

The general terms and conditions below shall apply to this Purchase Order unless (i) the front page of this Purchase Order identifies a master, framework or other applicable agreement ("Master Agreement") or (ii) a Master Agreement is not identified but in fact exists between the Parties and/or their Affiliates and is intended to apply to this Purchase Order, in both such cases the terms and conditions of that Master Agreement shall apply to this Purchase Order.

以下一般條款及條件適用於本採購訂單(Purchase Order)，除非(i)本採購訂單的首頁訂有主合約、框架協定或其他適用協議(“主合約”)或(ii)無主合約但事實上存在於雙方及/或其關係企業之間並旨在適用於本採購訂單。在這兩種情況下，該主協議的條款和條件應適用於本採購訂單。

## 1. GENERAL TERMS AND CONDITIONS OF PURCHASE

This Purchase Order from Buyer is for the Goods and/or Services described on the front page and incorporates these general terms and conditions of purchase ("Terms"). Seller is deemed to accept and acknowledge the Purchase Order and the Terms, whichever is earlier, (a) by signing and returning these Terms, (b) by electronic acceptance via email or Buyer's system, or (c) by delivering any the Goods to the specified delivery address or performing the Services. If Seller does not object to Buyer on any terms of Purchase Order within 14 days of the issuance of Purchase Order, it is deemed to acknowledge and accept the Purchase Order and the Terms.

This Purchase Order and these Terms embody the entire understanding between the Parties and supersede all other prior understandings and agreements, oral or in writing, between the Parties with respect to the Goods and/or Services, and may be amended only by a written agreement signed by both Parties that expressly refers to this Purchase Order. No terms or conditions endorsed upon or contained in Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of or replace the Terms and Seller waives any right which it otherwise might have to rely on such terms and conditions. Seller shall include the reference number of this Purchase Order and the name of Buyer's contact person in all documentation and correspondence relating to this Purchase Order. In accepting this Purchase Order, Seller agrees to these Terms unless a Master Agreement is applicable (as specified above).

### 1. 一般購買條款和條件

此買方提供之採購訂單係供首頁上所描述的商品和/或服務使用，並納入一般購買條款及條件(“一般條款”)。當賣方(a)簽署並寄回一般條款、(b)以電子郵件或透過買方系統接受，或(c)將任何貨物交付予指定的送貨地址或履行服務時，將視為其已接受並了解採購訂單及一般條款(以較早者為準)。若賣方在寄出採購訂單後14天內，未反對採購訂單的任何條款，買方則視為已確認並接受採購訂單及一般條款。

本採購訂單及一般條款係雙方之間的完整協定，並取代雙方間關於貨物及/或服務的所有其他口頭或書面的先前之協議及了解，並且僅得由雙方經明確提及本採購訂單之書面協議方式進行修改。賣方報價、確認、或接受訂單，規格或類似文件係無法成為一般條款之部分或將其取而代之，賣方拋棄任何其可能援用類似條款及條件之所有權利。賣方應在與本

採購訂單有關的所有文件和信函中包括本採購訂單的參考編號和買方聯繫人的姓名。在接受本採購訂單時，賣方同意一般條款，除非有一主合約適用之情形（如上所述）。

## 2. DEFINITIONS

In these Terms, the following definitions shall apply:

"Affiliate" means any entity which controls, is controlled by, or is under common control with, the relevant party; and "control" and variants thereof means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

"Buyer" means the buyer of the Goods and/or Services identified on the front page of this Purchase Order.

"Goods" means the goods described in this Purchase Order.

"Intellectual Property Rights" means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including any extensions or renewals), rights affording equivalent protection to copyright, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items.

"Paragraph" means a paragraph of these Terms.

"Party" means Buyer or Seller, collectively the "Parties".

"Sanctions" means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departments of State or Commerce or any other US government authority, the United Nations Security Council, the European Union, Switzerland or other such Sanctions authority in a jurisdiction of relevance to this Purchase Order or Master Agreement.

"Seller" means the seller of the Goods and/or Services identified on the front page of this Purchase Order.

