

## General Terms and Conditions of Delivery and Payment in Taiwan 台灣的交付和付款的一般條款和條件

09.2016

### 1.、 範圍

即使未明確或另行約定，本台灣的交付和付款的一般條款和條件（下稱“本條款和條件”）適用於台灣科德寶寶翎不織布股份有限公司（下稱“我們”或“本公司”）所有的報價、合約、交付和其他服務（下稱“交付”），包括與客戶所有未來的業務往來。本條款和條件在客戶下達訂單時視為已被客戶接受。客戶所提出的與本條款和條件相矛盾的條件我們不予接受。這些條件只在獲得我方明確的書面同意之時方能適用。如果本條款和條件中的任何規定無效，其餘規定的有效性不受影響。若本條款和條件與雙方另行書面約定的主合約或訂單有衝突，則優先適用另行約定的內容。

### 2.、 合約、文件、智慧財產權的完成

2.1 在雙方並未簽署其他書面合約的情況下，我們的報價不具拘束力。合約關係僅在獲得我方書面的訂單確認函之時成立。貨物交付的日期和範圍僅與我們的書面訂單確認函有關。如果我們未以書面形式確認訂單，則合約最遲在訂單履行時成立。我方代表所做的口頭聲明或電話聲明僅在我方以書面形式予以確認的情況下具有拘束力。

2.2 如果與外貿或禁運（和/或其他制裁）有關或者與環境法相關的國內法或國際條約禁止合約的執行，則我們無義務履行該合約。

2.3 我們保留所有估價單、設計、圖紙和其他文件的所 有權和著作權；僅在我們事前明確書面同意的條件下，才可以向第三人提供該等文件。作為我方報價的一部分予以提供的圖紙和其他文件應按照我們於任何時候提出的要求予以返還；如果未向我們下達訂單，則返還要求為強制性要求。如果我們根據客戶提供的圖紙、模型、樣本或其他文件交付產品，則客戶需保證其所提供之圖紙、模型、樣本或其他文件不侵犯第三人的智慧財產權。如果第三人就其所有權特別禁止生產和交付該類產品，則我們有權中止所有相關的事宜並請求客戶賠償我們所 受一切損害。此外，客戶應立即賠償我們前開損害。

2.4 我們不接受任何形式的口頭訂單。在我們出具書面 的訂單確認函之後，我們有權立即採購整個訂單的原材料並按總訂貨量進行生產。因此，訂單下達之後的任何客戶變更請求不被納入考慮，除非我們以書面形式另行明確約定。

### 3.、 性能描述

3.1 交付產品的品質以明確約定的產品特徵描述為準（例如，規格、標籤、核准和其他資訊）。我們僅在

### 1. Scope

These General Terms and Conditions of Delivery and Payment in Taiwan (hereinafter “Terms and Conditions”) apply to all offers, contracts, deliveries and other services (hereinafter “delivery”) of Freudenberg & Vilene Nonwovens (Taiwan) Co., Ltd. (hereinafter “we”, “us” or “Company”), including all future business relations with the customers. The Terms and Conditions shall be considered accepted upon order placement by the customers. Conditions to the contrary set by our customer shall not be accepted. These may only be applicable with our express written consent. If any clause of these Terms and Conditions becomes invalid the validity of the remaining stipulations shall not be affected. If there is any conflict between the Terms and Conditions and the main contract or spate order otherwise agreed by both parties, the otherwise agreed content shall prevail.

### 2. Completion of contract, documents, intellectual property rights

2.1. Providing that there are no other written agreements between both parties, our offers are not binding. A contract shall only be completed upon our written order confirmation. Only our written order confirmation is relevant for the date and scope of delivery. If the order is not confirmed by us in writing, the contract shall be completed upon order execution at the latest. Statements made by our representatives orally or by phone shall be legally binding only if confirmed in writing.

2.2 We are not obligated to fulfill the contract if national or international rules and regulations regarding foreign trade or embargos (and/or other sanctions) or environmental law prohibit its execution.

