1. Acknowledgement of Order
1.1 Supplier shall either reject or confirm in writing (“Acknowledgement of Order”) a purchase order of Infineon Technologies Philippines, Inc., 6F AEC 2 Center, Corner Alabang Zapote Road and Anonas Street, Alabang, Muntinlupa City, Philippines (“Purchase Order”) within (5) five working days upon receipt of such purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection in writing of the Purchase Order or Supplier fails to confirm or reject the Purchase Order within such time period, the purchase order together with the Acknowledgement of Order or Deemed Acknowledgement of Order, as the case may be, shall be deemed to be confirmed by Supplier (“Deemed Acknowledgment of Order”). Infineon shall be entitled to cancel the purchase order within (5) five working days upon receipt of the purchase order. Supplier is hereby informed that such failure to confirm or reject the purchase order within such time period shall not be deemed to be a delay in the delivery of the Deliverables.
1.2 If Supplier’s Acknowledgment of Order differs from the purchase order, it shall be binding on Infineon only if and to the extent he has accepted such Acknowledgment of Order in writing. Any modifications or instructions from Supplier shall be binding on Infineon only if and to the extent they are consistent with Infineon’s conditions or have been accepted by Infineon in writing. The acceptance of supplies or services of any nature (“Deliverables”) or the making of payments shall not imply acceptance of any condition.

2. Licenses
2.1 Insofar as Deliverables consist of or comprise software, documentation and/or source code, Infineon supplies companies a non-exclusive, transferable, worldwide and timely unlimited right and licence (i) to modify (including the creation of derivative works) such Deliverables (or for software provided the software was delivered in source code), (ii) to use and/or reproduce such (modified or unmodified) Deliverables; (iii) to distribute (including lease) and/or make available to the public such (modified or unmodified) Deliverables, provided the intended use of such Deliverables is to use them integrated in and/or in connection with Infineon hardware; (iv) to perform the agreed delivery or performance unless stated otherwise in the relevant point in time; (v) to perform the delivery in the destination specified by Infineon; and (vi) to distribute (including lease) and/or make available to the public such (modified or unmodified) Deliverables to persons licensed under Section 2.1 and to sub-license the Deliverables (under Sections 2.1 (i) to (v)) to their respective affiliates, distributors and/or customers (both direct and indirect), provided the intended use of the Deliverables is to use them integrated in and/or in connection with Infineon hardware; and (vii) to distribute or make available to the public such (modified or unmodified) Deliverables to all companies with applicable anti-terrorism and trade regulations.

2.2 All sublicences granted pursuant to Section 2.1(v) shall provide appropriate protection for Supplier’s intellectual property rights to such Deliverables by using equivalent provisions for the protection of Supplier’s intellectual property.

3. Time of Performance; Late Performance
3.1 For the purpose of determining the timeliness of supplies or of Supplementary Performance pursuant to Section 2.1, the end of the period in which Supplier is entitled to perform the agreed delivery shall be the date of receipt at the point of destination specified by Infineon. For the purpose of determining the timeliness of supplies which include installation or erection and for the performance of the services the relevant point in time shall be the date of receipt by Infineon. Supplier shall not be entitled to claim the liquidated damages until the final payment.

3.2 Supplier shall not be entitled to deliver or perform the Deliverables before the agreed delivery or performance date, unless Infineon expressly agreed to such delivery or performance in writing in advance.

3.3 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 2.1 is extend beyond the agreed delivery date while the agreed delivery or performance date has not been extended, Supplier shall immediately inform Infineon in writing about all requirements of electronic invoicing.

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4. Delivery; Transfer of Risk; Place of Performance
4.1 Any deliveries shall be made DAP pursuant to the purchase order according to Incoterms 2020.

4.2 The risk of damage to supplies which include installation or erection and to services shall pass onto Infineon upon time of acceptance by Infineon and to other supplies at the time of delivery specified in the Delivery Order or destination specified by Infineon, unless Infineon and Supplier agreed otherwise.

4.3 Unless expressly stated, all shipping costs shall be charged to Supplier. In case Incoterms are agreed that obliges Infineon to bear the total or part of the freight costs, shipment shall be effected in the cheapest manner unless otherwise specified by Infineon. Extra costs incurred due to delayed delivery or unavailability of space or port, shall be charged to Supplier. In case Incoterms are agreed that obliges Supplier to bear all freight costs, Infineon shall be entitled to demand the freight costs. Any extra costs incurred for expediting shipment to meet delivery shall be borne by Supplier.

