



# **GENERAL TERMS AND CONDITIONS OF SALE**

**通用銷售條款與條件**

**THALES DIS TAIWAN CO., LTD**

**台灣達利思數位安全有限公司**

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## 1. DEFINITIONS / 定義

The following terms as used in the singular or plural in these General Terms and Conditions of Sale (hereinafter, the "GTCS"), shall mean:

本通用銷售條款與條件（以下簡稱“本條款與條件”）內使用的以下單數或複數用語的涵義如下：

"Affiliate(s)":  
“關聯方”： any company directly or indirectly controlled by the Seller, which directly or indirectly controls the Seller, or which is directly or indirectly controlled by a company directly or indirectly controlling the Seller. For the purpose of this definition, “control” means the direct or indirect possession of at least half (50%) of the voting securities of any company or the power to direct or influence the direction of the management or policies of a legal entity through the ownership of voting securities or voting interest or otherwise.

賣方直接或間接控制的任何公司，這些公司直接或間接控制賣方，或被直接或間接控制賣方的一家公司所直接或間接控制。在該定義中，“控制”是指直接或間接持有任何公司至少50%的有表決權證券，或通過擁有有表決權證券或表決權益或通過其他管道，有權主導某法律實體的管理或決策或能夠影響該主導權。

"Buyer":  
“買方”： any person, company, public or private entity, who purchases Product(s), Software(s) and/or Service(s) provided by the Seller.

購買賣方提供的產品、軟件和/或服務的任何人、公司、公共或私人實體。

"Data":  
“數據”： any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audiovisual recordings. Data may include, but is not limited to:

關於行為、事實或資訊以及彙集該等行為、事實或資訊的任何數位表現，包括聲音、視頻或視聽記錄的形式。數據包括但不限於：

- personal data of the end-users of the Products, Software and/or Services, made available to the Seller by the Buyer (hereinafter referred to as “Personal Data”);
- 買方向賣方提供的產品、軟體和/或服務的終端使用者的個人資料（以下簡稱“個人資料”）；
- operational and technical performance data used and/or generated for the execution of the Order, such as logs (hereinafter referred to as “Performance Data”).
- 因履行訂單而使用和/或產生的運行及技術性能資料，例如日誌（以下簡稱“性能資料”）。

"Documentation":  
“文檔”： the technical and/or commercial documents and user manuals associated with the Product(s), Software(s) and/or Service(s) to be delivered by the Seller to the Buyer hereunder.

本條款與條件中賣方向買方交付的產品、軟體和/或服務相關的技術和/或商業檔及使用者指南。

"Intellectual Property Rights":  
“智慧財產權”： all registered intellectual property rights (such as patents, trademarks) and all unregistered intellectual property rights granted by law (such as but not limited to copyright, design rights, data base rights, topography rights) and any information, Documentation (such as design and manufacturing data package), Data, specific tools (such as Data process), blueprints, plans, diagrams, models, formulae and specifications, know-how and trade secrets.

全部已註冊的智慧財產權（例如專利、商標）以及依法授予的全部未註冊的智慧財產權（例如但不限於版權、外觀設計權、資料庫權利、拓撲圖）以及任何資訊、文檔（例如外觀設計及生產資料包）、資料、特定工具（例如資料流程程）、藍圖、平面圖、圖表、模型、配方及規範、技術訣竅及商業秘密。

"Offer":  
all documents (and any amendments thereto) including without limitation commercial, technical and/or financial documents sent by the Seller to the Buyer together with the GTCS.

“報價單”：	賣方連同本條款與條件一併發送給買方的全部檔（及其任何修訂），包括但不限於商業、技術和/或財務檔。
“Open Source Software”： “開源軟體”：	<p>a software program that is subject to an open source license i.e. to any license which terms (i) create, or purport to create, obligations of the user with respect to the user's software programs or any derivative work thereof; or (ii) grant, or purport to grant, to any third party any rights to or immunities under the user's intellectual property or proprietary rights in the user's software programs or any derivative work thereof. Open Source License include, without limitation, the GNU General Public License.</p> <p>受約於開源許可證的軟體程式，即包含下列條款的許可證：（i）關於使用者的軟體程式或其任何衍生作品，創設或意圖創設用戶的義務；或（ii）關於使用者軟體程式或其任何衍生作品內的使用者智慧財產權或專有權，向任何協力廠商授予該用戶智慧財產權或專有權項下的任何權利或豁免權。開源許可證包括但不限於GNU通用公共許可證。</p>
"Order": “訂單”：	<p>any order (including attachments) issued by the Buyer under the Offer, if any Offer, for the purchase of Product(s), Software(s) and/or Service(s), which has been expressly accepted by a duly authorized representative of the Seller, with or without reservation.</p> <p>買方基於報價單（如有）發出的購買產品、軟體和/或服務的任何訂單（包括附件），且已由賣方的正式授權代表明確接受（包括有保留或無保留接受）。</p>
"Party/ies": “一方/雙方”：	<p>depending on the context, either the Buyer or the Seller or the Buyer and the Seller.</p> <p>根據文意，是指買方或賣方，或者買方和賣方。</p>
"Product": “產品”：	<p>the product (including Software embedded in the product) and associated Documentation, which is the subject hereof.</p> <p>作為本條款與條件標的之產品（包括產品的內嵌軟體）及相關文檔。</p>
"Seller": “賣方”：	<p>Thales DIS Taiwan Co., Ltd., a company organized and existing under the laws of Taiwan whose registered office is located at B1, No.192 Lien Chien Road, Chung Ho District, New Taipei City, Taiwan, registered under number 70442351.</p> <p>台灣達利思數位安全股份有限公司，一家根據臺灣法律成立且存續的公司，註冊地址為臺灣新北市中和區連城路192號B1，註冊號70442351。</p>
"Service": “服務”：	<p>the services associated with the Product/Software, subject hereof.</p> <p>與本條款與條件標的之產品/軟體相關的服務。</p>
"Software": “軟體”：	<p>any computer program, whether or not incorporated into the Product, which is the subject hereof.</p> <p>任何電腦程式，無論是否納入本條款與條件標的之產品之內。</p>
"T0": “起始日”：	<p>the start date of the delivery schedule for the Product/Software/Documentation and/or the performance schedule for the Services, as defined in the Offer or in the Order accepted by the Seller.</p> <p>在報價單或賣方接受的訂單內明確的產品/軟體/文檔交付時間表和/或服務履行時間表的起始日期。</p>

## 2. CONTRACTUAL DOCUMENTS / 合同文件

### 2.1 Offer / 報價單

The Seller's Offer is governed by the GTCS.

賣方的報價單適用本條款與條件。

The Offer may be amended or withdrawn by notice from the Seller to the Buyer at any time up to the date of acceptance of the Order.

在接受訂單之日前，賣方可以隨時通知買方，修訂或撤銷報價單。

The Offer shall remain valid for a period of one (1) month from its date of issue or such other period as may be specified in the Offer.

