General Conditions for Procurement of Goods

1. Acknowledgement of Order

1.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Reigate Limited, Infineon House Great Western Court, Hunts Ground Rd, Stoke Gifford, Bristol BS34 8HP, United Kingdom within 5 (five) days upon receipt of such purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection of the purchase order within the aforesaid time period, the purchase order shall be deemed to be confirmed by Supplier ("Deemed Acknowledgement of Order"). Infineon shall be entitled to cancel the purchase order within five (5) working days upon receipt of the purchase order by Supplier. The purchase order shall be deemed to be cancelled if Supplier rejects the purchase order within said 5 (five) days.

1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon or Supplier. If the delivery is to be performed in instalments, Supplier shall provide Infineon with the delivery schedule. Supplier shall deliver the goods to Infineon according to the delivery schedule. Supplier shall undertake all risks of non-performance of the obligations specified in the purchase order or the Acknowledgement of Order or Deemed Acknowledgement of Order up to the point of destination specified in the purchase order or the Acknowledgement of Order or Deemed Acknowledgement of Order according to Incoterms 2010, as determined in writing in any event. Any general conditions of Supplier shall be binding on Infineon only insofar as they are consistent with and do not derogate from the terms and conditions set forth or referenced herein and on attachment hereto ("Agreement").

1.3 Any delay in the Deliverables or Supplementary Performance pursuant to Section 9.2, the relevant point in time shall be the date of receipt at the point of destination as specified by Infineon unless Infineon and Supplier have agreed otherwise in writing.

1.4 All Sarbanes-Oxley Act-related and other appropriate documents or forms of evidence of the Supplier's intellectual property rights to such Deliverables by using equivalent provisions for the sublicense as Infineon uses to protect its own intellectual property.

1.5 Time of Performance; Late Performance

1.5.1 Any delivery dates or deadlines stated in any contract or agreement that includes an estimated time shall be deemed to be confirmed by Supplier ("Deemed Acknowledgement of Order"). Infineon shall be entitled to cancel the purchase order within five (5) working days upon receipt of the purchase order by Supplier. The purchase order shall be deemed to be cancelled if Supplier rejects the purchase order within said 5 (five) days.

1.5.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon or Supplier. If the delivery is to be performed in instalments, Supplier shall provide Infineon with the delivery schedule. Supplier shall deliver the goods to Infineon according to the delivery schedule. Supplier shall undertake all risks of non-performance of the obligations specified in the purchase order or the Acknowledgement of Order or Deemed Acknowledgement of Order up to the point of destination specified in the purchase order or the Acknowledgement of Order or Deemed Acknowledgement of Order according to Incoterms 2010, as determined in writing in any event. Any general conditions of Supplier shall be binding on Infineon only insofar as they are consistent with and do not derogate from the terms and conditions set forth or referenced herein and on attachment hereto ("Agreement").

1.5.3 Any delay in the Deliverables or Supplementary Performance pursuant to Section 9.2, the relevant point in time shall be the date of receipt at the point of destination as specified by Infineon unless Infineon and Supplier have agreed otherwise in writing.

1.5.4 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.

1.5.5 If Supplier fails to meet the agreed delivery or performance date for reasons for which Supplier is responsible, Infineon shall first of all have the right to demand the Supplier's payment of a contractual penalty amounting to 0.3 % (three percent of) the total amount of the Agreement per each working day of said delay and not exceeding a maximum of 10 % (ten percent) of this amount. If no reservation is declared at the time of acceptance of the Deliverables or Supplementary Performance pursuant to Section 9.2, Infineon shall nevertheless be entitled to claim the contractual penalty until the final payment.

2. Delivery; Transfer of Risk; Place of Performance

2.1 Goods or services shall be delivered free of customs, duties or taxes of Supplier's domicile or any other place.

2.2 All delivery information, such as Incoterms, clear product descriptions, harmonized system documentation and data together with the goods or services. This includes, e.g., without limitation, identification of applicable export control classification numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation, e.g., certificates or proofs of origin or quality, or data values, on the request of Infineon, especially in case of the materials, equipment or the like. Supplier shall further comply with agreed Incoterms, and also with best practice in the Supplier's industry, will be performed by personnel who are suitable skilled and experienced, and Infineon shall have the right to demand their return to Infineon, if Supplier violates this clause.

2.3 Shipping of Deliverables for use in a clean room shall be performed in a clean room packaging labelled with the part number and part name.

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

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

3. Payment

3.1 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 sent to Supplier.

3.2 In the event that Infineon is using an electronic invoicing system. Supplier is obliged to use this invoicing system for all of its invoices. Supplier shall provide Infineon with electronic invoices for all orders. In such case, Infineon will inform Supplier about all requirements of electronic invoicing.

4. Payment

4.1 Unless agreed otherwise, payment shall be within 21 (twenty-one) days less 3 % (three percent) discount from invoice date or within 30 (thirty) days net from receipt of Infineon's payment advice and supplier invoice. Supplier agrees to accept Infineon's payment advice as a receivables document and to release the goods to Infineon after the terms and conditions of payment have been fulfilled. Supplier is bound to make payment by bank transfer to the account specified on the order.

4.2 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 its possession. Where

5. Invoices

5.1 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 sent to Supplier.
Infinion 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 233 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 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;

Infinion 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 Infinion 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 Infinion-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 Infinion available through the following link: www.infinion.com/Procurement. Infinion 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 Infinion 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 obliged to put the applicable labelling in place. Prior to the first delivery Supplier shall provide Infinion with a Material Safety Data Sheet (MSDS) according to the latest version of the REACH regulation (EC) 1907/2006. In case of an amendment, an updated MSDS that highlights the changes shall be provided to the relevant procurement department of Infinion by Supplier. On request, Supplier shall provide Infinion 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 and CE can deviate from the hazardous substances labelling 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 Infinion and/or any third party authorized by Infinion 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.

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 Infinion. In case that any laws or regulations regarding to radiation safety requirements apply to the Deliverables, Supplier shall provide Infinion 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 Infinion.

19.2 Supplier understands that Infinion 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 Infinion 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 Infinion only in relation to such Deliverables which gives cause to any such dispute.

19.3 None of the rights and remedies granted to Infinion under the Agreement shall be exclusive and prevent Infinion 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 appearance or other form of communication to the press regarding the collaboration between Infinion and Supplier without Infinion’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.

Version: Aug 22
Infineon Technologies Reigate Limited