

STANDARD PURCHASE TERMS

標準採購條款

All purchases of Goods and Services by Caldic are governed by these terms unless a separate written contract is established between Caldic and you, the Supplier. Caldic reserves the right to modify these terms at its sole discretion, with any changes applying to Orders placed after the date of the modification, or immediately if there is no existing Order.

除 Caldic 與您(即供應商)另有書面契約約定外, Caldic 所有商品與服務之採購均受本條款規範。Caldic 保留全權修改本條款之權利, 任何修改適用於修改日期之後所下之訂單; 若無現有訂單, 則修改即時生效。

1. Defined terms 名詞定義

“**Agreement**” means these terms, together with each Order (if any) sent to you.

「**本協議**」係指本條款, 連同 Caldic 寄發予您的各項訂單(如有)所組成。

“**Business Day**” means any day not being a Saturday or Sunday, or a public holiday observed in Taiwan.

「**營業日**」係指非星期六、星期日或台灣法定假日之日。

“**Caldic**” means Caldic Taiwan LTD. incorporated in Taiwan with Unified Business No. 86384862 whose registered office is at 12F, No. 102, Guangfu S. Rd., Da'an Dist., Taipei City 106664, Taiwan.

「**Caldic**」係指台灣卡爾迪克股份有限公司, 為一依法在台灣設立之公司, 統一編號為 86384862, 註冊地址為 106664 台灣台北市大安區光復南路 102 號 12 樓。

“**Conflict of Interest**” refers to any scenario in which your or your personnel's personal or business interests or affairs either conflict, could potentially conflict, or appear to conflict with your responsibilities under this Agreement, thereby compromising or calling into question your or your personnel's independence, objectivity, or impartiality.

「**利益衝突**」係指您或您所屬人員之個人或商業利益或事務與您在本協議內之責任發生衝突、有潛在衝突或外觀上可能衝突之任何情況, 致使您或您所屬人員之獨立性、客觀性或公正性受到質疑或影響。

“**Goods**” refers to the items (and any other outcomes of the Services) that you are to supply, as specified in an Order.

「**商品**」係指您須依訂單提供之品項(及服務所產出之任何成果)。

“**Labor Law**” means the employment laws in Taiwan.

「**勞動法**」係指台灣地區之就業相關法律。

“**Order**” refers to any order, email, or other document issued by Caldic to you, detailing aspects such as the Goods, Services, and price.

「**訂單**」係指 Caldic 向您發出之任何訂單、電子郵件或其他文件, 內容詳列商品、服務與價格等項目。

“**Party**” means either Caldic or the Supplier; together hereinafter referred to as the *Parties*.

「**一方**」係指 Caldic 或供應商任一方, 兩者合稱為「**雙方**」。

“**PDP Regulations**” refers to local personal data protection laws and its implementing regulations as enacted, amended, revised, replaced or changed from time to time.

「**個人資料保護法規**」係指當地個人資料保護法律及其施行細則, 包括不時頒佈、修訂、修改、更換或變更之相關規定。

“**Services**” means the services to be performed by you, including as set out in an Order.

「**服務**」係指您應執行之服務, 包括訂單中所載之內容。

2. Duration 有效期間

These terms are applicable for the duration specified in any Order, or otherwise for the period during which you supply Goods or Services to Caldic.

本條款於任一訂單所載期間內有效; 若未另載明, 則於您向 Caldic 提供商品或服務期間內適用。

3. Acceptance 驗收

Receipt of any Order by you shall constitute acceptance of these terms and conditions unless you notify Caldic of any objections within 24 hours after such receipt. Caldic reserves the right to cancel any Order at any time prior to you commencing performance of such Order. In addition, the acceptance of an Order by you constitutes a warranty that the prices charged for the Goods or Services ordered do not exceed the customary prices charged to other similarly situated customers for similar quantities, business terms, and delivery requirements.