2.3 We reserve all proprietary rights and copyrights of estimates, designs, drawings and other documents; these may be made available to third parties only with our prior express approval in writing. Drawings and other documents provided as part of an offer must be returned to us on request at any time; this is mandatory when the order is not placed with us. In case of our delivery of items according to drawings, models, samples or other documents provided by the customer, the

有明確書面約定的情況下做出特殊用途或特定適用性的擔保；否則適用性風險和使用風險須由客戶承擔。交付產品和服務的特徵或其他屬性除有明確約定外將不予擔保。我們保留任何常規的物理和化學屬性或技術上不可避免的偏差，包括顏色、配方、製作方法、工藝、原材料的使用以及訂貨尺寸。

3.2 交付產品的詳細資訊（例如目錄、產品資訊、電子媒體或標籤上提供的資訊）是基於我們的一般經驗和知識，因此僅作為參考。這些產品的詳細資訊以及明確說明的特徵/用途並不免除客戶對產品進行預定用途測試的必要。

3.3 關於品質以及我們產品的可能用途的詳細資訊不包含任何擔保，除非以書面形式明確約定。

#### 4、交付和交付時間

4.1 產品交付的時間以經我們書面確認的合約或訂單確認函為準。如果在交付期限屆滿之前交付產品已離開我們的工廠，或者如果我們已通知客戶該訂單已備好發貨，則視為我們符合交付期限。只要客戶未妥當履行其義務（例如提供技術資料和文件、核准以及支付預付款或提供付款擔保），則交付期限仍未生效。

4.2 除非雙方另有書面約定，我們有權分批交付。

4.3 如出現導致無法及時履行已接受訂單的不可抗力事件或其他超出我們控制範圍的事件，只要這些事件仍持續有影響，則我們的交付承諾也無法兌現。

4.4 一般情況下我們不接受已出售的無任何瑕疵的貨物的退貨申請。

4.5 如果客戶破產或者進入破產程序、重整程序或類似程序、流動資金短缺或出現財務狀況的重大惡化，則我們有權立即中止交付並拒絕履行當前的合約，除非客戶先行履行合約義務或者應我們的要求提供適當的擔保。

#### 5、擔保、出口控制要求

5.1 在我們對客戶提出的所有請求得到滿足之前，我們保留對所有已交付貨物的所有權；所有交付物須視為一次性的交付交易。保留的所有權作為交易金額的擔保。上述所有規定也適用於未來的請求。

5.2 客戶僅有權在其正常業務範圍內轉售或處理所購得的產品，或者將其與其他貨物相混合或組合；但是，對此客戶將根據雙方商定的最終發票總額（包括增值稅），將因所購產品的轉售、處理、混合、組合或其他法律原因導致的所有請求權（尤其是因保險合約或不法行為產生的請求）轉讓給我們。如果產品尚未出售但受制於某一工作和材料合約或工作和服務合約，則此條款同樣適用。

latter shall ensure that the intellectual property rights of third parties are not infringed upon. If a third party, referring to proprietary rights prohibits in particular the manufacture and delivery of such items, we shall be entitled to suspend all relevant activities and claim damages against the customer for all loss suffered therefrom. In addition, the customer shall indemnify us immediately from said damages.

2.4 We do not accept any oral order. After we confirm an order in writing, we shall be entitled to procure materials for the entire order and to manufacture the total order quantity immediately. Any customer requests for changes after order placement will, therefore, not be taken into consideration unless explicitly agreed upon in writing.

#### 3. Performance description

3.1 The quality of the delivery item shall be described by explicitly agreed features (e.g. specifications, labels, approvals and other information). Warranty for a special purpose or particular suitability shall be given only in case of explicit written agreement; otherwise the risk of suitability and use shall be assumed by the customer. Features or other qualities of deliveries and services, other than the ones expressly stipulated, shall not be warranted. We shall reserve any customary or technically unavoidable deviations from physical and chemical quantities, including colors, formula, recipes, processes and the use of raw materials as well as order sizes.

