1. Definitions: “Order” – Synopsys’s Purchase Order to which these terms and conditions apply; “Synopsys” defined as Synopsys GmbH registered address Europa Forum- II Building, Brechergasse 1, 1410, Vienna, Austria; “Company” – the company, firm or other legal entity to whom the Order is addressed; “Goods” – materials, articles or items or any of them, described in the Order, or any part thereof, and whether or not in the possession of Synopsys or of any other person, or in transit, or in storage; “Services” – the work to be performed by the Company to the extent requested by Synopsys; “Goods/Services” – inclusive of all things described in or provided for by the Order; “Price” – the price specified in the Order, or any amendments thereto; “Order” – the purchase order or contract note sent by Synopsys to the Company; “Use” shall, insofar as the context so permits, or requires, shall include such Services and all knowledge, systems, processes and information resulting from the provision of Services; “Services” – specified tasks supplied by Seller and shall include all knowledge, processes, systems, information and documentation resulting from the provision of Services.  

2. Packing and shipment: Unless otherwise specified, Seller will pack and ship all Goods in a manner which is in accordance with good commercial practice in any case acceptable to common carriers. Seller shall use good faith efforts to ensure safe arrival thereof. Seller will mark all containers with necessary lifting, handling, and shipping information and with Order numbers, date of shipment, and the names of the consignee and consignor. Seller shall, at Seller’s expense, make available for examination at Seller’s place of business, any particular or complete delivery will be made prior to the due date shown unless Synopsys has given prior consent.  

3. Delays: Time is of the essence. If any event delays or threatens to delay the timely performance of any obligations hereunder, Seller will immediately notify Synopsys of such event and furnish all relevant details. Receipt of Synopsys by such notice will not constitute a waiver of the due dates hereunder.  

4. Risk of loss or damage: Notwithstanding any prior inspection and irrespective of the destination named therein, Seller will bear all risk of loss, damage or destruction to the ordered Goods until final acceptance of the Goods by Synopsys at destination. Seller will bear the full cost and risk with respect to any Goods rejected by Synopsys. Synopsys however, will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.  

5. Overshipments: Overshipments will be held at Seller’s risk and expense. Return shipping charges will be Seller’s responsibility.  

6. Inspection and acceptance: Notwithstanding any prior payments, all Goods/Services will be subject to final inspection and acceptance at Synopsys’s plant within a reasonable time after delivery, as well as at any time during the performance of the Order. If in Seller’s possession, or in the possession of any third party, for the performance of the Order or at any location other than the plant of Synopsys, or after the passing of title or delivery; however, if Seller fails to deliver the Goods in accordance with the requirements of the Order, Synopsys will have the right to reject it, to rescind or correct its acceptance, at Seller’s expense, and at a time and place to be determined by Seller. If the Goods are found to be nonconforming in any way, including but not limited to defects in kind or quantity, if the performance of any or all of its obligations is, in the opinion of Synopsys, materially impaired, or if any representation made by Seller is incorrect, Synopsys will have the right to return the Goods at Seller’s expense and risk, or to rescind or correct the acceptance. Such rescission or correction will in no way relieve Seller of any of its obligations hereunder. Goods that have been delivered in accordance with the requirements of the Order, will be accepted by Synopsys. Synopsys shall have the right to release payment for any consignment or number of consignments of Goods pending resolution of any dispute relating to the quantity, quality, fitness for purpose, durability or for any other reason connected with the performance of Seller’s obligations. Synopsys shall pay all non-disputed invoices 45 days after receipt of a correct invoice and delivery of Goods/Services.  

10. Warranty: (a) Seller warrants that all Goods/Services delivered (i) will be free from defects in workmanship, material, and manufacture, and (ii) will comply with the Order, including all drawings, designs or specifications, and with any changes subsequently agreed upon in writing by Synopsys, (iii) will be manufactured, and (iv) will be delivered in accordance with the shipment schedule. If Synopsys is of the opinion that the Goods are not suitable for the intended Use, such Goods will be returned to Seller at Seller’s expense and risk. (b) Seller warrants that all Goods purchased will be of merchantable quality and will be fit in the purposes intended by Synopsys. The foregoing warranty constitutes a condition precedent upon the payment of any sums by Synopsys to Seller. The foregoing warranty shall not apply to any Goods returned or rejected by Synopsys for any reason or remedy, except as provided under the Warranty.  

11. Patent license: Seller, as part consideration for the Order and without further cost to Synopsys, hereby grants to Synopsys (and to the extent requested by Synopsys, to a third party, an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and cause to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.  

