1. Acknowledgement of Order

1.1 Supplier shall either reject or confirm in writing (“Acknowledgment of Order”) a purchase order of Infineon Technologies UK Ltd, Infineon House Great Western Court, Hunts Ground Rd, Stoke Gifford, Bristol BS34 8HP, United Kingdom (“Infineon”) within five (5) working days upon receipt of such purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection in writing the purchase order, then the purchase order shall be deemed to be confirmed by Supplier (“Deemed Acknowledgment of Order”). Infineon shall be entitled to cancel the purchase order within five (5) working days upon receipt of the purchase order by Supplier or Supplier’s refusal or rejection of the purchase order within said time period. The purchase order together with the Acknowledgment of Order or Deemed Acknowledgment of Order shall form an integral part of the Agreement. In writing. Any general conditions of Supplier shall be binding on Infineon only if they are as follows with Supplier’s prior written consent. However, any general conditions of Supplier shall be binding on Infineon only if they are as follows with Supplier’s prior written consent. However, any general conditions of Supplier shall be binding on Infineon only if they are as follows with Supplier’s prior written consent.

1.2 If the Acknowledgment of Order differs from the purchase order, it shall be binding on Infineon only if it is the extended or amended edition of the Agreement of Order in writing. Any general conditions of Supplier shall be binding on Infineon only if they are as follows with Supplier’s prior written consent. However, any general conditions of Supplier shall be binding on Infineon only if they are as follows with Supplier’s prior written consent. However, any general conditions of Supplier shall be binding on Infineon only if they are as follows with Supplier’s prior written consent.

2. Licenses

Infineon Deliverables consist of and/or comprise software, documentation and/or specifications, Supplier grants to Infineon and its affiliated companies a non-exclusive, transferable, fully paid-up, royalty-free and non-assignable right and licence (a) to modify (including the creation of derivative works) such Deliverables (for software provided the software was delivered in source code); (b) to use and reproduce such (modified or unmodified) Deliverables; (c) to distribute (including lease) and/or make available to the public such (modified or unmodified) Deliverables, provided the intended use of such Deliverables is the use integrated in and in connection with Infineon hardware; (d) to provide to Infineon its respective affiliates the full warranty period set forth in Section 9.2, thereof the relevant point in time shall be the date of receipt at the point of destination specified by Infineon, unless Infineon and Supplier agreed otherwise.

3. Time of Performance; Late Performance

3.1 Supplier shall be entitled to deliver the Deliverables prior to or during the warranty period, the Deliverables agreed otherwise. Supplier’s services shall be performed with the best care, skill and diligence in accordance with prevailing industry standards, and all related costs. Supplier shall indemnify and reimburse Infineon for all audit costs and all damages caused by Supplier’s delay. This shall also apply to material provided for and on Supplier’s account for a specific purpose. The Subsequent Performance will only be delivered in a way that makes the Subsequent Performance free of defects. Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables thereafter. This shall also apply if Infineon discovers a defect at a later date.

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. Supplier guarantees that no intellectual property rights conflict with the use of the Deliverables thereafter. This shall also apply if Infineon discovers a defect at a later date.

3.3 If a delay in the Deliverables or a Supplementary Performance pursuant to Section 9.2 is expected to occur, Supplier shall immediately inform Infineon and ask Infineon to make a decision on the matter.

3.4 If Supplier fails to meet the agreed delivery or performance date for reasons for which Supplier is responsible, Infineon shall be entitled to demand interest on arrears of 2% (two percent) above the base rate of the Bank of England (from time to time). Any further claims or rights of Supplier due to delay of payment shall be excluded to the fullest permitted by the applicable law.

4. Delivery; Transfer of Risk; Shipment; Place of Performance

4.1 Any delivery shall be made DAP pursuant to the purchase order according to Incoterms (“Incoterms”) unless agreed otherwise.

