

General Terms and Conditions of Purchase

of Atotech Taiwan

阿托科技股份有限公司

採購一般條款和條件

I. Scope of Application 適用範圍

1. All of our suppliers' deliveries, services and offers are made/provided solely on the basis of these General Terms and Conditions of Purchase. They are an integral part of all contracts that we conclude with our suppliers or other contract partners (hereinafter referred to as "Supplier") regarding the deliveries or services offered by them. They are also applicable to all future deliveries, services or offers made/provided to us, even if they are not agreed to again separately.

我方供應商之所有交貨、服務及要約，皆僅依本採購之一般條款而為。該條款為我方與供應商或其他契約相對人（下稱「供應商」）所締有關渠等交貨或服務的契約之一部分。其縱未再經雙方同意，亦適用於將來一切提供給我方之交貨、服務及要約。

2. The general terms and conditions of business of our Suppliers or third parties shall not apply, even if we do not expressly reject their applicability in individual cases. Even if we refer to a document that contains general terms and conditions of business of the Supplier or a third party, this does not constitute acceptance of the applicability of those general terms and conditions.

屬於我方供應商或第三人之商業上一般條款，並無適用餘地，縱未經我方於個案中明示不予適用，亦然。縱我方援引一份含有供應商或第三人之商業上一般條款的文件，其亦不構成我方接受該一般條款之適用。

II. Purchase Orders and Orders 訂單及下單

1. All agreements made between us and the Supplier for the purpose of fulfillment of the contract are to be set forth in writing in the contract. There are no oral side agreements. The correspondence concerning contractual agreements shall but for exceptional cases occur only with our purchase department. Agreements with other departments shall re-

quire the explicit written confirmation of our purchase department.

所有我方與供應商間為履約目的所達成之合意，皆訂於書面契約中。並無其他口頭附約。關於契約上合意之通信，除特殊情形外，僅與我方採購部門往來。與其他部門有所合意者，須有我方採購部門之明示書面確認。

2. If we do not receive a written confirmation of the order within 14 days as of the date of our (purchase) order, we are entitled to revoke our (purchase) order without any claims arising against us as a result.

如果我方在我方（採購）訂單之日起 14 天內未收到訂單的書面確認，我方有權撤銷我方（採購）訂單，供應商不得因此向我方提出任何索賠。

3. If the fulfillment of our order requires special expertise or qualifications, the Supplier shall provide us with suitable certificates of competence to us along with his offer, without having to be asked to do so.

我方訂單之履行需要特別的專家或資格者，供應商毋待受有要求，即應連同其要約，一併提交適當之能力證明予我方。

III. Time of Delivery, Default 準時交貨、違約

1. Delivery times and periods which have been agreed upon shall be binding. Delivery times and periods are met if the goods which are in conformity with the contract have been received and if the services stipulated in the contract have been fully provided in each case at the place of performance.

交貨之時間及時期一經合意，即有拘束力。在各該情形中之履行地上，一旦符合契約約定之貨物已經受領，且契約所定之服務已經完整提供者，即符交貨之時間及時期。

2. If the Supplier realizes that an agreed upon delivery date or period cannot be met for any reason whatsoever, he shall without undue delay inform us in writing stating the reasons for and the expected duration of the delay. The legal consequences of a default in delivery or a delayed delivery shall remain unaffected.

供應商瞭解，合意之交貨日期或時期因某種事由而無法達成時，其應不得無故拖延地以書面通知我方，敘述遲延之理由及預

定遲延之期間。法律所定遲交之效果，不因此而受影響。

3. The Supplier is not entitled to make partial deliveries without our prior written approval. In the case of a partial delivery, the delivery documents shall indicate that a partial delivery occurs and the quantities which remain undelivered.

供應商無權不經我方事先書面同意而為部分交貨。如有部分交貨時，交貨文件應記載其為部分交貨，並記載尚未交付之數量。

4. If the Supplier is in default in the delivery and/or performance, we are entitled to calculate a contractual penalty at the rate of 0.3%, for every working day of the delay or remaining fraction thereof, this penalty cannot, however, to exceed 30% of the total contract sum. If the corresponding reserve of the right to claim is not asserted upon the acceptance of the deliveries, services or subsequent fulfillment are accepted, the contractual penalty can still be claimed until the final payment is made.

