General Terms and Conditions of Sale

銷售通用條款

1. GENERAL

1.1 These General Terms and Conditions of Sale ("GTC") apply to all sales and services provided by the Supplier (the "Supplier"). They form an integral part of the contract concluded between the Supplier and the Buyer (each a "Party", collectively the "Parties"). These GTC shall be deemed an integral part of all offers made by the Supplier, regardless of whether they are expressly referred to in the relevant contract.
1.2 Any conflicting, deviating or supplementary general terms and conditions of the Buyer are expressly rejected by the Supplier. Any deviations from these GTC require a written agreement between the Parties to be valid.

DEFINITIONS

Unless otherwise specified in these GTC, the following terms shall have the meanings assigned to them below:
"Buyer": any natural or legal person or partnership that concludes a contract with the Supplier for the provision of contractual services;
"Services": all services to be provided by the Supplier to the Buyer, with the exception of the supply of goods;
"Supplier": the HOERBIGER Taiwan LTD. that provides the contractual services to the Buyer.
"Days": calendar days;
"Contract": the entirety of the contractual provisions, including in particular the mutual rights and obligations of the Supplier and the Buyer, which are agreed between the Parties and which relate to the delivery of goods and/or the provision of services (each as defined below) by the Supplier to the Buyer.
"Confidential Information": all information, data, documents and materials of any kind, regardless of their form or medium (including in written, oral, visual, electronic or any other form), which are disclosed, made available or become known to one Party directly or indirectly by the other Party or its affiliated companies, authorised representatives or appointed advisers, or which becomes known through inspection of tangible or intangible items, regardless of whether it is expressly marked as confidential or not, including in particular:
(i) technical information, know-how, processes, methods, formulas, designs, prototypes, samples, software code, algorithms and other technical documentation;
(ii) business and financial information, including business plans, strategies, financing plans, financial forecasts and analyses, budgets, price calculations and cost structures;
(iii) customer and supplier information, including

1. 總則

1.1 本《銷售通用條款》(以下簡稱「本通用條款」) 適用於供應商 (以下簡稱「供應商」) 提供之所有銷售及服務。本通用條款構成本供應商與採購方 (單稱「一方」，合稱「雙方」) 之間所成立契約不可分割的組成部分。無論相關契約中是否明確援引，本通用條款均視為供應商所有要約的組成部分。
1.2 採購方作出的任何與本通用條款內容相牴觸、偏離或補充的通用條款，供應商均明示拒絕。任何偏離本通用條款內容之約定，均應經雙方簽署書面協議，始生效力。

定義

除非本通用條款另行明確約定，下述術語釋義如下：

採購方：與供應商成立契約、接受契約約定服務的自然人、法人或合夥組織。
服務：供應商向採購方提供的除貨物供應之外的全部服務內容。
供應商：向採購方提供契約約定服務的霍爾比格集團旗下公司。
日：指日曆天。
契約：雙方就供應商向採購方交付貨物及／或提供服務所達成的全部契約約定條款，尤其包含雙方約定的各項權利與義務的完整協議。
機密資訊：無論形式與媒介如何 (包括書面、口頭、影像、電子及其他一切形式)，一方直接或間接通過另一方、另一方關係企業、授權代表或委託顧問揭露、獲取或知悉的，或因檢視有形、無形標的物而知悉的一切資訊、資料、文件及材料，無論其是否標示為機密，具體包括：
(i) 技術資訊、專門技術、生產程序、操作方法、配方、設計方案、原型產品、樣品、軟體程式碼、演算法及各類技術文件資料；
(ii) 商業與財務資訊，包括商業計畫、經營策略、融資計畫、財務預測與分析、預算、價格計算及成本結構；
(iii) 客戶與供應商資訊，包括客戶名稱、客戶名單、供應商名錄、契約條款細節、市場及競爭分析報告；
(iv) 行銷計劃、銷售策略、組織架構、人事資訊及內部報告；及
(v) 依據屬性或揭露場景，可合理認定為機密性質的其他各類資訊。
契約服務：供應商根據本契約約定需交付的貨物及／或提供的全部服務。

customer names, customer lists, supplier directories, contract and terms and conditions details, and market and competitive analyses;
(iv) marketing plans, sales strategies, organisational structures, personnel information and internal reports; and
(v) any other information which, by its nature or due to the circumstances of its disclosure, is reasonably regarded as confidential.
"Contractual Services": the goods to be delivered and/or services to be performed by the Supplier under the Contract;
"Contract Price": the remuneration owed by the Buyer to the Supplier for the performance of the Contractual Services.
"Goods": all physical items to be supplied by the Supplier, including in particular data carriers, software and associated documentation and information;

契約價金：採購方因供應商履行契約服務義務而應支付的全部對價。
貨物：供應商供應的全部有形標的物，尤其包含資料媒介、配套軟體及相關文件與資料。

2. CONCLUSION AND CONTENT OF THE CONTRACT

2.1 Every order placed by the Buyer shall be deemed an offer to purchase the Goods and/or Services on the terms of these GTC. A contract shall come into existence exclusively through a written order confirmation from the Supplier or through the commencement of the performance of the contractually agreed delivery of Goods and/or provision of Services by the Supplier. The content of the contract shall be determined exclusively by the Supplier's order confirmation, including these GTC and – where expressly referred to – any specifications, annexes and the quotation.
2.2 In the event of any contradictions or discrepancies between these GTC and a purchase order placed by the Buyer, the provisions of these GTC shall prevail, unless the Supplier's order confirmation expressly refers to the waiver of a specific provision of these GTC.

2. 契約的成立與內容

2.1 採購方提交的所有訂單，均視為採購方依據本通用條款約定採購貨物、服務的要約。契約僅在供應商出具書面訂單確認書，或供應商實際開始履行契約約定的貨物交付及／或服務提供時成立。契約內容以供應商的訂單確認書為準，包含本通用條款以及產品規格、附件及報價單（明示援引的情況下）。

2.2 若本通用條款與採購方訂單內容存在衝突或不一致，以本通用條款約定為準；但供應商訂單確認書中明示放棄適用本通用條款某項特定條款者，不在此限。

3. DELIVERY, TRANSFER OF RISK, ACCEPTANCE INSPECTION

3.1 Unless expressly agreed otherwise in writing or otherwise specified in the Supplier's quotation, delivery shall be Free Carrier (FCA) at the Supplier's premises in accordance with INCOTERMS 2020.
3.2 If delivery is delayed due to acts or omissions on the part of the Buyer, or if the Buyer fails to take delivery of the Goods after being notified that they are ready for dispatch, or fails to provide appropriate shipping instructions, the Supplier shall be entitled to store the goods in a suitable warehouse at the Buyer's expense and risk. The Buyer shall bear all storage costs actually incurred, including all ancillary costs (in particular insurance, transport and handling costs), plus a handling fee amounting to five per cent (5%) of the total storage costs. Upon storage of the goods, delivery

3. 交付、危險移轉與驗收測試

3.1 除雙方另有書面明確約定或供應商報價單另有規定外，交付適用《2020 年國際貿易條規》規定的於供應商所在地貨交運送人（FCA）之條件。

3.2 若因採購方作為或不作為導致交付遲延，或採購方收到貨物備妥出貨通知後未及時受領貨物、未提供適當之運送指示，供應商有權將貨物存放於適當的倉庫，相關費用與危險均由採購方承擔。採購方應支付全部實際產生的倉儲費用及附屬費用（尤其是保險、運輸、裝卸費用），另應支付倉儲總費用百分之五（5%）的操作服務費。貨物入庫即視為完成交付，貨物危險轉移至採購方，契約價金即屆清償期。

shall be deemed to have taken place, the risk shall pass to the Buyer and the Contract Price shall become due for payment.
3.3 The Supplier is entitled to make partial deliveries and to perform services in part.
3.4 If the Parties have expressly agreed to carry out an acceptance test, this shall be conducted in accordance with the contractual provisions during normal business hours at the Supplier's premises. All costs and expenses incurred in connection with the acceptance test shall be borne by the Buyer. The acceptance criteria and the applicable testing procedure shall be determined by mutual agreement between the Parties.
3.5 The Supplier shall notify the Buyer in good time of the date of the acceptance test so that the Buyer is able to attend. If the Buyer fails to attend the acceptance test despite having been duly notified, the Contractual Services shall be deemed to have been accepted by the Buyer.
3.6 In the case of call-off contracts, the Supplier shall agree with the Buyer on a total delivery quantity, which the Buyer shall call off within the agreed period. The call-offs, specifying the exact partial quantities, must be submitted to the Supplier no later than six weeks before the start of the respective delivery month.

3.3 供應商有權分批交付貨物及分次履行服務。

3.4 若雙方明確約定需進行驗收測試，應在供應商營業場所、正常工作時間內按照契約約定執行。全部驗收測試之成本與費用均由採購方承擔。驗收標準及測試流程由雙方共同約定。

3.5 供應商應提前向採購方告知驗收測試時間，以便採購方派員參與。採購方經適當通知後缺席驗收測試者，視為全部契約服務已經採購方驗收合格。

3.6 對於分批提貨契約，雙方應約定總交付數量，採購方應在約定期限內分批提貨。採購方應在對應交付月份起始日前六週，向供應商提交載明具體分批數量的提貨通知。

4. DELIVERY PERIOD

4.1 Delivery dates are non-binding estimates, unless expressly a binding delivery date in writing has been agreed. In the case of non-binding delivery dates, the Supplier shall only be liable for damages resulting from delay in accordance with Clause 9. Claims arising from intent or gross negligence, as well as from culpable breach of material contractual obligations, remain unaffected; in the latter case, liability is limited to foreseeable damage typical for the Contract.
4.2 If a delivery date cannot be met for reasons beyond the Supplier's control, or if a delay in the fulfilment of the Supplier's contractual obligations arises as a result of acts or omissions attributable to the Buyer or its representatives, or if the Supplier is thereby prevented from fulfilling them, the delivery, performance or completion date shall be adjusted accordingly. In the event of a delay attributable to the Buyer or its representatives, the Supplier shall also be entitled to charge the Buyer for all additional costs actually incurred as a surcharge on the agreed Contract Price. Evidence of the costs must be provided to the Buyer upon request. If performance is not possible even within the adjusted period, the Supplier is entitled to withdraw from the Contract in whole or in part. If a delay in a delivery date occurs due to trade restrictions (see Clause 21.1), the provisions of Clause 21.2 shall take precedence.

