

General terms and conditions of sale and delivery Caldic Taiwan LTD.

台灣卡爾迪克股份有限公司銷售與交貨之一般條款與條件

1 Definitions and interpretation 定義與解釋

1.1 In these Conditions the following definitions apply:

在本條款中之名詞定義如下：

'Applicable Law': means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

「**適用法律**」：指所有具有法律拘束力之適用法律、立法、法定文書、法規及政府發布之指導原則，無論其為地方性或全國性；

'Business Day': means a day other than a Saturday, Sunday or public holiday observed in Taiwan;

「**營業日**」：指台灣非週六、週日或法定假日之日；

'Conditions': means the Supplier's terms and conditions of sale set out in this document;

「**本條款**」：指本文件中所載之供應商銷售條款與條件；

'Confidential Information': means any commercial, financial or technical information, information relating to the Goods, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

「**機密資訊**」：指任何具有商業、財務或技術性質之資訊、與商品相關之資料、專業技術或營業秘密，其性質顯然為機密，或已被明確標示為機密者，或係一方於履行本合約義務或根據本合約而開發之資訊；

'Contract': means the agreement between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;

「**本合約**」：指供應商與客戶間就商品買賣所訂立之協議，包含本條款與訂單，並包括所有附件、附錄、附加文件及工作說明書；

'Control': means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;

「**控制權**」：指對某公司已發行股本具有超過50%之實質所有權，或具有指導或決定該公司管理方向之法律上權力；所謂「控制」、「受控制」及「共同控制」均為相同之解釋。

'Customer': means the named party in the Contract which has agreed to purchase the Goods from the Supplier and whose details are set out in the Order;

「**客戶**」：指本合約中所載之當事人，其已同意自供應商購買商品，且其相關資料載於訂單中；

'Documentation': means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;

「**文件資料**」：指與商品有關之說明、操作指引、使用手冊、技術文獻或其他相關資料；

'Force Majeure': means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

「**不可抗力**」：指一方無法合理控制之事件或一連串事件，致其無法或延遲履行本合約義務，包括天災、火災、水災、雷擊、地震或其他自然災害，戰爭、暴動或內亂，電力、燃料、水源、運輸、設備或電信服務、或履約所需材料之中斷或無法供應，罷工、封鎖、抵制或其他產業行動，包括涉及供應商或其供應商勞動力的行動，但不包括客戶無資力支付或導致客戶無資力支付的情況；

'Goods': means the goods and Documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;

「**商品**」：指訂單中所列，由供應商依據本合約提供予客戶之商品、文件資料及其他實體材料；

'Location': means the address or addresses for delivery of the Goods as set out in the Order;

「**交貨地點**」：指訂單中所載之商品交付地址；

'Order': means an order for the Goods from the Supplier placed by the Customer in the Supplier's sales order form;

「**訂單**」：指客戶以供應商的銷售訂單格式向供應商訂購商品的訂單；

'Price': has the meaning given in clause 3.1;

「**價格**」：依第3.1條所定義；

'Specification': means the description or Documentation provided for the Goods and their packaging set out or referred to in the Contract;

「**規格**」：指本合約中載明或引用之商品及其包裝之說明或文件資料；

'Supplier': 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;

「供應商」：指依台灣法律設立之台灣卡爾迪克股份有限公司，統一編號 86384862，登記地址為106664台北市大安區光復南路102號12樓；

「GST」: means Goods and Services Tax under the Value-added and Non-value-added Business Tax Act or any other similar tax or fiscal tax applying to the sale of the Goods & Services; and

「營業稅」：指依加值型與非加值型營業稅法所課徵之商品與服務稅，或任何其他適用於商品與服務銷售之類似稅賦；及

「Warranty Period」: has the meaning given in clause 9.1. 「保固期間」：依第9.1條所定義。

1.2 In these Conditions, unless the context requires otherwise:

除文意另有所指外，本條款中：

1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

提及本合約時，包括本條款、訂單及其各自之附件、附錄與附屬文件（如有）；

1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

本條款所載之任何條文、附件或其他標題僅為方便閱讀之用，不應影響本條款之解釋；

1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

提及一「方」時，包括該方之個人代表人、繼受人及合法受讓人；

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

提及「人」時，包括自然人、法人或非法人團體（不論是否具有獨立法人格），以及該人之個人代表、繼受人及合法受讓人；

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

提及「公司」時，包括任何公司、法人或其他企業體，不論其成立地點與成立方式為何；

1.2.6 a reference to a gender includes each other gender;