3.2 Details of the delivery item (e.g. provided in catalogues, product information, electronic media or on labels) are based on our general experience and knowledge and are thus used as a reference only. These product details as well as the expressly stipulated features/purposes shall not relieve the customer of the need to test the product for the intended purpose.

3.3 Details on quality and possible uses of our products do not include any warranties, unless these are explicitly specified as such in writing.

#### 4. Delivery and delivery time

4.1 Delivery date shall be subjected to the written contract or order confirmation by us. Delivery deadlines shall be considered as met if, prior to deadline expiry, the delivery item has left our factory or if we have informed the customer that the order is ready for shipment. Delivery deadlines shall remain ineffective as long as the

5.3 所有權的保留同樣適用於因全數將所購得的產品與 其他貨物一起處理、混合或組合所產生的新產品。這些流程須由我們完成，以使我們被視為生產商。如果所購產品與第三人的貨物一起處理、混合或組合後第三人喪失所有權，則我們將按這些貨物的客觀價值比例獲得共同所有權。如果我們的所有權因該類組合或混合而喪失，則客戶須按我們交付貨物的發票價值，將其所有權和/或新存貨的預期權利轉讓給我方，並免費代表我方予以保管。

5.4 即使有該等轉讓，在我們撤回授權之前，客戶應被授權收取轉售的債權的主張。只要客戶及時 滿足對我們的付款要求，我們不會自行主張債權。如收到我們的書面請求，客戶有義務通知我們該已轉讓請求的債務人並將該等轉讓通知該債務人。

5.5 如果客戶拖欠應支付予我們的款項，或因財務狀況 的重大惡化而出現流動資金短缺，或者不妥當履行雙方議定的合約義務，我們有權根據第 5.2 條立即撤銷對客戶的轉售授權以及收取轉讓債權的授權。如果客戶破產或者進入破產程序、重整程序或類似程序、中止付款，或者如果因為流動資金短缺導致客戶業務的所有權變更，則轉售和收取已轉讓債權之授權將自動停止。

5.6 客戶須盡到合理謹慎義務，代表我們免費保管我們 所 ( 共同 ) 擁有的材料，並對火災、竊盜和其他常見風險進行投保。

5.7 客戶不得對保留所有權的情況下交付的貨物進行任 何質押或轉讓 ( 作為擔保 )。在第三人做出任何質押或任何其他侵犯我方所有權的行為之前，客戶須立即通知我們，並以書面形式向我們和第三人確認所有權。所產生的法律訴訟導致的費用 ( 即使我們勝訴 ) 由客戶承擔。

5.8 如果客戶違反合約，尤其是遲延支付款項，我們有 權收回貨物；客戶特此提前同意該等情況下的收回行為。僅當我們做出明確說明時，收回貨物始視為終止合約。收回貨物招致的所有費用 ( 尤其是運輸費用 ) 須由客戶承擔。僅當已全額支付購買價格和所有費用之時，客戶始可在無明確通知撤銷的情況下要求交付已收回的貨物。

5.9 客戶承諾在任何情況下均不會從事以下交易：

— 涉及歐洲聯盟法規或美國出口管制法律和法規項 下的制裁名單中所列個人、組織或機構的交易。

— 涉及禁運國家的非法交易。

— 需要許可，尤其是出口許可，但該類許可尚未被 授予的交易。

— 與核武器、生化武器或化學武器有關的交易，或 者與任何其他最終為軍事用途有關且尚未授予許可的交易。

customer has not properly fulfilled his obligations, such as furnishing technical data and documents, approvals as well as making a down payment or providing a payment guarantee.

4.2 Unless clearly agreed otherwise in writing by both parties, we shall be entitled to deliver by instalments.

4.3 Force majeure or other events beyond our control that render the timely execution of accepted orders impossible shall relieve us of our delivery commitment as long as these events prevail.

4.4 It is generally not possible for us to accept returned sold and non-defective goods.

4.5 In case that customer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, shortages of liquid funds or a significant deterioration of financial circumstances we shall be entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts unless the customer executes counter-performance or, on our request, provides appropriate securities.