除非您在收到訂單後 24 小時內通知 Caldic 任何異議, 否則您收到訂單即表示接受本條款及條件。Caldic 保留在您開始履行任何訂單之前隨時取消該訂單之權利。此外, 您接受訂單即表示您保證所訂購貨品或服務的價格不超過向其他類似客戶就類似數量、商業條款和交貨要求所收取之通常價格。

4. Payment 付款

- (a) You may issue invoices together with tax invoice (which must be valid for tax purposes) at the times specified in any Order. Otherwise, invoices may be issued when the Goods or Services have been provided to Caldic's satisfaction, as communicated by Caldic to you. Except to the extent Caldic reasonably disputes an invoice, Caldic shall make all payments due to you under this Agreement into the bank account and currency specified in the invoice within ninety (90) Working Days of the date of the relevant invoice.

您得依訂單所載時間開立請款單及稅務發票(須符合稅務用途), 否則請款單應於 Caldic 向您告知商品或服務之交付已達符合 Caldic 要求之程度後始得開立。除非 Caldic 對請款單有合理爭議, Caldic 應於收到發票後 90 日內將本協議內應給付予您之款項, 以請款單上所載幣別存入請款單上所載之銀行帳戶。

- (b) You will submit invoices showing the following information: Order number; item number; description of item; size of item; quantity of item; unit prices; each applicable tax; extended totals and any other information specified elsewhere herein.

您將提出表明以下資訊之請款單: 訂單編號; 品項編號; 品項說明; 品項尺寸; 品項數量; 單價; 各項適用稅目; 延伸後之總額以及本條款另有規定之任何其他資訊。

- (c) A Bill of Lading or express receipt must accompany each invoice. Payment of invoice will not constitute acceptance of Goods and will be subject to adjustment for errors, shortages, defects in the products or other failure by you to

meet the requirements of the Order.

每張請款單需附有提單或快遞收據。給付請款單款項非屬對商品之驗收，且將因錯誤、短少、產品瑕疵或您未能滿足訂單之其他要求而進行調整。

- (d) Caldic may at any time set off any amount owed by Caldic to you against any amount owed by you or any of your affiliated companies to Caldic. Caldic 得於任何時候，以您或您的關係企業之應付款項抵銷 Caldic 對您之應付款項。

5. Title, risk, and delivery 所有權、風險與交貨

The risk in the Goods will transfer to Caldic upon the later of delivery or payment. The title to the Goods will transfer to Caldic upon the earlier of delivery or payment, whichever is earlier.

商品之風險自交貨或付款（以後發生者為準）時移轉予 Caldic。商品之所有權則自交貨或付款（以先發生者為準）時移轉予 Caldic。

Notwithstanding any prior inspection or payments, all Goods will be subject to final inspection and acceptance at Caldic's plant within a reasonable time after delivery. In the event any item is found to be defective in material or workmanship, Caldic will, at its sole discretion, have the right to reject it, to require its correction or to accept it with an agreed-upon adjustment in price. Any item that has been rejected or required to be corrected must be replaced or corrected by and at your expense promptly after notice. If, after Caldic's request, you fail to promptly replace or correct any defective item, then Caldic (i) may, by contract or otherwise, replace or correct such item and charge to you the cost occasioned thereby, or (ii) may, without further notice, cancel the Order for failing to meet the timeframe specified in the Order, or (iii) may require an appropriate reduction in price.

縱有任何事前檢查或付款情事，所有商品將在交付後的合理時間內在 Caldic 之工廠接受最終檢查和驗收。若發現任何商品在材料或工藝上有瑕疵，Caldic 有權自行決定拒收、要求補正或接受商品並同時協議調整價格。任何被拒絕或要求補正的品項需在收到通知後立即更換或補正，費用由您承擔。如果在 Caldic 提出請求後，您未能及時更換或補正任何有瑕疵之商品，則 Caldic (i) 得透過契約或其他方式更換或補正此類產品，並向您收取因此產生之費用，或 (ii) 得在不另行通知的情況下，以未能遵守訂單中規定的時間框架為由，取消此訂單，或 (iii) 可要求適當降低價格。

