

Definitions

定義

In these General Conditions, the following terms shall have the meaning set forth below.

在本一般條款中，下列術語應具有以下含義：

“**Buyer**” means any person who has entered into a Contract with the Seller for purchase and supply of Deliverables.

“買方”是指與賣方訂立合約以購買和提供可交付成果的人。

“**Contract**” means an agreement entered into by the Buyer and the Seller for sale and supply of Deliverables, including the Seller’s order confirmation, these General Conditions, any agreed specifications or any other agreement made in writing by the parties in relation to the Deliverables.

“合約”是指買賣雙方訂立的買賣可交付物的協定，包括賣方的訂單確認書，本一般條款，雙方就可交付成果達成的商定規格或其他書面協定。

“**Deliverables**” shall mean the Goods and/or the Services, as applicable.

“可交付成果”是指適用的商品和/或服務。

“**Goods**” shall mean the goods sold and delivered by the Seller to the Buyer under the Contract.

“貨物”是指賣方根據合約出售和交付給買方的貨物。

“**Seller**” shall mean Nefab AB and/or any of its affiliates.

“賣方”是指Nefab AB和/或其關聯公司。

“**Services**” means packing, storage and other logistic services as well as any other services agreed between the parties to be sold and provided by the Seller to the Buyer under the Contract.

“服務”是指包裝，倉儲和其他物流服務，以及雙方之間同意由賣方根據合約出售和提供給買方的其他服務。

APPLICABILITY

適用範圍

1. These General Conditions shall apply on all sales and supplies of Deliverables by the Seller to the Buyer. Deviations from these General Conditions shall not apply unless agreed specifically in writing by authorized representative of the Seller.

1. 本一般條款適用於賣方向買方進行的所有可交付的銷售和供應。除非經賣方授權代表書面同意，否則與本一般條款的差異均不適用。

ORDERS

訂單

2. No Contract shall be considered as entered into until an order confirmation has been provided from the Seller to the Buyer. If the Buyer does not accept the order confirmation it must immediately notify the Seller thereof in writing. If no such notification is given by the Buyer within two (2) business days, the Buyer is bound by the price and other conditions contained in the Seller’s order confirmation.

2. 在賣方未向買方提供訂單確認之前，不得認為已訂立合約。如果買方不接受訂單確認書，則必須立即以書面形式通知賣方。如

果買方在兩（2）個工作日內未發出此類通知，則買方將受賣方訂單中包含的價格和其他條件的約束。

3. Orders by the Buyer for Deliverables may not be subject to cancellations or changes without the Seller’s written consent. The Seller reserves the right to charge the Buyer for any costs and expenses incurred in relation to cancellations or changes of orders requested by the Buyer.

3. 未經賣方書面同意，買方訂單不能取消或更改。賣方保留向買方收取因買方要求取消或更改訂單產生的任何費用和支出的權利。

DELIVERY OF GOODS

貨物交付

4. The Buyer shall with due care make a customary inspection of the Goods upon delivery and notify the Seller in writing of any defects or shortcomings immediately and in no case later than five (5) business days after the delivery of the Goods. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller of defects or shortcomings, which should reasonably have been discovered through customary inspection, in writing and within the above time limits, it loses its right to make any claim towards the Seller in respect of the defects or shortcomings.

4. 買方應在交貨後進行常規檢查，並將缺陷或不足之處以書面形式通知賣方，並且在任何情況下都不得遲於商品交付後的五（5）個工作日。該通知應包括缺陷的具體描述。如果買方未能在上述期限內以合理方式將通過常規檢查發現的缺陷或不足之處書面通知賣方，將失去就缺陷及不足之處向賣方提出索賠的權利。

5. Where a delivery term has been agreed in the Contract in relation to delivery of Goods, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term is specifically agreed, the delivery term shall be FCA (defined INCOTERMS 2020, as amended) to the place specified in the Seller’s order confirmation.

5. 如果合約中約定了貨物交付條款，則應根據合約訂立時有效的貿易條款對其進行解釋。如果未明確約定任何貿易條款，則交貨條款應為FCA（即“貨交承運人”，由修訂過的《國際貿易術語解釋通則2020》定義）將貨物發到賣方訂單中指定的地點。

6. Unless otherwise agreed in writing, the lead time stated in the Contract for delivery of Goods shall be taken as commencing on the date of the Contract.

