

Supplier and Buyer agree to be bound by and to comply with all terms set forth in these General Terms and Conditions of Purchase ("Terms"). For the purposes of these Terms, "Buyer" shall be the Veolia entity whose corporate information and particulars are duly specified in the Order; "Supplier" shall be the entity supplying Buyer under the Order; "Order" designates a purchase order that has been issued from Buyer to Supplier and is an offer to purchase the goods ("Goods") and/or services ("Services") described in the Order under these Terms; "Affiliate" means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with any of the parties to this Agreement. Supplier's acceptance of the Order, commencement of work or provision of Goods and/or Services, whichever occurs first, shall constitute acceptance of the Order and these Terms (together, the "Agreement"). Any modification or addition to this Agreement by Supplier, including but not limited to any deviations and any terms and conditions included in Supplier's proposal, quotation, acceptance, invoice or any other Supplier's document referring to this Agreement, are hereby expressly rejected and shall not be valid unless accepted by Buyer in writing. 供應商與買受人同意受本採購之一般性條款與條件（下稱「本條款」）之拘束並遵守其全部規定。就本條款之目的，「買受人」係指經於訂單載明公司資訊及詳情之威立雅集團下之主體；「供應商」係指依訂單向買受人供應貨品或服務之主體；「訂單」係指買受人向供應商製發，且係依本條款為採購訂單所載貨品（下稱「貨品」）及/或服務（下稱「服務」）所提出之要約；「關係企業」係指任何直接或間接，透過一個或一個以上之中介，由本合約任一方所控制、被其控制、或與之受共同控制之主體。供應商接受訂單、開始履行工作、或提供貨品及/或服務之行為，以其中最先發生者為準，構成對訂單之接受及對本條款之同意（下合稱「本合約」）。買受人特此明文拒絕供應商對本合約進行任何修改或增補（包括但不限於供應商之提案、報價、對訂單之接受、帳單、或供應商其他任何有關本合約之文件所載不符本合約規範之條款或條件），除經買受人書面同意者外，該等修改或增補應屬無效。

2. MODIFICATION: CHANGES IN THE ORDER修改：變更訂單

2.1 General. No change, addition or waiver of terms of this Agreement or Buyer specifications contained shall be binding on Buyer unless approved in writing by an authorized representative. Buyer shall have the right, at any time, to make changes to this Agreement, including but not limited to, any one or more of the following: (a) specifications, drawings and data, (b) methods of shipment or packing, (c) place of delivery and time of delivery, (d) quantities, (e) services and (f) suspension or extension of performance time ("Change"). Upon receiving notice of a Change, including suspension, Supplier shall promptly comply with Buyer's instructions. If any Change causes an increase or decrease in the cost or time required for Supplier to perform this Agreement, an equitable adjustment shall be made in the Price, delivery schedule, or both, subject to Supplier's strict compliance with the Change procedure set forth in this Section and Buyer's receipt of all supporting documentation from Supplier required by Buyer to evaluate and determine the cost or schedule impact of the Change. If Buyer and Supplier cannot agree to equitable adjustment to cost or schedule within ten (10) days of Buyer's request for a Change, Buyer, may, without invalidating the Agreement, issue a written directive requiring the Contractor to perform additional Services or provide additional Goods, delete portions of the Goods or Services, or alter the Goods or Services as required by Buyer ("Directed Change"). Such Directed Change may include modifications to the design, specifications, schedule, or methods of performance. If Buyer issues a Directed Change, Supplier shall provide Buyer all documents and records required by Buyer, in a form satisfactory to Buyer, including an itemized accounting together with appropriate supporting data for all costs or savings attributable to the Directed Change. Any price adjustment shall only include the reasonable, documented and direct costs that shall necessarily be incurred as a direct result of the Change or Directed Change. Any claim by Supplier for adjustment under this Agreement shall be deemed waived unless asserted in writing within ten (10) calendar days from Supplier's receipt of the Change or Directed Change notification. Equitable adjustment to Price or schedule shall not be binding on Buyer unless evidenced by a Change Order issued and signed by Buyer.

通則。除經授權代表書面核准者外，本合約或其所載買受人規格之變更、增補、棄權，均不對買受人發生拘束之效。買受人有權隨時變更本合約，其範圍包括但不限於以下之一項或數項：(a)規格、圖說、及資料；(b)運輸或包裝方式；(c)交貨地點與交貨時間；(d)數量；(e)服務；及(f)履行期間之停止或延長（下稱「變更」）。供應商接獲變更通知（包括停止）時，應即遵守買受人之指示。若任何變更導致供應商履行本合約所需費用或時間增加或減少，在供應商嚴格遵守本條所定變更程序、且買受人已收到其為評估與確認變更所致費用與時程影響而要求供應

商提供之全部佐證文件之前提下，雙方應就價格及/或交貨時程進行公平調整。若買受人及供應商無法於買受人要求變更時起十(10)日內，就費用或時程之公平調整達成合意，買受人得在不影響本合約有效性之情形下，寄發書面指示，要求供應商履行額外服務或提供額外貨品、刪除部分貨品或服務、或依買受人之要求變更貨品或服務（合稱「指示性變更」）。該等指示性變更得包括對設計、規格、時程、或履約方式之修改。若買受人寄發指示性變更，供應商應向買受人依其要求之形式提供其所要求之全部文件及記錄，包括全部因該指示性變更所產生或所節省費用之逐項明細與相關佐證資料。任何價格調整應僅包括因變更或指示性變更所生合理、有文件記錄、且屬直接產生之必要費用。除供應商於接獲變更或指示變更通知時起十(10)個日曆日內以書面提出調整請求外，供應商任何依本合約進行調整之請求權均應視為已拋棄。若有買受人所寄發或簽署之變更訂單可茲為憑者外，價格或時程之公平調整不拘束買受人。

2.2 Suspension. Notwithstanding the above, Buyer may, at any time, by written notice to Supplier, suspend or extend the time for Supplier's performance of the work for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified and comply with Buyer's instructions, as the case may be. Suspensions, if the cumulative duration is less than ninety (90) calendar days, Supplier shall not be entitled to any change in Price, delivery dates or any other obligations under the Agreement. If the suspension duration is above ninety (90) calendar days, Supplier may claim reimbursement for additional costs reasonably and necessarily incurred by Supplier from the ninety-first (91st) calendar day of suspension onwards, provided such costs are (i) actually incurred, (ii) mitigated by Supplier where possible, and (iii) notified to Buyer with all supporting details, within ten (10) calendar days after Buyer's notice to resume work. Buyer may withdraw the suspension at any time as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume performance on the specified effective date of resumption or within ten (10) calendar days of the withdrawal notification.

停止。縱有前述規定，買受人得隨時以書面通知供應商，停止或延長供應商履行其工作之時間，其期間以買受人認為適當者為準。供應商接獲停止通知後，應立即依通知內容停止工作，並遵從買受人指示。如停止之累計期間未滿九十（90）個日曆天，供應商無權要求變更價格、交貨日期或本合約項下之任何其他義務。如停止期間超過九十（90）個日曆天，供應商得就其自停止第九十一（91）個日曆天起所合理且必要產生的額外成本，請求償還，但此等成本須符合下列條件：(i) 確已實際發生；(ii) 供應商已盡可能減輕成本；以及 (iii) 供應商應於買受人發出恢復工作通知後十（10）個日曆天內，將所有佐證細節通知買受人。買受人得隨時以書面通知撤回全部或部分停止，並載明生效日期及範圍。供應商應於指定之恢復生效日期或接獲撤回通知後十（10）個日曆天內恢復履行。

3. PRICE – PAYMENT價格與付款

3.1 Price. Unless otherwise expressly stated, all prices for Goods and Services under the Agreement, are firm and not subject to escalation for any reason not set forth in the Agreement ("Price"). Any Price includes all costs and charges, including but not limited to duties, custom clearance, import duties, impost or levies and taxes of whatsoever nature and related to manufacturing process, sales, provision and transportation of Goods as the case maybe, and Supplier shall indemnify and save harmless Buyer from and against liability for all federal, state, local or foreign taxes or other government charges, duties, levies, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever. Without limitation to the foregoing, Buyer shall not accept any additional costs to the Price.

價格。除另有明文約定者外，本合約所定全部貨品與服務價格（下稱「價格」）均為固定價格，不得以本合約未載明之任何理由調漲。任何價格均已包含全部成本與費用，包括但不限於關稅、清關費用、進口稅、捐稅或任何性質之稅負，以及有關貨品之製造、銷售、涉及貨品提供與運送之稅費。且供應商應就所有聯邦、州、地方或國外稅捐或其他政府費用、關稅、捐稅、運費、許可證費用、包裝費用、保險費用及任何其他費用所生之責任，賠償買受人、並使買受人免於受有損害。在不限於前述約定之情況下，買受人概不接受對價額為任何額外之增加。

3.2 Withholding taxes. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer may deduct such taxes from any payment due to Supplier and provide Supplier with a valid tax receipt in Supplier's name. If Supplier is exempt from, or eligible for, a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. **稅費之扣繳。**若買受人依法應就供應商應負擔之稅捐辦理扣繳，買受人得自應向供應商給付之款項扣除該等稅款，並向供應

商提供載明其名義之有效稅務收據。若供應商得享有免稅或減稅之扣繳税率，供應商應於款項清償期日屆至前至少三十（30）天，向買受人提供有效之稅務居住地證明或其他應備文件。

3.3 Payment terms. Unless otherwise specified, Buyer shall pay, by bank transfer, the Price specified in the Order, within 120 days from the date of the receipt of each undisputed invoice issued by Supplier, subject to: (a) complete delivery of the Goods and performance of all Services and obligations of Supplier in strict compliance with these Terms and the Order; (b) all Financial Guarantees duly provided to Buyer and (c) receipt by Buyer of Supplier's correct invoice.

付款條件。除另有約定者外，買受人應依以下條件，於收受供應商所開立各無爭議帳單之日起壹佰貳拾（120）日內，以銀行轉帳方式給付訂單所載價格：(a) 供應商已嚴格遵守本條款與訂單，完成其所負交付貨品及全部服務與義務之履行；(b) 已向買受人正式提供全部財務保證；以及 (c) 買受人已收訖供應商之正確帳單。

3.4 Price Warranty. Supplier warrants that the Prices under this Agreement are not less favorable than those offered by Supplier to any other customer for substantially similar goods or services in comparable quantities. In the event Supplier reduces its prices for its other customers for such goods or services during the term of this Agreement, Supplier agrees to reduce the Price of the Goods and/or Services correspondingly. If during this Agreement, Buyer or any of its Affiliates can purchase similar goods and/or services of like quality from another supplier at a total price, including delivery cost to the facility of Buyer or the applicable Affiliate, that is lower than the total Price of the Goods and/or Services purchased under the Agreement from Supplier, Buyer may notify Supplier of such price and Supplier shall have an opportunity to reduce the total Price of the applicable Goods and/or Services purchased hereunder, within ten (10) calendar days from Buyer's notification unless otherwise stated in the Order, so that it is the same or lower than the total price of the other supplier. If Supplier timely fails to or cannot legally do so within the ten (10) day time period described above, Buyer may (i) purchase the applicable goods and/or services from such other supplier (in which case the obligations (including, but not limited to, any purchase and sale requirements and/or commitments, if any) of Buyer and Supplier hereunder shall be reduced accordingly); or (ii) terminate this Agreement without any penalty, liability or further obligation.

價格保證。供應商保證，本合約項下之價格不高於供應商就實質上類似且數量相當之貨品或服務，向任何其他客戶提供之價格。倘若供應商於本合約期間內，就該等貨品或服務調降其對其他客戶之價格，供應商同意相應調降貨品及/或服務之價格。若於本合約期間內，買受人或其任一關係企業能以總價（包括運送至買受人或該關係企業場所之運送成本）自其他供應商處採購品質相當之類似貨品及/或服務，且該總價低於依本合約向供應商採購之貨品及/或服務之總價格，買受人得將此價格通知供應商，供應商應有機會於買受人通知後十（10）個日曆天內（除非訂單另有約定），調降本合約項下所採購之相關貨品及/或服務之總價格，使其與其他供應商之總價相同或更低。若供應商未於前述十（10）日之期間內即時調降或依法無法為之，買受人得：(i) 向該其他供應商採購相關貨品及/或服務（在此情況下，買受人與供應商在本合約項下之義務（包括但不限於任何採購與銷售要求及/或承諾，若有）應相應減少）；或 (ii) 終止本合約，且不負任何罰款、責任或其他義務。

3.5 Replacement Parts. Replacement parts for the Goods are for the purpose of this Section defined as "Parts". Unless specified otherwise by Buyer in writing, Supplier shall provide Parts for a period of ten (10) years from the delivery date or until Buyer consents to an alternative part that provides the same form, quality, fit and function as the Part. The prices for any Parts purchased in the first two (2) years of the ten (10) year period shall not exceed the prices in effect at the time the production of the Goods ceases, and no set up charges shall be permitted by Supplier or paid by Buyer during this two (2) year period. Thereafter, the prices for Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements shall apply unless the parties mutually agree in advance. After the end of the ten (10) year-period, Supplier shall continue to maintain in good working condition all Supplier owned tooling required to produce the Parts, and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling. If Supplier plans to discontinue production of the Parts at any time during or after the Agreement, then Supplier shall provide Buyer with six month's notice prior to discontinuing such Parts and shall provide alternative technical solution to remedy.

替換零件。本條所規定用於貨品之替換零件稱為「零件」。除買受人另以書面指定者外，供應商自交貨日起十（10）年，或直至買受人同意得以提供與該零件相同樣式、品質、適配性及

功能之替代零件為止，應向買受人供應零件。於該十（10）年期間之最初兩（2）年內所採購之任何零件，其價格不得超過貨品停止生產當時所適用之價格，且供應商於此兩（2）年期間內不得收取、買受人亦無須支付任何設定費用。其後，零件價格應依供應商生產該零件之實際成本，加上任何特殊包裝成本，進行協商。除雙方事先合意者外，不適用最低訂購量要求。於該十（10）年期間屆滿後，供應商應繼續維持其所有、生產零件所需之全部模具處於良好運作狀態，且未經提供買受人優先購買權，供應商不得處分該等模具。若供應商計畫於本合約期間內或之後任何時間停止生產該等零件，供應商應於停止生產前六個月通知買受人，並應提供替代技術解決方案以作為補救。

3.6 Set-off. Buyer shall be entitled, at any time, to set off any amount owing from Supplier to Buyer against any amount payable by Buyer in connection with this Agreement.