6. Goods must be shipped and delivered within the timeframes specified in the Order, or otherwise within 15 calendar days of Caldic placing the Order. If these timeframes are not met, Caldic may, without limiting its other rights, cancel any unfulfilled part of the purchase. Caldic is not obligated to accept partial or incomplete deliveries. Receiving a part of a purchase does not bind Caldic to accept future deliveries. Neither Caldic's receipt of a delivery nor any signature provided at the time will imply that the Goods or Services are satisfactory to Caldic. In the event of an overshipment of Goods, Caldic shall only be obligated to pay for the maximum quantity of Goods specified in the Order. All excess Goods delivered beyond the maximum quantity

ordered shall be held by Caldic at the Supplier's risk and expense. The Supplier shall promptly provide instructions regarding the disposition of the excess Goods. If no instructions are received within a reasonable time, Caldic may, at its discretion, return the excess Goods to the Supplier at the Supplier's cost or dispose of them in a manner it deems appropriate. 商品須依訂單中載明之時限出貨並交貨，若訂單未載明時限，則應於 Caldic 下單後 15 日內完成交貨。如未能準時交貨，Caldic 得在不影響其他權利之情況下取消尚未履行之採購部分。Caldic 無義務接受部分或不完整交貨，亦不因接收部分交貨而受拘束需接受後續交貨。Caldic 對交貨之簽收或任何當下之簽名，不代表 Caldic 認可該商品或服務符合要求。如供應商溢量交貨，Caldic 僅需支付訂單中載明之最高數量之對應金額。所有超出訂單數量之商品，將由 Caldic 保管，風險與費用由供應商承擔。供應商應即時提供對溢量商品之處置指示；若在合理期間內未提供，Caldic 得自行決定將溢量商品退還供應商（費用由供應商承擔）或依 Caldic 所認為適當方式處理之。**Warranties 擔保條款**

You hereby warrant that:

您在此保證以下事項：

- (a) The Goods will conform in all aspects to the specifications agreed by Caldic and samples provided;
商品在各方面均符合 Caldic 所同意及所提供樣品之規格；
- (b) The Goods will be adequately packaged and securely stored until delivery;
商品在交貨前均妥善包裝與安全儲存；
- (c) The Goods will be free from any defects, including latent defects; Notwithstanding anything to the contrary in this Agreement, there shall be no limitation on the timeframe for reporting or remedying latent defects in the Goods, provided that such reporting and remedy occur within the shelf life of the Goods as specified in the relevant Order or product specifications. Should any latent defects be discovered, the Supplier shall, at its own expense, promptly remedy the defects or replace the defective Goods with conforming Goods, to Caldic's satisfaction.
商品無任何瑕疵，包括潛在瑕疵；即使本協議另有約定，商品潛在瑕疵之通報與修補不受任何時限限制，惟應於訂單或產品規格中載明之保存期限內完成通報與修補。若發現潛在瑕疵，供應商應自費立即修補瑕疵，或以合格商品替換之，以符合 Caldic 之要求；
- (d) Caldic will obtain clear title to the Goods;
Caldic 將取得商品之完全所有權；
- (e) If you install the Goods, they will be properly installed and integrated into Caldic's systems and property, and will be compatible with them without causing damage;
若您負責安裝商品，則商品應妥善安裝並整合至 Caldic 系統與財產中，且應與其相容且不致造成損害；
- (f) The Goods will meet Caldic's (and where applicable, Caldic's customers') requirements, be suitable for Caldic's intended use and purpose,

and meet Caldic's specified specifications;
商品應符合 Caldic (及 Caldic 客戶, 如有適用) 之要求, 並適用於 Caldic 的預期用途及目的, 且符合 Caldic 所定規格;

- (g) Caldic's use of the Goods and receipt of the Services under this Agreement will not infringe upon the rights of any other person;
Caldic 根據本協議使用商品與接受服務不會侵害任何第三人之權利;
- (h) You possess and will maintain all necessary consents, licenses, and authorities to provide the Goods and Services;
您擁有並將維持提供商品與服務所必需之一切同意、許可及權限;
- (i) The Services will be performed promptly with due diligence, care, and skill by appropriately trained, qualified, experienced, and supervised individuals;
服務將由受過適當訓練、具備資格、經驗並受監督之人員以勤勉、謹慎與專業之態度迅速提供;
- (j) All information provided by you in connection with this Agreement is accurate, complete, and truthful;
您就本協議所提供之所有資訊皆為正確、完整且真實;
- (k) You do not have any conflicts of interest related to this Agreement.
您並無與本協議相關之任何利益衝突情形。

These warranties are in addition to and do not exclude any other warranties and guarantees implied by law.

