

GENERAL TERMS AND CONDITIONS OF PURCHASE

一般采购条款和条件

1. Definitions

In these general terms and conditions of purchase (“**Terms and Conditions**”), the following definitions apply:

**Affiliate:** means, with respect to either party, any corporation, enterprise or entity Controlling, Controlled by, or under common Control with, such party, whereby “**Control**” shall mean in respect of a corporation, enterprise or entity, (a) the possession, directly or indirectly, of more than fifty percent (50%) of the shareholding interest of such corporation, enterprise or entity or (b) the relationship of control or subordination with other corporation, enterprise or entity subject to Article 369-1 of the Company Act.

**Agreement:** means any agreement, contract and/or purchase order between the Buyer as buyer and the Seller as seller on the purchase of goods and/or services (“**Products**”).

**Buyer:** means any Affiliate of Umicore that has its registered office in Taiwan.

**Taiwan:** For the purpose of these Terms and Conditions and the Agreement, means Taiwan, Pescadores, Kim-men and Machu areas.

**Seller:** means any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so.

**Umicore:** means a limited liability company (“**Société Anonyme**”) organized under the laws of Belgium, with its registered address at Rue du Marais 31, 1000 Brussels, Belgium, and registered number as 0401 574 852.

2. Acceptance

The Seller has read and understood these Terms and Conditions, and agrees that either the Seller’s written acceptance hereof or the Seller’s commencement of any work or services under these Terms and Conditions shall constitute the Seller’s acceptance of these Terms and Conditions, which shall apply to the exclusion of all terms and conditions, specifications, quotations, offers, letters, advises of dispatch, confirmations, invoices and other documents of the Seller, whether or not contained or referred to in the Agreement.

3. Price

The price payable for the Products (“**Price**”) and any other terms and conditions of purchase shall not be less favorable to the Buyer than what has been stated in the Agreement and, the Price, unless otherwise stated in a document expressly accepted by the Buyer, shall be:

- a. inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading/off-loading, carriage, insurance and delivery of the Products to the delivery address; engineering, testing, inspection, warranty, training, consultancy, management and supervision of relevant personnel, and documents and materials related to the supply of the Products, and any duties, imposts, levies or taxes (including any sales or use tax); and
- b. fixed for the term of the Agreement.

The Seller covenants that if it should at any time prior to the delivery of the Products sold hereunder sell (including but not limited to promise to sell or actually sell) similar products to the Products in similar quantities to any third party (whether or not in the same country or region as the Buyer) at lower prices, it will promptly notify the Buyer in writing of such lower prices, and the Buyer will receive the full benefit of such lower prices from the date of such sale or promise to sell

1. 定義

在本一般採購條款和條件 (“**條款**”) 中適用下列定義：

**關聯方：**指由對應的一方控制、被控制或被共同控制的任何公司、企業或實體。此處“**控制**”應指：對一公司、企業、或實體而言，(a)直接或間接擁有該公司、企業、或實體百分之五十(50%)以上股權，或(b)依據公司法第369條之1及相關規定，具有控制及從屬關係之情形。

**協議：**指買方(作為買方)和賣方(作為賣方)就貨物和/或服務 (“**產品**”) 的採購所訂立的任何協議、合同和/或採購訂單。

**買方：**指優美科旗下註冊的營業地點位於台灣的任何關聯方。

**台灣：**為本條款和協議之目的，指臺灣及澎湖、金門與馬祖地區。

**賣方：**指買方的貨物提供方、買方的服務提供方、或同意向買方提供貨物或服務的一方。

**優美科：**指一家依照比利時法律設立的有限責任公司 (“**Société Anonyme**”)。其註冊地址為 Rue du Marais 31, 1000 Brussels, Belgium，註冊號為 0401 574 852。

2. 接受

賣方已閱讀且理解本條款，並同意賣方對本條款的書面接受或依照本條款開始任何工作或服務，均構成賣方對本條款的接受，從而排除所有賣方的條款和條件、規格、報價、要約、信函、發運通知、確認、發票、和其他文檔，不論其是否包含在協議中，或在協議中提及。

3. 產品價格

產品的應付價格 (“**產品價格**”) 以及任何其他採購條款和條件，應不低於協議中所約定的對買方有利的條款和條件，並且除非另有規定且買方書面明示同意，產品價格應：

- a. 已經包含所有費用，包括但不限於包裝材料費、打包費、運輸費、裝卸費、集裝箱以及將協議產品交付至交付地點的保險費和運費，與產品供應相關的工程設計、測試、驗收、保證、培訓、諮詢、相關人員管理和監督、文檔資料等費用，以及任何關稅、捐稅、課稅或稅費 (包括任何銷售稅或使用稅)；且
- b. 在適用的協議期限內維持不變。

賣方承諾，如果在交付本條款項下所有協議產品之前，其以較低價格向任何第三人 (不管是否與買方為同一國家或地區的企業) 銷售 (包括但不限於許諾銷售或實際銷售) 相近數量的類似品，其應立即書面通知買方該等較低價格。自賣方以較低價格向任何第三人銷售或許諾銷售該等類似品之日起 (不管該第三人是否發生退貨或取消交易)，買方將同

to such third party (whether or not the third party subsequently returned such products or cancelled the sale). If the Seller has charged the Buyer for the Products at higher prices already, the Seller shall promptly refund the balance to the Buyer. No variation in the Price nor extra charges can be made (whether on account of increased material, labor or transport costs, fluctuation in exchange rates or otherwise) without the prior written consent of the Buyer.

#### 4. Payment

Payment terms shall be as agreed to by the Buyer and the Seller in writing and set forth in the Agreement. Unless otherwise stated in the Agreement, the Seller shall invoice the Buyer for each Product on or after delivery of such Product to the Buyer and the Buyer shall arrange the payment in due course from the date of receipt of the invoice if the Buyer raises no objection to the invoice. In any event, in case of any objection by the Buyer against the Products supplied or the relevant collateral obligation rendered by the Seller, the Buyer shall be entitled to the suspension of the partial or all of the payment.

Without prejudice to any other right or remedy of the Buyer, the Buyer reserves the right to offset any amount owing at any time from the Seller or its Affiliates to the Buyer or any Affiliate of the Buyer against any sums payable by the Buyer or its Affiliates to the Seller or any Affiliates of the Seller under the Agreement or any other agreement or circumstance.