抵銷。買受人有權隨時以供應商積欠買受人之任何款項，抵銷買受人因本合約應給付供應商之任何款項。

4. FINANCIAL GUARANTEE財務保證

The initial provision and continued maintenance of any bank guarantee(s), surety bond(s), letter(s) of credit, or similar financial guarantee which is required by Buyer under this Agreement ("Financial Guarantee") shall be a condition precedent to Supplier's entitlement to payment (including initial deposits) for the performance of Goods and/or Services under a specific Order. Any Financial Guarantee shall be issued by first class international banks/insurance companies acceptable to Buyer and having a credit rating of at least "A-" (Standard & Poor's) or "A3" (Moody's) ("Issuing Bank"). Financial Guarantee delivered by Supplier to Buyer shall be in the appropriate form, on first demand, irrevocable and unconditional, stand-by, in favor of Buyer as the beneficiary, for the purpose of guaranteeing the performance of the Goods and/or Services by Supplier and payment of any amounts due by Supplier to Buyer, both in a timely manner and in accordance with the Agreement. Supplier shall bear the cost of obtaining and maintaining the Financial Guarantee. Where a Financial Guarantee is not provided in due time or is not provided as required in the Order, Buyer may, at its option, withhold payments to Supplier, retain from sums due or becoming due to Supplier an amount equal to the amount of the said Financial Guarantee or terminate the relevant Order. If an Order is terminated by Buyer or Buyer rejects the Goods and/or Services, then all of the Financial Guarantee must remain valid until full payment by Supplier of all amounts due to Buyer, and Buyer shall have the right to request Supplier to instruct the Issuing Bank to extend the validity of the Financial Guarantee accordingly. Any Financial Guarantee delivered by Supplier shall enter into force on the date of its issuance and shall remain valid until the later of the delivery of the Goods, performance of Services, or end of the warranty period of the Goods and Services, unless otherwise stated in the Order. If, at any time, the validity date of the Financial Guarantee no longer corresponds to the conditions specified in the Order, then Supplier shall instruct the Issuing Bank to extend the validity of such Financial Guarantee accordingly. Failing which, Buyer shall be entitled to draw upon the Financial Guarantee in full and hold the same as security for compliance by Supplier with its obligations under the Agreement. Buyer shall be entitled to make deductions against any amounts so held in respect of any claim for which it would have been entitled to call against the Financial Guarantee in question. In the event that the required Financial Guarantee is insufficient to compensate Buyer for damages suffered, Buyer further reserves the right to withhold any amounts due to Supplier to cover the damages.

任何買受人依本合約所要求之銀行保證函、履約保證、信用狀或類似財務保證（下稱「財務保證」）之初次提供與持續維護，應做為供應商就特定訂單所履行之貨品及／或服務享有付款請求權（包括初期預付款）之前提條件。任何財務保證應由買受人可接受且信用評等至少達標準普爾「A-」或穆迪「A3」等級之一級國際銀行／保險公司（下稱「開立銀行」）開立。供應商交付予買受人之財務保證應具備適當形式，為見索即付、不可撤銷且無條件、備付性質，以買受人為受益人，目的在於擔保供應商及時依本合約履行貨品及／或服務、以及給付其應向買受人給付之任何款項。供應商應負擔取得及維持財務保證之費用。若未及時或未依訂單要求提供財務保證，買受人得選擇暫停向供應商付款、自應付或將到期應付予供應商之款項中，保留與該財務保證金額相等之款項、或終止相關訂單。若訂單遭買受人終止，或買受人拒絕貨品及／或服務，則所有財務保證必須保持有效，直至供應商完全清償其應買受人給付之所有款項為止。買受人有權要求供應商指示開立銀行相應延長財務保證之效期。供應商交付之任何財務保證應自其開立日起生效，並應維持有效至貨品交付、服務履行或貨品與服務之財務期結束，以此三者中較晚發生之日為準，訂單另有約定者則不在此限。若財務保證之效期不再符合訂單所載條件，則供應商應指示開立銀行相應延長該財務保證之效期。若未為之，買受人有權提領該財務保證之全額，並以為之為供應商履行依本合約所負義務之擔保。買受人有權自所留存之款項中扣除其本得依該財務保證行使之任何請求。倘所要求之財務保證不足以賠償買受人所受之損害，買受人保留自其應向供應商給付之任何款

項予以扣除以供填補損害之權利。

5. INVOICES帳單

All invoices and consignment or shipping documents must show the Order number. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number or is otherwise inaccurate, and any resulting: (i) delay in Buyer's payment; or (ii) non-payment by Buyer, shall be Supplier's responsibility, and in such circumstances of non-payment of an invoice by Buyer, Supplier shall be deemed to have waived any fees, charges, costs or expenses invoiced therein. Buyer may withhold total or partial payment until the Goods and/or Services conform to the requirements of the concerned Order. Buyer's payment of an invoice shall not constitute its acceptance of the Goods and/or Services.

所有帳單及託運或運送文件均須載明訂單號碼。若供應商之帳單未載明買受人訂單號碼或有其他不準確之處，買受人有權拒絕該帳單，且因此所生(i)買受人延遲付款；或(ii)買受人未付款之情形，概由供應商負責，於此等買受人未付款之情況下，應視為供應商已放棄該帳單所載任何費用、價金、成本或開支。買受人得暫停全部或部分之付款，直至貨品及／或服務符合相關訂單之要求為止。買受人對帳單款項之給付，不構成其對貨品及／或服務之驗收。

6. SHIPPING INSTRUCTIONS運送指示

6.1. Packing. Packing, preservation and marking shall be in accordance with the specifications and requirements as specified on the Order, or if not specified, with the best commercially accepted practice which will be consistent with applicable law. All Goods shall be packed with packaging suitable to guarantee the protection and integrity of the Goods to destination. Packages must bear Buyer's Order number and bulk containers must also show gross, tare and net weights and/or quantity. No packaging charge shall be made to Buyer unless such charge is specified, itemized and accepted by Buyer. All Goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.

包裝。包裝、保存及標示應符合訂單所載規格與要求；若未載明，則應符合適用法律且為商業上公認之最佳實務。所有貨品之包裝均須適當，以確保貨品運送至目的地之過程獲得保護並保持完整。包裝上必須載明買受人訂單號碼，大宗貨櫃亦須標示毛重、皮重、淨重及／或數量。除包裝費用經買受人指定、逐項列明並接受者外，不得向買受人收取。全部貨品均應適當包裝與分類，確保以最低之運費滿足承運人要求之完全保護運輸情況，以求免於途中之損失或損害。

6.2 Shipping documents. For each separate shipment delivering the Goods, the original invoice and all necessary or usual shipping documents, all properly completed and certified in accordance with applicable laws and regulations, shall be rendered by Supplier as follows: (a) the original, or, if the original is otherwise required by the shipper or customs or other authority, one copy, faxed and air mailed to Buyer on the day of shipment; (b) other copies, as necessary, distributed according to proper and usual practice; (c) one copy of the invoice shall be placed inside each package or container and one copy shall be properly affixed to the outside of each package or container. All invoices and consignment or shipping documents must show the Order number. For the purposes of this clause, "shipping" includes transportation by aircraft and "shipper" and "shipment" have corresponding meanings. Supplier must inform Buyer's issuing office by electronic mail on the day of shipment, providing the bill of lading or other notice of shipment, and giving Order number and car number, if it is a carload shipment. In the case of shipment elsewhere than Buyer's plant, the original bill of lading or airway bill must be mailed. Packing slips should be enclosed with all shipments, showing Order number, part number, quantity, CO2 emissions and weight.

運送文件。對於每次個別運送貨品，供應商應依下列方式提交帳單正本及全部必要或常用之運送文件，全部文件均須依適用法律與法規妥善填寫並經證明：(a) 於裝運當日以傳真及空運方式寄送正本予買受人；若正本須交予託運人、海關或其他機關，則寄送副本；(b) 其他必要之副本，應依適當且常用之實務分送；(c) 應於每個包裹或貨櫃內置備一份帳單副本，另一份則應妥善固定於每個包裹或貨櫃外部。所有帳單及託運或運送文件均須載明訂單號碼。就本條款而言，「運送」(shipping) 包括航空運輸，而「託運人」(shipper) 及「裝運」(shipment) 亦有相應之意義。若為整車裝運，供應商必須於裝運當日以電子郵件通知買受人簽發單位，並提供提單或其他裝運通知，以及訂單號碼與車號。若運送地點為買受人工廠以外之處所，則應郵寄提單或空運提單正本。所有裝運貨品均應附上裝箱單，並載明訂單號碼、零件號碼、數量、二氧化碳排放量及重量。

6.3 Buyer's access. In the event that the Goods are expedited by Buyer, Buyer's Personnel shall be allowed reasonable access to Supplier's plants, and those of its sub-suppliers, for expediting purposes. As required by Buyer, Supplier shall supply schedules and progress reports for Buyer's use in expediting.

買受人進廠。若貨品經買受人要求加急，買受人人員應被允許為敦促給付貨品而合理進入供應商及其次級供應商之工廠。應

買受人要求，供應商應提供時程表與進度報告，供買受人敦促給付貨品所需。

7. TITLE-RISKS風險移轉

7.1 Risks. Unless otherwise set forth in the Order, risk on the Goods shall pass from Supplier to Buyer upon delivery of the Goods in accordance with the Incoterm designated in the Order. However, where Services are to be performed on those Goods as part of the same Order, the risk shall not pass until the completion of such Services. If the Order does not specify an Incoterm, the default Incoterm shall be DDP (Delivered Duty Paid, Incoterms 2020). Failure of Supplier to comply with the specified Incoterm shall result in Supplier bearing all resulting transportation charges, costs and expenses. Risk of loss or damage in transit prior to actual delivery of the Goods shall be borne by Supplier, notwithstanding any indication to the contrary, including any agreement to pay freight, express or other transportation or insurance charges. If any delivered Goods do not strictly comply with the Agreement, Supplier shall remain liable for them and bear all risks in relation to them, except if Buyer, with full knowledge of the non-compliance, chooses, in writing, to accept and retain those Goods.

風險。除非訂單另有規定，貨品之風險應依訂單指定之國際貿易術語（Incoterm）於交貨時自供應商轉移予買受人。惟若該等貨品須於同一訂單中提供服務，則風險應於服務完成時始移轉。若訂單未指定國際貿易術語，預設之術語應為 DDP（稅訖交貨，Incoterms 2020）。供應商若未能遵守指定之國際貿易術語，應自行負擔由此產生之所有運費、成本與費用。貨品在實際交付前於運送途中滅失或損壞之風險，應由供應商承擔，縱有任何相反之表示（包括同意支付運費、快遞或其他運送或保險費用），亦同。若任何已交付之貨品未嚴格遵守本合約，供應商仍應對其負責並承擔所有相關風險，但若買受人於完全知悉該不符規格之情形後，以書面選擇接受並保留該等貨品者，不在此限。

7.2 Title. Full title to the Goods shall pass upon the delivery of said Goods, or full payment, whichever occurs first.

所有權。貨品之完整所有權應以貨品交付、或買受人全額付款時移轉等二者中較早發生者為準。

8. DELAYS - NON-PERFORMANCE遲延-未履約

8.1 General. Time is of the essence of this Order. Delivery of the Goods and performance of the Services must be effected on the date specified in the Order, in strict accordance with the schedule or delivery date instructed by Buyer. The signature by Buyer, or any of its representatives, of any document acknowledging delivery of the Goods or performance of the Services shall not constitute or be interpreted in any way as implying acceptance of the Goods or Services or as an acknowledgment or representation that such Goods and Services, or the circumstances of their delivery, comply with the Agreement, and shall not relieve Supplier of any of its responsibilities or liabilities under the Agreement.

通則。本訂單之時間為重要之點。貨品之交付與服務之履行，必須嚴格依據訂單所載之日期、時程表或買受人指示之交付日期辦理。買受人或其任何代表簽署任何文件以確認貨品交付或服務履行，不應構成或解釋為默示接受貨品或服務，或承認或聲明該等貨品與服務或其交付情況符合本合約，亦不應因此免除供應商於本合約項下之任何責任或義務。

8.2 Delivery of the Goods. If the quantity delivered, or the time, place or any other circumstances of the delivery of the Goods do not strictly comply with the Agreement for any reasons, other than a Force Majeure event or without the prior written consent of Buyer, Buyer may, at its sole discretion, upon delivery or within a reasonable time after having fully acknowledged the non-compliance: (a) accept and retain all or any of such Goods; (b) reject all or any of the Goods (including compliant Goods), and in this case: Buyer may require Supplier to (i) deliver Goods in substitution for such rejected Goods, and Supplier shall ensure that the substituted Goods strictly comply with the requirements of the Agreement and are delivered by the most expeditious means of transportation, including airfreight, without any additional cost to Buyer, or (ii) refund any amount which has been paid in respect of the rejected Goods; (c) terminate the Agreement, and/or (d) claim damages for additional costs or losses attributable to Supplier's non-compliance.

貨品之交付。除因不可抗力事件或未經買受人事先書面同意外，若所交付之貨品在數量、時間、地點或任何其他交付情況未嚴格遵守本合約，買受人得於交付時或完全知悉不符規格之情形後之合理時間內，自行決定：(a) 接受並保留所有或任何此類貨品；(b) 拒絕所有或任何貨品（包括符合規格之貨品），在此情況下：買受人得要求供應商(i) 交付替換貨品，且供應商應確保替換貨品嚴格符合本合約要求，並以最迅速之運送方式（包括空運）交付，且不向買受人收取任何額外費用，或(ii) 退還已就該等被拒絕貨品所支付之任何款項；(c) 終止本合約；及／或(d) 就可歸責於供應商不符合規格所致之額外成本或損失，請求損害賠償。

8.3 Non-conforming Services. If Services fail to comply with the Agreement, for any reason other than a Force Majeure Event or Buyer's prior written consent, Buyer may, at its sole discretion: (a) accept all or part of the Services; (b) reject all or part of the

Services, whereupon: (i) Supplier shall immediately re-perform the Services at no additional cost; or (ii) Supplier shall refund any payments for rejected Services; (c) engage a third-party to perform the Services at Supplier's risk and expense if Supplier fails to satisfactorily re-perform; (d) terminate the Agreement, and/or (e) claim damages for additional costs or losses attributable to

Supplier's non-compliance.

不合規格之服務。除因不可抗力事件或買受人事先書面同意外，若服務未能符合本合約，買受人得自行決定：(a) 接受全部或部分服務；(b) 拒絕全部或部分服務，在此情況下，供應商應(i) 立即重新履行服務且不收取額外費用；或(ii)退還就該等被拒絕服務所支付之任何款項；(c) 若供應商未能重新履行服務而滿足買受人之需求，買受人得委託第三人履行服務，且應由供應商負擔其費用及風險；(d) 終止本合約；及 / 或(e) 就可歸責於供應商不符合規格所致之額外成本或損失，請求損害賠償。

8.4 Liquidated damages. Notwithstanding any action that may have been taken by Buyer pursuant to this Section, Supplier shall indemnify and hold harmless Buyer for any loss, damages and claims it may suffer. In addition, Buyer shall recover such liquidated damages as specified in the Order. The parties agree that such liquidated damages, which may be imposed on Supplier for each day/week (or part thereof) of delay in delivery or failure to meet the performance criteria, as set forth in the Order, (i) are a genuine reasonable pre-estimate of the damages Buyer may suffer as a result of delay or non-performance and are not to be assessed as a penalty, and (ii) do not preclude Buyer's right to other remedies, damages and choices arising out of the breach of the Agreement by Supplier. Any sums due to Buyer by way of delay or non-performance damages may be deducted from payments due to Supplier or from the Financial Guarantee, if any.

違約金。縱買受人可能已依本條款採取任何行動，供應商仍應就買受人可能遭受之任何損失、損害及所受請求，賠償買受人，並使其免受損害。此外，買受人應獲取訂單所載明之違約金。雙方同意，就延遲交貨或未能符合訂單所載之績效標準之情形，可對供應商處以按日 / 週（或其一部分）計算之違約金，此等違約金：(i) 係對買受人因延遲或不履行可能遭受之損害所為之真實合理事前估計，不應被認定為罰款；且(ii) 不應排除買受人因供應商違約而享有之其他救濟措施、損害賠償及選擇權利。任何因延遲或不履行損害而應支付予買受人之款項，得自應付予供應商之款項或財務保證（若有）中扣除。

8.5 Change of schedule. If Supplier intends to deliver the Goods prior to the delivery date(s) or perform the Services earlier than the schedule stipulated in the Order, Supplier must notify Buyer in writing in sufficient time for Buyer to confirm that early delivery or performance is acceptable to Buyer, in its sole and absolute discretion, and arrange for receiving the Goods and/or allowing the performance of the Services. If Buyer determines that such early delivery or performance is not acceptable, Supplier shall be responsible for and bear the cost of safely storing the Goods (including the protection and preservation of same) until the original scheduled delivery date or the cost of mobilising/demobilising Personnel until the original scheduled services' performance date. Buyer may request Supplier to postpone the delivery of the Goods and/or performance of the Services. In such event, Buyer and Supplier shall mutually agree in good faith upon a new delivery date and any additional direct and

documented costs to be incurred by Supplier.

