

General Conditions of Purchase

一般採購條件

1、範圍

- 1.1. 本一般採購條件應被排他性適用於所有由科德寶遠東股份有限公司(“本公司”或“我方”)訂立的有關貨物採購、服務和工作成果的訂單和合約。由供應商提出的任何與本採購條件背離、衝突、矛盾或補充的條件皆不被我方接受也不對我方產生約束力。如我方在某一特殊情況下不反對納入供應商提出的條件或我方承認供應商提出的相反或補充條款、條件且毫無保留地接受時，本採購條件亦完全有效。
- 1.2. 本採購條件也適用於與供應商將來有關的所有業務事項，即使該業務事項未明確或未另行約定者。
- 1.3. 每個合同均應納入並適用本採購條件，但不適用於本公司已接受或意圖接受的供應商書面報價或已發出或意圖發出的訂單中的其他條款和條件。為本採購條件之目的，本採購條件中出現的合約指供應商與本公司間簽訂的任何貨物買賣（包括分批分期）合約。
- 1.4. 供應商提供我方訂單中羅列的貨物/服務的，則視為供應商已接受本一般採購條件。
- 1.5. 如本採購條件中任一條款已經或即將無效或無強制力，則其他條款依然有效。在此情況下，與無效或無強制力條款目的最相近的合法條款應代替該無效或無強制力條款。
- 1.6. 本採購條件中涉及的任何法規條款均應隨著該條款被修改、重新制定或補充而相應變化。

2、合同、文件、工业产权的完成

- 2.1. 我方與供應商的任何協議以及我方所接受的所有的訂單，惟在我方書面確認後，才被視為對我方具有約束力。在合約訂立時或在此前後的修改、增加或附屬的協議同樣需要我方的書面許可。要求書面形式確認的內容只能以書面形式放棄。傳真、電子郵件或遠程數據傳輸應等同於書面形式。
- 2.2. 如供應商在收到我方訂單後兩週內未書面接受該訂單，則除非另行規定，我方有權撤銷該訂單。交貨要求應具有約束力，除非供貨商在收到交貨要求後三（3）個工作日內提出異議。任何與我方訂單產生的偏差、修改或補充應為無效，除非其被另行明確表明且經我方書面表示同意。

3、價格與付款

- 3.1. 訂單中標明的價格為固定價格，除非書面另行規定，價格一般包括“免運費交貨”、包裝、運輸、保險和交貨中發生的其他費用在內。增值稅必須另行規定，否則將被視為包含於價格中。
- 3.2. 如供應商負責安裝或組裝及/或試運行，即使無其他書面條款規定，供應商也應承擔附帶發生的所有費用，如差旅費和工具提供費用。

1. Scope

- 1.1. These General Conditions of Purchase exclusively apply to all orders placed and contracts concluded by Freudenberg Far Eastern Spunweb Ltd Co. (the Company or we) governing the purchase of goods, services and work performance. Any conditions set by our suppliers that are deviating from, or conflicting with or are contrary or supplementary to these Conditions of Purchase will not be accepted by and shall not be binding upon us. These Conditions of Purchase shall also be exclusively valid if we do not object to the incorporation of our supplier's conditions in a particular case or if, in recognition of contrary or supplementary terms and conditions by the supplier, we accept its delivery without reservation.
- 1.2. These Conditions of Purchase also apply to all future business relations with the supplier, even if not explicitly and separately stipulated.
- 1.3. These Conditions of Purchase shall be incorporated into each Contract and shall govern each Contract to the exclusion of any other terms and conditions subject to which any written quotation of the supplier is accepted or purported to be accepted, or any written order is made or purported to be made, by the Company. For the purposes of these Conditions of Purchase, Contract means any contract for the sale and purchase of the goods (including any instalment thereof or any parts for such goods) made between the supplier and the Company.
- 1.4. In instances where the supplier has provided goods/services in response to an order placed by us, then the supplier is deemed to have accepted these Conditions of Purchase.
- 1.5. If any one clause of these Conditions of Purchase is or becomes invalid or unenforceable, the validity of the remaining stipulations shall not be affected. In such case, the invalid or unenforceable provisions shall be replaced by lawful provisions coming as close as possible to the purpose pursued by the invalid or unenforceable provisions.
- 1.6. Any reference in these Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re enacted or extended at the relevant time.

