General Conditions of Purchase

I. Order and Acknowledgment

1. These terms and conditions (the “General Terms and Conditions”) are made part of this purchase order, and acceptance of this purchase order is expressly limited to the terms hereof.

2. Contractor (“Supplier”) shall either reject or confirm in writing a purchase order (“Acknowledgement of Order”) within 5 (five) working days of receipt of such purchase order. If such Contractor fails to acknowledge such purchase order within 5 (five) working days of receipt, then such purchase order is deemed to be accepted. If Contractor receives from Supplier neither a confirmation nor a rejection within the period set forth above, the purchase order shall expire.

3. If the Acknowledgment of Order differs from the purchase order, it shall be binding on Supplier only if and to the extent the Supplier agrees thereto in writing. The acceptance of the conditions of Supplier shall be binding on Purchaser only as they are consistent with Purchaser’s rights and remedies under the purchase order in writing. The acceptance of the supplier of any nature (“Deliverables”) or the making of payments shall not imply acceptance of any conditions.

4. For the purposes of this General Terms and Conditions “Related Company” shall mean any corporation, company, or other entity, which: (i) is Controlled by a Party hereto; or (ii) is under common Control with a Party hereto; and (iii) is owned by or owns more than fifty percent (50%) of the controlled entity’s shares or ownership interest the right to make decisions for such enterprise’s general affairs or to receive or control income or assets; or (iv) is Controlled by any other government authority with jurisdiction or (ii) to any country for which an export license or other restrictions and regulations are required.

5. No receivables shall be assigned without Purchaser's prior written consent. Supplier is obliged to ensure transit insurance according to the agreed risk transfer. Insurance required by law will be underwritten by a company approved or authorized for the type of insurance under which the delivery is made.

II. Licence

1. Supplier assembles and delivers and/or makes available to Purchaser, certain applications software products (collectively, the “Deliverables”) and agrees to this supplier, as well as to Supplier’s availability with the rights granted under this purchase order. Purchaser shall have the rights granted under this purchase order for a term corresponding to the duration of Supplier's license to perform useful purposes with the Deliverables.

2. Supplier is responsible for Purchaser’s ability to use the Deliverables in accordance with the restrictions designated in the applicable license. Supplier shall cooperate with Purchaser in the determination of whether the Deliverables are delivered hereunder is the digital 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.

3. Unless agreed otherwise, shipping costs shall be charged to Supplier. In case Inconsistencies 2010 are agreed that Observe that Purchaser bear the full or part of the freight costs, shipping shall be charged in the cheapest manner unless specified otherwise by Supplier. If Purchaser reserves the right not to buy liability and in addition to his other rights and remedies, to terminate this purchase order for notice effective when received by Supplier. As stated Deliverables are not yet shipped or services not yet rendered, to purchase substitute Deliverables or services elsewhere and charge Supplier with any loss incurred.

4. In addition, if Supplier fails to meet the agreed delivery or performance data for reasons for which Supplier is responsible, Purchaser shall be entitled, without prejudice to its statutory rights, to charge a contractual penalty amounting to 0.3% (three tenths percent) of the total amount of the contract per each working day of delay and not exceeding a maximum of 10% (ten percent) of such fee. If Supplier fails to meet the agreed delivery or performance data for reasons for which Supplier is responsible, Purchaser may at its sole 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 Purchaser’s sole option and discretion, either correction of defects or providing new Deliverables free of defects (“Supplementary Performance”). Supplier’s choice shall be made at Supplier’s sole discretion.

5. If a delay in the Deliverables or a Supplementary Performance pursuant to VIII para. 2 is expected to occur, Supplier may require Purchaser to ship the Deliverables by a faster method than originally specified at Supplier's request. Supplier reserves the right not to buy liability and, in addition to its other rights and remedies, to terminate this purchase order for notice effective when received by Purchaser. As stated Deliverables are not yet shipped or services not yet rendered, to purchase substitute Deliverables or services elsewhere and charge Supplier with any loss incurred.