4. 交付期限

4.1 所有交付日期均為無拘束力之預估日期，但雙方以書面明示約定具拘束力之交付日期者，不在此限。對於無拘束力之預估日期，供應商僅需按照本通用條款第 9 條約定承擔遲延所生的損害賠償責任。因供應商故意、重大過失或因可歸責之重大契約義務違反所生之請求不受本條限制；該等情形下，賠償責任以本契約下通常可預見的損害為限。

4.2 如因供應商無法控制的事由導致供應商無法按期履約，或因採購方或其代表人的作為或不作為導致供應商履約遲延或無法履行者，則交付、履約或完成期限應相應調整。如遲延可歸責於採購方或其代表人，供應商有權就實際產生的全部額外費用，向採購方收取契約價金附加費。供應商應依採購方之要求提供費用證明。順延期限屆滿仍無法履約者，供應商有權部分或全部解除本契約。如因貿易管制（見第 21.1 條）導致交付遲延者，應優先適用第 21.2 條約定。

5. PAYMENT, DEFAULT OF PAYMENT

5.1 Unless otherwise expressly agreed in writing, the

5. 付款與逾期付款

5.1 除非雙方另行書面約定，契約價金不含以下費用：

Contract Price excludes the costs of: (i) packaging; (ii) delivery and freight costs, unless these costs are to be borne by the Supplier in accordance with the applicable INCOTERMS 2020; and (iii) VAT and all other taxes and duties payable by the Buyer in the amount and form prescribed by law. Unless expressly agreed otherwise in the Contract, invoices shall be issued in TWD.

5.2 The Supplier shall be entitled to adjust the Contract Price retrospectively to take account of any additional costs actually incurred arising from the following circumstances: (i) changes to the specifications of the goods and/or services or to the agreed delivery terms (including delivery terms expressly agreed upon that deviate from FCA INCOTERMS 2020) made at the Buyer's request and with the Supplier's consent; (ii) delays caused by the Buyer; (iii) extraordinary increases in the cost of raw materials or other procurement costs; or (iv) changes to the agreed volume or quantities. In the event of an extraordinary reduction in the cost of raw materials or other procurement costs, the Contract Price shall be reduced accordingly at the Buyer's request. The adjustment of the Contract Price shall in each case be limited to the actual change in costs incurred.

5.3 Payment of the Contract Price shall be made in full and without deductions. The Buyer shall only be entitled to set-off if its counterclaim is undisputed or has been established by a final and binding court decision. The Buyer may only assert rights of retention insofar as they are based on the same contractual relationship. The payment term is thirty (30) days from receipt of the invoice.

5.4 If the Buyer fails to make a payment when due, or fails to make it in full, and the outstanding amount is not settled within a reasonable grace period set in writing by the Supplier, the Supplier shall be entitled – without prejudice to its other contractual and statutory rights – to take one or more of the following measures at its discretion, to the extent permitted by law: (a) to suspend further performance of its contractual obligations in whole or in part, including withholding outstanding deliveries; (b) to demand the provision of adequate security (in particular a bank guarantee or surety) for the outstanding payment; (c) to unilaterally amend the terms of payment to require advance payment or performance on a like-for-like basis; (d) to terminate the Contract in whole or in respect of the part not yet performed with immediate effect by written notice; (e) to claim damages in accordance with applicable law; and (f) to set off any claims the Supplier may have against the Buyer. All costs and damages incurred by the Supplier as a result of such suspension or termination shall be borne by the Buyer.

5.5 In the event of late payment, the Supplier shall be entitled to charge default interest at a rate of nine per cent (9%) p.a. above the applicable base rate of the European Central Bank for main refinancing operations provided, however, that if such rate exceeds the

（i）包裝費；（ii）運輸及貨運費用（《2020 年國際貿易條規》約定由供應商承擔的除外）；（iii）營業稅及其他所有法定應由採購方繳納的其他一切稅捐及規費。除非契約另有約定，供應商開立的發票幣種為新臺幣。

5.2 出現下列情形時，供應商有權溯及調整契約價金以反應實際產生之額外成本：（i）經供應商同意，採購方要求變更貨物／服務之產品規格、變更既定交付條款（包括明確約定的偏離《2020 年國際貿易條規》貨交運送人（FCA）的交付條款）；（ii）因採購方原因導致履約遲延；（iii）原材料及其他採購成本大幅上漲；（iv）約定供貨數量發生變動。若原材料或其他採購成本大幅下降，採購方可請求相應調降契約價金。價金調整金額以實際發生的成本變動額為限。

5.3 契約價金應全額支付，不得抵銷、扣減。除採購方之反請求已為供應商所不爭執，或已經法院作成終局確定判決確認者外，採購方不得主張抵銷。採購方僅可基於同一契約法律關係行使留置權。付款期限為採購方收到發票之日起三十（30）日。

5.4 若採購方未按期、全額支付款項，且未在供應商書面指定的合理寬限期內清償未付金額，在不損害供應商其他契約權利與法定權利的前提下，供應商有權依法採取以下一項或多項措施：（a）部分或全部暫停履行契約義務，包括扣留未交付的貨物；（b）要求採購方為逾期款項提供足額擔保（尤其是銀行擔保、保證人保證）；（c）單方變更付款條件，要求預付貨款或同時履約付款；（d）書面通知單方立即終止全部契約或未履行部分的契約；（e）依適用法律請求損害賠償；（f）以供應商對採購方所有的任何請求權主張抵銷。因採購方違約導致供應商暫停履約或終止契約產生的全部費用及損害，均由採購方承擔。

5.5 若採購方逾期付款，供應商有權按適用之歐洲中央銀行主要再融資利率，另加年利率百分之九（9%）計算遲延利息。惟如該利率超過適用法律所允許之最高利率，則遲延利率自動調降至該適用法律允許之最高利率，且不得超過該適用法律允許之最高利率。違約金自到期日次日起算，至款項全額收訖之日止。供應商保留主張其他遲延損失及其他法定請求權的權利。採購方遲延付款所生的全部催告及債務催收費用（包含合理律師費），均由採購方承擔。

maximum rate permitted under applicable law, the applicable default interest rate shall be reduced to, and shall not exceed, such maximum permitted rate. Such liquidated damages shall be calculated from the day following the due date until receipt of full payment. The Supplier reserves the right to claim further damages for delay and other statutory claims. All reminder and debt collection costs incurred as a result of the Buyer's delay in payment, including reasonable legal fees, shall be borne by the Buyer.

***6.** WARRANTY AND NOTIFICATION OF DEFECTS*

6.1 The Buyer bears sole responsibility for the selection of the Contractual Services and their suitability for the Buyer's intended purpose. The Supplier gives no warranty that the Contractual Services are suitable for a specific purpose intended by the Buyer, unless this has been expressly agreed in writing.
6.2 Subject to the exceptions, limitations and conditions set out in these GTC, the Supplier warrants that the Goods and Services shall, at the time of delivery or performance, be of the quality agreed in the Contract or, where no specific quality has been agreed, shall comply with the Supplier's specifications. The Supplier accepts no warranty whatsoever in respect of the delivery of prototypes. Unless expressly agreed otherwise between the Parties, "prototype" shall mean exclusively those parts, goods or services which, at the time of conclusion of the Contract, have not yet reached production readiness.
6.3 The Buyer is obliged to carefully inspect the Contractual Services immediately upon delivery or provision of the Service, but in any event within fourteen (14) days, for completeness, correctness and any defects. Obvious defects must be reported to the Supplier in writing without delay, but no later than fourteen (14) days after delivery or provision of the Service. Hidden defects must be reported in writing immediately upon discovery, but no later than fourteen (14) days after detection. The notice of defect must contain a detailed description of the defect.
6.4 If the Buyer fails to inspect the Goods or report defects in good time, the Contractual Services shall be deemed to have been approved; warranty claims are excluded in this case.
6.5 Unless otherwise required by mandatory provisions of the applicable law, the following shall apply: the Buyer's claims and rights arising from defects of any kind (including hidden defects) shall become time-barred twelve (12) months after delivery of the goods or provision of the Services. If the Parties have agreed on an acceptance inspection, claims and rights arising from defects (including hidden defects) shall become time-barred twelve (12) months after acceptance by the Buyer.
6.6 The Supplier's warranty is excluded for:
(i) goods purchased second-hand by the Buyer or which have already been put into service prior to notification of the defect, insofar as the defect is

6. 瑕疵擔保及瑕疵通知

6.1 採購方對選定的契約服務及該等服務是否適配自身使用目的承擔全部責任。除非經雙方書面明確約定，供應商不對契約服務適配採購方特定使用目的作出任何保證。

6.2 在遵守本通用條款約定的例外、限制和條件的前提下，供應商保證貨物及服務分別於交付及提供時，具備契約所約定的品質；如無約定特定品質，則應符合供應商之產品規格。供應商對原型產品之交付不提供任何瑕疵擔保。除非雙方另行約定，本條款所指「原型產品」為契約成立時尚未實現量產的零部件、貨物或服務。

6.3 採購方應在貨物交付或服務提供後立即對契約服務的完整性、準確性及無瑕疵性進行全面檢驗，且最遲應在十四（14）日內完成檢驗。明顯瑕疵應立即書面告知供應商，且不得晚於交付／服務提供後十四（14）日；隱藏瑕疵應在發現後立即書面告知，且不得晚於發現瑕疵後十四（14）日。瑕疵告知書應詳細列明瑕疵具體情況。

6.4 採購方未及時檢驗貨物或未按規定通知瑕疵者，視為契約服務驗收合格，瑕疵擔保請求權即予排除。

6.5 除適用法律之強制規定另有要求外，適用下列規定：採購方就各類瑕疵（包括隱藏瑕疵）所生之請求權及權利（「品質保證期」），自貨物交付或服務提供之日起十二（12）個月屆滿；若雙方約定驗收的，瑕疵（包括隱藏瑕疵）相關主張權利期限自採購方驗收之日起十二（12）個月屆滿。

6.6 以下情形，供應商免除全部瑕疵擔保責任：
（i）採購方採購的二手貨物，或瑕疵發現前已投入使用的貨物，但以該瑕疵可歸因於先前之使用為限；（ii）正常磨損與自然損耗；（iii）採購方自行提供的原材料導致的瑕疵；（iv）未經供應商書面許可，採購方或第三方對貨物自行維修、改造、修改或其他變更產生的瑕疵；（v）因採購方（a）儲存不當、（b）不當安裝、（c）不當操作或使用、（d）未遵守供應商安全規範、（e）於偏離產品規格之操作條件下使用、（f）修理／維護或保養不足或不當或（g）使用不適當耗材及配件導致的瑕疵；（vi）使用非供應商授權的軟體、配

attributable to previous use; (ii) natural wear and tear and normal depreciation; (iii) materials supplied by the Buyer; (iv) defects attributable to repairs, reworking, modifications or other alterations to the goods carried out by the Buyer or third parties without the Supplier's prior written consent; (v) defects resulting from (a) improper storage, (b) improper installation, (c) improper operation or handling, (d) failure to comply with the safety requirements specified by the Supplier, (e) use under operating conditions deviating from the specifications, (f) insufficient or improper repair/maintenance or servicing, or (g) use of unsuitable operating resources or replacement materials; and (vi) the use of software or spare parts not authorised by the Supplier. The warranty is also excluded if the defect is attributable to chemical, electrochemical or electrical influences for which the Supplier is not responsible.

