



General Conditions of Sale

I. Order and Acknowledgement of Order

1. Within 5 (five) working days upon receipt of a purchase order ("Purchase Order") of Infineon Technologies (Malaysia) Sdn. Bhd. And/or Infineon Technologies (Advanced Logic) Sdn. Bhd. (as the case may be "Purchaser"), Supplier ("Supplier") shall either reject or confirm

in writing the Purchase Order ("Acknowledgement of Order"). If Purchaser receives from Supplier neither a confirmation nor a rejection within the time period set forth above, the Purchase Order shall be deemed to be confirmed by Supplier. Purchaser shall be entitled to cancel the Purchase Order within 5 (five) working days upon receipt of the Purchase Order by Supplier if Supplier fails to confirm or reject the Purchase Order within said time period.

2. If the Acknowledgement of Order differs from the Purchase Order, it shall be binding on Purchaser only if and to the extent he has accepted such Acknowledgement of Order in writing. Any general conditions of Supplier shall be binding on Purchaser only insofar as they are consistent with Purchaser's conditions or have been accepted by Purchaser in writing. The acceptance of supplies or services of any nature ("Deliverables") or the making of payments shall not imply acceptance of any conditions.

3. Changes or amendments to the Purchase Order shall only become effective if confirmed by Purchaser in writing.

4. Acknowledgment or shipment of any part of the Purchase Order, or performance of the services called for by the Purchase Order, shall be deemed an acceptance of the Purchase Order by Supplier and a final agreement by both parties to be bound by and comply with all terms and conditions set forth or referenced herein and on the face hereof and on attachments hereto ("Contract").

II. Licences

1. Insofar as Deliverables consist of and/or comprise software, documentation and/or specifications, Supplier grants to Purchaser and affiliated companies of Purchaser a non-exclusive, transferable, worldwide and timely unlimited right to modify (including the creation of derivative works) such Deliverables (for software provided the software was delivered in source code);

a) to use and/or reproduce such (modified) Deliverables;

c) to distribute (including lease) and/or make available to the public such (modified) Deliverables, provided the intended use of such Deliverables is the use integrated in and/or in connection with Purchaser hardware;

d) to have the rights granted under II. para. 1 a), 1 b) and/or 1 c) exercised by persons providing services related to (modified) Deliverables and/or Purchaser hardware to persons licensed under II para. 1.; and/or

e) to sublicense the rights granted under II para. 1 a), 1 b), 1 c) and/or 1 d) to their respective distributors and/or customers (both direct and indirect), provided the intended use of such Deliverables is the use on and/or in connection with Purchaser hardware.

2. All sublicenses granted pursuant to II. 1. e) shall provide appropriate protection for Supplier's intellectual property rights to such Deliverables by using equivalent provisions for the sublicense as Purchaser uses to protect its own intellectual property.

III. Time of Performance; Late Performance

1. For the purpose of determining the timeliness of supplies or of Supplementary Performance pursuant to VIII para. 2, the relevant point in time shall be the date of receipt at the point of destination specified by Purchaser. For the purpose of determining the timeliness of supplies which include installation or erection and for the performance of services the relevant point in time shall be the date of acceptance by Purchaser.

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

3. If a delay in the Deliverables or a Supplementary Performance pursuant to VIII para. 2 is expected to occur, Supplier shall immediately inform Purchaser and ask him to make a decision on the matter.

4. If Supplier fails to meet the agreed delivery or performance date for reasons for which Supplier is responsible, Purchaser shall be entitled, without prejudice to its statutory rights, to impose liquidated damages amounting to 0.5 % (five tenths percent) of the total amount of the Purchase Order per each working day of said delay and not exceeding a maximum of 20% (twenty percent) of this amount. If no reservation is declared at the time of acceptance of the Deliverables or Supplementary Performance pursuant to VIII para. 2, Purchaser shall nevertheless be entitled to claim the liquidated damages until the final payment.

