

GENERAL TERMS AND CONDITIONS OF SALES
一般銷售條款和條件
1. Definitions

In these general terms and conditions of sales (“**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 sales transaction between the Seller as seller and the Buyer as buyer on the sale of goods and/or services (“**Products**”).

Buyer: means any party that the Seller supplies or agrees to supply Products to.

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

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

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 Buyer has read and understood these Terms and Conditions, and agrees that either the Buyer’s written acceptance hereof or the Buyer’s acceptance of any delivery under these Terms and Conditions shall constitute the Buyer’s acceptance of these Terms and Conditions, which shall apply to the exclusion of all terms and conditions, specifications, letters, confirmations and other documents of the Buyer, whether or not contained or referred to in the Agreement.

3. Price and Adjustment

The price payable for the Products (“**Price**”) and any other terms and conditions of sales shall be not less favorable to the Seller than what has been stated in the Agreement. The Price mentioned on the Seller’s order confirmation, if any, applies.

Except as otherwise agreed in writing by the parties, all taxes, imposts and/or duties imposed or levied by any government and/or other authority upon the Agreement, upon any or all of the Products covered hereby, or upon any transaction or delivery hereunder or on the Price payable shall be the responsibility of the Buyer whether such amount shall be paid or payable by the Seller or otherwise and whether now or hereafter imposed.

If the period between the execution of the Agreement and the agreed delivery date exceeds three (3) months, and during such period there is an increase in costs or the enactment or modification of any laws or regulations, which results in an increase in the Price, the Seller shall have the right to negotiate with the Buyer and increase the Price. This does not apply in the case of default of delivery by the Seller.

1. 定義

在本一般銷售條款和條件 (“**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: 指賣方 (作為賣方) 和買方 (作為買方) 就貨物和/或服務 (“**產品**”) 銷售所訂立的任何協議、合同和/或買賣交易。

買方: 指賣方向其或同意向其提供產品的一方。

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: 指優美科旗下註冊的營業地點位於台灣的任何關聯方。

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

買方已閱讀且理解本條款，並同意買方對本條款的書面接受或對本條款項下任何交付的接受，均構成買方對本條款的接受，從而排除所有買方的條款和條件、規格、信函、確認和其他文檔，不論其是否包含在協議中，或在協議中提及。

3. 產品價格和價格調整

產品的應付價款 (下稱 “**產品價格**”) 以及任何其他銷售條款和條件，應不低於協議中所約定的對賣方有利的條款和條件。如在賣方訂單確認中指定產品價格的，應適用該產品價格。

除雙方另有書面特殊約定外，一切由任何政府和/或其他當局按照協議、協議所包括的任何或一切產品、協議包括的任何交易或交付的產品、或應付的產品價格所附加或徵收的或應付的捐稅、進口稅和/或關稅都應由買方承擔，無論該等金額是否須賣方支付或是賣方應付的，亦無論該等金額是當前或未來所徵收。

如果從協議簽訂到約定的交付日期超過三 (3) 個月，且在此期間由於成本增加或任何法律法規的制定或修改，導致產品價格上漲的，則賣方有權與買方進行協商並提高產品價格。但前述約定不適用賣方違約交付的情形。

4. Payment

Payment terms shall be as agreed to by the Buyer and the Seller in writing and set forth in the Agreement.

The Buyer shall effect the payment strictly in accordance with the Agreement and shall not have the right in any way to withhold, retain or exercise any right of set-off whatsoever or howsoever in respect of the Price or any part thereof.

In the event that the Buyer fails to make full payment on due date, the Buyer shall pay the late interest at an annualized rate of 16% to the Seller, and the Seller has right to suspend the delivery. If the delay is over thirty (30) days, the Seller has the right to unilaterally cancel or terminate the Agreement by a written notice sent to the Buyer, and the Buyer shall indemnify all the incurred losses (including reasonable attorney fees and other expenses) of the Seller.