任何性別之用語包括其他性別；

1.2.7 words in the singular include the plural and vice versa;

單數用語包括複數，反之亦然；

1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and

expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

凡接續「包括」、「包含」、「例如」、「尤其是」或類似字詞之任何用語，僅為舉例說明之用，並不限制其前所述詞語、片語、條款、定義或描述之涵義；

1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

提及「書面」或「書寫」時，包括任何以可清楚辨識文字且非暫時性形式（包括電子郵件）複製文字的任何方法；

1.2.10 a reference to legislation is a reference to that legislation as in force at the date of the Contract;

提及任何法律，係指於本合約簽訂日有效之該法律版本；

1.2.11 a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation;

提及任何法律時，亦包括於本合約簽訂日根據該法律所制定之所有附屬法規；及

1.2.12 a reference to any action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than Taiwan, be deemed to include a reference to that which most nearly approximates to the Taiwan law equivalent in that jurisdiction.

提及任何行動、救濟方式、司法程序方式、法院、官員、法律文件、法律地位、法律理論、法律概念或其他法律相關事物，若屬非台灣之法域者，應視為指涉最接近台灣法下相對應之規範或概念。

2 Application of these conditions 本條款之適用

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

本條款適用於並構成供應商與客戶間所簽訂之本合約之一部分。其效力優先於任何先前所發布之採購或供應條款與條件。

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

除供應商另以書面同意者外，客戶採購條件、訂單、訂單確認、規格或其他文件中背書、隨附交付或包含的任何條款或條件，均不得構成本合約之一部分。

2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed

in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.

本條款、訂單或本合約之任何變更，須經供應商與客戶雙方之正式書面同意，並由各自正式授權之簽署人簽署後始生效力。

2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to the Contract including these Conditions. 客戶對供應商所提出之每一份訂單，均構成依本合約（包括本條款）購買商品之要約。

2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.

如供應商無法接受訂單，應於合理可行之情況下儘速以書面通知客戶。

2.6 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:

供應商得自行決定接受或拒絕訂單。訂單僅於下列任一情形較早者發生時方被視為已被接受，且供應商品之契約義務方始成立：

2.6.1 the Supplier's written acceptance of the Order; or 供應商以書面確認接受該訂單者；或

2.6.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).

供應商已將商品寄出，或通知客戶該等商品可供提領者（視情況而定）。

2.7 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

供應商拒絕訂單時所發出之任何通知，包括任何附隨之說明，均不得視為反要約，客戶無從對其承諾。

2.8 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Goods and are incapable of being accepted by the Customer.

供應商得不定期向客戶提供報價單，惟報價單僅為要約邀請，不構成供應商品之要約，客戶不得對其為承諾。

2.9 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

與商品有關之行銷與其他宣傳資料僅供說明參考之用，不構成本合約之一部分。

2.10 Customer understands and acknowledges that, based on this Contract, the Supplier has been or will be responsible for purchasing the Goods requested by the Customer for delivery. No cancellation of this Contract

or Order is allowed. Any cancellation of this Contract or Order shall not relieve the Customer of its payment obligations under this Contract. 客戶了解並確認，根據本合約，供應商已負責或將負責採購客戶要求交付之商品。本合約或訂單不得取消或解除。客戶依本合約所負之付款義務，不因本合約或訂單之取消或解除而免除。

3 Price 價格

3.1 The price for the Goods shall be as set out in the Order or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (the Price).

商品之價格應依訂單所載為準；如訂單未載明，則以供應商於訂單成立前不定期通知客戶之價格為準（以下稱「價格」）。

3.2 Unless stated in the Order the Prices are inclusive of packaging, delivery, insurance, shipping carriage, and all other related charges or taxes but are exclusive of GST. This Price is based on current shipping, dock, handling, loading and unloading fees, customs duties, and customs classification. Any war risk insurance premiums, consumption taxes, taxes, and government fees currently or hereafter imposed by any government agency or department on the manufacture, refining, sale, or use of the Goods under this Contract, together with any demurrage charges (if applicable), shall be added to the Prices listed in this Contract.