報價單的有效期限為發出報價單後一(1)個月，或報價單內指明的其他期間。

The Seller shall not be bound in any manner whatsoever until the Order is expressly approved by a duly authorized representative of the Seller.

在賣方正式授權代表明確批准訂單之前，賣方不受任何形式的約束。

## 2.2 Order / 訂單

All Orders shall be governed by the GTCS, unless otherwise expressly agreed in writing by the Seller.

除賣方另行明確書面同意外，全部訂單均適用本條款與條件。

It is expressly agreed that the Buyer's terms and conditions of purchase and any other document issued by the Buyer shall not be applicable.

雙方明確同意，買方的購買條款與條件及買方出具的任何其他文檔均不應適用。

The Parties shall have exchanged in full transparency such information as they consider to be material to their consent to enter into the Order on the basis of the Seller's Offer, if any.

對於雙方同意基於賣方報價單（如有）達成訂單而言，雙方已經充分明白地交換了其認為重要的資訊。

The Order, subject to prior acceptance by the Seller, shall become effective on the date on which all of the following conditions are met:

經賣方接受後的訂單，應在全部下列條件成立之日生效：

- (i) receipt by the Seller of the payment in accordance with article **Error! Reference source not found.**2 (Payments), and

賣方收到第3.2條（付款）規定款項；以及

- (ii) if applicable, receipt by the Seller of the end-use certificate, in accordance with the provisions of article 16 (Compliance with international trade laws), duly signed by the Buyer (and, if applicable, by the end-user).

如適用的，根據第16條（遵守國際貿易法），賣方收到買方（以及最終用戶，如適用）簽署的最終用途證明書。

If the above conditions are not met within three (3) months from the date of the Seller's acceptance of the Order or within any other time period agreed between the Parties, such Order shall automatically be deemed null and void and of no effect.

如在賣方接受訂單之日起三（3）個月內，或在雙方同意的其他期限內，上述條件未成立的，該訂單應視為自動失效。

## 2.3 Contractual documents / 合同文件

The contractual documents constituting the agreement of the Parties are the following:

構成雙方協定的合同文件包括下列檔：

- (i) The Order(s);  
訂單；
- (ii) The Seller's Offer, if any;  
賣方的報價單（如有）；
- (iii) The GTCS.

本條款與條件。

In the event of contradiction or inconsistency between the above documents, said documents shall prevail in the order in which they are listed.

如上述文件之間存在衝突或不一致，應按照上列順序優先適用上述檔。

### **3. PRICES – PAYMENTS / 價格-付款**

#### **3.1 Price / 價格**

The prices are fixed and firm during the Offer period, unless otherwise specified in the Offer.

除報價單另有說明外，在報價單的有效期內，價格是固定的實價。

The prices are valid for a period of thirty (30) days from their date of issuance, unless extended by the Seller by written notice to the Buyer or for any other period otherwise specified in the Offer.

價格的有效期為報價之日起三十（30）日，除非賣方書面通知買方延期，或報價單內另行指定其他有效期。

The prices are established for delivery of the Product, Software and/or Documentation according to the Incoterm mentioned in the Offer. If not specified in the Offer, the applicable Incoterm is Free Carrier (FCA) Seller's shipping site (Incoterms® of the International Chamber of Commerce - 2020 Edition).

價格適用於根據報價單內提及的國際貿易術語交付產品、軟體和/或文檔。如報價單內未指明的，則適用的國際貿易術語應為貨交承運人（FCA）賣方發貨地（2020年國際商會《國際貿易術語解釋通則》）。

The prices are established excluding VAT (Value Added Tax) and free of any tax, duty or any other charges which will be exclusively borne and paid by the Buyer.

價格不含增值稅，不包括任何稅收、關稅或其他費用，該等稅費均由買方自行承擔並繳納。

In the event of default in the performance of the Order, Buyer may accept the Products, Software and/or Services at a reduced price only after obtaining Seller's prior written consent to the principle of reducing the price and the amount of such price reduction.

如在履行訂單過程中違約，經賣方事先書面同意降價原則及降價金額之後，買方才能按照降低後的價格接受產品、軟體和/或服務。

#### **3.2 Payments / 付款**

##### Direct debit

直接付款

All payments shall be made in favor of the Seller, without any deduction of any kind, to the credit of its bank account mentioned in the Offer or in the invoice sent by the Seller.

全部付款應付至報價單內指定的賣方銀行帳戶，或賣方開具的發票內指定的銀行帳戶，付款不得扣除任何金額。

##### Currency

幣別

Unless otherwise stipulated in the Offer, the currency of account, invoicing and payment is the New Taiwan Dollars (NTD).

除報價單內另有指明外，記帳、開具發票及付款的貨幣均為新臺幣。

##### Terms of payment

付款條款

Except as otherwise provided in the Offer, payments shall be made as follows: 100% upon issuance of Order, unless otherwise agreed by the Parties.

除報價單內另行指明外，付款條款如下：發出訂單後即100%付款，雙方另有約定的除外。

#### Late payment by the Buyer

##### 買方逾期付款

In the event Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Seller, Seller may, at its option without limitation: (i) postpone the fulfillment of its own obligations until full payment of the sums due for the principal; (ii) charge Buyer interest on the amount unpaid, calculated on a monthly basis at 0.25% above the 3-month TAIBOR rate on the due date of the payment from the time the payment is due until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest); (iii) terminate the Order upon expiry of a seven (7) calendar day written notice of Seller to the Buyer which has remained without effect.

若買方未能在到期日付款，在不影響賣方其他權利或可採取的救濟措施的前提下，賣方有權自行選擇採取以下措施（但不限於）：（i）延遲履行自身義務，直至買方支付全部應付款項；（ii）就未支付部分按月向買方收取利息，每月利率為付款到期日三月間臺灣金融業拆款定盤利率加 0.25%，利息計算期間為自付款到期日起至全部款項付清為止（欠款期間不足一個月的按一個月計算）；（iii）在賣方向買方發出書面通知後的七（7）個日曆天屆滿時終止剩餘未履行部分合同。

In the event of a payment delay by the Buyer, the Seller may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment or suspend or cancel any pending Order without incurring any liabilities whatsoever.

若買方有延遲付款的情況，對於任何新的交付（無論雙方之前如何約定），賣方均可要求買方在裝運之前付款，或者暫停或取消任何尚未完成的訂單，且無需承擔任何責任。

#### **4. TAXES / 稅收**

Without prejudice to the above-mentioned INCOTERMS, all prices hereunder are exclusive of all taxes, customs duties, levies and other charges whatsoever which shall be at the exclusive charge of the Buyer. In the event of applicable withholding taxes, the Buyer shall provide to the Seller the proof of tax payment promptly. Both Parties shall cooperate to secure a reduction or elimination of such withholding taxes and apply for treaty benefits, if applicable.

