1. Acknowledgement of Order
Supplier shall confirm, within 3 (three) working days upon receipt of such purchase order, that no notice from Supplier is required. If Supplier does not confirm the order within the stated period, the Supplier shall be deemed to have accepted the purchase order. Supplier shall notify Infineon of any changes to the price, delivery time, or any other condition.

2. Scope and Nature of Service
The Scope and Nature of Service shall be performed in accordance with the dates and timelines set forth in the purchase order. The Service shall be performed by Supplier in a manner consistent with Infineon's conditions or have been accepted by Infineon in writing. The acceptance of the terms of the scope and nature of the Service shall be final.

3.2 Unless agreed otherwise, the purchase order shall be deemed to be binding on Supplier. Supplier shall perform all Services in accordance with the dates and timelines set forth in the purchase order. Supplier shall ensure that all Services are performed in accordance with Infineon's conditions or have been accepted by Infineon in writing. The acceptance of the terms of the scope and nature of the Service shall be final.

4.2 Infineon shall provide Supplier's named representative with all information and instructions necessary to perform the Service. Should Supplier require additional information, Supplier shall be entitled to request such information.

5.1 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon or Supplier if it has been accepted by both parties. In the event that the Supplier has not accepted the Acknowledgement of Order in writing, any general conditions of Supplier shall be binding on Infineon only so far as they are consistent with Infineon's conditions or have been accepted by Infineon in writing. The acceptance of the terms of the scope and nature of the Service shall be final.

6.14 If the Supplier fails to perform the Service as stipulated in the purchase order, Supplier shall be liable for any delay or failure to meet any date or timeline. Supplier shall be entitled to charge interest on the amount of the purchase order for any delay or failure to meet any date or timeline.

7.4 Where applicable law requires Infineon to certify security of Infineon data (with or without subcontractors), Supplier shall comply with Infineon's security and access requirements and shall request to be informed of any deficiencies identified by Infineon.

8.1 Supplier shall provide all required information to Infineon in a timely and accurate manner. Supplier shall provide all required information to Infineon in a timely and accurate manner.

9.1 Supplier shall provide all required information to Infineon in a timely and accurate manner. Supplier shall provide all required information to Infineon in a timely and accurate manner.

10.1 Supplier shall provide all required information to Infineon in a timely and accurate manner. Supplier shall provide all required information to Infineon in a timely and accurate manner.
entitled to deliver such products, unless Infineon expressly agreed to such deliveries in advance.

10.4 In case the Services require the shipment of goods, the shipping-address is different to the billing-address and the goods are transported on a carriage basis when being shipped to the relevant country, Supplier shall inform Infineon upon delivery accordingly and provide all relevant shipping data, as in such case Infineon shall act as Exporter of Records (EOC) according to the applicable customs and export control laws.

10.5 Unless the Incoterm DDP is agreed, Infineon is responsible for the performance of the import customs clearance. In such case, Infineon 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.

10.6 In case the purchase order refers to the delivery of goods and services, the customs invoice of Supplier shall show 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.

11. Compliance with Laws; Corporate Social Responsibility; Audit
11.1 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 Services to be performed under 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 11.4 comply with these laws, rules, and regulations.

11.2 Supplier shall ensure that:

i) Supplier timely pays statutory minimum wages;

ii) Supplier does not use any subcontractor that does not timely pay statutory minimum wages;

iii) Neither Supplier nor its or its contractor's temporary employment agency that does not timely pay statutory minimum wages; and

iv) Neither Supplier nor its subcontractor is excluded from public procurement procedures.

11.3 In the event of a breach of any of the above mentioned obligations Infineon is – notwithstanding any other rights - entitled to use available equipment or Deliverables and services and to claim damages within or without the period determined by Infineon and upon unsuccessful expiration of such deadline terminate the Agreement.

11.4 Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct available on Infineon's website 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 Infineon within five (5) working days upon its receipt. Supplier shall respect the principles of the UN Global Compact.

11.5 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 11.

11.6 In addition to Section 11.4 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.

12. Termination of Agreement
12.1 Infineon may, in its sole discretion, terminate each contract at any time in whole or in part upon at least 5 (five) days prior notice to Supplier, even if the purchase order specifies a certain term.

12.2 Infineon shall remunerate only those efforts of Supplier that were made until the termination becomes effective.

12.3 In addition to all of the other rights which Infineon may have to cancel the purchase order, Infineon shall have the further right, without assigning any reason therefor, to terminate any work hereunder, in whole or in part, at any time. Infineon 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 Infineon 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:

i) Infineon will pay the 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

ii) Infineon will pay a fair and proper proportion of the price for items in process and for all materials acquired or contracted for in anticipation 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 Infineon so desire, cancellation charges shall be subject to Infineon's audit at Infineon's expense.

12.4 Supplier'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 Infineon, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfill its obligations under the purchase order; or

iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee, or any proceeding in any other jurisdiction for relief on behalf of creditors 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 case Infineon shall be entitled to use available equipment or Deliverables and services which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

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

i) personal injury or death of any person or in respect of any loss or destruction or damage to property arising out of or in connection with a damage or accident whether or not such damage or accident was solely caused by the Services or achieved results or achieved outcomes or by Supplier or any of Supplier's subcontractors or suppliers or by any employee or agent of Supplier or any of Supplier's subcontractors or suppliers, or by any third party or anyone else;

ii) any action or claim of any third party by reason of any breach by Supplier of the Agreement or of any terms or obligations of any applicable law or regulation or contractual provision on the part of Supplier relevant to the purchase order or to the Services; and/or

iii) any breach by Supplier of applicable laws in the performance of the purchase order.

In case any performance of the purchase order is required within the Infineon's premises, 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 Infineon at all times.

14. Withholding Tax
Withholding tax, where applicable under the prevailing tax laws shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax withheld shall be paid to the tax authorities by Infineon on Supplier's behalf and the relevant tax receipts issued by the tax authorities shall be returned by Infineon to Supplier in due course.

14.1 Supplier must support any claim for non-deduction of withholding tax with required tax receipts issued by the tax authorities, Infineon shall not be liable in the event of withholding tax where required documentation is missing or inadequate, in the opinion of Infineon.

15. Venus, Applicable Law
15.1 The Agreement shall be governed by and construed in accordance with the law in force in Japan 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.

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

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

16.2 Supplier understands that Infineon relies on the uninterrupted availability of the Services and the immediate delivery of Results, reports or information. Therefore, Supplier may only exercise any right of retention, if and to the extent Supplier has notified such retention in writing at least ten (10) days in advance.

i) Supplier may exercise any right or remedies it may have in connection with or as a result of any dispute with Infineon only in relation to such individual Service, which gives cause to any such dispute.

16.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and prevent Infineon from exercising other rights and remedies granted under the Agreement or governing law.

16.4 Supplier shall not make any public announcement, press release, industry trade magazines, announcement or other form of communication to the press regarding the collaboration between Infineon and Supplier or any affiliate, division or unit of Supplier, either of which Infineon, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfill its obligations under the purchase order; or

16.5 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 waivered attached to the invoice. Infineon is obliged to withhold the full amount of withholding tax where required documentation is missing or inadequate, in the opinion of Infineon.

16.6 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.

16.7 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 Innovates G.K. ( インフィニオンテクノロジーズイノベイツ合同会社)