時程變更。若供應商有意於訂單所規定之交付日期或時程表之前交付貨品或履行服務，應及時以書面通知買受人，供買受人全權決定確認是否接受提早交付或履行，並安排接收貨品及 / 或允許服務之履行。若買受人決定不接受該等提早交付或履行，供應商應負責並承擔安全儲存貨品（包括對其之保護與保存）至原定交付日期之費用，或負責並承擔人員動員 / 撤離至原定服務履行日期之費用。買受人得要求供應商延後貨品之交付及 / 或服務之履行。於此情況下，買受人與供應商善意協商新交付日期及供應商將因此所生任何額外直接且經以文件證明之成本。

9. WARRANTY 保固

Supplier expressly warrants that all Goods and Services provided pursuant to this Agreement shall (i) conform to the Agreement and any specifications, drawings, samples, models or other descriptions furnished or adopted by Buyer, (ii) be free from all defects in material and workmanship and all defects in or due to design, (iii) be free and clear of all claims, liens and encumbrances and of any infringement of third-party intellectual property rights; (iv) be new and of merchantable quality, (v) be fit for the particular purpose and use intended and (vi) be performed with the highest degree of professionalism and best industry practices. Upon Buyer's request and instruction Supplier shall, at its sole risk and expense, inspect, repair, replace, remove or reperform on site, all or any part of any defective or non conforming Goods and/or Services covered by the warranties expressed or implied in an Order (a) for twenty-four (24) months from the date on which the plant/installation has successfully passed all performance and operational tests required by the end user for commercial operation or (b) for forty-eight (48) months from the date of delivery of the Goods or performance of

the Services, whichever period expires the latest. Supplier acknowledges and agrees that the aforesaid warranties extend to any defective Services, repair or replacement of the Goods shall be extended for an additional twenty-four (24) months starting upon the operational use of the Goods following such repair or replacement. For any warranty repair, replacement, or reperformance of Services, Supplier, at its sole cost and expense, shall perform any tests requested by Buyer to verify conformance that the warranty repair, replacement of re-performance strictly conforms with the specifications and Supplier's obligations under the Agreement. Should Supplier fail to remedy any default within a period to be determined by Buyer which shall not exceed 10 calendar days period from Buyer's notification, Buyer may, at its own discretion, remedy such defective Goods and/or Services (by repair, replacement or reperformance) at Supplier's risk, cost and expenses. Supplier or any of its Affiliates shall not, directly or indirectly, sell or provide any goods or service to Buyer's customers in connection with the Goods and Services covered by this

Agreement without the prior written approval of Buyer.

供應商明確保證依本合約所提供之全部貨品及服務均應 (i)符合本合約及買受人所提供或採用之任何規格、圖說、樣品、模型、或其他說明，(ii)無有任何材料及製造上之瑕疵，且無任何設計上、或因設計所致之瑕疵，(iii)其上並無任何請求權、留置權、或設有其他負擔，且無侵害第三人之智慧財產權，(iv)為新品且具可銷售之品質，(v)適於特定目的及預期用途，且(vi)以最高等級之專業及最佳業界慣例履行。 供應商於接獲買受人之要求及指示時，就訂單明示或默示之保固所涵蓋之全部或部分瑕疵、不合於要求之貨品及/或服務，於下列期間內應自行負擔全部之風險及費用進行現場檢驗、修理、替換、移除、或重新履行：(a) 自設備/安裝成功通過終端使用者所要求之全部商業營運效能與運轉測試之日起二十四(24)個月內，或(b)自貨品交付日或服務提供日起四十八(48)個月內(二者以較晚屆至者為準)。 供應商理解且同意前述保固涵括有瑕疵之服務，而就貨品之修理或替換之保固應自該等修理或替換後開始運轉使用時起，額外延長二十四(24)個月。 就任何保固所進行修理、替換、或服務之重新履行，供應商應自行負擔全部費用及支出進行買受人所要求之任何測試，以供驗證其依保固責任所為修理、替換、或重新履行確實有嚴格符合本合約所訂規格及供應商責任。倘供應商未能於買受人所定期間內（該期間不應超過買受人通知日起10個日曆日內）補正違約情事，買受人得自行處理維修、替換、或重新履行該貨品及/或服務，其風險、費用、及成本應由供應商負擔。未經買受人事前書面同意，供應商或其任何關係企業均不得直接或間接向買受人之客戶出賣或提供任何與本合約所涵蓋之貨品及服務相關之貨品或服務。

10. CUSTOM DESIGNED GOODS 客製化貨品

10.1 Buyer's approval. Buyer's review and approval of drawings submitted by Supplier shall be limited to assessing general conformity with the specifications. Such approval shall not constitute approval of any dimensions, quantities or details of the material shown by such drawings and shall not relieve Supplier from its responsibility and obligation to comply with all specifications contained in the Order and further documents. Buyer retains the right of final approval for all finished products.

買受人之核准。買受人對供應商提交圖面所為審查及核准，應以評估是否大致符合規格為限。此等核准不應構成對該等圖面所示任何尺寸、數量或材料細節之核准，亦不應因此免除供應商遵守訂單及其他文件所含一切規範之責任與義務。買受人保留對所有成品之最終核准權。

10.2 Alterations to Order. Where Buyer orders Goods to be manufactured other than in strict accordance with full and detailed specifications (including weights, dimensions, capacities, performance ratings, prices and other relevant data) provided in catalogs, prospectuses, circulars, advertisements, illustrated matter, price lists or other such material available to Supplier, Supplier shall provide Buyer with full and detailed specifications for review prior to manufacturing. Buyer may reasonably request modifications of and/or reject such specifications. Supplier shall remain fully responsible for manufacturing and compliance with the final specifications reviewed by Buyer. Buyer may at any time, by written notice, make alterations of any sort to the Order for the Goods, except in relation to such of those Goods that are in the process of being manufactured. If the alteration substantially increases the cost of manufacture, the parties shall proceed as follows. (a) Supplier shall, before the expiration of seven (7) days after Buyer's notice or before the commencement of manufacture, whichever first occurs, require a reasonable and appropriate increase in the price of those Goods by written notice. (b) If Buyer does not, within seven (7) days after such notice, agree in writing to the proposed increase, Supplier may, within three (3) days by notice in writing, terminate the Order to the extent that it concerns Goods to which the alteration relates, and to that extent the price in respect of the Order shall not be payable. (c) If Supplier does not terminate the Order, then it shall proceed with manufacture of those Goods in accordance with the Order as altered and at the price previously agreed. (d) In any event, neither party shall have any right to receive any compensation, damages or indemnity of any sort for

loss resulting from the alteration or from Buyer' not agreeing to a price increase or from any such termination.

訂單變更。若買受人訂購之貨品，並非嚴格依據供應商可取得之目錄、說明書、傳單、廣告、圖說資料、價目表或其他類似資料所提供之完整詳細規格（包括重量、尺寸、容量、效能評級、價格及其他相關資料）製造，則供應商應於製造前向買受人提供完整詳細之規格供其審查。買受人得合理要求修改及 / 或拒絕該等規格。供應商應就製造及遵守買受人審查後之最終規格負完全責任。買受人得隨時以書面通知，對訂單中之貨品為任何形式之變更，惟正在製造中之貨品則不在此限。若變更實質增加製造成本，雙方應進行下列程序：(a) 供應商應以於買受人通知後七（7）天內、或於開始製造前等二者間較早發生者為準，以書面通知要求對該等貨品之價格進行合理且適當之調漲。(b) 若買受人未於該等通知後七（7）天內，以書面同意所提議之調漲，供應商得於三（3）天內以書面通知終止訂單中與該變更有關之部分，且此部分訂單之價格無須支付。(c) 若供應商未終止訂單，則應依變更後之訂單及原議定之價格繼續製造該等貨品。(d) 於任何情況下，任一方均無權就因變更、因買受人不同意價格調漲或因任何此類終止所致之損失，請求任何形式之賠償、損害賠償或賠償金。

10.3 Timetable. Supplier shall also submit to Buyer an appropriate written timetable for manufacture and delivery, and shall manufacture and deliver those Goods in accordance with that timetable. Supplier shall submit to Buyer within seven (7) days of the end of each calendar month a progress report detailing the progress of manufacture and delivery against the timetable

referred to in this Section.

時程表。供應商亦應以書面向買受人提交適當之製造及交付時程表，並應依據該時程表製造及交付該等貨品。供應商應於每一日曆月結束後七（7）天內，向買受人提交進度報告，其中詳述按本條所定時程表詳述製造及交付之進度。

11. INSPECTION – QUALITY 檢驗-品質

11.1 Inspection. Buyer shall have the right to inspect and test the Goods at any time during manufacture, prior to shipment and/or within a reasonable time after arrival at the ultimate destination. The making or failure to make any inspection or payment for the Goods, shall in no way impair Buyer's right to reject or revoke its acceptance of nonconforming Goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. Supplier shall pay the cost of inspecting and testing of Goods rejected as not conforming to the Order and all transportation and handling charges thereon.

檢驗。買受人有權於製造期間、裝運前及 / 或到達最終目的地後之合理時間內，隨時檢驗及測試貨品。無論買受人是否進行任何檢驗或付款，均不影響其拒絕或撤銷對不合規格之貨品之接受、或其行使任何其他救濟措施之權利；縱買受人已知該等不合規格之情形、及其嚴重性或其易於發現等情，亦同。供應商應支付因不符合訂單規格而被拒絕之貨品所生之檢驗與測試成本，以及所有運送與處理費用。

11.2 Quality. When requested by Buyer, Supplier shall promptly submit real-time production and process data ("Quality Data") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("Supplier's Quality System") covering the Goods and/or Services provided hereunder that is acceptable to Buyer and its customer and complies with Buyer's quality policy, quality requirements in the Agreement and/or other quality requirements that are otherwise agreed to in writing by the parties ("Quality Requirements"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under the Agreement, including Supplier's obligations regarding its sub-suppliers and subcontractors. If Supplier's Quality System fails to comply with the Terms of the Agreement, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet the Quality Requirements. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer for the longer of: (a) three (3) years after completion of an Order; (b) such period as set forth in the Order or the specifications applicable to an Order; or (c) such period as required by applicable law. If Supplier is not the manufacturer of the Goods, Supplier shall certify the traceability of the Goods to the original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the Goods, Supplier shall not ship such Goods to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of an Order.

品質。依買受人要求，供應商應按買受人要求之形式與方式，即時提交生產與製程資料（下稱「品質資料」）。供應商應提供並維持涵蓋依本合約所提供貨品及 / 或服務之檢驗、測試及製程控制系統（下稱「供應商品質系統」），該系統應為買受人及其客戶所接受，並符合買受人品質政策、本合約所載之品質要求及 / 或雙方另以書面同意之其他品質要求（下稱「品質要求」）。買受人接受供應商品質系統，不應改變供應商依本

合約所負義務及 / 或責任，包括供應商對其次級供應商及分包商之義務。若供應商品質系統未能符合本條款之要求，買受人得要求額外之品質保證措施，以求符合品質要求，其費用由供應商負擔。供應商應保存與供應商品質系統相關之完整紀錄，包括所有測試與檢驗資料，並應於下列期間中較長者，提供該等紀錄予買受人：(a) 訂單完成後三 (3) 年；(b) 訂單所定期間或適用於該訂單規格之期間；或(c) 所適用法律要求之期間。若供應商非貨品之製造商，供應商應於合格證明書上就貨品具明可追溯至原始設備製造商之紀錄。若供應商無法具明貨品之可追溯性，未經取得買受人書面同意，供應商不應將該等貨品運送予買受人。買受人對圖面之任何審查或核准，僅供便利供應商作業之用，而不應因此免除供應商符合訂單全部要求之責任。

11.3 Product recall. If a recall is required by applicable law, or Buyer or Supplier reasonably determines that a recall is advisable based on the fact that the Goods create a potential safety hazard, the parties shall promptly communicate such facts to each other. At Buyer's request, Supplier shall promptly develop a corrective action plan, which shall include all actions required to recall and/or repair the Goods and any actions required by applicable law ("Corrective Action Plan") for Buyer's review and approval. At Buyer's election, Buyer may develop the Corrective Action Plan. Supplier and Buyer agree to cooperate and work together in good faith to ensure that the Corrective Action Plan is acceptable to both parties. In no event shall Buyer and Supplier's failure to agree on the Corrective Action Plan delay the timely notification of a potential safety hazard to users of the Goods or cause either party to be non-compliant with applicable law. Supplier and Buyer shall cooperate with and assist each other in any corrective actions and/or filings. To the extent a recall is determined to have been caused by a defect, non conformance or non-compliance, which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including all costs related to: (i) investigating and/or inspecting the affected Goods; (ii) notifying Buyer's customers; (iii) repairing, repurchasing, replacing, packing and shipping the recalled Goods; and (iv) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such recall or potential safety hazards, except where such consultation would prevent timely notification required by law.

召回產品。若因所適用法律要求、或因買受人或供應商基於貨品具有潛在安全危害而合理認定應進行召回，雙方應立即相互告知該等事實。應買受人要求，供應商應立即研擬一份補正行動計畫（下稱「補正行動計畫」）以供買受人審查與核准，其中應包含召回及 / 或修復貨品所須之全部行動、及所適用法律要求之任何行動。買受人得自行選擇研擬補正行動計畫。供應商與買受人同意善意合作，以確保補正行動計畫為雙方所接受。在任何情況下，縱若買受人與供應商未能就補正行動計畫達成同意，仍均不得延誤及時通知貨品使用者潛在安全危害，或導致任何一方不符適用法律。供應商與買受人應就任何改正行動及 / 或申報事宜相互合作並協助。若經判定召回係供應商應負責之瑕疵、不符規格或違反法規範之情形所致，供應商應就因任何召回、修復、替換或退款計畫所生全部合理成本與支出，就包括有關於下列事項之全部成本，賠償買受人並使其免受損害：(i) 調查及 / 或檢驗受影響之貨品；(ii) 通知買受人客戶；(iii) 修復、買回、替換、包裝及運送被召回之貨品；以及 (iv) 媒體通知。任一方於就該等召回或潛在安全危害向公眾或政府機關發表任何聲明前，應與他方協商，惟該協商將妨礙法律要求之即時通知者，則不在此限。

12. BUYER'S PROPERTY買受人之財產

The entrustment to Supplier of possession of goods and materials owned by Buyer ("Buyer's Property"), pursuant to this Agreement, is for the sole purpose of allowing work to be performed on or with Buyer's Property and does not transfer, ownership, title, right or any other interest in Buyer's Property. Buyer's Property shall be accepted by Supplier "AS IS" basis without any implied or express warranties whatsoever and be used by Supplier at its own risk. Supplier shall: (i) keep Buyer's Property free of encumbrances and insured at its expense at an amount equal to the replacement cost thereof; (ii) mark and keep separate Buyer's Property from its own goods; (iii) use Buyer's Property only to execute the Agreement; (iv) use it in accordance with the user manual and/or Buyer instructions for use, as the case may be; (v) return such property in the same condition as originally received by Supplier, reasonable wear and tear excepted. Supplier agrees that Buyer's Property shall not be subject to any lien or possessory interest of any third-party and to indemnify and hold harmless Buyer from any damages, costs and expenses, including reasonable attorney fees, incurred by Buyer, resulting from (a) a transfer by Supplier of; or (b) any third-party claim to, any interest in Buyer's Property entrusted to Supplier pursuant to this Agreement. Should Supplier, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods that are substantially similar to, or which reasonably can substitute for or repair, a Good, Buyer, in any adjudication or otherwise, Buyer may require Supplier to establish by clear and

convincing evidence that neither Supplier nor any of its Personnel used, in whole or in part, directly or indirectly, any of Buyer's

Property, in such design or manufacture of such goods.