在不影響上述國際貿易術語的前提下，本條款與條件項下的全部價款不含任何稅收、關稅、規費及其他雜費，該等稅費均由買方承擔。如適用預提稅的，買方應及時向賣方提供完稅憑證。雙方應當合作，以減免該預提稅，並申請條約優惠政策（如有）。

#### **5. TEST AND ACCEPTANCE / 測試和驗收**

##### **5.1 Factory acceptance / 出廠驗收**

Unless otherwise provided in the Offer, upon completion of manufacture and prior to delivery, the Product/Software shall be subject to factory acceptance tests (hereinafter referred to as "FAT") to be performed at the Seller's factory to verify that the Product/Software complies with the technical specifications set forth in the Offer.

除報價單內另行指明外，完成製造之後以及交付之前，產品/軟體應在賣方工廠內進行出廠驗收測試（以下簡稱“出廠驗收測試”），以便核實產品/軟體是否符合報價單內的技術規範。

Unless otherwise provided in the Offer, the Product/Software will be deemed accepted by the Buyer upon delivery thereof.

除報價單內另行指明外，產品/軟體交付後即視為已由買方接受。



FAT shall be performed by the Seller in accordance with Seller's quality assurance procedures in effect at the time of such FAT.

根據出廠驗收測試之時賣方有效的品質保證流程，由賣方進行出廠驗收測試。

At Buyer's request, the Seller shall inform the Buyer of the anticipated dates of performance of the FAT. The Buyer shall have the right to delegate one representative to attend the FAT provided that notice is sent to the Seller at least seven (7) calendar days before the anticipated date of commencement of the FAT. Failure of the Buyer's representative to attend to the FAT shall not delay or prevent the performance of the Factory Tests. In such case, the Seller shall carry out the FAT alone.

經買方請求，賣方應將出廠驗收測試的預計日期通知買方。買方有權委派一位代表參加出廠驗收測試，但應在開始出廠驗收測試的預計日期之前至少提前七（7）個日曆天通知賣方。買方代表未參加出廠驗收測試的，並不因此推遲或取消出廠驗收測試。此種情形下，賣方應自行實施出廠驗收測試。

Upon successful completion of the FAT, the Seller shall issue and submit for the Buyer's signature a Factory Acceptance Certificate (hereinafter referred to as the "Factory Acceptance Certificate") to be signed by the Buyer within two (2) calendar days from the date of submission. Should the Buyer refuse to sign the Factory Acceptance Certificate, the Buyer shall notify Seller in writing of the reasons thereof within the two (2) calendar day period referred to above.

順利通過出廠驗收測試後，賣方應出具一份出廠驗收證書（以下簡稱“出廠驗收證書”），並提交給買方簽署。買方應在收到證書後兩（2）個日曆天內簽署。如買方拒絕簽署出廠驗收證書，買方應在上述兩（2）個日曆天期間內，將原因書面通知賣方。

Any non-conformity discovered during FAT affecting the operational use of the Product/Software shall be corrected by the Seller, and then the Product/Software shall be re-tested in accordance with the above mentioned procedure. Non-conformities not affecting the operational use of the Product/Software do not constitute a valid reason for refusal to sign the Factory Acceptance Certificate. Such non-conformities will be corrected by the Seller before delivery.

如在出廠驗收測試中發現影響產品/軟體操作使用的任何瑕疵，應由賣方予以糾正，經糾正的產品/軟體應按照上述流程重新進行測試。不影響產品/軟體操作使用的瑕疵，不構成拒絕簽署出廠驗收證書的有效理由，此類瑕疵將由賣方在交付前糾正。

Should Buyer fail to sign the Factory Acceptance Certificate within the above-mentioned period of time without substantial reason, or should Buyer fail to attend the FAT despite notice from the Seller, then the Seller may (i) sign the Factory Acceptance Certificate alone and (ii) issue a written statement certifying that the Buyer did not attend the FAT or refused to sign the Factory Acceptance Certificate without substantial reason or without notifying the Seller of the reasons for its refusal. In such event, such statement along with the Factory Acceptance Certificate bearing the sole signature of the Seller shall then have the same force and effect as if the Factory Acceptance Certificate had been signed by both Parties.

如買方無實質理由未在上述期間內簽署出廠驗收證書，或買方在收到賣方通知後未參加出廠驗收測試，則賣方可以：

（i）單獨簽署出廠驗收證書，以及（ii）出具一份說明書，聲明買方並未參加出廠驗收測試，或無實質理由拒絕簽署出廠驗收證書，或未將其拒絕簽署的理由通知賣方。此時，該說明書以及賣方單獨簽署的出廠驗收證書，應與雙方共同簽署的出廠驗收證書具有同等效力。

All expenses incurred by the Buyer's representatives in attending the FAT are not included in the price quoted in the Offer and shall be fully borne and paid for by the Buyer.

買方代表參加出廠驗收測試發生的全部費用，不屬於報價單報價範圍，應由買方自行承擔並支付。

## 5.2 On-site acceptance / 現場驗收

Unless otherwise provided in the Offer, upon delivery or upon completion of installation after delivery, the Product/Software shall be subject to on-site acceptance tests (hereinafter referred to as "SAT"). The SAT shall be performed in accordance with the procedures submitted by the Seller to the Buyer prior to the anticipated dates for the commencement of such SAT.

除報價單另行指明外，交付後或交付且完成安裝後，產品/軟體應進行現場驗收測試（以下簡稱“現場驗收測試”）。

現場驗收測試應依據在開始該測試的預計日期之前賣方向買方提交的流程進行。

Once the Product/Software has passed the SAT, an On-Site Acceptance Certificate (hereinafter referred to as the "On-Site Acceptance Certificate") shall be issued and signed by the Parties in accordance with the provisions of article 5.1 (Factory acceptance) which shall apply mutatis mutandis.

產品/軟體通過現場驗收測試後，應當參照適用第5.1條（出廠驗收）出具現場驗收證書（以下簡稱“現場驗收證書”），並由雙方簽署。

If, for any reason not attributable to Seller, the SAT cannot be performed within thirty (30) calendar days after the date of delivery of the Product/Software, the Seller shall issue a written statement that an On-Site Acceptance Certificate has not been signed. Such written statement shall entitle the Seller to receive payment under the Order as if such SAT had been successfully completed. The issuance of such written statement shall not prejudice the Buyer's right to have the SAT performed at a later date in accordance with the provisions of this article.

如因賣方之外的原因，在交付產品/軟體之日後三十（30）個日曆天內，不能進行現場驗收測試的，賣方應發出尚未簽署現場驗收證書的說明書。在發出該說明書後，賣方即有權收到訂單項下的付款，視為已經順利完成現場驗收測試。發出該說明書並不排除買方根據本條約定在較遲日期內進行現場驗收測試的權利。

Use or operation of all or part of the Product/Software by Buyer or any third party other than the Seller prior to acceptance as aforesaid shall automatically constitute full acceptance of such Product/Software, with all the effects thereof.