供應商違交貨及／或履約義務時，我方有權以每遲延一日或未交貨部分之契約總價的 0.3%、但最高不超過 30%，計算違約罰款。當交貨、服務或後續履行已被接受時，倘未主張相應之保留，則迨至最後付款時，違約罰款仍得主張之。

5. In the event of a delivery earlier than agreed, we can return the shipment at the Supplier's expense. If the goods are not returned in the event of an early delivery, they shall be stored on our premises at the Supplier's expense and own risk until the date of delivery to our premises agreed upon. In the event of acceptance of an early delivery, the due date for the payment of the purchase price shall be determined according to the agreed upon date of delivery.

交貨早於原定交貨期時，我方得由供應商負擔費用而退回之。如提早交貨而未退貨時，供應商應將貨物儲存於我方場所並負擔費用及風險，直至於合意之交貨日為止。提早交貨允收時，購買價格之到期日應依合意之交貨日而定。

IV. Right to Withdraw 撤回權

1. If after entering into a contract with one of our customers it becomes apparent that our

claim under such contract is at risk due to that customer's inability to fulfill his obligations under the contract, and if that customer cannot provide a security, we are entitled to withdraw from the contract with the Supplier with respect to the products which were to be used by that customer, if we have no other possibility to use these products.

如我方與我方之一客戶締約後，因客戶已乏履約能力，致我方依該約之請求權岌岌可危，且如該客戶亦無法提供擔保時，如我方無可能利用將給該客戶使用之產品，則我方有權自與供應商間之合約中撤回之。

2. In case of a withdrawal according to par. 1 the Supplier shall be entitled to an indemnification in the amount of his expenses which have become futile. This claim for indemnification requires that the Supplier cannot use the work performed under the contract with us for other purposes. There shall be no indemnification for lost profits.

依第 1 項撤回時，供應商有權請求無益費用之補償。補償請求權須以供應商無法基於其他目的而利用其依約已完成之工作為要件。所失利益不得請求補償。

V. Packaging, Transportation 包裝、運送

1. The goods to be delivered shall be packaged in a manner that is customary and reasonable in the situation. If the packaging material is not agreed upon by contractual agreement, the Supplier may only use such packaging material which is ecologically not harmful and which does not impede recycling.

即將交付之貨品，應依其情形而為通常及合理之包裝。包裝材料未經契約約定時，供應商僅得使用無害生態且無礙回收之包材。

2. If the delivery are not due to be delivered at the seat of our company, we shall receive a notice of dispatch.

倘交貨不能我方公司所在地按時交貨的，則我方應收到一份配送之通知。

3. The delivery takes place at the supplier's costs, including the costs for packaging, shipping, freight and insurance to the place of delivery. The risk of accidental loss and accidental deterioration of the goods shall be transferred to us upon delivery at the place of delivery.

交貨費用由供應商承擔，包括包裝費、運費和到交貨地點的保險費用。意外損失和意外

變質的風險應在貨物交付到交貨地點後方轉移到我方。

4. Our order number shall be indicated on all delivery papers.
我方訂單號碼應記載於交貨文件上。
5. Additional expenses for express shipping required in order to comply with a delivery date shall be borne by the Supplier.
未遵守交貨日期所需之快速運送，其額外費用由供應商負擔。

VI. Invoicing and Payment 發票及付款

1. Invoices shall be duly issued in duplicates indicating our order number. As long as these conditions are not met, invoices are not payable.
發票應開一式兩份，記載我方之訂單號碼。只要未符本一般條款，發票金額即不支付。
2. Due dates and payment periods shall not begin prior to the complete delivery to/performance at the place of the delivery address and our receipt of the invoice. Insofar as the Supplier has to provide material tests, test protocols, quality documents or other documentation, our receipt of this documentation is a prerequisite for the completeness of the delivery and performance. All payment periods in general refer to the date of receipt of the invoice.
於交貨地完成交貨／履約且我方收到發票之前，不起算到期日及付款期限。倘供應商須提供材料測試、測試規範、品質文件或其他文件時，我方收受此類文件係交貨及履約有完成之先決要件。所有付款期間，一般係從發票收受日開始計算。
3. We shall be entitled to rights of set-off and retention, as well as to the plea of non-performance, to the extent permitted by law. In particular, we are entitled to retain due payments as long as we are still entitled to claims against the Supplier arising from incomplete or defective deliveries and performances.
於法所許之範圍內，我方有權行使抵消及留置，以及不履行之抗辯。尤其只要我方仍得對供應商主張因不完全或有瑕疵的交付與履行所生之請求權，則我方即有權扣留到期之付款。

4. Unless otherwise agreed, payments shall be due within 90 days from the first working day of the following month after we receive the invoice.
除另有約定外，否則付款到期日為我方收到發票後次月的第一個工作日開始計算 90 天。
5. Payments do not constitute acknowledgement that the deliveries or performances are as stipulated in the contract.
付款，並非即係承認交貨或履約已合於契約所定。