依本合約委託供應商占有買受人所有之貨品及材料（下稱「買受人財產」），其唯一目的僅供使買受人財產得被使用於、或藉以用於進行相關工作，而不因此生移轉買受人財產之所有權、權利或任何其他權益。買受人財產應由供應商在「現狀」基礎上接收，而不附帶任何明示或默示之保證，且供應商應自行承擔使用風險。供應商應：(i) 自行負擔費用，保持買受人財產為無設定任何負擔之狀態，並自費投保相當於重置成本之保額；(ii) 標示買受人財產，並與其自有貨品分開存放；(iii) 僅為履行本合約之目的，使用買受人財產；(iv) 依使用者手冊及 / 或買受人指示（視該個案適用情形而定）使用之；(v) 以與供應商原先收受時相同之狀態返還該財產，合理耗損則不在此限。供應商同意買受人財產不得為任何第三人設定留置權或占有之權，並應就買受人因下列情形所受之任何損害、成本及支出（包括合理律師費用），賠償買受人並使其免受損害：(a) 供應商移轉本合約所致對其依本合約受託占有之買受人財產之任何權益；或(b) 任何第三人所主張對供應商依本合約受託占有之買受人財產之任何權益。若供應商未經買受人事先書面同意及授權，為買受人以外之任何個人或實體設計或製造與某一貨品實質相似、可合理替代、或維修該貨品之任何貨品，買受人得於任何裁決或其他程序中，要求供應商以明確且具說服力之證據證明供應商及其任何人員均未於設計或製造該等貨品時，直接或間接、全部或部分使用任何買受人財產。

13. INTELLECTUAL PROPERTY智慧財產權

13.1 General. Buyer hereby grants a non-exclusive, non-assignable, non-sublicensable, royalty-free license, which is revocable with or without cause at any time, to Supplier to use any information, drawings, specifications, computer software, know how and other data furnished or paid for by Buyer hereunder for the sole purpose of providing the Goods and Services that Supplier provides to Buyer pursuant to the Agreement. The parties agree that each party exclusively owns all intellectual property it had prior to the commencement of any work under the Agreement. However, Buyer shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created in or resulting from Supplier's performance under the Agreement, including all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively, "Buyer's IP Rights"). All such intellectual property that is protectable by copyright shall be considered "work(s) made for hire" for Buyer (as defined in the U.S. Copyright Act (17 U.S.C. § 101)) or Supplier shall give Buyer "first owner" status related to the work(s) under local copyright law where the work(s) was created. If by operation of law, any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier hereby transfers and assigns to Buyer, the entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such intellectual property to Buyer.

通則。買受人茲此授予供應商一項非專屬、不可讓與、不可再授權、免權利金之授權，該授權得隨時因故或無故撤銷。供應商得使用買受人依本合約所提供或出資取得之任何資訊、圖面、規格、電腦軟體、技術訣竅及其他資料，其唯一目的僅為提供供應商依本合約向買受人提供之貨品與服務。雙方同意，各方專屬擁有其於本合約任何工作開始前所擁有之全部智慧財產。然而，供應商因履行本合約而生或導致之構想、發明、著作、策略、計畫及資料之全部權利，包括一切專利權、著作權、人格權、專有資訊權、資料庫權、商標權及其他智慧財產權（合稱「買受人智慧財產權」），均應由買受人專屬擁有。全部該等可受著作權保護之智慧財產，應被視為買受人所有之「職務上著作」（work(s) made for hire，定義參見美國著作權法（17 U.S.C. § 101）），或供應商應依著作完成地之當地著作權法，賦予買受人該等著作之「初次所有人」地位。若依法律適用情形下，任何該等智慧財產於創作時未自動完全由買受人所有，則供應商茲將該等智慧財產於世界各地之全部權利、所有權及權益移轉及讓與買受人。供應商並同意為將該等智慧財產之所有權移轉或讓與予買受人，而簽署及執行任何可能需要之文件。

13.2 Buyer proprietary information. Data, drawings, specifications, or other technical or commercial information furnished directly or indirectly, in writing or otherwise, to Supplier by Buyer pursuant to the Agreement shall not be construed as granting any rights whatsoever, express or implied, under any patents or other intellectual property right of Buyer.

買受人專有資訊。買受人依本合約直接或間接以書面或其他方式提供予供應商之資料、圖面、規格或其他技術或商業資訊，不得解釋為向供應商授予買受人任何專利或其他智慧財產權下之任何權利，不論明示或默示。

13.3 Embedded Software. To the extent any Goods contain any software necessary for operation of Goods and embedded in and delivered as an integral part of Goods ("Embedded Software") that is not Buyer's property, no title to such Embedded Software shall pass to Buyer, and Supplier shall grant Buyer, its customers and all

other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software as an integral part of such Goods or for servicing the Goods. If such Embedded Software or any part thereof is owned by a third party, prior to delivery, Supplier shall obtain such license from such third party owner.

嵌入式軟體。就任何貨品所包含之、為貨品運作所必需且嵌入並作為貨品之完整部分交付之任何軟體（下稱「嵌入式軟體」），若其非買受人財產，則該嵌入式軟體之所有權不移轉予買受人，且供應商應授予買受人、其客戶及所有其他使用者一項非專屬、全球性、不可撤銷、永久、免權利金之權利，得以將該嵌入式軟體作為該等貨品之完整部分使用、載入、安裝、執行、展示、行銷、測試、轉售、再授權及散布，或用於維修貨品。若該嵌入式軟體或其任何部分為第三人所有，供應商應於交付前自該第三人所有者處取得該等授權。

13.4 Patent infringement. To the extent the Goods are not manufactured pursuant to a detailed design originated by Buyer, Supplier agrees to indemnify and hold harmless, Buyer, its successors, assigns, customers, and users of the Goods described herein against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letters patent granted by local government relating to the Goods and any apparatus or equipment furnished by Supplier hereunder. Supplier agrees that it will assume the defense or any and all such suits and pay all costs and expenses incidental thereto. Supplier shall, at its own expense, either procure on the benefits of Buyer an irrevocable, royalty-free license to continue using such Goods or, with Buyer prior written approval, replace the Goods with substantially equal but non-infringing goods or modify them so they become non-infringing, provided that no such replacement or modification shall in any way amend or relieve Supplier of its warranties and

guarantees set forth in the Agreement.

專利侵權。若貨品非依據源自買受人之詳細設計所製造，供應商同意就任何因主張侵犯當地政府所授予與貨品及供應商依本合約提供之任何裝置或設備有關之任何專利證書而生之賠償請求或訴訟，向買受人、其繼受人、受讓人、客戶及本合約所述貨品使用者為賠償並使其免受任何及一切損失、損害或傷害。供應商同意將承擔任何及全部此類訴訟之訴訟防禦，並負擔隨之所生全部成本與費用。供應商應自費為買受人取得不可撤銷、免權利金之授權以繼續使用該等貨品，或經買受人事先書面核准，以實質相等但未侵權之貨品替換之，或修改而使其不侵權；惟任何此類替換或修改不應以任何方式變更或免除供應商依本合約所為保證。

14. CONFIDENTIALITY保密

All information and data exchanged between the parties (the "Confidential Information"), shall be considered and treated as strictly confidential. The party receiving Confidential Information (the "Receiving Party") shall (i) retain such information in strict confidence, (ii) use such information only in connection with performing its obligations under the Agreement, (iii) not disclose to any third party, or transfer directly or indirectly, any Confidential Information as otherwise agreed to in writing by the party disclosing the Confidential Information (the "Disclosing Party"), and (iv) limit access of the Confidential Information to such of its employees, agents, or other representatives ("Personnel") or Affiliates who require such information in furtherance of this Agreement, and who have been, prior to any disclosure, informed of, and have agreed to abide by, the confidentiality obligations stated in this Section. The Receiving Party shall be responsible for any breach of the foregoing restrictions by any of its Personnel or Affiliates. The Receiving Party shall immediately notify the Disclosing Party in writing of any misuse, disclosure or misappropriation, known or suspected, of the Disclosing Party's Confidential Information as soon as the Receiving Party is aware of such misuse, disclosure or misappropriation of the Confidential Information. In such case, the Receiving Party shall use any reasonable means to cooperate with the Disclosing Party to enable it to retrieve its Confidential Information. Notwithstanding any other provision of this Agreement, the Receiving Party may disclose Confidential Information (i) if legally required to do so, provided that the Receiving Party shall have promptly notified the Disclosing Party, unless such notice is prohibited by law, of any judicial, administrative or other legal process purporting to require disclosure and shall have reasonably cooperated with the Disclosing Party's attempts, at the Disclosing Party's expense, to participate in such process for the purpose of preventing or limiting the disclosure, and (ii) as necessary to perform its obligations under this Agreement, including the disclosure of such Confidential Information, after prior written agreement of the Disclosing Party, to end user(s) of the Goods as required in connection with such end user's ownership, operation and maintenance of the Goods. Upon termination of the Agreement, the Receiving Party agrees to return to the Disclosing Party or destroy all writings or other materials containing, referring to, or summarizing Confidential Information. For greater certainty, Supplier shall not publish or disseminate any information, whether confidential or not, related

to the Agreement on social networks, web, magazines, and any type of medium, as well as using the name and/or logos related to Veolia, Veolia's customers, or Veolia's partners, without an express and prior written authorization from Buyer. Supplier shall not be entitled to use, dispose of, disclose, publish, and reproduce such Confidential Information during and for a period of ten (10) years after the expiry of the Agreement.

雙方交換之所有資訊與資料（下稱「機密資訊」），均應被視為機密，並嚴格保密。收受機密資訊之一方（下稱「收受方」）應：(i) 嚴格保密此類資訊；(ii) 僅為履行本合約義務而使用此類資訊；(iii) 除經揭露機密資訊之一方（下稱「揭露方」）另以書面同意者外，不得向任何第三人揭露、或直接或間接移轉任何機密資訊；及(iv) 僅限於履行本合約而需要該資訊之員工、代理人或其他代表（下合稱「人員」）或關係企業接觸機密資訊，且該等人員或關係企業於任何揭露前，已被告知並同意遵守本條款所載之保密義務。收受方應對其任何人員或關係企業違反前述限制之行為負責。收受方一經知悉任何已知或疑似濫用、揭露或不當挪用揭露方機密資訊之情形，應立即以書面通知揭露方。在此情況下，收受方應採取任何合理措施與揭露方合作，使其得以取回其機密資訊。縱本合約另有規定，然收受方於下列情形得揭露機密資訊：(i) 依法必須揭露時，但前提是收受方應立即將任何意圖要求揭露之司法、行政或其他法律程序通知揭露方（法律禁止此等通知者，則不在此限），並應合理配合揭露方自費參與該等程序，以防止或限制揭露；及(ii) 履行本合約義務所須時，包括在取得揭露方事前書面同意後，向貨品之終端使用者揭露該等機密資訊，以求符合該終端使用者擁有、操作及維護貨品之需要。於本合約終止時，收受方同意將全部載有、提及或概述機密資訊之書面文件或其他資料返還予揭露方或予以銷毀。為求更為明確，未經買受人事前書面明確授權，供應商不得於社群網路、網站、雜誌及任何類型之媒體上發布或散布任何與本合約相關之資訊（無論是否為機密），亦不得使用有關威立雅、威立雅之客戶或威立雅之合作夥伴之名稱及／或標誌。供應商無權於本合約有效期間及屆滿後十（10）年內，使用、處分、揭露、發布及複製該等機密資訊。

15. INSURANCE 保險

15.1. Insurance coverage. Unless otherwise stated in the Order, Supplier shall provide and maintain at its cost, for the duration of the Agreement and for a period of six (6) years from the date of delivery of the Goods or performance of the Services, or until the fulfillment of its obligations whichever comes the latest, through insurers with a minimum A.M. Best rating of A- VII or S&P A or equivalent and licensed in the jurisdiction where the Goods are delivered and/or where Services are performed, for insurance including: (a) a general liability insurance, in the minimum amount of EUR €5,000,000.00 per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in the Agreement; (b) insurance in respect of the Goods until the end of the warranty of such Goods and (c) any other insurance that may be required in form and amount which, in Buyer's opinion, are adequate to perform the Agreement. Supplier shall indemnify and hold Buyer harmless from and against all claims, losses, damages or expenses of any nature whatsoever caused by or in connection with the Goods supplied, Services performed, performance of or any failure to meet its obligations under the Agreement by Supplier exceeding Supplier's insurance coverage limits provided.

保險範圍。除訂單另有規定者外，供應商應自費並維持保險，保險期間為本合約有效期間加上自貨品交付日或服務履行日起六（6）年、或直至供應商完成義務履行時為止，以此二者間較晚發生者為準。此等保險應經由最低評等為 A.M. Best A- VII 或 S&P A 或同等評級、並於貨品交付及／或服務履行日獲許可之保險公司提供，其承保範圍包括：(a) 綜合責任保險，每次事故最低承保金額為5,000,000.00歐元，承保範圍涵蓋：(i) 生命身體權之損害／財產權之損害；(ii) 人格權之損害；及(iii) 產品／完工後作業責任保險，包括承保本合約所承擔之契約責任；(b) 涵蓋貨品之保險，直至該貨品保固期結束為止；及(c) 買受人認為為履行本合約所須之任何其他形式與金額之保險。對於因供應商所提供之貨品、所履行之服務、履行或未能履行其依本合約所負義務所致或與之相關，且超出供應商保險承保範圍上限之任何及所有賠償請求、損失、損害或任何性質之費用，供應商應賠償買受人並使之免於受有損害。

15.2. Insurance certificates. Supplier shall submit to Buyer, upon request, detailed insurance certificates or any other documents demonstrating that the required insurance policies are in place. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required policies. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements or any other obligations set forth herein. If Supplier fails to provide the required insurance cover in accordance with the Agreement, or fails to provide

satisfactory evidence of this cover, Buyer may at its option take out the relevant cover in the name of Supplier and the Price shall be adjusted accordingly.