6. If a delay in the Deliverables or a Supplementary Performance pursuant to VIII para. 2 is expected to occur, Supplier may require Purchaser to ship the Deliverables by a faster method than originally specified at Supplier's request. Supplier reserves the right not to buy liability and, in addition to its other rights and remedies, to terminate this purchase order for notice effective when received by Purchaser. As stated Deliverables are not yet shipped or services not yet rendered, to purchase substitute Deliverables or services elsewhere and charge Supplier with any loss incurred.

7. The non-performance or delay in the performance of Supplier may lead to cancellation of the purchase order, full or in part, or to termination from the purchase order. In such a case Purchaser shall be entitled to use available equipment or Deliverables.

8. Objections are subject to prior written confirmation of Purchaser.

V. Invoices

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 marked as such.

VI. Payment; Taxes

1. Payment of Deliverables shall be made upon delivery. Acceptance of payment and performance shall be effectuated and each unit of performance shall be paid for, in accordance with the terms of this purchase order. Invoices shall be rendered by Supplier in the currency agreed in the purchase order. Unless otherwise specified in the purchase order, full and net price shall be paid to Supplier. Supplier covenants that all of its activities under or pursuant to this purchase order shall comply with all applicable laws, rules and regulations as well as with the regulations of the U.S. Export Administration Act as amended, the Export Administration Regulations, the Foreign Corrupt Practices Act of 2003, U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and any similar laws that may be applicable in any jurisdiction.

2. Contractor shall either reject or confirm in writing a purchase order (“Acknowledgement of Order”) within 5 (five) working days of receipt of such purchase order. If such Contractor fails to acknowledge such purchase order within 5 (five) working days of receipt, then such purchase order is deemed to be accepted. If Contractor receives from Supplier neither a confirmation nor a rejection within the period set forth above, the purchase order shall expire.

3. If the Acknowledgment of Order differs from the purchase order, it shall be binding on Supplier only if and to the extent the Supplier agrees thereto in writing. The acceptance of the conditions of Supplier shall be binding on Purchaser only as they are consistent with Purchaser’s rights and remedies under the purchase order in writing. The acceptance of the supplier of any nature (“Deliverables”) or the making of payments shall not imply acceptance of any conditions.

4. In case default notice by Supplier gives notice to terminate the purchase order, the customer, the invoice, the contract and the damages.

5. Material provided by Purchaser to Supplier shall remain the property of Purchaser and shall be clearly marked and stored separately at no cost to Purchaser. The material shall only be used for Purchaser’s purchase orders. Purchaser shall compensate Supplier for depreciation in value or lose. This shall also apply to material provided for and on Supplier’s account for a specific purchase Order. Supplier shall process or transform the material for Purchaser who shall become the direct owner of the new item. Supplier shall apply due and proper care in keeping the new item at no cost to Purchaser.

6. XI. 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.

X. Material provided by Purchaser

Supplier shall be the forerunner of all provided data. If through governmental anti-dumping measures duties imposed are imposed on Deliverables upon importation in the receiving country, Supplier shall be entitled to deliver such Deliverables, unless expressly agreed to such deliveries in writing in advance. Additional costs incurred for exporting shipment to meet delivery shall be borne by Supplier.

XI. Insurance

Supplier on request of Purchaser, Supplier shall provide with a long term shipper's declaration covering the risk. Supplier shall be liable for the correctness of all provided data. If through governmental anti-dumping measures duties imposed are imposed on Deliverables upon importation in the receiving country, Supplier shall be entitled to deliver such Deliverables, unless expressly agreed to such deliveries in writing in advance. Additional costs incurred for exporting shipment to meet delivery shall be borne by Supplier.