## 5. Securities, export control requirements

5.1 We shall reserve the ownership of all and any goods delivered until all claims maintained by us towards the customer have been satisfied; all deliveries shall be considered as one inclusive delivery transaction. The reserved ownership shall be security for the transaction amounts. All aforementioned stipulations shall also apply to future claims.

5.2 The customer shall be entitled to resell or process the purchased item or mix or combine it with other goods in the scope of his ordinary business only; however, he will thus now assign to us all claims resulting from resale, processing, mixing, combining or other causes in law related to the purchased item (in particular from insurance contracts or unlawful acts) in the amount of the mutually agreed final invoice total (incl. VAT). The same applies if an item is not sold but subject to a contract for work and materials or a contract for work and services.

5.3 Reservation of ownership shall also apply to such new products resulting from the processing, mixing or combining of the purchased items with other goods in their full amount. These processes shall be performed on our part so that we shall be deemed to be the manufacturer. If third-party



## 6. 、 價格和付款

- 6.1 在訂單確認函中沒有特別列明的情況下，我們的價格為常規交付期限內將貨物通過陸路運輸交付至客戶指定地點的不含稅新台幣價格。對於特殊交付期限和交付地點的訂單，以訂單上的另行約定為準。
- 6.2 如原材料、工資、能源和其他超出我們控制的因素出現不可預見的變更，我們將有權相應地調整價格。對於分批交付而言，每一批交付可單獨開具發票。如果合約完成前未就價格達成合意，則以交付日的價格為準。
- 6.3 除非另有約定，否則我們的發票須立即支付，無折扣。
- 6.4 我們無義務接受票據、支票或其他支付承諾。
- 6.5 收款日為我們收到款項或款項已計入我方銀行帳號之日。如果客戶支付出現遲延，我們有權就該遲延收取逾期付款違約金。這不限制我們主張額外賠償的權利。
- 6.6 如果客戶出現支付遲延，我們還可選擇要求客戶支付分期付款中未到期的應付額或其他對客戶已存在的請求，或者對於未來的交付也以此條件為前提履行，或對於其他合約可以要求提供事先擔保或者在交付的同時進行付款。
- 6.7 預付款和分期付款不計利息。
- 6.8 客戶只可就其不具爭議或者已經判決之主張為抵銷或扣減支付款項。

## 7. 、 瑕疵索賠

- 7.1 我們只根據以下規定對我們交付的貨物的瑕疵負責：
- 7.2 客戶須妥當履行其與檢驗有關的責任。
- 7.3 如果有瑕疵的產品已交付，則在生產（加工或安裝）之前，我們應獲得對該產品進行篩選並修復瑕疵或另行交付的機會，除非無法合理預期從客戶處獲得該機會。如果我們無法完成此項約定或者未能及時予以遵守，客戶可就此解除合約，退還貨物並由我方承擔風險。
- 7.4 如果瑕疵在生產開始之後始得發現，則無論是否根據第7.2條履行責任，客戶均可要求後續責任的履行（由我方選擇重工或重新交付）。
- 7.5 如果採取重新交付，客戶有義務應我們的請求返還有瑕疵的產品。
- 7.6 如果後續履行會產生不合理的費用、不能夠接受或者因其他原因必須視為履行不能者，則僅當瑕疵無

ownership rights extinguish after processing, mixing or combining with goods from those parties, we shall acquire joint ownership at a ratio of the objective value of those goods. If our ownership ceases as a result of combining or mixing, the customer shall then transfer to us their ownership and/or expectant rights of the new stock or item to the extent of the invoice value of goods delivered by us, and shall hold them in custody on our behalf at no charge.