VII. Rights in the Event of Defects, Limitations, Spare Parts and Wearing Parts 瑕疵發生時之權利；時效；備用零件及消耗性零件

1. Apparent defects can be brought forward by us within five days upon receipt of the goods, hidden defects within two weeks upon discovery.
顯然之瑕疵，可許我方於貨物受領後五日內提訴，不能即知之瑕疵，得於發現後二週內提訴。
2. The Supplier undertakes to provide spare parts and wearing parts for the products supplied to us for a period of at least 10 years after the final delivery.
供應商承諾，於最後交貨後十年內，提供我方所供產品之需的備用零件及消耗性零件。
3. If the Supplier intends to cease production of spare parts and wearing parts for the products supplied to us, he shall notify us of this immediately after the decision to cease production. This decision must be made at least 3 months before the end of production.
倘供應商欲停止生產所供產品之需的備用零件及消耗性零件，則其應於決定停產後立即通知我方。該決定至少須於停產前三個月作成。

VIII. Product Quality and Product Liability 產品品質及產品責任

1. The Supplier shall apply a quality assurance program according to the current technical and legal requirements and, if we so require, prove this to us.

供應商應依現行技術及法律規範，採用一套品質保證程序，並於我方請求時，提供予我方。

2. The Supplier shall, during the duration of this contract, maintain a product liability insurance including the risk of recall with a minimum coverage of at least 1 million EUR per case of personal injury/property damage. We are entitled to demand that the Supplier submit corresponding confirmation of coverage from his insurer.

於本契約期間內，供應商應投產品責任險，包括每一人身傷害／財產損害保有至少一百萬歐元之召回風險。我方有權要求供應商提出其保險公司出具之保險範圍確認書。

3. Insofar as we are made liable by third parties based on domestic or foreign product liability laws or based on other legal provisions, Supplier shall upon our first demand keep us exempted from such claims if and insofar the Supplier is liable for the defect which causes the liability. If we are jointly liable with the Supplier, the Supplier shall upon our first demand keep us exempted in the amount of our claim against the Supplier. The aforementioned obligations shall also apply to all expenses and costs out of necessary product recalls, including without limitation recalls under the relevant laws or regulations in Taiwan.

就第三人依國內或國外產品責任法律或其他法規，對我方為責任之請求，倘供應商應對所致責任之瑕疵負責時，其應一經我方要求，即使我方免於該項請求責任。如我方與供應商應負連帶責任，則一經我方要求，供應商即應使我方免於可對供應商求償部分之金額的責任。上述義務還適用於因必要的產品召回而產生的所有費用和成本，包括但不限於根據臺灣相關法律法規進行的召回。

IX. Liability 責任

We shall not be liable towards the Supplier, unless we acted intentionally or with gross negligence or if there is a case of compulsory liability, as in the case of injury to of life, body or health, or if there is a case of violation of essential contractual obligations. In the case of violation of essential contractual obligations, our liability shall, however, be limited to the typically foreseeable damages.

An essential contractual obligation denotes an obligation that must be fulfilled in order for proper performance of the contract to be possible at all and on the fulfillment of which the contractual partners may ordinarily rely.

除有我方故意或重大過失之行為，或存在強制性情形，例如對生命、身體或健康之侵害，或有侵害基本契約責任之情事外，我方不對供應商負責。於侵害基本契約責任之情形，我方責任限於基本上可見之損害部分。基本契約責任，係指為使契約之適當履行完全可能，及為使契約他造通常賴以滿足亦有可能，而必須實現之責任。

X. Intellectual Property Rights Rights of Use, Confidentiality, Title and Risk 智慧財產權、使用權、保密、所有權及風險

1. The Supplier warrants that the contract and its implementation, especially with regards to the use of the delivered goods, do not violate any intellectual property rights of third parties.

供應商應保證契約及其履行，特別是所交產品之使用，並不侵害第三人之任何智慧財產權。

2. The Supplier undertakes to indemnify and hold us harmless in respect of all claims asserted against us by third parties due to the infringement of intellectual property rights mentioned in par. 1 and to reimburse us for all necessary expenses incurred in connection with said claims.