保險證明。供應商應依買受人之要求，提交詳細保險證明或其他文件，以證明已投保所需之保險。保險證明書應載明所需之承保範圍擴張條款已包含於所需保單中。依買受人之要求，應於保險證明書檢附可資證明附加被保險人地位、代位求償權拋棄條款及／或損失受款人地位之保險批單副本。接受此等不符合規定承保範圍之證明書，不得視為買受人已拋棄其保險要求或本文件所載之任何其他義務。若供應商未能依本合約規定提供所需之保險，或未能提供令人滿意之證明，買受人得選擇以供應商名義投保相關保險，且價格應相應調整。

15.3. Deductibles. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier.

自負額。供應商之任何保單下任何自保額或自負額之適用與給付，均應由供應商自行負責。

16. FORCE MAJEURE 不可抗力事件

For the purposes of this Agreement, a “Force Majeure Event” means any event or circumstance which (i) was unforeseeable or was not already in existence as of the date of issuance of the Order, (ii) is beyond the reasonable control of the party affected by it, occurring through no fault of such party and (iii) could not have been avoided, prevented, provided against or overcome by exercising reasonable care and/or diligence or by making commercially reasonable alternative arrangements. Examples of Force Majeure Events include, but are not limited to: a) natural catastrophes such as hurricanes, tornados, typhoons, earthquakes, floods or fires; b) acts of terrorism, war, hostilities, invasions, insurrections, riots, terrorism, vandalism, sabotage, epidemics or pandemics; c) restraints by any public authority or governmental agency; d) strikes or other labor disturbances which are the result or part of a general industry labor strike or disturbance; or e) embargoes, acts of any person or entity engaged in subversive activity. Neither party shall be liable for any delay in performing, or failure to perform its obligations hereunder if such delay or failure solely and directly results from a Force Majeure Event, provided the party affected by it has given written notice to the other party within 10 days from the commencement of the Force Majeure Event, specifying i) the obligations, the performance of which is or will be delayed or prevented, and ii) any contemporary records and other supporting particulars which substantiate the occurrence and effects of the Force Majeure Event on the affected party. The parties shall meet as soon as reasonably possible after receipt of such notice to discuss in good faith of the measures to be taken to mitigate the effects of the Force Majeure Event. If the period of suspension lasts longer than thirty (30) days, then the unaffected party may at any time terminate this Agreement immediately without penalty, liability or further obligation.

就本合約而言，「不可抗力事件」指任何符合下列條件之事件或情況：(i) 於訂單發出日不可預見或尚未存在；(ii) 發生時非因受影響一方之過失，且超出其合理控制範圍；及(iii) 透過行使合理注意及／或勤勉義務或透過商業上合理之替代安排，仍無法避免、預防、防範或克服。不可抗力事件之範例包括但不限於：a) 自然災害，例如颶風、龍捲風、颱風、地震、洪水或火災；b) 恐怖主義行為、戰爭、敵對行為、入侵、暴動、騷亂、恐怖攻擊、惡意破壞、蓄意破壞、流行病或大規模疫情；c) 任何公共機構或政府機關之限制；d) 屬於或為一般產業勞工罷工或動亂之罷工或其他勞資糾紛；e) 禁運、從事顛覆活動之任何個人或實體之行為。任何一方就其因不可抗力事件直接且單獨導致之延遲履行、或未能履行其依本合約所定義務，均不負任何責任，惟受影響之一方須於不可抗力事件發生起十（10）天內，以書面通知他方，並詳述(i) 將被延遲或阻礙履行之義務，以及(ii) 可證實不可抗力事件之發生及其對受影響一方影響之當時之紀錄及其他佐證細節。雙方應於收訖該等通知後，盡合理可能盡速會面，以善意協商應採取何種措施以供減輕不可抗力事件之影響。若停止期間超過三十（30）天，則未受影響之一方得隨時立即終止本合約，且不需負擔任何罰款、責任或進一步義務。

17. ASSIGNMENT AND SUBCONTRACTING 轉讓與轉包

Supplier shall in no event assign, delegate, subcontract, or transfer (including by change of ownership or control, by operation of law or otherwise) the Agreement or any of its rights or obligations thereunder, without Buyer's prior written consent. Should Buyer consent to Supplier's assignment, Supplier shall ensure that such assignee or subcontractor shall be bound by the terms of this Agreement and Supplier shall remain fully responsible and liable for the performance of all obligations under this Agreement. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

未經買受人事先書面同意，供應商在任何情況下均不得轉讓、委託、分包或移轉（包括透過所有權或控制權變更、依法律規定或其他方式）本合約或其項下之任何權利或義務。若買受人同意供應商之轉讓，供應商應確保該受讓人或分包商受本合約條款之約束，且供應商仍須對本合約項下全部義務之履行負完

全責任與連帶責任。在不違反前述約定之情況下，本合約對雙方及其各自之繼受人、及許可之受讓人，均具拘束力並使其受益。

18. GOVERNMENT CONTRACTS 政府合約

If Supplier is located in the United States, Supplier hereby agrees to comply with the provisions of the equal opportunity clause of Executive Order 11246 which are incorporated by reference herein. Supplier also agrees to comply with the requirements of the affirmative action clauses set out at 41 C.F.R. 60-250.4 and 41 C.F.R. 60-741.4, which are incorporated by reference herein. These Equal Employment Opportunity and Affirmative Action clauses are binding where applicable.

若供應商位於美國，其茲此同意遵守第11246號行政命令之平等就業機會條款，該等條款透過此處引用而納入本合約。供應商亦同意遵守41 C.F.R. 60-250.4及41 C.F.R. 60-741.4所載之平權法案條款，該等條款透過此處引用而納入本合約。此等平等就業機會與平權法案條款於適用時具有拘束力。

19. NON-SOLICITATION/NON-COLLUSION 禁止招攬/不合謀條款

19.1 Non-solicitation. During the provision of Services, work on or shipment of the Goods which is the subject of this Order, and for a period of twelve (12) months following completion of such Services, work on the Goods or shipment of the Goods, neither Supplier nor any of its Affiliates may, without the prior written consent of Buyer, directly or indirectly, entice or solicit an employee of Buyer who is engaged in performing work in connection with the Order, to cease employment with Buyer. Nothing in the foregoing provision prevents Supplier from (a) advertising publicly to recruit employees in any capacity; or (b) interviewing with or offering employment to any employee of Buyer, who first applied for a publicly advertised position with Supplier, and recruiting such employee after the employee becomes free of any covenants that may have survived the contract or relationship of employment with Buyer.

禁止招攬。於提供服務、就本訂單所涉貨品進行工作或運送該等貨品期間，以及於該等服務、貨品工作或貨品運送完成後之十二（12）個月內，未經買受人事先書面同意，供應商及其任何關係企業均不得直接或間接引誘或招攬從事與本訂單相關工作之買受人員工，使其終止與買受人之僱傭關係。前述規定無礙於供應商(a) 公開刊登廣告以招募任何職位之員工；或(b) 面試或提供職位予任何先向供應商應徵其公開招募職位之買受人員工，並於該員工解除與買受人僱傭契約或關係所可能存續之任何約定後，招募該員工。

19.2 Non-collusion. Supplier represents and warrants that Supplier has not and will not, directly or indirectly, enter into any agreement, participate in a collusion or otherwise take any action in restraint of free or competitive bidding, including, but not limited to, any offer or promise of future business opportunity by or for any bidders associated with this Agreement.

不合謀條款。供應商聲明並保證，其並無、且將不會直接或間接與任何因本合約而關聯之競標者簽署任何契約、參與圍標或採取其他任何限制自由或競爭性投標之行動，包括但不限於對未來商機機會之任何要約或承諾。

20. RECORDS AND AUDIT RIGHTS 紀錄與查核權

20.1 Records. Supplier shall maintain in accordance with generally accepted accounting principles, quality standards and industry practices, accurate and complete books and records, findings, metrics and other documentation (both physical and electronic) as well as an inspection and process control system covering any Services provided hereunder that is necessary to enable Supplier to demonstrate Supplier's full compliance with this Agreement (the “Audit Materials”). Supplier acknowledges that Audit Materials encompass materials pertaining both to Supplier's accounting/billing practices and its performance of its obligations under this Agreement, including, its compliance with Buyer's policies and applicable laws. Supplier shall retain the Audit Materials for the later of: (i) the term of the Agreement and for a period of three (3) years after termination of the Agreement; (ii) resolution of any dispute in which the Audit Materials are relevant; and (iii) any additional time required by any governmental, judicial or regulatory authority (the “Retention Period”).

紀錄。供應商應依據公認會計原則、品質標準及產業慣例，維持準確且完整之帳簿與紀錄、結果、指標及其他文件（包括實體與電子形式），以及涵蓋本合約項下所提供之任何服務、且為證明供應商完全遵守本合約所必要之檢驗與流程控制系統（下稱「查核文件」）。供應商確認，查核文件涵蓋有關供應商會計／帳務慣例及其履行本合約項下義務（包括其對買受人政策及適用法律之遵守）之文件。供應商應於下列期間之較長者內，保留查核文件：(i) 本合約之期間及本合約終止後三（3）年；(ii) 任何與查核文件相關之爭端處理期間；及(iii) 任何政府、司法或主管機關所要求之額外期間（下合稱「保存期間」）。

20.2 Audit. Upon Buyer's written request during the Retention Period, Supplier shall allow Buyer (directly and/or through third-parties) to audit and inspect Supplier's facilities and Audit Materials, as well as to copy any documentation related to Supplier's performance of its obligations under the Agreement or

other applicable legal requirements. Each party shall bear its own costs and expenses associated with this audit. However, if an audit reveals an overpayment, overcharge, or quantitative discrepancy of three percent (3%) or more, Supplier shall promptly reimburse Buyer for both the full amount of such overpayment and all audit-related expenses incurred by Buyer. Such reimbursement shall be made either as a credit on Buyer's next invoice or, if no subsequent payment is due to Supplier, by direct payment to Buyer. All audit activities shall be conducted in a manner that minimizes

disruption to Supplier's normal business operations.

查核。於保存期間內，供應商應依買受人書面要求允許買受人（直接、及／或透過第三人）查核與檢驗供應商之設施及查核文件，並複製任何有關於供應商履行本合約義務或其他適用法律要求之文件。各方應自行負擔有關此查核之成本與費用。然若查核發現溢付、超收或數量差異達百分之三（3%）或以上，供應商應立即向買受人償還全額溢付款項及買受人所產生之全部查核相關費用。此類償還應以買受人下一張帳單抵銷，若無後續款項應付予供應商，則以直接付款予買受人。全部查核活動應以盡量減少對供應商正常業務營運干擾之方式進行。

21. CYBERSECURITY FOR GOODS WITH EXECUTABLE BINARY CODE 具可執行二元碼之貨品之網路安全

Supplier undertakes that all Goods that include executable binary code shall comply with the Product Cybersecurity Appendix found at <https://www.watertechnologies.com/Supplier-documents>.

供應商承諾，全部具有可執行二元碼之貨品均應符合 <https://www.watertechnologies.com/Supplier-documents> 所示產品網路安全附錄。

21.1 Disabling Devices. In addition, Supplier shall deliver and maintain the Services and deliverables and Goods free from all disabling devices. For the purposes of this Agreement, "Deliverables" shall mean any tangible and intangible goods, services, materials, work products, outputs, or results that are to be provided, developed, produced, or delivered by Supplier to Buyer under this Agreement and "Disabling Device" shall mean any software, hardware, device, technology or other means, the purpose or effect of which is to: (A) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (B) prevent Buyer or any authorized user from accessing or using the Services as intended by this Agreement, and includes any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector or other limiting design, instruction or routine that could, if triggered, erase data or programming or cause the resources to become inoperable or otherwise incapable of being used in substantially the same manner for which such resources were intended to be used. In addition to Buyer's other rights and remedies under this Agreement or otherwise at law or in equity, Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes applicable to the Deliverables (collectively, "Revised Code") which prevents a breach of any of the warranties provided under this Agreement or corrects a breach of such warranties. Revised Code contained in Deliverables shall also be deemed to be a Deliverable.

破壞性裝置。此外，供應商應交付並維持服務、交付標的及貨品，使其不含有任何破壞性裝置。就本合約而言，「交付標的」應指任何應由供應商依本合約提供、開發、產製或交付予買受人之有形及無形之貨品、服務、材料、工作成果、產出或結果；而「破壞性裝置」應指任何軟體、硬體、裝置、技術或其他方法，其目的或效果為：(A) 允許未經授權之存取，或以任何方式破壞、干擾、禁用、扭曲或以其他方式損害或妨礙任何(i) 電腦、軟體、韌體、硬體、系統或網路，或(ii) 前述任何項目之任何應用或功能，或任何藉此處理之資料之完整性、使用或運作；或(B) 阻止買受人或任何經授權之使用者依本合約預期方式存取或使用服務，包括任何病毒、計時器、時鐘、計數器、時間鎖、定時炸彈、特洛伊木馬、蠕蟲、檔案感染程式、開機磁區感染程式、或其他若被觸發將可能清除資料或程式設計，或導致資源無法運作，或無法以該等資源之預期使用方式實質使用之限制性設計、指令或常式。除買受人於本合約或法律上或衡平法所享其他權利及救濟措施外，供應商應免費向買受人提供適用於交付標的之任何及一切新版本、升級、更新、發行版本、維護發行版本及錯誤或臭蟲修復（合稱「修訂程式碼」），其可防止違反本合約所提供之任何保證或糾正該等保證之違反。交付標的中所含之修訂程式碼亦應被視為交付標的。

21.2 Materials and Underlying Licenses. "Materials" includes, but is not limited to the following: systems; software, code, tools and tooling, mechanisms; mask works; compositions of matter, processes, ideas, inventions, know-how, trade secrets, developments, discoveries and improvements, data, textual matter, forms, lists, photographs, illustrations, audio and/or video, compilations of data and other content, designs, specifications, schematics, work and process flows, plans, models, prototypes, methodologies, interfaces, "look and feel," packaging, research, analyses, reports, procedures, techniques, and identifiers such as domain, business and/or product names, marks, logos, URL's, user

and account names, social media presences and the like. "Open Source Materials" or "OSM" means any Materials that are distributed as "open source software" or "freeware" or are otherwise distributed publicly or made generally available in source code form. "Third Party Materials" or "3PM" means Materials the rights to which are owned in whole or in part by one or more third-party individuals or entities (and not by either party or its designees). "Underlying License" means any and all terms which are legally applicable to the use, disclosure, modification, incorporation, distribution (or other exercise of Intellectual Property Rights) in OSM or 3PM.

材料與基本授權。「材料」包括但不限於下列項目：系統、軟體、程式碼、工具及模具、機制、積體電路佈局；物質組成、流程、構想、發明、技術訣竅、營業秘密、開發、發現及改良、資料、文本、表格、清單、照片、圖示、音訊及／或視訊、資料彙編及其他內容、設計、規格、電路圖、工作與流程、計畫、模型、原型、方法、介面、「外觀與感覺」（look and feel）、包裝、研究、分析、報告、程序、技術及識別碼，例如網域名稱、業務及／或產品名稱、標記、標誌、網址、使用者及帳戶名稱、社群媒體帳號等。「開源材料」或「OSM」係指以「開源軟體」或「免費軟體」發布，或以原始碼形式公開或普遍提供之任何材料。「第三方材料」或「3PM」係指其權利全部或部分由一個或多個第三方個人或實體（而非任何一方或其指定之人）所有之材料。「基礎授權」係指在法律上適用於OSM或3PM之使用、揭露、修改、納入、散布（或其他智慧財產權之行使）之任何及一切條款。

21.3 OSM and 3PM Disclosure, Approval, and Compliance. With Buyer's prior written approval, Supplier may provide any Deliverable to Buyer which uses or incorporates OSM or 3PM (or depends in any way upon OSM or 3PM) so long as: (a) Supplier cooperates with Buyer's security and proprietary rights assessments concerning OSM and 3PM; (b) Supplier validly holds and is in compliance with all Underlying Licenses necessary to use or incorporate the OSM or 3PM as specified in the Order; and (c) Supplier agrees, upon Buyer's request, to allow Buyer (or an approved third party inspector paid for by Supplier) to examine any Deliverable for OSM or 3PM, and provides Buyer with any related necessary assistance. If any 3PM incorporated into a Deliverable is not commercially available as a separate product offering, Supplier agrees to obtain for Buyer an Underlying License conveying a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid-up, sublicensable (through all tiers) right which allows Buyer and its authorized designees to use the 3PM as incorporated, at no additional charge to Buyer. Supplier shall be responsible at its sole expense for remediating any technical or legal issues experienced by Buyer in connection with the use or incorporation of OSM or 3PM (including, but not limited to removing any OSM or 3PM incorporated without Buyer approval; reperforming Services or Deliverables; reimbursing Buyer for losses, costs and other direct damages related to the OSM or 3PM; and/or undertaking the fulfillment of obligations that might be imposed on Buyer by any applicable OSM or 3PM Underlying Licenses, or resolving conflicts among them).