5. Transfer of Ownership and Risk

Unless otherwise stated in the Agreement, the ownership of all the Products shall fully remain with the Seller until the Price is paid by the Buyer in full. In case the Seller requires to retain the ownership of the Products, the Buyer shall cooperate with the Seller by executing the documents and/or fulfilling the proceedings as necessary therefor, including without limitation assisting the Seller with the registration with competent authorities (as appropriate). During the retention of ownership, the Buyer is obliged to properly handle and preserve the ownership-retained Products. The Buyer shall not transfer, sell or create any encumbrances on the ownership-retained Products without the Seller's prior written consent. If the Seller cannot exercise its rights or the Products are damaged or disposed due to the Buyer's nonperformance of its obligations, the Seller shall have the right to hold the Buyer liable for the corresponding damages and expenses (including reasonable attorney fees).

Unless otherwise stated in the Agreement (such as application of certain Incoterms), the risks of loss and damage in the Products shall transfer to the Buyer from the Seller once the Products are collected by the Buyer or arriving at the destination agreed in writing by both parties. If the Products fail to be delivered within the agreed time period due to the Buyer's reason, the Buyer shall bear all the risks of loss and damage from the date of breach of the Agreement.

6. Guarantee

The Seller has the right to demand immediate payment of all outstanding amounts relating to the Products or to require the Buyer to provide an appropriate guarantee for the Products or the Buyer shall assist the Seller to retrieve the Products under the requirement of the Seller, if the Buyer defaults on payment, or if there are actual signs of serious deterioration of assets, or if there are circumstances that would prove the Buyer's significantly diminished ability to pay due to lack of credit, or if the Buyer or a third party commences or files for bankruptcy proceedings against the Buyer or similar debt settlement procedures after the execution of the Agreement.

7. Delivery

Delivery on the Agreement shall be made in the quantities and on the dates agreed by both parties.

The Products shall be properly packed, labeled and protected in a reasonable

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。

買方應嚴格按照協議約定支付產品價格，買方不應以任何方式對協議的全部或部分產品價格扣留、保留或行使抵銷權。

如買方未能按期足額付款，其應從付款到期日開始，按照年息百分之 16 之基準，計算並支付遲延利息給賣方，且賣方有權暫停發貨。當逾期付款超過三十 (30) 天的，賣方有權通過書面通知買方單方取消或終止協議，且對於賣方因此受到的所有損失 (包含合理之律師費用及其他費用支出)，買方應予以賠償。

5. 權屬與風險轉移

除非協議另有規定，在買方全額支付產品價格之前，所有產品的所有權均屬於賣方。如賣方依法要求對產品保留所有權，買方應配合賣方 (酌情) 簽署必要的文檔和/或辦理必要的手續，包括但不限於協助賣方向主管機關進行登記。在所有權保留期間，買方有義務妥善處理和保存保留所有權的產品。未經賣方事前書面同意，買方不得隨意轉移、出售保留所有權的產品或在其上設立任何的權利負擔或簽署相關契約。因買方未履行相應義務導致賣方無法行使其權利或導致產品被損壞或處分，賣方有權要求買方承擔相應的責任並賠償賣方之損害及費用支出 (包含合理的律師費用在內)。

除非協議另有約定 (例如適用某些特定的國際貿易術語)，在產品由買方提貨或運至雙方書面約定地點時，產品毀損滅失的風險應由賣方轉移至買方。因買方原因導致產品未能按照約定期限交付的，買方應自違約之日起承擔產品的滅失毀損風險。

6. 擔保

如果協議訂立後買方未依約定付款、出現資產嚴重惡化的實際跡象，或存在能夠證明買方因缺乏資信而付款能力顯著降低的情形，或買方啟動或聲請或遭第三人依法啟動或聲請破產程序或類似的債務清償程序，則賣方有權要求立即支付與產品有關的所有未付款項，或要求買方為產品提供適當的擔保，或由買方於賣方要求時協助賣方取回產品。

7. 交付

協議項下的交付應依據雙方約定的要求按時並按數量交付。

賣方應根據其判斷採取合理的方式對產品應進行妥善包裝、

manner at the Seller's discretion. Unless otherwise stated in the Agreement, the delivery is deemed completed upon the Buyer's collection of the Products or the Seller's shipment of the Products to a location agreed in writing by both parties. Upon delivery, the Buyer shall accept such Products immediately.