The date of delivery shall be taken as the date on which the Goods, according to the agreed delivery term, are to be regarded as handed over.

6. 除非另有書面約定，否則合約中規定的交貨時間應從合約簽訂之日起算。

交貨期應視為按照約定的交貨條款將貨物移交的日期。

TRANSPORTATION AGREEMENTS

運輸協議

7. These General Conditions apply to all transportation agreements which the Seller concludes with the Buyer. All activities and agreements including transport are, if applicable, subject to the following, (i) for international transport by road, Convention on the Contract for the International Carriage of Goods by Road (CMR), (ii) for international transport by air, International Convention for the Unification of Certain Rules relating to International Carriage by Air (Warsaw Convention), (iii) for international transport on rail, Convention Concerning

International Carriage by Rail (COTIF), and (iv) for international transport on sea, United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (UNCITRAL).

7. 這些一般條款適用於買方與賣方訂立的一切運輸協議。所有活動和協議，包括運輸，均應適用於以下條件，(i) 國際公路運輸，《國際公路貨物運輸合同公約》(CMR)，(ii) 國際航空運輸，《統一國際航空運輸某些規則的國際公約》(《華沙公約》)，(iii) 國際鐵路運輸，《國際鐵路運輸公約》(COTIF) 和 (iv) 國際海上運輸，《聯合國全程或部分海上國際貨物運輸合同公約》(UNCITRAL)。

TOOLING AND EQUIPMENT

工具和設備

8. All the tooling and equipment used to manufacture the Goods that the Buyer has paid for separately, or that the Buyer has provided the Seller with are, and shall remain, the Buyer's sole property. The Seller shall label these items so that it is evident that they belong to the Buyer and keep a record of all tooling and equipment in its possession.

8. 買方額外購買的，或買方提供給賣方用於產品生產的所有工具和設備均為買方的財產，賣方應將其保留。賣方應為這些工具和設備貼上標籤，以顯示此類工具和設備屬於買方，並將其登記在案。

9. The Seller agrees to carry out regular maintenance at its own cost in respect of the tooling and equipment paid for or provided by the Buyer so to ensure that they are kept in proper condition and to inform the Buyer promptly of any unexpected matters relating to such tooling or equipment. Buyer shall, in respect of such tooling and equipment, be responsible for adherence to industry safety legislation, to any occupational safety regulations, and to the functionality of the tooling and equipment. The Seller shall, however, inform the Buyer if the tooling and equipment need to be altered or repaired to adhere to such regulations. Repairs and replacements of parts in the tooling and equipment, including but not exclusively, due to fair wear and tear, and for the adherence to said regulations shall be paid for by the Buyer, even if such repairs and replacements take place in connection with or as a result of regular maintenance. Such repairs, replacements and/or alterations shall be separately agreed.

9. 賣方同意對由買方購買或提供的工具和設備進行定期維護，並承擔相應的費用，以確保這些工具和設備的正常運行。此外，如有意外情況，賣方將及時通知買方。對於這些工具和設備，買方應負責遵守行業安全法規、職業安全法規，以及工具和設備的功能。賣方應通知買方是否需要更換或修理這些工具和設備，以符合規定。修理、更換這些工具和設備的零件，包括但不限於，由於合理的磨損而產生的維修，並且為遵守上述規定，買方應承擔相應費用，即使此類修理和更換是/或由於定期維護產生的。此類維修、更換和/或變更應另行協商。

10. The Seller agrees to keep such tooling and equipment for a period of six (6) months from the Buyer's last Order requiring such tooling and equipment to be utilized. The Buyer shall arrange for pick-up of such tooling and equipment, at its own expense, or pay to the Seller reasonable storage fees from the date when the aforementioned six (6) month period has passed for as long as the Seller has such tooling and equipment in its custody or a new Order (which is not insignificant) has been placed and for which such tooling and equipment can be utilized, whichever is earlier. If the Buyer opts not to, or remains silent regarding, pick-up of the tooling and equipment or does not pay for storage, the Buyer accepts that title to tooling and the equipment is automatically transferred to the Seller and that the Seller may scrap the tooling and equipment at its own

discretion at Buyer's cost. Such title transfer will occur one (1) year from the date when the last Order utilizing the tooling and equipment was placed by the Buyer.