"Seller's Materials" means all Seller's own proprietary methodologies, techniques, processes, inventions, innovations, concepts, know-how, branded products or components which are identified and notified as Seller's

Materials to Buyer and that are not the results of Services performed under this Purchase Order nor constitute Work Product.

"Seller Personnel" means employees, agents and fulltime equivalent contractors of Seller, Seller's Affiliates and subcontractors.

"Services" means the services described in this Purchase Order.

"Work Product" means processed materials and/or ideas in final form, as specified in this Purchase Order, that may include without limitation, reports, surveys, drawings, designs, design files, sketches, concepts, photographs, processes, plans and recommendations prepared or developed by

Seller's Personnel for, and submitted to Buyer through the provision of the Services. Work Product excludes Seller's Materials.

## 2. 定義

在一般條款中，適用以下定義：

“關係企業”係指控制相關締約方、受相關締約方控制、或係有共同控制方的任何法律實體；且“控制”及其同義詞係是指透過所有權、契約、或其他方式直接或間接指示(direct)另一法律實體事務(affairs)之能力。

“買方”係指本採購訂單首頁上標明的貨物及/或服務之買方。

“貨物”係指本採購訂單中敘述之貨物。

“智慧財產權”是指任何國家或管轄地內之專利、發明、商業秘密和其他著作權（包括任何延長或延展）及專有技術之權利，與著作權具有同等保護的權利，數據庫權利，經註冊之設計、設計權、工業設計及實用模型、商標、商品名稱、商業名稱、商業外觀、標誌，網域名稱，以及一切上述之註冊或上述項目之申請。

“段落”係指此條款之段落。

“締約方”係指買方或賣方，統稱為“締約方”。

“制裁”係指由美國財政部海外資產控制辦公室、美國國務院、美國商務院或任何其他美國政府機關、聯合國安全理事會、歐盟、瑞士、或其他具有與本採購訂單與主合約相關之管轄權之制裁主體，實施、管理或執行任何經濟上或財政上之制裁或貿易禁運。

“賣方”係指本採購訂單首頁上註明之貨物及/或服務的賣方。

“賣方資料（材料）”係指所有經標示並告知係賣方具有所有權之方法、技術、流程、發明、創新、概念、專有技術、品牌產品或組件。

向買方提供的資料，且不是根據本採購訂單履約服務之結果，且亦也不構成工作產物。

“賣方人員”係指賣方、賣方關係企業及分包商之員工、代理商及與相當於正職者之承包商。

“服務”係指本採購訂單中描述的服務。

“工作產品”指本採購訂單中規定的最終型態的加工材料及/或創意，其得包括但不限於由賣方人員準備或開發，並經提供之服務提交予買方報告、調查、圖片、設計、設計文件、草圖、概念、照片、流程、計劃及建議。工作產品不包括賣方的材料。

## 3. PURCHASE OF GOODS:

3.1 Seller warrants that (a) the Goods shall be free from any liens or encumbrances on title that could affect the right of Seller to transfer title of the Goods to Buyer; (b) the Goods shall meet all specifications, standards, procedures, methods or systems referenced in this Purchase Order; (c) the Goods shall be free from any defects in design, workmanship or materials; (d) the Goods shall be suitable for normal commercial use; (e) the Goods shall not infringe any Intellectual Property Rights; and (f) the Goods shall be manufactured, packaged and labeled in accordance with this Purchase Order and all laws, regulations, and standards of the country or countries of manufacture, distribution, and intended use, as well as any policies and codes of business conduct of which Buyer notifies Seller, including but not limited to, labor and employment, transport, data protection, environmental, competition and fair market practices laws, and, if applicable, laws and regulations governing the manufacture of tobacco products.