In the event that the Buyer fails to accept the Products immediately or fails to provide the Seller with reasonable instructions for the delivery of the Products, the Seller shall have the right to take the measures set forth below, and such action shall not impact the Seller to exercise or take any other rights or remedial measures such as to: (a) keep the Products until they are delivered or collected, and claim from the Buyer all expenses arisen from the storage and insurance of the Products; or (b) terminate all or part of the concerned Agreement by a written notice issued to the Buyer and sell or dispose such Products elsewhere on such terms or in such manner as the Seller may deem appropriate, and use the proceeds to cover the Price the Buyer should have paid for the Products, as well as any excess costs or the expenses incurred by the Seller (including, but not limited to, reasonable attorney fees, storage charges, insurance premiums and any other costs of sale or disposal). If such proceeds are insufficient to cover the aforementioned items, the Buyer shall pay the shortfall to the Seller.

8. Changes

Any changes or adjustment proposed by the Buyer must be approved by the Seller in writing before such proposed changes or adjustments become binding to the Seller. If such changes or adjustment result in additional charges, the Buyer shall compensate the Seller accordingly.

9. Warranty

The Seller represents and warrants to the Buyer only that the Products shall conform to the specifications agreed to in writing between the Seller and the Buyer. The Seller makes no warranty as to the intended use or application of the Products by the Buyer. The Products may not be returned without prior written authorization from the Seller and all costs of return will be the responsibility of the Buyer. **Except for the warranty provided in this Section 9, THE SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER ACCORDING TO ANY LAW, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

The warranty provided in this Section 9 will not apply to the circumstances set forth below: (a) the Seller shall not be liable for defects in the Products resulting from modifications or changes in specifications if the aforementioned modifications or changes were requested by the Buyer; (b) the Seller shall not be liable for defects caused by normal wear and tear, willful damage, negligence, improper usage, failure to follow the Seller's instructions, incorrect usage without the Seller's approval, modification or repair; and (c) the Seller disclaims any warranties to any parts, accessories, materials or equipment that was not manufactured by the Seller, whereby with regard to such part, accessory, material or piece of equipment, the Buyer shall only have the right of benefit with respect to the corresponding warranty provided by the manufacturer to the Seller.

Without prejudice to the above, the Seller's performance of the liabilities in relation to any claim arising out of the actual or alleged infringement by the supplied Products of intellectual property right pursuant to the relevant provisions in the Agreement and the applicable law, is premised on that the Buyer shall

標註和保護。除非協議另有規定，買方提貨或賣方將產品運至雙方書面約定地點即為完成交付。賣方交付後，買方應立即接受產品。

如果買方未能立即接受產品或者沒有就交貨向賣方作出合理指示，賣方有權採取以下措施且不影響賣方行使或採取任何其他權利或補救措施，諸如：(a)保管產品至交貨或提貨時，並向買方收取因此所發生之全部倉儲和保險費用；或者(b)通過書面通知買方終止全部或部分涉事協議，根據賣方認為合適的條件或方式向他方銷售或處置該等產品，並將所得用於彌補買方應支付的產品價格和賣方因此發生的任何額外成本或費用（包括但不限於合理的律師費用、倉儲費、保險費及其他銷售或處置費用）。如果該等所得不足以支付上述款項，買方應向賣方支付差額部分。