10. 賣方同意自上一個訂單要求使用這些工具和設備起，將其保留六(6)個月。買方應自費安排這些工具和設備的提貨，或自上述六(6)個月期限屆滿之日起，若賣方依舊被要求保管這些工具和設備，或者下達新的訂單(並非無關緊要)要求繼續使用這些工具和設備(以較早者為準)賣方應支付合理的倉儲費用。若買方選擇不提貨或對這些工具和設備不予處理，或者不支付存儲費用，則買方預設將這些工具和設備自動轉讓給賣方，並且，賣方可自行處理這些工具和設備，處理產生的費用由買方承擔。自買方上一個訂單使用這些工具和設備的訂單發出之日起滿一(1)年，將進行該所有權的轉讓。

PROVISION OF SERVICES

提供服務

11. The Seller undertakes to provide the Services specified in the Contract during the service term and pursuant to the other terms and conditions set forth in the Contract.

11. 賣方承諾在服務期限內按照合約中規定的條款和條件提供服務。

12. In case the Services include storage of property of the Buyer on the Seller's premises to which the Buyer shall have access, the Buyer is not entitled to make any modifications to the facilities of the Seller. The Buyer shall, upon the request of the Seller and in connection with the entering into of the Contract, conduct a walkthrough of the relevant facilities to document the conditions thereof. At the expiration of the service term, the Buyer is liable to restore the facilities to such conditions.

12. 如果服務包括買方有權在可訪問的賣方場所內存儲財產，買方無權對賣方場所內的設施進行任何修改。買方應按照賣方要求和合約約定對有關設施進行檢驗以記錄其狀況。服務期限屆滿時，買方有責任將便利設施恢復到原有狀態。

13. In case the Services includes quality inspections of the Buyer's goods, the Seller shall, solely be liable to (i) conduct a general ocular inspection of the relevant goods; and (ii) report such defects or shortcomings which are clearly visible or easily observable by the Seller to the Buyer.

13. 如果服務包括對買方商品的品質檢驗，則賣方應獨自承擔以下責任：(i) 對相關商品進行一般的目視檢驗；(ii) 向買方報告賣方明顯可見或容易發現的缺陷或缺點。

14. Such employees, representatives, agents, contractors etc. of the Buyer, as agreed in writing with the Seller at least one business day prior to the visit, ("Permitted Visitors") will during normal business hours of the Seller be permitted access to relevant facilities on the Seller's premises in relation to the provision of the Services. The Buyer shall procure that the Permitted Visitors undertake to at all times comply with the Seller's instructions.

14. 買方的雇員，代表，代理商，承包商等，在訪問前至少一個工作日與賣方達成書面協議(以下簡稱“准入訪客”)，將被允許在賣方正常工作時間內訪問與賣方場所中提供服務的設施。買方應確保准許訪客承諾始終遵守賣方的指示。

15. In case Services are to be provided by the Seller at the Buyer's or a third party's premises, such employees, representatives, agents, contractors etc. of the Seller, as notified to the Buyer, shall be permitted access at the agreed time and place to relevant facilities at the Buyer's or third party's premises for the purpose of providing the Services. The Buyer is responsible for securing that such premises fulfill the

requirements necessary for the provisions of the Services and otherwise comply with all applicable laws and regulations, including but not limited to work environment. Delay in providing the necessary requirements from the Buyer will be subject to reasonable compensation to the Seller.

15. 如果賣方要在買方或協力廠商的場所提供服務，已通知買方的賣方雇員，代表，代理商，承包商等應被允許在約定的時間和地點訪問買方或協力廠商場所的相關設施，以提供服務。買方有責任確保此類場所滿足服務條款所必需的要求，並遵守所有適用的法律和法規，包括但不限於工作環境。如果買方延遲提供必要的要求，賣方將得到合理的賠償。

16. All right, title and interest in any of the Buyer's goods to be packed, shipped, handled, stored etc. by the Seller as part of the Services shall remain with the Buyer and any and all risk, including but not limited to loss or damage, in relation to such property shall remain solely with the Buyer.