### 3. 商品之購買:

3.1 賣方保證：(a) 無影響賣方將貨物所有權轉讓給買方的權利上之任何留置權或產權負擔；(b) 貨物應符合本採購訂單中提及之所有規格，標準，程序，方法或系統；(c) 貨物不得有任何設計，工藝或材料上之瑕疵；(d) 貨物符合正常商業用途；(e) 貨物不得侵犯任何智慧財產權；(f) 貨物應按照本採購訂單以及製造，分銷和預期用途的國家/地區的所有法律，法規和標準以及任何買方通知賣方之政策及商業行為，包括但不限於勞動和就業，運輸，數據保護，環境，競爭和公平市場慣例法，以及適用的煙草製品生產之法律規定。

3.2 Seller shall deliver the Goods and shall bear all costs of delivery, including freight, insurance, and suitable packaging. For any Goods that cross international borders for delivery, the Goods shall be sent Delivered Duty Paid (DDP) (INCOTERMS 2010), unless otherwise specified in this Purchase Order. Seller shall insure the Goods at Seller's expense until delivery. Subject to the provisions of Paragraph 3.4, title and risk of loss shall pass from Seller to Buyer upon delivery in accordance with these Terms.

3.2 賣方應交付貨物並負擔所有交付成本，包括運費、保險和合適之包裝。對於任何跨境運輸貨物，除非本採購訂單另有規定外，貨物應以 Delivered Duty Paid (DDP) (INCOTERMS 2010) 條件運送。賣方應自費為貨物投保，直至完成交貨。在符合第 3.4 條規定之前提下，所有權及損失風險應依一般條款，在交付時由賣方轉移給買方。

3.3 Seller shall deliver the Goods at the time and place specified in this Purchase Order. In the event of late delivery, Buyer may cancel this Purchase Order with no obligation or liability to Seller except as provided in Paragraph 3.7, even if Buyer has already received the Goods. Alternatively, Buyer may allow Seller additional time to make delivery, without waiving any right to damages against Seller. Buyer reserves the right to claim damages and interest from Seller in the event of late delivery and in the event of any defect in performance by Seller hereunder that causes loss or expense to Buyer.

3.3 賣方應在本採購訂單中指定的時間和地點交付貨物。若延遲交貨，買方得取消此採購訂單，除非第 3.7 條另有規定外，買方不對賣方承擔任何義務或責任，即便買方已收到貨物。或者，買方得允許賣方有額外時間進行交付，惟其不喪失對賣方主張任何損害賠償之權利。若延遲交付，及若賣方履約有任何瑕疵之發生，致買方遭受損失或費用支出者，買方保有要求賣方賠償損失及利息之權利。

3.4 Buyer may refuse any Goods that Seller delivers in excess of the quantity stated in this Purchase Order within 14 days after their delivery.

3.4 買方得在交貨後 14 天內，拒絕賣方交付超過本採購訂單中規定數量之任何貨物。

3.5 Neither receipt of, nor payment for, the Goods by Buyer shall constitute Buyer's acceptance of the Goods or a waiver of any of its rights or imply (a) that the Goods meet Buyer's specifications or requirements; or (b) that Seller has fulfilled its obligations under Paragraph 3.1.

3.5 買方之收貨或支付貨物價金，均不構成買方對貨物之接受，或直接或暗示其放棄 (a) 要求貨物符合買方的規格或需求之任何權利; 或 (b) 賣方已履行第 3.1 條規定的義務。

3.6 If the Goods are defective and/or otherwise not in compliance with Seller's warranties in Paragraph 3.1, without limiting any of Buyer's other legal rights, Buyer may reject the Goods in whole or in part, or require Seller to replace or repair some or all of the Goods at Seller's expense. Seller's warranties contained in Paragraph 3.1 shall be valid and enforceable until 12 months from the date of delivery of the Goods.

3.6 若貨物有瑕疵及/或不符合賣方在第 3.1 條中之保證，在不影響買方任何其他合法權利的情況下，買方可全部或部分拒絕貨物，或要求賣方更換或修理部分或全部貨物，且費用蓋由賣方承擔。賣方於第 3.1 條之保證，直至貨物交付之日起 12 個月，應係有效且可執行。

3.7 If Buyer cancels this Purchase Order or rejects all or some of the Goods pursuant to these Terms, Buyer shall have no obligation to Seller other than to allow Seller to collect the rejected Goods at the time and place Buyer specifies to Seller. Buyer may claim from Seller reasonable storage and insurance expenses incurred from the time that the Goods were received until Seller collects the rejected Goods.