#### 5. Transfer of Ownership and Risk

Notwithstanding any terms relating to delivery and freight in the Agreement, the ownership and risk of loss in the Products shall remain with the Seller until the Products are actually delivered to and accepted at the destination designated in writing by the Buyer or the personnel designated by the Buyer.

#### 6. Insurance

The Seller shall obtain and, at all times during the term of the Agreement, maintain at its own expense, with first rank insurance companies, insurance coverage as required by law or customarily subscribed to by product supplier of businesses similar to that in which the Seller is engaged (whichever has higher requirements).

In addition, during the Agreement and the Warranty Period after the expiration of the Agreement, the Seller shall take out and maintain in force (a) a public liability insurance; and (b) an extended product and/or professional liability insurance, allowing cover up to the possible maximum amounts in line with prudent business practices.

Upon the Buyer's written request, the Seller shall provide the Buyer insurance certificates including the details of the coverage provided and the policy period. The Seller shall: (a) do nothing to invalidate any insurance policy or to prejudice the Buyer's entitlement under it; and (b) notify the Buyer if any policy is (or will be) cancelled or its terms are (or will be) subject to any substantial change.

#### 7. Delivery

Time is of the essence with respect to the Agreement. Delivery on the Agreement must be made in the quantities and on the dates specified by the Buyer. The Buyer, at its discretion, may reject the early or excessive delivery of the Products.

The Seller shall properly pack, clearly label and adequately protect the

樣享受該等較低價，如賣方已經收取了買方較高的價格的，賣方應立即將差價退還給買方。不管是否基於材料、人工或運輸成本增加、匯率浮動的原因或任何其他原因，未經買方事先書面同意，產品價格均不得變動，也不得收取額外費用。

#### 4. 支付

支付條款應由買方和賣方書面約定，並明列於協議中。除非協議另有規定，賣方應在每次交付時或交付後就該批次的每一項產品向買方開具發票，買方如無異議，應在收到該等發票之日後適時安排付款。在任何情況下，買方若對於賣方所交付產品或有關附隨義務的履行有任何異議的，有權暫停部分或全部付款。

在不損害買方任何其他權利或救濟的前提下，買方保留在協議或任何其他協議或其他情形下，隨時以其或其關聯方未付給賣方或賣方關聯方的任何款項與賣方或賣方關聯方應付給買方或買方關聯方的任何款項相抵銷的權利。

#### 5. 權屬與風險轉移

儘管協議中對交付和貨運做出了相關規定，在產品實際交付至買方書面指定目的地並被買方或被買方指定之人員接受之前，產品的所有權屬於賣方，且其毀損滅失的風險均應由賣方承擔。

#### 6. 保險

賣方應就整個協議期間自費向一流保險公司購買並全程保有保險，保險範圍依據有關法律規定或參照從事賣方同類業務的產品供應商所適用的慣例（以更高要求者為準）。

此外，協議期間以及協議到期後的產品保固期內，賣方應投保並保持如下保險效力(a)公共責任險；和(b)額外產品責任險和/或職業責任險，該等保額應滿足符合審慎商業活動所需的最大可能金額。

基於買方的書面要求，賣方應當向買方提供顯示投保範圍和投保期限明細的保險證明。賣方：(a)不得導致任何保單的無效或損害上述保單項下買方的權利；且(b)應當在保單被（或可能被）撤銷或其條款發生（或將發生）實質變化時通知買方。

#### 7. 交付

就協議而言，時間為協議重要之點。協議項下的交付應依據買方要求按時並按量完成。買方可根據需要拒收提早或超額交付的產品。

賣方應對產品進行妥善包裝、標注清晰、並進行充分保

Products against damage and deterioration in transit. Unless otherwise stated in the Agreement, the Products shall be delivered during normal business hours to the Buyer's place of business or other places as may be specified in the Agreement, and be accepted by the personnel designated by the Buyer. The Seller shall ensure that each delivery is accompanied by a delivery note which is prominently displayed and which shows, inter alia, the Agreement number, date of Agreement, number of packages and contents.

The Seller shall supply the Buyer upon delivery of the Products with all operating and safety instruction, warning notices clearly displayed, and other information as may be necessary for their proper use and maintenance of the Products.

The Seller will repair, resupply or replace free of charge the Products damaged or lost in transit or during loading/off-loading or stacking, provided that the Buyer gives written notice to the Seller of the damage or losses within a reasonable time.

The Seller must deliver the Products to the Buyer within the time schedules as prescribed in the Agreement .

The receipt and/or payment of all or part of the Products shall not be construed as a waiver of any contractual or legal rights or remedies by the Buyer.

## 8. Inspection and Rejection

The Seller undertakes to deliver the Products of the quantity, quality and description which correspond strictly to the technical specifications, quantity, quality, description and any other requirements specified in these Terms and Conditions, the Agreement, and the quotation provided by the Seller to the Buyer that has been expressly accepted in writing by the Buyer, and coincide strictly with the sample accepted by the Buyer.

The Products shall be without defects and shall be new and unused. The Seller shall undertake that the Products comply with all applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the Products.

The Buyer shall have right to conduct inspection at the Seller's production premises at any time.

After delivery, the Buyer shall have the right to inspect and test Products and the Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Products. Regardless of the results of the inspection and testing by the Buyer, and whether or not the Buyer inspects or tests the Products, the warranties against nonconformity which shall be provided by the Seller in accordance with these Terms and Conditions, the Agreement and relevant laws and regulations shall not be affected. The Seller shall not claim waiver of defects liability on the grounds that the Products have been inspected, as regards the defects that cannot be verified or cannot be reasonably known immediately. The Buyer may return any nonconforming Products at the Seller's risk and expense. The right to reject shall extend to the whole or any part of a delivery.