2. 2. Completion of contract

- 2.1. Any agreement with the supplier and all orders, which have been accepted by us, shall be considered binding upon us only if they are set

- 3.3. 我方僅在收到單獨寄出的發票後進行處理。每張訂單應分別附上發票，發票上必須包括訂單號碼、訂單日期、供應商編號。如發票內容與我方採購訂單不一致，我方有權不支付該發票款項。
- 3.4. 除國外採購交易外，發票金額僅能以新台幣數額開具並支付。
- 3.5. 依據供貨商與我方達成的特殊書面約定，供貨商可在交貨後立即或任何時候向本公司開具發票。在提貨並收到發票和提貨相關文件後，我方有權選擇由銀行轉賬或支票及/或匯票方式予以支付。本公司付款條件為月結90天支付。
- 3.6. 未經我方事先書面同意，供應商無權全部或部分轉讓、分包或以其他方式處置其下權利及/或義務。
- 3.7. 我方可將任何應付供應商的款項與供應商任何應付我方的付款互相抵銷，而無論所抵銷的付款是否屬於同一交易中。我方將明確確認任何產生的抵銷。

4、交貨和交貨時間

- 4.1. 供應商應按照訂單中規定的時間和地點交貨或提供服務，且時間是關鍵。訂單或其他任何協議中規定的交貨時間具有約束力，必須嚴格遵守。如可能出現任何延遲而不能在規定的交貨時間和截止日期內交貨的，供貨商應立即書面通知我方，說明延遲理由並註明期望延遲的時間長短。
- 4.2. 除非是為了滿足我方特殊要求而製造的貨物，我方可於交貨完成前變更或取消對貨物或服務的任何要求。供應商應隨之配合變更。價格和交貨要求也可根據我方變更而作適當調整，但如果供應商未能在收到我方變更通知後5個工作日內向我方發出書面調整要求，則不作進一步調整。
- 4.3. 貨物及/或服務的各個方面必須符合訂單中所列明的規格、要求和描述。所有貨物必須由可靠的材料、工藝和設計組成，且應與我方提供或接受的相關樣品或圖案完全一致。所有服務/貨物都應無任何缺陷。
- 4.4. 僅當我方明確書面表示同意時才允許分批交貨和提前交貨，但付款要求則不得早於原先協議的交貨日期。
- 4.5. 除非另行協議，交貨時應附有交貨通知、質量檢測證書或在國際上被承認的同等資格的其他檢測證書，且詳細說明供應商同意的交貨上細節。在首次交貨時另應提供一份最初樣本的測試報告。
- 4.6. 惟有經過事前安排時程才有可能完成現場交貨。
- 4.7. 如有交付延遲的情況發生，每延遲一日，我方應有權收取0.1%的合約違約金，但違約金總金額不得超過訂單總價值的10%。我方有權保留提出額外損害賠償的權利。
- 4.8. 根據合約基礎，如訂單或委託在任何方面未實質性完成之前，我方保留取消整個或部分訂單或委託。
- 4.9. 一旦我方因供應商未能滿足訂單要求而取消全部

down in writing. Any modification, addition or subsidiary agreement before, at or after contract formation also requires our written consent. The writing requirement may only be waived in written form. Fax, email or remote data transmissions shall be tantamount to written form.

- 2.2. If the supplier does not accept our order within two weeks of receipt in writing, we shall be entitled to revoke the order, unless otherwise stipulated therein. Delivery calls shall be binding unless the supplier objects within three (3) working days of receipt. Any deviation from, modification of or supplement to our orders shall only be effective if explicitly and separately indicated as deviation, modification or supplement and expressly approved by us in writing.

3. Prices and payment

- 3.1. Prices specified in the order are fixed prices. Prices include "free delivery" as well as any packaging, transport, insurance and other costs of delivery, unless stipulated otherwise in writing. VAT must be separately identified, otherwise it will be considered included in the price.
- 3.2. In cases where the supplier is responsible for erection or assembly and/or commissioning while no other provisions have been agreed upon in writing, the supplier shall bear all incidental costs, such as travel expenses and provision of tools.
- 3.3. Invoices will be processed only if we receive them by separate mail. Each order must be invoiced separately. Invoices must include the order number specified in our order, order date and supplier number. We reserve the right not to pay invoices that cannot be matched against our purchase order.
- 3.4. Except for cross border transactions, invoices must be made out in TWD and payments will be made in TWD only.
- 3.5. Subject to any special terms agreed in writing between the supplier and us, the supplier shall be entitled to invoice the Company for the price of the goods on or at any time after delivery of the goods. Payments will be made, by our choice, by bank transfer or cheque and/or bill of exchange after taking delivery and receipt of invoice as well as after receipt of all documents pertaining to the delivery. Payments will be made after 90 days.
- 3.6. The supplier shall not be entitled to assign, subcontract or otherwise dispose of his rights and/or obligations hereunder wholly or partly without our prior written consent.
- 3.7. We may set off any amount that is payable by us to the supplier against any amount that is payable by the supplier to us whether or not arising from the same supply transaction. We shall clearly identify any set off which is made.

