1. Acknowledgement of Order

1.1 Supplier shall either reject or confirm in writing (“Acknowledgement of Order”) a purchase order of Infineon Technologies Semiconductor GmbH, Pflitterstraße 47, 63225 Langen, Germany (“Infineon”) within 5 (five) working days upon receipt of the purchase order. If Supplier receives from Supplier neither a confirmation nor a rejection within the time period set forth above, a purchase order shall be deemed accepted. If Supplier shall not return a purchase order within 5 (five) working days upon receipt of the purchase order, Supplier shall be deemed to have confirmed the purchase order.

1.2 Each shipment shall contain packing slips and dispatch notes indicating contents, purchase order number and quantity.

1.3 The risk of loss or damage to supplies which include installation or erection and to services undertaken by Supplier shall be borne by Supplier. If Supplier fails to meet the agreed delivery or performance date for reasons for which Supplier is responsible, Infineon shall be entitled to charge a daily penalty of 0.3% (three percent) of the total amount of the Agreement for each working day of said delay and not exceeding a maximum of 10% (ten percent) of this amount. If no reservation is declared at the time of acceptance of the Deliverables or Supplementary Performance pursuant to Section 9.2, Infineon shall nevertheless be entitled to claim the contractual penalty until the final payment.

2. License

In case Supplier cannot show the value of goods and services separately in the customs invoice of Infineon, the customs invoice of Supplier shall be deemed to be an integrated invoice. In case the purchase order refers to the delivery of goods and services, the customs invoice of Supplier shall be marked accordingly.

3. Time of Performance; Late Performance

For the purpose of determining the timeliness of supplies or of Supplementary Performance pursuant to Section 9.2, the relevant point in time shall be the date of receipt at the point of destination specified by Infineon. If Infineon agrees that oblige Infineon to bear the total or part of the freight costs, shipment shall be clearly marked and stored separately at no cost for Infineon. The material shall only be used for the purpose of delivering the new item at no cost to Infineon.

4. Delivery; Transfer of Risk; Shipment; Place of Performance

4.1 Any delivery shall be made DAP pursuant to the purchase order according to Incoterms 2020. In case Supplier fails to meet the agreed delivery or performance date, unless Infineon expressly agreed to such delivery or performance in writing, Infineon is responsible, Infineon shall be entitled, without prejudice to its statutory rights, to charge a daily penalty of 0.3% (three percent) of the total amount of the Agreement for each working day of said delay and not exceeding a maximum of 10% (ten percent) of this amount. If no reservation is declared at the time of acceptance of the Deliverables or Supplementary Performance pursuant to Section 9.2, Infineon shall nevertheless be entitled to claim the contractual penalty until the final payment.

5. Payment

5.1 Payment shall be effected within 30 (thirty) days net from receipt of a written invoice. Invoices shall indicate the purchase order reference and the numbers of each single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be sent to Infineon without delay.

5.2 In the event that Infineon is using an electronic invoicing system, Supplier is obliged to use this invoicing system for all deliveries and payment. Infineon will inform Supplier about all requirements of electronic invoicing.

6. Invoices

6.1 Invoices shall indicate the purchase order reference and the numbers of each single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be sent to Infineon without delay.

7. Payment

7.1 Unless agreed otherwise, payment shall be effected within 21 (twenty-one) days less 3 % (three percent) discount or within 30 (thirty) days net from receipt of a written invoice.

7.2 The term of payment shall start with the date the Deliverables have been fully effected and a debit or credit note is issued. If Supplier is obliged to provide material tests, test certificates, quality related or other documents, the term of payment shall only start with receipt of all such documents by Infineon. In case of any delivery or performance being delayed due to agreed delivery or performance date, the payment term shall start with the agreed delivery or performance date or from receipt of the duly issued invoice, whichever date is later. Deliveries shall only be accepted for the value of the amount of payments of a reasonable amount due to a defect in Deliverables; the payment term shall start with the complete removal of the defect.

7.3 Payment of Deliverables shall be structured as an implied admission that the Deliverables comply with contractual terms.

