1. Acknowledgement of Order
Supplier shall neither confirm in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Cegléd Kft, H-3700 Cegléd, Hungary ("Infineon") within 5 (five) working days upon receipt of such purchase order. If Infineon receives from Supplier neither a confirmation of the received purchase order nor a rejection thereof within the agreed time period, Supplier shall be deemed to be confirmed by Supplier ("Deemed Acknowledgement of Order"). Infineon shall also be deemed to cancel the Purchase Order within 5 (five) working days if Supplier fails to issue the written receipt of the purchase order by Supplier if Infineon fails to confirm or reject the purchase order within said time period. The purchase order together with the Acknowledgement of Order or Deemed Acknowledgement of Order shall constitute a final and binding offer, which shall be irrevocable, and comply with all terms and conditions set forth herein and on attachments hereto. All results (regardless of their form) achieved in the course of and/or in connection with Supplier's Services shall be for the sole use and benefit of Infineon and shall belong to Infineon. Supplier assigns to Infineon and Infineon accepts all right, title and interest in and to the Results. If and to the extent the Results make use of preexisting works, Supplier shall be granted to Supplier, if Supplier's delay is attributable to the Infineon provided item. Supplier shall observe Infineon's Service related instructions, particularly those imposed on supplies of products upon the import in the receiving country, Supplier shall not be compensated. Invoices for journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time. Total liquidated damages shall not exceed a maximum of 5 (five) working days upon receipt of a written invoice or within 30 (thirty) days net from receipt of a written invoice. Infineon will notify Supplier in written or electronic form (e.g. through a web tool) of any applicable revision of these General Conditions for Procurement of Services. Supplier's employees and any subcontractors as per Section 2.4, is an independent contractor. Any such access may be used only for the purpose of performing the Services. Supplier shall provide Infineon with support for the proper performance of the Service. Supplier is not authorized to and shall not at any time attempt to act, or act on behalf of Infineon and to bind Infineon in any manner whatsoever to any agreement, contract or engagement. Supplier has controls and safeguards in place designed to achieve the applicable requirements. Supplier has rights of termination under the applicable export control classification numbers as well as customs 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 as may be specified in a purchase order, and countersigned by Infineon's project manager or his representative. Overtime (defined as working hours in excess of 8 (eight) hours per week day) requires prior written permission of Infineon. Specific charges, e.g. duties on supplies of products upon the import in the receiving country, Supplier shall not be compensated. Invoices for journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time. Total liquidated damages shall not exceed a maximum of 5 (five) working days upon receipt of a written invoice or within 30 (thirty) days net from receipt of a written invoice. Supplier shall provide Infineon and Infineon accepts a worldwide, non-exclusive, transferable, time-limited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services. Supplier and/ or its subcontractors or third parties participating in performing the Services shall have the right to prove that no damage or damage is caused by the delay.

2. Scope and Nature of Service

1. Infineon is entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, if Infineon has designated the relevant service. Supplier shall inform Infineon without delay in writing if Supplier anticipates or expects delays in performing the Services. Infineon is entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, if Infineon has designated the relevant service. Supplier shall inform Infineon without delay in writing if Supplier anticipates or expects delays in performing the Services. Supplier shall provide Infineon with support for the proper performance of the Service. Supplier has rights of termination under the applicable export control classification numbers as well as customs 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 as may be specified in a purchase order, and countersigned by Infineon's project manager or his representative. Overtime (defined as working hours in excess of 8 (eight) hours per week day) requires prior written permission of Infineon. Specific charges, e.g. duties on supplies of products upon the import in the receiving country, Supplier shall not be compensated. Invoices for journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time. Total liquidated damages shall not exceed a maximum of 5 (five) working days upon receipt of a written invoice or within 30 (thirty) days net from receipt of a written invoice. Supplier shall provide Infineon and Infineon accepts a worldwide, non-exclusive, transferable, time-limited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services. Supplier and/ or its subcontractors or third parties participating in performing the Services shall have the right to prove that no damage or damage is caused by the delay.