或部分訂單，則我方有權向第三方採購質量相似的貨物，且在此情況下，供應商應償還我方因上述取消所產生的所有支出，包括超過原協議訂單中價格的新增價款。

- 4.10. 任何一方不能履行其項下義務僅當由於不可合理控制的情形，且履行義務方於履行義務的過程中無任何錯誤或疏忽（包括但不限於罷工、戰爭或天災），則有責之一方在立即通知對方並詳細說明該不可抗力後，於該延遲期間內可免責，但該有責之一方應盡快採取任何必要的合理行動以緩解所造成的後果。一方由於不可抗力而暫停履行期間，另一方可相應的暫停履行自己全部或部分義務，但該暫停在商業上應為合理。

5、履行地點、風險轉移、所有權獲得

- 5.1. 根據訂單，交付貨物或提供服務的履行地點應為履行行為的地點。除非另行協議，我方的支付履行地點為我方所註冊之辦事處。
- 5.2. 考慮到供應商及其風險，貨物和服務應妥善包裝並送達至我方指定地點。貨物和服務的風險僅在我方或我方指派的運輸商接受送達後，才於履行地轉移至我方，或者在最終接受交貨之後轉移，兩者間以後出現者為準，即使我方已同意支付運費。
- 5.3. 風險在履行地轉移後或我方指派的運輸商交貨後，供應商不得保留任何權利而應由我方取得貨物之所有權。

6、缺陷責任和其他責任

- 6.1. 我方根據交貨所附的文件僅對交付貨物的特徵、質量和明顯的運輸損害進行檢查。一旦在我方商業行為的常規過程中發現貨物或服務的缺陷，我方將在發現後至少5個工作日的適當時間內通知供應商。
- 6.2. 除非本條另有規定，根據適用的法律條款，供應商應對貨物或服務的缺陷承擔責任，該責任不因任何原因或金額而加以限制或免責。在該責任範圍內，供應商應賠償我方且保證我方不受到任何第三方提出的索賠。
- 6.3. 我方有權要求供應商按照合約規定嚴格履行。
- 6.4. 如供應商未能按我方要求立即彌補缺陷，在緊急情況下，特別是為了避免危險或重大損害時，我方有權自行或交由第三方修正缺陷，費用由供應商承擔，而無需事先給予供應商寬限期。
- 6.5. 除非另行協議或法律規定的期限延長情形，缺陷索賠在我方收到貨物及/或服務後30個月之後失效，或工作成果在最終書面接受後30個月後失效。上述情況不適用於那些據其通常用途，被用於建築工程但是造成建築物缺陷的交付，該種情況下，索賠應在5年後才失效。
- 6.6. 此外，供應商應賠償且保證我方不因任何第三方就所有權問題提出索賠而受到損害。
- 6.7. 如缺陷產品和服務需要額外的的工作來進行進一步的檢查的話，則供應商應承擔該額外檢查的費用。