## 9. Changes

The Buyer may at any time by written notice to the Seller request changes to the Agreement including changes in the drawings or specifications, method of

護以避免運輸過程中的損毀。除非協議另有規定，產品應在通常工作時間交付至買方營業場所或協議規定的其他場所，並經買方指定之人簽收。賣方應保證在每次交付時隨附顯著標識的發貨通知，其應特別說明協議編號、協議日期、包裹和內容數量。

賣方在產品交付時應向買方提供所有操作和安全指示、顯著標識的警告提示、以及對正確使用和維護產品所需知悉的其他資訊。

賣方就運輸或裝卸或碼垛過程中毀損或遺失的產品予以免費維修、重新供應或替換，只要買方在合理時間內書面通知賣方有關損毀或遺失情形的即可。

賣方必須在協議規定的進度要求內將產品交付買方。

對全部或部分產品的接收和/或付款，不應被詮釋為買方放棄任何約定或法定的權利或救濟。

## 8. 核對總和拒收

賣方保證所交付的產品的品質、數量和描述應當與在本條款、協議、和賣方向買方提供並經買方書面明示同意的報價單中規定的技術規格、品質、數量、描述和其他任何要求嚴格符合，並與經買方同意的樣品嚴格一致。

產品不得有缺陷，並應為全新且未經使用的。賣方應確保產品符合所有適用的有關產品製造、包裝、包裝物、以及交付的相關標準、法律法規和/或其他法律要求。

買方有權隨時進入賣方生產場所進行檢查。

交付後，買方有權核對和測試產品，賣方不得無故拒絕買方進行該等產品的核對和測試。不論買方核對和測試產品之結果為何，亦不論買方有無核對和測試產品，均不影響賣方依據本協議及相關法令所應提供之瑕疵擔保責任，且對於買方未能即時確定或不能合理即知之瑕疵，賣方亦不得以買方已經驗收為由而主張不負瑕疵擔保義務。買方可退還任何檢測不合格的產品，相關風險和費用由賣方承擔。該等拒收權適用於每個交付批次的整體或部分。

## 9. 變更

買方在任何時候均可通過書面通知賣方要求變更協議，包括對圖紙或規格、運輸方式、數量、包裝或交付時間或交

shipment, quantities, packing or time or place of delivery. In response to such request, if such changes result in additional charges, the Seller agrees to provide in three (3) working days written quotations, including any changes to the Price, shipment or delivery dates, however if no written quotations are received by the Buyer from the Seller within the above period, it shall constitute the unconditional acceptance by the Seller to the Buyer's change requests and such changes to the Agreement shall be effective upon the expiration of the above period.

Any claim or adjustment proposed by the Seller must be approved by the Buyer in writing before such proposed claims or adjustments become binding on the Buyer, otherwise, the Seller shall perform in accordance with the original Agreement.

The Seller shall notify the Buyer in writing of any changes during the term of the Agreement at least three (3) months (unless otherwise requested by the Buyer) prior to the occurrence of these changes, including but not limited to the changes of working places, technician modifications, raw materials, or any other changes that may affect the quality of the Products.

## 10. Warranty

The Seller represents and warrants to the Buyer that the Products shall be of satisfactory quality, material and workmanship, and be merchantable, free of defect in design, material and workmanship, and fit for any purpose for which they are intended and shall conform to the specifications set forth in the Agreement. In addition, the Seller represents and warrants that (a) the Products shall be adequately contained, packaged or labeled and shall conform to the affirmations of fact stated thereon; (b) the Products will comply with all statutory requirements, applicable laws and regulations, and industry standard relating to the Products and their sale, use and supply; (c) in performing its obligations under these Terms and Conditions and the Agreement, the Seller shall fully comply with all applicable laws and regulations and the Seller and its concerned Affiliates and agents, subcontractors and their personnel shall obtain and remain all the necessary qualifications and licenses for the performance of the obligations by the Seller; (d) the Products or the intended use thereof do not infringe the intellectual property rights or trade secrets of any third party; (e) any services included in the Products shall be performed in a professional manner, and at least in accordance with the most stringent applicable industry standards, and shall conform to the requirements and specifications set forth in the Agreement; and (f) according to the intended use and/or the Buyer's requirements, the delivered Products and their components, parts, accessories, packing and manufacture process shall be compliant with all the applicable laws, regulations and industrial standards (including their amendments and updates) regarding to the hazardous substances, including without limitation to the Restriction of the Use of Certain Hazardous Substances (RoHS) (Directive 2011/65/EU and its amendment Directive (EU) 2017/2102) and, the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) (Regulation (EC) No. 1907/2006). The Seller further represents and warrants that it is able to transfer, and upon the Buyer's acceptance thereof does transfer, to the Buyer good and marketable title to the Products free from any encumbrances. All the representations and warranties set forth in this Section 10 shall be in addition to any other warranties, expressed or implied, available to the Buyer. Neither inspection nor acceptance of the Products shall impair any of the foregoing warranties.

Unless otherwise agreed by the parties in the Agreement, the Seller undertakes a Warranty Period ("**Warranty Period**") for the supplied Products of

付地點的變更。作為對該等要求的回應，如有關變更造成費用增加，賣方同意在三（3）個工作日內提供書面報價，並說明任何產品價格、發貨日期或交付日期的變化，但是如買方未在前述期限內收到賣方的書面報價，應視為賣方無條件同意買方的變更要求，該等協議變更自前述期限到期後生效。

賣方的任何要求或調整必須經買方書面批准後方可對買方具有約束力，否則賣方仍應依照原有協議內容履行。

賣方應就協議期間內任何可能影響產品品質的變更，包括但不限於工作場所、技術人員變動、原材料或其他變更在該等變更發生前至少提前三（3）個月（買方另有要求的除外）書面通知買方。