6.7 At the Supplier's request, the Buyer shall bear all costs incurred by the Supplier in connection with the investigation and assessment of a defect claimed by the Buyer, provided that it transpires that an exclusion of warranty pursuant to this clause applies. The Buyer shall be solely responsible for the completeness and accuracy of the information provided by it in connection with the Contractual Services.

6.8 The Supplier excludes liability for defects of title, unless it had knowledge of such a defect of title at the time of conclusion of the Contract or was grossly negligent in failing to recognise it.

6.9 Any warranty provided by the Supplier for goods containing digital elements within the meaning of Directive (EU) 2019/771 on certain aspects of the law of contracts relating to the sale of goods, which goes beyond the warranty provided for in these GTC, as well as any additional national warranty requirements relating to such goods, is excluded in relation to business customers.

6.10 The warranty set out in these GTC is exclusive and supersedes all other express, implied or statutory representations, warranties and conditions (including, in particular, any warranties of merchantability or fitness for a particular purpose) in connection with defects in the Goods and/or Services, to the extent that such exclusion is permitted under mandatory law.

件產生的瑕疵。因非供應商原因導致的化學、電化學或電氣環境影響產生的瑕疵，同樣免除瑕疵擔保責任。

6.7 如供應商要求，倘經查明採購方主張的瑕疵屬於本條約定的免責情形，採購方應承擔供應商調查及評估瑕疵所產生的全部費用。採購方對其向供應商提供與契約服務相關資訊的完整性及正確性承擔全部責任。

6.8 供應商排除適用對標的物權利瑕疵的責任，但供應商在契約成立時明知權利瑕疵或因重大過失未發現瑕疵者，不在此限。

6.9 針對企業客戶，對於符合《歐盟商品銷售之契約特定層面指令》定義的含數位內容的貨物，供應商排除適用本通用條款未約定的額外法定保修義務、超範圍保修義務。

6.10 在法律強制規定允許範圍內，本通用條款約定的瑕疵擔保條款為唯一有效條款，取代所有其他明示、默示及法定的貨物、服務瑕疵擔保責任（包含適銷性、特定用途適配性之擔保）。

7. REMEDY OF DEFECTS

7.1 If, at the time of the passing of risk, the Goods or Services do not possess the contractually agreed quality, the Supplier shall be obliged to remedy the defect. The Supplier shall be entitled, at its sole discretion, to effect subsequent performance by rectification (repair or replacement of the defective parts) or by subsequent delivery (replacement of the defective Goods or Services with goods or services free from defects).

7.2 The Supplier is entitled to attempt rectification on multiple occasions and, at its own discretion, to choose between repair and replacement. The Supplier shall

7. 瑕疵之補正

7.1 貨物危險轉移時，若貨物、服務品質不符合契約約定標準，供應商應補正該瑕疵。供應商有權自行決定，以修補（修理或更換有瑕疵之零件）或補行交付（以無瑕疵之貨物或服務更換有瑕疵之貨物或服務）方式履行補正。

7.2 供應商有權多次嘗試補正，並得自行決定選擇修理或更換之方式。除因貨物被移至履約地以外的場地、採購方主張的瑕疵不成立或瑕疵不在瑕疵擔保範圍內外，供應商承擔補正產生之一切費用，尤其包含運輸、物流、人工及材料等。供應商有權自行決定採取

bear the costs incurred in connection with the subsequent performance, in particular transport, shipping, labour and material costs, insofar as these do not arise because the Goods have been moved to a location other than the place of performance, or because the defect claimed by the Buyer is not recognised as a defect by the Supplier, or is not covered by the warranty. The choice of the most cost-effective method of rectifying the defect is at the sole discretion of the Supplier. The Supplier is entitled to demand reimbursement from the Buyer for any unjustified costs incurred in rectifying the defect. This includes expenses for the removal and installation of goods that have been integrated into or connected to another item.

7.3 Rectified or replaced Goods and/or Services are covered by the warranty exclusively for the remaining duration of the original warranty period; the warranty period shall not be extended or restarted as a result of the rectification.

7.4 Subject to the agreed delivery terms, the Buyer is obliged, at the Supplier's request, to return the defective Goods to the Supplier at the Buyer's own expense. In the event of a replacement delivery, the replaced Goods must be returned to the Supplier at the Buyer's expense and in accordance with the agreed delivery terms. Ownership of the replaced Goods reverts to the Supplier upon replacement delivery, provided that it had previously passed to the Buyer.

7.5 The remedies provided for in these GTC in the event of defects in Goods and/or Services are exhaustive. Any further claims, on the part of the Buyer are excluded, unless the damage is due to wilful misconduct or gross negligence on the part of the Supplier, a legal representative or a vicarious agent.

最具成本效益之瑕疵補正方法。供應商有權要求採購方償還因補正瑕疵不當而發生之任何費用，包含拆除及重新安裝已整合或連接於其他物品之貨物所生費用。

7.3 經補正或更換後的貨物及服務，僅於原瑕疵擔保期間之剩餘期間內受瑕疵擔保；瑕疵擔保期間不因補正而延長或重行起算。

7.4 根據既定交付條款，採購方應依供應商之要求，自行承擔費用將有瑕疵之貨物返還供應商。如為更換交付，被更換之貨物應由採購方負擔費用，並依約定交付條件返還供應商。被更換貨物之所有權如先前已移轉予採購方，於更換交付時回復歸供應商所有。

7.5 本通用條款約定的貨物及／或服務瑕疵補正方式為全部救濟途徑。除供應商、其法定代表人或履行輔助人存在故意或重大過失情形外，採購方不得主張其他請求權。

8. RETENTION OF TITLE, SOFTWARE LICENCE, OWNERSHIP OF THE SUPPLIER'S TOOLS

8.1 The Supplier retains title to the Goods until full payment has been made of all present and future claims (including, in particular, ancillary claims arising from interest and claims for reimbursement of expenses or costs) arising from the Contract, in accordance with the following conditions ("Secured Claims").

8.1.1 The Goods may not be pledged to third parties or transferred as security prior to full payment of the secured claims. The Buyer may not dispose of the Goods in any way that impairs the Supplier's rights. The Buyer must notify the Supplier immediately in writing if and to the extent that third parties seize the Goods – in particular through attachment – or if an application is made to open insolvency proceedings against the Buyer's assets. The Buyer shall bear all costs necessary to defend against such seizure and to recover the Goods, insofar as these costs cannot be recovered from third parties.

8.1.2 The Buyer is entitled to resell and/or process the

8. 所有權保留、軟體授權及供應商工具所有權

8.1 針對契約所生全部現在及將來債權（含利息所生之附帶債權及費用或成本償還請求權）清償完畢前，供應商依下列條件保留貨物之所有權（「擔保債權」）。

8.1.1 於擔保債權全額清償前，採購方不得將貨物設質給第三方或向第三方提供貨物作為擔保，亦不得實施任何損害供應商所有權的處分行為。若第三方對貨物採取查封、扣押等保全措施，或任何人對採購方之財產聲請啟動破產、重整或其他類此程序，採購方應立即書面通知供應商，並承擔為排除該等查封、扣押或其他措施並取回貨物所必要之一切費用（如無法向第三人追償，應均由採購方負擔）。

8.1.2 在滿足下述約定條件的前提下，採購方有權在正常經營過程中轉售及／或加工貨物。若採購方對供應商發生付款逾期情形，則不再享有此「正常營業過程」之處分權限。

Goods in the ordinary course of business subject to the conditions set out below. The 'ordinary course of business' shall no longer apply if the Buyer defaults on payment towards the Supplier.

8.1.3 If the Goods subject to retention of title are processed, attached or mixed by the Buyer with other items not belonging to the Supplier, the Supplier's security interest shall, to the extent permitted under applicable law, extend to the processed, attached or mixed property, but only up to the value of the original Goods subject to retention of title (gross invoice amount including any VAT). The Buyer shall, upon the Supplier's request, execute all documents and take all actions reasonably required to preserve, perfect or enforce the Supplier's security interest in such processed, attached or mixed property under applicable law. If the Buyer's processing, attachment or mixing of the Goods causes any damage to the Supplier, the Supplier may claim damages under applicable law and may also exercise any other rights or remedies available under the Contract or applicable law.

8.1.4 Upon resale of the Goods subject to retention of title – whether before or after processing, attachment or mixing – the Buyer hereby assigns to the Supplier, by way of security, his claims against the purchaser arising from the resale in the amount of the gross invoice amount (including any VAT) outstanding at the time of the resale. The Buyer undertakes to record an appropriate book entry without undue delay following the valid agreement of these GTC; in addition, the Buyer is obliged, at the time of any onward sale, to separately notify the purchaser of the assignment (notification to the third-party debtor).

The Supplier hereby accepts the assignment. If the Supplier's security interest under Clause 8.1.3 extends only to part of the processed, attached or mixed property, the advance assignment shall extend only to the corresponding portion of the claims arising from the resale.

8.1.5 The Buyer shall remain entitled to collect the assigned claims provided that it duly meets its payment obligations to the Supplier and does not fall into arrears. The authorisation to collect shall lapse without separate revocation if the Buyer falls into arrears, suspends payments or an application is made to open insolvency proceedings in respect of its assets. In this case, the Supplier shall be entitled to collect the claims assigned to it itself. The Buyer shall then be obliged to notify the Supplier immediately of the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to notify the third-party debtors of the assignment.