OSM與3PM之揭露、核准及合規。經買受人事先書面核准，供應商得提供使用或納入OSM或3PM（或以任何方式依賴OSM或3PM）之任何交付標的予買受人，惟須符合下列條件：(a) 供應商應配合買受人對OSM與3PM之安全性與專有權利評估；(b) 供應商應有效持並遵守依訂單所規定使用或納入OSM或3PM所需之全部基礎授權；及(c) 供應商同意依買受人要求，允許買受人（或經核准且由供應商支付費用之第三方檢驗員）檢查任何交付標的之是否含有OSM或3PM，並向買受人提供任何相關之必要協助。若納入交付標的之任何3PM並非作為獨立產品供應而可商業化取得，供應商同意為買受人取得基礎授權，授予買受人及其經授權之指定之人非專屬、免權利金、永久、不可撤銷、全球性、已全額支付、可再授權（透過全部層級）之權利，以供使用該等已納入之3PM，且不得向買受人收取任何額外費用。供應商應自費補救買受人使用或納入OSM或3PM時所遇到之任何技術或法律問題（包括但不限於移除任何未經買受人核准而納入之OSM或3PM；重新履行服務或交付標的；償還買受人與OSM或3PM相關之損失、成本及其他直接損害賠償；及／或履行任何適用OSM或3PM基礎授權可能加諸於買受人之義務，或解決其間之衝突）。

22. SUSTAINABLE DEVELOPMENT 永續發展

Buyer applies a sustainable development policy which aims to promote human rights, to facilitate social welfare and to preserve the environment. In this context, Supplier undertakes to strictly adhere to applicable regulations and the standards fixed by Buyer, with regard to Sustainable Development, the declaration of commitment to Diversity and in the declaration of Commitment to accident Prevention and Health & Safety. Compliance with this sustainable development clause constitutes one of the essential obligations of any Order entered into.

買受人為促進人權、增進社會福祉及保護環境，奉行永續發展政策。在此背景下，供應商承諾將嚴格遵守適用於永續發展、多元化承諾宣言及意外事故預防與健康安全承諾宣言之法規與買受人所訂定之標準。遵守此永續發展條款之行為，構成任何所簽訂訂單之基本義務之一。

22.1 Respecting ethics and labor law regulations. Supplier undertakes to comply with the Universal Declaration of Human Rights and the United Nations Convention on the Rights of the Child, as well as the International Labour Organization conventions. Supplier further undertakes to comply with all the applicable labour law regulations, including regulations governing undeclared work, child labour, forced labour and labor union rights (i.e., Collective Bargaining Agreements). Supplier undertakes to comply with the Prevention, Health & Safety policy in effect at Buyer, in particular as regards the safety regulations applicable in the workplace, to deliver Goods and Services in conditions that do not compromise the health and safety of its own employees as well as to the employees of Buyer, and to strive to continue to improve the health and working conditions of its employees. Supplier undertakes to comply with the principles of the Diversity Action Plan implemented at Veolia, which is based on the principle that promoting pluralism and the search for diversity via recruitment and career management is a progress factor for the company. Supplier undertakes to comply with all applicable legislation concerning non-discrimination, whether direct or indirect (within the framework of its internal management, and in particular in terms of human resources, at each stage of the assignments entrusted to it by Buyer), and ensure that its Personnel are familiar with and promote the principles of non-discrimination. Supplier also undertakes to ensure that its own suppliers and subcontractors undertake the same obligations.

遵守倫理與勞動法規。供應商承諾遵守《世界人權宣言》及《聯合國兒童權利公約》，以及國際勞工組織公約。供應商並承諾遵守全部所適用之勞動法規，包括規範非法勞動、童工、強迫勞動及工會權利（即團體協約）之法規。供應商承諾遵守買受人現行之預防、健康與安全政策，特別是關於工作場所適用之安全法規，在不損害其自身員工以及買受人員工健康與安全之條件下交付貨品與服務，並努力持續改善其員工之健康與工作條件。供應商承諾遵守威立雅所實施之《多元化行動計畫》原則，該計畫基於以下原則：透過招募與職涯管理促進多元與多樣性，是公司進步之要素。供應商承諾遵守所有關於直接或間接非歧視之適用法規（在其內部管理框架內，特別是在人力資源方面，於買受人委託之各項任務階段），並確保其人員熟悉並推廣非歧視原則。供應商亦承諾確保其本身之供應商與分包商承擔相同之義務。

22.2 Protection of the environment. Supplier undertakes to engage in strict adherence to regulations relating to the protection of the environment and to implement any and all action(s) necessary to reduce its impact on the environment, in particular via the reduction of its consumption of energy and primary resources; the reduction of waste introduced into water, the air or the ground; the elimination of accidental pollution/contamination; the reduction of waste generated by its activity and the traceability of its elimination; controlling the impact and emission of substances that are dangerous for the environment and for health. Supplier also undertakes not to use any subcontractors who do not agree to adhere to these obligations.

環境保護。供應商承諾嚴格遵守與保護環境相關之法規，並實施任何及全部必要行動以減少其對環境之影響，特別是透過減少能源與初級資源之消耗；減少排入水、空氣或地面之廢棄物；消除意外污染／汙染物；減少其活動產生之廢棄物並確保其處置之可追溯性；控制對環境與健康有有害物質之影響與排放。供應商亦承諾不使用任何不同意遵守此等義務之分包商。

22.3 Monitoring of the actions taken by Supplier. Supplier undertakes to inform Buyer regarding the current state of progress of its actions in terms of sustainable development and to update this data on a yearly basis. Within the framework of the steps taken by Buyer to evaluate sustainable development actions implemented by its suppliers, Supplier agrees to be evaluated and undertakes to make available to Buyer all the information and resources which may be required to ensure compliance. Supplier also undertakes to take into account recommendations made following such evaluations, and to take any and all action(s) necessary to ensure compliance and/or improvement.

監測供應商所採取之行動。供應商承諾告知買受人其在永續發展方面之行動進展現狀，並每年更新此資料。在買受人為評估其供應商所實施之永續發展行動所採取之步驟框架內，供應商同意接受評估，並承諾提供買受人可能要求之一切資訊與資源，以確保符合規定。供應商亦承諾將該等評估之建議列入考量，並採取任何及一切必要行動以確保符合規定及／或改善。

23. ANTI-CORRUPTION COMPLIANCE 反貪腐合規

In performing this Agreement, the parties hereby undertake to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering, that may in particular entail a public contract debarment, including the 1977 Foreign Corrupt Practices Act of the United States, the 2010 UK Bribery Act and the 2016 French anti-corruption law "Sapin". Supplier undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption. Supplier declares that, to its knowledge, its legal representatives, directors, employees, agents, and anyone performing Services for or on behalf of Buyer pursuant to this Agreement, do not and will not, directly or indirectly, offer, give,

agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public national or international organization, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for Buyer or to gain any advantage in the conduct of business for Buyer. Supplier agrees to notify any breach of any term of this clause, to Buyer within a reasonable time. If Buyer notifies Supplier that it has reasonable grounds to believe that Supplier has breached any term of this clause: (a) Buyer is entitled to suspend performance of this Agreement without notice for as long as Buyer considers necessary to investigate the relevant conduct without incurring any liability or obligation to Supplier for such suspension; (b) Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct. If Supplier breaches any term of this clause, Buyer may immediately terminate this Agreement without notice and without incurring any liability. Supplier shall indemnify Buyer, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by Buyer arising out of such breach. If Supplier gives or offers to give a bribe, gift, gratuity or commission as an inducement or reward to any person (i) for doing or for bearing to do any acting in relation to the Agreement or (ii) for showing or forbearing to show favor of disfavor to any person in relation to this Agreement, then Buyer may immediately terminate

the Agreement in accordance with Section 28.2.

雙方茲此承諾，於履行本合約時，將嚴格遵守所適用法律，該等法律禁止賄賂公務員與私人、關說、洗錢，且其可能特別導致公共合約之禁入 (debarment) ，包括1977年美國《海外反腐敗法》、2010年英國《賄賂法》及2016年法國《反貪腐法 (Sapin) 》。供應商承諾為預防貪腐而制定並實施一切必要且合理之政策與措施。供應商聲明，就其所知，其法定代表、董事、員工、代理人，以及任何依據本合約為買受人或代表買受人履行服務之人，均未、且將不會直接或間接，為以貪腐方式影響該等人員之公務職權之目的，或為獎勵或誘使任何人不正當地履行相關職務或活動、藉此為買受人取得或保留任何業務之目的，或為使買受人經營業務時獲得任何利益之目的，而向任何個人、公司或事業，包括任何政府官員或雇員、政黨官員、政治職位候選人、在任何國家、公共機構或國有公司擔任任何立法、行政或司法職位之人，或公其國家或國際組織之官員，提供、給予、同意給予、授權、索取或接受金錢或其他任何有價物或授予任何利益或禮物。供應商同意於合理時間內將違反本條款任何規定之情事通知買受人。若買受人通知供應商其有合理理由相信供應商已違反本條款任何規定：(a) 買受人有權暫停履行本合約，且無需事先通知，其期間長短以買受人認為進行相關行為為調查所必要者為準，且此類暫停不對供應商產生任何責任或義務；(b) 供應商有義務採取所有合理步驟，以防止任何與相關行為有關之書面證據遺失或銷毀。若供應商違反本條款任何規定，買受人得立即終止本合約，且無需通知亦不產生任何責任。在法律允許之最大範圍內，供應商應就買受人因該等違反而產生或遭受之任何損失、損害或費用，賠償買受人。若供應商給予或提議給予賄賂、禮物、酬金或佣金，作為引誘或獎勵任何人(i) 實施或不實施與本合約相關之任何行為，或(ii) 在與本合約相關之情況下對任何人表示或不表示支持或反對，則買受人得依據第28.2條立即終止本合約。

24. COMPLIANCE WITH LAWS - SANCTIONS - EXPORT CONTROL AND TRADE LAWS法規遵循-制裁-出口管制與貿易法規

Supplier represents and agrees that the Goods and/or Services herein described have not been and will not be manufactured, sold, provided, priced or transported in violation of any foreign, federal, state, or local law, or any lawful order, rule or regulation issued thereunder, including but not limited to US, UK, and EU Export Control laws and regulations, and US, UK and EU Sanctions. For the avoidance of doubt, "Sanctions" shall mean the international economic and financial sanctions (i.e. trade embargoes, asset freezes and other similar restrictions on doing business with a country, territory or person) that are administered, enacted or enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), His Majesty's Treasury or any other Governmental Authority of the United States, United Nations, European Union, any member state thereof, the United Kingdom, and/or of the country of use of the Goods (the "Sanctions Authorities"). Supplier represents and warrants to Buyer that none of its Affiliates, subsidiaries, parent company, and ultimate parent company is under the scope of Sanctions, and that none of its directors, officers, and shareholders is a person that is the target of Sanctions that would prevent Supplier from performing under this Agreement in compliance with the above mentioned laws and regulations. Furthermore, Goods, Services and technical datas, drawings, documents specification design and plan associated with or any derivatives therefrom, may be subject to US or any other

relevant export control or embargo laws and regulations. The parties represent and warrant that no product, service, component, spare-part, consumable and any amount arising from this Agreement will not, neither directly nor indirectly, relate to entities or natural persons located in Cuba, Iran, North Korea and Sudan. Furthermore, Supplier represents and warrants that (i) it is not located and does not operate in, and will not use any goods or services from, any country or region subject to restrictions or embargoes under Sanctions (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk Regions of Ukraine but as may evolve from time to time) and will not provide any such goods or services to any individual or entity subject to Sanctions; (ii) it is not involved whether directly or not in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, unmanned air vehicle systems, or in any other manner prohibited by the Sanctions or any applicable trade laws; and (iii) it is not prohibited in any manner from participating in transactions within the scope of this Agreement by any government agency. In case of breach of the above representations and warranties, and/or if Supplier (including any of its Affiliates) was to be the subject of Sanctions, then Supplier acknowledges and agrees that Buyer shall be entitled to immediately suspend or terminate this Agreement without incurring any liabilities whatsoever towards Supplier. The provisions of this Section will survive the expiration or termination of this Agreement for any reason.

供應商聲明並同意，本合約所述貨品及 / 或服務，未曾、且將不會在違反任何外國、聯邦、州或地方之法律，或依其發布之任何合法法令、規則或法規之情況下製造、銷售、提供、定價或運送，包括但不限於美國、英國及歐盟之出口管制法律與法規，以及美國、英國及歐盟之制裁。為避免疑義，「制裁」應指由美國財政部外國資產管制辦公室（「OFAC」）、英國財政部、或美國、聯合國、歐盟及其任何成員國、英國及 / 或貨品使用國之任何其他政府機關（下稱「制裁機關」）所實施、制定或執行之國際經濟與金融制裁（即貿易禁運、資產凍結及針對與某一國家、地區或個人進行商業活動之其他類似限制）。供應商向買受人聲明並保證，其任何關係企業、子公司、母公司以及最終母公司均不受制裁範圍限制，且其任何董事、高階主管及股東均非制裁之對象，不會妨礙供應商遵守前述法律與法規履行本合約。此外，貨品、服務及相關之技術資料、圖面、文件、規格、設計與計畫，或任何其衍生物，可能受美國或任何其他相關之出口管制或禁運法律與法規所限制。雙方聲明並保證，本合約所產生之任何產品、服務、零件、備件、消耗品及任何款項，均不會直接或間接與位於古巴、伊朗、北韓及蘇丹之實體或自然人相關。此外，供應商聲明並保證：(i) 其未位於且未在任何受制裁所限制或禁運之國家或地區經營業務（目前包括古巴、伊朗、北韓、敘利亞及烏克蘭之克里米亞、頓涅茨克與盧甘斯克地區，惟可能隨時變動），且將不會向任何受制裁之個人或實體提供任何此類貨品或服務；(ii) 其未直接或間接參與核生化武器、或火箭系統、太空發射載具、探空火箭、無人機系統之設計、開發或生產，或以任何其他受制裁或任何適用貿易法所禁止之方式參與；及(iii) 其未受任何政府機關以任何方式禁止參與本合約範圍內之交易。若違反上述聲明與保證，及 / 或若供應商（包括其任何關係企業）成為制裁之對象，則供應商確認並同意，買受人有權立即暫停或終止本合約，且無需對供應商承擔任何責任。本條款之規定，在本合約因任何原因屆滿或終止後，仍繼續有效。

25. DATA PRIVACY COMPLIANCE資料隱私合規性

Where in the performance of this Agreement, Supplier processes any personal data of any of legal representative, director, employee, or agent of Buyer, then Supplier shall: (a) comply with all applicable laws related to privacy and data protection, including the EU General Data Protection Regulation ("GDPR"), if applicable; (b) process such personal data only: (i) on behalf of and for the benefit of and in accordance with the instructions of Buyer, (ii) for the purposes authorized by this Agreement; and (iii) insofar necessary for the provision of the Goods and/or the performance of the Services; (c) maintain the security, confidentiality, integrity and availability of any such personal data; (d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect any such personal data against (i) foreseeable threats or hazards to security or integrity thereof; and (ii) loss of, unauthorized access to or acquisition or use of or unlawful processing; and promptly inform Buyer, and in any case within the time period required by applicable law, of any actual or suspected security incident involving any such personal data. To the extent that Supplier allows a (sub)contractor to process any such personal data, Supplier shall ensure that such (sub)contractor is actually bound to obligations which provide a similar level of protection, but in no way less restrictive than the hereinabove paragraph. Supplier shall maintain a record of all processing activities carried out on behalf of Buyer, as required by applicable data protection laws. Upon termination of this Agreement, Supplier shall securely erase or destroy all records or material supports containing such data and Supplier shall be solely liable for any unauthorized or

illegal processing or loss of such data if it fails to properly erase or destroy them. Supplier shall cooperate with Buyer in responding to any requests from data subjects exercising their rights under

applicable data protection laws.