IV. Delivery; Transfer of Risk; Shipment; Place of Performance; Export Control; Customs

1. Any deliveries shall be made DAP pursuant to the Purchase Order according to Incoterms 2010 unless agreed otherwise.

2. The risk of loss of or damage to supplies which include installation or erection and to services shall pass onto Purchaser upon time of acceptance by Purchaser and to other supplies at the time of receipt by Purchaser at the point of destination specified by Purchaser, unless Purchaser and Supplier agreed otherwise.

3. Unless agreed otherwise, shipping costs shall be charged to Supplier. In case Incoterms 2010 are agreed that oblige Purchaser to bear the total or part of the freight costs, shipment shall be effected in the cheapest manner unless otherwise specified by Purchaser. Extra costs incurred due to failure to conform to a shipping specification shall be borne by Supplier. In case Incoterms 2010 are agreed that oblige Supplier to bear all freight costs, Purchaser shall be entitled to determine the mode of shipment. Any extra costs incurred for expediting shipment to meet delivery shall be borne by Supplier.

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

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

6. Supplier shall inform Purchaser before or upon delivery about any applicable export or re-export restrictions and regulations and the applicable export control classification numbers (including the ones for the USA) applicable to the Deliverables, information, software or technology supplied by Supplier. In addition, Supplier shall inform Purchaser of any documents to be provided by Purchaser, such as an end-use certificate, without undue delay after conclusion of the Contract. Supplier shall implement effective measures to ensure compliance with the applicable anti-terrorism regulations and foreign trade and payment laws. Supplier shall provide Purchaser before or upon delivery with any customs data required in accordance with applicable customs and trade related laws and regulations requiring, amongst other things, clear product descriptions, Harmonized System Codes (HS Codes), country of origin (in the two digit ISO code) and customs value. Such data shall be provided on every invoice. Supplier shall further provide a declaration of preferential treatment, if applicable to the Deliverables.

Upon request of Purchaser, Supplier shall provide Purchaser with a long term shippers declaration concerning the requested Deliverables. Supplier shall be liable for the correctness of all provided data. If through governmental antidumping measures penalty duties are imposed on Deliverables upon the import in the receiving country, Supplier shall not be entitled to deliver such Deliverables, unless Purchaser expressly agreed to such deliveries in writing in advance. In cases, where the shipping-address is different to the billing-address and the goods are subject to export authorization when being exported out of the relevant country, Supplier shall inform Purchaser upon delivery accordingly and provide all relevant shipping data, as in such case, Purchaser shall act as Exporter of Records (EOR) according to the applicable customs and export control laws.

7. Unless the Incoterm DDP is agreed, Purchaser is responsible for the performance of the import customs clearance. In such case, Purchaser will not refund Supplier or Supplier's service provider any customs duties or service fees when importing or exporting goods. In case the Incoterm DDP is agreed, Supplier is responsible for the export and the import customs clearance and shall bear all related costs.

In case the Purchase Order refers to the delivery of goods and services, the customs invoice of Supplier shall show the value of goods separately from 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.

In case Supplier cannot show the value of goods and services separately in the customs invoice, Supplier shall supply the goods according to the Incoterm DDP.

8. Deliveries in excess of requirements are subject to prior written confirmation of Purchaser.

V. Invoices

Invoices shall indicate the purchase order reference, country of origin for products supplied, HS Code, Export Control Classification Number or Ausfuhrliste Nummer or Export List Number and the details of every single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be marked as such.

VI. Payment

1. Unless agreed otherwise, payment shall be effected and fall and payable at least 60 days following invoice receipt date.

2. The term of payment shall start with the date the Deliverables have been fully effected and a duly issued invoice has been received by Purchaser. Insofar as Supplier is obliged to provide material tests, test certificates, quality related or other documents, the term of payment shall only start with receipt of all such documents by Purchaser. In case of any delivery or performance before the agreed delivery or performance date, the payment term shall start with the agreed delivery or performance date or from receipt of the duly issued invoice, whichever date is later. Discounts shall also be deductible if Purchaser offsets payments against receivables or withholds payments of a reasonable amount due to a defect in Deliverables; the payment term shall start with the complete removal of the defect.

3. Payment of Deliverables shall not be construed as an implied admission that the Deliverables comply with contractual terms.