8.1.6 The Buyer is obliged to insure the Goods, including any processed, attached or mixed property referred to in clause 8.1.3, at its own expense against fire, water, theft and other damage to an adequate extent at replacement value. The Buyer hereby assigns to the Supplier all claims against the insurer to which it is entitled in the event of such an insured event, in the amount of the invoice value of the Goods. The Supplier

8.1.3 若採購方將供應商保留所有權的貨物，與不屬於供應商的其他物品加工、附合或混合，則供應商擔保債權的效力將及於該加工物、附合物或混合物，其範圍以原貨物的原有價值（即含營業稅的發票總額）為限。採購方應依供應商之要求，簽署一切必要文件並採取一切合理必要之行為，以依適用法律維持、完善或執行供應商就該加工物、附合物或混合物所享有之擔保權。若因採購方之加工、附合或混合行為致供應商受有任何損害，供應商得依適用法律請求損害賠償，並得另行主張其依照契約或適用法律所得主張之其他權利或救濟。

8.1.4 若保留所有權貨物，無論係於加工、附合或混合之前或之後轉售，採購方謹此將轉售產生的對下游買方的請求權，以轉售當時尚未結清的含稅發票總額為限讓與供應商作為擔保。採購方承諾在本通用條款生效後立即完成相應的帳簿登記；此外，採購方每次對外轉售貨物時，均須單獨告知下游買方該債權已轉讓（即通知第三方債務人）。供應商自願接受該債權讓與。若依據第 8.1.3 條，供應商之擔保權僅及於加工物、附合物或混合物之部分，則本條項所定預先債權讓與範圍僅及於該擔保權範圍相對應之轉售價金債權。

8.1.5 採購方已按期全額履約、無逾期欠款者，有權自行收取前述讓與予供應商的請求權。若採購方逾期付款、終止付款或進入破產程序，該主張請求權之權限自動終止，供應商有權直接向第三方債務人主張請求權。採購方應立即向供應商報備全部債權讓與資訊、債務人資訊，移交相關憑證，並通知第三方債務人債權讓與事實。

8.1.6 所有權保留期間，採購方應自費為貨物及第 8.1.3 條所述之加工物、附合物或混合物投保足額保險（包含火災、水災、竊盜及其他損害），投保價值為貨物或該加工物、附合物或混合物之重置價值。因保險事故產生的全部保險理賠債權，採購方按貨物發票金額讓與供應商，供應商自願接受。供應商提出要求時，採購方應提出投保證明。如採購方未於供應商所定之合理期間內提出該投保證明，供應商可自行代為投保，保費由採購方承擔。

8.1.7 如因第三方侵權行為造成貨物受有損害，採購方應於第 8.1.3 條所定供應商擔保權之範圍內，將對第三方主張損害賠償的請求權，讓與供應商。採購方承諾在本通用條款生效後，立即通知該第三人並完成相應帳簿登記。供應商自願接受該讓與。

8.1.8 在所有權保留及擔保權利存續期間，如有必要維護或檢查貨物，應由採購方自費及時完成。

8.1.9 若供應商依據前述條款享有的擔保資產可變現總價值，超出擔保債權總額百分之十（10%）以上，採購方提出要求時，供應商應自行裁量就超出部分解除

hereby accepts the assignment. At the Supplier's request, the Buyer must provide proof of insurance. If the Buyer fails to provide such proof within a reasonable period set by the Supplier, the Supplier shall be entitled to insure the Goods itself at the Buyer's expense.

8.1.7 In the event of damage to the Goods resulting from a tortious act by a third party, the Buyer hereby assigns claims against third parties to the extent of the Supplier's security interest under Clause 8.1.3. The Buyer shall separately notify the third party of this assignment and undertakes to make an appropriate entry in its books without undue delay following the valid agreement of these GTC. Supplier hereby accepts the assignment.

8.1.8 If maintenance and inspection work on the Goods is required during the period of validity of the retention of title or the security interests under this Contract, the Buyer shall carry this out in good time at its own expense.

8.1.9 If the realisable value of the security to which the Supplier is entitled under the foregoing provisions exceeds the secured claims by more than 10% in total, the Supplier shall, at the Buyer's request, be obliged to release security to the extent of such excess, at the Supplier's discretion.

8.1.10 In the event of a breach of the Contract by the Buyer – in particular failure to pay the purchase price when due – the Supplier shall be entitled, in accordance with the statutory provisions, to withdraw from the Contract and/or to demand the return of the Goods on the basis of the retention of title. If the Buyer fails to pay the purchase price due, the Supplier may only exercise these rights if it has previously set the Buyer a reasonable deadline for payment without success, or if setting such a deadline is not required under the statutory provisions. The costs of surrendering the Goods and any subsequent realisation thereof shall be borne by the Buyer.

8.2 Insofar as software forms part of the contractual services, the Buyer is granted only a licence in accordance with Clause 11.3. Neither these GTC nor any offer or the performance of services by the Supplier shall be construed as transferring or granting to the Buyer any ownership rights, rights of use, rights of exploitation, assignments or other rights or legal interests in the intellectual property rights of the Supplier or its affiliated companies.

8.3 Insofar as tools (in particular moulds, jigs or special tools) embodying the Supplier's specific know-how and/or trade secrets are used in the performance of the contract, such tools, including all associated descriptions and documentation, shall remain the property of the Supplier. Upon termination or expiry of the contract, the Buyer shall have no right to the return, inspection or use of these tools. The Supplier is entitled to destroy the tools upon termination of the Contract.

9. ***LIMITATION OF LIABILITY***

對應的擔保。

8.1.10 採購方違約（尤其逾期付款）時，供應商可依據法律規定解除契約和／或基於所有權保留請求貨物返還。供應商僅於先前已定合理付款期限而採購方屆期仍未付款，或法律規定無須定期之情形下，始得行使該權利。貨物返還及後續處置產生的全部費用由採購方承擔。

8.2 如軟體構成契約服務之一部分，採購方僅享有本通用條款第 11.3 條約定的使用許可。本通用條款、供應商報價及履約行為，均不得解釋為供應商向採購方轉讓、授予供應商及其關係企業的智慧財產權的任何所有權、使用權、利用權、轉讓權及其他任何權利或合法利益。

8.3 如供應商於履約過程中使用包含其專有技術及／或營業秘密的工具（尤其是模具、治具、專用工具），該等工具及所有相關說明文件和技術資料均應持續為供應商所有。契約終止或屆滿後，採購方無權要求返還、查閱、使用該等工具。供應商有權於本契約終止後自行銷毀該等工具。

9. **責任限制**

9.1 (a) The Supplier shall be liable in accordance with statutory provisions for damages (including indirect and consequential damages of any kind) resulting from wilful misconduct or gross negligence. (b) In cases of simple negligence, the Supplier shall be liable only for breaches of material contractual obligations; in such cases, liability shall be limited to foreseeable damages typical for this type of Contract. (c) However, within the scope of the foregoing sub-clause (b), the Supplier shall only be liable for direct damage, and the amount of such liability shall be limited to the lower of the following amounts: (i) the annual turnover which the Supplier generated with the Buyer from the Goods delivered and/or Services provided under the relevant contract in the calendar year preceding the calendar year in which the damage and/or defect occurred; or (ii) the value of the consignment of Goods or batch delivered under the contract to which the defect or damage is attributable. (d) Liability for damages resulting from injury to life, limb or health remains unaffected. (e) Mandatory grounds for liability, including mandatory product liability laws under applicable law, in the event of fraudulent concealment or the provision of a guarantee, remain unaffected.

9.2 The Supplier shall be liable to the same extent for breaches of duty by its legal representatives and vicarious agents.

9.3 The Buyer shall have a comprehensive and immediate duty to notify the Supplier of any damage or of any circumstance that could lead to damage, from the moment the Buyer becomes aware of or ought to have become aware of such damage or circumstance. If the Buyer culpably fails to take reasonable steps to mitigate the damage in accordance with applicable law, the Buyer's claim may be reduced or be released.

9.4 Unless longer limitation periods are mandatory under law (in particular in the event of wilful misconduct on the part of the Supplier), the limitation period for all claims of the Buyer shall be one year.

9.1 （a）供應商因故意或重大過失所生的各類損害（包含任何種類的間接損害及結果損害），依據法律規定承擔賠償責任；（b）於一般過失情形下，供應商僅對違反重大契約義務所致之損害負賠償責任，且賠償範圍以本類契約通常可預見的損失為限；（c）適用上述第（b）項時，供應商僅對直接損失負責，賠償金額取以下二者中的較低值：（i）損害及／或瑕疵發生之曆年的前一曆年，供應商依據相關契約向採購方供貨、提供服務所產生的年度交易額；（ii）依本契約交付的貨物批次中，發生該瑕疵或損害的貨物價值；（d）因生命、身體或健康受損所生的賠償責任不受本條限制；（e）於故意隱匿或提供保證之情形下，法定強制性責任（包含所適用法律所定製法定產品責任）不受本條限制。

9.2 供應商的法定代表人及履行輔助人的違反義務時，由供應商承擔同等責任。

9.3 採購方知悉或依情形應知悉任何損害或可能導致損害之情況時起，負有全面且立即通知供應商之義務。如採購方可歸責地未依適用法律採取合理措施減輕損害，採購方之請求得予減少或免除。

9.4 除法律強制規定更長的消滅時效外（尤其供應商故意之情形），採購方全部請求權的消滅時效為一年。

10. *FORCE MAJEURE*

10.1 Neither Party shall be liable for any failure to perform or delay in performing its contractual obligations to the extent that such failure or delay is attributable to circumstances or events beyond its reasonable control, including in particular
(i) epidemics, pandemics or quarantine measures,
(ii) strikes, lockouts or official orders,
(iii) war or (para-)military conflicts, land, air and/or sea blockades and embargoes,
(iv) acts of terrorism, including cyber-attacks and measures to combat cybercrime, sabotage, military mobilisation, uprisings and civil unrest,
(v) natural disasters (including volcanic eruptions), fire, floods,
(vi) restrictions in the use of utilities, as well as defective or delayed deliveries or services by subcontractors – including the insolvency of such subcontractors – provided that these are caused by the

10. 不可抗力

10.1 因超出一方合理控制範圍之情事或事件導致未履行或遲延履行其契約義務者，該方無須承擔違約責任，具體包括：
（i）各類流行病、全球性流行病或隔離管控措施；
（ii）罷工、停工或政府的行政命令；
（iii）戰爭或（準）軍事衝突、陸上、空中及／或海上封鎖及禁運；
（iv）恐怖攻擊，包括網路攻擊及打擊網路犯罪之措施、破壞活動、軍事動員、暴動及內亂；
（v）自然災害（包含火山噴發）、火災、水災；
（vi）公用事業供應受限，以及分包商之交付或服務有瑕疵或遲延（包括該分包商破產），但以該等情形係由本條所述的情況所致者為限（以上各稱為「**不可抗力事件**」）。

10.2 若供應商因不可抗力事件而被迫減少或暫停全部

circumstances referred to in this clause (each a **"event of force majeure**").