在上述驗收之前，買方或賣方之外的任何協力廠商使用或操作全部或部分產品/軟體的，應自動構成該產品/軟體的充分驗收，具有驗收的全部效力。

### 5.3 Services' acceptance / 接受服務

Unless otherwise provided in the Offer, upon completion of the Services, the Parties shall sign a certificate (hereinafter referred to as the "Completion Certificate") for each Service. This signature shall take place no later than five (5) calendar days from the date of presentation of said Certificate of Completion by the Seller.

除報價單另行指明外，完成服務後，雙方應就每項服務簽署一份證書（以下簡稱“完工證書”）。該證書應在賣方提出上述完工證書之日起五（5）個日曆天內予以簽署。

If the Buyer does not sign the Completion Certificate within the above-mentioned period without a substantial reason, the said Completion Certificate bearing the sole signature of the Seller shall be deemed to have been signed by the Buyer without reserve, with all the effects thereof. Use of the Services shall also be deemed as acceptance of the Services.

如買方無實質理由未在上述期限內簽署完工證書，則由賣方單獨簽署的完工證書應視為已由買方無保留地簽署，具有該證書的全部效力。如使用服務，也應視為接受服務。

## 6. DELIVERY - TRANSFER OF RISK – STORAGE / 交付-風險轉移-儲存

Delivery and transfer of risk shall take place in accordance with the Incoterm referred to in Article 3.1 (Price).

交付及風險轉移應依據第3.1條（價格）所述的國際貿易術語。

The Seller reserves the right to make partial and/or anticipated deliveries with partial billing of the corresponding amount. In particular, the Seller reserves the right, for a given Order, to deliver quantities that may differ by ten percent (10%) more or less than the quantity ordered by the Buyer and the Buyer undertakes to pay the price corresponding to the quantity of Products/Software actually delivered by the Seller.

賣方保留部分和/或提前交付的權利，並按照相應金額開票。特別說明，賣方保留實際交貨數量與買方訂單約定的數量之間存在不超過10%的權利，且買方承諾就賣方實際交付的產品/軟體數量支付相應的價款。

Delivery dates are computed from the T0 date as defined in article 1 (Definitions).

Should the delivery be delayed or prevented for any reason beyond the reasonable control of the Seller, the Product shall be stored and the date of placing in storage shall be deemed the date of delivery. Storage costs, including disposal

costs, if any, shall be borne by the Buyer. In this case, the Seller will issue a warehouse certificate (hereinafter referred to as the "Warehouse Certificate"), which shall be validly presented to the Seller's bank for payment purposes.

交付日期從第1條（定義）界定的起始日起計算。

如因賣方不能合理控制的任何原因，逾期交付或不能交付的，產品應予儲存，儲存日期即視為交付日期。儲存費用（包括處置費用，如有）應由買方承擔。此時，賣方應出具一份倉單（以下簡稱“倉單”），該倉單應向賣方銀行有效出示以供付款。

## **7. TRANSFER OF OWNERSHIP / 所有權的轉移**

Title to the Products shall vest in the Buyer from the time the Seller receives full payment for the Products.

產品所有權應當在賣方收到買方的全額付款後才轉移給買方。

There is no transfer of ownership of the Software.

軟體的智慧財產權所有權不會發生轉移。

## **8. LIQUIDATED DAMAGES FOR DELAY / 逾期違約金**

Seller's liability for late delivery of the Product/Software shall be limited to the payment of liquidated damages as follows:

賣方逾期交付產品/軟體的責任應限於支付下列違約金：

- (i) Liquidated damages shall only apply in the event of a delay in delivery of the Product/Software, where the cause was within the reasonable control of the Seller, which excludes any delay caused by Force Majeure (as defined in article 12), exceptional world events and shortage (article 14) and/or any act or omission of the Buyer. Liquidated damages shall amount to half a percent (0.5%) of the price of the delayed Product/Software for each full month of delay after the expiration of a grace period of thirty (30) days, and shall not exceed five percent (5%) of such price.

在賣方能夠合理控制的範圍內導致逾期交付產品/軟體的，才適用違約金。因不可抗力（見第12條的定義）、特殊世界事件及短缺（第14條）和/或買方的任何作為或不作為造成的逾期，均不適用違約金。三十（30）日寬限期屆滿之後，每逾期一個月的，應支付逾期產品/軟體價款0.5%的違約金，最高不超過該價款的5%。

- (ii) Details of liquidated damages shall be notified to the Seller who shall be entitled to submit comments to Buyer within thirty (30) days of receipt of Buyer's notification.

違約金的詳情應通知賣方，賣方在收到買方通知後三十（30）日內，有權向買方提出意見。

- (iii) The Seller undertakes to reimburse the liquidated damages by way of a credit note for the Buyer to utilize against future payments.

賣方承諾以信用票據的方式償還違約賠償金，供買方用於未來付款。

- (iv) If, within ninety (90) days from the date of delivery of the Product/Software, the Buyer does not claim liquidated damages by letter with acknowledgment of receipt, Buyer shall be deemed to have waived its rights. However, such waiver by the Buyer shall not apply to any possible delay with respect to any other delivery.

如產品/軟體交付日起九十（90）日內，買方並未以書面（附回執）方式主張違約金，應視為買方已經放棄該權利。但買方的該項棄權並不適用於可能發生的任何其他逾期交付。

- (v) Liquidated damages are fixed, in full satisfaction for the Seller's liability for delay and are exclusive and in lieu of any other remedy, compensation or damage.

違約金是固定的，已充分履行賣方的逾期責任，並排除及取代任何其他救濟措施、補償或損害賠償。

## **9. WARRANTY / 保證**

### **9.1 Product Warranty (excluding Software) / 產品保修（不包括軟體）**

Seller's warranty for the Product covers material defects or defects in workmanship which prevent the Product from functioning in accordance with the Product's technical specifications. Unless otherwise provided in the Offer, the warranty shall not exceed a period of twelve (12) months from the date of delivery of the Product.

賣方產品保修的範圍包括導致產品不能根據產品技術規範運行的重大瑕疵或工藝瑕疵。除報價單內另行指明外，保修期不超過產品交付之日起十二（12）個月。

The warranty does not apply to parts and consumables (such as ink cartridges, batteries, fuses, etc.), nor to defects resulting from or related to the failure of the Buyer to use and maintain the Product in accordance with its technical specifications and the Seller's Documentation and, more generally, in accordance with the standard rules for use of the Product.

保修不適用於零件及耗材（例如墨水匣、電池、保險絲等）。買方未根據其技術規範、賣方文檔以及（更一般而言）產品的標準使用規範使用及維護產品，從而引起瑕疵或發生與之相關的瑕疵的，也不適用保修。

The warranty shall be limited to the replacement or repair by the Seller, at its option, of the defective Product or any part thereof provided that (i) the defect has been reported to Seller within seven (7) days from the date of discovery, (ii) the notice of defect describes the defect and the circumstances of its occurrence in detail (iii) the allegedly defective Product has been returned to the Seller, and (iv) the defective Product has actually been acknowledged as such by the Seller.