8. 變更

買方的任何變更或調整要求必須經賣方書面批准後方可對賣方具有約束力。如有關變更或調整造成費用增加，買方應對賣方予以補償。

9. 保證

賣方向買方的聲明、擔保和保證僅限於產品與買賣雙方書面約定的規格相符。賣方不對買方預期的產品用途或應用做任何保證。未經賣方的事先書面授權，產品不能被退回；所有退回產品的費用應由買方負責。**除本第 9 條之保證外，賣方在此否認所有其他保證，無論是明示還是默示，無論是依照法律、交易習慣還是在商業慣例中產生，包括但不限於適銷性、適合特定目的以及不侵權的默示保證。**

賣方在本第 9 條所做保證於如下情形不適用：(a) 賣方對於因買方要求而對產品規格作出的變更和改動所導致的產品瑕疵免責；(b) 賣方對於任何由於正常損耗、有意損壞、疏忽大意、使用不當、不遵循賣方指示說明、未經賣方同意的錯誤使用、改動或修理而造成的瑕疵免責；以及(c) 賣方的保證範圍不包括非賣方製造的零部件、材料或設備，買方就此僅得從該零部件、材料或裝備的製造商對賣方所做之相應保證中獲益。

無損於前款，就所供產品的任何實際發生或聲稱的智慧財產權侵權索賠，賣方根據有關協議和適用法律的規定履行責任的前提是，買方應向賣方提供全面的資訊揭露、合作和協助，並授權賣方代為辯護、談判和和解，且賣方對於如下侵權索賠情形免責：

provide the Seller with full information, cooperation and assistance regarding, and authority to defend, negotiate, or settle, and the Seller shall not undertake any liability if and to the extent that a claim of infringement is: (a) based on the modification to the Products made by the Buyer or a third party; (b) based on the fact that the Products have been integrated, or mixed with, the other objects not made or sourced from the Seller; or (c) based on any other use by the Buyer or a third party of the Products in combination with other objects not made or sourced by the Seller.

Unless otherwise stated in the Agreement, the Buyer shall submit to the Seller in writing any claim against quality warranty within three (3) days from the date of collection by the Buyer or delivery by the Seller, or any claim against intellectual property rights within three (3) days when the Buyer knows or should have been aware of the existence of any infringement or other claimable rights. In the event that the Buyer claims to the Seller for the defects of the Products based on this Section 9, upon the Seller's confirmation, the Seller may choose to repair or replace the Products free of charge, or may elect to refund all or a portion of the Price to the Buyer.

If the parties fail to reach an agreement within thirty (30) days on the quality disputes, either party may request an inspection performed by a qualified third party unanimously agreed by the parties. The cost of the inspection by third party shall be borne by the party whose result deviates more from the third party's inspection result. Unless otherwise agreed between the parties in writing, the parties agree to adopt the third party's inspection result for settlement.

10. Limitation on Seller's liability

To the extent permitted by the applicable laws, the Seller's liability and the Buyer's recovery, for any injuries, losses, damages, expenses, costs or other liabilities arising out of any breach of these Terms and Conditions or the Agreement by the Seller, or the Seller's other acts or omissions (including negligence) shall be limited to the lesser of (a) the actual and direct losses incurred by the Buyer due to such breach, or other acts or omissions, or (b) the Price of the concerned Products received by the Seller (excluding the price of precious metals, if any). In no event shall the Seller be liable for any lost profits, punitive, special, consequential, indirect, exemplary, incidental damages, or relative expenses.

To the extent permitted by the applicable laws, the Seller shall be waived from any liability to the Buyer, in the event that the Buyer knows or should have been aware of the existence of a third party that may bring a claim for infringement or have rights in respect of the Products at the time of entering into the Agreement or accepting the Products.

11. Warning Clause

The Buyer is hereby informed that the Products may have been classified as hazardous substance.

