5.2 Supplier acknowledges that time is of the essence and, therefore,

4.3 Supplier shall at Infineon's request and at any time:

4.1 For each Service Supplier shall nominate in writing a representative who is well experienced

3.2 Apart from the provision of information as described in Section

3.1 Upon Supplier's request, Infineon will provide Supplier with the information necessary to render

2.4 Supplier shall not transfer the performance of the contractual obligations to freelance

2.3 The Service shall be performed in a workmanlike and professional manner by Supplier having

2.2 Supplier, its employees and any subcontractors as per Section

2.1 The Service to be provided, its nature and its requirements to be met shall be described in the

1. Acknowledgement of Order

Subject to and either required in Infineon’s writing (“Acknowledgement of Order”) a purchase order of

5. Supplier acknowledges that the time of the essence and, therefore,

4. Supplier shall at Infineon's request and at any time:

3. Duties of Infineon

2. Scope and Nature of Service

1. General Conditions for Procurement of Services

1.1 The Service shall be performed in a workmanlike and professional manner by Supplier having

1.2 Supplier, its employees and any subcontractors as per Section

1. Supplier shall at Infineon's request and at any time:

1.1.1 the following liquidated damages for each failure of Supplier to meet a date or timeline

0.2 Infineon has the right to audit Supplier's export control and customs procedures and measures

0.1 Any type of price changes, including all taxes, customs duties or other charges levied against the

10.2 Infineon has the right to inspect Supplier's internal accounting procedures and systems, documentation,

10.1 Infineon will inform Supplier about all requirements of electronic invoicing.

10.1.2 Supplier shall have no right to receive any advance payment, unless explicitly agreed in the

10.1.1 In the event that Infineon is using an electronic invoicing system, Supplier is

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10.1 Supplier shall inform Infineon before or upon delivery about export control classification numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation and data together with the delivery of any data covered thereby.

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12. 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, representation or warranty hereunder;

ii) in the event of (a) any change in 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 may have an adverse effect on Supplier’s ability to perform the purchase order;

iii) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee possessing control of all or a substantial part of Supplier’s assets, or any amendment to, or repeal or modification of, any law of any country, state or local jurisdiction under any law for relief from creditors, which shall be instituted or by against Supplier (and such proceeding is not dismissed within sixty (60) 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 already provided by Supplier in lieu of the work, in return for appropriate payment.

13. Indemnity

13.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which Infineon may incur directly, 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 arising out of or in connection with a damage or accident whether or not such damage or accident was solely caused by the Services or achieved results on which Supplier has relied on the value of goods and/or services of any kind supplied by Supplier or any affiliate or subcontractor; or

ii) the breach of any of its obligations hereunder;

iii) any breach of any applicable laws in the performance of the purchase order.

In case any performance of the purchase order is required within the 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 security directives of the Infineon at all times.