供應商承諾應補償我方及使我免受第三人基於第 1 項所述智慧財產權侵害而為請求之損害，並償還我方一切與該請求有關之必要支出。

3. All documents (e.g., drawings, illustrations, calculations, descriptions), models and tools made available by us in the course of the contract shall remain our property. Any use thereof which goes beyond the contractual purpose (e.g. copying, making available to third parties) shall not be allowed to the Supplier. Upon termination of the contract, the Supplier shall upon request, return or destroy these tools, models and documents including all copies, with the exception of routine information technology back-ups or the legal obligation to retain the information. The supplier is not entitled to claim any right of retention whatsoever.

於履約中一切我方可取得之文件（例如圖片、說明、演算、描繪等）、圖示、模型及工具，皆屬我方之財產。超出契約目的之使用（例如複製、提供予第三人），皆不許供應商為之。契約終止時，供應商應盡我方之要求，退還或銷毀該工具、模型及文件，包括複製品，但常規資訊技術備份或因法律義務保留資訊的除外。供應商無權要求任何保留權。

4. In the event that the supplier produce excess or non-conforming goods based on our proprietary property stated above, the supplier shall destroy such goods and shall not use such goods for direct or indirect commercial purpose.

供應商根據我方的上述專有財產生產的超額或不符合標準的貨物，供應商必須將其破壞性處理，不可再作為直接或間接的商業用途。

5. The supplier shall not use our original materials, product information, company logo, design drawing, models and samples to design or produce similar goods for any third parties without our express written consent.

未經我方書面認可，供應商不得利用我方的原物料及產品資料、公司標誌、設計圖紙、模型和樣品為協力廠商設計或生產類似貨物。

6. The Supplier grants us a non-exclusive, transferable, worldwide license, for the software accompanying the products, including the corresponding documentation, for an unlimited period of time, with the agreed upon features, and in the scope necessary for the use as stipulated in the contract.

就合意之技術特徵，以及於契約預定使用之必要範圍內，就屬於供應範圍內之軟體，包括相應文獻，供應商皆授予我方非專屬、可移轉、全球性而無期限之特許使用權。

7. The Supplier may not disclose, without our express written consent, that he is our Supplier or inform third parties about our (purchase) orders. The Supplier shall also in writing oblige its employees, which are working on the processing or the fulfillment of our orders, to keep confidentiality, unless the employees have already by their employment contracts been obliged to maintain confidentiality. The duty to maintain confidentiality shall also apply to all knowledge, obtained in the course of the cooperation, concerning our

organization, development and other structures and/or concerning the contents of our orders, especially as to prices, amounts and conditions.

非經我方明示之書面同意，供應商不得對外揭露其係我方之供應商，或告知第三人有關我方之（採購）訂單。供應商亦應以書面，使其從事處理或執行我方訂單工作之員工負有保密之義務，除非員工已依其僱傭契約負有保密義務。於雙方合作過程中所獲得有關我方之組織、發展及其他架構，以及／或有關我方訂單之內容，特別是關於價格、數量及條款等之知識，皆有保密義務之適用。

8. The Supplier shall transfer to us the right to file for intellectual property rights for all inventions made by him or by persons retained by him in the course of the contract in order to fulfill the contract. The aforementioned granting of rights and transfer of rights shall be considered as being compensated by the price paid for the goods delivered or the services rendered.

供應商或其聘僱之人於履約過程中為執行合約所創之一切發明，供應商應將申請智慧財產權之權利讓與我方。前述權利之授與及讓與，應視為已由支付所交產品或所提供服務之價金中獲得補償。

9. Unless otherwise agreed, title and risk can be transferred to us after delivery.

除非另行約定，所有權及風險在交付後方轉至我方。

XI. Carrying out Work on our Premises 於我方場所執行工作

Persons who carry out work on our premises in fulfillment of the contract must observe the provisions of the valid company regulations. 為履約而於我方場所執行工作之人員，皆須遵守現行有效之公司規章條款。

XII. Code of Conduct, Environmental Protection, Safety 行為守則、環境保護、安全

1. We are committed to the ethical values and principles expressed in Atotech Code of Conduct. In particular, this includes compliance with the statutory regulations regarding employees, including labor law, environmental protection and industrial safety, respect of human rights, compliance with the rules of free competition, prevention of conflicts of interests and rejection of

corruption in all of its forms, whether public or private, active or passive. We rejects the payment of bribes or kickbacks of any kind, whether in dealings with Public Officials or individuals in the private sector. The Supplier confirms that it is familiar with the contents of Atotech Code of Conduct and upholds ethical values and principles equivalent to those expressed in Our Code of Conduct. In addition, the Supplier will do its best to promote these values and principles and to ensure that its own suppliers comply with them. Atotech Code of Conduct is available in the download area under www.atotech.com. The Supplier shall take reasonable attentions to prevent any situations or behaviors which may cause conflicts to the interest of us. Such obligations will apply to all performances between the Supplier and our employees, representatives and their family members as well as our other suppliers, contractors or consultants.