除訂單另有約定外，價格包含包裝、運送、保險、裝運運費及所有其他相關費用或稅捐，但不包括營業稅。本合約之銷售係基於現行運費、碼頭費、裝卸費、關稅及通關分類而定。任何戰爭風險保險費、消費稅、稅款，以及任何政府機關或部門現在或未來對本合約項下產品的製造、加工、銷售或使用所課徵的政府費用，連同任何滯期費（如適用），均應加計於本合約所列價格之上。

1.1 The Customer shall pay any applicable GST to the Supplier on receipt of a valid GST invoice.

客戶應於收到合法開立之營業稅發票後，向供應商支付應付之營業稅。

1.2 The Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods.

若供應商供應該商品之直接成本有所增加，得以書面通知客戶後立即調漲價格。

2 Payment 付款

2.1 The Supplier shall invoice the Customer for the Goods, partially or in full, at any time following acceptance of the Order.

供應商得於接受訂單後，隨時就全部或部分商品向客戶開

立請款單。

2.2 The Customer shall pay all invoices (provided by the Supplier or the Supplier's affiliates):

客戶應依下列方式支付供應商或其關係企業所開立之所有請款金額：

2.2.1 in full without deduction or set-off, in cleared funds by the due date for payment stated in the invoice; and

於請款單所載應付款日以前，以可提領的資金全額付款，不得扣減或抵銷；及

2.2.2 to the bank account nominated by the Supplier. 匯入供應商指定之銀行帳戶。

2.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

付款時間為履約必要之點。若依本條款到期應付的款項未能在到期日全額支付：

2.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 12% a year; and

供應商得在不影響其他權利之情況下，對該欠款按年利率12%計收利息；且

2.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment; and 利息按日計算，自應付款日起至實際全額支付日止，無論是否已取得判決；及

2.3.3 Notwithstanding any other provision of these Conditions or to an Order or to the Contract, the Supplier reserves the right to withhold all further deliveries of Goods under this Contract or any other contracts with the Customer until full payment of any outstanding invoice is received in cleared funds. The withholding of deliveries in accordance with this clause shall not constitute a breach of the Supplier's obligations under this Contract. 即使本條款、訂單或本合約另有規定，供應商有權於客戶完全清償所有未付款項（經實際入帳）前，暫停交付本合約或與客戶其他合約內之任何商品，該暫停不構成供應商違約。

2.3.4 In addition, the Supplier shall have the right to possess and remove the Goods at any time upon at least ten (10) days' notice. The Supplier's acquisition of possession of the Goods shall not prejudice any other remedies available to the Supplier. The Customer agrees to sign, upon the Supplier's request, any financing statements or other documents reasonably required by the Supplier to protect and perfect the Supplier's security interest in the shipped Goods. 此外，供應商有權於至少提前十（10）日通知後，隨時占有並移走商品。供應商取得商品占有權，並不影響其可行使的任何其他救濟途徑。客戶同意於供應商之要求下，簽署任何供應商為保全及完善其對已交付商品之擔保權益

所合理需提出之財務聲明或其他相關文件。

3 Credit limit 信用額度

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

供應商得隨時設定或變更信用額度。如客戶超過該額度，供應商得暫停供貨。

4 Delivery 交貨

4.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order.

商品應由供應商或其指定運送人，依訂單所載日期交付至交貨地點。

4.2 The Goods shall be deemed delivered on arrival only of the Goods at the Location specified by the Supplier or its nominated carrier (as the case may be). 商品一抵達供應商或其指定運送人（視情況而定）所指定之交貨地點，即視為已完成交貨。

4.3 The Supplier may deliver the Goods in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment. 供應商得分批交付商品，客戶無權以單一批次之延遲或瑕疵為由取消其他批次之交貨。

4.4 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.

