

STANDARD TERMS AND CONDITIONS OF SALE

制式交易條款

1. **Acknowledge and Acceptance.** Unless otherwise agreed on the contrary by other signed agreement, the terms and conditions contained herein shall deem to be the exclusive agreement between Seller and Buyer and Buyer accepts all the terms and conditions contained herein by acknowledgment. Under no circumstances shall the terms and conditions contained in Buyer's order or other documents prevail this Acknowledge **知悉與接受**. 除買賣雙方另有約定，否則本制式交易條款為雙方關於買賣關係之唯一依據，買方於知悉本條款並下訂單後即接受本制式交易條款。任何其他買方之訂單或其他買方文件效力皆不大於本制式交易條款。

2. **Price and Delivery.** Prices are shown on the applicable invoice. **The delivery date and quantity shall be confirmed later by both parties and the delivery date and quantity on Buyer's purchase order shall not be legally bound.**

價格與交貨. 價格展示於相關的發票上。買方訂單上之交貨日期及數量僅供參考，實際之交貨日期及數量將另依雙方協議後確認。

3. **Payment Term.** Full payment is due promptly on receipt of the shipment without conditions unless otherwise agreed on the contrary. Payment is due regardless of performance or outcome of testing. Seller shall be entitled to interest at a up to 1.5% per month on the unpaid balance **and hold the later shipment till all the delayed payment been paid.** Seller reserves the right to charge a deposit in advance in Seller's sole discretion.

付款方式. 除非另有約定，當買方收到貨品即需付款。當買方逾期付款時，賣方保留要求按月 1.5% 之遲延利息，**賣方並得暫停後續之出貨直至買方付清逾期貨款且賣方無庸負擔遲延交貨責任**。賣方並保留收取訂金的權利。

4. **Title and Risk.** Unless otherwise agreed on the contrary, title and risk of the goods shall pass to Buyer on Seller's shipment. Buyer acknowledge that the delivery dates are estimated only and may be changed by Seller. Seller shall do its best effort to deliver in accordance with the delivery date but shall not be liable for any delay or failure to meet the estimated delivery date.

所有權及風險分擔. 除非另有約定，貨物之風險將於賣方出貨後轉移給買方。買方了解交貨日期僅係預估之日期並可能修改。賣方將盡力將貨物依雙方確認交貨日送達買方。然對沒有符合交貨日之送達行為，賣方對此不負擔責任。

5. **Inspection.** Buyer shall inspect the goods within 7 days upon receiving. Fail to inspect the goods within the aforesaid term shall deem to be acceptance for such goods. If there is any defect or non-compliance products which are visible through reasonable commercial inspection, Buyer shall promptly inform Seller for the aforesaid conditions, failures to notify Seller promptly shall deem to be a waiver to the right to claim such loss or damages occurred due to defective or non-compliance of the products.

檢查. 買方於收到貨品後七日內應完成驗收程序，逾期未完成驗收視為已完成驗收。買方若發現任何有關貨品具體的瑕疵，應即時通知賣方。任何買方發現的瑕疵而未即時通知賣方者，將視為買方放棄此瑕疵品引起對於賣方的權益。

6. **Reschedule and Cancellation.** Buyer may reschedule scheduled deliveries in whole or in part prior to 45 days upon the delivery date. Buyer may cancel the accepted orders prior to 60 days upon the delivery date. If Buyer cancelled the agreed orders within 0-60 day before the scheduled delivery date, Buyer shall be liable for the 100% of the purchase price of the goods, If Buyer rescheduled within 0-45 days before the scheduled delivery date, Buyer shall be liable for the up to 100% of the purchase price of the goods for the reschedule charge. Exclusion: Buyer shall have no right under any circumstances to cancel the orders which contained the customized products, otherwise, Buyer shall take all responsibility to compensate Seller all cost and expenses and damages if Buyer cancelled such orders. If Buyer defaults, Seller may decline to make further shipments and/or terminate Buyer's orders without any liability and without affecting Seller's rights and remedies.