以上擔保條款為額外且並未排除法律所默示規定之其他擔保與保證。

7. Health & Safety & Security & Compliance 衛生、安全、保安與法規遵循

You are required to:

您必須:

- (a) Comply with all laws and regulations which are applicable to your supply of the Goods/provision of the Services.
遵守所有適用於您所供應商品/提供服務之相關法律與法規
- (b) Comply with Caldic's Supplier Code of Conduct.
遵守 Caldic 之《供應商行為準則》
- (c) Consult, cooperate, and coordinate with Caldic to ensure that both Parties comply with the Occupational Safety and Health Act and its implementing regulations as it pertains to this Agreement;
與 Caldic 諮詢、合作與協調, 以確保雙方遵守《職業安全衛生法》及其施行細則中與本協議有關之規定;
- (d) Ensure compliance, and ensure that your personnel comply, with their obligations under the Occupational Safety and Health Act and its implementing regulations;
確保您所屬人員遵守《職業安全衛生法》及其施行細則所訂義務;

- (e) Adhere to all reasonable directives from Caldic regarding health, safety, and security; and
遵守 Caldic 就健康、安全及保安所發出之一切合理指示; 及
- (f) Promptly report to Caldic any health and safety incidents, injuries, near misses, or other similar matters that pertain to or impact this Agreement.
立即向 Caldic 通報與本協議有關或可能影響本協議之任何健康與安全事故、人員受傷、虛驚事故或其他類似事件。

8. Packing and Shipment 包裝與運輸

- (a) Unless otherwise specified, when the price of an Order is based on the weight of the ordered Goods, such price is to cover only the net weight of material ordered, and no charges will be allowed for packing, handling, transportation, storage or other packing requirements. Unless otherwise specified, you will package and pack all Goods in a manner which is (a) in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular Goods, (c) in accordance with any applicable laws or regulations, and (d) adequate to insure safe arrival of the Goods at the named destination.
除另有規定者外, 當一訂單價格以訂購商品之重量為基礎時, 該價格僅涵蓋訂購材料的淨重, 不允許收取包裝、處理、運輸、儲存或其他包裝需求之費用。除另有規定者外, 您將以符合下列條件之方式包裝所有商品: (a) 符合良好商業慣例; (b) 通常運送人就該特定商品可接受之最低運費; (c) 符合任何適用法令; (d) 足以確保商品安全抵達指定目的地。
- (b) You will mark all containers with necessary lifting, handling, and shipping information and with Order numbers, date of shipment, and
您需在所有貨櫃上標示必要的提貨、處理和運送資訊, 並標示訂單編號、運送日期, 及
- (c) the names of the consignee and consignor. An itemized packing list must accompany each shipment. No partial or complete delivery will be made prior to the due date or dates shown unless mutually agreed by the parties.
收貨人和託運人之姓名。每批出貨必須附有逐項載明的裝箱單。除非雙方同意, 否則不會在期日屆至前進行部分或全部交貨。

9. Employment standards 雇傭標準

You must:

您必須:

- (a) comply with the Labor Standards Act, minimum wage provisions in accordance with each relevant local government, and other relevant labour-related laws and regulations; and
遵守《勞動基準法》、各地方政府所訂最低工資規定, 以及其他勞動相關法令;
- (b) Notify Caldic of any instances where you are under investigation by the competent authorities, or where you have been found by the competent authorities to have violated any of the legislation

mentioned in clause 7(a).