3.7 若買方依一般條款取消本採購訂單或拒絕全部或部分貨物，買方除了允許賣方在其指定的時間及地點，由賣方收回被拒收之貨物外，無任何義務。買方得向賣方要求支付自其收到貨物至賣方取回被拒收貨物之時間內，產生的合理儲藏及保險費用。

3.8 Buyer shall have the continuing right to inspect Seller's production facilities. If Buyer determines that the quality of the Goods in the course of production does not meet the standards set by this Purchase Order or if Buyer reasonably determines that Seller will not deliver the Goods on or before the date specified, Buyer may cancel this Purchase Order at any time in whole or in part, while retaining all legal rights against Seller.

3.8 買方應持續有權利檢查賣方之生產設施。若買方確定生產過程中貨物的品質不符合本採購訂單規定之標準，抑或買方得合理確定賣方未在指定日期或之前交付貨物，買方得在任何時候，取消本訂單之全部或一部份，且同時保留其對賣方採取一切法律上主張之權利。

3.9 To the extent that the use, distribution, resale or advertising of the Goods involves the use of any Intellectual Property Rights of Seller, Seller Personnel, or sub-contractors, or the manufacturer of the Goods; Buyer shall have a worldwide, royalty-free, irrevocable and indefinite right for such use of such Intellectual Property Rights in the Goods.

3.9 若貨物之使用、分送、轉售或廣告中涉及使用任何賣方、賣方人員、分包商或貨物製造商之任何智慧財產權，買方對在該貨品中之智慧財產權，應享有世界性、買斷性、不可撤銷及永久之權利。

#### 4. PURCHASE OF SERVICES:

4.1 Seller shall provide the Services in a professional, workmanlike, and timely manner. Seller warrants that the Services shall (a) conform to all descriptions and specifications provided to Buyer by Seller and (b) reflect the level of skill, knowledge and judgment required, or reasonably expected, of suppliers of comparable services. During the time the Services are being provided, Seller shall give Buyer oral and written progress reports, as Buyer may from time to time request. In the event that the Services are being provided on a time and materials basis, upon completion of the Services Seller shall submit for Buyer's acceptance a report specifying the number of hours worked and materials used. Seller shall present all Work Product in a form and manner acceptable to Buyer.

#### 4. 服務之購買:

4.1 賣方應以專業、熟練及及時之方式提供服務。賣方保證其服務應（a）符合賣方向買方提供的所有陳述及規格，及（b）具有與其他提供相似服務供應商之能力、知識、所需之判斷力、及可合理預期之技能。在提供服務期間，依買方不定時之要求，賣方應向買方提供口頭和書面進度報告。若服務是按時間及材料提供計算者，在服務完成後，賣方應向買方提交一份報告，說明工作小時數和使用的材料。賣方應以買方可接受的形式和方式交付所有工作產品。

4.2 All actions taken by Seller in performing the Services shall comply with all applicable laws and regulations, as well as any policies and codes of business conduct of which Buyer notifies Seller.

4.2 賣方在提供服務時採取之一切行為均應遵守所有適用之法律及規定，及買方告知賣方之任何商業行為準則及規範。

4.3 When Seller's work involves the use of Buyer's computers and/or work stations or networks, Seller shall ensure that Seller Personnel comply with Buyer's policies and practices concerning access to and security of such computers, work stations and networks.

4.3 若賣方工作涉及使用買方電腦及/或工作站或網絡時，賣方應確保賣方人員遵守買方關於該電腦、工作站及網絡的使用及安全之規定及政策。

4.4 If the Services fails to comply with the provisions of this Purchase Order, Buyer may (without prejudice to any other rights it may have): (a) request Seller to perform, at Seller's sole expense, such corrective or additional Services as may be necessary to remedy such failure; (b) refuse to accept any subsequent performance of the Services which Seller attempts to make; (c) terminate this Purchase Order in whole or in part without liability to Buyer; (d) purchase substitute services from another supplier; (e) hold Seller accountable for any loss and additional costs incurred; and (f) have all sums previously paid by Buyer to Seller under this Purchase Order refunded by Seller.