“Public Official” means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; An official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

我方將會遵守安美特《行為準則》中所闡述的道德價值觀和原則。特別是包括遵守有關員工（包括勞動法規）、環保、工業安全的法定規定；尊重人權；遵循自由競爭的規則；防範利益衝突和反對所有形式的腐敗，不論其是公開或私下的，亦不論其是主動或被動的。我方拒絕任何形式的賄賂或回扣，無論是與公務人員還是與私營行業的個人打交道。供應商要確認熟悉安美特《行為準則》，並堅持其中所闡述的道德價值觀和原則。供應商也要竭力向他自己的供應商推廣並要求他們遵守這些價值觀和原則。安美特《行為準則》可在以下網站下載：www.atotech.com。供應商應給予合理的關注及努力防止任何會導致與我方的利益發生衝突的行為或情況。此類義務應適用於供應商在其與我方的雇員、代表人及其家屬，以及與我方的其他供應商、訂約人或顧問之間的關係中的行為。

“公務人員”指任何國家、地區或地方政府/州，或該政府/州的部門、機構或執

行機構，或該政府/州直接或間接擁有其中大量或控股權益的企業中的當選或任命的官員、雇員或代理人；某一政黨的官員；公職候選人；以及任何國際公共機構的任何官員、雇員或代理人。

2. The Supplier agrees to comply with all applicable anti-corruption laws. This obligation includes the prohibition of unlawful payments or the granting of other unlawful benefits to Public Officials, business partners, to their employees, close family members or other partners, and the prohibition of facilitation payments to Public Officials.

2.1 To any public officials, for the use of any public official, where such payment, gift, promise or advantage would be for purposes of:

- (i) influencing any act or decision of such public official;
- (ii) inducing such public official to do or omit to do any act in violation of his or her lawful duties;
- (iii) securing any improper advantage; or
- (iv) inducing such public official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2.2 To other persons other than public officials, as long as such payment, gift, or promise or give any advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities.

供應商同意遵守所有適用的反腐敗法律。這項義務包括禁止向公務人員，商業夥伴，其雇員，親密家庭成員或其他夥伴非法付款或給予其他非法利益，以及禁止向公務人員提供便利費：

任何公務人員，如果此類好處的目的是為了：(i) 影響該等公務人員的任何行為或決定；(ii) 誘使該等公務人員違反其法定職責而執行或疏于執行任何行為；(iii) 擔保任何不正當好處；或者 (iv) 誘使該等公務人員利用其影響力，從而影響任何政府或公營企業的任何部門、機構或執行機構的任何行為或決定。

除了公務人員之外的任何個人，只要此類付款、禮物、承諾或好處的目的是為了誘使上述個人違反其法定職責而執行或疏于執行任何行為或者以其他方式執行或避免執行將會違反本協議書下的活動所適用

的法律的事項，或者是為了擔保任何不正當好處。

3. The Supplier shall warrant that: (i) it is not a whole or partially state-owned entity, directly or indirectly; (ii) no public official or close family member (including her/his spouse or partner, offspring, brothers, sisters or parents as well as her/his offspring's spouse or partner and brothers and sisters' spouse or partner) of a public official hold positions of directors, senior officials or agents of the Supplier, or owns or possesses, directly or indirectly, shares or any other beneficial interest in relation to purchase orders and/or contracts, except for any ownership, interest or position that the Supplier has disclosed to us in writing. The Supplier agrees to notify us promptly and in writing of any alteration related to said warranty and shall take appropriate steps to ensure applicable laws to be complied with.

供應商保證：(i) 其不是一個全部或部分的直接或間接的國有實體，並且(ii) 沒有任何公務人員或公務人員的近親家屬（指配偶或伴侶；其任何子女、兄弟姐妹或父母；其子女或兄弟姐妹的配偶或伴侶），擔任供應商的董事、高級職員或代理人，或直接或間接地獲得與訂單或合同相關的利益，但供應商已經以書面形式披露給我方的或者不違反反腐敗法的任何權益或職務除外。供應商應把與上述情況相關的任何變動立即通知我方，並且採取任何必要的措施確保遵守任何適用法律。

4. The Supplier agrees that all payments to the Supplier will be made only after receipt by us of a detailed and accurate invoice. We will make all payments under the purchase orders and/or contract only by bank transfer to the official bank account of the Supplier at a financial institution in the country of the Supplier's registered office.