7.4 If Supplier is a merchant, Infineon shall only be in arrears if it does not make payment upon receipt of a reminder of Supplier which is issued after the payment becomes due.

8. Inspection of incoming Deliverables

8.1 Upon receipt of the Deliverables, Infineon shall sublet undue delay inspect all incoming Deliverables and check whether they correspond to the quantity and type ordered and whether they are free from any externally visible transport damage or other externally visible defects.

8.2 In case Infineon detects a defect during the abovementioned inspections it shall notify Supplier in writing. Supplier shall also submit an inspection report to Infineon. If Infineon detects a defect within six months from the date of delivery, Infineon shall be entitled to demand their return to Infineon, if Supplier violates this clause.

9. Warranty

9.1 The warranty period shall be 3 (three) years, unless the relevant laws and regulations provide for a longer warranty period. The warranty period shall commence with the transfer of risk.

9.2, for these
destination, if provided) to the manufacture, sale and supply of the Deliverables or otherwise in performance of the Agreement, including without limitation laws, rules, and regulations regarding labor standards, safety and health, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 11 comply with these laws, rules, and regulations.

16.2 Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct of Infineon available through the following link: www.infineon.com/Procurement. Infineon will notify Supplier in written or electronic form (e.g. through a web tool) of any updated applicable version of the Supplier Code of Conduct. Such update shall be deemed to have been agreed by Supplier unless Supplier sends the objection to such update (including an explanation of such objection) in written or electronic form to Infineon within 15 (fifteen) working days upon its receipt. Supplier shall respect the principles of the UN Global Compact.

16.3 Supplier shall comply with the applicable ESH requirements and requirements regarding the employment of foreign personnel during the performance and fulfillment of the Agreement and at its cost be responsible for providing and securing any relevant permits or licenses required by applicable law.

16.4 In case that the Deliverables are classified as hazardous according to the latest version of the CLP regulation (EC) 1272/2008, Supplier shall be obliged to put the applicable labelling in place. Prior to the first delivery Supplier shall provide Infineon with a Material Safety Data Sheet (MSDS) according to the latest version of the REACH regulation (EC) 1907/2006. In case of any changes, an updated MSDS that highlights the changes shall be provided to the relevant procurement department of Infineon by Supplier. On request, Supplier shall provide Infineon with any additional information necessary to guarantee appropriate ESH measures.

17. Declaration of Conformity (CE) and Radiation Safety

In case that the point of destination is located in a country within the European Union, Supplier shall ensure and warrants that the Deliverables, if they consist of or comprise units, machines or equipment (or parts thereof) pursuant to the applicable laws and regulations, comply with the applicable CE requirements and are, if required, CE certified. Supplier shall provide a corresponding declaration of conformity to Infineon. In case that any laws or regulations regarding to radiation safety requirements apply to the Deliverables, Supplier shall provide Infineon with the whole set of information necessary to obtain the respective radiation safety permits immediately after conclusion of the Agreement.

18. Applicable Law, Venue

18.1 The Agreement shall be governed by and construed in accordance with the law in force in Germany without reference to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

18.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be Munich (Landgericht München I), Germany. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

19. Miscellaneous

19.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of Infineon.

19.2 Supplier understands that Infineon relies on the uninterrupted availability of the Deliverables. Therefore, Supplier may only exercise any right of retention, if and to the extent:
   i) its counterclaims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction, and
   ii) Supplier has notified such retention in writing at least 10 (ten) days in advance.

Additionally, Supplier may exercise any rights or remedies it may have in connection with or as a result of any dispute with Infineon only in relation to such Deliverables which gives cause to any such dispute.

19.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and prevent Infineon from rights and remedies granted under the Agreement or governing law.

19.4 Supplier shall not make any public announcement, press release, industry trade magazines announcements or other form of communication to the press regarding the collaboration between Infineon and Supplier without Infineon's prior written consent.

19.5 The provisions of the Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the parties. The requirement of written form itself can only be waived by mutual written agreement.

19.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement should be completely or partially invalid or unenforceable. In this case, the parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.

19.7 The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject matter hereof.