若商品交付數量有誤，客戶不得因此拒絕收貨。

4.5 Unless otherwise expressly provided in this Contract, the Supplier's sampling and analysis shall be final.

除本合約另有約定外，供應商之取樣與分析結果應為最終決定。

4.6 Delivery of the Goods shall be accompanied by a delivery note stating:

交貨時應附交貨單，內容包括：

4.6.1 the date of the Order; 訂單日期；

4.6.2 the product numbers, type and quantity of the Goods in the consignment; and 商品之產品編號、類型與數量；及

4.6.3 any special handling instructions. 任何特定的處理指示。

4.7 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are indicative only. 交貨時間不屬於履約必要之點。供應商將以合理努力達成交期，惟該日期僅供參考。

4.8 Upon Supplier's request, packaging material is to be promptly returned to the Supplier in accordance with the Supplier's instructions and/or Supplier's

standard procedures, which may include the provision of packaging and price list information.

應供應商之要求，包裝材料應按照供應商的指示及/或供應商之標準程序及時退還給供應商，其指示可能包括提供包裝和價格表資訊。

4.9 The Supplier shall not be liable for any delay in or failure of delivery caused by:

若發生下列情形致交貨延遲或失敗，供應商不負任何責任：

4.9.1 the Customer's failure to make the Location available;

客戶未提供可交貨之地點；

4.9.2 the Customer's failure to prepare the Location as required for delivery of the Goods;

客戶未完成交貨地點之必要準備；

4.9.3 the Customer's failure to provide the Supplier with adequate instructions for delivery of the Goods;

客戶未向供應商提供充分交貨指示；

4.9.4 Force Majeure.

不可抗力。

4.10 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable costs and expenses incurred by the Supplier in doing so.

如客戶未收受商品，供應商得將商品儲存並投保，相關合理費用由客戶負擔。

4.11 If 10 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 6.10.1 and 6.10.2. The Supplier shall:

如自約定交貨日起超過10個營業日，客戶仍未提領或收受商品，供應商得轉售或另行處置商品，且除了第6.10.1和6.10.2條規定的情況外，供應商對客戶不負任何責任。供應商應：

4.11.1 deduct all reasonable storage charges and costs of resale; and

扣除合理之倉儲與轉售費用；及

4.11.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

若轉售價格超過客戶已支付的貨物價格，將超額費用用於折抵客戶應付款項；若轉售價格低於客戶支付的貨物價格，應向客戶開立請款單請求短少之金額。

5 Risk 風險

Risk in the Goods shall pass to the Customer on delivery. 商品之風險於交貨時移轉予客戶。

6 Title 所有權

6.1 Title to the Goods shall pass to the Customer in accordance with parties' agreed INCO terms.

商品之所有權應依雙方所約定之國際貿易條款（INCO terms）移轉予客戶。

6.2 Until title to the Goods has passed to the Customer, the Customer shall:

在商品之所有權移轉至客戶前，客戶應：

6.2.1 hold the Goods as bailee for the Supplier; 以受託人身份代供應商保管商品；

6.2.2 store the Goods separately from all other material in the Customer's possession;

將商品與其所有的其他物品分開儲存；

6.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

妥善保管商品並維持其交貨時之狀態；

6.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;

自交貨日起為商品(i) 向有信譽之保險公司，(ii) 針對所有風險投保，(iii) 金額不少於其價格，(iv) 並註記供應商為利害關係人；

6.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;

確保商品可明確識別為供應商所有；

6.2.6 not remove or alter any mark on or packaging of the Goods;

不得移除或變更商品上之標記或包裝；

6.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 14.1.1 to 14.1.4 or 14.2.1 to 14.2.13; and 若發生第14.1.1至14.1.4條或第14.2.1至14.2.13條所載任一事件或情況，應即時通知供應商；及

6.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

於合理通知的情況下，允許供應商於客戶正常營業時間內檢視商品，並配合供應商不定期之要求提供有關貨物的資訊予供應商。

6.3 Notwithstanding clause 8.2, the Customer may use the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 14.1.1 to 14.1.4 or 14.2.1 to 14.2.13 has occurred or is likely to occur.

儘管有第8.2條的規定，客戶仍得於正常營業過程中使用商品，除非其已知或應合理推知第14.1.1至14.1.4條或第14.2.1至14.2.13條所列事件已發生或即將發生。

6.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs the

Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 14.1.1 to 14.1.4 or 14.2.1 to 14.2.13, the Supplier may:

在所有權移轉至客戶前，若客戶通知供應商，或供應商有合理理由相信，客戶已或即將面臨第14.1.1至14.1.4條或第14.2.1至14.2.13條所載情事，供應商得：

6.4.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and 要求客戶自費返還商品予供應商；及

6.4.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

如客戶未儘速返還，供應商得進入儲存商品之任何場所並取回商品。

7 Warranty 擔保條款

7.1 The Supplier warrants that the Goods shall, for a period of 7 days from delivery (the Warranty Period) conform in all material respects to the Order.