4.4 若服務不符合本採購訂單之規定，買方得（在不影響其擁有之任何其他權利之情況下）：(a) 要求賣方自行承擔及採取一切補正或額外服務以完成履約；(b) 拒絕接受賣方試圖採行之後續服務；(c) 全部或部分終止本採購訂單，且買方無任何責任；(d) 自其他供應商取得替代服務；(e) 由賣方負擔任何損失及額外費用；(f) 買方依本採購訂單已支付賣方之所有款項應返還其。

4.5 Subject to these Terms, Buyer shall be the sole and exclusive owner, free and clear of any liens, claims or other encumbrances of the Work Product from the time of their delivery to Buyer.

4.5 依本一般條款，買方自賣方交付日起，應為該工作產品之唯一及專屬所有權人、該工作產品無任何留置權，請求或其他產權負擔之限制。

4.6 All Work Product shall be Seller's original work, unless identified in writing as, and acknowledged to be, the work of Seller's sub-contractor or another identified third party. Seller represents and warrants that the Work Product shall not infringe any Intellectual Property Rights of any third party.

4.6 工作產品應為賣方之創作物，除非以書面形式確認，承認係賣方分包商或其他已知之第三方之作品。賣方聲明並保證工作產品不侵犯任何第三人的一切智慧財產權。

4.7 Seller hereby assigns, and shall procure that all relevant Seller Personnel and sub-contractors assign, to Buyer all Intellectual Property Rights in Work Product and waives, and shall procure that all relevant Seller Personnel and sub-contractors waive, all moral rights relating to the Work Product it or they produce. Seller shall, and shall procure that all relevant Seller Personnel and sub-contractors shall, provide all assistance reasonably required to perfect Buyer's rights under this Paragraph including executing a certificate of acknowledgement of the foregoing assignment and such other documents as Buyer shall reasonably request in order to register, establish, maintain, perfect, assert or defend any Intellectual Property Rights in such Work Product and to assert its rights in any subject matter not subject to the foregoing Intellectual Property Rights.

4.7 賣方在此轉讓並應促使所有賣方相關人員及分包商將所有工作產品之智慧財產權轉讓予買方，並拋棄該權利，並應促使所有相關賣方人員及分包商拋棄與其或其工作產品相關的所有人格權。賣方應且應促使所有相關賣方人員及分包商應提供一切合理及必要之協助，以完善買方在本條款下之權利，包括簽署轉讓上述權利之確認證書，及買方合理要求的其

他文件，以註冊，建立，維護，完善，主張或捍衛此工作產品之任何智慧財產權，及在其他事項上，主張上述智慧財產權以外的其他權利。

4.8 Seller hereby grants to Buyer and its Affiliates a non-exclusive, sub-licensable, worldwide, irrevocable, assignable, royalty-free license to use, modify or add to the Seller's Materials (or any other proprietary rights or technology contained in or relating to Work Product) to the extent necessary to allow Seller to use, manufacture and/or develop the Work Product and to be able to fully benefit from the rights granted to it hereunder.

4.8 賣方在此授予買方及其關係企業非專屬、可再授權、全球性、不可撤銷、可轉讓、買斷之授權，以使用、修改或修訂賣方資料（材料）（或與工作產品相關或其內部之任何其他財產上之權利），使賣方在必要的範圍內，使用，製造和/或開發工作產品，並能自授予之權利充分受益。

4.9 Seller acknowledges that the amounts payable by Buyer hereunder shall be good, valuable and complete consideration for the vesting of ownership in Buyer of the Work Product and the Intellectual Property Rights in the Work Product. Buyer shall retain exclusive ownership of the Work Product and related Intellectual Property Rights after termination or expiration of this Purchase Order.

4.9 賣方了解，買方依此給付之金額，係有價值及完整之約因、以取得買家工作產品之所有權及該工作產品內之智慧財產權。在本採購訂單終止或到期後，買方應保有對工作產品及相關智慧財產權的專屬所有權。

## 5. THE FOLLOWING PROVISIONS APPLY TO GOODS AND SERVICES

5.1 Seller is performing the Services pursuant to this Purchase Order as an independent contractor. Nothing contained in the Purchase Order or these Terms shall be deemed or construed to create a relationship of principal and agent or any partnership or joint venture between Buyer and Seller and Seller Personnel.

