

GENERAL PURCHASING CONDITIONS

FUJITSU SEMICONDUCTOR EUROPE GmbH

Version June 2012

1.	Exclusive validity
1.1	<p>These Conditions of Purchase apply only to contractual relationships between Fujitsu Semiconductor Europe GmbH as customer ("Fujitsu") and entrepreneurs and other merchants, legal persons under public law and funds under public law as providers ("Supplier").</p> <p>These Conditions of Purchase apply to the purchase of products and goods as well as to contracts for work and services ("Werkverträge") and contracts for services ("Dienstverträge"). Unless expressly provided otherwise in the respective provision, all provisions of these Conditions for Purchase shall apply to purchase contracts, contracts for services and contracts for work and services equally.</p>
1.2	To purchase orders these Conditions for Purchase shall apply exclusively, unless otherwise expressly agreed in writing. All future individual agreements between Fujitsu and the Supplier will be based on these Conditions for Purchase, to the exclusion of general terms and conditions providing otherwise.
1.3	The Supplier's general terms and conditions are hereby rejected. Fujitsu's acceptance of goods and services from the Supplier does not constitute recognition of the Supplier's general terms and conditions.
1.4	<p>Any agreement reached between the Supplier and Fujitsu is legally valid only if it was made in writing by the parties. Oral agreements must be confirmed by Fujitsu in writing in order to be valid.</p> <p>Further additional conditions or contractual clauses added by the Supplier are deemed rejected until approved in writing by Fujitsu.</p>
2.	Conclusion of the agreement
2.1	Purchase orders and changes to the purchase orders are binding only if ordered or confirmed in writing by Fujitsu. Purchase orders made via electronic goods management systems or Internet portals are also valid.
2.2	In the absence of any other deadline, Fujitsu is bound to its purchase orders for ten calendar days from the order date. The Supplier is to confirm the purchase order in writing within the ten days without reservation (acceptance). Fujitsu must receive the declaration of acceptance in order for timely acceptance to be valid.
3.	Prices and payment conditions
3.1	The price stated in the purchase order is binding. The stated price is net (excluding VAT).
3.2	The agreed prices include free delivery to Langen, including packaging, transport insurance and any other costs.
3.3	Fujitsu has the option of paying within 14 days of receipt of the goods (purchase contracts), the provision of services (contracts for services) or acceptance (contracts for work and services) with a 3% discount, or within 30 days of proper delivery, provision of services or acceptance and invoicing paying the total amount invoiced.

3.4	Fujitsu may choose to pay in cash, by cheque or by bank transfer. The date of payment by Fujitsu is relevant in the assessment of timely payment.
3.5	Fujitsu is deemed to be in default only when a written reminder is issued by the Supplier after the payment is due.
4.	Times for delivery and services, delays
4.1	Deadlines and dates for deliveries and services are binding and shall be adhered to exactly. These deadlines and dates refer to the date of receipt of the goods by Fujitsu, or the provision of services or the presentation for acceptance respectively.
4.2	The Supplier is obliged to inform Fujitsu in writing of any delay in delivery or services. If the goods are not delivered on time or the services are not provided in time, Fujitsu's statutory rights apply.
4.3	Furthermore, in the event of a delay, Fujitsu is entitled to demand in writing a contractual penalty of no more than 0.5% of the contractual value of the delivery or service affected by the delay for each calendar week of delay, in total no more than 5% of the total contractual value. Fujitsu reserves the right to claim further damage due to the delay. The contractual penalty will be set off against this further claim for damages.
5.	Services, delivery and passage of risk
5.1	The address for the delivery of goods or the provision of services is Fujitsu's premises in Langen, unless otherwise specified in the purchase order.
5.2	Partial deliveries or services are not permitted without prior written consent by Fujitsu.
5.3	<p>Unless otherwise provided in the individual agreements, the risk is transferred upon delivery of the goods to the agreed address of delivery or services in accordance with section 5.1.</p> <p>The time of passage of risk for purchase contracts will also be determined in agreement with the Incoterms 2010. In the event that no individual agreements were made in this respect, the clause "delivery duty paid" (DDP) shall apply.</p>
6.	Acceptance
	<p>If the Supplier provides services under a contract for work and services, Fujitsu will conduct an acceptance procedure. If requested by Fujitsu, the Supplier is obliged to support Fujitsu during acceptance to a reasonable extent free of cost.</p> <p>Insofar as necessary, the details of the acceptance procedure (in particular acceptance criteria, tests, time lines) will be provided for in the purchase order or a separate agreement.</p>
7.	Warranty (purchase contracts)