12. Non-disclosure of confidential matter: Seller will not quote for sale to others. Without Synopsys’s written authorization, any Goods/Services purchased or used will not be released to others. All specifications, drawings, samples, and other data furnished by Synopsys will be treated as confidential information, will remain Synopsys’s prop, and will be returned to Synopsys on request.  

13. Indemnity: (a) Seller will indemnify Synopsys against any and all liability and expense whatsoever incurred by Synopsys, hereby grants to Synopsys (and to the extent requested by Synopsys, to a third party, an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and cause to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.  

14. Insurance: Seller shall at its own expense effect and maintain for the duration of the Contract such insurances as are required by any applicable law and as appropriate in respect of, but not limited to, the following items: (a) protection against fire, theft, robbery or other losses, (b) liability insurance with an indemnity limit of not less than $2,500,000 for each and every claim or such larger amount as may reasonably be considered by Synopsys to be adequate. If Seller cannot provide evidence of such insurance to Synopsys on request, Synopsys may arrange such insurance as it deems necessary. (c) goods in the possession of Seller, or in transit, shall not be included in the insurance of Seller, protect and preserve the property listed in this paragraph that is in the possession of Seller. Payment for completed items delivered to and accepted by Synopsys under this clause shall be made on the basis of terms and conditions of Supply for Germany or of such as may be made without the prior written consent of Synopsys The price shall be inclusive of all applicable sales and other taxes for all Goods/Services ordered and no additional charges in respect of any taxes or charges in respect of any taxes charged on or before delivery of the Goods/Services shall be made unless otherwise agreed. Synopsys shall have the right to withhold payment for any consignment or number of consignments of Goods pending resolution of any dispute relating to the quantity, quality, fitness for purpose, durability or for any other reason connected with the performance of Seller’s obligations. Synopsys shall pay all non-disputed invoices 45 days after receipt of a correct invoice and delivery of Goods/Services.  

16. Termination for convenience: (a) At any time Synopsys may terminate for convenience an Order, in whole or in part, by written notice. (b) Upon such termination, to the extent and for the amount not previously paid, Synopsys may order and contract for any additional or different materials, articles or items or any of them, to be manufactured or delivered, and Seller shall be paid for all such materials, articles or items to the extent requested or delivered, and for all work and services directly related thereto, provided Synopsys may procure, upon such terms and in such manner as it deems appropriate, any additional or different materials, articles or items or any of them, to be manufactured or delivered, and Seller shall be paid for all such materials, articles or items to the extent requested or delivered, and for all work and services directly related thereto. (c) Seller may require an appropriate reduction in price, where the changes causes an increase in the cost or the time required by Seller for performance of its obligations under the Contract. Such insurances shall include third party liability insurance with an indemnity limit of not less than $2,500,000 for each and every claim or such larger amount as may reasonably be considered by Synopsys to be adequate. If Seller cannot provide evidence of such insurance to Synopsys on request, Synopsys may arrange such insurance as it deems necessary. (c) goods in the possession of Seller, or in transit, shall not be included in the insurance of this paragraph. The above indemnification is in addition to all other rights or indemnification of Synopsys.  

17. General: Waiver: The failure of Synopsys to enforce at any time the provisions of the Order, to exercise any election or option provided herein will not in any way be construed as a waiver of any rights or remedies hereunder. Seller’s failure or neglect to assert any rights under the Order (including the right to receive monies due) may be assigned or sublet by Seller without the prior written consent of Synopsys, and save that Seller may subcontract in the performance of the Order, (a) to any Insurer of Seller’s risk, (b) to any Insurer of Seller’s risk, (c) the payment of progress under the Order as to endanger the orderly performance of the terminated portion of the Order. The parties may agree a reasonable amount to be paid for Seller for such termination. Failing agreement, Synopsys will pay Seller: (i) the contract price for all items completed or Services rendered in accordance with the Order and not previously paid for; (ii) the amount, if any, paid or payable under this Order; and (iii) the reasonable costs incurred by Seller properly attributable to the terminated portion of the Order under recognized commercial accounting practices, plus a fair and reasonable profit on such costs. If it appears Seller would have sustained a loss on the order, no profit will be allowed, and an adjustment will be made reducing the amount of the settlement to reflect the indicated loss. (ii) the reasonable costs incurred by Seller in making settlement hereunder and in protecting property in which Synopsys has or may acquire an interest, (d) Payments made under 16(c)(i) and (ii) above may not exceed the aggregate price specified in the Order less payments, other than or made to or be. Any amounts payable for property lost, damaged, stolen or destroyed prior to delivery to Synopsys will be excluded from amounts payable under this item. The remedies stated herein are in addition to all other remedies at law or in equity.