保修責任應限於由賣方選擇更換或維修瑕疵產品或其任何部分，但條件是：（i）發現瑕疵之日起七（7）日內應向賣方報告該瑕疵，（ii）瑕疵通知應詳細說明瑕疵及其發生的情形，（iii）所稱的瑕疵產品已經被退回給賣方，以及（iv）瑕疵產品已由賣方實際確認存在該瑕疵。

Unless otherwise provided in the Offer, the cost of transportation and insurance of the defective Product returned to the Seller shall be borne by Buyer, and the cost of transportation and insurance of the replaced or repaired Product shall be borne by the Seller in accordance with the original terms of delivery. If the defective Product has been soldered by the Buyer or by a third party to a device or another equipment, Seller shall not be responsible for the cost of returning and disassociating such equipment or device from the soldered Product.

除報價單內另行指明外，退回瑕疵產品給賣方的運輸及保險費用應由買方承擔，經替換或維修的產品的運輸及保險費用應由賣方根據原交付條款承擔。如買方或協力廠商已將瑕疵產品與某設施或其他設備焊接，則賣方不承擔退回該設備或設施的費用以及將該設備或設施從被焊接產品拆除的費用。

In the event the warranty is invoked, the warranty period is suspended, and the Product, once repaired or replaced, is guaranteed for the remaining duration of the initial warranty period.

如發生保修責任的，保修期應中止計算，經維修或替換的產品在原保修期的剩餘期限內繼續享受保修。

## 9.2 Software Warranty / 軟體保證

For a period of three (3) months from the date of delivery, the Seller undertakes to correct major reproducible defects detected by the Buyer in the event of non-conformity of the delivered Software to its technical specifications which prevents its normal operation or the normal operation of the Product.

從交付之日起三（3）個月內，賣方承諾，如交付的軟體不符合技術規範，導致軟體不能正常運行或產品不能正常操作的，賣方將糾正買方發現的重大可複製瑕疵。

This warranty is conditioned upon (i) the Buyer notifying the Seller in writing of the defect within seven (7) days of its detection; (ii) the notice of defect describing the defect and the circumstances of its occurrence in detail; (iii) the Software not having been modified by the Buyer or a third party or combined with other software, except with Seller's prior written consent, and (iv) the Software having been used by the Buyer in accordance with Seller's specifications and instructions.

該保證的條件是：（i）買方發現瑕疵後七（7）日內已經書面通知賣方；（ii）瑕疵通知已詳細說明瑕疵及發生瑕疵的情形；（iii）買方或協力廠商並未修改軟體或將本軟體與其他軟體組合（經賣方事先書面同意的除外）；以及（iv）買方一直根據賣方規範及說明使用軟體。

Beyond the above-mentioned warranty period, the Seller may correct the anomalies of the Software within the framework of a maintenance contract to be mutually agreed upon by the Parties.

超過上述保證期的，根據雙方一致同意的維護合同的約定，賣方可以糾正軟體的異常之處。

### 9.3 General Stipulations / 通用條款

The warranty does not apply to defects arising from or related to (i) any combination of the Product with third-party equipment; (ii) any modification of the Product except by the Seller; (iii) any accident, act of vandalism, negligence or handling error by the Buyer; (iv) normal wear and tear; (v) improper installation, maintenance or storage by the Buyer or by a third party; and/or (vi) use of inadequate energy.

保證不適用於以下情形引起或與之相關的瑕疵：( i ) 產品與協力廠商設備組合；( ii ) 除賣方之外的人員對產品做出任何修改；( iii ) 買方的任何意外事故、故意破壞行為、過失或處理錯誤；( iv ) 正常磨損；( v ) 買方或協力廠商的不當安裝、維護或儲存；和/或 ( vi ) 使用不適當的電源。

The Seller warrants that the Products, Software and Services comply with the state of the art and the security standards in force at the date of their design. However, the Seller does not warrant the resistance of the electronic, computer and/or digital security mechanisms of the Product and/or Software supplied in the event of attacks (such as cyber attack, virus...), given their constant evolution.

賣方保證，產品、軟體及服務符合設計之日有效的先進技術及安全標準。但考慮到技術的不斷發展，遭受攻擊（例如網路攻擊、病毒等）時，賣方不能保證所供應產品和/或軟體的電子、電腦和/或數位安全機制的抵抗力。

The provisions of this article 9 (Warranty) set forth the Seller's entire warranty obligations with respect to the Products, Software and Documentation. To the extent permitted by applicable law, the Seller makes no and expressly disclaims all other warranties of any kind. Fit for purpose warranty is expressly excluded.

本第9條（保證）約定了賣方關於產品、軟體及文檔承擔的全部保證義務。如適用法律允許的，賣方並未做出且明確否認任何其他類型的保證。明確排除適合目的的保證。

### 10. GENERAL CONDITIONS OF DELEGATION OF PERSONNEL / 委派員工的通用條款

When delegating personnel to the other Party's premises for the performance of the Services or for the performance of the tests provided for in article 5 (Test and acceptance), the Parties shall comply with the following provisions:

當委派員工前往對方營業場所履行服務，或實施第5條（測試和驗收）約定的測試時，雙方應遵守下列約定：

- (i) Each Party shall, with the assistance of the other Party, ensure that its personnel comply with all administrative requirements (such as, but not limited to, visas, medical certificates, entry, residence and work permits) in accordance with applicable regulations and shall bear all costs thereof.

雙方應在對方協助下，確保其員工根據適用法規遵守全部管理要求（例如但不限於簽證、體檢證明、入境、居留及工作許可），並承擔其全部費用。

- (ii) Each Party shall maintain strict discipline among its personnel and ensure that they comply with all safety regulations applicable on the relevant premises.

雙方應對其員工執行嚴格的紀律，確保員工遵守相關營業場所適用的全部安全規程。

- (iii) The Parties shall agree on the working hours and working of its personnel in accordance with the regulations applicable on the relevant premises. However, such personnel will be allowed to observe their own religious holidays.

雙方應根據相關營業場所適用的規章，就其員工的工作時間及工作內容達成一致。但應允許該等員工遵守其自己宗教節日的要求。

- (iv) In the event of an accident or illness of an employee while on assignment at the other Party's premises, whether such accident or illness occurs during or outside the assignment, the other Party guarantees that the employee will have access to the best medical treatment available locally. Any expenses so incurred by the other Party shall ultimately be borne (by way of reimbursement or deduction) by the employer.