供應商保證，自交貨日起7日內（以下稱「保固期間」），商品在所有重大層面均符合訂單規定。

7.2 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, replace or refund the Price of any of the Goods that do not comply with clause 9.1, provided that the Customer:

作為客戶唯一且排他性的救濟措施，對於不符合第9.1條所述規定的商品，供應商可選擇更換或退還價款，惟須符合下列條件：

7.2.1 serves a written notice on Supplier:

客戶以書面通知供應商：

(a) during the Warranty Period in the case of defects discoverable by a physical inspection; or

如為透過實體檢查即可發現的缺陷，須於保固期間內提出；或

(b) in the case of latent defects, within 7 days from the date on which the Customer became aware (or should reasonably have become aware) of the defect;

如為潛在缺陷，則須於客戶知悉或合理應知該缺陷之日起7日內提出；

7.2.2 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising; 客戶須提供供應商足夠資訊，以說明瑕疵的性質及範圍，以及瑕疵發生前該商品的使用情形；

7.2.3 gives the Supplier a reasonable opportunity to examine the defective Goods; and

客戶須給予供應商合理機會檢查有瑕疵之商品；及

7.2.4 returns the defective Goods to the Supplier at the Customer's expense.

客戶須自費將有瑕疵之商品退還給供應商。

7.3 The provisions of these Conditions, including the warranties set out in clause 9.1, shall apply to any of the Goods that are replaced with effect from the date of delivery of the replaced Goods.

本條款中的規定，包括第9.1條所載保固約款，亦適用於任何已更換之商品，自更換商品交付日起生效。

7.4 The Supplier shall not be liable for any failure of the Goods to comply with clause 9.1:若商品係因下列情況而不符合第9.1條之約定，供應商不負責任：

7.4.1 where such failure arises by reason wilful damage or negligence;

瑕疵係因故意損壞或疏忽所致；

7.4.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on their use or storage; 係因客戶未依供應商提供之使用或儲存指示操作所致；

7.4.3 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Goods; 係因供應商依據客戶提供之規格、指示或需求製作所致；

7.4.4 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 9.1; or

客戶在供應商已通知商品不符合第9.1條情況下仍繼續使用該商品者；或

7.4.5 where the manufacturer of the Goods recalls them owing to a manufacturing defect. 商品因製造缺陷而被製造商召回。

7.5 Except as set out in this clause 9: 除第9條另有約定外：

7.5.1 the Supplier gives no warranties and makes no representations in relation to the Goods; and 供應商未對商品提供任何擔保與聲明；及

7.5.2 shall have no liability for their failure to comply with the warranty in clause 9.1 and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

供應商對商品不符合第9.1條所載擔保者不承擔任何責任，並在法律允許範圍內排除所有明示或默示的擔保與條件。

8 Indemnity 賠償

The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.

若因客戶違反本合約所規定之義務而導致供應商直接或間接蒙受任何損失、損害、責任、費用（包括律師費）或開支，客戶應賠償並使供應商免受其害。

9 Limitation of liability 責任限制

9.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11. 雙方基於本合約或與本合約相關所生責任（無論屬侵權、契約或其他形式，亦無論是否因過失或不實陳述所致）之範圍，應依本第11條之規定為準。

9.2 Subject to clauses 11.5 and 11.6, the Supplier's total liability shall not exceed the Price. 除第11.5與11.6條的情形外，供應商的總責任不得超過價格。

9.3 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for consequential, indirect or special losses. 除第11.5與11.6條的情形外，供應商不對任何間接性、附隨性或特殊性損失負責。

9.4 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for any of the following (whether direct or indirect): 除第11.5與11.6條的情形外，供應商不對以下各項負責（無論直接或間接）：