如您正接受相關主管機關之調查，或被相關主管機關被認定違反第 7(a)條所述法令，應立即通知 Caldic。

10. Access, security, and conduct 造訪權、保安與行為規範

Caldic will grant your personnel access to its premises as needed for the provision of Goods and Services. You are responsible for ensuring your personnel adhere to Caldic's security and operational requirements, code of conduct, and other applicable policies and procedures, as communicated to you periodically. Caldic reserves the right to deny access to your personnel if they fail to meet these requirements. You must promptly notify Caldic in writing within a maximum period of 3 Business Days from you become aware of any of the following within such premises:

Caldic 將依提供商品與服務之需要，授權您的人員進入其場域。您應確保所屬人員遵守 Caldic 所不定期通知之安全與作業規範、行為準則及其他適用政策與程序。若未遵守要求，Caldic 有權拒絕您所屬人員進入。若在該場域內發生下列任何情事，您最遲應於知悉日起 3 個營業日內以書面通知 Caldic：

- (a) any hazard, potential hazard, situation or potential situation where harm may result; 任何可能造成損害的危險、潛在危險、情況或潛在情況；
- (b) any accident or serious harm to any person (in such case you must promptly notify Caldic); 發生任何事故或有人遭受重大損害（此情況下須立即通知 Caldic）；
- (c) any improvement or prohibition notice is likely to be, or has been issued. 任何改善通知或禁止命令可能或已被發出。

11. Confidentiality 保密條款

Each Party undertakes not to disclose in any way to any third party this Agreement or any information obtained in connection with the conclusion or performance of this Agreement and which it knows or should reasonably know to be of a confidential nature.

雙方同意不得向任何第三人揭露本協議或基於本協議之締結與履行所取得，且明知或應知屬機密之資訊。

Each Party will keep confidential the other's confidential information, except:

任一方應對他方的機密資訊保密，但以下情況除外：

- (a) pursuant to applicable law; 法律要求揭露者；
- (b) where the information becomes part of the public domain through no fault of the Party receiving the information. 資訊非因接收方之過失而進入公開領域者。

Where possible, the disclosing Party shall consult the other Party prior to disclosure about the form and contents of the disclosure.

在可能的情況下，揭露方應在揭露前與另一方就揭露的形式和內容進行協商。

12. Intellectual property 智慧財產權

Ownership of intellectual property existing prior to this Agreement remains unaffected by this Agreement. All intellectual property created or discovered by you in performing this Agreement will automatically belong to Caldic upon creation. For intellectual property provided to Caldic that is not owned by Caldic, you grant Caldic a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable license to use, copy, distribute, sublicense, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display, and perform that intellectual property, whether publicly or otherwise.

本協議簽署前既有之智慧財產權之歸屬不因本協議而改變。您於履行本協議過程中所創作或發現之一切智慧財產權，自創作完成時即歸 Caldic 所有。就您提供予 Caldic、非屬 Caldic 所有之智慧財產，您授予 Caldic 非專屬、全球、免權利金、永久、不可撤回且可再授權之授權，得使用、複製、散布、再授權、重製、修改、改作、出版、傳輸、翻譯、創作衍生作品、展示與執行該智慧財產，不論是否以公開方式為之。

13. Liability 責任

You indemnify and hold Caldic harmless from any claims, demands, costs, expenses (including attorney fees) arising from product quality issues arising from the Goods supplied.

您應賠償並使 Caldic 免於承擔因所提供商品之品質問題而引起之任何請求權、要求、費用、開支（包括律師費用）。

If Caldic is liable to you under or in connection with this Agreement (including in contract, tort, or equity), Caldic's maximum liability to you is limited to the total payments made to you under this Agreement.