3. Duties of Infineon

3.2. Infineon shall inform the relevant parties in court proceedings if Supplier is in default of obligations as per this Section 7.1 shall survive any termination or completion of the Services,

4. Rules of Cooperation

4.1. Each supplier shall have the right to prove that no damage or damage is caused by the delay.

5. Dates, Timelines and Liquidated Damages

5.1. Supplier shall perform all services in accordance with the dates and time limits set forth in the purchase order and on the offer received by Infineon. Supplier shall inform Infineon without delay in writing if Supplier anticipates or expects delays in performing the Services. Supplier shall provide Infineon with support for the proper performance of the Service. Supplier has rights of termination under the applicable export control classification numbers as well as customs 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 as may be specified in a purchase order, and countersigned by Infineon's project manager or his representative. Overtime (defined as working hours in excess of 8 (eight) hours per week day) requires prior written permission of Infineon. Specific charges, e.g. duties on supplies of products upon the import in the receiving country, Supplier shall not be compensated. Invoices for journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time. Total liquidated damages shall not exceed a maximum of 5 (five) working days upon receipt of a written invoice or within 30 (thirty) days net from receipt of a written invoice. Supplier shall provide Infineon and Infineon accepts a worldwide, non-exclusive, transferable, time-limited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services. Supplier and/ or its subcontractors or third parties participating in performing the Services shall have the right to prove that no damage or damage is caused by the delay.

6. Rights to the Results

6.1. All results (regardless of their form) achieved in the course of and/or in connection with Supplier's Services, including all intellectual property rights (including copyrights) ("Results") shall become the sole property of Infineon, for all known types of use. If and to the extent the Results make use of preexisting works, Supplier shall be granted to Supplier, if Supplier's delay is attributable to the Infineon provided item. Supplier shall observe Infineon's Service related instructions, particularly those imposed on supplies of products upon the import in the receiving country, Supplier shall not be compensated. Invoices for journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time. Total liquidated damages shall not exceed a maximum of 5 (five) working days upon receipt of a written invoice or within 30 (thirty) days net from receipt of a written invoice. Supplier shall provide Infineon and Infineon accepts a worldwide, non-exclusive, transferable, time-limited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services. Supplier and/ or its subcontractors or third parties participating in performing the Services shall have the right to prove that no damage or damage is caused by the delay.
entitled to deliver such products, unless Infineon expressly agreed to such deliveries in advance.

10.4 In case the Services require the shipment of goods, the shipping address is different to the billing address and the goods are subject to export authorization when being exported out of the relevant country, Supplier shall inform Infineon upon delivery accordingly and provide all relevant shipping data, as in such case Infineon shall act as Exporter of Records (EOR) according to the applicable customs and export control laws.

10.5 Unless the Incoterm DDP is agreed, Infineon is responsible for the performance of the import customs clearance. In such case, Infineon will not refund fines of Supplier or Supplier's service provider any customs duties or service fees when importing or exporting goods. In case the Incoterm DDP is agreed, Supplier is responsible for the import and export customs clearance and shall bear all related costs.

10.6 In case the 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 theplace of performance.

In case Supplier cannot show the value of goods and services separately in the customs invoice, Supplier shall supply the goods according to the Incoterm DDP.

11. Compliance with Laws; Corporate Social Responsibility; Audit

11.1 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 Services to be performed under 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 2.4 comply with these laws, rules, and regulations.

11.2 Supplier shall ensure that

i) Supplier timely pays statutory minimum wages;

ii) Supplier does not use any subcontractor that does not timely pay statutory minimum wages;

iii) Neither Supplier nor its subcontractor uses a temporary employment agency that does not timely pay statutory minimum wages; and

iv) Neither Supplier nor its subcontractor is excluded from public procurement procedures.

Upon Infineon's request Supplier has to provide documentation in this regard. In case of a breach of any of the above mentioned obligations Infineon is – notwithstanding any other rights - entitled to request Supplier to fulfill the above mentioned obligations within a reasonable time period determined by Infineon and upon unsuccessful expiration of such deadline terminate the Agreement.

11.3 Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct of Infineon available on Infineon's website 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.

11.4 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 11.

11.5 In addition to Section 11.4 Supplier shall support any review, audit or investigation duly requested by the European Commission, European Court of Auditors and/or the European Anti-Fraud Office.

12. Termination of Agreement

12.1 Infineon may, in its sole discretion, terminate each contract at any time in whole or in part upon at least 5 (five) days prior notice to Supplier, even if the purchase order specifies a certain term.

12.2 Infineon shall remunerate only those efforts of Supplier that were made until the termination becomes effective.

13. Venue, Applicable Law


13.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be in the Hungarian courts having competence according to the rules of Act III of 1952 on the Code of Civil Procedure. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

14. Miscellaneous

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

14.2 Supplier understands that Infineon relies on the uninterrupted availability of the Service and the immediate delivery of Results, reports or information. 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 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 individual Service, which gives cause to any such dispute.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 The Agreement constitutes the entire agreement between the parties hereof 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.