如某員工在被委派至對方營業場所工作期間發生意外事故或生病的，無論該事故或疾病是在工作期間或之外發生的，對方保證該員工能夠享受當地最佳醫療待遇。對方因此發生的任何費用應最終由雇主承擔（通過報銷或扣除的方式承擔）。

- (v) If the period of incapacity due to illness or injury continues beyond one (1) month or is such that it would be preferable for the employee to be repatriated as soon as possible, the employee shall be repatriated immediately to his or her country of origin at the request of his or her employer or at the employee's own request and expense.  
如因疾病或人身傷害不能工作的期間持續超過一個月，或導致該員工適宜儘快遣返回國的，則經該員工的雇主請求，或經該員工自己請求並自擔費用，該員工應當立即遣返回國。
- (vi) In the event of death, the employer, with the assistance of the other Party, shall arrange for the repatriation of the deceased and shall bear all the costs thereof.  
如員工死亡的，雇主應在對方協助下，安排遣送死者，並承擔其費用。

## **11. OBLIGATIONS OF THE BUYER / 買方的義務**

### **11.1 Buyer Furnished Items / 買方提供的物項**

The Buyer agrees to make available to the Seller in a timely manner or upon the date agreed in the contractual schedule, all equipment, materials, tools, buildings, vehicles, plans, drawings, documents, specifications, software and/or other information or other means, including access to the premises and network(s), necessary to perform the Order (hereinafter referred to as "Buyer Furnished Items").

買方同意及時或在約定時間表指定的日期內向賣方提供履行訂單所需的全部設備、材料、工具、建築、車輛、平面圖、圖紙、檔、規範、軟體和/或其他資訊或其他方法（包括進入營業場所、訪問網路）（以下簡稱“買方提供的物項”）。

### **11.2 Data made available to the Seller by the Buyer / 買方向賣方提供的資料**

The Buyer agrees to provide to the Seller, in a timely manner or upon the date agreed in the contractual schedule, the Data necessary to fulfill the Order.

買方同意及時或在約定時間表指定的日期內向賣方提供履行訂單所需的資料。

The Buyer authorizes the Seller and its Affiliates to use the Data:

買方授權賣方及其關聯人將資料用於以下目的：

- (i) for the purposes of supplying the Product(s), Software(s) and performing the Services under the Order;  
根據訂單提供產品、軟體和履行服務；
- (ii) for research and testing purposes, for the internal needs of the Seller and its Affiliates and/or  
出於研究及測試目的，用於賣方及其關聯人的內部需求，和/或
- (iii) to develop and/or improve the Products, Software and/or Services provided by the Seller;  
開發和/或改進賣方提供的產品、軟體和/或服務；

subject to compliance with the provisions of article 21 (Protection of Personal Data).

但條件是遵守第21條（個人資料保護）的約定。

For the aforementioned purposes, the Buyer grants the Seller and its Affiliates, without additional financial consideration, a worldwide, sublicensable, irrevocable and non-transferable right to extract, use, store, modify, reproduce, integrate into its own databases, represent directly or indirectly on any medium whatsoever, by any means and in any form, all or part, qualitatively or quantitatively substantial, of the Data for the duration of their protection by copyright and/or by the sui generis right of the producers of databases.

出於上述目的，買方向賣方及其關聯人授予一項世界範圍內、可以分許可、不可撤銷且不可轉讓的權利，且無需支付額外對價，該權利允許賣方及其關聯人以任何方式及任何形式，在資料的版權保護期內和/或資料庫生產商的資料庫特殊權利保護期內，對全部或部分資料（包括品質或數量上的實質性部分）進行摘錄、使用、保存、修改、複製、集成至自己的資料庫內或在任何媒介上直接或間接描述。

### **11.3 Formalities and authorizations of third parties / 手續及協力廠商授權**

The Buyer warrants that it holds all the necessary authorizations/licenses to use the Data referred to in article 11.2 (Data made available to the Seller by the Buyer). The Buyer agrees to indemnify and hold the Seller and its Affiliates harmless against any allegation or lawsuit from a third party in the event of infringement of the Data by the Buyer.

買方保證，其持有使用第11.2條（買方向賣方提供的資料）所述資料的全部必要授權/許可。買方的資料發生侵權的，就協力廠商提出的主張或訴訟，買方同意為賣方及其關聯人提供賠償，確保賣方及其關聯人不致因此遭受損害。

The Buyer undertakes to carry out all customs formalities incumbent on it in connection with the performance of the Order.

買方承諾辦理其因履行訂單而有義務承擔的全部海關手續。

The Buyer agrees to obtain, at no cost and in a timely manner to the Seller, any permits, authorizations, licenses necessary to execute the Order and/or to use the Products/Services/Software, if applicable.

買方承諾及時為賣方取得履行訂單和/或使用產品/服務/軟體（如適用）所需的任何許可、授權、執照，且賣方不承擔費用。

In the event that a Product incorporates an EMV (Europay MasterCard Visa) application, the use of the Product is governed by the rules of the payment scheme that owns the EMV application specifications. In this respect, the Buyer guarantees that it holds the rights to use the EMV application from the corresponding payment scheme and undertakes to provide the Seller with the relevant evidences, upon its first request.

如某產品採用歐陸卡、萬事達卡、Visa（EMV）應用程式的，使用產品應適用擁有EMV應用規範的付款計畫的規則。

就此，買方保證，其有權使用相應付款計畫的EMV應用，並承諾一經賣方請求即向賣方提供相關證明。

### **11.4 Consequences of the Buyer's failure to comply with its obligations / 買方未遵守其義務的後果**

The Seller shall not be held liable for any error or defect in the manufacture of the Products, the development of the Software or the performance of the Services which is the consequence of a defect in the Buyer Furnished Items and/or Data made available to the Seller by the Buyer.

如因買方向賣方提供的物項和/或資料有瑕疵，導致產品生產、軟體發展或服務履行中出現任何錯誤或缺陷的，賣方不予負責。

If Buyer or any of its representatives, agents, employees, successors or assigns, co-contractors, contractors, etc., fails to perform any of its obligations within the time specified in the contractual schedule, all subsequent milestones in the contractual schedule shall be automatically postponed for a period of time at least equal to the duration of the delay in performance of such obligation, without the Seller incurring any liability as a result of the resulting delay. The Buyer shall indemnify the Seller for the consequences of such delay in performance (including any expenses and additional costs incurred by the Seller).

如買方或其任何代表、代理人、員工、承繼人或受讓人、共同承包人、承包人等未在約定時間表規定的期限內履行其任何義務的，約定時間表內的全部後續進度應當自動延期，延長期間至少等於逾期履行上述義務的期間，且賣方不就因此產生的逾期承擔任何責任。買方應就該逾期履行的後果為賣方提供賠償（包括賣方發生的任何費用及額外成本）。

## **12. FORCE MAJEURE / 不可抗力**

The Seller shall not be in default if performance of any of its obligations under the Order is partially or wholly delayed or prevented by reason of Force Majeure.