16. 由賣方包裝、運輸、處理、存儲的買方商品其所有權和權益應歸買方所有，並且與此類財產有關的所有風險，包括但不限於損失或損壞，應完全由買方承擔。

17. The Buyer shall in relation to any property handled by the Seller as part of the Services maintain full insurance adequate to cover any such property on an “open peril” or “all risk” basis under a policy that grants a waiver of any insurers subrogation rights in relation to the Seller. Permitted Visitors should be covered by the Buyer's insurance coverage for all reasonable events or circumstances that could occur whilst at the Seller's facilities. The Seller may at any time request that the Buyer shall provide the Seller copies of its or relevant Permitted Visitors' certificates of insurance.

17. 買方應就賣方服務相關的任何財產投保以“未列明風險”或“一切風險”為基礎承保此類財產的足額保險，根據保單，保險人放棄與賣方有關的代位求償權。對於在賣方設施內可能發生的所有合理事件或情況，准入訪客應受買方保險的保障。賣方可以隨時要求買方向賣方提供其或相關的“允許訪客”的保險證書的副本。

18. Following the expiration or termination of the service term (i) the Seller shall have no obligations towards the Buyer in relation to the provided Services, including property of the Buyer on the Seller's premises (except in case of breach of the Contract by the Seller); (ii) the Seller may charge the Buyer current market price for storage (as reasonably determined by the Seller) for any property or goods of the Buyer that remains on the Seller's premises; and (iii) either party may, at its own discretion, return to the Buyer, at the Buyer's costs and risk, the property or goods of the Buyer remaining at the Seller's premises.

18. 服務期限屆滿或終止後 (i) 對於所提供的服務，賣方不再任何義務，包括買方在賣方場所內的財產（賣方違反合約的情況除外）；(ii)賣方可以以當前市場價格就保存在賣方場地內的買方財產或貨物向買方收取倉儲費（由賣方合理確定）；(iii)任一方可自行決定將留在賣方場地內的買方財產或貨物交還買方，費用和風險由買方承擔。

19. Subject to clause 42, in case the Seller fails to carry out the Services in accordance with the Contract and does not remedy such failure within thirty (30) business days following the Buyer's written notice to the Seller specifying the failure in reasonable detail, the Seller undertakes, as exclusive and only remedy, to compensate the Buyer for direct damages it has suffered due to the failure, provided that the failure is not solely of a minor significance to the Buyer.

19. 根據第42條的規定，如果賣方未能按照合約約定提供服務，並且在買方向賣方發出書面通知（詳細說明該違約行為）後三十

（30）個工作日內未對該違約行為進行補救，則賣方承諾，作為唯一的補救措施，向買方賠償由於不履行合約而遭受的直接損害，但前提是該違約對買方不具有重大意義。

20. For the avoidance of doubt, the Seller has no liability for failure in providing the Services (including delay in delivery) to the extent the failure is directly or indirectly attributable to the Buyer (including its employees and representatives) or any third party engaged by the Buyer.

20. 為免生疑問，如果未能提供服務（包括延遲交付）是由買方（包括其雇員和代表）或買方雇傭的任何協力廠商直接或間接造成的，賣方不承擔任何責任。

21. The Buyer agrees to defend, indemnify and hold harmless the Seller and its employees and representatives from and against any and all claims, loss, damage, cost or expense resulting from breach of or other non-compliance with applicable rules and regulations, the Seller's instructions in relation to Deliverables, or the general misuse of any Deliverables, including but not limited to, death, personal injury, bodily injury and damage to property and the environment.

21. 買方同意其會通過抗辯、賠償和不承擔責任的方式使賣方和賣方的員工及代表免於遭受因違反或其他不符合可適用的規則和規定、與交付的產品有關的賣方的指示，或一般性的誤用任何交付的產品而導致的任何及全部的索賠，損失、損害、成本或費用，包括但不限於死亡、人身傷害、財產損失和環境破壞。

PRICE AND PAYMENT

價格和付款

22. The applicable prices for the Deliverables are set forth in the Contract. All prices are net taxes, VAT, customs duties and other similar levies or costs, unless otherwise provided in the agreed delivery term or set forth in the Contract.