9.4.1 loss of profit;
利潤損失；

9.4.2 loss of data;
資料遺失；

9.4.3 loss of use;
使用損失；

9.4.4 loss of production;
生產損失；

9.4.5 loss of contract;
合約損失；

9.4.6 loss of opportunity;
商機損失；

9.4.7 loss of savings, discount or rebate (whether actual or anticipated);
（實際或預期）存款、折扣或折扣之損失；

9.4.8 harm to reputation or loss of goodwill.
商譽損失或名譽受損。

9.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by the Customer under the Contract. 第11.2至11.4條之責任限制不適用於客戶根據本合約提供的任何補償。

9.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
儘管本合約另有約定，雙方對下列事項之責任不得以任何方式限制：

9.6.1 death or personal injury caused by negligence;
因過失造成之死亡或人身傷害；

9.6.2 fraud or fraudulent misrepresentation; or
詐欺或詐欺性不實聲明；或

9.6.3 any other losses which cannot be excluded or limited by Applicable Law.
法律不得排除或限制之其他損害。

10 Confidentiality and Data Privacy 保密與資料保護

10.1 The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

客戶應對供應商的所有機密資料保密，並僅於履行本合約所必要之範圍內使用。惟下列情況不適用此規定：

10.1.1 any information which was in the public domain at the date of the Contract;

本合約簽訂日即已屬公開資訊者；

10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
非因違反本合約或相關協議，而後來成為公開資訊者；

10.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or

客戶獨立自行開發，未使用供應商提供之資訊者；或

10.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
因法律、主管機關要求或依本合約規定而必須揭露者。

10.2 This clause 12 shall remain in force for a period of 5 years from the date of the Contract.
本第12條於本合約簽訂日起5年間持續有效。

10.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

除法律或主管機關另有規定外，客戶不得發表任何有關本合約之公開聲明或揭露任何資訊。

10.4 The Supplier collects and processes the personal and company data that it receives from the Customer for the purpose of the execution of the Contract, customer management, purchases, sales and/or marketing purposes. The Customer's personal and company data and other Confidential Information received by the Supplier shall only be passed on to processors, recipients and/or third parties in so far as this is necessary for the Supplier's observance and performance of the Contract and the Order.

供應商係基於本合約履行、客戶管理、採購、銷售及／或行銷目的，蒐集並處理從客戶收到之個人與公司資料。供應商所收到之客戶個資、公司資料及其他機密資料，僅於為履行本合約及訂單所必要範圍內，提供予處理者、收受者或第三人。

11 Force majeure 不可抗力

Neither party shall have any liability under or be deemed to

be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, either party may terminate the Contract by written notice to the other party.

因不可抗力事件導致延遲或無法履行本合約義務時，任一方均無須承擔任何責任或被視為違約。受不可抗力影響之一方，應立即以書面通知對方該事件已造成延遲或無法履約，並於事件終止時再行通知。若該事件持續超過30日，任一方得以書面通知終止本合約。

12 Termination 終止

12.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

有下列任一情事時，供應商得隨時以書面通知客戶終止本合約：

12.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

客戶嚴重違反本合約且該違約無法補正；

12.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 Business Days of receiving written notice of such breach;

客戶嚴重違反本合約，經書面通知後，14個營業日內未予以補正；

12.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 30 days after the date that the Supplier has given notification to the Customer that the payment is overdue; or

客戶未於到期日支付任何應付款項，且供應商發出逾期通知後30日內仍未付款；或

12.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled. 客戶所持有的任何同意、許可或授權遭撤銷或變更，致其無法履行本合約義務或取得應享權益。

12.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

若客戶發生以下情況，供應商得隨時以書面通知終止本合約：

12.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; 停止營運全部或重大部分業務，或表示有此意圖；

12.2.2 is unable to pay its debts or if the Supplier reasonably believes that to be the case;

無力償債，或供應商有合理理由認為其無力償債；

12.2.3 becomes the subject of a company voluntary arrangement;

公司債務重組之對象；

12.2.4 becomes subject to a moratorium or suspension; 遭遇債務暫緩或停業；

12.2.5 becomes subject to liquidation or dissolution; 進入清算或解散程序；

12.2.6 becomes subject to a scheme of arrangement;