## 10. 保證

賣方向買方聲明並保證，產品應滿足品質、材料、工藝、適銷性要求，不存在設計、材料、工藝缺陷，符合其目標用途，並應當與協議規格相符。此外，賣方聲明並保證 (a) 產品應充分填放、包裝或貼標，且其上所述內容應與事實相符；(b) 產品應符合與產品及其銷售、使用和供應相關的所有法定要求、適用法律法規和行業規範；(c) 為履行本條款和協議項下義務，賣方應全面遵守所有適用法律法規，賣方及其有關的關聯方、代理、協力廠商以及他們的人員應取得並保持因賣方履行義務所需的所有資質和許可；(d) 產品或其目標用途不會侵害任何第三人的智慧財產權或營業秘密；(e) 與產品相關任何服務應以專業方式履行，且應至少符合所適用的最嚴格的行業標準，並應符合協議規定的要求和規格；且(f) 根據產品的目標用途和/或買方的要求，所供產品及其元件、零部件、配件、包裝、製造工藝等應符合所有適用的涉及有害物質使用的法律法規及行業標準和其修正案和更新版本，包括但不限於：限制使用某些有害物質指令 (RoHS) (指令 2011/65/EU 和其變更案指令 (EU) 2017/2102) 以及化學品註冊、評估、許可和限制法規 (REACH) (法規 (EC) 1907/2006)。賣方進一步聲明並保證其能夠向買方轉讓，並能夠經買方同意後實施向買方轉讓，有效的並可流通的所有產品的所有權，且產品不存在任何權利負擔。在第 10 條項下的所有的聲明和保證的基礎上，買方可以一併適用其他明示或默示的保證。對產品的檢驗或接受均不得損害任何前述保證。

除非雙方在協議中另有約定，賣方就所供產品承諾為期一（1）年的保固期（“**保固期**”），自產品交付並經買方接

one (1) year, starting from the acceptance by the Buyer of such Products upon delivery. However, (a) a longer term of warranty shall be prevailingly applied as Warranty Period once recommended by the applicable laws, regulations and industrial standards; and (b) in case of any replacement, replenishment or resupply of any Products, their corresponding Warranty Period shall be restarted upon the acceptance thereof by the Buyer. During the Warranty Period, the Seller shall warrant to arrange professional personnel to solve quality issue notified by the Buyer on site, within one (1) working day upon receiving such notice by the Seller.

#### 11. Limitation on Damages

The Buyer's liability and the Seller's recovery, for any injuries, losses, damages, expenses, costs or other liabilities arising out of the cancellation of the Agreement by the Buyer, any breach of these Terms and Conditions and the Agreement by the Buyer, or the Buyer's other acts or omissions (including negligence) shall be limited to the lesser of (a) the actual and direct losses incurred by the Seller for its manufacture and/or delivery of the Products in question prior to such cancellation, breach, or other acts or omissions, or (b) the Price of the concerned Products. In no event shall the Buyer be liable for any lost profits, punitive, special, consequential, indirect, exemplary, incidental damages and relevant expenses.

#### 12. Remedy and Indemnity

If the Seller fails to deliver the Products on the due date, including without limitation failure or impossibility deemed by the Buyer to perform the obligations of replacement, replenishment or resupply by the Seller within the period required by the Buyer, or delay in implementing the agreed warranty obligations, then, without prejudice to any other legal and contractual rights and remedies which the Buyer may have, the Buyer shall have the right to:

- a. Charge the Seller a liquidated damage in the amount of 0.1% of the total amount of the purchase order for each day of delay in delivery; and/or
- b. Cancel the Agreement in whole or in part by a written notice with immediate effect and require the Seller to refund all or part of the Price that has been paid; and/or
- c. Reject any subsequent delivery of the Products which the Seller attempts to make; and/or
- d. Require the Seller to perform and/or rectify within the designated term; and/or
- e. Require the Seller to replace, replenish or resupply the Products nonconforming to the requirements under the Agreement within the designated term; and/or
- f. Purchase or otherwise acquire the Products ordered under the Agreement elsewhere on such terms or in such manner as the Buyer may deem appropriate, with any excess Loss and Expense (defined as below) borne by the Seller; and/or
- g. Require the Seller to compensate any additional Loss and Expense incurred by the Buyer within the designated term.

Except for the above-mentioned remedies, the Seller will indemnify, hold harmless and, upon the Buyer's request, defend at the Seller's sole cost and expense, the Buyer, its agents, officers, directors and employees, the Buyer's distributors, dealers and all entities which purchase the Products or goods into which the Products are incorporated, and their respective customers, against any suit, arbitration, action, administrative penalty, proceeding, judgment, liability, and Loss and Expense occasioned by, arising out of, relating to or alleging any claim for injury, death, damage or loss to any person or any property or any

受之日起算。但是，(a)如適用法律、法規或行業標準另有推薦適用更長的責任期限的，保固期應從其規定；且(b)如有替換、補充或重新供應的產品的，其保固期應自該等替換、補充或重新供應經買方接受後重新起算。保固期內，賣方應保證在接到買方品質問題通知後一(1)個工作日內安排專業人員上門解決。

#### 11. 損害限制

因買方取消協議、買方對本條款和協議的違約、或買方的其他行為或疏漏(包括主觀疏忽)而引起的任何傷害、損失、損害、費用、成本或其他責任，買方所擔責任和賣方所受補償應限於以下兩者中的較低者：(a)在該等取消、違約、或其他行為或疏漏發生前，賣方因製造和/或交付問題產品所發生的實際直接損失，或(b)涉事產品的產品價格。在任何情況下，買方均不對任何的利潤損失、罰金、特別損害、後果性損害、間接損害、懲罰性損害賠償、附帶損害及相關費用承擔責任。

#### 12. 救濟和賠償

如賣方未能在約定時間向買方交付產品，包括但不限於賣方未能或買方認為賣方不可能在買方要求時間內依約履行替換、補充或重新供應義務，或賣方逾期履行約定保固責任的，則在不影響買方享有的任何其他法定和約定的權利和救濟的情況下，買方有權：

- a. 每延遲交付一天，向賣方收取採購訂單總金額 0.1% 的違約金；和/或
- b. 通過書面通知立即部分或全部取消協議並要求退還部分或全部已支付產品價格；和/或
- c. 拒收賣方試圖交付的任何後續批次的產品；和/或
- d. 要求賣方在指定期限內履行和/或整改；和/或
- e. 要求賣方在指定期限內對不符合合同要求的產品予以替換、補充或重新供應；和/或
- f. 根據買方認為合適的條件或方式，從其他管道採購或以其他方式獲取協議項下的產品，因此發生的額外的損失和費用(定義見下)由賣方負責；和/或
- g. 要求賣方在指定期限內賠償買方所受的任何額外的損失和費用。