### 5. 以下條款適用於商品及服務

5.1 賣方依本採購訂單為獨立簽約者，履行本服務。採購訂單或本一般條款中的任何內容，均不得視為或解讀為在買方與賣方以及賣方人員間，建立委託人與代理人或任何合夥或合資企業的關係。

5.2 If Seller uses any Intellectual Property Rights or materials belonging to Buyer or to any Affiliate of Buyer in connection with this Purchase Order, Seller may use such Intellectual Property Rights and materials only as Buyer expressly permits or approves. Seller agrees that it shall neither derive nor receive any rights to the Intellectual Property Rights or in the materials and may not without Buyer's prior written approval, manufacture, distribute or sell, or cause to be manufactured, distributed or sold, directly or indirectly, to anyone other than Buyer or its Affiliates, any goods,



including the Goods, which display or incorporate any Intellectual Property Rights that belong to Buyer or any of its Affiliates. Seller shall return all materials supplied by Buyer to Seller upon demand or upon fulfillment of this Purchase Order.

5.2 賣方如因本採購訂單而使用任何買方所有，或任何買方關係企業所有之智慧財產權或材料，於買方明確許可或同意後，賣方始得使用該智慧財產權或材料。賣方同意其既未取得，亦未獲得任何智慧財產權或材料的任何權利，且不得未經買方事前書面同意，以直接或間接方式，製造、經銷、販售或導致製造、經銷或販售任何產品予任何買方或買方關係企業以外之人，包含任何含有或顯示屬於買方或任何買方關係企業智慧財產權之貨物。賣方應根據要求或在完成本採購訂單後，將買方提供的所有材料退還給賣方。

5.3 If required by applicable law or regulations, Seller shall register and file reports with any governmental authorities in connection with the Goods or Services provided under the Purchase Order. Such reports shall be filed in a timely and accurate manner and at Seller's sole expense. Seller shall forward copies of all reports to Buyer immediately upon filing. Seller shall provide all necessary information and assistance to Buyer in a timely and accurate manner to enable Buyer to comply with any applicable filing and registration requirements. Seller shall secure and shall maintain all necessary insurance coverage, licenses, certifications and registrations required by law.

5.3 依本採購訂單之貨物或服務，如其所適用之法律或法規有規定者，賣方應向任何有關之政府機關登記及提交報告。該報告應及時並準確提交，其費用由賣方自行承擔。賣方應在提交後，立即將所有報告的影本轉寄給買方。賣方應及時並準確的向買方提供所有必要的資訊及幫助，使買方得以遵守任何提交報告及登記所適用之規定。賣方應確保並維持所有法律所規定必要的承保範圍、執照、證照和註冊登記。

5.4 Seller shall obtain Buyer's prior written approval before subcontracting to third parties and shall fully disclose to Buyer the identity of any such sub-contractors. In contracting with third parties to supply or manufacture Goods and/or Services under this Purchase Order, Seller shall ensure that warranties received by Seller extend to Buyer. If express warranties are not received by Seller for Goods and/or Services manufactured or supplied by a third party, Seller warrants such Goods and/or Services to the same extent set out in Paragraphs 3.1 and 4.1. Seller warrants that its contractual arrangements with permitted sub-contractors shall substantially reflect these Terms. Seller remains fully liable to Buyer for any Good and/or Services manufactured or supplied by a third party.

5.4 賣方於轉包第三方前，應事先取得買方之書面同意，並應向買方充分揭露該轉包商的任何身份。為依據本採購訂單提供或製造貨物及/或服務而與第三方簽約時，賣方應確保賣方所獲得之保證效力及於買方。如賣方就第三方所提供或製造之貨物及/或服務，無法取得明示的保證，則賣方對該貨物及/或服務，應提供與第 3.1 及 4.1 段落規定相同程度之保證。賣方保證其與經同意之轉包商所為之協議，應充分反映此條款。賣方對於第三方所製造或提供的任何貨物及/或服務，仍對買方負擔全部之責。

5.5 Seller shall, and shall procure that Seller Personnel and sub-contractors shall, keep confidential all information disclosed to Seller in connection with this Purchase Order. Seller shall not disclose

any confidential information to any third party nor refer to its business relationship with Buyer for promotional or advertising purposes without Buyer's prior written consent. The aforementioned obligations are enduring and are binding both prior to and after delivery of the Goods or performance of Services.