XII. Inspection of Incoming Deliverables

If a delay in the Deliverables or a Supplementary Performance pursuant to VIII para. 2 is expected to occur, Supplier may require Purchaser to ship the Deliverables by a faster method than originally specified at Supplier's request. Supplier reserves the right not to buy liability and, in addition to its other rights and remedies, to terminate this purchase order for notice effective when received by Purchaser. As stated Deliverables are not yet shipped or services not yet rendered, to purchase substitute Deliverables or services elsewhere and charge Supplier with any loss incurred.

XIII. Assumption of Risk

If a delay in the Deliverables or a Supplementary Performance pursuant to VIII para. 2 is expected to occur, Supplier may require Purchaser to ship the Deliverables by a faster method than originally specified at Supplier's request. Supplier reserves the right not to buy liability and, in addition to its other rights and remedies, to terminate this purchase order for notice effective when received by Purchaser. As stated Deliverables are not yet shipped or services not yet rendered, to purchase substitute Deliverables or services elsewhere and charge Supplier with any loss incurred.

XIV. Special Right of Termination: Rescheduling & Cancellation

If a delay in the Deliverables or a Supplementary Performance pursuant to VIII para. 2 is expected to occur, Supplier may require Purchaser to ship the Deliverables by a faster method than originally specified at Supplier's request. Supplier reserves the right not to buy liability and, in addition to its other rights and remedies, to terminate this purchase order for notice effective when received by Purchaser. As stated Deliverables are not yet shipped or services not yet rendered, to purchase substitute Deliverables or services elsewhere and charge Supplier with any loss incurred.
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which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

Purchaser may cancel this purchase order for conveniences in whole or in part or rescind any delivery including method of shipment at any time prior to shipment of the Deliverables or the commencement of any service. Purchaser shall not be subject to any charges or other fees as a result of such termination, cancellation, or rescinding event.

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

1. Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin and the country of destination) to the manufacture, sale and supply of the Deliverables or otherwise performance of the contract, including without limitation laws, rules, and regulations regarding labor standards, safety and health, and protection of the environment. In addition, Supplier shall respect the principles of the UN Global Compact.

2. Supplier shall comply with any additional applicable version of the Supplier Code of Conduct of Purchaser available on Purchaser’s website through the following link: www.infineon.com/Procurement. Supplier will notify Purchaser 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 to 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) business days upon receipt. Supplier shall respect the principles of the UN Global Compact.

3. Supplier shall become a member of the Responsible Business Alliance (“RBA”), and has adopted the RBA’s Code of Conduct (“RBA Code”), which is available at http://www.responsiblebusiness.org/code-of-conduct. Supplier acknowledges the Supplier Code of Conduct of Purchaser and the RBA Code and agrees to comply with, and implement, the requirements of each, as amended from time-to-time by Purchaser. In addition, anything to the contrary herein, Supplier shall provide Purchaser and a third party access to it facilities, personnel records reasonably required to assess and audit Supplier’s compliance with the Supplier Code of Conduct of Purchaser and the RBA Code. Supplier shall not (i) request or encourage, directly or indirectly, any Supplier personnel to furnish false or incomplete information in connection with any assessment or audit or (ii) take any retaliatory action against any Supplier personnel interviewed. Supplier will immediately implement corrective action to remedy any non-compliance with the Supplier Code of Conduct and the RBA Code. Supplier shall comply with the applicable ESH requirements and requirements regarding the employment of foreign personnel during the performance and fullfillment of the Contract and at its cost be responsible for providing and securing any required 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 Purchaser. On request, Supplier shall provide Purchaser with any additional informational material necessary to guarantee applicable 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 labeling 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.

5. Supplier shall not be entitled to process any personal data received from Buyer on Buyer’s behalf. If Supplier and/or a Supplier affiliate transfers personal data to Supplier, the rights in and to its personal data remain with the data subject (e.g. the Buyer employee). Supplier shall store the personal data received from Buyer (and/or its Affiliates) only in accordance with the terms of this agreement. Supplier shall not store such personal data for a period exceeding the period specified by Buyer. Supplier shall ensure, to the maximum extent possible, that Supplier accesses such personal data only on a need-to-know basis to fulfil the task. Supplier shall ensure the processing of personal data only to employees and subcontractors who have been bound to data secrecy when dealing with personal data in accordance with applicable laws. If Supplier engages subcontractors or other business partner, Supplier shall notify Buyer in writing that the subcontractor in working with personal data. Supplier shall not deploy the subcontractor before Buyer’s permission.