4. Delivery and delivery time

- 4.1. Time is of the essence and goods/services shall be delivered or performed on the date and at the place specified in the order and in accordance with any additional instructions specified by us. Delivery dates specified in the order or otherwise agreed upon are binding and must be strictly met. The supplier shall promptly notify us in writing if there will be likely delays in meeting delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.
- 4.2. Except in the case of goods which must be specifically manufactured to meet our requirements, we may vary or cancel any of its requirements for any good or service prior to completion of delivery. The supplier will accommodate variations by us. Fair adjustments will be made to prices and delivery requirements due to variations by us, except if the supplier does not give us a written request for an adjustment within 5 working days after notice of each variation, no increase adjustment will be made.
- 4.3. The goods and/or services must conform in all respects with the specifications and any other requirements or descriptions stated in the order. All goods must be of sound materials, workmanship and design and shall be equal in all respects to relevant samples or patterns provided by or accepted by us. All services/goods shall be free from defects.
- 4.4. Deliveries by instalments and premature deliveries shall be allowed only with our expressed consent in writing. Payment claims, however, shall be due no earlier than on the delivery date originally agreed upon.
- 4.5. Unless otherwise agreed upon, deliveries must be accompanied by a delivery note and a works test certificate or any other equivalent internationally recognized test certificate generally recognized in the industry specifying the details as mutually agreed upon with the supplier. An initial sample test report must be furnished with first-time deliveries.
- 4.6. On-site deliveries are only possible at previously arranged times.
- 4.7. In case of delivery delays, we shall be entitled to impose a contractual penalty of 0.1% for each day of delay, but no more than a total of 10% of the order value. The right to assert additional damages shall be reserved.
- 4.8. We reserve the right to cancel the whole or any part of an order or any consignment if the order is not completed in any material respects in accordance with the provisions contained in the underlying Contract.

7、缺陷索赔

- 7.1. 如因可歸責於供應商之因素而造成人身傷亡或財產損失，供應商應保證我方不承擔因此產生的任何責任和第三方的賠償請求，且應由供應商對其承擔全部賠償責任。在本條款範圍內，供應商另應償還我方所有因回收行為或任何先由我方採取措施而產生的相關費用。
- 7.2. 供應商應自行承擔保險費用向信譽良好的保險公司為我方所採購的貨物/服務購買足額保險，且每份保險應滿足我方的要求而確實到位。

8、工業產權和規定

- 8.1. 在貨物/服務交付至我方期間，或以此交付為目的之過程中，如有任何知識產權的產生/設計皆歸我方所有。
- 8.2. 供應商保證其交付的貨物和其貨物的使用都沒有侵害第三方的工業財產權、智慧財產權或其他權利，也不得違反任何法律或政府條例，保證供應商交付的貨物中不包含CFC、PCB或石棉。除非另有協定，一經我方請求，供應商應免費提供所有有關IMD系統的數據。
- 8.3. 如第三方因上述交貨或貨物的使用或與之相關的原因向我方提出索賠，供應商應賠償我方因此所受之損害。
- 8.4. 供應商的賠償義務還包含了由第三方訴訟所產生或與之相關的所有費用。

9、所有權保留、模具

- 9.1. 我方對提供的貨物保留所有權（如零件、組件、半成品）。
- 9.2. 我方貨物經過加工、分捲、貼合後所產生的產品的所有價值，我方保留所有權，因該加工、分捲、貼合過程為我方行為，我方可視為製造者。
- 9.3. 在我方支付費用的前提下，對提供給供應商的模具和供應商自己製造或由代表我方的第三方所指定的模具，一旦由供應商製造及/或取得，該模具仍為我方財產或所有權應轉移至我方，且必須明確指明為我方財產。
- 9.4. 供應商應代表我方無償保管我方工具，充分投保並提供證據證明該保險已符合我方要求的投保範圍。除非另行協議，供應商僅在為我方製造零件之目的下使用工具。
- 9.5. 供應商保證對模具應自行負擔費用進行適當維護和修理。合約一旦終止，供貨商應按我方要求不得延遲地返還模具，且無任何衍生權利保留。返還時該模具同其早期使用時一樣情況良好。維修費用由供應商承擔。未經我方事先書面同意，任何情況下供應商都不得報廢模具。

10、質量保證

- 10.1. 供應商應在整個交易期間維持質量管理系統以保證交貨質量，通過內部審核來定期監測該系統，並在監測出任何偏差時立即採取行動。我方在合

- 4.9. In the event we cancel the order due to the supplier not meeting the requirements of the order, in whole or part, we will be entitled to purchase from a third party a like quantity of goods of similar description and quality and in that event the supplier shall reimburse us upon demand for all expenditure incurred by us in connection with the said cancellation including any increase in price over that agreed in the original order.

- 4.10. If either party is prevented from performing its obligations hereunder solely by circumstances beyond the reasonable control and without the fault or negligence of the party obligated to perform (including, without limitation, strikes, war, or acts of God), upon the prompt giving of notice to the other party detailing such force majeure event, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. During the period that the performance by either party has been suspended by reason of a force majeure event, the other party may likewise suspend the performance of all or part of its obligations to the extent that such suspension is commercially reasonable.