供應商同意，只有在我方收到詳細正確的發票後，才會向供應商支付所有的款項。我方只會通過銀行轉帳到供應商在其註冊所在國金融機構的官方銀行帳戶的方式向供應商支付本協議項下的任何款項。

5. The Supplier agrees to keep accurate books, accounts, records, and invoices. We reserves the right to perform itself or through a duly authorized representative to audit at the Supplier's premises of compliance with the above stated values and principles subject to written notification, including all payments made by or on behalf of the Supplier for the performances under the purchase orders and/or contract for

compliance with anti-corruption laws. The Supplier agrees to cooperate fully in any such audit.

供應商同意保存準確的帳簿，帳戶，記錄和發票。我方保留在書面通知的情況下，親自或通過其正式授權的代表人，在供應商的辦公場所，對供應商對上述約定的價值和原則的遵循情況進行審核，但僅限於就採購訂單或合同下為遵守反腐敗法律所完成的工作而做出的一切付款進行審核的權利。供應商同意充分配合此類審核。

6. The Supplier shall warrant that the bank account as indicated in the purchase orders and/or contract and/or any invoices provided by the Supplier is owned solely by the Supplier and that no person other than the Supplier has any ownership of or interest in such account.

供應商保證，採購訂單或合同中或由供應商出具的任何發票中所提供的任何銀行帳戶僅屬於供應商，並且沒有任何其他個人擁有該銀行帳戶或其中的權益。

7. If any of the undertakings or requirements of this article have been violated or unfulfilled by the Supplier in any material respect, We shall have the right:

(i) to suspend payment and/or require reimbursement of any advance payment made under the general terms and conditions, the purchase order and/or the contract, and/or

(ii) to suspend and/or terminate the general terms and conditions, the purchase order and/or the contract for the Supplier's default with immediate effect and require reimbursement of any advance payment made under the general terms and conditions, the purchase order and/or the contract.

如果供應商違反了本條中的任何保證，或者沒有完全遵守本條中的任何保證或要求，我方有權：

(i) 暫停付款或要求退還其根據本採購通用條款和條件、訂單或合同而支付的任何預付款；或者(ii) 就供應商的違約而暫停或終止本採購通用條款和條件、訂單或合同，即時生效，並要求退還根據本採購通用條款和條件、訂單或合同支付的任何預付款。

8. In view of his responsibility for the health and safety of his employees in the workplace, the Supplier undertakes to reduce the negative effects of his activities on human beings and the environment continuously and with lasting effect. To this end, the Supplier shall, within the scope of his possibilities, set up

and refine a management system in compliance with ISO 14001.

鑒於供應商有責任給其員工提供一個健康安全的工作場所，因此供應商要承諾持續不斷努力減少其經營活動對人類和環境造成的負面影響。為此，供應商應在其責任範圍內，按照 ISO 14001 建立和完善管理體系。

9. In addition, the Supplier undertakes to provide us all relevant information about potential risks of the plants, machines, work equipment, products, chemical substances and production materials that it is to supply to us.

另外，供應商承諾提供所供應貨物潛在風險的所有資訊，即有關其向我方供應的工廠、機器、設備、產品、化學物質和生產材料的潛在風險。

10. We are entitled to terminate the contract or the purchase order in writing without prior notice, in case the Supplier significantly violates the above stated values and principles or unreasonably hinders the audit as provided above and does not implement measures to reduce the impact of the violation. The Supplier significantly violates the values and principles particularly in cases of disregard for human rights, for example child labor, discrimination as well as violations of statutory labor law, environmental and industrial safety rules and anticorruption rules.

當供應商嚴重違反上述約定的價值和原則或者不合理阻礙上述所述的審核且不採取措施以減少因上述違反行為造成的影響的，我方有權以書面形式但無需提前通知而終止合同或訂單。供應商不顧人權，譬如童工、歧視、環保和工業安全和反腐敗規制，即嚴重違反了價值和原則。

11. In the performance course of the purchase order and/or the contract, the Supplier shall comply with all applicable laws, regulations and rules concerning pollution control, waste treatment, harmful substance and environmental protection. The Supplier shall warrant and ensure us free from any liabilities out of the Supplier's non-observance of above mentioned laws, regulations and rules. The Supplier hereby guarantees that all Goods and Services under requirements of the purchase orders and/or the contract are produced and provided under all the provisions stipulated by the government concerning fair labor standard and other laws and regulations in connection with labor relationship, minimum wage and working hour.