Owing to its industrial and commercial activities, the Buyer acknowledges and agrees that it has sufficient knowledge, experience and relevant permit/qualification issued by authorities to properly move, store, handle and use the Products and the Buyer shall observe all general and personal preventive and safety measures required by applicable laws, regulations, instructions, and provide the Buyer's employees and customers with appropriate information regarding the hazards of such Products. In the event the Buyer fails to do so or

(a)基於買方或協力廠商對產品的變更；(b)基於產品與非賣方生產或來源于賣方的其他物進行整合、或混合這一事實；或(c)基於買方或協力廠商對與非賣方生產或來源于賣方的其他物結合之產品的任何其他使用。

除非協議另有規定，就任何品質保證的索賠，買方應於提貨或賣方交貨之日起三 (3) 日內書面向賣方提出；而就任何智慧財產權索賠，買方應於知悉或應知悉存在任何侵權或其他索賠權之日起三 (3) 日內書面向賣方提出。如果買方根據本第 9 條之約定向賣方提出了產品瑕疵，經賣方確認，賣方應可償維修或更換產品，或向買方退回產品的全部或部分產品價格。

如雙方未能在 30 日內就品質爭議協商一致的，任何一方可以要求由雙方同意的有資質第三人進行檢測。該第三人檢測的費用由與第三人檢測結果差異較大的一方承擔。除非雙方另有書面約定，雙方同意以第三人之檢測結果進行和解。

10. 賣方責任限制

在相關法律允許的範圍內，因賣方違反本條款或協議規定或其他行為或疏漏 (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，賣方之責任以及買方所受補償應限於以下兩者中的較低者 (a) 買方因該違約或其他行為或疏漏發生所受的實際直接損失，或 (b) 賣方已收的涉事產品的產品價格 (如有貴金屬時，該貴金屬之價值應除外)。在任何情況下，賣方均不對任何利潤損失、罰金、特別損害、後果性損害、間接損害、懲罰性損害賠償、附帶損害或相關費用承擔責任。

在相關法律允許的範圍內，當買方在訂立協議或接受產品之時已知悉或應知悉存在第三人可能就產品提起侵權索賠或享有相關權利，賣方應對買方相應免責。

11. 警告條款

買方知曉產品可能被歸類為危險物品。

鑒於買方之工業和商業的活動，買方瞭解並同意買方對於正確地搬運、儲藏、處理和使用產品具備足夠的知識和經驗以及相關主管部門頒發的許可/資格，且買方應遵守一切適用的法律法規、規定和指示說明所要求的一切一般及個人的防護及安全措施，以及向其員工與客戶提供關於產品危險性的適當資訊。若買方未能依照上述內容或相關法令行事，並進而導致其員工或產品用戶向賣方主張損害或傷害的賠償的，買方同意確保賣方和賣方

fails to abide by applicable laws and, as a result, claims of damage or injury are made against the Seller by an employee of the Buyer or a user of the Products, the Buyer agrees to hold the Seller and the Seller's Products harmless from any such claims and related defense costs.

In the event the Buyer alters the physical state, appearance, form, nature or characteristics of the Products (including but not limited to compounding, blending, dissolving, alloying or otherwise mixing it with one or more other substances to form a new product) under circumstances and procedures over which the Seller has no control, then the Buyer shall be responsible for the new product it has made and all elements or components thereof and to hold the Seller and the Seller's Products harmless from any claims of damage or injury that the new product or any of its elements or components caused or allegedly caused to any employee of the Buyer or user of the new product, including defense cost, reasonable attorney fees and any damages arising therefrom.

12. Intellectual Property Rights

Unless otherwise agreed in writing by both parties, any intellectual property rights or industrial property rights in relation to the Products shall belong to Umicore and/or the Seller.

In the event the Seller makes available to the Buyer any means in respect of which the Seller 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 Buyer acknowledges that Umicore and/or the Seller is and shall at all times remain the owner of such means and that the Buyer shall not obtain any intellectual property rights or title as regards such means. The Buyer shall manage all means referred to in this paragraph at its own risk and expenses and keep them strictly confidential. The Buyer commits itself not to use the means above by itself or have the means used by third parties except to the extent the Buyer has been authorized in writing by Umicore and/or the Seller to do so or for the purpose of performance of the Agreement.