- 5.4 The customer shall be authorized to collect debt claims from the resale despite the assignment, as long as we have not revoked this authority. We will not collect debt claims ourselves, as long as the customer meets their payments with us in due course. Upon our first written request the customer shall be obliged to inform us about the debtors of assigned claims as well as to notify debtors of the assignment.
- 5.5 We shall have the right to revoke the customer's authority for resale according to point 5.2 and collection of assigned claims with immediate effect if the customer is in arrears with payments to us, experiences a shortage of liquid funds due to a significant deterioration of financial circumstances or does not carry out mutually agreed contractual obligations properly. In case that customer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, discontinues payments, or if due to a shortage of liquid funds a change of ownership occurs in the customer's business, the authority for resale and collection of assigned claims will cease automatically.
- 5.6 The customer shall hold our (jointly) owned materials in custody on our behalf at no charge with due care and diligence as a prudent businessperson and shall insure them against fire, burglary and other usual risks.
- 5.7 Any pledge or assignment as security by the customer of goods delivered under reservation of ownership is forbidden. Prior to any pledge or any other infringement of our ownership rights by third parties the customer shall notify us immediately and confirm the right of ownership in writing both to us and the third parties. Any residual costs arising from resulting legal action, despite our winning a case, shall be covered by the customer.
- 5.8 If the customer violates the contract, in particular by delays in payment, we shall be entitled to recover the goods; the customer hereby gives his advance consent to this recovery in such a case.

法在合理期限內修復的情況下允許客戶主張解除合約或降低購買價格。但是，如為輕度瑕疵，客戶無權解除合約。

7.7 客戶應允許我們立即檢驗任何拒收貨物，尤其是這些貨物應根據我們的要求提供給我們，費用由我方承擔。若投訴無任何根據，則我們保留向客戶收取運輸費用和檢驗費用的權利。

7.8 如果瑕疵可歸因於違反操作、維護和安裝說明、使用或儲存不當、搬運或組裝錯誤或過失、自然磨耗或者客戶或第三人篡改交付貨物，則任何瑕疵索賠不會被支持。

7.9 任何損失、補償或費用報銷僅可根據第 8 條約定提出主張。

7.10 如果產品不是新產品，且按照雙方的協定進行交付，則客戶不可提出「生契約解釋上爭議」建議針對新產品為定義，以避免雙方就此發

## 8. 責任

8.1 對於由於我們、我們的員工或履行輔助人因為故意或重大過失而造成的損失，我們承擔相應的責任。

8.2 對於因我們故意或過失致生命、身體或健康傷害、重大合約責任的擔保或違反而導致的損失，我們也應承擔責任。如果違反了與合約相關的責任，我們的責任限於該類產品的一般平均可預測的直接損失，且該類所有責任的上限不得超出我們產品的總售價。上述規定還適用於我們的員工和履行輔助人故意或重大過失的情況。

8.3 如果我們產品的出售故意或過失侵犯了第三人的智慧財產權，我們應對侵犯第三人智慧財產權負責。如果我們根據客戶提供給我們的圖紙、模型、描述或其他文件或資料生產交付專案，則此條款不適用。在這種情況下，客戶保證：目前和未來均不會侵犯第三人的智慧財產權；對於其可能知曉的任何潛在的和主張的第三人智慧財產權侵權，其將立即通知我們；就第三人的索賠對我們做出賠償；並承擔因此而產生的所有費用和開支。

8.4 已交付產品的瑕疵請求權將在產品交付一年後失效。

8.5 如果客戶已不得請求我們為後續履行，則客戶對降價和解除合約的權利的請求也將被拒絕。

8.6 除本條所列之情事外，我們將免於承擔責任。

## 9. 履行地和管轄地，其他約定

9.1 客戶僅在事先獲得我方書面同意的情況下，才可以轉讓其來自於合約關係的權利義務。

The recovery shall be considered a termination of contract only if explicitly stated by us. All costs incurred by the recovery (in particular transport costs) shall be charged to the customer. The customer may demand the delivery of goods recovered without an express notice of withdrawal only once the purchase price and all costs have been fully paid.

5.9 The buyer undertakes to refrain from the following transactions under all circumstances:

– Transactions involving persons, organizations or institutions listed in sanction lists under the EC-Regulations or US export control laws and regulations.

– Illegal transactions involving embargoed countries.

