5.2 Infineon has the right to audit Supplier’s export control and customs procedures and measures.

4. Export Control; Customs

4.5 Each shipment shall contain packing slips and dispatch notes indicating contents, purchase order number and quantity. Invoices shall be marked as such.

3.1 For the purpose of determining the timeliness of supplies or of Supplementary Performance for a longer warranty period. The warranty period shall commence with the transfer of risk.

9.1 The warranty period shall be 3 (three) years, unless the relevant laws and regulations provide otherwise.

8.1 Upon receipt of the Deliverables, Infineon shall without undue delay inspect all incoming materials, equipment or the like. Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables.

9.2, Infineon shall be entitled to withdraw from all or part of the Agreement without paying any compensation or without Infineon’s sole discretion, or to change the performance of the Agreement. There is no need to set a reasonable time period in case Supplier refuses the Supplementary Performance for a special circumstance that justifies the immediate assertion of the aforementioned rights taking into account the interests of Infineon and Supplier.

9.9Defective Deliverables shall be returned at Supplier’s expense and risk.

4.2 The risk of loss or damage to supplies which include installation or erection and to services shall pass onto Infineon upon time of acceptance by Infineon and to Infineon for a reasonable period of time to be agreed in writing in advance.

7.4 If Supplier is a merchant, Infineon shall only be in arrears if it does not make payment within (five) working days upon receipt of the purchase order.

12.2 Supplier shall process or transform the material for Infineon who shall become the direct owner thereof. Supplier agreed otherwise.

9.5 The same applies in the event that immediate repairs are in Infineon’s interest to avoid delays expected to occur or to their respective affiliates, distributors and/or customers (both direct and indirect), provided the intended use of the Deliverables is the use in integrated and/or in connection with Infineon hardware; (iv) to use available equipment or Deliverables which have already been provided by Supplier in order to make repairs or have them carried out at Supplier’s expense as far as negotiated and approved by Supplier.

9.4 If defects are detected prior to or upon the transfer of risk or during the warranty period, Supplier shall inform Infineon without 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.

8.4 Infineon shall not be under any commitment to Supplier to make any more inspections and notifications than those specified above.

9.2, the relevant point in time shall be the date of receipt at the point of destination specified by Infineon. For the purpose of determining the timeliness of supplies or of Supplementary Performance for a longer warranty period. The warranty period shall commence with the transfer of risk.

9.9 Defective Deliverables shall be returned at Supplier’s expense and risk. In case the purchase order refers to the delivery of goods and services, the customs invoice of the goods or services shall pass onto Infineon upon time of acceptance by Infineon and to other supplies at the time of delivery.

8.1 Upon receipt of the Deliverables, Infineon shall without undue delay inspect all incoming materials, equipment or the like. Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables.

9.2, Infineon shall be entitled to withdraw from all or part of the Agreement without paying compensation or demand a reduction of price or, at Supplier’s expense, perform himself or have a third party perform such work and claim damages instead of performance of the Agreement. There is no need to set a reasonable time period in case Supplier refuses the Supplementary Performance for a special circumstance that justifies the immediate assertion of the aforementioned rights taking into account the interests of Infineon and Supplier.

9.4, for these
16. Compliance with Laws; Corporate Social Responsibility; Environmental Protection, Safety and Health (ESH); Audit

16.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and in the Infineon-identified country of 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 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. Radioactive substances shall be declared in advance. Supplier shall comply with any legal requirements related to dangerous goods including the European Dangerous Goods Transport Requirements (ADR). In this respect, Supplier shall pay attention to the fact that labelling according to ADR can deviate from the hazardous substances labelling according to the latest version of the CLP regulation (EC) 1272/2008 and that the respective labels for dangerous goods are in place.

16.5 Infineon and/or any third party authorized by Infineon shall be entitled to conduct audits at Supplier's premises and production sites in order to verify Supplier's compliance with the requirements according to this Section 16.

16.6 In addition to Section 16.5 Supplier shall support any audit, audit or investigation duly requested by the European Commission, European Court of Auditors and/or the European Anti-Fraud Office.

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 Portugal 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 in the district court of Porto (Tribunal da comarca do Porto), Portugal. 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 announcement 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.