4.4 Shipments of Deliverables for use in a clean room shall be effected in a clean room packaging labeled with the part number and name.

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

4.6 Over-shipments are subject to prior written confirmation of Infineon.

5. Export Control; Customs
5.1 Supplier shall inform Infineon before or upon delivery about export control classification numbers and markings applicable under Sections 2.1(b) and 2.1(v), and provide necessary 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 required under applicable customs, border control, security, sanitary and phytosanitary codes, country of origin, and itemized values, on each invoice, especially in case of consigned deliveries. Delivery or performance of services of any nature (“Deliverables”) or the making of payments shall not imply acceptance of any condition.

5.2 Invoices shall not be payable until this information is complete. Copies of invoices shall be marked as such.

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 marked as such.

6.2 In the event that Infineon is using an electronic invoicing system, Supplier is obliged to use this invoicing system for all deliveries to Infineon, Inc.

7. Payment
7.1 Unless agreed otherwise, payment shall be within 60 (sixty) days net from receipt of the invoice and delivery, unless stated otherwise in the relevant point in time.

7.2 The term of payment shall start with the date the Deliverables have been fully effected and a duly paid invoice has been submitted. The purchase order shall be deemed to be paid in advance if both parties have performed all obligations and comply with all terms and conditions set forth herein and on attachments hereto ("Agreement").

8. Invoices
8.1 Upon receipt of the Deliverables, Infineon shall without undue delay inspect all incoming Deliverables and check whether they correspond to the quantity and type ordered and whether there are any externally visible transport damage or other externally visible defects.

8.2 If Infineon detects a defect during the aforementioned inspections it shall notify Supplier thereof. This shall also apply if Infineon discovers a defect at a later date.

8.3 Notifications of defects may be lodged within 1 (one) month after delivery or performance of the Deliverables or, where the defects are first noticed during working or processing or first use, within 1 (one) month after they were first detected.

9. Warranty
9.1 The warranty period shall be 3 (three) years, unless the relevant laws and regulations provide for a longer warranty period and/or different warranty periods in Section 9.2, for these

9.2, for these

9.3 If the Supplementary Performance falls within a reasonable period of time to be set by Infineon, Infineon shall be entitled to claim repairs or replacement of the Deliverables, to provide compensation or demand a reduction of price or, at Supplier’s expense, perform himself or have performed repairs or replacements and claim damages instead of performance of the Agreement. There is no warranty if Supplier has performed the delivery in a similar manner.

9.4 Infineon shall be entitled to carry out repairs or have them carried out at Supplier’s expense or shall reduce the price, taking the delivery delay with the delivery of the Deliverables.

9.5 The same applies in the event that immediate repairs are in Infineon’s interest to avoid delays by Infineon or because of any other urgency.

9.6 Claims to the above shall be made within 1 (one) year after the expiration of the warranty period, unless specified otherwise in Section 9.1.

9.7 The foregoing shall not limit any further or other rights or claims of Infineon provided by applicable law.

9.8 In case Supplier carries out Supplementary Performance pursuant to Section 9.2, for these Deliverables the full warranty period set forth in Section 9.1 shall start anew.

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

9.10 Liability for the Infringement of Intellectual Property Rights
Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables provided in the Agreement.

10. Subcontracting to Third Parties
Supplier undertaking to perform part of the obligations shall not be permissible without Infineon’s prior written consent. In case of subcontracting without Infineon’s prior written consent, Infineon shall be entitled to withdraw from all or part of the Agreement and to claim damages.

11. Material provided by Infineon
Material provided by Infineon to Supplier shall remain the property of Infineon and shall be clearly marked and stored separately at no cost to Infineon. The material shall only be used for Infineon’s purchase orders, and in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates stated as 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 fair compensation to Supplier for such termination, the application of which is hereby expressly excluded.

20.2 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the SIAC Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

21. Miscellaneous

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

21.2 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) the 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.

21.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and prevent Infineon from exercising 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 such dispute.

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

21.5 The provisions of the Agreement may not be amended, modified, 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.

21.6 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.

21.7 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.