在完成採購訂單或合同時，供應商將遵守所有適用法律、規章及規定，以及條例，包括那些與污染控制、廢物處理、有害物質及環境保護相關的法規。並且供應商將保證我方不會因供應商未遵守上述法規而負有任何責任。供應商在此保證採購訂單或合同所要求的所有貨物和服務是在遵守由政府規定的公平勞動力標準以及任何其它有關勞動關係、最低工資及工作時間的法律條款的前提下生產或提供的。

XIII. Conflict Minerals, Compliance with Regulations

衝突礦產，合規

1. The supplier acknowledges the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and in particular its minerals provision (Section 1502). The supplier also recognizes the significant legal and non-legal risks associated with sourcing wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals tantalum, tin and tungsten (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). The supplier represents, covenants, agrees and certifies for our benefit and the benefit of our customers that

供應商承認《多德-弗蘭克華爾街改革和消費者保護法案》（以下簡稱“法案”）的頒佈，特別是法案中關於礦產的條款（第 1502 節）。供應商還認識到，從剛果民主共和國和毗鄰國家（以下簡稱“剛果（金）國家”）採購黑鎢礦、硬錳礦、鈮鉭鐵礦（鈮鉭鐵礦）、黃金及其衍生金屬鈮、錫和鎢（以下簡稱“衝突礦產”）存在重大的法律和非法律風險。為了我方和我方客戶的利益，供應商聲明、承諾、同意並證明，

(a) the goods delivered to us do not contain any Conflict Mineral from the DRC countries or, if any goods delivered to us do contain a Conflict Mineral, such goods are DRC conflict free according to the Act; 交付給我方的貨物中不包含來自剛果（金）國家的任何衝突礦產，或者，交付給我方的任何貨物包含衝突礦產的，根據法案，此類貨物沒有牽涉剛果民主共和國的衝突；

(b) it has in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into goods it provides

to us; (ii) due diligence of his supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures.

供應商已制定供應鏈政策和流程，以便

(i) 對其向我方提供的貨物中所含衝突礦產的原產國進行合理調查；(ii) 必要時對其供應鏈進行盡職調查，確定來自剛果民主共和國的衝突礦產是否直接或間接支持該國的非法衝突，以及 (iii) 實施原產國調查和盡職調查程式所需的風險評估和減緩行動。

The supplier undertakes to execute such written documentation, including certifications, as we or our customers may reasonably request to confirm and certify the foregoing.

供應商承諾執行我方或我方的客戶可能合理要求的書面檔，包括證明檔，以確認和證明上述內容。

2. In the event that the delivered goods contain chemical substances that are subject to any of the following regulations, as amend from time to time:

交付的貨物中含有化學物質的，供應商需遵守下列任何法規（法規可能處於不斷修訂之中）：

- USA - Toxic Substances Control Act (TSCA)
美國-有毒物質控制法案
- Canada - Domestic Substances List (DSL)
加拿大-國內物質清單
- EU - European Inventory of Existing Commercial Chemical Substances (EINECS)/ European Inventory of Existing Commercial Chemical Substances (ELINCS)/ Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)
歐盟-歐洲現有商用化學物質名錄/歐洲已申報化學物質名錄/化學品的註冊、評估、授權和限制
- China - Inventory of Existing Chemical Substances Produced or Imported in China (IECSC)
中國-中國現有化學物質名錄
- Taiwan - Toxic Chemical Substance Control Act (TCSCA)
臺灣-臺灣地區毒性化學物質管理法
- Japan - Existing and New Chemical Substances Inventory (ENCS)
日本-日本現有和新化物質名錄
- Korea - Existing Chemicals List (ECL)

韓國-韓國現有化學物質名錄

- Philippines - Philippine Inventory of Chemicals and Chemical Substances (PICCS)

菲律賓-菲律賓化學品和化學物質名錄

- Australia - Australian Inventory of Chemical Substances (AICS)

澳大利亞-澳大利亞化學物質名錄

the supplier represents that it will take and shall take all appropriate measures to comply with, and to cause his subcontractors and suppliers to comply with, all obligations imposed by the regulations mentioned above and any future amendments thereto. The supplier shall bear all consequences of non-compliance with any of the above mentioned regulations. If chemical substances that are a component of the delivered goods will cease to be sold pursuant to a ban under any of the above mentioned regulations, the supplier shall give us at least six (6) months' prior notice, in writing, of the date such chemicals will no longer be sold.

