6.1 All results (regardless of their form) achieved in the course of and/or in connection with Supplier’s activities ("Results") shall become the sole property of Infineon Technologies Philippines, Inc., and Supplier shall have no right to receive any royalties or compensation for the use of such Results.

3.2 Apart from the provision of information as described in Section 2.4 Supplier shall not transfer the performance of the contractual obligations to freelance workers or subcontractors. Supplier is required to give Infineon information and support concerning the requested supplies and services. Supplier shall be liable for the correctness of information and specifications included in the purchase order unless Supplier proves that no damage or less damage is caused by the delay. Supplier shall have the right to prove that no damage or less damage is caused by the delay.

2.4 Supplier shall not transfer the performance of the contractual obligations to freelance workers or subcontractors without Infineon's written consent. Supplier shall be liable for the correctness of information and specifications included in the purchase order unless Supplier proves that no damage or less damage is caused by the delay. Supplier shall have the right to prove that no damage or less damage is caused by the delay.

2.4 Supplier shall not transfer the performance of the contractual obligations to freelance workers or subcontractors without Infineon's written consent. Supplier shall be liable for the correctness of information and specifications included in the purchase order unless Supplier proves that no damage or less damage is caused by the delay. Supplier shall have the right to prove that no damage or less damage is caused by the delay.

2.4 Supplier shall not transfer the performance of the contractual obligations to freelance workers or subcontractors without Infineon's written consent. Supplier shall be liable for the correctness of information and specifications included in the purchase order unless Supplier proves that no damage or less damage is caused by the delay. Supplier shall have the right to prove that no damage or less 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 and services, the shipping-address is different to the billing-address, Supplier shall provide a customs invoice, which shall show 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.

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, applicable laws, rules, and regulations related to health, safety, the environment, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 11.4 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; and

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.

11.3 In the event of Supplier timely pays statutory minimum wages, and the terms of this Agreement are not complied with, Infineon will notify Supplier in written or electronic form (e.g. through a web tool) of any updates or changes to Supplier’s information provided 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 perform the obligations within a reasonable time. If Supplier does not perform the obligations within the time period determined by Infineon and upon unsuccessful expiration of such deadline terminate the Agreement.

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 whether 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 not such damage or accident was solely caused by the Services or achieved results or otherwise attributable to Supplier or its subcontractors and their employees and/or

ii) any proceeding in bankruptcy, reorganization or arrangement for the benefit of creditors, or any assignment or transfer 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 fulfill its obligations under the purchase order; or

iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the benefit of creditors, or any assignment or transfer 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 fulfill its obligations under the purchase order; or

(b) any proceeding in bankruptcy, reorganization or arrangement for the benefit of creditors, or any assignment or transfer 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 fulfill its obligations under the purchase order; or

14. Withholding Tax

14.1 Withholding tax, where applicable under the prevailing tax laws of the Philippines shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted by Supplier. The tax withheld shall be paid to the tax authorities by Infineon on behalf of and the relevant tax receipts issued by the tax authorities shall be returned by Infineon to Supplier.

14.2 Supplier must support any claim for non-deduction of withholding tax with required documentation attached to the invoice. Infineon is obliged to withhold the full amount of withholding tax where required documentation is missing or incomplete, in the opinion of Infineon.

15. Venue, Applicable Law

15.1 The Agreement shall be governed by and construed in accordance with the law in force in Singapore 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. All disputes arising under 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 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.

16. Miscellaneous

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

16.2 Supplier understands that Infineon relies on the uninterrupted availability of the Services 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 own claims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction, and

ii) it refers the dispute mentioned in writing within at least thirty (30) days in advance.

16.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive. Infineon retains all rights and remedies granted under the Agreement or governing law.

16.4 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.

16.5 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.

16.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement is declared to be wholly 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.

16.7 No alteration constitutes the direct 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.