成為債務重整計畫之對象；

12.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

其全部或部分業務、資產或收益由接管人、管理人、行政接管人接管；

12.2.8 has a resolution passed for its winding up; 通過清算決議；

12.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

法院接獲其清算申請或管理令申請，或法院下達清算或管理令；

12.2.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;

成為商品扣押程序對象，且該程序自啟動後7日內未解除；

12.2.11 has a freezing order made against it; 遭法院發布財產凍結令；

12.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

遭其供應商索回或企圖索回該供應商保留所有權之商品；

12.2.13 is subject to any events or circumstances analogous to those in clauses 14.2.1 to 14.2.12 in any jurisdiction

於其他司法管轄區發生任何類似上述第14.2.1至

14.2.12條的情形。

12.3 The Supplier may terminate the Contract any time by giving not less than 4 weeks' notice in writing to the Customer if the Customer undergoes a change of Control [or if it is realistically anticipated that it shall undergo a change of Control within 2 months].

若客戶發生控制權變更[或合理預期於2個月內將變更控制權]，供應商得以至少4週書面通知終止本合約。

12.4 The right of the Supplier to terminate the Contract pursuant to clause 14.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) of the Customer where the amalgamated, reconstructed or merged entity agrees to adhere to the

Contract.

若第14.2條所述程序為客戶因重組或合併（如適用）之目的所進行，且重組或合併後之實體承諾遵守本合約，則第14.2條供應商之終止權不適用。

12.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 14, it shall immediately notify the Supplier in writing. 客戶如知悉可能賦予供應商依本第14條終止本合約之任何事件或情況，應立即以書面通知供應商。

12.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination. 本合約之終止或屆期不影響供應商於終止日前所生之權利與責任。

13 Notices 通知

13.1 Any notice or other communication given by a party under these Conditions shall:

根據本條款發出的任何通知或其他溝通應：

13.1.1 be in writing and in English;
以書面及英文為之；

13.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
由發送方或其授權代表簽署（以電子郵件發送者除外）；及

13.1.3 be sent to the relevant party at the address set out in the Contract.

寄送至本合約中所載明之地址。

13.2 Notices may be given, and are deemed received: 通知的送達及視為收訖時間如下：

13.2.1 by hand: on receipt of a signature at the time of delivery;

親送：簽收時；

13.2.2 by post: at 9.00 am on the second Business Day after posting;

郵寄：寄出後第二個營業日上午九時；

13.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and

傳真：由正確號碼收到無中斷且無錯誤的傳輸報告時；及

13.2.4 by email on receipt of a read receipt email from the correct address.

電子郵件：由正確電郵地址收到讀取回條時。

13.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 15.1 and shall be effective:

任一方聯絡資訊如有變更，應依第15.1條通知他方，該變更自以下時間生效：

13.3.1 on the date specified in the notice as being the date of such change; or

通知中載明之生效日期；或

13.3.2 if no date is so specified, 10 Business Days after the notice is deemed to be received.

未載明者，自通知視為收訖後第10個營業日起。

13.4 This clause 15 does not apply to notices given in legal proceedings or arbitration.

本第15條不適用於訴訟或仲裁中發出的通知。

14 Cumulative remedies 累積救濟

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

供應商依本合約所享有之權利與救濟為累積性，不排除依法律所享有之其他權利與救濟。

15 Time 時間

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

除另有明定，本合約中所載涉及客戶義務之任何日期或期間皆為本合約必要之點。

16 Further assurance 進一步保證

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

客戶應依供應商要求，並自負費用，執行所有必要行動與文件，以落實本合約之效力。

17 Entire agreement 完整協議

17.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

雙方同意，本合約及據以簽訂之任何文件構成雙方就其標的事項間之完整協議，並取代先前所有書面或口頭之協議、意向與安排。

17.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract. 各方承認，其並未依賴本合約或依據本合約訂立的任何文件而訂立本合約或依據本合約訂立的任何文件，並且對於本合約或依據本合約訂立的任何文件中未明確規定的任何聲明或擔保，各方均不享有任何救濟權利。任何一方不得基於本合約中的任何陳述而提出無辜或疏忽的虛假

陳述索賠。

17.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

本條款不限制或排除對於詐欺之任何責任。

18 Variation 變更

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

除非變更事項以書面為之，並明確提及本合約及本條款，且經雙方正式簽署或授權簽署者外，任何對本合約之變更均不生效力。

19 Assignment 讓與

19.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, which it may withhold or delay at its absolute discretion.