The Buyer guarantees that no right or claim will be raised by any third party of any intellectual property rights or industrial property rights based on the Products resulting from the Seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the Buyer. Otherwise, the Buyer shall indemnify, defend and hold the Seller and the Seller's Affiliates, and their successors, clients, agents, shareholders, directors, officers, employees, harmless from and against any and all suit, action, administrative penalty, proceeding, judgment, losses, costs, damages, expenses (including without limitation to legal fees such as litigation and arbitration fees, investigative and evidentiary fees, attorney fees, etc.), taxes, fines, charges, penalties, liabilities and/or settlement or judgement amounts. The Seller may, at its option, be represented by and actively participate through its own counsel in any suit, or action, or administrative proceedings against the foregoing persons and entities.

Without prior written consent of Umicore and/or the Seller, the Buyer shall not, directly or indirectly: (i) reverse engineer any Products; (ii) file any patent application based on the Products; or (iii) challenge or attempt to invalidate any of intellectual property rights associated with the Products and possessed by the Seller.

13. Termination and Remedies

產品免受該等索賠，並應對與此相關的抗辯費用予以賠償。

如買方在賣方無法控制的情況和程序下改變產品的物理狀態、外形、形式、性質或特徵（包括但不限於通過化合、摻和、溶解、合金或其他方式將產品與其他一種或多種物質混合從而構成新產品），買方應對其製成的新產品與一切元素或組成部分負責，保持賣方和賣方產品免受任何其員工或新產品用戶對於遭受或聲稱遭受該新產品或該新產品的任何元素或組成部分的損害或傷害的索賠，包括抗辯費用、合理之律師費用及其引起的任何損害賠償。

12. 智慧財產權

除雙方另有書面約定，與產品相關的任何智慧財產權或工業產權應歸屬於優美科和/或賣方。

如賣方允許買方接觸其佔有的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，買方承認優美科和/或賣方是且應當在任何時候是該等介質的所有人，且買方不得獲得該等介質相關的任何智慧財產權或所有權，買方對該等介質不享有任何智慧財產權或所有權。買方應自擔風險和費用管理所有本條所涉及的介質，並且對其嚴格保密。除為履行本協議之目的或在買方已獲得優美科和/或賣方的書面授權的範圍外，買方不得擅自使用該等介質，也不得允許第三人使用該等介質。

如買方要求賣方遵照買方所提供的技術圖樣、圖案、程序或其它規格提供產品的，買方確保任何第三人均不能根據工業產權或其它智慧財產權就產品對賣方主張任何權利或要求。否則買方應就任何針對賣方和關聯方，及其繼任者、客戶、代理、股東、董事、高級管理人員或員工的主張進行抗辯，並使上述各方免於因此遭受的任何訴訟、司法程序、行政處罰、程序、審判、損失、成本、損害、費用（包括但不限於訴訟和仲裁費、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。賣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。

未經優美科和/或賣方的事先書面同意，買方不得直接或間接地：(i) 對任何產品進行反向工程；(ii) 提交基於產品的任何專利申請；或 (iii) 對由賣方佔有的並與產品相關的任何智慧財產權提出異議或試圖使之無效。

13. 終止與救濟

The Seller may terminate all or any part of the Agreement at any time or times by written notice to the Buyer: (a) if the Buyer fails to observe or comply with any covenants, terms or conditions contained in these Terms and Conditions and the Agreement; (b) if the Buyer fails to make payment in accordance with the agreed schedule and its nonperformance continues after receiving the written demand for performance from the Seller; or (c) if there is any proceeding by or against the Buyer in bankruptcy or insolvency.

Upon termination, the Seller may sell or dispose the Products under this Agreement elsewhere on such terms or in such manner as the Seller may deem appropriate, and use the proceeds to cover the Price the Buyer should have paid for the Products, as well as any excess costs or the expenses incurred by the Seller (including, but not limited to, reasonable attorney fees, storage charges, insurance premiums and any other costs of such sale or disposal). If such proceeds are insufficient to cover the aforementioned payments, the Buyer shall pay the shortfall to the Seller.