22. 增值稅，關稅和其他類似的徵費或費用，除非在約定的交貨條款或合約中另有規定，所有價格均為淨稅價。

23. Payment terms: 30 days net from the date of invoice.

23. 付款條件：發票開出之日起30天內付清。

24. Delayed payment shall carry penalty interest with 2% per month on any outstanding amount. Any part payment shall first be deducted from the penalty interest due.

24. 逾期付款的，將對未支付款項收取每月2%的違約金。任何分期付款的，首先將違約金從中扣除。

25. If the Buyer fails to pay by the due date, the Seller may suspend further performance of its contractual obligations until full payment of all outstanding invoices are made.

25. 如果買方未能在到期日付款，賣方可暫停履行其合約義務，直至所有已開票金額全部付清為止。

If the Buyer has failed to pay the amount due within 60 days after the due date, the Seller may terminate the Contract by giving written notice to the Buyer. The Seller shall furthermore be entitled to full payment for the Deliverables even if it has not been delivered in full and, in addition, to interest on late payment as well as to claim compensation for all the losses suffered.

如果買方未能在到期日後60天內支付到期款項，賣方可以書面通知買方終止合約。此外，即使尚未全部交付，賣方仍有權獲得全部價款，賣方有權獲得逾期付款的利息，並有權要求賠償所遭受的所有損失。

RETENTION OF TITLE

所有權保留

26. The Goods shall remain the property of the Seller until paid for in full, to the extent that such retention of title is legally valid.

26. 在買方支付全部貨款之前，賣方保留貨物完整所有權，該所有權保留在法律上是有效的。

INTELLECTUAL PROPERTY

智慧財產權

27. The intellectual property entailed in or related to the Deliverables shall at all times be the property of the Seller. Consequently, nothing in the Contract shall be construed as transferring any intellectual property in connection with the sale and delivery of the Deliverables. Consequently, the intellectual property entailed in the goods or in the packaging solutions provided by the Seller will never form part of a Contract and will thus always remain the sole property of the Seller, unless so expressly agreed in each individual case and the Buyer has paid separately and specifically for the specific intellectual property.

27. 與交付物相關或交付物涉及之智慧財產權始終屬於賣方的財產。因此，本合約中的任何行為都不應被解釋為與交付物有關之智慧財產權之轉讓。因此，賣方提供的貨物或包裝解決方案所涉及之智慧財產權不屬於合約的一部分，始終是賣方的財產，除非在個別情況下有明確約定，並且買方已就具體智慧財產權單獨支付了費用。

DELAYED DELIVERY OF DELIVERABLES

延遲交付

28. If the Seller finds that it will not be able to meet the agreed delivery date in relation to the delivery of Deliverables it shall notify the Buyer thereof in writing, stating the cause of the delay and indicating the date on which it expects to be able to deliver.

28. 如果賣方發現其無法在約定的交貨期限內交付貨物，應以書面形式通知買方，並說明延遲的原因及其預計能夠交付的日期。

29. Should a delivery or part-delivery of Deliverables be delayed because the Seller has materially neglected its obligations to begin work or to take other steps within such a time that it can effect delivery of the Deliverables by the due date, the Buyer shall be entitled to cancel the Contract upon giving written notice thereof to the Seller, although such cancellation may be resorted to only if the delay is of material significance to the Buyer and the Seller has realized or should have realized this.

29. 因為賣方故意或重大過失未能在合理時間開始工作或採取其他措施，導致貨物延遲交付或部分延遲交付，則買方有權在向賣方發出書面通知後取消合約，儘管這種取消是只有在遲延對買方有重大意義且賣方已意識到或本應意識到這一點時才可以實施。

The Buyer may, regardless of the cause of the delay, not cancel a Contract if it has not objected to a prolonged delivery time upon receiving notice from the Seller in accordance with clause 28. If the Buyer has raised such objection, the Seller shall have reasonable time to deliver.