5. Places of performance, passage of risk, acquisition of ownership

- 5.1. The place to which, according to the order, the goods have to be delivered or where the service is to be performed shall be the place of performance. Place of performance for our payments is our registered office, unless otherwise agreed upon.
- 5.2. On supplier's account and at supplier's risk, the goods and services shall be properly packed and made to the address designated by us. The risk in respect of the goods and services will pass on to us only with receipt of delivery by us or by a forwarding agent appointed by us at the place of performance or after final acceptance of the delivery, whichever comes later, even if we have agreed to pay the freight charges.

- 5.3. With the passage of risk at the place of performance or with delivery to a forwarding agent appointed by us, we shall acquire ownership of the goods without reservation of any rights for the supplier.

6. Liability for defects and other liability

- 6.1. We will inspect the delivered goods on the basis of accompanying documents only for identity and quantity as well as for visible transport damage. We will notify the supplier about defects of the goods or services, once discovered in the ordinary course of our business within an appropriate time of at least 5 working days after the defect has been detected.

理地提前通知的前提下，有權對供應商的安全保障系統進行檢查。在我方要求下，供應商應允許我方檢查認證書、審核報告和包括所有交貨的測試記錄和文件的檢查程序。

10.2. 我方的“質量標準”是最新版的我方訂單或我方與供應商簽訂的協議中的一部分，此質量標準應按要求送達至供應商。

10.3. 根據貨物/服務的預計使用年限，供應商保證我方在合理的基礎上有權獲得及時、適當的技術支援。（如產品備品，維修服務）

11、 般保證

11.1. 供應商接受訂單後保證：

a) 根據需要，正確安裝和組裝每樣貨物，且貨物與我方相關系統和其他財產兼容並不致損壞；

b) 供貨商交付的每樣貨物/服務都有明確的保固期，或者如無明確期限，則保固期為交貨日和我方首次使用日兩者中後到達的時間之後的12個月；

c) 應滿足預期用途和目的；且

d) 無任何設計、材料、工藝和權利上的缺陷。

11.2. 我方對供應商交付的任何貨物/服務的所有權、佔有、修改、使用或轉售不會侵害任何第三方權利，供應商保證我方不受到任何侵權索賠或訴訟。

11.3. 不得直接或間接向我方員工或代表提供任何形式的誘導或回扣。

11.4. 本條款中列明的保證為額外的由供應商提供或法律默示的任何其他保證。

11.5. 供應商盡最大可能地將其保證的利益或從任何其他個人/實體的保證移轉至我方，以使我方能透過供應商向其他個人/實體行使每一個貨物/服務的追索權。

11.6. 供應商保證自己和交付的每樣貨物/服務都符合所有適用法律和法規。

12、 質保索賠

供應商應令我方滿意地及時處理每個質保索賠。我方可以要求修復或更換處理，也可在處理索賠期間要求臨時解決方案。組件因質保索賠而更換或升級產生的費用不由我方承擔。在處理索賠期間，保固期間暫停計算，直至缺陷被彌補完成後才繼續計算剩餘保固期間。

13、 保密條款、文件

13.1. 由我方提供或供應商透過我方獲得的任何信息、配方、圖紙、模型、工具、技術記錄、程序方法、軟件和其他技術和商業秘密，以及由此獲得的任何工作成果（以下簡稱“保密信息”），供應商應對第三方嚴格保密。這些保密信息僅供用於供應商向我方交貨的商業行為，並僅向需要這些保密信息的與該商業聯繫相關的人士提供，因

6.2. Unless stipulated otherwise in this paragraph, the supplier shall be liable according to the applicable legal provisions, in particular for defects of the goods or services, whereas this liability is in no way limited or disclaimed with respect to cause or amount, and insofar shall indemnify and hold us harmless from and against any third party's claims.

6.3. We shall be entitled to request for the supplier's specific performance.

6.4. If the supplier fails to remedy the defect promptly upon our request, we shall, in urgent cases, in particular to avert danger or major damage, have the right to rectify the defects ourselves at supplier's cost or have this done by a third party without having to grant a period of grace before.

6.5. Claims for defects shall lapse no earlier than 30 months after the goods and/or services was received by us, or in case of work performance 30 months after the written final acceptance, unless otherwise agreed upon or governed by legal provisions that call for extended periods. This shall not apply to deliveries that consistent with their common application are used in buildings and have caused the latter's defectiveness; in that case claims will lapse after 5 years.

6.6. In addition, the supplier shall indemnify and hold us harmless from any third-party claims related to deficiencies in title.