更改與取消訂單. 買方可於交貨日之 45 日以前更改交貨日期；買方可於交貨日之 60 日以前取消訂單；專屬備料除外。若買方短於上述期間取消訂單，則買方需支付上述訂單之全額給賣方。若買方短於上述期間更改交貨日，則賣方保留最多要求買方支付 100% 之訂單價

進、出口、目的地管制規範遵循。賣方聲明本銷售產品、技術或軟體係遵從美國、香港或其他相關適用進、出口國之進、出口管制規範。買方亦同意遵守所有美國、香港或其他相關適用進、出口國之進、出口管制規範並於進、出口前取得美國、香港或其他相關適用進、出口國之進、出口證。

買方保證將不會出口、再出口、直接或間接出口上述產品給 (i) 任何美國政府禁運國包括但不限於古巴、伊朗、北韓、敘利亞、蘇丹以及其他任何美國政府不定期更新的禁運國 (ii) 任何個人或組織被美國政府不定期更新的拒絕出口名單 (iii) 任何終端使用目的被美國政府或其他相關出口國家限制使用的目的包括但不限於核子武器、火箭、化學或生化武器或其他可造成大量毀滅之武器。

*根據香港特別行政區《進出口(戰略物品)規例，在香港境內之交易，若交易產品屬於戰略管制物品且屬於有特別條款限制者，未有事先通知工業貿易署長並取得署長的批准，不得進一步轉口，轉售，轉讓或處理有關貨品。因此收貨者或買方應先取得轉售證方可收取此管制物品。

9. **Limited Product Warranty.** Seller warrants that the products will conform with Seller's specifications and will be free from defects in material and workmanship for 1 year upon the shipment. Seller's liability to the defective products is only to repair or replace or grant Buyer a reasonable credit for such confirmed defective products. No other liability shall impose on Seller. Any return of the products shall be subject to the RMA process issued by Seller. Seller will have no obligation for any claim of defective or non-compliance products to the extent that it results from: (i) the combination, operation or use of product with or in equipment, products, or processes not provided by Seller; (ii) modifications to products not made by or for Seller; (iii) Buyer's failure to use updated or modified products provided by Seller; (iv) Buyer's use of products other than in accordance with this Agreement and Seller's written instructions, or (v) the defective is caused by Act of God. Seller reserves the right to discontinue supply or sale of products at any time due to Seller's vendor's cause or other reasonable causes. Seller reserves the right to modify its process or performance specifications for goods due to Seller's vendor's modification and shall have no liability for such modification.

產品責任限制. 賣方保證貨品將符合賣方之規格且於出貨後一年內無材料上或製造上之瑕疵。對於雙方確認之瑕疵品，賣方僅予以更換或修理或給予折扣而不負擔其他義務。任何退回貨品需依據賣方之 RMA 程序。賣方對於下述因素造成之瑕疵不負擔責任：(1) 任何買方組成、使用了其他有瑕疵之非賣方提供之貨品於賣方之貨品中 (2) 買方自行修改貨品 (3) 買方未依賣方指示使用本貨品 (4) 因天災、事變所因此的瑕疵 (5) 因買方之因素造成之瑕疵。

賣方保留任何因賣方代理原廠停產因素而停止供貨的權利，賣方亦保留任何因賣方代理原廠更改貨品規格而更改之權利並對此不負擔責任。

10. **Intellectual Property Right.** Buyer acknowledges that Seller is the distributor of such Products and if there is any warranty issues or alleged infringed 3rd party's intellectual property rights occurred, Seller will seek Seller's vendor's assistance to verify the cause of the warranty or infringement issues and jointly solve such issues. Provided that Seller only be liable for its solely fault of such alleged infringement. Exclusion: Nevertheless, Seller's obligations above however shall not apply to claims which are (i) solely due to the compliance by Seller with any instructions or specifications given by Buyer; (ii) because Buyer combining with, adding to or modifying the products after shipment by Seller, or (iii) Buyer's failure to or not properly use materials or instructions provided by Seller that would have rendered the products non infringing. If the infringement is alleged before Seller completes delivery of the affected products under an accepted order, Seller may decline to make further shipments of the products without breaching the said order.