7.1	The Supplier assumes liability for any defects in the delivered goods and warrants that they are delivered with the features ordered and that they meet the requirements of Fujitsu. The Supplier also warrants that it has full ownership of the delivered goods and that there are no conflicting third-party rights.
7.2	Fujitsu is exempt from the statutory duty to immediately inspect the delivered goods and immediately report any defects if the nature of the goods is such that an inspection upon delivery – even a spot check – may impair the quality of the goods. This inspection duty does not apply to defects which are not clearly evident. Defect reports are deemed timely provided they are sent by Fujitsu within 5 working days of delivery or discovery of the defect at the latest. Payment is not valid as acknowledgement of proper delivery.
7.3	The Supplier is liable for defects for 2 years from the date of delivery.
7.4	If the delivered goods are defective, Fujitsu is entitled under statutory requirements to opt for delivery of new, non-defective goods, correction of the defect(s), a reduction in the purchase price or to withdraw from the contract and claim damages or compensation for futile expenditure.
8.	Warranty (contracts for work and services)
8.1	The Supplier assumes liability for any defects in the manufactured goods and products and warrants that they are delivered with the features ordered and that they meet the requirements of Fujitsu. The Supplier also warrants that Fujitsu has or will obtain full ownership of the delivered goods and products and that there are no conflicting third-party rights.
8.2	The Supplier is liable for defects for 2 years from the date of acceptance.
8.3	If the manufactured goods and products are defective, Fujitsu is entitled under statutory requirements to opt for delivery of new, non-defective goods, correction of the defect(s), a reduction in the purchase price or to withdraw from the contract and claim damages or compensation for futile expenditure.
9.	Product liability
9.1	If claims are made against Fujitsu under producer liability, in accordance with the German Product Liability Act (<i>Produkthaftungsgesetz</i>), due to breach of official safety regulations or something similar, under domestic or foreign law, the Supplier will, upon written request, exempt Fujitsu from such claims, to the extent that the goods, products or services delivered by the Supplier caused the damage. If Fujitsu pays damages to third parties who have claimed them, the Supplier will reimburse these expenses provided that Fujitsu is in a position to request indemnity.
9.2	The costs to be reimbursed by the Supplier include the costs for an appropriate recall, to the extent the goods delivered by the Supplier were the reason for the recall.
9.3	The Supplier is obliged to take out and maintain appropriate liability insurance for product liability cases.
10.	Intellectual and industrial property rights
10.1	The Supplier assumes liability for any violation of patents, trademarks, utility models, copyrights or other third party intellectual or industrial property rights in Germany or abroad caused by the delivered goods, manufactured products and services and/or contractually appropriate use thereof.