若 Caldic 因本協議而對您負有責任（包括契約、不法行為或衡平法），Caldic 對您的最高賠償責任，以根據本協議已支付予您的總金額為限。

14. Force Majeure 不可抗力

Neither Party will be held liable for failure to fulfill its obligations due to events beyond its reasonable control, excluding strikes and labor disputes. The Party affected by such an event will make every reasonable effort to prevent or eliminate its cause and fulfill its obligations. 任一方均不對因超出其合理控制範圍之外之事件（不包括罷工與勞資爭議）而未能履行其義務負責。受該事件影響之一方應盡一切合理努力以防止或排除該事件之原因，並繼續履行其義務。

15. Termination 終止

Supplier Termination Request: At any time during the term of this Agreement, the Supplier may notify Caldic of its intention to terminate the Agreement. Within 5 Business Days of receiving the Supplier's notice, Caldic will inform the Supplier whether it, at its sole discretion, consents to the Supplier's

termination request. If Caldic:

供應商請求終止：在本協議存續期間，供應商得隨時通知 Caldic 其欲終止本協議之意願。Caldic 將於接獲供應商終止通知後 5 個營業日內，依其自行裁量，通知供應商是否同意其終止請求。若 Caldic：

- (a) Consents, the Agreement will be terminated on a mutually agreed date between the Parties; or 同意，則本協議將於雙方協議之日期終止；
- (b) Does not consent, the Agreement will continue in full force as if the Supplier's termination notice had not been given. 不同意，則本協議仍完全有效，視為供應商未提出終止通知。

Caldic's termination for convenience:

Caldic 之便捷終止權：

Caldic may terminate this Agreement at any time by giving not less than 5 Business Days' written notice to the Supplier.

Caldic 得隨時以書面向供應商提出不少於 5 個營業日的通知終止本協議。

Without limiting any other rights, Caldic may terminate this Agreement by written notice if any of the following event occurs and such termination will be effective as of the date specified in the notice of termination:

在不影響其他權利的情況下，如有下列情事時，Caldic 得以書面通知終止本協議，並於終止通知內指定之日期起生效：

- (i) There is a material breach of this Agreement by the Supplier; 供應商有重大違反本協議之情形；
- (ii) An event as described in Clause 12 persists for more than 5 calendar days; 第 12 條所述事件持續超過 5 日；
- (iii) In Caldic's reasonable opinion, the Supplier is experiencing or is likely to experience a significant financial issue; or Caldic 合理認為供應商正面臨或可能面臨重大財務問題；或
- (iv) The Supplier alters the price or any terms of this Agreement without the prior written consent of the Caldic. 若供應商未經 Caldic 事前書面同意擅自變更本協議價格或條款。

At the conclusion of this Agreement, each Party will return all property and information belonging to the other Party. Termination of this Agreement will not prejudice any rights that have accrued prior to termination or that, by their nature, survive termination.

本協議終止後，雙方應歸還屬於對方之所有財產與資料。本協議之終止不影響其終止前已產生或本質上應於終止後繼續存在之權利。

16. Communication with Caldic 與 Caldic 之聯絡

All notices to Caldic in connection with this Agreement must be directed to:

與本協議有關之所有通知，應送達下列 Caldic 聯絡方式：

Caldic Taiwan Ltd.

12F., No.102, Guangfu South Road, Da'an District | 106 Taipei City | TWN

台灣卡爾迪克股份有限公司

106664 台灣台北市大安區光復南路 102 號 12 樓

17. Subcontracting 分包

The Supplier shall not subcontract any part of this Agreement to another party without the prior written approval of Caldic.

供應商未經 Caldic 事前書面同意，不得將本協議之任何部分分包予第三方。

The Supplier remains responsible for delivering the Goods/Services under this Agreement even if certain aspects of the Agreement are subcontracted (subject to Caldic's prior approval).

即使在取得 Caldic 事前同意後分包本協議內容，供應商仍應對本協議內商品／服務的交付承擔全部責任。

The Supplier must ensure that:

供應商應確保：

- (a) each subcontractor is paid promptly; 每一分包商皆能即時獲得報酬；
- (b) each subcontractor is aware of the relevant Caldic policies; 每一分包商皆知悉 Caldic 之相關政策；
- (c) each subcontractor is fully aware of the Supplier's obligations under this Agreement; and 每一分包商皆完全了解供應商在本協議下之義務；
- (d) any subcontract it enters into is on terms that are consistent with this Agreement. 所有分包合約條款與本協議相符。

18. Protecting Personal Data 個人資料之保護

Personal Data has the same meaning as defined in the PDP Regulations.