如部分或完全因不可抗力，賣方逾期或不能履行其合同項下任何義務的，賣方不視為違約。

"Force Majeure" means any event beyond the reasonable control of the Seller including but not limited to: governmental or public authority decision, act or omission, war (whether declared or not), hostilities, insurrection, act of terrorism, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disruption in the supply of supplies from normally reliable sources (including but not limited to electricity, water, fuel and similar supplies), strikes, plant closures and labor disputes, suspension or revocation of any license, permit or authorization, embargoes, storms, earthquakes, delay of a subcontractor due to Force Majeure as defined above.

“不可抗力”是指賣方不能合理控制的任何事件，包括但不限於：政府或公共機構的決定、作為或不作為、戰爭（無論是否宣戰）、敵對行動、叛亂、恐怖主義行動、破壞、火災、洪災、爆炸、瘟疫、檢疫限制、正常可靠來源的供應品的供應中斷（例如但不限於水、電、燃料及類似供應品）、罷工、停工及勞資糾紛、吊銷或撤銷任何執照、許可證或授權、禁運、風暴、地震、分包商因上述定義的不可抗力而逾期。

The occurrence of a Force Majeure event shall automatically suspend performance of the Order and the dates of the contractual schedule shall be postponed for the time period required to overcome the effects of the Force Majeure, and in any case for a period at least equivalent to the duration of the Force Majeure event.

發生不可抗力事件的，應自動中止履行訂單，約定時間表的日期應當延期，延期期間為克服不可抗力影響所需期間，在任何情形下，延期期間應至少等於不可抗力事件的持續期間。

If the Seller's performance of any obligation under the Order is delayed in whole or in part by reason of Force Majeure for a period exceeding six (6) months, either Party may request termination of the Order, in whole or in part, in accordance with article 17 (Termination), and the Parties shall mutually agree upon a liquidation settlement. In case of disagreement, it shall be deemed to be a dispute which shall be settled in accordance with the provisions of article 25 (Dispute resolution).

如全部或部分因為不可抗力，賣方逾期履行訂單項下任何義務的期間超過六（6）個月的，任一方可以根據第17條（解除）請求解除訂單之全部或部分，且雙方應就結算達成一致。如未達成一致的，應視為一項爭議，應根據第25條（爭議解決）的約定予以解決。

The termination shall not affect the debts due between the Parties at the date of the termination, in particular for the Products, Software and/or Service in production or execution at the said date.

解除不影響雙方之間在解除之日應償的債務，尤其是該日期內已在生產或履行中的產品、軟體和/或服務的相關債務。

### 13. EXCEPTIONAL WORLD EVENTS – SHORTAGE / 特殊世界事件-短缺

Exceptional world events, such as the COVID-19 pandemic and the conflict in Ukraine, are causing considerable disruption to the world economy, resulting in shortages, supply chain bottlenecks and disruptions in production and logistics, price volatility for both materials and labor and/or implementation of new instructions, laws and regulations issued by the competent authorities.

COVID-19疫情和烏克蘭衝突等特殊世界事件正在對世界經濟造成嚴重破壞，導致原材料普遍短缺、供應鏈緊張、生產和物流中斷、材料和勞動力價格波動和/或產品交付地所在國家的主管部門執行新的法律、法規或指令等。

In response to this inflationary pressure and in view of the increasing uncertainty currently facing markets and businesses, the Buyer acknowledges that the impact of these changing events or the impact of any other similarly significant event on the Seller's performance cannot reasonably be determined and fully taken into account as of the date of the Order.

為應對這一通脹壓力，且鑒於當前面對市場和業務的不確定性日益增加，買方承認，截至訂單之日這些特殊世界事件的影響或任何其他類似重大事件對賣方履行義務的影響無法合理確定並予以充分考慮。

Accordingly, Buyer agrees that Seller shall have the right, to its own discretion to (i) reject or terminate any Order, (ii) revise the terms and conditions of the Order (including delivery schedule, shipment dates, lead times, volumes and/or prices) and/or (iii) offer the Buyer alternative solutions to complete/supply the Products/Software and Services, to the extent necessary, to limit the consequences of such disruptions due to an exceptional world event. In no event shall



the Seller be liable to the Buyer for rejection, termination, cancellation or delays in the performance of its obligations to the extent that such failure or results from the aforementioned disturbances.

因此買方同意，在減輕因特殊世界事件造成的破壞後果的必要限度內，賣方有權自行決定 ( i ) 拒絕或終止任何訂單，

( ii ) 修改訂單的條款和條件 ( 包括交貨時間表、裝運日期、交貨期、數量和/或價格 ) 和/或 ( iii ) 為買方提供替代解決方案，以完成/提供產品/軟體和服務。在任何情況下，賣方均不對與上述拒絕、終止、取消或遲延履行義務的行為向買方承擔責任，但前提是此類違約與上述情況有關。

#### **14. HARDSHIP CLAUSE / 情勢變更條款**

In the event of a significant change in circumstances unforeseeable at the time the Offer or the Order is issued, that imposes on one of the Parties an unfair burden arising from the Order, the Parties shall consult each other in order to jointly find equitable adjustments to the terms and conditions of the Order.

如果在報價單是或訂單發出之時發生不可預見的重大的情勢變更，導致一方因訂單而產生不公平負擔，雙方應相互協商，以便共同公平地調整訂單的條款和條件。

Unforeseeable change in circumstances means any event, external to the Parties that would be of such a nature as to significantly modify the economic balance of the Order by making its execution excessively onerous for one or the other of the Parties, which had not accepted to assume such a risk.

不可預見的情勢變更是指雙方外部發生的任何事件，該事件具有使得履行訂單的其中一方的義務變得過於繁重的風險，且該方並未接受承擔該種風險，從而顯著改變該訂單的經濟公平。

For the purposes of this article, (i) events occurring during the term of the Order, or (ii) events occurring prior to the conclusion of the Order, the existence or extent of which could legitimately be unknown to the Party invoking this clause, shall be taken into account.

就本條款目的而言，情勢變更應包括在 ( i ) 在訂單期限內發生的事件，或 ( ii ) 在訂單訂立之前發生、援引本條款的一方可能不知道其存在或影響程度的事件。

When one of the Parties becomes aware of the occurrence of such an event, it shall notify the other without delay. Receipt of such notification shall have the effect of suspending performance of the Order.

當一方知悉此類事件的發生時，應立即通知另一方。收到此類通知應具有中止履行訂單的效力。

The Parties undertake to meet without delay after receipt of such notification, to negotiate and agree on the terms of revision of the Order intended to maintain the balance initially provided for.

雙方承諾在收到此類通知後立即會見，就修改訂單條款事宜進行談判並達成一致，以保持最初約定的公平性。

The Parties shall have a period of forty-five (45) days to reach an agreement on the terms of the revision, during which time they shall actively negotiate in good faith.

雙方應有四十五 ( 45 ) 天的期限就修改條款達成協議，在此期間，雙方應友好積極談判。

If at the end of this period, no agreement is reached, the Party wishing to obtain the revision may unilaterally terminate the Order.