10.2 If the Supplier is compelled, due to an event of force majeure, to reduce or suspend its contractual performance in whole or in part, it shall not be liable for the resulting delay or non-delivery. The performance period shall be extended by the time required to remedy the effects of the event of force majeure, plus a reasonable period for the Supplier to resume operations. The Supplier shall also be entitled, during a supply shortage caused by an event of force majeure, to procure substitute raw materials or substitute components at the prevailing market price at the Buyer's request; the resulting additional costs shall be borne by the Buyer.

10.3 The Party invoking an event of force majeure must notify the other Party in writing immediately upon the occurrence and upon the cessation of the event of force majeure.

10.4 Notwithstanding the occurrence of an event of force majeure, the Buyer shall be obliged to pay the Contract Price attributable to the deliveries and/or Services already provided to up to the occurrence of the event of force majeure, as well as all contract-related costs and expenses incurred by the Supplier prior to the occurrence of the event of force majeure or which have become unavoidable.

10.5 If an event of force majeure continues uninterrupted for more than ninety (90) days, either Party shall be entitled to terminate the Contract extraordinarily with immediate effect by giving written notice to the other Party, without this giving rise to any claims for damages by the other Party. In the event of such termination, the Buyer shall pay the Contract Price attributable to the Contractual Services rendered up to the date on which the termination takes effect, as well as all contract-related costs and expenses incurred by the Supplier or which have become unavoidable up to that date.

或一部契約履行，供應商就因此所生之遲延或未交付，不負任何責任。履約期限應延長至不可抗力事件影響消除，並包含供應商恢復生產運營的合理期間。若不可抗力事件導致供貨短缺，經採購方要求，供應商可按市場價格採購替代原材料或替代零組件履約，因此所生的額外成本由採購方承擔。

10.3 主張不可抗力的一方，應在不可抗力事件發生及終止時，立即書面通知另一方。

10.4 縱使發生不可抗力事件，採購方仍應支付截至不可抗力事件發生時，供應商已交付及／或已提供之服務所對應之契約價金，以及供應商於不可抗力事件發生前已發生或無法規避的一切契約相關成本及費用。

10.5 若不可抗力事件持續不間斷超過九十（90）日，任一方均有權書面通知對方立即單方終止契約，另一方無權因此主張損害賠償。契約終止後，採購方應結清終止日前供應商已完成履行契約服務對應的契約價金，以及於該日止已發生或無法規避的一切契約相關成本及費用。

11. *INTELLECTUAL PROPERTY RIGHTS*

11.1 All drawings, documents and other technical information which the Supplier makes available to the Buyer in connection with the Contractual Services or their manufacture, either before or after the conclusion of the Contract, shall remain the property of the Supplier. Unless expressly declared binding in writing, these documents represent only non-binding approximate values. The Buyer may not use the aforementioned drawings, technical documents and other technical information for purposes other than those contractually agreed, nor may the Buyer copy, reproduce or make them available to third parties without the Supplier's prior express written consent.

11.2 All copyright and other intellectual property rights in software and/or firmware that is integrated into the Contractual Services or made available to the Buyer for use in connection with them, as well as in the documentation supplied with the Contractual Services,

11. 智慧財產權

11.1 供應商於契約簽訂前或簽訂後，就與契約服務或其製造相關向採購方提供的全部圖紙、文件及其他技術資訊，均歸供應商所有。除書面明確約定具有約束力外，前述圖紙、文件及其他技術資訊僅為無拘束力的參考值。未經供應商事前明示書面同意，採購方不得將前述圖紙、文件及其他技術資料用於契約約定目的以外之用途，亦不得加以複製、重製或提供予第三人。

11.2 整合於契約服務中或提供予採購方以供與契約服務一併使用之軟體及／或韌體，以及隨契約服務提供的文件，其一切著作權及其他智慧財產權，均仍歸供應商或各該第三方權利人所有，不移轉予採購方。

11.3 除非另行約定，採購方就軟體及文件，僅獲得非專屬、不可轉讓且已結清費用之授權，且僅得搭配貨

shall remain with the Supplier or the respective third-party rights holder and shall not be transferred to the Buyer.
11.3 Unless otherwise agreed, the Buyer is granted a non-exclusive, non-transferable, fully paid-up licence to use the software and documentation solely in conjunction with the Goods and agreed equipment. Should third-party software form part of a Contractual Service or be integrated therein, the Buyer must comply with the third party's licence terms, insofar as these are provided to the Buyer by the Seller or otherwise made available in a suitable manner. The Buyer is not entitled to copy, modify, sub-license, reproduce, extend, disassemble, reverse engineer, decompile, use beyond the scope agreed in the Contract, or make publicly available the software and/or documentation, in whole or in part, unless this is expressly permitted by mandatory law. The Buyer must treat the software and documentation as strictly confidential and must not disclose them to third parties or permit third parties to access them; this does not apply to the Supplier's standard operating and maintenance manuals. The Buyer is entitled to transfer the above licence to a third party who purchases, hires or leases the goods, provided that such third party acknowledges the provisions of this clause in writing and undertakes to comply with them.
11.4 The Supplier and its affiliated companies shall remain the sole owners of all inventions, designs and processes developed or created by them. Unless expressly provided otherwise in this clause, no rights to intellectual property shall be granted or transferred to the Buyer.

物及約定之設備相連使用。如第三方軟體構成契約服務之一部分或整合於契約服務之中，採購方必須遵守第三方之授權條款，但以該等授權條款已由供應商提供予採購方，或以其他適當方式使採購方取得該等授權條款者為限。除法律強制規定外，採購方不得全部或部分複製、修改、再授權、重製、擴充、拆解、反向工程、反編譯、超出契約約定範圍使用，或向公眾提供該軟體及／或文件。採購方應對軟體及文件嚴格保密，不得向第三方揭露或允許第三方使用該等軟體及文件（供應商標準操作及維護手冊除外）。採購方有權將上述授權移轉予購買、承租或租賃該貨物之第三方，但以該第三方以書面確認本條款規定並承諾遵守該等規定為前提。

11.4 供應商及其關係企業仍為其所開發或創作的一切發明、設計及製程之唯一所有權人。除本條款另有明確約定外，本契約不授予或轉讓採購方任何智慧財產權。

12. *INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS*

12.1 Subject to the limitations provided for in these GTC, the Supplier shall indemnify the Buyer against all reasonable costs, damages and expenses incurred by the Buyer as a result of a legally established or settled infringement of patents, utility models, registered designs, trade marks or copyrights of third parties (**"Third-Party Intellectual Property Rights**") arising from the contractual use or resale of the Goods.
12.2 The Supplier's obligation to indemnify the Buyer under clause 12.1 is subject to the Buyer (i) notifying the Supplier in writing, without delay upon becoming aware of it, of any claim asserted, threatened or brought against the Supplier for infringement of third-party intellectual property rights; (ii) upon the Supplier's request, leaves the sole conduct and control of all related legal proceedings and settlement negotiations to the Supplier at the Supplier's expense; (iii) assists the Supplier to a reasonable extent in defending against the asserted claim; and (iv) without the Supplier's prior express written consent, neither makes concessions nor enters into settlements that are or could be detrimental to the Supplier in relation to the asserted claim. If the Buyer fails to fulfil one or more of

12. 智慧財產權之侵害

12.1 在本通用條款約定的責任限制範圍內，如因貨物按契約約定使用或轉售，由此引發侵害第三方之專利權、新型專利、經註冊之設計專利、商標權或著作權（「**第三方智慧財產權**」），且該侵害經法院確定判決認定或者達成和解者，供應商應當賠償採購方由此合理產生的全部成本、損害及費用。

12.2 供應商承擔第 12.1 條至賠償責任的前提為：（i）採購方一旦獲悉第三方提起、主張或預告主張侵權行為損害賠償後，立即書面告知供應商；（ii）根據供應商要求，由供應商全權主導及控制全部訴訟及和解協商事宜，費用由供應商承擔；（iii）採購方於合理範圍內協助供應商抗辯該等請求；（iv）未經供應商事前明示書面同意，採購方不得擅自作出讓步、亦不得達成任何對供應商不利或可能對供應商不利之和解。若採購方未滿足前述任一條件，供應商的賠償義務即告失效。

12.3 若對第三方智慧財產權之侵權或被主張之侵權已經確定或已被第三方主張，供應商有權自行決定並自

the above conditions, the Supplier's obligation to indemnify shall lapse.

12.3 If an actual or alleged infringement of third-party intellectual property rights is established or asserted, the Supplier shall be entitled, at its sole discretion, to take one or more of the following measures at its own expense: (i) to procure for the Buyer the right to continue using the Goods in question in accordance with the Contract; (ii) to modify the Goods in question in such a way that the infringement is eliminated without materially impairing their contractually agreed functionality; or (iii) to replace the Goods in question with non-infringing Goods of equivalent functionality. If the Supplier has successfully implemented any of the above measures, any further claim for indemnification by the Buyer in relation to the infringement in question shall lapse.

12.4 The Supplier's obligation to indemnify is limited to infringements of intellectual property rights existing under the law of the country (i) in which the Buyer is domiciled, and/or (ii) in which the Goods are resold by the Buyer or in which the Goods are otherwise used, provided that the Supplier had positive knowledge of the resale or use in that country at the time the contract was concluded.

12.5 The Supplier's obligation to indemnify shall be excluded insofar as:

(i) the Buyer was aware of the legal defect at the time of conclusion of the Contract or was unaware of it due to gross negligence;

(ii) the infringement is due to the Supplier having followed a design or instruction provided by the Purchaser;

(iii) the Goods were used in a manner, for a purpose, in a country or in conjunction with equipment or software not specified by the Supplier or not communicated to the Supplier prior to the conclusion of the Contract;

(iv) the Goods have been modified or combined with products of the Supplier or third parties without the Supplier's prior express written consent.

12.6 Without prejudice to the foregoing provisions in this Clause 12, all claims by the Buyer arising from and in connection with the infringement of third-party intellectual property rights shall be subject to the limitation of liability set out in Clause 9.

12.7 The Buyer warrants that any designs, specifications or instructions provided by the Buyer shall not cause the Supplier, in the performance of its contractual obligations, to infringe any third-party intellectual property rights. The Buyer shall indemnify the Supplier against all reasonable costs, damages and claims for damages incurred by the Supplier as a result of any breach of this warranty.