若供應商於履行本合約時，處理任何買受人之法定代表、董事、員工或代理人之個人資料，則供應商應：(a) 遵守全部有關於隱私權及資料保護之適用法律，包括歐盟《一般資料保護規則》（「GDPR」）（如適用）；(b) 僅為下列目的處理該等個人資料：(i) 代表買受人並為其利益，且依買受人指示；(ii) 為本合約所授權之目的；及(iii) 在提供貨品及 / 或履行服務所必要之範圍內；(c) 維護該等個人資料之安全、機密性、完整性及可用性；(d) 實施並維持適當之技術、實體、組織及行政安全措施、程序、慣例及其他防護措施，以保護該等個人資料，避免其遭受(i) 可預見之安全或完整性威脅或危害；及(ii) 遺失、未經授權之存取或取得或使用，或非法處理；並應迅速（且無論如何均應合於所適用法律要求之時限內）將任何涉及該等個人資料之實際或可疑安全事件通知買受人。若供應商允許（分包）商處理任何該等個人資料，供應商應確保該等（分包）商確實受拘束於提供類似保護水準，但其限制絕不低於前述規定之義務。供應商應依所適用資料保護法律之要求，保存全部代表買受人進行之處理活動紀錄。於本合約終止時，供應商應安全地清除或銷毀所有含有該等資料之紀錄或實體載具，且若供應商未能妥善清除或銷毀該等資料，其應自行對任何未經授權或非法之處理或該等資料之遺失負責。供應商應配合買受人回應任何資料主體依所適用資料保護法律行使其權利之要求。

26. PROGRESS PLAN - ECOVADIS ASSESSMENT進度計畫- ECOVADIS評鑑

Supplier shall implement a progress plan which may be updated, from time to time, based on information from reports, activity reviews, and any audits carried out by Buyer in accordance with Section 20. Supplier shall have an EcoVadis assessment (the "Assessment") completed at its own cost and expense by the Order with subsequent monitoring by Buyer during the term of this Agreement. Should the Assessment score not be sufficient, Supplier shall upon Buyer's request, promptly communicate the appropriate measures or policies that it has or will reasonably implement to

upgrade such a score.

供應商應實施進度計畫，並根據報告、活動審查及買受人依第20條進行之任何查核所提供之資訊，不時更新。供應商應自費依訂單完成 EcoVadis 評鑑（下稱「評鑑」），並由買受人於本合約期間內進行後續監測。若評估分數不足，供應商應依買受人要求立即告知其已實施或將合理實施之適當措施或政策，以提升該分數。

27. ARTIFICIAL INTELLIGENCE人工智慧

Supplier shall not implement or use, directly or indirectly, generative artificial intelligence for the performance of this Agreement without the prior written consent from Buyer which may withhold it, at its sole discretion, or subject it to compliance with strict measures of architecture, security and confidentiality. Supplier shall: (i) assist Buyer in performing its compliance obligations under the GDPR, notably its article 22, wherever needed; (ii) comply with all applicable laws and regulations relating to the development, production and commercialization of systems based on generative artificial intelligence technologies; (iii) not train or request generative artificial intelligence models with any biased data; (iv) provide documentary evidence of its compliance with the applicable regulations upon Buyer's request. Should Supplier use generative artificial intelligence models, Supplier shall implement all necessary corrective actions, especially in cases of bias or hallucination, etc. Buyer retains all intellectual property rights to the output generated by the generative artificial intelligence models used, if any.

未經買受人事先書面同意，供應商不得直接或間接實施或使用生成式人工智慧履行本合約，買受人得全權決定不予同意，或要求其須遵守嚴格之架構、安全與保密措施。供應商應：(i) 於有需要時，協助買受人履行其依GDPR（特別是第22條）所負合規義務；(ii) 遵守一切有關基於生成式人工智慧技術之系統開發、生產及商業化之所適用法律與法規；(iii) 不得使用任何帶有偏見之資料訓練或請求生成式人工智慧模型；(iv) 依買受人要求，提供其符合所適用法規之書面證據。若供應商使用生成式人工智慧模型，應實施所有必要之矯正行動，特別是在出現偏見或幻覺等情況時。買受人保留對使用生成式人工智慧模型所生之任何輸出之全部智慧財產權。

28. TERMINATION終止

28.1. Termination for convenience. Buyer may, at any time by written notice, terminate this Agreement or any part hereof at its convenience. Upon receipt of such notice, Supplier shall, on the date and to the extent directed by Buyer, stop work under this Order and terminate any outstanding subcontracts to the extent they relate to the terminated Goods and/or Services. Upon such termination, Buyer and Supplier shall negotiate the termination costs, which shall only include Supplier's reasonable, direct and documented costs that have necessarily been incurred as a direct result of such termination, and Supplier's actual termination charges for unavoidable commitments specifically related to this

Order. These termination costs shall be Buyer's sole liability and Supplier's sole remedy for the termination for convenience. In no event shall such termination charges include any costs or expenses with respect to goods which are Supplier's standard stock. Any Supplier claim for such costs shall include relevant documentation supporting such claim and shall be deemed waived unless asserted within seven (7) days from Supplier's receipt of Buyer's termination notice.

任意終止。買受人得隨時以書面通知任意終止本合約或其任何部分。供應商接獲此等通知後，應依買受人指示之日期與範圍，停止本訂單項下之工作，並終止任何有關於被終止之貨品及／或服務之未結之下包合約。於此等終止後，買受人與供應商應協商終止之費用，其僅應包含供應商因該終止而必然產生之合理、直接且經證明之成本，以及供應商為不可避免之承諾（與該訂單具體相關者）所生之實際終止費用。此等終止費用應為買受人之唯一責任，且為供應商就此任意終止之唯一救濟措施。任何情況下，此等終止費用均不應包含有關於供應商之標準庫存貨品之任何成本或費用。供應商對此等費用之任何主張應包含支持該主張之相關文件，且除供應商已於接獲買受人終止通知後七（7）天內提出者外，應視為已拋棄權利。

28.2 Termination for default. Buyer may, by written notice, terminate all or part of this Agreement, if Supplier (i) fails to deliver the Goods or Services in accordance with the delivery schedule or the quality requirements, (ii) fails to make progress which, in the judgment of Buyer, endangers performance of this Agreement, or (iii) fails to comply with any of the other provisions of this Agreement. Such termination shall become effective if Supplier does not cure such failure within thirty (30) days (or any other cure period the parties may otherwise mutually agree on) of receiving Buyer's written notice of default. Notwithstanding anything to the contrary, Buyer's termination shall become effective with immediate effect upon Supplier's receipt of Buyer's written notice of default for any Supplier's material breach under this Agreement, especially arising out or in connection with "Confidentiality", "Intellectual Property" "Anticorruption Compliance" and "Compliance with laws" provisions. This termination will be made without prejudice to Buyer's rights to damages, including but not limited to indemnification for any excess costs for securing the manufacture, delivery or performance by any third party of such Goods and/or Services and all other costs in excess of the Price, plus any damages arising from Supplier's default. Supplier shall continue performance of the related Order to the extent not terminated by Buyer.

違約終止。若供應商(i) 未能依據交貨時程或品質要求交付貨品或服務，(ii) 其進度在買受人判斷下危及本合約之履行，或(iii) 未能遵守本合約之任何其他規定，買受人得書面通知終止本合約之全部或部分。若供應商未於接獲買受人違約書面通知後三十（30）天內（或雙方可能另行合意之任何其他補正期間）補正其違約行為，該等終止即生效。縱有相反之約定，買受人因供應商於本合約之任何重大違約（尤以因「保密義務」、「智慧財產權」、「反貪腐合規」及「法規遵循」條款所生或與之相關之情事）所為終止，應於供應商接獲買受人違約書面通知後立即生效。此終止不應影響買受人請求損害賠償之權利，包括但不限於就確保任何第三方製造、交付或履行該等貨品及／或服務之任何超額成本，以及所有超出價格之其他成本，加上因供應商違約所生之任何損害賠償之賠償。供應商應繼續履行與此相關之訂單中未被買受人終止之部分。

28.3 Termination for insolvency. Without prejudice to mandatory applicable law, if: Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, liquidation, administration, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate the Agreement without liability, except for the Goods and/or Services completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Price).

破產終止。在不影響所適用強制規定之法律之情況下，若供應商(a) 解散或停止營業；(b) 未能於債務到期時支付；或(c) 或任何其他其實體提起針對供應商債務清償之無力清償、接管、清算、管理、破產或任何其他程序，買受人得立即終止本合約而不負任何責任，惟於終止後合理期間內已完成、交付並經接受之貨品及／或服務，則不在此限，該等貨品及/或服務應按價格支付。

28.4. Remedies. Notwithstanding anything herein to the contrary, Buyer's remedies mentioned hereunder are in addition to and not in exclusion of any other remedies of Buyer for Supplier's default, whether expressed herein or otherwise provided by law. Buyer shall not be liable for Supplier's consequential, incidental or punitive damages, or any indirect losses or damages, for any breach of this Agreement. Buyer's remedies for Supplier's breach of the Terms of this Agreement shall include any remedy available to it under the law applicable to this Agreement, including, but not limited to, damages, costs and attorneys fees incurred by Buyer to enforce the Terms of this Agreement.

救濟。縱本合約另有規定，本合約所載買受人救濟措施，乃對買受人因供應商違約而享有之任何其他救濟措施（無論係在此明文約定或法律另有規定）之補充約定、而非排除約定。買受人無須就供應商任何違反本合約之行為所致之間接、附隨或懲罰性損害賠償，或任何間接損失或損害負責。買受人就供應商違反本合約條款之救濟措施應包括依本合約適用法律可獲得之任何救濟，包括但不限於買受人為執行本合約條款所生之損害賠償、成本與律師費用。

29. INDEMNIFICATION賠償

Supplier shall defend, indemnify and hold harmless Buyer, its Affiliates, its customers and the users of the Goods or Services provided hereunder, from and against all claims, legal actions, settlements, liabilities, losses, damages, judgment, fines, penalties and expenses of any nature (including attorney fees and court costs) arising from, relating to, or as a consequence of, bodily injury, including death, to any person whomsoever or damage to any property whatsoever caused by any defect in the Goods or Services supplied hereunder, any breach of any of the Terms of this Agreement, any breach of any express or implied warranty with respect to the Goods or Services, or any acts or omissions of Supplier, its agents or employees in the performance of its obligations. In addition, Supplier shall indemnify, defend, release and hold Buyer and its Affiliates harmless from and against any claims arising out of employment or labor claims or proceedings initiated by Supplier's Personnel against or involving Buyer. Supplier further agrees to indemnify Buyer for any attorneys' fees or other

cost Buyer incurs to enforce its rights hereunder.

供應商應就任何及所有因下列事由所致、相關或衍生之賠償請求、法律訴訟、和解、責任、損失、損害、判決、罰款、罰鍰及任何性質之費用（包括律師費與訴訟費），向買受人、其關係企業、其客戶及本合約項下所提供之貨品或服務之使用者進行抗辯、賠償並使其免受損害：因本合約所提供之貨品或服務之任何瑕疵、違反本合約任何條款、違反任何關於貨品或服務之明示或默示保證，或供應商、其代理人或員工於履行其義務時之任何作為或不作為，所致任何人之生命身體損害或任何財產權之損害。此外，就供應商之人員向買受人提起或涉及買受人之任何僱傭或勞動賠償請求或程序，供應商同意賠償買受人及其關係企業，為其抗辯、免除其責、並使之免受損害。供應商並進一步同意，就買受人為行使其依本合約之權利所生任何律師費或其他費用，賠償買受人。

30. GOVERNING LAW AND JURISDICTION準據法與管轄

30.1 Governing law. Unless otherwise set forth in the Order, this Agreement shall be governed by and construed according to the laws of the country specified in Buyer's address, without giving effect to the conflict of law provisions of such country.

準據法。除訂單另有規定者外，本合約應受買受人地址所在國之法律管轄並據此解釋，且不適用該國之法律衝突規定。

30.2 Dispute resolution. Unless otherwise set forth in the Order, and except for any injunctive relief, all disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to the competent courts of the country specified in Buyer's address.

爭端解決。除訂單另有規定或以禁制令救濟者外，一切直接或間接因本合約而生之爭議或程序，應由買受人所在國之管轄法院專屬管轄。

30.3 Specific jurisdictions. Notwithstanding Sections 30.1 and 30.2 and unless otherwise set forth in the Order: (a) When Buyer is located in the United States, this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. The parties further agree that any action, disputes or proceedings between the parties arising directly or indirectly from this Agreement shall be exclusively submitted to and heard in the competent courts of New York County, New York. The parties hereby further consent to the jurisdiction and venue of the Supreme Court of New York and the United States District Court of the Southern District of New York for the adjudication of any civil action asserted pursuant to this Agreement. (b) When Buyer is located in Oman, Qatar, Egypt, the United Arab Emirates, Bahrain, Algeria, Kuwait, South Africa, and the Kingdom of Saudi Arabia, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to its conflict of law provisions. All disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to the competent courts of England.

專屬管轄。縱有第30.1及30.2條之規定，除訂單另有規定者外，應合於下列所定管轄：(a) 當買受人位於美國時，本合約應受紐約州法律管轄並依其解釋，不適用法律衝突原則。雙方並同意，所有直接或間接因本合約而生之任何訴訟、爭議或程序，應由紐約州紐約郡之管轄法院專屬管轄。雙方茲此進一步同意，以紐約州最高法院及美國紐約南區地方法院為依本合約所提出之任何民事訴訟之管轄法院與審判地。(b) 當買受人位於阿曼、卡達、埃及、阿拉伯聯合大公國、巴林、阿爾及利亞、科威特、南非及沙烏地阿拉伯王國時，本合約應受英格蘭與威爾斯法律管轄並依其解釋，不適用其法律衝突規定。一切直接或

間接因本合約而生之爭議或程序，應由英格蘭之管轄法院專屬管轄。

30.4 Waiver and legal remedies. The parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any objection to the jurisdiction of these courts and agree not to plead or claim *forum non conveniens* or any similar doctrine. Notwithstanding the above, either party may seek interim injunctive relief in any court of competent jurisdiction where necessary to protect its rights pending resolution of the dispute. In the event of any litigation between the parties resulting from an alleged breach of this Agreement, the prevailing party, as determined by the competent court shall be entitled to recover from the non-prevailing party, all reasonable costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees, court costs and other legal expenses.