客戶未經供應商事先書面同意，不得將本合約下之任何權利或義務全部或部分讓與、分包或設定負擔。供應商得依其絕對裁量權決定是否同意該讓與。

19.2 Supplier is entitled to assign its trade receivable arising out of this Contract to any third party.

供應商有權將其基於本合約所產生之應收帳款讓與予第三人。

20 Set-off 抵銷

20.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

供應商有權將其對客戶之任何負債或所應支付之金額（無論係基於本合約或供應商與客戶間之其他合約）進行抵銷。

20.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

除法律另有規定者外，客戶應支付其依本合約對供應商所應支付之所有款項，不得主張任何抵銷、反訴、扣減或扣繳。

21 No partnership or agency 無合夥或代理關係

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other

than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

雙方係獨立之個體，並非合夥人、委託人或代理人，亦非勞雇關係。除本合約明確規定外，雙方間不構成任何合資、信託、受託或其他法律關係。任何一方不得聲稱或表示其有權代表對方進行任何承諾。

22 Equitable relief 衡平法救濟

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

客戶承認其違反或即將違反本合約可能對供應商造成無法以金錢賠償之重大損害。基此，除供應商依法或依本合約得請求之其他救濟外，客戶同意供應商得請求特定履行、禁制令或其他衡平法之救濟，而無須舉證特殊損害。

23 Severance 可分割性

23.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

若本合約任何條文（或其中部分條文）被認定為非法、無效或無法執行，其他條文之合法性、有效性及可執行性不受影響。

23.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

若本合約的任何條款（或任何條款的一部分）是或變為非法、無效或不可執行，但若刪除或修改其中的某些部分則合法、有效且可執行，則該條款或部分條款應在至少必要的刪除或修改後適用，以使該條款合法、有效且可執行。若發生此類刪除或修改，雙方應本著誠信的原則進行協商，以達成雙方均可接受的替代條款。

24 Waiver 權利之拋棄

24.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right,

power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. 供應商未行使或延遲行使其依法或本合約所賦之任何權利、權力或救濟，不得視為對該權利、權力或救濟之拋棄，亦不排除其將來行使該權利或其他任何權利、權力或救濟。

24.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

供應商對任何權利、權力或救濟之單次或部分行使，並不排除其未來再次行使，或其對於其他權利、權力或救濟之行使。

24.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

供應商對本合約任何條款、條件或違約行為之拋棄，僅於以書面為之，且經供應商簽署，並僅於該特定情形及目的下有效。

25 Compliance with law 法規遵循

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

客戶應遵守適用法律，並應持續保有為履行本合約或與其相關義務所不時需要的一切執照、授權和所有其他核准、許可和權限。

26 Conflicts within contract 合約衝突

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

如本條款與本合約之訂單、附件、附錄或附約之條款內容有衝突者，在該衝突範圍內，以本條款之內容為準。

27 Costs and expenses 費用與支出

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

客戶應自行負擔其就本合約（及所提及文件）之協商、擬訂、簽署與履行所產生之一切費用與支出。

28 Third party rights 第三人權利

Nothing contained in this Agreement is intended to confer upon any person (other than the Parties hereto) any

rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this Agreement and no person shall be deemed to be a third party beneficiary under or by reason of this Agreement. 本合約之條文無意賦予任何非本合約當事人之第三人任何權利、利益或救濟，亦不得據以主張有權執行本合約條款。任何人皆不得因本合約被視為利益第三人。

29 Governing law 準據法

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Taiwan.

本合約及其相關之任何爭議或請求（包括非合約性爭議或請求）應以台灣法律為準據法並從其解釋。

30 Jurisdiction 管轄

The parties irrevocably agree that the Taipei District Court of Taiwan shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

雙方不可撤回地同意，凡因本合約、合約事項或合約成立所引起或與之相關之爭議或請求（包括非合約性爭議或請求），由台灣台北地方法院管轄。

31 Language 語言

This Contract 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 Contract, the parties agree for the English version to prevail.

本合約以中文、英文兩種語言擬訂。如中文與英文版本有任何衝突，雙方同意以英文版本為準。