4.2 The place of performance includes the location which include installation or erection and to services shall pass on Infineon upon time of acceptance by Infineon and to other supplies at the time of receipt by Infineon at the point of destination specified by Infineon, unless Infineon and Supplier agreed otherwise.

4.3 Unless agreed otherwise, shipping costs shall be charged to Supplier. In case Incoterms are applicable, this means that delivery and risk will be passed to Supplier at the agreed Incoterm of the risk of loss or damage to supplies or services of any nature (“Deliverables”) or the making of payments shall not imply acceptance of any conditions.

4.4 Shipments of Deliverables for use in a clean room shall be effected in a clean room packaging and/or handling. Any extra costs incurred for expediting shipment to meet Supplier agreed otherwise.

5. Contracts; Customs

5.1 Supplier shall inform Infineon before or upon delivery about export control classifications numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation of the classification of ordered or approved or unapproved. This includes, e.g., without limitation, identification of applicable export control classification numbers as well as customs declaration information, such as Incoterms, clear product descriptions, harmonized system codes (HS codes), place of origin, declared value, value added tax in case of Value Added Tax (VAT), materials, equipment or the like. Supplier shall further comply with agreed Incoterms, and also provide appropriate protection for Supplier’s intellectual property rights to such Deliverables by using equivalent provisions for the sublicense as Infineon uses to protect its own intellectual property.

6. Invoices

6.1 Invoices shall indicate the purchase order reference and the numbers of every single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be delivered promptly along with the invoice. Infineon shall be entitled to use this invoice for all invoices related to the current and future purchases. In case Supplier cannot show the value of goods and services separately in the custom invoice, Supplier shall supply the goods according to the Incoterm DDP.

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

7. Payment

7.1 Unless agreed otherwise, payment shall be effected within 21 (twenty-one) days after receipt of the final invoice and the receipt of the duly issued invoice, whichever date is later. Discount shall not be available on the value of returns or costs related to the return of graphics affected by a defect due to infelience; the term payment shall start with the complete removal of the defect. Infineon shall also be entitled to withhold and offset payments against any other claims against Supplier. In case Supplier refuses the Supplementary Performance shall not be construed as an implied admission that the Deliverables are defective.

7.2 If Supplier is a merchant, Infineon shall only be in arrears if it does not make payment upon receipt of a reminder of Supplier which is issued after the payment becomes due.

8. Inspection of Incoming Deliverables

8.1 Upon receipt of the Deliverables, Infineon shall undertake to inspect all incoming Deliverables and check whether they correspond to the quantity and type ordered, whether there are any externally visible transport damage or other externally visible defects. If Infineon discovers a defect during the aforementioned inspections it shall notify Supplier of the defect in writing. Supplier shall then be entitled to make a decision on the matter.

8.2 If defects are detected during the above mentioned inspections it shall notify Supplier of the defect in writing. Supplier shall then be entitled to make a decision on the matter. Supplier’s sole option and discretion, either correct such defects at his own expense, or provide new Deliverables free of defects (“Supplementary Performance”). Infineon’s choice of recovery shall be made at reasonable discretion.

9. Warranty

9.1 Supplier shall guarantee that:

9.1.1 any goods (components, Software) it supplies (including any outputs of services provided) shall comply with any specification provided, be of the highest quality and fit for their intended purpose and be free from defects in design, materials and workmanship and remain so for three years after delivery; and

9.1.2 its services shall be performed with the best care, skill and diligence in accordance with best practice in the Supplier’s industry, will be performed by personnel who are suitably skilled and experienced and trained to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement, unless the relevant laws and regulations provide for a longer period of warranty.

9.2 If defects are detected prior to or upon the transfer of risk or during the warranty period, Supplier shall correct such defects at his own expense, or provide new Deliverables free of defects (“Supplementary Performance”). Infineon’s choice of recovery shall be made at reasonable discretion.