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

14. Force Majeure

Either party may be exempted from any liability due to any delay or impossibility of performance of contractual obligations during the following 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, strikes or other labor disputes (unless they could reasonably be avoided or resolved), fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, riots or embargoes, shortage or restraints of logistics or supply chains, 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. The Seller shall have the right to, at its sole discretion, cancel any Agreement or any part thereof without any charge or penalty and/or sell the Products covered by the Agreement to other customers for the duration of the Buyer's inability to perform due to the occurrence of an event of force majeure. The Seller may also terminate, with notice to the Buyer, the whole Agreement if the force majeure event has been continuous in effect for a period beyond three (3) months.

15. Waiver

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

16. Assignment

The Buyer shall not assign to any person or entity all or a portion of its rights or obligations under any Agreement or these Terms and Conditions without the

賣方可書面通知買方在下列任何時候完全或部分終止協議：
(a)買方未能遵守或遵照本條款和協議項下的任何契約、條款或條件；(b)買方未能按期履行付款義務且在賣方書面催告後仍不履行的；或(c)存在買方提起的或針對買方提出的任何破產或清算程序。

終止後，賣方可根據賣方認為合適的條件或方式，向他方銷售或處置該產品，並將所得用於彌補買方應支付的產品價格和賣方因此發生的任何額外成本或費用（包括但不限於合理的律師費用、倉儲費、保險費及其他銷售或處置費用）。如果該等所得不足以支付上述款項，買方還應向賣方支付差額部分。

儘管有上述終止協議的權利，賣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不受影響，所有賣方的權利和救濟均可累計且不設限額的。

14. 不可抗力

任何一方可以就如下不可抗力情形發生期間的任何延誤或不能履行約定義務而免責，亦即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、罷工或其他勞動糾紛（除非存在合理規避或解決的可能）、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、物流或供應鏈的短缺或緊張、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。賣方有權自行決定取消任何協議或其中任何部分，和/或且在買方因不可抗力情形發生而無力履行的期間內將產品銷售給其他客戶，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，賣方亦可通知買方終止協議。

15. 豁免

賣方對於買方對本條款或協議的違約的任何豁免，或賣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，在買方發生任何條款違約或任何協議違約情形下，均不構成對任何賣方救濟的限制。

16. 轉讓

未經賣方事先書面同意，買方不得向任何個人或實體轉讓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

prior written consent of the Seller, and any attempted assignment without such consent shall be void. The Seller may assign any of its rights and obligations under any Agreement or these Terms and Conditions without the consent of the Buyer in the event that the Seller 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.

17. 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.

18. Confidentiality

The Buyer shall keep in strict confidence all information obtained from the Seller and, without the prior written consent of the Seller, shall not use any such information for any purpose other than the performance of the Agreement. The Buyer 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 and the Agreement shall be deemed to be confidential information for the purposes of this Section.

The Buyer is strictly prohibited to take pictures or videos at the Seller's premises.

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.

19. 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 and UN Contracts for the International Sale of Goods (CISG). All disputes shall be brought before the Chinese Arbitration Association, Taipei for arbitration. The seat of arbitration shall be in Taipei.

20. 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.

意的試圖轉讓均屬無效。如果賣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，則賣方可不經買方同意轉讓其在協議或條款項下的任何權利或義務。

17. 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，均不影響該協議或條款項下的其他規定或其他任何部分的效力。

18. 保密

買方應對自賣方處獲悉的所有資訊嚴格保密，未經賣方事先書面同意，不得將該等資訊用於除履行協議以外的任何其他目的。買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，產品價格以及協議均應屬本條款項下的保密資訊。

嚴格禁止買方在賣方場所內攝影或攝像。

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。

19. 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和聯合國國際貨物銷售合同（CISG）。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。

20. 語言

本條款由英語和中文寫成。中英文版本間之條款如有不符之處，應以中文版本為準。