供應商聲明將採取一切適當措施，遵守上述法規及其任何未來修正案規定的所有義務，同時促使其分包商和供應商遵守上述所有義務。供應商需承擔不遵守上述任何規定導致的所有後果。根據上述任何法規的禁令，已交付貨物中含有的化學物質將停止銷售的，供應商需至少提前六（6）個月書面通知我方此類化學物質不再銷售的日期。

3. The supplier shall defend, indemnify and hold harmless us and our customers from any breach of the supplier's obligations under this section or arising from any inaccurate or untruthful written information or documentation provided to us or our customers.

供應商需提供保護、賠償，使我方及我方的客戶免受任何違反本節規定的供應商義務的行為而產生的影響，或因向我方或我方客戶提供的任何不準確或不真實的書面資訊或檔而導致的損失。

XIV. Export Control and Customs 出口管制及關務

1. The Supplier shall comply with all requirements of the applicable national and international customs and foreign trade laws. The Supplier shall notify us in writing no later than 2 weeks after our purchase order, as well as immediately in the event of changes, of all information and data which we require for compliance with the corresponding exporting, importing, and re-exporting regulations and laws, in particular:

供應商應遵守該當之國家及國際關務與外貿法律。供應商應於我方下單後二週內，或如採購單有變更時應即刻，以書面通知我方所有關於我方要求遵守之相應的出口、進口及再出口之規章與法律等資訊，特別如下：

- all applicable export list numbers, including the Export Control Classification Number according to the US Commerce Control List (ECCN);
一切該當之出口分類號碼，包括依美國商務管制表編製之出口管制貨品號碼(ECCN)；
- the commodity code according to the current classification of commodities for foreign trade statistics and the HS (Harmonized System) code; and
依據為外貿統計及國際商品統一分類代碼(HS code)而為之現行商品分類因而作成之貨品號碼；
- the country of origin (non-preferential origin) and, upon our request, supplier declarations regarding the preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).
原產地（非優惠性原產地）及於我方要求時提出有關（歐洲供應商）優惠性原產地或（非歐洲供應商）優惠證明之供應商聲明書。

2. If the Supplier breaches his obligations pursuant to XIV.1., he shall bear all expenses and damages which we incur because of this, unless the breach of obligation was not the Supplier's fault.

供應商違反第 14.1 條所定之義務時，除該義務之違反不可歸責於供應商外，其皆應負擔因此所致我方產生之費用及損失。

XV. Security of delivery chain 交貨過程之安全

1. The supplier is entitled to the use of subcontractors solely with our prior written consent. 經我方事先書面同意，供應商才有權使用分包商。

2. The Supplier hereby agrees to (a) ensure that 供應商茲同意確保：

- all goods which are produced, stored, forwarded or carried following our order,

and which are delivered to us or taken after delivery by us

依我方訂單生產、儲存、運送或運輸，且交付給我方或於交付中為我方取得之所有產品：

- are produced, stored, prepared, processed and loaded in secure commercial premises and secure loading and shipping areas, and
係在安全的商業場所及安全的裝載與運送區域所生產、儲存、準備、加工及裝載，且
- are protected against unauthorised interference during production, storage, preparation, processing, loading and transporting,
在生產、儲存、準備、加工、裝載及運送過程中，不受無權限之干擾，
- (b) that reliable staff is employed for the production, storage, preparation, processing or working, loading and transport of such goods; and
僱有可靠的職員，從事該產品之生產、儲存、準備、加工或製作、裝載及運送；且
- (c) that business partners who are acting on our behalf are informed that they also need to ensure the supply chain security as mentioned above.
為我方利益工作之商業夥伴，受告知其亦須確保上述供貨過程之安全。

XVI. Final Provisions 最終條款

1. The place of delivery and performance for the Supplier's deliveries and services is our domicile or other location designated by us.. 供應商交付物及服務之交付地，即為我方的註冊所在地點或我方指定的其他地點。

2. Exclusive legal venue for all litigation arising from the contractual relationship with the Supplier is Taipei District Court. We retain, however, the right to alternatively choose the seat of the Supplier as place of jurisdiction. 因與供應商間契約關係所生之一切訴訟，以台北地方法院為專屬管轄法院。但我方保留選擇以供應商之所在地為法院管轄地之權利。

3. The contracts concluded by and between us and the Supplier shall be governed by the laws of Taiwan with the exclusion of the UN Sales Law (CISG).
雙方所締之契約由臺灣法管轄，並排除聯合國國際貨物銷售協定之適用。

4. The Supplier shall not assign or transfer his rights and obligations arising from the contract to third parties without our prior written consent.
供應商僅於我方事先書面同意下，始得將其契約上之權利及義務移轉予第三人。