I. Order and Acknowledgement
1. These terms and conditions (the “General Terms and Conditions”) are made part of this purchase order by incorporation and are subject to change without notice. 
2. Contractor (“Supplier”) shall either reject or confirm in writing a purchase order (“Acknowledgement of Order”) by Supplier’s representative within five (5) working days after receipt of the purchase order. Any failure to confirm shall be deemed to be an acceptance of the purchase order by Supplier. 
3. If the Acknowledgement of Order differs from the purchase order, it shall be binding on Supplier only if and to the extent the change is noted or acknowledged in writing. 
4. If Supplier fails to confirm in writing the purchase order within five (5) working days after receipt of the purchase order, Supplier shall be deemed to have accepted the purchase order.
5. Contract shall be deemed to be an offer that may be accepted by Supplier upon receipt of the purchase order.
6. Supplier’s rights granted under II. para. 1 a), 1 b) and/or 1 c) shall be exercised by entities: a) not owned or controlled, directly or indirectly, by the controlling entity.
7. 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 intellectual property rights to such Deliverables.
8. 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.
9. The warranty provided by Supplier to Purchaser shall not be nullified or affected by any export-controlled commodity, technical data or software.
10. If the delivery date is exceeded, Purchaser shall be entitled to demand a reduction of price or, at Supplier’s expense, perform himself or have performed repairs or new Deliverables free of defects (“Supplementary Performance”). Purchaser’s choice shall be made at its discretion.
11. In case the Purchase Order refers to the delivery of goods and services, the customs invoice of Supplier is responsible for the export and the import customs clearance and shall bear all related costs.
12. The supply, importation, and check whether they correspond to the quantity and type or order and whether there are any defects. 
13. 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. Supplier agrees that Purchaser is to provide appropriate protection for Supplier’s intellectual property rights to such Deliverables. 
14. The supplier shall supply the goods according to the Incoterm DDP.
15. In case the CN–SPAM Act. Supplier covenants that all of its activities under or pursuant to this purchase order shall comply with all applicable laws, rules and regulations, whether or not referenced or not, and Supplier shall comply with all relevant laws, rules and regulations to comply with all laws, rules and regulations.
16. Supplier shall further provide a declaration of preferential treatment, if applicable to the Deliverables. 
17. If the delivery date and performance data for the reasons for which Supplier is responsible. 
18. 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. 
19. 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. 
20. If Supplier discovers a defect after the due diligence inspection or inspection is to be performed by the Purchaser, Supplier shall be entitled to give notice to terminate the purchase order in whole or in part or to withdraw from the purchase order. In such a case Purchaser shall be entitled to use available equipment or Deliverables.

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which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

Supplier 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. Supplier 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 (EHS); FOCA

1. Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and the Purchaser-identified country of destination, if provided) to the manufacture, sale and supply of the Deliverables or otherwise in performance of the contract, including without limitation labor 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 X of these General Terms and Conditions comply with such laws, rules, and regulations.

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. 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 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 its 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 and the RBA Code and agrees to comply with, and implement, the requirements of each, as amended from time-to-time by Purchaser. Supplier shall promptly take whatever action is necessary to comply with the requirements hereof, will provide Purchaser and a third party access to its 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 Supplier personnel interviewed. Supplier will immediately implement corrective action to remedy any non-compliance with the Supplier Code of Conduct of Purchaser and the RBA Code.

4. 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 it shall be responsible for providing and securing any relevant permits or licenses required by applicable law.

5. Supplier shall ensure 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 proper 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 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 labeling according to the latest version of the CLP regulation (EC) 1272/2008 and that the respective labels on dangerous goods are in place.

Supplier shall not be entitled to process any personal data received from Buyer or Buyer’s affiliates in any way other than set out in applicable data protection law. If Buyer and/or a Buyer affiliate transfers personal data to Supplier, the rights and in all its personal data remain with the data subject (e.g. the Buyer employee). Supplier shall process the personal data received from Buyer (and/or its Affiliate) only in accordance with the terms of this agreement. Supplier shall 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 fulfill the task. Supplier shall enter 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 is working with personal data. Supplier shall not deploy the subcontractor before Buyer’s permission.

Supplier shall ensure that any approved and arranged subcontractor shall comply with all terms and conditions of this Minimum Data Protection Rules prior to such subcontractor performing any services as well as choosing appropriate data transfer agreements with Supplier. Supplier shall be responsible for preventing any unauthorized disclosure of personal data to Third Parties. Supplier shall allow the designated Data Protection Officer of Buyer a reasonable period and sufficient access within which to verify compliance by Supplier with the terms of this agreement and all applicable laws. 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 Guideline. 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 reasonable suspicion of privacy violations or other irregularities during the processing of Buyer’s personal data. Upon termination or expiration of this Agreement, Supplier will ensure that all personal data of Buyer is in 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.

7. Supplier shall comply with Buyer’s Supplier IT Security Guide available under www.infineon.com/procurement. Infineon will notify Service Provider in written or electronic form (e.g. through a web tool) of any updated applicable version of the Supplier IT Security Guideline. 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 Buyer within 15 (fifteen) business days upon its receipt.

8. For national security and foreign policy reasons, Buyer restricts access to export controlled 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.

XX. Venue, Applicable Law

This General Terms and Conditions and any purchase orders thereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict or choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. Any controversy or claim arising out of or relating to this purchase order shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award will be final and binding, and may be entered in any court having jurisdiction thereof.

XXI. NO IMPLIED WAIVER

No express or implied waiver of one party of any breach of any term, condition or obligation of this purchase order shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of this purchase order of the same or any other nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of this purchase order must be in writing and shall be effective only to the extent specifically set forth in such writing.

XXII. RELATIONSHIP OF THE PARTIES

The parties are independent contractors and nothing in this purchase order is intended or shall be construed as one Party being an agent, partner, or joint venturer of the other Party.

XXIII. GOVERNMENT CONTRACTS

In the event the purchase order this General Terms and Conditions are attached thereto bears a government contract or subcontract number on the face hereof, such purchase order and the contract resulting therefrom shall be subject to all applicable provisions of, and will contain all clauses and agreements required by, the terms of any government contract or subcontract under which or for which this purchase order is issued, including the Armed Services Procurement Regulations.