權利之拋棄與法律上救濟措施。雙方明確聲明放棄適用《聯合國國際貨品銷售契約公約》（CISG），並拋棄對該等法院管轄權之任何異議之權，且同意不以不便利管轄原則（forum non conveniens）或其他類似原則進行抗辯或主張。縱有前述約定，任一方均得為於爭端解決前保護其權利之必要，向任何有管轄權之法院尋求暫時禁制令之救濟。若因涉嫌違反本合約而導致雙方之間發生任何訴訟，經管轄法院認定為勝訴之一方，有權向敗訴之一方追償與有關於該訴訟之一切合理成本與費用，包括但不限於合理之律師費、訴訟費及其他法律費用。

31. MISCELLANEOUS其他條款

31.1 Entire Agreement. This Agreement, together with any supplements that are made a part hereof, shall constitute the entire agreement between the parties hereto, and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

完整合意。本合約及其任何作為本合約一部分之補充文件，應構成雙方間之完整合意，並取代一切先前書面或口頭之協議、協商及共識。

31.2 Non-waiver. Failure of Buyer to insist upon strict performance of any of the Terms of this Agreement, failure or delay in exercising any rights or remedies provided herein or by law or to properly notify Supplier in the event of breach, or acceptance of or payment for any Goods and/or Services hereunder, or approval of design, shall not release Supplier of any of its warranties or obligations of this Agreement and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such Goods and/or Services, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Agreement by Buyer operate as a waiver of any of the Terms hereof.

不棄權條款。買受人未能堅持嚴格履行本合約任何條款、或未能或延遲行使本合約或法律所提供之任何權利或救濟措施、或於發生違約時未能適當通知供應商、或接受或支付本合約任何貨品及／或服務、或核准設計之情形，均不應免除供應商之任何保證或本合約義務，亦不應被視為買受人已放棄其堅持嚴格履行本合約之任何權利、或就任何此等貨品及／或服務（無論何時運到、收受或接受）、或就本合約任何先前或後續違約之任何權利或救濟措施，且買受人對本合約之任何口頭修改或撤銷亦不應構成對本合約任何條款之棄權。

31.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

可分割性條款。若本合約任何規定被認定為無效、不合法或不能執行，其餘條款之有效性、合法性及可執行性不應受到任何影響或損害。

31.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the mail, by registered or certified mail.

通知。本合約要求或允許之一切通知均應以書面為之，並應於親自遞送、或以掛號、或經認證郵件郵寄時視為生效。

31.5 Survival. Notwithstanding any expiration or termination of this Agreement, any provisions which by their nature are intended to survive, shall continue in full force and effect.

存續條款。縱本合約因任何原因期間屆滿或終止，任何依其性質應存續之條款，仍將持續完全有效。

31.6 Independent contractors. This Agreement excludes any legal association, subordination, partnership, joint venture, or fiduciary relationship between the parties. Neither party has the right, power, or authority, to create any duty or obligation on behalf of the other party, to bind the other party to any agreement, or to represent itself as an agent of the other party. Each party remains solely responsible for its own acts, omissions, and obligations.

獨立性。雙方不因本合約而生任何法律上之結合、從屬、合夥、合資或信託關係。任一方均無權利、權力、或授權為他方設定任何責任或義務，對其他方簽訂任何協議、或自稱為他方之代理人。各方應自行約束其自身之行為、或不作為及義務負責。

31.7 Advertising. Supplier shall not release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer’s employees unless prior written approval is received from Buyer.
廣告。未經買受人事先書面核准，供應商不得發布任何提及買受人或引用買受人任何員工意見之廣告文宣。

31.8. Third Party Rights Exclusion. This Agreement does not confer any rights, under or in connection with it, on any person or third party, whether under the Contracts (Rights of Third Parties) Act 1999 or any local law or local case-law, and no term of this Agreement is enforceable by any such person or third party.
排除第三人權利。本合約不向任何個人或第三人賦予本合約項下或有關於本合約之任何權利，無論是依1999年《合約（第三方權利）法》或任何當地法律或當地判例法，且本合約之任何條款均不得由任何此等個人或第三人強制執行。

31.9 Amendments. Subject to these Terms, any amendments to the Agreement shall only be valid and effective upon a written instrument signed by both parties’ authorised signatories.
修訂。依本合約之規定，本合約之任何修訂僅於經雙方授權簽署人簽署書面文件後始生效力。

Appendix 1 Specific Terms & Conditions - For Taiwan

附件1专用條件與條款 – 適用於臺灣

This Appendix 1 sets out the Specific Terms and Conditions of Purchase (“Specific T&Cs”) for Order(s) issued by the Buyer (whose corporate information and particulars are duly specified in the Order), which shall be read together and form an essential and integral part of the General Terms and Conditions of Purchase (“GTCs”) in accordance with the terms and conditions set forth hereunder.

本附件1規定了買受人(其公司資訊及詳情已載明於訂單)所發訂單之採購之专用條件與條款(下稱「本专用條款」)，應與<採購之一般性條款與條件>(下簡稱「GTC」)一併閱讀，並依據以下所載條款及條件，構成其重要且不可分割之一部分。

1. General通則

All terms and expressions defined in the GTCs shall have the same meanings when used in this Appendix, except as unless otherwise expressly stated herein.

除本附件另有明文規定者外，GTC所定義之全部用語及表述，於本附件中應具相同之意涵。

These Specific T&Cs amend the following provisions of the GTCs, and shall supersede and prevail over such provisions to the extent specifically amended below:

本专用條款修正下列GTC條款，經本专用條款明文修正者，均應以下列修正內容為準、取代該等條款而優先適用：

Clause 條號	Details標題	Specific T&Cs本专用條款
8.4	Liquidated damages 違約金	Notwithstanding any action that may have been taken by Buyer pursuant to this Section, Supplier shall indemnify and hold harmless Buyer for any loss, damages and claims it may suffer. The following liquidated damages for delay in delivery shall be imposed on the Supplier unless specified differently in the Order or in the Special Terms and Conditions: an amount equal to 1% of the invoice amount of late deliveries of Goods, Deliverables and/or Services for each week (or part thereof) of delay in delivery, up to a maximum of 10% of the total price of the Order. This is without prejudice to any other rights and remedies inuring to Buyer and arising out of the breach of the Order by the Supplier. In addition, Buyer shall also be entitled to recover the liquidated damages as specified in the Order or in the Special Terms and Conditions for Supplier’s failure to meet

		the performance criteria. The parties agree that such liquidated damages, which may be imposed on Supplier for delay in delivery or failure to meet the performance criteria, (i) are a genuine reasonable pre-estimate of the damages Buyer may suffer as a result of delay or non-performance and are not to be assessed as a penalty, and (ii) do not preclude Buyer's right to other remedies, damages and choices arising out of the breach of the Agreement by Supplier. Any sums due to Buyer by way of delay or non-performance damages may be deducted from payments due to Supplier or from Financial guarantees, if any. 縱買受人可能已依本條款採取任何行動，供應商仍應就買受人可能遭受之任何損失、損害及所受請求，賠償買受人、並使其免受損害。除訂單或專用條件與條款另有規定者外，以下逾期交貨之違約金應加諸於供應商：就遲延交貨之貨物、交付標的及/或服務，每逾期一週（或不足一週之部分），按其帳單金額百分之一（1%）計算，最高以訂單總價金之百分之十（10%）為上限。此不影響買受人因供應商違反訂單而享有之任何其他權利及救濟。此外，若供應商未能達到績效標準，買受人亦有權請求訂單或本專用條款所載之違約金。雙方同意，因供應商遲延交貨或未能達到績效標準而得向供應商請求之違約金，(i) 係對買受人可能因遲延或不履行可能遭受損害所為之真實合理事前估計，不應視為罰款；且 (ii) 不應排除買受人因供應商違約而享有之其他救濟措施、損害賠償及選擇權利。任何因遲延或不履行損害而應支付予買受人之款項，得自應付予供應商之款項或財務保證（若有）中扣除。
23	Anti-Corruption Compliance 反貪腐合規性	In performing this Agreement, the parties hereby undertake to strictly comply with all applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering, that may in particular entail a public contract debarment, including the 1977 Foreign Corrupt Practices Act of the United States, the 2010 UK Bribery Act, the 2016 French anti-corruption law "Sapin", the Criminal Code and Anti-Corruption Act of Taiwan. 雙方茲此承諾，於履行本合約時，將嚴格遵守所適用之全部法律，該等法律禁止賄賂公務員與私人、關說、洗錢，且其可能特別導致公共契約之禁止往來（debarment），包括1977年美國之反海外腐敗法（Foreign Corrupt Practices Act of the United States）、2010年英國賄賂法（UK Bribery Act）及2016年法國反貪腐法（Sapin）、臺灣之刑法及貪污治罪條例。
24	Compliance With Laws -	Supplier represents and agrees that the Goods and/or Services herein described have not been and

	Sanctions - Export Control and Trade Laws 法令遵循-制裁-出口管制與貿易法規	will not be manufactured, sold, provided, priced or transported in violation of any foreign, federal, state, or local law, or any lawful order, rule or regulation issued thereunder, including but not limited to Taiwan, US, UK, and EU Export Control laws and regulations, and Taiwan, US, UK and EU Sanctions. For the avoidance of doubt, "Sanctions" shall mean the international economic and financial sanctions (i.e. trade embargoes, asset freezes and other similar restrictions on doing business with a country, territory or person) that are administered, enacted or enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), His Majesty's Treasury or any other Governmental Authority of the United States, United Nations, European Union, any member state thereof, the United Kingdom, and/or of the country of use of the Goods (the "Sanctions Authorities"). Supplier represents and warrants to Buyer that none of its Affiliates, subsidiaries, parent company, and ultimate parent company is under the scope of Sanctions, and that none of its directors, officers, and shareholders is a person that is the target of Sanctions that would prevent Supplier from performing under this Agreement in compliance with the above mentioned laws and regulations. Furthermore, Goods, Services and technical data, drawings, documents specification design and plan associated with or any derivatives therefrom, may be subject to Taiwan, US or any other relevant export control or embargo laws and regulations. 供應商聲明並同意，本合約所述貨品及 / 或服務，未曾、且將不會在違反任何外國、聯邦、州或地方之法律，或依其發布之任何合法命令、規則或法規之情況下製造、銷售、提供、定價或運送，包括但不限於臺灣、美國、英國及歐盟之出口管制法律與法規，以及臺灣、美國、英國及歐盟之制裁。為避免疑義，「制裁」應指由美國財政部外國資產管制辦公室（「OFAC」）、英國財政部、或美國、聯合國、歐盟及其任何成員國、英國及 / 或貨品使用國之任何其他政府機關（下稱「制裁機關」）所實施、制定或執行之國際經濟與金融制裁（即貿易禁運、資產凍結及針對與某一國家、地區或個人進行商業活動之其他類似限制）。供應商向買受人聲明並保證，其任何關係企業、子公司、母公司及最終母公司均不受制裁範圍限制，且其任何董事、高階主管及股東均非制裁之對象，不會妨礙供應商遵守前述法律與法規履行本合約。此外，貨品、服務及相關之技術資料、圖面、文件規格設計與計畫，或其任何衍生物，可能受臺灣、美國或任何其他相關之出口管制或禁運法律與法規所限制。
25(a)	Data Privacy Compliance	Where in the performance of this Agreement, Supplier processes any personal data of any of legal representative, director, employee, or agent of Buyer,

	資料隱私合規性	then Supplier shall: (a) comply with all applicable laws related to privacy and data protection, including the Personal Data Protection Act of Taiwan ("PDPA") and EU General Data Protection Regulation ("GDPR"), if applicable; 若供應商於履行本合約時，處理任何買受人之法定代表人、董事、員工或代理人之個人資料，則供應商應： ：(a) 遵守全部有關於隱私權及資料保護之適用法律，包括臺灣《個人資料保護法》（簡稱「個資法」）、及歐盟《一般資料保護規則》（「GDPR」）（如適用）；
30.1	Governing Law and Language 準據法及語言	Unless otherwise set forth in the Order, this Agreement shall be governed and construed according to the laws of Taiwan, without giving effect to its conflict of law provisions. The Contract is prepared in English and Chinese Traditional language, and may be executed in counterparts, each of which shall be deemed an original. The Language of communication shall be in English. Where versions of the Contract are prepared in different languages, the English version shall prevail unless otherwise required by any rules of proceedings or local requirements to be of local language. 除訂單另有規定者外，本合約應受臺灣法管轄並據此解釋，且不適用其法律衝突規定。本合約係以英文及繁體中文所撰擬，並得以數副本簽署，每一份皆應視為正本。雙方溝通語言應為英文。本合約以不同語言撰寫時，除有任何訴訟程序規定或當地法規另有要求應以當地語言為準者外，應以英文版為準。
30.2	Dispute Resolution 爭端解決	Unless otherwise set forth in the Order, and except for any injunctive relief, all disputes or proceedings arising directly or indirectly from this Agreement shall be finally resolved by arbitration referred to Chinese Arbitration Association, Taipei in accordance with its arbitration rules in force when the Notice of Arbitration is submitted, and the seat of arbitration shall be Taipei, Taiwan and the arbitration shall be conducted in Chinese language and all written submissions of the Parties and the written decision of the arbitrators shall be in Chinese. The arbitral award is final and binding upon both parties. 除訂單另有規定或以禁制令救濟者外，一切直接或間接因本合約而生之爭議或程序，應由中華民國仲裁協會（位於臺北）依據其提交仲裁通知當時有效之仲裁規則，透過仲裁終局解決，仲裁地應為臺灣臺北，仲裁應以中文進行，且雙方當事人全部書面陳述及仲裁人之書面決定應以中文為之。仲裁判斷對雙方當事人均有最終拘束力。
31.10 (Newly)	Order of Precedence	In the event of any inconsistencies or conflict between the GTCs and these Specific T&Cs, the

added 新增)	適用之優先順位	Specific T&Cs shall prevail only to the extent of such inconsistency. 如GTC與本專用條款間有任何歧異或牴觸，本專用條款應僅於該等歧異之範圍內優先於GTC適用。 The following order of precedence shall apply: 適用優先順位應如下： i) Buyer's Order買受人之訂單 ii) Special Conditions (if any) 特殊條件(若有) iii) Specific T&Cs本專用條款 iv) General T&Cs採購之一般性條款與條件("GTC") For the avoidance of doubt, "Terms" shall mean collectively the terms contained in the Buyer's Order, Special Conditions, Specific T&Cs and General T&Cs, which together form the entire agreement between the Parties. 為避免疑義，「條款」係合指買受人訂單、特殊條件、本專用條款及GTC所含條款之總稱，其共同構成雙方當事人間之完整合約。
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2. Scope and Application範圍與適用

Unless expressly modified by this Specific T&Cs, the remaining provisions of the GTCs shall remain applicable and enforceable.

除經本專用條款明文修正者外，GTC其餘條款均仍應繼續適用且可執行。

3. Binding Effect拘束效力

By accepting the Order, the Supplier agrees to both the GTCs and the Specific T&Cs, which shall govern the contractual relationship between the Buyer and the Supplier, and all amendments contained in these Specific T&Cs shall remain in full force and effect, except as unless otherwise expressly agreed in writing.

供應商接受訂單即視為其同意GTC及本專用條款，此二者應均適用於買受人及供應商間之契約關係，且除另經雙方書面明文同意者外，本專用條款中之全部修正均繼續有完整之效力。

(The end)
(結束)

[Note to Users - For clarity:

【提供使用者之備註：為求規範明確，

Appendix 1 is the Specific Terms & Conditions that is specifically tailored for specific countries within the Republic of China (Taiwan).

附件1之专用條件與條款係專為臺灣所訂之規範。

The Special T&Cs that are only used in circumstances where there are deviations to the General T&Cs and/or Specific T&Cs.

特殊條款與條件僅於<一般性條款與條件>與/或<本专用條款>間有所歧異之情況始有適用。】