5.5 賣方應當並應促使賣方人員及轉包商，應對所有揭露予賣方與本採購訂單有關的資訊保密。未經買方事前書面同意，賣方不應向任何第三方揭露任何機密資訊，亦不應將其與買方的商業關係用於行銷或廣告之目的。上述之義務係持續的，並於交付貨物或履行服務之前及之後均具有拘束力。

5.6 The rights and obligations of each Party may not be assigned, transferred or delegated to any other party without the prior written consent of the other Party (not to be unreasonably withheld); provided that Buyer may assign its rights hereunder to an Affiliate without the consent of or notice to Seller.

5.6 未經他方事前書面同意，任一締約方不得將其權利及義務轉讓、移轉或授予任何其他方（不得無理由的拒絕）；惟買方得不經賣方同意或毋須通知賣方，即得將以下權利讓予關係企業。

5.7 Seller shall indemnify Buyer and its Affiliates against any loss, damage, claims, costs, expenses, settlements, and judgments (including reasonable attorneys' fees) incurred by Buyer or any third party arising out of, or in connection with, any wrongful act of Seller and/or Seller Personnel or Seller's failure to comply with its obligations or warranties in these Terms.

5.7 賣方應賠償買方及其關係企業因賣方或/及賣方人員任何不法行為，或賣方無法遵循本一般條款之義務或擔保，所引起之任何損失，損害，主張，成本，費用，和解金及判決（包括合理的律師費）金額。

5.8 Seller shall at its own expense maintain employer's liability, third party liability, product liability and professional negligence insurance to cover its liabilities arising from this Purchase Order with an insurance company acceptable to Buyer and with limits of cover acceptable to Buyer. Seller shall on request provide Buyer with copies of the relevant certificates of insurance.

5.8 賣方應自行承擔維持雇主責任、第三方責任、產品責任及專業過失保險之費用，以負擔其因本採購訂單所生之責任，又該保險公司需經買方同意且其保險限額係買方可接受之額度。賣方應依要求提供買方相關保險憑證之影本。

5.9 If Seller determines that it cannot deliver the Goods or perform the Services on the delivery or performance date specified in this Purchase Order due to events beyond its reasonable control, including, without limitation; third party industrial disputes; natural disasters having widespread and significant consequences not reasonably foreseeable, war, riot, civil commotion, malicious damage, compliance with applicable law or regulation; Seller shall immediately notify Buyer.

Buyer, without liability to Seller, may at, its discretion, extend the time for delivery or performance, require Seller to use best efforts to secure substitute Goods or Services, or cancel this Purchase Order in whole or in part and source the Goods or Services from an alternative provider.

5.9 若賣方確認係因超出其合理控制範圍之事件，包括但不限於： 第三方產業糾紛、自然災害具有廣泛而重大的影響，且無法合理預見者、戰爭、暴動、民間騷亂、惡意破壞、遵守適用法律或法規，而無法在本採購訂單中指定的交貨或履約日期交付貨物或執行服務，賣方應立即通知買方。買方對賣方不承擔責任，可自行決定延長交貨或履行的時間，要求賣方盡最大努力取得替代貨物或服務，或全部或部分取消本採購訂單並採購其他提供商之貨物或服務。

5.10 Seller shall promptly deliver to Buyer an invoice for the Goods or Services after their delivery or performance to the address indicated by Buyer in this Purchase Order. Unless otherwise specified in this Purchase Order, Buyer shall pay Seller for the Goods or Services within 60 days from the date of Buyer's receipt of the invoice by bank transfer provided that the invoice accurately details the relevant Goods and/or Services and is in compliance with Buyer's requirements for invoicing. Should Seller fail to fulfill its obligations arising from this Purchase Order, Buyer reserves the right to suspend payment in whole or in part.