除上述救濟外，賣方應基於買方要求並自擔成本和費用，就下列情形造成、引發、或導致的傷害、死亡、侵害、或損害提起的任何人身、財產、或任何後果性或附帶性損害所偶然引起的、引發的、或相關的或聲稱的任何訴訟、仲裁、司法程序、行政處罰、程序、審判、責任和損失和費用，對買方、及其代理、高管、董事、雇員、買方的分銷商、經銷商、和所有採購產品或含產品的商品的實體、及其相應的客戶進行賠償、為其辯護、並使其免於任何索賠：

consequential or incidental damages resulting from, caused or contributed to by (a) any fault, defect or alleged defect of the Products, (b) the Seller's breach of any provision of these Terms and Conditions or the Agreement, (c) any act, fault, or negligence of the Seller or any person or entity acting on its behalf or (d) any infringement, misappropriation or other violation of the patent, trade secret, trademark, trade name, or other intellectual property right of any other person, firm, corporation or other entity arising from the manufacture, sale or use of any of the Products. In connection with the Products or otherwise, if the Seller's employees, agents, subcontractors or other representatives are present at any premises of the Buyer, the Seller shall be responsible for the acts and omissions of such persons within or about the Buyer's premises and agrees to indemnify and hold the Buyer harmless against liability for damage to property or injury to or death of persons arising out of acts or omissions of such persons. In the event of a claim by a third party against the Buyer which may be the subject of indemnification, the Buyer shall provide written notification thereof to the Seller. The Seller shall provide the Buyer with such reasonable assistance in the prosecution of any defense as the Buyer may request. The Seller will, in respect of any third party claim or suit, reimburse the Buyer for the attorney fee and other actual defense expenses paid by the Buyer and /or the Buyer's insurance carriers, and for the actual amount of any settlement or final judgment award paid by the Buyer and/or the Buyer's insurance carriers.

“**Loss and Expense**” in the Section 12 and hereunder shall mean all losses, costs, damages, expenses (including without limitation to legal fees such as litigation and arbitration fees, investigative and evidentiary fees, attorney fee, etc.), taxes, fines, charges, penalties, liabilities and/or settlement or judgement amounts incurred under these Terms and Conditions and under the Agreement.

### 13. Recall

If the Seller becomes aware that the Products or any component of the Products is or may become harmful to persons or property, or that the design or construction of the Products is defective in any manner which is or may become harmful to persons or property, or if the Seller otherwise breaches any of its warranties to the Buyer hereunder, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer, and the Seller shall indemnify, defend and hold the Buyer and any Affiliates of the Buyer, and their successors, clients, distributors, dealers, agents, directors, shareholders, officers, employees, and those using the Products, harmless from and against any and all suit, arbitration, action, administrative penalty, proceeding, judgment, liability, and Loss and Expense paid or incurred by them arising out of, or relating or incidental to such Products provided by the Seller, including, without limitation, any costs associated with recalling such Products. The Buyer may, at its option, be represented by and actively participate through its own counsel in any suit, action, or administrative proceedings against the foregoing persons and entities.

### 14. Quality and Audits

The Seller undertakes to and shall cause its Affiliates, agents and sub-contractors (if any) undertake to: (a) establish and maintain a quality control system acceptable to Umicore for the Products (“**QC System**”); and (b) keep and maintain complete and accurate books and records regarding the manufacture and supply of the Products (“**Books and Records**”). Umicore and/or the Buyer may, at any time during normal business hours within the term of all the Agreements and before the expiration or termination of the last Agreement, exert without prior notice by itself or its agents or consultants on-line or on-site audit and

(a) 任何產品的故障、缺陷或聲稱的缺陷；(b) 賣方對條款或協議的違約；(c) 賣方或其代表人員或代表實體的任何行為、過失、或疏忽、或(d) 因產品的任何製造、銷售、或使用而引起的、對任何其他個人、公司、企業、或實體的專利、商業秘密、商標、商號、或其他智慧財產權的任何侵權、濫用、或違法行為。無論是否與產品相關，當賣方雇員、代理、協力廠商、或任何代表出現於買方的任何場所時，賣方應當並確實對在買方場所區域內或周圍的該等人員的行為和疏忽負責，並同意就該等行為或疏忽賠償買方、並使買方免于對財產損害或人身傷害或死亡承擔責任。如有第三人向買方索賠並且買方可能成為賠償主體的情形，買方應就此向賣方提供書面通知。賣方應基於買方可能的要求在訴訟中對買方予以合理的辯護協助。就任何第三人索賠或訴訟，賣方將賠償買方律師費和其他由買方和/或買方保險人支出的實際辯護費用，以及買方和/或買方保險人實際支出的任何解決或最終裁判金額。

第 12 條以及下文的“**損失和費用**”指本條款和協議項下產生的所有損失、成本、損害、費用（包括但不限於訴訟仲裁費、調查取證費、律師費等法律費用）、稅收、罰款、收費、處罰、責任和/或和解或裁判金額等。

### 13. 召回

如賣方知悉產品或產品的任何組成部件存在或可能構成對人體或財產的侵害，或產品的設計或構造存在缺陷且該等缺陷將以某種方式存在或可能構成對人體或財產的侵害，或賣方以其他方式違反其對買方的保證，賣方應立即就此向買方發出通知，通知應包含所有相關訊息，且賣方應就此對買方及其關聯方，及他們的繼任者、客戶、協力廠商、經銷商、代理、董事、股東、高級管理人員、雇員和其他產品使用者做出賠償、為其辯護、並使上述各方免于賣方提供的產品引起、或產品相關或附帶的任何和所有訴訟、仲裁、司法程序、行政罰款處罰、程序、審判、責任和損失和費用，包括但不限於有關產品召回相關的任何成本。買方可據其所需由其自己的律師代表並主動參與任何就上述個人和實體提起的訴訟、司法程序或行政程序。

### 14. 品質和審核

賣方承諾履行並應當使其關聯方、代理和協力廠商（如有）承諾履行如下要求：(a) 建立並維持優美科可接受的產品品質控制體系（“**品質控制體系**”）；和(b) 保存和維護有關產品製造和供應的完整準確的帳簿和記錄（“**帳簿和記錄**”）。優美科和/或買方可不經通知，自行或通過其代理或諮詢方，在所有協議有效期內及最後一份協議到期或終止前，在正常營業時間內的任何時間，遠端或進入賣方及其關聯方、代理和協力廠商的場所審核和檢查品質控制系統以及

inspection of the QC System and the Books and Records of the Seller and its Affiliates, agents and sub-contractors and for the purpose of such audit and inspection interview their relevant personnel, to determine the compliance of the Seller and its Affiliates, agents and sub-contractors with the Agreement and these Terms and Conditions. The Seller shall coordinate with Umicore and/or the Buyer during such audit and inspection, including without limitation providing Umicore with the equipment, facilities, access to the concerned premises, personnel, and documents and other conveniences necessary to complete any such audit and inspection.