6. Supplier agrees that the following terms and conditions of this Minimum Data Protection Rules, as may be amended from time to time, apply to Supplier’s processing of personal data:

a. Supplier is liable for ensuring the protection of personal data of the Data Subjects in accordance with the mandatory data protection obligations of Supplier set forth in applicable laws, rules and regulations, Supplier shall implement appropriate technical and organizational measures in relation to the physical environment, software and personnel to ensure the protection of personal data and the security of the data processing according to applicable laws and Buyer’s Supplier IT Security Guidelines. Supplier shall bear all costs and expenses incurred in complying with applicable laws. Supplier shall inform Buyer promptly if serious information of the ordinary course of business, in case of hostile takeovers, suspicious protection vulnerabilities or other irregularities during the processing of Buyer’s personal data. Upon termination or expiration of this Agreement, Supplier shall destroy all personal data of Buyer in its possession in a manner acceptable to Buyer (e.g. to ensure that the destroyed data cannot be recovered). Supplier has to provide a confirmation thereof within a reasonable period after the termination or expiration of this Agreement.

b. Supplier shall comply with Buyer’s Supplier IT Security Guide available at 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 IT Security Guide. Such update shall be deemed to have been agreed to by Supplier unless Supplier sends the objection to such update (including an explanation of such objection) in written or electronic form to Buyer within 15 (fifteen) business days upon receipt.

1. For national security and foreign policy reasons, Buyer restricts access to control relevant areas and technical data only to US Persons (as that term is defined under applicable US laws and regulations) or foreign nationals with the appropriate export authority. As such, if a Seller employee requires access to an export controlled area and/or technical data in order to perform his/her job function, Seller will be required to provide Buyer with written certification that the employee is a US Person or has the proper export authority before the employee is granted such access. Failure by Seller to provide written certification shall be deemed a material breach of this Agreement.

XVI. Indemnification; IP Ownership

1. Purchasers disclaim, and shall have no liability for any trademark, trade dress, trade secret, copyright, design or patent infringement, or any other intellectual property right, which may occur, as a result of the sale of Deliverables to Purchaser.

2. Supplier shall indemnify, defend and hold harmless Supplier from and against all judgments, settlements, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from or related to any action, claim or proceeding incurred as a result of any claim asserted by a third party alleging that the Deliverables or their distribution or use constitute an infringement of any patent, copyright, trademark, trade secret or other intellectual property right the Supplier has acquired any bodily injury, property damage or death. Supplier agrees that any services and work performed hereunder shall be conclusively deemed to be work for hire and as such all titles and rights in such works shall exclusively belong to Purchaser.

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 CE conformity. Supplier shall provide the corresponding declaration of conformity to Purchaser.

1. Supplier shall comply with Buyer’s Supplier IT Security Guide available at 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 IT Security Guide. Such update shall be deemed to have been agreed to by Supplier unless Supplier sends the objection to such update (including an explanation of such objection) in written or electronic form to Buyer within 15 (fifteen) business days upon receipt.

2. For national security and foreign policy reasons, Buyer restricts access to control relevant areas and technical data only to US Persons (as that term is defined under applicable US laws and regulations) or foreign nationals with the appropriate export authority. As such, if a Seller employee requires access to an export controlled area and/or technical data in order to perform his/her job function, Seller will be required to provide Buyer with written certification that the employee is a US Person or has the proper export authority before the employee is granted such access. Failure by Seller to provide written certification shall be deemed a material breach of this Agreement.

XVIII. Public Announcement, Press Release

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

XIX. Additional Provisions

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

Revision Date: March 2022

Infineon Technologies Americas Corp.