行承擔費用，採取下列一項或多項措施：(i) 為採購方取得依本契約合法繼續使用貨物的授權；(ii) 修改貨物，在不致重大影響其契約約定的功能的前提下使該侵權消除；(iii) 更換為功能等同且不構成侵權的貨物。若供應商完成前述任一措施，採購方就該侵權事件所提出的進一步補償請求即告失效。

12.4 供應商承擔侵權賠償義務僅限於下述國家法律所生的智慧財產權侵害：(i) 採購方住所所在地；及／或 (ii) 採購方轉售貨物之地，或貨物於其他情形下使用之地，但以契約成立時供應商已明確知悉貨物將於該地轉售或使用者為限。

12.5 以下情形，供應商免除侵權賠償責任：

(i) 採購方成立契約時明知存在權利瑕疵，或因重大過失未知悉；

(ii) 侵權係因供應商執行採購方指定設計、指令導致；

(iii) 貨物使用場景、用途、國家或與之配套的設備或軟體，非由供應商指定，或採購方未於契約成立前向供應商告知者；

(iv) 未經供應商事前明示書面同意，貨物被修改，或與採購方或第三方的產品結合使用。

12.6 在不影響本第 12 條前述規定之情形下，採購方因第三方智慧財產權侵害所生或與之相關的全部請求權，均受第 9 條所定責任限制之拘束。

12.7 採購方保證，其提供的任何設計、規格或操作指令不會導致供應商在履約過程中侵害第三方智慧財產權。若採購方違反該保證，應全額賠償供應商因此產生的全部合理成本、損害及第三方向供應商主張之損害賠償。

13. CONFIDENTIAL INFORMATION

13.1 The Buyer undertakes to treat all Confidential Information of the Supplier as strictly confidential and to use it exclusively for the purpose of fulfilling the Contract. The Buyer shall neither disclose Confidential

13. 機密資訊

13.1 採購方承諾對供應商全部機密資訊嚴格保密，僅可用於本契約履約用途，不得向第三方揭露或提供。採購方至少應以保護自身同類機密資訊的同等標準

Information to third parties nor make it accessible to third parties. The Buyer shall exercise at least the same degree of care in protecting the Confidential Information as it exercises in protecting its own confidential information of a similar nature, but in any event at least the care of a prudent businessman.

13.2 This clause shall not apply to information in respect of which the Buyer can prove that it (i) was already in the public domain at the time of disclosure without any breach of this Contract; (ii) was lawfully disclosed by a third party without any breach of a confidentiality obligation owed to the Supplier; (iii) was demonstrably known to the Buyer prior to disclosure; or (iv) has been expressly authorised in writing by the Supplier for disclosure. The Buyer is entitled to disclose Confidential Information to the extent that it is obliged to do so pursuant to a court or regulatory order or due to mandatory statutory provisions, provided that such disclosure is necessary to comply with the relevant order. In such a case, the Buyer must inform the Supplier of the disclosure obligation in advance and without delay and provide the Supplier with a copy of the relevant order.

13.3 Upon the Supplier's first written request (an email shall suffice), the Buyer shall immediately return all physical and digital originals and copies of Confidential Information – including all data, documents, presentations and compilations of any kind received in this context – to the Supplier, at the Supplier's discretion, or irrevocably destroy them and confirm the destruction in writing upon request.

13.4 The Buyer's duty of confidentiality shall continue for a period of five (5) years following the termination of the Contract. Upon expiry of this period, the Buyer must immediately destroy all Confidential Information still in its possession.

（但最低不低於善良管理人之注意義務）保護供應商之機密資訊。

13.2 若採購方得證明有下列情形之一者，本條規定不適用於該等資訊：(i) 該資訊在揭露時已屬公開資訊，且該資訊之成為公開資訊並非因未違反本契約所導致；(ii) 該資訊由第三方合法揭露，且該第三方並未違反其對供應商承擔的保密義務；(iii) 採購方可證明在揭露前其已知悉該資訊；(iv) 供應商書面明確同意揭露該資訊。若採購方依據法院裁判、行政命令或法律強制規定要求必須揭露機密資訊，可於遵循該法院裁判、行政命令或法律的必要範圍內揭露，但應提前立即書面告知供應商，並提供相關文書副本。

13.3 凡經供應商提出書面要求（電子郵件即可），採購方應立即將全部機密資訊的紙本實體及數位電子形式的原件與複本（包括收受的任何形式的所有資料、文件、簡報及彙編資料），依供應商的選擇返還予供應商，或不可回復地予以銷毀；並於供應商要求時，以書面確認銷毀。

13.4 採購方的保密義務在契約終止後的五（5）年內繼續有效。期限屆滿後，採購方應立即銷毀留存的全部機密資訊。

14. *COMPLIANCE WITH LAWS & DATA PROTECTION*

14. 法令遵循與資料保護

14.1 The Buyer undertakes to comply with all applicable legislation in the areas of health, the environment, safety, ethics and compliance, as well as all other mandatory requirements. The Buyer shall indemnify the Supplier against all damages, costs and expenses incurred by the Supplier as a result of any breach of this obligation by the Buyer.

14.2 Both parties are obliged to comply with the data protection laws applicable to them, including – where applicable – Regulation (EU) 2016/679 (General Data Protection Regulation) in its current version. Each Party shall process personal data received from the other Party solely for the purpose of performing the Contract and shall ensure that any subcontractors engaged by it also use such data solely for this purpose. The disclosing Party warrants that it is authorised to transfer the relevant personal data to the receiving Party and that the necessary legal bases for doing so are in place.

14.1 採購方承諾遵守全部適用的健康、環保、安全、商業道德、法令遵循及其他法律強制規定。若採購方違反前述義務，須賠償供應商因此遭受的全部損害及產生的各項成本與費用。

14.2 雙方均應遵守適用的資料保護法規，包括（如適用）現行有效之《一般資料保護規則》（GDPR）。雙方僅可將對方提供的個人資料用於本契約履約用途，並應確保分包商同樣遵守該限制。資訊揭露方保證，其有權將相關個人資料提供予受領方，且具備所必要之全部合法依據。

15. *WRITTEN FORM*

15. 書面形式要求

15.1 Any additions, amendments or supplements to these GTC or to related documents (e.g. quotations, order confirmations, quality agreements, supply and/or service contracts) must be in writing and signed by both Parties to be valid; an electronic signature satisfies this requirement, provided that no stricter form is mandatory by law.
15.2 Unilateral declarations having legal effect shall be deemed to have been made in writing provided they are sent by email to a duly authorised representative of the other Party.

15.1 對本通用條款或相關文件（例如報價單、訂單確認書、品質協議、供貨及／或服務契約等）的任何增補、修改或補充，須經雙方書面簽署方可生效；電子簽名可滿足本項形式要求，但法律強制規定更嚴格形式要件者除外。

15.2 任何具備法律效力的單方意思表示，如透過電子郵件發送至對方正式授權代表，即視為採用書面形式。

16. *SEVERABILITY CLAUSE*

16.1 Should individual provisions of these GTC or related documents be or become wholly or partially invalid, void or unenforceable, this shall not affect the validity of the remaining provisions.
16.2 The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic purpose of the invalid provision and the intention of the Parties.

16. 可分割性條款

16.1 本通用條款或相關文件中任一條款全部或部分無效、失效或無法執行者，不影響其餘條款的效力。
16.2 無效、失效或者無法執行的條款，應由有效且可執行的條款取代，且該替代條款應最大限度實現原條款的經濟目的和雙方的意思。

17. *NO WAIVER*

17.1 Any failure or delay by the Supplier in exercising rights or claims against the Buyer shall not constitute a waiver of such rights or claims, nor shall it set a precedent for any future failure to exercise them.
17.2 Any waiver of rights or claims arising from these GTC or related documents shall only be valid if it is expressly stated in writing.
17.3 Any deviation from this requirement of written form must also be in writing. A waiver by implied conduct is excluded.

17. 不放棄權利

17.1 供應商未行使或遲延行使其對採購方所享有之權利或請求權，不應視為放棄該權利或請求權，亦不構成據以推論其日後不行使該等權利或請求權的任何先例。
17.2 就本通用條款或相關文件所生之權利或請求權的任何放棄，僅於以書面明確表示者，始生效力。
17.3 對於書面形式要求之任何例外或偏離，亦應以書面為之。排除以默示行為認定有放棄權利之意思。

18. *TERMINATION*

18.1 TERMINATION FOR CAUSE
18.1.1 If a reason for termination under clause 18.1.2 arises, either Party shall be entitled (without prejudice to its other contractual rights) to terminate the Contract with immediate effect by written notice to the other Party. Insofar as the reason for termination consists of a remediable breach of Contract, termination shall only be permissible after the terminating Party has set the other Party a reasonable grace period of at least fourteen (14) days to remedy the breach and this period has expired without result. Furthermore, the Supplier shall be entitled, where there is a reason for termination, to suspend all deliveries and/or services under the Contract or under any other contracts with the Buyer.
18.1.2 A reason for termination shall exist if: (i) the Buyer fails to pay the Contract Price or any other amount due by the due date; (ii) a Party materially breaches the Contract or any other agreement existing between the Parties; (iii) a Party is unable to settle its

18. 契約終止

18.1 有理由之終止
18.1.1 若出現第 18.1.2 條約定的終止事由，任何一方均有權（在不損害其其他契約權利的前提下）向對方發出書面通知，立即終止本契約。如該終止事由係因可補救的違約行為所致，則終止方須先給予對方不少於十四（14）日的合理寬限期以補正違約，寬限期屆滿仍未補正者，方可終止契約。此外，如發生終止事由時，供應商有權暫停本契約及與採購方其他契約的所有交付和／或服務。
18.1.2 發生下列情形之一者，構成契約終止事由：
（i）採購方未按期支付契約價金或其他到期的應付款項；
（ii）一方嚴重違反本契約或雙方之間的其他協議；
（iii）一方無力清償到期債務、資不抵債、停止支付或表示將停止支付，或停止其營業；
（iv）一方不履行對於本契約履行而言於事實及／或法律上屬於必要之配合義務；

due liabilities, becomes insolvent, suspends payments or threatens to do so, or ceases its business operations; (iv) a Party fails to perform an act of cooperation that is factually and/or legally necessary for the performance of the Contract; or (v) proceedings are initiated to: (a) bring about a composition or other amicable settlement between a Party and its creditors; (b) obtain a court order for compulsory administration or appoint a receiver for a Party or its assets; (c) carry out the liquidation or dissolution of a Party; or (d) materially alter, directly or indirectly, the ownership structure and/or control of a Party, provided that this is likely to prejudice the legitimate interests of the other Party.

18.2 ORDINARY TERMINATION
Unless expressly agreed otherwise, in the case of a continuing obligation, either Party shall be entitled to terminate the Contract at any time by giving the other party thirty (30) days' written notice. In the event of ordinary termination, the Buyer shall reimburse the Supplier for all Contractual Services rendered up to the effective date of the termination, as well as all costs and expenses incurred or rendered unavoidable in this connection.