– Transactions subject to permits, in particular export permits, while such permits have not yet been granted.

– Transactions related to nuclear, biological or chemical weapons or transactions related to any other military end-use and for which the required permits have not been granted.

## 6. Prices and payment

6.1 Provided that there are no other specific agreements in the order confirmation, our prices are in NTD excluding taxes for delivery to the agreed venue within normal delivery time by road transportation. For the special delivery term or special delivery venue, it shall be agreed in the order.

6.2 Unforeseen changes in costs for raw materials, wages, energy and others beyond our control shall entitle us to adjust prices accordingly. For deliveries by instalments each delivery may be invoiced separately. If no prices have been agreed at the completion of contract, our delivery day prices shall be applicable.

6.3 Unless otherwise agreed, our invoices are due immediately and are payable without discount.

6.4 We shall not be obliged to accept bills, cheques and other promises to pay.

6.5 The receipt of payment date shall be the day on which the amount is in our possession or has been credited to our bank account. In case of delays in payment by the customer, we shall be

9.2 對於所有基於本條款和條件所為交易關係（尤其是我們的交付物）而導致的索賠，實際履行/交付地視為履行地。

9.3 對於所有基於本條款和條件所為交易關係（尤其是我們的交付物）而導致的請求而言，雙方同意以 台灣桃園地方法院為第一審管轄法院。這也適用於和合約關係的形成和效力有關的爭議。雙方間因 本條款和條件而產生的相關爭議應提交中華民國仲裁協會，根據中華民國仲裁法及該協會之仲裁規則於\_\_\_\_\_(台北/台中/高雄(請選一地))以仲裁解決之。仲裁程序須以中文進行。仲裁委員的仲裁決定是終局性的，對相關各方均具拘束力。

9.4 本條款和條件之準據法為中華民國法律，並排除其他法律衝突原則之適用。《聯合國國際貨物銷售合同公約》（CISG）和其他與貨物銷售統一法有關的國際公約不適用。

## 9.5 通知

除非另行約定，所有本採購條件下要求或允許之通知或交流（以下合稱「通知」）均應由私人運送人（例如聯邦快遞、UPS）、傳真或其他電子方式以書面向下列雙方之適當地址為之。如由私人運送人送達（例如隔夜送達、次一營業日送達等），該通知應視為於該私人運送人規劃之送達日當天正當送達；如於營業日之通常營業時間理由傳真或其他電子方式寄送，應視為於該營業日送達，如於營業日之非營業時間寄送，則視為於次一營業日送達。

本公司：\_\_\_\_\_

供應商：\_\_\_\_\_

任一方之上述地址如有更新，應立即以書面通知另一方。

entitled to charge a penalty for the delay payment for the duration of the delay. This shall not restrict the right to claim additional damages.

6.6 In case of the customer's payment delay we may additionally choose to call outstanding purchase price instalments or other existing claims against the customer due as well as to make future deliveries under this or other contracts dependent on an advance security or a contemporaneous payment against delivery.

6.7 Advance or part payments are non-interest bearing.

6.8 The customer may set off or withhold payments only if their counterclaim is undisputed or res judicata.

## 7. Claims for defects

7.1 We shall be liable for defects of goods delivered by us only according to the following stipulations:

7.2 The customer shall properly fulfil their duties regarding inspection.

7.3 If defective goods are delivered, we shall be given the opportunity, prior to manufacturing (processing or installing), to sort out such goods and rectify the defect or to make an additional delivery, unless this cannot reasonably be expected from the customer. In case we are unable to accomplish this or we fail to conform to such in due course, the customer may rescind the contract to this extent and return the goods at our risk.

7.4 If the defect comes to light only after the start of manufacturing, despite the fulfilment of duties according to point 7.2, the customer may demand subsequent performance (rework or substitute delivery by our choice).