### 15. Intellectual Property Rights

The Seller warrants that its Products or the intended use thereof does not infringe any patent, copyright, registered design, trademark, trade name, trade secret and other intellectual property right of a third party. Without affecting other rights of the Buyer, the Buyer, at its option, may require the Seller (a) to procure at the Seller's expense for the Buyer and the Buyer's customers the right to use the Products, (b) to take such action to alter, modify or replace the Products, such that it no longer infringers, provided however that this does not cause any adverse effect on the Products or its intended use, or (c) to refund the Price or the corresponding part thereof, with interest, upon the return by the Buyer of the infringing Products.

The Seller grants to the Buyer a non-exclusive, eternal, irrevocable, global and transferable right to use any intellectual property rights regarding the Products, and to transfer or sublicense such right of use to (possible) purchasers or other third parties with whom the Buyer has relations in respect of the running of its business.

Insofar as the Buyer makes available to the Seller any means in respect of which the Buyer possesses an intellectual property right, such as but not limited to samples, drawings, sketches, diagrams, specifications, computation notes, engineering documents and other documents relating to the Agreement, the Seller acknowledges that Umicore and/or the Buyer is and shall at all times remain the owner of such means and that the Seller shall not obtain any intellectual property rights or title as regards such means. The Seller shall manage all means referred to in this paragraph at its own risk and expenses and keep them strictly confidential. The Seller commits itself not to use the means for or have the means used by third parties except to the extent the Seller has been authorized in writing by Umicore and/or the Buyer to do so.

If the Seller, within the scope of the Agreement, develops Products, in the largest possible sense of the word, for the Buyer, then any intellectual property rights to be derived shall accrue exclusively to the Buyer. Any fee for this shall be deemed to be included in the agreed Price. Insofar as necessary, the Seller shall render full assistance in the creation, the registration in the name of the Buyer, or the transfer to the Buyer of such rights.

Without prior written permission of Umicore, the Seller and its Affiliates shall not by itself or allow others to (a) use, change or remove any trademark, trade name, trade dress, logo or other marks in which Umicore or its Affiliates may have interests; (b) use any opinion of Umicore or its Affiliates or its abbreviation, its excerpts for publicity; or (c) in any way advertise the transaction or the existence of the transaction between the Seller and Umicore or its Affiliates.

For any breaches of the aforesaid by the Seller and its Affiliates, Umicore and

帳簿和記錄，並為審核和檢查之目的訪問他們的有關人員，以確定賣方及其關聯方、代理和協力廠商是否遵守協議和本條款的要求。賣方應配合優美科和/或買方對於賣方及其關聯方、代理和協力廠商進行審核，包括但不限於為完成該等審核和檢查提供必要的設備、設施、場所出入和接觸有關人員和文件的許可權以及其他便利。

### 15. 智慧財產權

賣方保證其提供的產品或其目標用途不會侵犯任何第三人的專利權、著作權、經登記的設計、商標、商號、商業秘密及其他智慧財產權。在不影響賣方其他權利的同時，買方還有權自行決定是否要求賣方(a)由賣方自付費用，為買方和買方的客戶獲取使用該產品的權利；或(b)採取行動變更、修改或替換涉及的產品，以確保其不再侵犯他人的權利，但前提是上述行動不應對產品或其使用造成任何不利影響；或(c)在買方退回侵權產品時，向買方返還產品價格或其對應部分，並加計相應利息。

賣方授予買方非獨占性的、永久性的、不可撤銷的、全球性的且可轉讓的產品相關智慧財產權的使用權，以及向與買方有業務往來的（潛在）採購方或其他第三人轉讓或分許可該等使用權的權利。

為此，買方允許賣方接觸其佔有智慧財產權的相關介質：包括但不限於樣品、圖紙、草圖、圖表、規格、計算注解、工程文檔和其他與協議有關的文檔。賣方承認優美科和/或買方是且應當在任何時候是該等介質的所有人，且賣方不得獲得該等介質相關的任何智慧財產權或所有權。賣方對該等介質不享有任何智慧財產權或所有權。賣方應自擔風險和費用管理所有的介質，並且將其嚴格保密。除非是在賣方已獲得優美科和/或買方的書面授權的範圍內，賣方承諾不將該等介質用於第三人，也不得允許第三人使用該等介質。

如賣方在協議範圍內，為買方開發產品（此處適用於該詞語的最大可能含義進行解釋），由此衍生的任何智慧財產權應歸買方獨佔所有。與此相關的所有費用應視作已計入約定的產品價格。因此，賣方應就買方名義創設和註冊該等權利或向買方轉讓該等權利提供全面協助。

除非經優美科的事先書面同意，賣方及其關聯方不得自行或許可他人：(a)使用、修改或移除優美科或其關聯方享有任何利益的商標、商號、商業外觀、或其他標記符號；(b)不得將優美科或其關聯方的任何意見書或其節略、摘選片段做任何宣傳使用；(c)也不得以任何方式宣傳與優美科或其關聯方的交易和交易關係存在的事實。

如有違反前述規定的，優美科及其關聯方有權通過書面

its Affiliates are entitled to the termination of the transactions with the Seller and its Affiliates by sending written notice and compensation of all the Loss and Expense caused thereby or in relation thereto. However, in no event, this term will cause any limitation to the contractual or legal rights and remedy entitled by Umicore and its Affiliates.

#### 16. Termination

The Buyer may terminate all or any part of the Agreement at any time or times by written notice to the Seller: (a) if the Seller fails to observe or comply with any covenants, terms, conditions or warranties contained in these Terms and Conditions and the Agreement; (b) if the Seller, in the Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with these Terms and Conditions and the Agreement; or (c) if there is any proceeding by or against the Seller in bankruptcy or insolvency.