4. Purchaser may set off against any sums due to the Supplier whether under this order or otherwise as permitted by law.

VII. Inspection of Incoming Deliverables

1. Upon receipt of the Deliverables, Purchaser 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.

2. If Purchaser discovers a defect during the abovementioned inspections it shall notify Supplier thereof. This shall also apply if Purchaser discovers a defect at a later date.

3. Notifications of defects may be lodged within one month after delivery or performance of the Deliverables or, where the defects are first noticed during working or processing or first use, within one month after they were first detected. Purchaser shall not be under any commitment to Supplier to make any more inspections and notifications than those specified above.

VIII. Warranty

1. The warranty period shall be 3 (three) years, unless the relevant laws and regulations provide for a longer warranty period. The warranty period shall commence with the transfer of risk pursuant to IV para. 1.

2. If defects are detected prior to or upon the transfer of risk during the warranty period, Supplier shall, at Purchaser's sole option and discretion, either correct such defects at his own expense, or provide new Deliverables free of defects ("Supplementary Performance"). Purchaser's choice shall be made at reasonable discretion.

3. If the Supplementary Performance falls within a reasonable period of time to be set by Purchaser, Purchaser shall be entitled to withdraw from all or part of the Contract 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 Contract.

4. Purchaser shall be entitled to carry out repairs or have them carried out at Supplier's expense without setting a deadline if Supplier is in delay with the delivery of the Deliverables.

5. The same applies in the event that immediate repairs are in Purchaser's interest to avoid delays by Purchaser or because of any other urgency.

6. Claims under the above warranty provisions shall lapse 1 (one) year from the time Supplier is notified of a defect, however in no event before the expiration of the warranty period as set forth in VIII para. 1.

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

8. In case Supplier carries out Supplementary Performance pursuant to VIII para. 2, for these Deliverables the full warranty period set forth in VIII para. 1 shall start anew.

9. Defective Deliverables shall be returned at Supplier's expense and risk.

IX. 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 Contract.

X. Subcontracting to Third Parties

Subcontracting to third parties shall not be permissible without Purchaser's prior written consent. In case of subcontracting without Purchaser's prior written consent, Purchaser shall be entitled to withdraw from all or part of the Contract and to claim damages.

XI. Material provided by Purchaser

1. Material provided by Purchaser to Supplier shall remain the property of Purchaser and shall be clearly marked and stored separately at no cost for Purchaser. The material shall only be used for Purchaser's purchase orders. Supplier shall compensate Purchaser for depreciation in value or loss. This shall also apply to material provided for and on Supplier's account for a specific Purchase Order.

2. Supplier shall process or transform the material for Purchaser who shall become the direct owner of the new or transformed item. If this is prohibited by law, Purchaser and Supplier agree, that Purchaser shall at all times during processing or transformation become the owner of the new item. Supplier shall apply due and proper care in keeping the new item at no cost to Purchaser.

XII. Tools, Patterns, Samples, Secrecy, etc.

Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc. provided by Purchaser to Supplier, as well as items made together with or for Purchaser, shall not be passed on to third parties nor used for purposes other than those specified in the Purchase Order without Purchaser's prior written consent. They shall be safeguarded against unauthorized inspection or use. Subject to any further rights, Purchaser shall be entitled to demand their return to Purchaser, if Supplier violates this clause.

Supplier is not entitled to disclose information to third parties received from Purchaser, unless such information is of a general nature or was otherwise lawfully in his possession. Where Purchaser 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.

XIII. Insurance

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

XIV. Assignment of Receivables

No receivables shall be assigned without Purchaser's prior written consent.