買方在收到賣方根據第28條發出的通知後，如買方未反對延長交貨期，則不論延誤的原因為何，買方均可不解除合約。如果買方提出異議，則賣方應在合理的時間交貨。

30. If the Buyer does not take delivery of the Goods on the agreed delivery date, the Buyer is liable for every cost, loss and expense incurred by the Seller as if the Goods in question had been

delivered. The Seller shall, if the Goods is still in the hands of the Seller, arrange for the Goods to be stored at the Buyer's risk and expense. The Seller may also, at its sole discretion, terminate the Contract and/or claim damages for cost, loss and expense suffered in relation hereto.

30. 如果買方未在約定的交貨日期提貨，即使為瑕疵產品也視同貨物已經交付，買方應承擔賣方所產生的一切成本、損失和費用。如果貨物仍在賣方手中，賣方應安排儲存貨物，風險和費用由買方承擔。賣方也可自行決定終止合約和/或要求賠償與本合約有關的成本、損失和費用。

LIABILITY FOR DEFECTS IN THE GOODS

產品缺陷責任

31. The Seller undertakes to deliver the Goods in the condition agreed to between the parties and free from faulty design, materials and workmanship in relation to the specifications of the Goods.

31. 賣方承諾按照雙方約定的條件交付貨物，且不存在與產品參數有關的設計、材料和工藝缺陷。

32. The Goods shall be regarded as defective if not in compliance with clause 31. In case of defective Goods, the Seller shall remedy the defect by way of (at the Seller's choice) either repairing or replacing the Goods at the Seller's own cost or by refunding the purchase price paid to the Seller for such defective Goods.

32. 貨物如不符合第31條規定，應視為有缺陷。如果貨物有缺陷，賣方應通過（由賣方選擇）修理或更換貨物或退還已支付給賣方的有缺陷貨物的購買價款來補救缺陷。

33. The Seller's liability for defects does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer, nor does it cover normal wear and tear or deterioration. Furthermore, the Seller's liability does not cover defects due to mishandling, overloading or otherwise attributable to the Buyer or third parties.

33. 賣方對缺陷產品的責任不包括風險轉移到買方之後產生缺陷的情形，也不包括正常的磨損或變質。此外，因操作不當、超載或其他可歸因於買方或協力廠商的原因造成的缺陷，賣方不承擔責任。

34. The Seller's liability is limited to defects which appear within a period of three (3) months from the date of delivery of the Goods, unless the Goods is intended to be used within a shorter period of time in which case the liability is limited to defects which appear within the intended period of use.

34. 賣方僅對自貨物交付之日起三（3）個月內出現的缺陷承擔責任，如果貨物計畫在較短的時間內使用，這種情況下賣方僅對在更短的預期內出現的缺陷承擔責任。

For parts of the Goods, which have been repaired or replaced under clause 32, the Seller shall have the same liability for defects as for the original Goods for a period of three (3) months. For other parts of the Goods, the liability period referred to in paragraph one shall be extended only by the period during which the Goods could not be used due to a defect for which the Seller is liable.

對於根據第32條修理或更換的貨物的部分，賣方承擔與原貨物同樣的缺陷責任，期限為3個月。對於其他部分的貨物，第一款所述的責任期間僅延長因賣方原因導致產品存在缺陷而無法使用的期間。

Regardless of the provisions of clauses 32-38, the Seller shall have no liability for defects in any part of the Goods or any claim, cost, damage or expense related thereto for more than two (2) years from the original delivery date. In addition, the Seller shall have no liability what so ever for any defects in any Goods or any claim, cost, damage or expense related thereto (i) if Goods is used on multiple occasions and/or for multiple trips if such Goods is delivered as expendable packaging, (ii) if Goods in any way or part is used for or in transports which the Goods is not originally intended for, or (iii) the Goods in any other way is used in breach of the Buyer's instructions or for any other purpose than the Goods was originally delivered for.