Except for the above, the Buyer shall be entitled to unilaterally termination of the Agreement in whole or in part for any reason upon thirty (30) days' prior notice to the Seller, and under such circumstance, the Buyer shall pay to the Seller reasonable expense occurred for the purpose of these Terms and Conditions and the Agreement with sufficient proof documents provided by the Seller under the Buyer' request. Upon termination, the Seller shall make every reasonable effort to mitigate the termination costs and the Buyer's liability to Seller shall be limited to the Price for the Products have been delivered to, inspected and accepted by the Buyer in accordance with the Agreement.

Notwithstanding the above rights to terminate the Agreement, the Buyer shall unaffectedly have all other rights and remedies provided by law, under these Terms and Conditions and under the Agreement, and all of the Buyer's rights, indemnity and remedies shall be cumulative and none shall be considered exclusive.

#### 17. Force Majeure

Either of the parties may suspend performance during the occurrence of an event of force majeure, which shall mean any delay or impossibility of performance directly or indirectly caused by, or that in any manner arises from events and causes beyond such party's reasonable control, including but not limited to acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, riots or embargoes, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified, which are beyond its reasonable control. The party claiming force majeure shall give written notice to the other party as soon as possible to mitigate the losses that may be caused to the other party, and shall provide proof of the force majeure within a reasonable period of time. The Buyer shall have right to, at its sole option, cancel any Agreement or any part thereof without any charge or penalty, and obtain the Products under the Agreement from other sources for the duration of the Seller's inability to perform due to the occurrence of an event of force majeure and to reduce the quantity of the Products against the delivery schedule specified in any Agreement without charge or penalty. The Buyer may also terminate, with notice to the Seller, the Agreement if the force majeure event has been continuous in effect for a period beyond three (3) months.

#### 18. Compliance

The Seller acknowledges that it has reviewed the following Umicore

通知立即終止與賣方及其關聯方的任何或全部交易，並向賣方及其關聯方索賠由此引起或與之相關的一切損失和費用。在任何情況下，本條均不限制優美科及其關聯方享有的任何約定和法定的權利和救濟。

#### 16. 終止

買方可書面通知賣方在下列任何時候完全或部分終止協議：(a) 如賣方未能遵守或遵照本條款和協議項下的任何契約、條款、條件或保證；(b) 如買方認為賣方未能取得進展以至於危及本條款和協議的履行或運輸的；或(c) 存在賣方提起的或針對賣方的任何破產或清算程序。

除前款以外，買方有權提前三十 ( 30 ) 天通知賣方後單方面以任何理由完全或部分終止協議，但在此情形下，買方應在賣方按照其要求提供充分證明文檔後向賣方支付其為實現協議目的已經發生的合理費用。賣方應盡一切努力降低買方因終止協議需支付的費用，買方對賣方的責任以根據協議規定而已交付並驗收合格予以接受的產品相應的產品價格為限。

儘管有上述終止協議的權利，買方依法享有和本條款和協議項下的所有其他權利和救濟應當不受影響，所有買方的權利、賠償和救濟應是累計疊加的且不設限額的。

#### 17. 不可抗力

任何一方可以在如下不可抗力情形發生期間中止履行，即是指因超過一方合理控制的事件或原因直接或間接或以其他方式引起的任何延誤或不能履行，包括但不限於天災、政府機構的行為與疏漏、宣戰或不宣而戰、恐怖主義、爆炸、火災和自然災害 ( 如洪水、地震、風暴、和流行病 )、法律變更、暴動或禁運、或不限於上述的不論性質相似與否的其他超過其合理控制的理由或事由。主張不可抗力的一方應儘快向另一方發出書面通知，以減輕可能給對方造成的損失，並應當在合理期限內提供證明。買方有權獨立決定取消任何協議或其任何部分，而無需承擔任何費用或賠償，且在賣方因不可抗力情形發生而無力履行且降低協議規定交付進度內的產品量時，買方還有權獨立決定從其他管道獲取協議產品，而無需承擔任何費用或賠償。在不可抗力情形持續影響達三 ( 3 ) 個月以上的情況下，買方亦可通知賣方終止協議。

#### 18. 合規

賣方承認已審閱了優美科的如下優美科合規政策 ( “優



Compliance Policies (“**Umicore Compliance Policies**”) and agrees that all of its and its Affiliates’ activities shall be conducted in accordance with Umicore Compliance Policies. The Buyer may from time to time carry out an audit or other checks on the compliance of Umicore Compliance Policies either performed by itself or any third party and the Seller shall respond promptly to requests from the Buyer for information relating to compliance with the Umicore Compliance Policies by itself and its Affiliates. The contents of the Umicore Compliance Policies shall be a part of the Agreement, and shall be equally valid as the Agreement. The Umicore Compliance Policies can be accessed at the following Internet address:

- a. The Umicore Way  
<https://www.umicore.com/en/about/the-umicore-way>
- b. Code of Conduct  
<https://www.umicore.com/en/investors/governance/documents/code-of-conduct/>
- c. Umicore’s Sustainable Sourcing Policy  
<https://www.umicore.com/storage/group/umicore-global-sustainable-sourcing-policy.pdf>
- d. Umicore policy on “Responsible global supply chain of minerals from conflict-affected and high-risk areas”  
<https://www.umicore.com/storage/main/responsible-supply-chain-policy.pdf>

#### 19. Waiver

No waiver by the Buyer of any breach by the Seller of these Terms and Conditions or the Agreement, or delay or failure of the Buyer to enforce any right or remedy, shall be construed as a waiver of any succeeding breach of the same or any other term or condition. Nothing contained herein shall limit any of the remedies of the Buyer in the event of the Seller’s breach of any of these Terms and Conditions or any part of the Agreement.

#### 20. Assignment and Subcontracting

The Seller shall not assign or subcontract to any person or entity all or a portion of its rights or obligations under any Agreement or these Terms and Conditions without the prior written consent of the Buyer, to be granted or withheld in its sole discretion, and any attempted assignment without that consent shall be void. Even if the Seller is permitted to assign or sub-contract any part of its contractual obligations to a third party subject to prior written consent of the Buyer, the Seller shall remain the joint liability for such third party’s performance of the relevant obligations.