XV. Termination

1. In addition to all of the other rights which Purchaser may have to cancel the Purchase Order, Purchaser shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Purchaser will not be liable to Supplier for any costs for completed items, items 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 as stated on the face of the Purchase Order or, if none is stated, thirty (30) days. If Purchaser cancels the Purchase Order within such time as specified on the face of the Purchase Order or, if none is stated, thirty (30) days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to Supplier for such termination: (a) Purchaser will pay the contract price for all items reasonably completed in accordance with the Purchase Order and not previously paid for unless said item(s) is part of Supplier's standard commercial items, and (b) Purchaser will pay a fair and proper proportion of the contract price for items in process and for all materials acquired or contracted for within the time specified on the face of the Purchase Order for the purpose of fulfilling the Purchase Order which Supplier is unable to cancel, return or otherwise use in Supplier's operations. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit at Purchaser's expense

2. Purchaser'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 Purchaser, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfil its obligations under the Purchase Order; or (iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or 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 Purchaser shall be entitled to use available equipment or Deliverables and services which have already been provided by the Supplier in order to continue the work, in return for appropriate payment.

XVI. Compliance with Laws; Corporate Social Responsibility; Environmental Protection, Safety and Health (ESH)

1. Supplier shall comply with all laws, rules and regulations applicable to the manufacture, sale and supply of the Deliverables or otherwise in performance of the Contract, including without limitation laws, rules, and regulations regarding labour standards, safety and health, and protection of the environment.

2. Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct of Purchaser available on Purchaser's website through the following link: www.infineon.com/procurement. Purchaser 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 Purchaser within 15 (fifteen) working days upon its receipt. Supplier shall respect the principles of the UN Global Compact.

3. Supplier shall comply with the applicable ESH requirements and requirements regarding the employment of foreign personnel during the performance and fulfillment of the Contract and at its cost be responsible for providing and securing any relevant permits or licenses required by applicable law.

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 Purchaser with a Material Safety Data Sheet (MSDS) according to the latest version of the REACH regulation (EC) 1907/2006. In case of any changes, an updated MSDS that highlights the changes shall be provided to the relevant purchasing department of Purchaser by Supplier. On request, Supplier shall provide Purchaser 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 labelling according to the latest version of the CLP regulation (EC) 1272/2008 and that the respective labels for dangerous goods are in place.

XVII. 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 Purchaser. In case that any laws or regulations regarding to radiation safety requirements apply to the Deliverables, Supplier shall provide Purchaser with the whole set of information necessary to obtain the respective radiation safety permits immediately after conclusion of the Contract.

XVIII. Indemnity

Supplier shall indemnify Purchaser against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which Purchaser may incur whether directly, or as a result of:

- (a) personal injury or death of any person or in respect of any loss or destruction or damage to property attributable to any defect in the Deliverables or services or the Supplier's performance of its supply obligations; and/or
- (b) any action, claim or demand of any third party by reason of any breach by the Supplier of the Contract or of any terms or obligations of any applicable law or regulation or contractual provision on the part of the Supplier relevant to the Purchase Order or to the goods; and/or
- (c) any breach by the Supplier of applicable laws in the performance of the Purchase Order. In case any performance of the Purchase Order is required within the Purchaser's premises, the 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 Purchaser at all times.

XIX. Withholding Tax

Withholding tax, where applicable under the prevailing tax laws of Malaysia shall be deducted from the payment due to the Supplier and the balance of the payment shall be remitted to the Supplier. The tax withheld shall be paid to the tax authorities by the Purchaser on the Supplier's behalf and the relevant tax receipts issued by the tax authorities shall be returned by the Purchaser to the Supplier in due course. Supplier must support any claim for non-deduction of withholding tax with required documentation attached to invoice. Purchaser is obliged to withhold full amount of withholding tax where required documentation is missing or inadequate, in the opinion of Purchaser.

XX. Public Announcement, Press Release etc.

Supplier shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press indicating the selection of Supplier and system model by Purchaser without prior written consent of the purchasing department and the public relations manager of Purchaser.

XXI. Additional Provisions

Where points arise that are not covered by these conditions, the legal provisions shall apply.

XXII. Dispute Resolution and Applicable Law

1. The Parties agree to attempt to settle any dispute amicably. In the event the dispute cannot be resolved amicably, such dispute shall be resolved and Parties agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

2. The laws of Malaysia shall apply without reference to its conflict laws. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

3. A person or entity who is not a party to the Contract shall not have any right to enforce any of the provisions of the Contract pursuant to any statute or re-enactment thereof in force at the time of the Contract.