10.2	In the event that the Supplier is obliged to pay damages due to a violation of industrial or intellectual property rights, it shall also indemnify Fujitsu from all third-party claims without delay.
11.	Force majeure
11.1	Neither party is liable for force majeure events which impede the provision of services, temporarily hinder or prevent proper implementation of the contract. Force majeure events include all circumstances beyond the control of the parties, such as natural disaster, war and other military conflicts, civil unrest, terrorist attacks, strikes and other circumstances occurring after conclusion of the agreement that are unforeseen, severe and not caused by the contracting parties.
11.2	<p>The party affected shall inform the other contracting party in writing immediately after the force majeure event begins, of the nature of the event, the date and time it commenced and the expected effects on the party's ability to meet its contractual obligations.</p> <p>The affected party shall inform the other contracting party without delay when the force majeure event has ended and resume fulfilment of its contractual obligations.</p>
11.3	<p>Agreed deadlines for services and delivery will be extended reasonably according to the duration of the force majeure event.</p> <p>In the event that a continuation of the contractual relationship for the duration of the delay of delivery or services caused by an event of force majeure is unacceptable for one of the parties, this party is entitled to rescind or terminate the contract for good cause without a termination period. As a general rule, a continuation of the contractual relationship will be deemed unacceptable when an event of force majeure continues for more than 3 months, at the latest.</p>
12.	Special provisions for production equipment and documentation for contract manufacturing
12.1	<p>Title to models, tools, moulds, drawings, plans and other production equipment and documentation made available by Fujitsu to the Supplier remains with Fujitsu. Fujitsu's intellectual and industrial property rights to the production equipment and documentation made available to the Supplier remain unaffected. Production equipment and documentation paid for in full or in part by Fujitsu for the Supplier becomes the property of Fujitsu as soon as production is complete.</p> <p>If the Supplier acquires co-ownership of production equipment through combination, intermixture, processing or for other reasons, it hereby transfers sole ownership to Fujitsu when full payment is made for the goods delivered in association with the order(s) in question.</p>
12.2	The Supplier shall store, maintain and care for the production equipment and documentation owned by Fujitsu at its own expense and shall insure it against damage in line with normal business practice.
12.3	<p>Without written consent from Fujitsu the production equipment and documentation owned by Fujitsu shall be treated as strictly confidential and may not be copied, published, made available in any way to third parties or used for any purpose other than that contractually agreed. When these items are no longer required to carry out the order, they are to be returned without delay to Fujitsu for its disposal at the Supplier's expense.</p> <p>The Supplier is obliged to observe the obligations under sentences 1 and 2 also after the respective order has been processed, and to impose obligations on its subcontractors accordingly. The confidentiality obligation expires if the knowledge contained in the documentation becomes common knowledge.</p>

13.	Special provisions for software development services
13.1	<p>In the event that Open Source Software is used, the Supplier assumes liability that this use is documented in accordance with industry standards and the requirements of the respectively applicable Open Source License Conditions and is disclosed to Fujitsu. In particular, the Supplier will adhere to all requirements of the respectively applicable Open Source License Conditions and will disclose these requirements to Fujitsu.</p> <p>In the event that Open Source Software is used, the Supplier also assumes liability that he will take all necessary steps required according to the respectively applicable Open Source License Conditions to prevent a so-called viral effect or a so-called infection of further parts of the software.</p>
13.2	The Supplier grants Fujitsu the exclusive, worldwide and perpetual, right to use the software or software components developed by the Supplier in an unlimited manner and in any way. This right of use includes, in particular, the right to copy, translate, change, connect with other software or otherwise amend the software as well as the right to distribute, communicate to the public or otherwise exploit the software and any copies made.
13.3	For software development services the delivery will include the delivery of the object code, the source code and documentation according to industry standards.
14.	Assignment, set-off, right of retention
14.1	This contract, or individual rights and obligations contained in it, may only be transferred by the Supplier to third parties with the prior written consent of Fujitsu.
14.2	The Supplier may only set off against claims that are undisputed or declared enforceable by a binding and final court decision. This also applies to legal rights of retention or refusal to perform.
15.	Rescission
	In the event that the Supplier does not fulfil his contractual obligations, or fails to fulfil them satisfactorily for whatever reason, Fujitsu may, after expiry of an adequate extension period, rescind the contract and, if the Supplier is at fault, demand compensation for non-fulfilment.
16.	Place of performance, jurisdiction
16.1	The place of performance for the obligations incumbent upon both parties is Langen.
16.2	The sole place of jurisdiction for all disputes arising from or in connection with the contract shall be Frankfurt am Main District Court. The right of Fujitsu to sue the Supplier in another place of jurisdiction shall remain unaffected.
17.	Applicable law
	The legal relationships of the parties are governed by the laws of the Federal Republic of Germany to the exclusion of provisions of private international law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.	Partial invalidity and severability
	<p>The invalidity or unenforceability of individual provisions of these terms shall not affect the validity of the remaining provisions. In place of an invalid or unenforceable provision, the statutory provisions shall apply.</p>
19.	Written form
	<p>Agreements to waive or amend a requirement for written form must be made in writing in order to be valid.</p> <p>If written form is provided in these conditions for declarations by the parties, this requirement is also fulfilled by the text form in accordance with section 126b of the German Civil Code (<i>Bürgerliches Gesetzbuch</i> - BGB) (e.g. email, fax).</p>