The Buyer may assign any of its rights and obligations under any Agreement or these Terms and Conditions without the consent of the Seller in the event that the Buyer shall effect or intend to effect a reorganization, consolidate with or merge into any other corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets, or one or more of its businesses or business lines, to any other corporation, partnership, organization or other entity.

#### 21. Severability

If any provision of any Agreement or these Terms and Conditions or any part thereof is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of such Agreement or these Terms and Conditions or any part thereof shall not be affected.

#### 22. Status of the Seller

Nothing in these Terms and Conditions or any Agreement relating to the Products shall create or be construed as creating a partnership, joint venture, a

美科合規政策” ) 並同意其行為和其關聯方的行為應遵守優美科合規政策的要求。買方可不定期就其或任何第三人對優美科合規政策的合規情況進行審計或其他審查。賣方針對買方要求應儘快回復有關其或其關聯方對優美科合規政策的合規情況相關資訊。優美科合規政策的內容為協議之一部份，與協議有完全相同之效力，其可通過如下網路位址獲取：

- a. 優美科之路  
<https://www.umicore.com/en/about/the-umicore-way>
- b. 行為準則  
<https://www.umicore.com/en/investors/governance/documents/code-of-conduct/>
- c. 優美科全球可持續採購政策  
<https://www.umicore.com/storage/group/umicore-global-sustainable-sourcing-policy.pdf>
- d. 優美科關於受衝突影響地區和高風險地區負責任的全球礦產供應鏈的政策  
<https://www.umicore.com/storage/main/responsible-supply-chain-policy.pdf>

#### 19. 豁免

買方對於賣方對本條款或協議的違約的任何豁免，或買方對其任何權利或救濟的延期或不予實施，不應構成對任何後續同類或其他條款或條件違約的豁免。本條款所列的任何內容，在賣方發生任何條款違約或任何協議違約的情形下，均不構成對任何買方救濟的限制。

#### 20. 轉讓和分包

未經買方事先書面同意 ( 買方有權獨立決定予以同意或予以保留同意 )，賣方不得向任何個人或實體轉讓或分包其在任何協議或本條款項下的全部或部分權利或義務。任何未經同意的試圖轉讓亦歸為無效。即使賣方經買方事先書面同意，將任何契約義務轉讓或分包給第三人，賣方應始終對該等第三人對有關義務的履行承擔連帶責任。

如果買方需要實施或打算實施重組，與其他企業聯合或合併形成其他企業、合夥關係、組織或其他實體，或向任何其他企業、合夥組織、組織或其他實體轉讓所有或絕大部分財產或資產、或一項或多項業務或業務線，則買方可不經賣方同意轉讓其在任何協議或條款項下的權利或義務。

#### 21. 可分割性

任何協議或本條款項下的規定或其任何部分如被主管機關認定為無效或不可執行，不得影響該等協議或條款項下的其他規定或其他任何部分的效力。

#### 22. 賣方狀態

本條款或與產品相關的任何協議均不引起或構成買賣雙方間的任何合夥關係、合資公司、僱傭協議或僱傭關係，或

contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Seller and the Buyer.

### 23. Confidentiality

The Seller shall keep in strict confidence all information obtained from the Buyer and, without the prior written consent of the Buyer, shall not use any such information for any purpose other than the performance of the Agreement. The Seller shall protect the confidentiality of all such information with at least the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care. For the avoidance of doubt, the Price paid by the Buyer and the Agreement shall be deemed to be confidential information for the purposes of this Section.

The Seller shall refrain from using for publicity and/or other purposes the drawings, sketches, photos, or any other illustrations or documents of equipment or other assets produced on the basis of the Buyer's specifications or otherwise for the Buyer's account.

The Seller is strictly prohibited to take pictures or videos at the Buyer's premises, including from the Products that were delivered by the Seller itself.

The Seller shall ensure that all of its Affiliates, agents and sub-contractors (if any) are contractually obliged to comply with the same confidentiality requirements.

If the Buyer and the Seller execute a separate Non-disclosure Agreement ("NDA"), such NDA shall prevail when these Terms and Conditions conflicts with the NDA.

This Section shall survive the expiration or termination of any Agreement or these Terms and Conditions.

### 24. Governing Law and Dispute Settlement

These Terms and Conditions, the Agreement and any dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the laws of Taiwan without regards to its conflicts of law provisions. All disputes shall be brought before the Chinese Arbitration Association, Taipei for arbitration. The seat of arbitration shall be in Taipei.

### 25. Language

These Terms and Conditions are written both in English and Chinese. If there is any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

委託代理關係的設立。

### 23. 保密

賣方應對自買方處獲悉的所有資訊嚴格保密，未經買方事先書面同意，不得將該等資訊用於除履行協議以外的任何其他目的。賣方應至少以其保護自有保密資訊的同等注意標準保護所有該等資訊的保密性，且在任何時候都不得低於合理注意要求。為避免疑義，買方所付之產品價格以及協議均應認定為本條項下的保密資訊。

賣方應避免以宣傳為目的和/或其他目使用基於買方規格生產或以其他方式歸於買方名下的設備或其他財產所相關的圖紙、草圖、照片、或任何其他圖示或文本。

嚴格禁止賣方在買方場所內攝影或攝像，包括對賣方交付產品的攝影或攝像。

賣方應保證其所有的關聯方、代理和協力廠商（如有）就履行同等保密要求承擔合同義務。

如買賣雙方另行簽署保密協議（“保密協議”），當本條款與保密協議中的規定衝突時，應以該保密協議為準。

本條規定在任何協議、或本條款到期或終止後繼續有效。

### 24. 管轄法律和爭議解決

本條款、協議、以及由本條款與協議及其標的或成立引起或相關的任何爭議（包括非契約性爭議）應由臺灣法律管轄和解釋，且不適用衝突法律規範。所有爭議應提交中華仲裁協會 (Chinese Arbitration Association, Taipei) 仲裁解決，仲裁地應為臺北。

### 25. 語言

本條款由英語和中文撰書。中英文版本間之條款如有不符之處，應以中文版本為準。