9.3 If the Supplementary Performance fails within a reasonable period of time to be set by Infineon, Supplier shall be entitled to withdraw from all or part of the Agreement without paying 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 need to set a reasonable time period in case Supplier refuses the Supplementary Performance in a serious and definite manner or in case of special circumstances that justify the immediate assertion of the aforementioned rights taking into account Infineon’s interests and interests of third parties.

9.4 If Supplier discovers a defect at a later date, Supplier shall be entitled to carry out repairs or have them carried out at Supplier’s expense under the terms of Warranty. The same applies in the event that immediate repairs are in Infineon’s interest to avoid delays by Infineon because of any other urgency.

9.5 If Supplier discovers a defect in the agreement for repairs or the like, then Supplier shall, at Infineon’s sole option and discretion, either correct such defects at his own expense, or provide new Deliverables free of defects (“Supplementary Performance”). Infineon’s choice of recovery shall be made at reasonable discretion.

9.6 Infineon shall be entitled to carry out repairs or have them carried out at Supplier’s expense under the terms of Warranty. The same applies in the event that immediate repairs are in Infineon’s interest to avoid delays by Infineon because of any other urgency.

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 or will be infringed by such use, and shall indemnify Infineon from and against all demands, claims, liabilities, losses, damages and costs arising out of or in connection with any breach of this warranty.

11. Subcontracting to Third Parties

Subcontracting to third parties shall be permissible without Infineon’s prior written consent. In case Supplier subcontracts or assigns all or part of the Agreement, Supplier shall be entitled to withdraw from or all or part of the Agreement and to claim damages.

12. 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 for Infineon. The material shall only be used for Supplier’s purchase orders. Supplier shall compensate Infineon for depreciation in value or loss of value. Supplier shall also be entitled to reclaim the material after delivery for Supplier’s purchase order.

13. Tools, Patterns, Samples, Specs, etc.

Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc. provided by Infineon to Supplier, as well as items made together with or for Infineon shall not be used for any purposes other than those specified in the Agreement without Infineon’s prior written consent. They shall be safeguarded against unauthorized inspection or use. Subject to any further rights, Infineon shall be entitled to demand their return to Infineon, if Supplier violates this clause.

Supplier is not entitled to disclose information to third parties received from Infineon, unless such information is of a general nature or was otherwise lawfully in his possession.
Infineon has agreed to purchase orders being passed on to third parties, corresponding confidentiality obligations shall be imposed on such third parties in writing by Supplier.

14. Insurance
Supplier is obliged to ensure transit insurance according to the agreed risk transfer.

15. Special Right of Termination
15.1 In the following circumstances:
   i) Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 232 of the Insolvency Act 1986; or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
   ii) Supplier commences negotiations with any or all of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
   iii) Supplier enters into proceedings as a consequence of that.

Infineon shall be entitled to give notice to terminate the Agreement in full or in part or to withdraw from the Agreement. In such a case Infineon shall be entitled to use available equipment or Deliverables 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 labor 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. 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 Supplier Support at 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 obligated 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 a change of 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. Radioactive substances shall be declared in advance. Supplier shall comply with any legal requirements related to dangerous goods including the European Dangerous Goods Transport Requirements (ADR). In this respect, Supplier shall pay attention to the fact that labelling according to ADR can deviate from the hazardous substances according to ADR according to the latest version of the CLP regulation (EC) 1272/2008 and that the respective labels for dangerous goods are in place.

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 the European Commission, European Court of Auditors and/or the European Anti-Fraud Office.

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 ensure 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. Applicable Law, Venue
18.1 The Agreement shall be governed by and construed in accordance with the law in force in England and Wales 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. Nothing in the Agreement is intended to grant to any third party any right to enforce any term of the Agreement or to confer on any third party any benefits under the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 and any re-enactment thereof, the application of which is hereby expressly excluded.

18.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be London. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

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

19.2 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) 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 10 (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 Deliverables which gives cause to any such dispute.

19.3 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.

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

19.5 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.

19.6 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.

19.7 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.