1. Acknowledgement of Order

1.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Taiwan Co., Ltd., 117, No. 335, Ruiqiang Road, Neihu District, Taipei 11446, Taiwan (R.O.C.) ("Supplier") of the goods and services ordered herein on behalf of or for Infineon Technologies Taiwan Co., Ltd., 117, No. 335, Ruiqiang Road, Neihu District, Taipei 11446, Taiwan (R.O.C.) ("Infineon"). If Supplier does not respond to the purchase order within 5 (five) working days upon receipt of the purchase order by Supplier, Supplier shall be deemed to have accepted and confirmed the purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection within the time period set forth herein, the purchase order shall be deemed to be confirmed by Supplier ("Deemed Acknowledgement of Order"). Infineon shall be entitled to cancel the purchase order within 5 (five) working days upon receipt of the purchase order by Supplier if Supplier fails to comply with the purchase order within the time period set forth herein under the Acknowledgement of Order or Deemed Acknowledgement of Order. Should Supplier confirm a purchase order that has been for a fee or service charge, Infineon shall be entitled to cancel the purchase order in accordance with all terms and conditions set forth or referenced herein and on attachments hereto ("Agreement").

1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on only the party that has accepted such Acknowledgement of Order. In case of any conflict between the general conditions of Supplier shall be binding on Infineon only insofar as they are consistent with applicable anti-terrorism and trade regulations. Infineon shall be entitled to cancel the purchase order in accordance with all terms and conditions set forth or referenced herein and on attachments hereto ("Agreement").

5. Export Control; Customs

5.1 Supplier shall inform Infineon before or upon delivery about export control classification and documentation and data together with the goods or services. This includes, e.g., without limitation, identification of applicable export control classification numbers as well as customs documentation and data together with the goods or services. Supplier is responsible for export and import customs clearance and shall bear all related costs. In case purchase order refers to the delivery of goods and services, the customs invoice of Supplier shall show the value of goods separately from the value of the services performed or to be performed. In the customs invoice, the services and goods shall be described in detail including the place of performance.

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 date of receipt by Supplier pursuant to Section 4.1. In case the purchase order refers to the delivery of goods and services, the warranty period shall commence with the date of receipt by Supplier pursuant to Section 4.1.

11. Subcontracting to Third Parties

11.1 Without setting a deadline if Supplier is in delay with the delivery of the Deliverables. If Supplier fails to confirm or reject the purchase order within said time period. The purchase order shall be deemed to be confirmed by Infineon in writing.

14. Insurance

14.1 Supplier is obliged to ensure transit insurance according to the agreed risk transfer.
use available equipment or Deliverables which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

15.2 In addition to all of the other rights which Infineon may have to cancel the purchase order, Infineon may cancel the purchase order without assigning any reason, to terminate any work hereunder, in whole or in part, at any time. Infineon will not be liable to Supplier for any costs for compensatory damages, for liquidated damages, for process materials or contracts acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of the purchase order or, if none is stated, 30 (thirty) days. If Infineon cancels the purchase order within such time as specified on the face of the purchase order or, if none is stated, 30 (thirty) days, and if the parties cannot agree within a reasonable time upon the amount of any fair compensation for Supplier to such termination:
   i) Infineon will pay the price for all items reasonably completed in accordance with the purchase order and not previously paid for unless said item(s) is part of Supplier's ongoing commercial business;
   ii) Infineon will pay a fair and proper proportion of the price for items in process and for all materials delivered or contracted for within the time specified on the face of the purchase order for the purpose of fulfilling the purchase order which Supplier is unable to cancel, return or otherwise use in Supplier's operations.
   Should Infineon so desire, cancellation charges shall be subject to Infineon's audit at Infineon's expense.

15.3 Infineon's ability to terminate the purchase order for cause shall be immediate and without prior written notice, in the event of any of the following by Supplier:
   i) a breach of any covenant, warranty or representation hereunder;
   ii) Supplier's failure to perform in a timely manner the active management or ownership of Supplier or (b) the sale, transfer or other disposition of all or substantially all of the assets of Supplier or any affiliate, division or unit of Supplier; either of which Infineon, in its sole discretion, believes have an adverse effect on Supplier's ability to fulfill its obligations under the purchase order;
   iii) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Supplier (and such proceeding is not dismissed within 60 (sixty) days from the filing date); or (b) if Supplier shall make an assignment for the benefit of its creditors. In such a case Infineon shall be entitled to use available equipment or Deliverables and services which have already been provided by the Supplier in order to continue the work, in return for appropriate payment.

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 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. In case of any discrepancy Supplier will 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 format 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 change, 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.

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 review, audit or investigation duly requested by relevant authorities.

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 take all necessary measures 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. Indemnity

18.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands, expensive and other liabilities whatsoever which Infineon may incur whether direct or as a result of:
   i) personal injury or death of any person or in respect of any loss or destruction or damage to property attributable to any defect in the Deliverables or services or Supplier's performance of its supply obligations; and/or
   ii) any action, claim or demand of any third party by reason of any breach by Supplier of the Agreement or of any terms or obligations of any applicable law or regulation or contractual provision on the part of Supplier relevant to the purchase order or to the goods; and/or
   iii) any breach by Supplier of applicable laws in the performance of the purchase order.

In case any performance of the purchase order is within Infineon's premises, Supplier shall not use or hire anyone in contravention of any applicable laws and regulations in force and shall comply with all safety and secure directives ofInfineon at all times.

19. Withholding Tax

19.1 Each party will bear and account for its own taxes on its income to be relevant tax authorities. No party shall bear any liability for any taxes of any other party arising in connection with this transaction.

19.2 For the avoidance of doubt any withholding taxes which apply to a payment shall be for the account of Supplier but Infineon shall use its best endeavors to assist Supplier to claim or reduce such withholding tax. The tax withheld shall be paid to the tax authorities by Infineon on Supplier's behalf and the relevant tax receipts issued by the tax authorities shall be returned by Infineon to Supplier in due course.