6.7. If defective goods and services necessitate extra work in the incoming inspection process, the supplier shall bear the costs of such additional inspection.

7. Claims for defects

7.1. The supplier assumes full responsibility for, indemnifies and holds us harmless from and against any liabilities and third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the foregoing is attributable to the supplier. Within the scope of this provision the supplier is also obligated to reimburse to us all expenses that are incurred by or in connection with a recall action or any other measure initiated by us.

7.2. The supplier will have in force and maintain at its own cost such policy or policies of insurance with a reputable insurer which provides adequate insurance cover in respect of the provision of goods/services to us and will upon request satisfy us that such insurance is in place.

8. Industrial property rights and regulations

8.1. If any intellectual property is developed/designed during, or as the purpose of, any delivery of a good/service to us, it will belong to us only.

此獲得保密信息的人士應承擔保密義務。

- 13.2. 披露保密信息和任何可能洩露文件、樣品或模型的，都不為供應商產生任何工業財產權、智慧財產權、商業秘密或著作權，也不構成台灣專利法中規定的提前公開出版或提前使用。

14、適用法律，管轄地

- 14.1. 與供應商間的商業關係應由中華民國(台灣)法律排他性管轄，且根據目的也應排除港、澳和中華人民共和國法律。聯合國國際貨物銷售公約和其他有關貨物銷售統一法律的國際性公約也不得適用。
- 14.2. 除非雙方另行協議，雙方間因本條件項下交易而產生的相關爭議應根據有效的仲裁協議，交由中華民國仲裁協會，依中華民國仲裁法及該協會之仲裁規則於臺北以仲裁解決之。仲裁裁決應為最終結果且對雙方具有約束力。

15、解釋

除非另行要求或有其他明確說明，本採購條件中：

- a) 凡涉及“我方”指科德寶遠東股份有限公司；
- b) 凡涉及“供應商”指向我方提供貨物或服務並受到本採購條件約束的任何個人或實體；
- c) “當事方”指我方與供應商；d)
- “貨物”和“服務”包括可交付的任何形式；e)
- “訂單”指為採購貨物和/服務之目的，我方向供應商發出的採購訂單；
- f) 供應商超過一人以上的，每個供應商對我方承擔連帶責任；以及；
- g) “協議”或“合約”指我方與供應商間訂立的書面合約，詳細描述了提供的貨物/服務的範圍和與之相關各當事方的權利義務。

- 8.2. The supplier guarantees that neither his delivery nor its use infringes upon industrial property rights intellectual property rights or other rights of third parties, nor violates legal or official regulations of whatever kind. The supplier also guarantees that the goods delivered by him do not contain CFC, PCB or asbestos. The supplier shall undertake to provide, at our request, all relevant IMD system data at no charge, unless otherwise agreed upon.

- 8.3. The supplier shall indemnify us from all and any claims lodged against us by third parties for reasons of or in connection with the delivery or its use.

- 8.4. The supplier's obligation of indemnification shall also cover all expenses arising from or in connection with claims by a third party.

9. Reservation of ownership, tools

- 9.1. We shall reserve the ownership of goods provided by us (e.g. parts, components, semi-finished products).

- 9.2. Reservation of ownership shall also apply to products resulting from the processing, converting, laminating and finishing of our goods in their full amount, whereas these processes are performed on our part so that we are considered as manufacturer.

- 9.3. Tools made available to the supplier as well as tools manufactured by the supplier himself or ordered at a third party on our behalf, to the costs of which we have contributed, shall remain our property or shall pass into our ownership upon manufacturing and/or acquisition by the supplier and must be clearly indicated as our property.

- 9.4. The supplier shall hold our tools in custody on our behalf at no charge, insure them adequately and furnish evidence of insurance cover at our request. The supplier shall use the tools exclusively for the purpose of manufacturing parts for us, unless otherwise agreed upon.

- 9.5. The supplier shall ensure proper maintenance and repair of the tools provided at his own cost. Upon termination of any Contract, the supplier shall surrender the tools without delay at our request while no right of retention may be derived by him. Upon surrender, the tools must be in apparent good order and condition corresponding to their earlier use. Costs of repair shall be borne by the supplier. In no case must the supplier scrap the tools without our prior written approval.

10. Quality assurance

- 10.1. The supplier shall during the entire business relation maintain a quality management system that ensures the proper quality of deliveries, monitor the system by internal audits in regular intervals and promptly take action if any deviation

has been detected. We shall have the right to inspect the supplier's quality assurance system with reasonable prior notice. At our request the supplier shall permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to the delivery.