無論第32-38條如何規定，賣方對所有貨物缺陷責任或與之有關的任何索賠、損失、損害或費用，自原交貨日期起超過兩（2）年的，概不負責。此外，賣方對所有貨物因下列情況存在的產品缺陷或與之有關的任何索賠、損失、損害或費用不承擔責任：（i）以消耗性包裝交付的貨物被多次使用和/或多次運輸，（ii）如果貨物全部或部分沒有按照最初約定使用或者被運輸，或（iii）貨物用途違反買方指示或未按最初目的使用。

35. After receipt of a written notice under clause 4, the Seller shall remedy the defect without undue delay. The Seller shall bear the costs as specified in clauses 32-38. Remedial work shall be carried out at a location of the Seller's choice. If the Buyer gives such notice as referred to in clause 4, and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for work and costs incurred as a result of the notice.

35. 賣方在收到第4條規定的書面通知後，應立即對產品缺陷進行補救。賣方應承擔第32-38條規定的補救費用。補救工作應在賣方選擇的地點進行。如果買方按照第4條的規定發出了通知，但是賣方並沒有發現應對其負責的缺陷，賣方有權要求買方就通知所引起的工作和費用予以賠償。

36. If remedy of the defect in the Goods requires intervention in other equipment than the Goods, the Buyer shall be responsible for any work or costs caused thereby.

36. 如果對貨物缺陷的補救措施需要介入貨物以外的其他設備，則買方應承擔由此引起的工作或費用。

37. All transports in connection with repair or replacement of Goods shall be at the Seller's risk and expense. The Buyer shall follow the Seller's instructions regarding how the transport shall be carried out.

37. 賣方應當承擔貨物修理或更換有關的運輸風險和費用。買方應遵守賣方對如何進行運輸發出的指示。

The Buyer shall bear the increase in costs for remedying a defect which the Seller incurs when the Goods are located elsewhere than at the destination stated in the Contract or – if no destination has been stated – the place of delivery.

如果貨物位於合約約定地點以外的其他地方，或者沒有指定交貨地點，則買方應承擔所造成的缺陷補救費用增加的部分。

38. If the Seller fails to fulfil its obligations under clause 35 within a reasonable time, the Buyer may by written notice require it to do so within a final time period. If the defect is substantial or if the defect is not remedied within the final time period, the Buyer may instead terminate the Contract by written notice to the Seller.

38. 如果賣方未能在合理時間內履行第35條規定的義務，則買方可以書面通知要求其在最後期限內履行義務。如果賣方對於缺陷無法彌補，或者在最後期限內仍無法彌補，則買方可以書面通知賣方終止合約。

39. The Seller shall have no liability for defects save as expressly set forth in clauses 32-38.

39. 除第32-38條明確規定外，賣方對其他缺陷不承擔任何責任。

LIMITATION OF LIABILITY

責任範圍

40. The Seller shall have no liability for damage to property or physical persons caused by any Deliverable. If a third party lodges a claim for compensation against the Seller or the Buyer for loss or damage referred to in this clause, the other party shall forthwith be notified thereof in writing.

40. 賣方對交付物造成的他人財產或人身損害不承擔責任。如果協力廠商向賣方或買方要求賠償本條所述的損失或損害，則應立即書面通知另一方。

41. It is acknowledged and agreed that the representations and warranties set forth in these General Conditions in relation to the sale and supply of the Deliverables are exclusive and in lieu of all warranties of quality and performance, written, oral or implied, whether in contract tort, negligence, strict liability or otherwise. All other representations or warranties, including but not limited to any future performance warranties and any implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

41. 雙方承認並同意，本一般條款中關於銷售和供應可交付物的陳述和保證是排他的，可以代替所有書面的、口頭的或暗示的品質保證和性能保證，無論是合約侵權、過失、嚴格責任或其他原因。特此拒絕所有其他陳述或保證，包括但不限於將來的性能保證以及對適銷性和針對特定目的適用性的任何暗示保證。

42. In no event shall the Seller be liable for any consequential or indirect damages, including, but not limited to, costs for third parties (e.g. end customers), loss of profit, loss of goodwill, cost of capital and costs incurred in connection with substitute sources of supply. Furthermore, in no event shall the aggregate liabilities of the Seller exceed the purchase price actually paid by the Buyer to the Seller with respect to the Deliverables in question.