***19.** WORK PERFORMED OFF-SITE*

19.1 If field work carried out by the Supplier or its subcontractors on the Buyer's premises, on the premises of a contractual partner of the Buyer, or on the premises of any other third party forms part of the Contract, or if such work becomes necessary during its performance, the Buyer shall be obliged to grant the Supplier access to the relevant premises in accordance with all applicable and reasonable safety standards. Insofar as the Buyer does not itself control access to the relevant premises, it must ensure that the Supplier has unhindered access.
19.2 In particular, the Buyer is responsible for identifying in good time all requirements to be met prior to the commencement of field work and, to the extent possible, for fulfilling them. This includes, in particular: (i) obtaining the necessary access passes, visitor permits, security clearances or work permits; (ii) compliance with statutory or regulatory requirements; (iii) the provision of a safe working environment and the necessary utility connections (e.g. electricity, water); and (iv) compliance with the internal safety regulations of the Buyer or relevant third parties. The Buyer shall inform the Supplier in writing of such requirements as soon as possible. Any performance or completion date agreed between the Parties shall be automatically postponed by at least the period required for the Buyer and the Supplier to fulfil all such requirements.
19.3 Where specific training, induction or procedures for the Supplier's personnel are required before they are granted access to the premises where the field work is to be carried out, the Buyer shall, at its own expense, in consultation with the Supplier and subject

（v）啓動下列程序：
（a）一方與債權人達成和解或其他債務清償安排；
（b）法院裁定強制管理或指定財產管理人接管一方或其資產；
（c）一方清算或解散；
（d）直接或間接重大變更一方的股權結構及／或控制權，且可能損害另一方合法權益。

18.2 任意終止
除雙方另有明示約定外，對於持續性契約義務，任何一方均有權隨時向對方發出三十（30）日書面通知終止本契約。若為任意終止，採購方應向供應商支付截至終止生效日止已提供的全部契約服務對價，並償還供應商就此已發生或不可避免的所有成本與費用。

19. 現場作業

19.1 若供應商或其分包商在採購方場地、採購方合作方場地或第三方場地進行現場作業，而該等現場作業構成契約內容之一部分，或於契約履行過程中有進行該等作業之必要，採購方應依所有適用且合理之安全標準，提供供應商人員進入相關場地之權限。若採購方無法控制進出相關場地之權限，其應確保供應商得以不受阻礙地進出該場所。

19.2 尤其，採購方應及時確認所有於現場作業開始前須符合的要求，並應於可能範圍內完成該等要求。前述要求具體包括：（i）取得必要的進場證件、訪客許可、安全許可與工作許可；（ii）遵守法令或主管機關規範的要求；（iii）提供安全的作業環境及必要的公用基礎建設接駁（例如電力、用水）；（iv）遵守採購方及相關第三方的內部安全規範。採購方應儘早書面告知供應商上述要求。雙方所約定之任何履行期限或完成日期，應自動順延至少相當於採購方及供應商完成所有該等要求所需之期間。

19.3 若供應商作業人員進場前應接受特定培訓、進場引導或遵循特定程序，採購方應自行承擔費用，並與供應商人員協商，於供應商人員可配合之情況下，提供充分的培訓及指示。若因可歸責採購方之事由導致供應商之服務遲延且供應商因此產生額外費用者（包含往返現場的差旅費以及設備安裝或拆卸費用等），採購方應全額賠償供應商。

to the availability of the Supplier's personnel, provide sufficient training and instruction. If the Supplier's Services are delayed for reasons attributable to the Buyer and the Supplier incurs additional costs as a result, the Buyer shall compensate the Supplier for all resulting additional costs, including the costs of travel to and from the site and set-up and dismantling.

***20.** APPLICABLE LAW*

20.1 Unless otherwise expressly agreed in writing, the contractual relationship between the Parties shall be governed exclusively by the substantive law of the Supplier's registered office. The application of the conflict-of-laws rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
20.2 All disputes arising out of or in connection with these GTC or the respective contractual relationship, including any disputes regarding their existence, validity or termination, shall be resolved as follows:
(i) where the Buyer is incorporated, established or domiciled in Taiwan, the Taipei District Court shall have exclusive jurisdiction as the court of first instance; and (ii) where the Buyer is not incorporated, established or domiciled in Taiwan, the dispute shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force. The seat of arbitration shall be Singapore. The language of the arbitration shall be English. The law applicable to the matter shall be determined in accordance with Clause 20.1.

***21.** EXPORT CONTROLS AND SANCTIONS*

21.1 The Buyer undertakes to comply with the applicable import and export control laws and sanctions, foreign trade regulations, as well as regulations, orders and requirements in their currently valid versions, including in particular those of the United States of America, the European Union, the United Nations (UN) and the respective jurisdictions in which the Supplier and the Buyer are established or from which goods may be supplied ("Trade Restrictions"), as well as to fulfil the requirements of any relevant licences, authorisations, exemptions, general licences or licence exemptions applicable to the receipt and use of goods, including hardware, software, services and technology.
21.2 The Buyer undertakes to provide the Supplier, upon the Supplier's request (an email is sufficient), with all information regarding the final country of destination of the Contractual Services, their (end) recipients and their intended use without delay.
21.3 The Buyer hereby acknowledges that the performance of the Contractual Obligations may be

20. 適用法律與管轄

20.1 除非雙方另行書面約定，雙方間的契約關係應專屬適用供應商註冊地的實體法，明確排除國際私法的衝突法規則及《聯合國國際貨物銷售契約公約》（CISG）的適用。

20.2 因本通用條款或相關契約關係所生或與之相關之一切爭議，包括有關其存在、效力或終止之任何爭議，應依下列方式解決：(i) 如採購方係於台灣設立、成立或住所位於台灣，應以臺灣臺北地方法院為第一審專屬管轄法院；及 (ii) 如採購方非於台灣設立、成立或住所非位於台灣，該爭議應提交新加坡國際仲裁中心（Singapore International Arbitration Centre，「SIAC」），並依當時有效之新加坡國際仲裁中心仲裁規則（「SIAC Rules」）進行仲裁並作成終局解決。仲裁地應為新加坡。仲裁語言應為英文。實體爭議所適用之法律應依第 20.1 條決定。

***21.** 出口管制與制裁*

21.1 採購方承諾遵守適用之進出口管制法律、法規及貿易制裁措施、對外貿易法規，以及現行有效之相關規範、命令及要求，包含美國、歐盟、聯合國及雙方分別設立地或貨物可能供應來源地的相關司法管轄區所適用的規範（以下統稱「貿易限制」）。此外，採購方應滿足有關取得、接收及使用貨物（包括硬體、軟體、服務及技術）所需的任何相關許可、授權、豁免、一般許可或許可豁免之要求。

21.2 供應商若提出要求（電子郵件即可），採購方應立即提供契約服務的最終目的地、最終使用方、預定用途等全部相關資訊。

21.3 採購方確認，本契約履約行為可能受貿易限制的影響。供應商履行契約服務以不存在任何貿易限制妨礙其履行為前提。因依貿易限制進行的出口管制審查或為履行契約所需的許可程序，導致交付延遲者，相關成本不由供應商承擔。雙方約定的交付期限及履行期限，應依供應商因該等審查或程序而無法履行義務

subject to trade restrictions.
The performance of the Contractual Services by the Supplier is subject to the provision that no Trade Restrictions prevent their fulfilment. Delays in delivery resulting from export control checks or authorisation procedures required for the performance of the Contract in accordance with Trade Restrictions shall not be at the Supplier's expense. The agreed delivery and performance deadlines shall be extended by the period during which the Supplier is prevented from performing due to such checks or procedures. To the extent that an obligation of the Supplier or the Buyer arising from or in connection with the Contract is prohibited, restricted or subject to an authorisation that has not been granted by the competent authority under the Trade Restrictions ("Sanctioned Obligation"), neither the Supplier nor the Buyer shall be obliged to fulfil such a Sanctioned Obligation. In the event of a Sanctioned Obligation, either party shall be entitled to terminate the Contract by withdrawal or notice of termination. Claims for damages by the Supplier arising from non-performance or delayed performance of the relevant Contractual Services are excluded, unless the Supplier has acted with intent or gross negligence.
21.4 Following the performance of the Contractual Services by the Supplier, the Buyer shall be solely responsible for compliance with the Trade Restrictions and shall not take any action which (i) might cause the Supplier or any of its affiliated companies to breach the Trade Restrictions or expose them to the risk of doing so, or (ii) would expose the Supplier to the risk of breaching the Trade Restrictions.
In particular, the Buyer warrants and represents that the Buyer is not a Sanctioned Party and is not directly or indirectly (including through multiple layers) owned or controlled by a Sanctioned Party. "Sanctioned Party" means any natural or legal person, organisation or entity listed on a relevant sanctions list, including, but not limited to, the sanctions lists of the European Union, the UK Office of Financial Sanctions Implementation (OFSI) and the US Office of Foreign Assets Control (OFAC).
Furthermore, the Buyer undertakes
(i) not to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose, make available or otherwise deal with the Contractual Services, either directly or indirectly, without the Supplier's prior consent (email is sufficient), namely
(a) to or for use in any territory where the provision of the Contractual Services would be restricted or prohibited under the Supplier's Trade Restrictions;
(b) to countries, territories or destinations with which the Supplier does not conduct business for corporate policy reasons; these include Iran, Sudan, Belarus, Russia and North Korea, as well as the regions of Crimea and Sevastopol, Donetsk, Luhansk, Kherson and Zaporizhzhia; and
(c) to a party subject to sanctions under the Trade Restrictions (or a party directly or indirectly owned or

的期間相應延長。若供應商或採購方依契約所負的任何義務被貿易限制禁止、限制或未取得必要許可（以下統稱「受制裁義務」），雙方均無義務履行該受制裁義務。若發生受制裁義務的情形時，任一方均有權解除或通知終止本契約。因相關契約服務未履行或遲延履行所生的損害賠償請求，供應商概不負責，但供應商出於故意或重大過失者，不在此限。