智慧財產權. 買方了解賣方僅為貨品之代理商，任何因使用本貨品造成之產品品質爭議或智慧財產權責任爭議，賣方都將尋求賣方之代理原廠之協助以確認責任歸屬並解決相關爭議。賣方之有關貨品智慧財產權責任將不適用於以下原因所造成者：(1) 依買方指示所

額。若買方於任何情況下欲取消或更改專屬備料之訂單，則買方需支付上述訂單之全額給賣方。若買方違約，則賣方可取消訂單而不負擔責任。

7. **Exclusion of Certain Damages.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF USE, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PRODUCTS PROVIDED BY SELLER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

損害賠償之除外規定:在任何情況下，賣方對於任何因雙方之間的交易關係所引起的買方的間接的、懲罰性的、關聯性的損失或賠償(包括商譽損失、期待利益等)皆不負擔責任。不論這樣的損失是否係因契約關係、保證、侵權行為、產品責任所引起；亦不論賣方是否被告知此損失之可能產生。

8. **Import/Export/Destination compliance.** The seller certifies that these commodities, technology or software were imported/exported in accordance with all export compliance laws of the U.S and or of Hong Kong and all other applicable jurisdictions from which an import/export or transfer originates. The buyer should also agree to comply with all import/export compliance laws of the U.S and or of Hong Kong and all other applicable jurisdictions from which an import/export or transfer originates and will apply the related US or Hong Kong or other applicable import/export license before Buyer shall import/export the regulated products from which an import/export originates.

The buyer will not export or re-export any Product, directly or indirectly, (i) to any U.S. embargoed country, including without limitation Cuba, Iran, North Korea, Syria, Sudan, and such other countries as may be subject to embargo by the U.S. from time to time; (ii) to any person or entity on a denial list published by the U.S. Government, as such list may be amended by the U.S. from time to time; (iii) for any end use that is prohibited by United States or other applicable law, including nuclear, missile, chemical biological weaponry or other weapons of mass destruction.

*In accordance with the Importation and Exportation (Strategic Commodities) Regulations of Hong Kong SAR, if the good are categorized as Strategic Commodities regulated with the Import Licence -Special Conditions, then the following terms shall comply.

No further re-export, resale, transfer, or disposal of the goods without prior notice to and approval from the Director-General of Trade and Industry when the transaction is within Hong Kong. The buyer or receiver must get the above Resale Licence beforehand to legally receive the Strategic Commodities.

造成者(2)因買方將其他侵權產品與賣方之貨品組合而致者(3)買方未依照賣方指示將產品修改為非侵權產品者。

11. **Total Liability.** SELLER'S TOTAL LIABILITY TO BUYER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED FROM BUYER FOR SUCH PRODUCTS THAT ARE DEFECTIVE OR NON-COMPLIANCE OR INFRINGED.

有限責任:賣方於任何情況下，依據本交易關係所引起之全部責任僅以買方支付給賣方關於該瑕疵品或侵權產品之總價款為限。

12. **Force Majeure.** If either party is prevented from performing any obligation hereunder by reason of fire, explosion, strike, labor dispute, casualty, accident, lack or failure of transportation facilities, flood, war, civil commotion, acts of God, any law, order or decree of any government or subdivision thereof or any other cause beyond the reasonable control of such party, then such party shall be excused from performance hereunder to the extent and for the duration of such prevention, provided it first notifies the other party in writing of such prevention.

不可抗力:任何因火災、爆炸、罷工、抗爭、水災、戰爭、政府法令、

天災等因引起的不能履行合約均非違約，當不可抗力發生時，應通知另一方且該履約的期限將因該不可抗力影響的時間而同等延長。

13. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of Taiwan, and the Taipei District Court shall be the court of competent jurisdiction for the first instance

準據法及管轄法院:本制式交易條款的準據法為台灣法律，任何因本交易關係所引起之紛爭將由台灣台北地方法院為第一審管轄法院。

14. **Assignment.** Seller may assign its rights under this Agreement by notifying Buyer.

轉讓債權:賣方可經通知買方後轉讓對買方之債權與第三人。

15. **Entire Agreement.** This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supercedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party

完整合意:除另有約定外，這份制式交易條款為雙方之間關於交易關係所引起的權利義務的完整規範而取代先前任何口頭、書面的承諾或約定。任何修改本制式交易條款的內容皆須經雙方確認同意並簽署後始生效力。