42. 賣方在任何情況下均不對任何間接損失負責，包括但不限於協力廠商（例如最終客戶）的費用、利潤損失、商譽損失、資本成本以及與替代供應源有關的費用。此外，在任何情況下，賣方的損害賠償總額都不應超過買方就有關交付物實際支付給賣方的購買價。

GROUND FOR RELIEF (FORCE MAJEURE)

不可抗力

43. The following circumstances shall constitute grounds for relief if they impede the performance of the Contract or makes performance unreasonably onerous and could not reasonably be foreseen: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause.

43. 下列情形應當構成不可抗力，如果它們妨礙了合約的履行或者使履行合約變得不合理的繁重並且也不能被合理的預見：勞資糾紛和其他當事人無法控制的情況，例如火災，戰爭，遊行或同等範圍的軍事征招、徵用、扣押、沒收、貿易和貨幣限制、暴動、民眾暴亂、交通限制、材料普遍短缺、電力供應不足以及分包商因受本條款所述情形影響造成的缺陷或交貨延遲。

44. The party wishing to claim relief under clause 43 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

44. 希望根據第43條要求救濟的一方應立即將無法履行的情況書面通知另一方。

If grounds for relief prevent the Buyer from fulfilling its obligations, the Buyer shall reimburse the expenses incurred by the Seller in securing and protecting the Goods.

由於出現不可抗力導致買方無法履行其義務的，則買方應補償賣方為保護貨物而產出的費用。

45. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party, if performance of the Contract is delayed more than six months by reason of any grounds for relief as described in clause 43.

45. 儘管一般條款另有規定，但由於第43條所述的不可抗力導致合約的履行被延遲超過六個月的，則任何一方均有權發出書面通知告知另一方終止合約。

CONFIDENTIALITY

保密

46. All information exchanged or otherwise transferred between the parties during the term of the Contract shall be treated as confidential, not be disclosed to any third parties and only used for the purposes of the Contract.

46. 雙方在合約期限內所獲得的資訊均應視為機密，不得透露給任何協力廠商，且該資訊僅適用於本合約所約定的目的。

DISPUTES, APPLICABLE LAW

爭議及法律適用

47. Any dispute, controversy or claim arising out of or in connection with these General Conditions and any Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of Chinese Arbitration Association, Taipei. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Taiwan. The language to be used in the arbitral proceedings shall be Chinese.

47. 由本一般條款和合約引起的爭議、違約、終止或無效等，應當根據中華民國仲裁協會的仲裁規則通過仲裁解決。仲裁庭應由三名仲裁員組成。仲裁地點應為台灣。仲裁程式中使用的語言為中文。

48. Taiwan substantive law shall apply for these General Conditions and Contracts as well as any disputes relating to these. The contractual language is English and Chinese, if there are any conflicts or difference between the English and Chinese, the English shall prevail.

48. 台灣實體法應適用於本一般條款和合約以及與此有關的其他爭議。合約語言為英文和中文，如果在英文和中文的意義方面有衝突，以英文為準。

DATA PROTECTION

資料保護

49. Data subject to data protection laws may be provided by the Buyer to the Seller and will in such case be processed by the Seller in order to manage the existing business relationship between the Buyer and the Seller, to provide the Deliverables and related products and services, and for administrative and

marketing purposes. The Seller shall only process the data in accordance with applicable law. Upon written request, the Seller will correct any data that is incorrect, incomplete or misleading. The Seller will also, once per year and free of charge upon written request, give information on what personal data that is processed about the requesting registered company or person.

49. 為了管理買方與賣方之間的現有業務關係，以及提供交付物和相關產品和服務，並且為了行政和行銷目的，受資料保護法律約束的資料可由買方提供給賣方，賣方將對資料予以處理。賣方應根據適用的法律處理資料。根據書面的要求，賣方將糾正不正確、不完整或有錯誤的資料。賣方還將根據書面請求每年向買方免費提供一次處理過的有關申請註冊公司或個人的資料資訊。

50. Should the Seller under applicable law be considered as a personal data processor on behalf of the Buyer, the Seller undertakes to take appropriate technical and organizational measures to protect the data as required by applicable law.

50. 如果賣方根據適用法律被視為代表買方的個人資料處理者，則賣方應根據適用法律要求採取適當的技術和組織措施來保護相關資料。