7.5 In case of substitute delivery, the customer is obliged to return the defective material on request.

7.6 Under the circumstances that subsequent performance will incur unreasonable expenses, is unacceptable or must be considered as failed for other reasons, the customer's claims for rescission of contract or reduction of purchase price shall be granted to the extent that the defect cannot be remedied within an appropriate period. The customer shall, however, have no right to rescind the contract in case of minor defects.

7.7 The customer shall allow us to promptly inspect

any rejected goods; in particular, these shall be made available to us on request and at our cost. If complaints are unfounded, we shall reserve the right to charge transport costs and inspection expenses to the customer.

7.8 No claims for defects may be lodged if the defect can be put down to a violation of operation, maintenance or installation instructions, improper use or storage, faulty or negligent handling or assembly, natural wear and tear or tampering with the delivery item by the customer or a third party.

7.9 Damages, compensation and reimbursement of expenses may only be claimed according to Article 8.

7.10 For products other than new goods, delivered as mutually agreed upon, the customer may not make the aforementioned claims.

## **8. Liability**

8.1 We shall be liable for any damages insofar as we, our employees or performing parties are charged with intent or gross negligence.

8.2 For damages resulting from injury to life, body or health due to our intent or gross negligence, guarantees or violation of material contractual duties, we shall also be liable. In case of a violation of contractually relevant duties, our liability shall be limited to the direct average damage, predictable and typical according to the type of goods, and such total liability shall be capped no more than the total sales value of our goods. The aforementioned stipulation shall also apply to intent or gross negligence by our employees or performing parties.

8.3 We shall be liable for the infringement of third parties' intellectual property rights if such infringement results from our intent or negligence relating to the sale of our goods. This shall not apply if we have manufactured the delivery items according to drawings, models, descriptions or other documents or data provided by the customer. In such circumstance, our customer warrants that there has been and will be no infringement of third parties' intellectual property rights, to inform us without delay of any potential and alleged cases of infringement of third parties' intellectual property rights which may become known to them, to indemnify us from third parties' claims and, to bear all costs and expenses incurred.

8.4 Claims for defects of delivered products shall lapse 1 year after delivery of the products.

8.5 Customer's claims for price reduction and rights to rescind the contract shall be rejected so far as the customer's claim for subsequent performance has lapsed.

8.6 Except for the situations stipulated in this provision, we shall be exempt from liability.

#### **9. Place of performance and jurisdiction, other provisions**

9.1 The customer may assign their claims from the contractual relationship only with our prior written consent.

9.2 For all claims from transaction relations hereunder, particularly our deliveries, the place from which performance/delivery is made shall be the place of performance.

9.3 For all claims from transaction relations hereunder, particularly our deliveries, the parties agree that the place of jurisdiction of the first instance shall be the Taiwan Taoyuan District Court. This shall also apply to disputes as to the creation and validity of a contractual relationship. The relevant dispute arising from the Terms and Conditions shall be solved by the Chinese Arbitration Association, Taipei ("CAA") at \_\_\_\_\_ (Taipei/Taichung/Kaohsiung (Choose one place)) in accordance with the Arbitration Law of Republic of China and the arbitration rules of the CAA then in force. The arbitration proceedings shall be conducted in the Chinese language. The award rendered by the arbitrators shall be final and binding upon the parties concerned.

9.4 The Terms and Conditions shall be governed by the laws of the Republic of China, excluding the conflicts of laws principles. The UN-Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

#### **9.5 Notice**

Unless otherwise provided hereunder, all notices or communications (collectively referred to as "Notice") required or permitted under this Terms and Conditions shall be made in writing



and sent by private carrier (e.g., Fed Ex, UPS) or by facsimile or other electronic means to the appropriate address of each party as stated below. If delivered by private carrier (e.g., overnight delivery, next-business-day delivery, etc.), a notice shall be deemed to be duly served on the date of the private carrier's scheduled delivery; if sent by facsimile or other electronic means during regular business hours on a business day, it shall be deemed served on that business day, or on the next business day if sent during non-business hours of a business day.

Company: \_\_\_\_\_

Customer: \_\_\_\_\_

Either party shall promptly notify the other party of any change in its address set forth above by a written notice.