5.10 賣方在交付或提供服務後，應依本採購訂單中載明之地址，立即向買方發送貨物或服務的發票。除本採購訂單另有規定外，買方應在買方收到發票之日起 60 天內以銀行轉帳方式向賣方支付貨物或服務價金，惟發票應準確及詳細說明提供之相關商品及/或服務並符合買方對發票之要求。若賣方未能履行本採購訂單產生的義務，買方保留全部或部分暫停付款的權利。

5.11 Withholding Tax. In the event that the Goods provided and Services rendered by a foreign Seller is subject to Taiwan withholding taxes, it is the Seller shall be responsible for such taxes. The Buyer will withhold from the fees due to the foreign Seller the relevant amount of withholding tax payable to the Taiwan tax authority and will act as the Seller's agent to pay such amounts. Where a lower withholding tax rate applies under a tax treaty, the foreign Seller will endeavor to obtain a Tax Residency certificate from its home tax authority to be provided to the Buyer in order for the Buyer to withhold tax at the lower rate.

5.11 預扣稅。若外國賣方提供的貨物及服務應繳納台灣預扣稅，賣方則應負責此稅務義務。買方將扣除應向外國賣方支付的相關金額的預扣稅，以支付台灣稅務機關，並為賣方在支付此金額上之代理人。若根稅收協定適用較低的預扣稅稅率，外國賣方應致力於向其所在地稅務機關取得稅務居留證明並提供買方，以便買方以較低的稅率預扣稅款。

5.12 The Seller shall ensure the contact details, including official address, telephone number and individual(s) accountable for confirming master data changes and particularly bank account changes, are up to date by notifying the Buyer any changes in writing.

5.12 賣方應以書面方式通知買方，以確保聯繫方式，包括登記地址，電話號碼及主要負責總資料變更者，尤其是銀行賬戶變更均係最新的。

5.13 The Seller represents that neither it, nor any of its affiliates (nor any director, officer or to its knowledge, employee of it or any of its affiliates) nor any of its agents, is a person, or is owned or controlled by a person that is (i) the subject of any Sanctions; (ii) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities or (iii) employs, uses, procures or subcontracts any workers or labour originating from or attributable to North Korea.

5.13 賣方 聲明，賣方與其關係企業(包含賣方與其關係企業董事、經理人，或就其所知之賣方或其關係企業員工)、任何代理人，無論為自然人或受控制之自然人，均非 (i)受制裁之主體； (ii)參與任何可能觸發由相關主管機關管理之制裁之活動； (iii)雇用、使用、促使或轉包予任何來自北韓或與北韓有關係之員工或勞工。

5.14 This Purchase Order, these Terms, and all commercial relations between the Parties in connection with this Purchase Order shall be governed by and construed in accordance with Taiwan (R.O.C.) law, without regard to its conflicts of laws provisions. . The Parties to this Purchase Order hereby irrevocably submit for all purposes of or in connection with this Purchase Order to the non-exclusive jurisdiction of the courts of Taiwan (R.O.C). The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods of January 1, 1988 does not apply and that any disputes arising in connection with this Purchase Order, these Terms and all commercial relations in connection with this Purchase Order, shall be submitted to the jurisdiction of the district court of Taipei, Taiwan (R.O.C.).

5.14 本採購訂單、一般條款及雙方間與本採購訂單有關的所有商業上之關係均受中華民國（台灣）（R.O.C.）法律管轄並以其解釋，惟排除衝突法規定之適用。本採購訂單的各締約方在此同意，且不可撤銷地將所有與本採購訂單有關爭議提交中華民國法院（R.O.C）之非專屬管轄區。雙方明確同意 1988 年 1 月 1 日的“聯合國國際貨物銷售合同公約”（CISG）係不適用。任何與本採購訂單、一般條款及與本採購訂單有關的所有商業關係所生之爭議應提交台灣台北地區法院管轄。

**PERSONAL DATA PROTECTION NOTICE.** The Seller acknowledges the receipt of the data privacy notice attached to this Purchase Order or shown in the link.

**個人資料保護通知書。** 於接受本採購訂單的同時，視為賣方已接受檢附於本採購訂單或連結顯示之個人資料保護通知書。