「個人資料」之定義與個人資料保護法規相同。

The Supplier agrees:

供應商同意：

- (a) to use or disclose Personal Data solely for the purposes of delivering Goods/Services and complying with this Agreement, including reporting obligations; 僅為提供商品／服務及履行本協議（包括相關申報義務）之目的使用或揭露個人資料；
- (b) not to engage in any actions that constitute a personal data breach as stipulated in the PDP Regulations. 不得從事個人資料保護法規所禁止之個資侵害行為；
- (c) to otherwise comply with the PDP Regulations and any code established under the PDP Regulations; 遵守個人資料保護法規及根據其制定之任何相關法令；
- (d) to promptly notify Caldic if the Supplier becomes aware of any breach or potential breach of the PDP Regulations, whether by itself or any of its subcontractor; 若供應商知悉其本身或任一分包商發生或可能發生

違反個人資料保護法規之情事，應即時通知 Caldic ；

- (e) to ensure that all personnel of the Supplier who handle Personal Data for the purposes of this Agreement are informed about and adhere to the obligations outlined in this Clause 16; and 確保供應商所有負責處理個人資料之人員，均應充分知悉並遵守本第 16 條所列之義務；以及
- (f) this Clause 16 survives the expiration or earlier termination of this Agreement. 本第 16 條之義務於本協議終止或期滿後仍然有效。

19. Resolving disputes 爭議解決

- (a) The Parties agree to use all reasonable efforts to attempt to amicably resolve all disputes arising hereunder promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any such dispute. 雙方同意盡一切合理努力，迅速、公平且誠信地協商解決本協議所生之一切爭議，並允許對方於正常營業時間內合理查閱一切與爭議有關之非屬特權紀錄、資料及數據。
- (b) The Parties irrevocably agree that in the event that the Parties are failing to reach an amicable settlement within 30 Business Days, any dispute, controversy, or conflict in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), shall be settled by the Taipei District Court of Taiwan. 雙方不可撤回地同意，若雙方未能於 30 個營業日內達成友好解決方案，則任何與本協議或其標的物或訂立有關的爭議、爭論或衝突（包括非合約性爭議或請求權），應由台灣台北地方法院解決之。

20. General 一般條款

- (a) You may not assign any of your rights under this Agreement to a third party.

供應商不得將其在本協議下之任何權利轉讓予第三人。

- (b) You must maintain complete and accurate records of all matters related to this Agreement, and provide them to Caldic upon request. 供應商應妥善保存與本協議相關之一切紀錄，並於 Caldic 要求時提供查閱。
- (c) No waiver under this Agreement is effective unless it is in writing. 本協議內之任何權利拋棄，若未以書面為之均不生效力。
- (d) Nothing in this Agreement establishes a partnership, agency, or employer/employee relationship. 雙方並未因本協議而成立合夥、代理或雇傭關係。
- (e) This Agreement constitutes the entire agreement between the Parties concerning the Goods and Services. 本協議為雙方就商品與服務事宜所達成之完整協議。
- (f) This Agreement will be governed by the laws of Taiwan. 本協議應受台灣法律所管轄並依其解釋。
- (g) This Agreement does not grant the Supplier any rights to be the sole or exclusive supplier to Caldic. 本協議並未賦予供應商作為 Caldic 獨家或專屬供應商之權利。
- (h) Caldic may assign or transfer its obligations under this Agreement, either in whole or in part, to any of its affiliate companies. Caldic 得將其在本協議內之義務全部或部分轉讓予其關係企業。
- (i) This Agreement shall be made in two languages, i.e., Chinese and English. In the event of any conflict between English version and Chinese version of this Agreement, the Parties agree for the English version to prevail. 本協議以中文及英文撰寫，若中英文版本間有歧異，雙方同意以英文版本為準。