21.4 供應商履行契約服務後，採購方應就遵守貿易限制負完全責任，不得實施下列行為：（i）可能導致供應商或其任何關係企業違反貿易限制，或使其面臨違反貿易限制之風險；或（ii）使供應商面臨違反貿易限制之風險。
尤其，採購方聲明並保證，採購方並非受制裁主體，且不存在直接或間接（包括透過多層持股或控制架構）被受制裁主體控股或控制的情形。「受制裁主體」指列入相關制裁清單的自然人、法人、組織或實體，包括但不限於歐盟、英國金融制裁實施辦公室（OFSI）及美國海外資產控制辦公室（OFAC）制裁清單所列主體。
此外，採購方進一步承諾：
（i）未經供應商事先同意（電子郵件有效），不得直接或間接使用、銷售、轉售、出口、再出口、轉讓、分銷、處分、揭露、提供或以其他方式處理契約服務，尤其不得：
（a）提供至任何根據供應商所適用之貿易限制受限或禁止提供契約服務的任何地區，或供該等地區使用；
（b）提供至供應商基於公司政策而不進行業務往來的國家、地區或目的地；該等範圍包含伊朗、蘇丹、白俄羅斯、俄羅斯及北韓，以及克里米亞與塞凡堡、頓內茨克、盧甘斯克、赫爾松及札波羅熱等地區；以及
（c）提供至貿易限制下的受制裁主體（或由該主體直接或間接擁有或控制的一方）；
（ii）取得並維持依貿易限制之規定所需全部出口許可及其他主管機關的核准；並遵循於供應商提供或履行契約服務後，針對該契約服務的使用、銷售、轉售、出口、移轉、交付、再出口、提供、移轉、分銷、交易、處置、揭露、給予及其他處理方式所需的一切法定程序；
（iii）未經供應商書面同意（電子郵件即可），不得將產品全部或部分用於：（a）開發、製造、處理、操作、維護、儲存、偵測、識別或散布化學、生物或核子武器，或開發、製造、維護或儲存該等武器的飛彈；（b）任何軍事最終用途（若採購方所在國或目的地國遭受武器禁運）。此外，若採購方明知或有合理理由懷疑契約服務擬用於或可能用於上述任何目的，未經供應商事前同意（電子郵件即可），禁止將契約服務轉讓予第三方。

21.5 採購方承諾，不直接或間接銷售、出口或再出口依本契約或與本契約相關所提供的契約服務：（i）屬於歐盟第 833/2014 號法規第 12g 條適用範圍者，至俄羅斯聯邦境內或供其使用；或（ii）屬於歐盟第

controlled by such a party);
(ii) to obtain and maintain all export licences and other regulatory approvals required under Trade Restrictions, and to comply with all formalities necessary for the use, sale, resale, export, transfer, delivery, re-export, the provision, transfer, distribution, trading, disposal, disclosure, provision and other handling of the Contractual Services following their provision or performance by the Supplier;
(iii) without the Supplier's prior consent (email is sufficient), not to use the Contractual Services, in whole or in part, (a) for the development, manufacture, handling, operation, the maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or the development, manufacture, maintenance or storage of missiles for such weapons, or (b) for any military end-use, if an arms embargo has been imposed on the Buyer's country or the country of destination. Furthermore, the Buyer is prohibited, without the Supplier's prior consent (email is sufficient), from transferring the Contractual Services to third parties if the Buyer knows or has reasonable grounds to suspect that the Contractual Services are intended or may be intended for any of the aforementioned purposes.

21.5 The Buyer undertakes not to sell, export or re-export, either directly or indirectly, Contractual Services provided under or in connection with the Contract which (i) fall within the scope of Article 12g of Regulation (EU) No 833/2014, into or for use in the Russian Federation, or (ii) those falling within the scope of Article 8g of Regulation (EU) No 765/2006, to or for use in Belarus.

21.6 The Buyer undertakes to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the downstream supply chain, including any resellers, which is likely to frustrate the purpose of the provisions in this Clause 21. Upon request, the Buyer shall provide the Supplier with adequate evidence of the existence of such a monitoring mechanism.

21.7 (i) The Buyer undertakes to disclose or make available classified information to the Supplier, such as technical data, technology or other data listed in the U.S. Munitions List, the U.S. Commerce Control List or in the EU export control lists, in particular the Annexes to the Dual-Use Regulation, or in other trade restrictions ("Classified Technology"), if (a) the Buyer has given the Supplier reasonable prior written notice of this and has notified the Supplier in writing of the export control classification of such data and technology, (b) the Supplier has given its prior written consent to such disclosure or provision, and (c) the Buyer has clearly marked such data and technology as being subject to Trade Restrictions.
(ii) If the Buyer discloses or provides Classified Technology to the Supplier in breach of the obligations under Clause 21.7 (i) ("Unauthorised Disclosure") and is responsible for such disclosure, the Buyer shall indemnify the Supplier against all damages, losses, costs and expenses incurred by the Supplier arising out

765/2006 號法規第 8g 條適用範圍者，至白俄羅斯或供其使用。

21.6 採購方承諾建立並維持適當的監控機制，以察覺下游供應鏈中的第三方（包括任何經銷商）可能阻礙本條（第 21 條）規定目的之行為。若供應商要求，採購方應向供應商提供充分的證據，證明該監控機制確實存在。

21.7 （i）採購方承諾，僅在符合下列條件時，始得向供應商揭露或提供受管制資訊，例如列於美國軍品管制清單、美國商業管制清單、歐盟出口管制清單的附錄或其他貿易管制措施所列之技術資料、技術或其他資料（以下統稱 「受管制技術」）：（a）採購方已於事前以書面合理通知供應商，並明確標註該等資料及技術之出口管制分類；（b）供應商已事前以書面同意該等揭露或提供；及（c）採購方已明確標示該等資料及技術係受貿易限制規範。
（ii）如採購方違反第 21.7(i)條所定義務而向供應商揭露或提供受管制技術（下稱「未經授權的揭露」），且該揭露應歸責於採購方者，採購方應就供應商因該未經授權的揭露所生或與之相關的一切損害、損失、成本及費用，對供應商負賠償責任。前述賠償責任特別包括（但不限於）：（a）第三人向供應商提出的損害賠償請求；（b）法律程序及抗辯所生之費用，包括合理的律師費；（c）因未經授權的揭露受管制技術所致的行政罰鍰或制裁（以可歸因於該未經授權的揭露者為限）；及（d）供應商因未經授權的揭露所遭受的其他直接或間接損害及費用。採購方並承諾，一旦知悉已發生或即將發生未經授權的揭露時，應立即以書面通知供應商（下稱「通知義務」）。
（iii）如採購方違反前述通知義務，而採購方或第三人因此遭受損害，且該等損害可歸責於採購方違反通知義務者，供應商對該等損害不負任何責任。本項免責規定同時適用於契約責任及非契約責任。惟若供應商出於故意或重大過失致生損害，或涉及生命、身體或健康的損害責任者，不適用此責任免除。此外，若供應商已對該受管制技術提供擔保，或涉及依適用法律規定的強制責任所提出之請求者，亦不適用此責任免除。若採購方違反揭露義務僅為損害發生的共同原因，供應商與採購方的責任劃分依據台灣民法第 217 條的原則辦理，此種情形下，採購方應負擔因其違反義務所應歸責的損害部分。

21.8 採購方若違反本條（第 21 條）約定義務，即構成對本契約的重大違約，供應商有權：（i）單方發出終止通知終止本契約，或解除本契約；（ii）採購方有義務向供應商支付違約金，其金額由供應商依其合理裁量權決定，如有爭議，由有管轄權的法院或仲裁庭（視情況而定）審查，但採購方對該違約行為無過失者不在此限。該違約金應自因同一違約行為所生的任何損害賠償請求中扣抵。供應商就超過違約金金額部分請求損害賠償的權利不受影響。

of or in connection with the Unauthorised Disclosure. The indemnity obligation shall include, in particular but not limited to, (a) claims for damages by third parties asserted against the Supplier, (b) costs of legal proceedings and defence, including reasonable legal fees, (c) administrative fines or sanctions, insofar as these are attributable to the Unauthorised Disclosure of the Classified Technology, and (d) other direct and indirect damages and expenses incurred by the Supplier as a result of the Unauthorised Disclosure. The Buyer undertakes to inform the Supplier immediately in writing as soon as it becomes aware that an Unauthorised Disclosure has taken place or is imminent ("Disclosure Obligation").

(iii) The Supplier shall not be liable for any damage incurred by the Buyer or third parties insofar as such damage is attributable to the Buyer's breach of the Disclosure Obligation. This applies equally to contractual and non-contractual claims. The exclusion of liability shall not apply where the Supplier has caused the damage intentionally or through gross negligence, or where liability for injury to life, limb or health is concerned. Furthermore, the exclusion of liability shall not apply where the Supplier has provided a guarantee for the Classified Technology or where claims under applicable law are concerned. Insofar as the Buyer's breach of the Disclosure Obligation was merely a contributing cause of the damage, the allocation of liability between the Supplier and the Buyer shall be governed by the principles of Article 217 of the Taiwan Civil Code. In this case, the Buyer shall bear the portion of the damage attributable to its breach of duty.

21.8 Any breach by the Buyer of its obligations under Clause 21 shall constitute a material breach of the Contract and shall entitle the Supplier (i) to terminate the Contract by giving notice of termination or withdrawing from the Contract with the Buyer, and (ii) obliges the Buyer to pay the Supplier a contractual penalty, the amount of which shall be determined by the Supplier at its reasonable discretion and, in the event of a dispute, reviewed by the competent court or arbitral tribunal (as the case may be), unless the Buyer is not at fault for the breach. The contractual penalty shall be set off against any claim for damages arising from the same breach. The Supplier's right to claim damages in excess of the contractual penalty remains unaffected.

21.9 The parties shall notify each other immediately (email is sufficient) if problems arise in complying with the obligations set out in Clause 21, including any relevant activities by third parties. This also applies in the event that Trade Restrictions should change during the business relationship between the Supplier and the Buyer.

21.10 The Supplier reserves the right to carry out a review of the Buyer prior to the performance of the Contractual Services and during the performance of the Contract, and to request information regarding compliance with the aforementioned obligations. The Buyer is obliged to provide the Supplier with the

21.9 若雙方於履行本條所定（第 21 條）義務發生問題（包括第三方相關行為），應立即通知對方（電子郵件即可）。於供應商與採購方的業務往來期間，若貿易限制發生變更，亦適用本項規定。

21.10 供應商有權在履行契約服務前及履約期間對採購方進行審查，並要求採購方提供有關遵守前述義務相關資訊的權利。採購方有義務毫不延誤地向供應商提供為此目的所要求的資訊，並以適當方式協助供應商進行該等審查。

information requested for this purpose without delay and to assist the Supplier in such reviews in an appropriate manner.

***22.** LANGUAGE*

These GTC are made available in both English and Chinese. In the event of any inconsistency, discrepancy or conflict between the English and Chinese versions, the English version shall prevail.

22. 語言

本通用條款以英文及中文作成。如英文版本與中文版本之間有任何不一致、差異或衝突，應以英文版本為準。