10.2. Part of any order placed by us or agreement between us and the supplier are our "Quality Standards" in their current version which shall be sent to our suppliers on request.

10.3. The supplier will ensure that we have access to the prompt supply of appropriate support (e.g. spares, maintenance service) on a reasonable basis throughout the expected life of each good/service.

11. General Warranties

11.1. By accepting an order the supplier warrants:

(a) where applicable, each good will be properly installed and integrated into, will be compatible with and will not damage, our relevant systems and other property;

(b) each good/service supplied by the supplier will for the specified warranty periods, or if there is no specified period, then for 12 months from the later of the date of delivery and the date of first use by us;

(c) be fit for the expected use and purpose; and

(d) be free from any defect in design, materials, workmanship and title.

11.2. Ownership, possession, modification, use or resale of any good/service supplied by the supplier will not infringe any third party rights and the supplier will protect us from any infringement claim or proceeding.

11.3. No form of inducement or reward has been or will be directly or indirectly provided to any of our employees or representatives.

11.4. The warranties set out in this clause are additional to any other assurances given by the supplier or implied by law.

11.5. The supplier will, to the extent possible, pass on to us the benefit of any warranty or other assurance from any other person/entity in respect of each good/service supplied to the intent that we may have recourse against those persons/entities through the supplier.

11.6. The supplier will ensure that the supplier, and each good/service supplied, complies with all applicable laws and regulations.

12. Warranty claims

The supplier will promptly remedy each warranty claim to our satisfaction. We may require repair or replacement solutions and a temporary solution while the claim is being remedied. Components replaced or upgraded within a warranty claim will not be charged to us. Warranty periods are suspended while each claim is being remedied, and then start again for the remaining warranty period of completion of remedying each defect.

13. Confidentiality, documents

- 13.1. Any information, formulations, drawings, models, tools, technical records, procedural methods, software as well as other technical and commercial know-how, made available by us or acquired by the supplier through us, and also any work results thus obtained (hereinafter “confidential information”) shall be maintained in secrecy by the supplier towards third parties, may be used in the supplier’s business exclusively for deliveries to us and be made available only to such persons as need to have access to confidential information in connection with the business relation and have therefore been obligated to maintain secrecy.
- 13.2. Any documents (e.g. drawings, figures, test specifications), samples, models etc. made available by us to the supplier during the business relationship will remain in our ownership and must be surrendered to us on our request at any time, no later than at the end of the business relationship (including any copies, extracts and replicas), or by our choice must be destroyed at supplier’s cost. The supplier thus has no right of retention thereto.
- 13.3. The disclosure of confidential information and any possible communication of documents, samples or models shall establish no right for the supplier to industrial property rights, intellectual property rights, know-how or copyrights and constitutes no prior publication and no right of prior use according to the ROC Patent Law.

14. Applicable law, place of jurisdiction

- 14.1. The business relations with our suppliers shall be exclusively governed by the laws of the Republic of China(Taiwan), which for the purpose hereof shall exclude Hong Kong Administrative Region, Macau Administrative Region and PRC. 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.
- 14.2. Unless otherwise agreed to by the parties, any dispute arising out of or in connection with the transaction contemplated by the parties hereunder shall be submitted to and resolved by the Chinese Arbitration Association, Taipei in accordance with the Republic of China Arbitration Act and the Chinese Arbitration Association,

Taipei Arbitration Rules (“CAA Arbitration Rules”) then in force. The place of arbitration shall be in Taipei, Taiwan. The arbitral award shall be final and binding upon both parties.

15. Interpretation

Unless the context otherwise requires or it is specifically otherwise stated:

(a) References to “we”, “us”, and “our” refer to Freudenberg Far Eastern Spunweb Ltd Co.;

(b) References to “supplier” refer to any person or entity that provides goods or services to us, who is bound by these Conditions of Purchase;

(c) “party(ies)” means we and the supplier;

(d) “good” and “service” include any form of deliverable;

(e) “order” means the purchase order placed by us to the supplier for the purpose of procurement of goods and/or services;

(f) if the supplier comprises more than one person, each of those person’s liability to us is joint and several; and

(g) “agreement” or “contract” is a written contract between a supplier and us that describes in detail the scope of goods/services to be provided and each parties rights and obligations with regard to this supply.