如在該期限屆滿時未達成協議，提出修訂的一方可以單方面終止訂單。

#### **15. COMPLIANCE WITH INTERNATIONAL TRADE LAWS / 遵守國際貿易法**

Each Party undertakes to comply with (i) all laws and regulations relating to export controls, national security and national strategic interests, and (ii) all economic sanctions or restrictions, which are in force in all countries (including the countries of the Parties, the United States of America and the United Kingdom) and in all international organizations, in particular the EU ("European Union") and the United Nations ("United Nations")

雙方均承諾遵守：( i ) 關於出口管制、國家安全及國家戰略利益的全部法律法規，以及 ( ii ) 任何國家 ( 包括雙方所在國、美國及英國 ) 以及全部國際組織 ( 特別是歐盟 ) 及聯合國有效的全部經濟制裁或限制。

In the event that the Products, Software, Documentation and/or Services are subject to French export control regulations and/or foreign export control regulations, the following provisions shall apply:

如產品、軟體、文檔和/或服務受約於法國出口管制法規和/或外國出口管制法規的，則適用以下約定：

- (i) the Buyer shall not sell, export or provide the Products, Software, Documentation and/or Services subject to the Order to any person or entity subject to sanctions, blocking or asset freezing measures applicable in the United States of America, any EU Member State (whether by EU regulation or governmental decision) or the United Kingdom. This applies to, but is not limited to, natural and legal persons who are on OFAC's list of *Specially Designated Nationals and Blocked Persons*, on any EU Member State's national list or on the EU Consolidated Sanctions List.

如任何人或實體在美國、任何歐盟成員國（無論是通過歐盟條例或政府決定）或英國境內遭受相關制裁、封鎖或資產凍結措施的，買方不得向該人或該實體出售、出口或提供訂單項下的產品、軟體、文檔和/或服務。這適用於（但不限於）列入美國海外資產控制辦公室“特別指定國民及受封鎖人士”名單、任何歐盟成員國國民名單或歐盟合併制裁名單之內的自然人及法人。

- (ii) The Buyer hereby undertakes not to sell, lend or hand over in any capacity whatsoever, whether free of charge or not, temporarily or permanently, to any third party, without the prior written consent of the French and/or foreign authorities, the Products, Software, Documentation and/or Services covered by the Order (including their developments or corrections delivered under the warranty).

未經法國和/或外國有關機構事先書面同意，買方茲承諾不會以任何身份向任何協力廠商出售、出借或移交訂單項下的產品、軟體、文檔和/或服務（包括根據保證交付的更新或修正版），無論是否免費，亦無論是臨時還是永久性的。

- (iii) Within thirty (30) calendar days from the date of acceptance of the Order, the Buyer shall execute (and, if applicable, have the end-user execute) and deliver to the Seller an end-use certificate in a form to be provided by the Seller upon Buyer's request (this requirement is a condition to the validity of the Order as set forth in article 2.2 (Order)).

自接受訂單之日起三十（30）個日曆天內，按照經買方請求後賣方提供的格式，買方應簽署並向賣方交付一份最終用戶證明（該要求是第2.2條（訂單）所述訂單效力的一項條件）。

- (iv) The Buyer shall maintain complete and accurate records of exports, re-exports and transfers of Products, Software, Documentation and/or Services provided under the Order for at least five (5) years from the date of export, re-export or transfer, and the Buyer agrees to provide such export records to the Seller upon request.

關於訂單項下供應的產品、軟體、文檔和/或服務，買方應保存完整且準確的出口、複出口及轉讓記錄，保存期限為出口、複出口或轉讓之日起至少五（5）年，買方同意按照請求向賣方提供該出口記錄。

The Parties acknowledge that the subject matter of the Order may be subject to the provisions of the Wassenaar Arrangement or any successor, replacement or supplemental body governing sensitive technologies. If the performance of the Order is legally prevented by the regulators of the Wassenaar Arrangement or any other such body, such prevention shall be deemed Force Majeure. The Seller shall not be liable to the Buyer for damages resulting from failure to perform the Order as a result of the application of such provisions.

雙方確認，訂單標的可能適用《瓦森納協定》或任何承繼者、替代者或管理敏感技術的其他機構的規定。如《瓦森納協定》的監管機構或任何其他此類機構依法阻止履行訂單的，該情形應視為不可抗力。如因適用此類規定導致不能履行訂單的，賣方不向買方承擔損害賠償責任。

Any breach by the Buyer of any of the provisions of this clause shall be deemed to be a material breach by the Buyer of its contractual obligations and shall entitle the Seller either to suspend performance of the Order until such time as the breach is satisfactorily remedied or to terminate the Order forthwith, without prejudice to any other remedy to which Seller may be entitled by virtue of contractual and/or statutory provisions.

買方違反本條任何約定的，應視為嚴重違反其合同義務。此時，只要尚未按照要求糾正該違約行為的，賣方有權中止履行訂單，或者立即解除合同，且不損害賣方根據合同和/或法律規定享有的任何其他救濟。

## 16. LIABILITY / 責任

- 16.1** In no event shall the Seller be liable to the Buyer, its agents, employees, successors and assigns for any special, indirect and/or consequential damages of any kind, including, without limitation, loss of revenue or profit, loss of productivity, damage resulting from business disruption, damage to brand image, suffered by the Buyer or any third party due to a defect or loss of use of all or part of the Product, Software and/or Service or any other failure of the Seller resulting from the performance or non-performance of its contractual obligations.

在任何情況下，因全部或部分產品、軟體和/或服務的瑕疵或使用性損失，或因賣方履行或未履行其合同義務產生的賣方其他疏忽，導致買方或任何協力廠商遭受任何特殊、間接和/或附隨損害，包括但不限於收入或利潤的損失、生產力的損失、或業務中斷造成的損害、品牌形象的損害，賣方均不就此向買方、其代理人、員工、承繼人及受讓人承擔責任。

- 16.2** The aggregate liability of the Seller and its suppliers, agents or distributors arising out of or in connection therewith, from any cause whatsoever, whether based on breach of contract or in tort (including without limitation, negligence, strict liability, or otherwise) under any warranty, or otherwise shall not exceed either: (i) ten (10) percent of the price of the Order giving rise to the claim; or (ii) the total payments received by the Seller under the Orders during the six (6) months preceding the event leading to the claim for damages by the Buyer, whichever is smaller. This limitation of liability shall apply regardless of the form of action, whether in contract or in tort (including negligence) or based on a warranty.

賣方及其供應商、代理或分銷商因任何原因無論是基於合同違約或侵權（包括但不限於疏忽、嚴格責任或其他）在任何保證下產生的或與之相關的全部責任，最高不超過（i）引起責任的訂單價款百分之十（10%），或（ii）在導致責任的事件發生前六（6）個月內根據訂單向賣方實際從買方收到的總價款，以上述兩者金額較小者為準。無論權利主張形式如何，無論是基於合同或侵權（包括疏忽）或基於保證，本責任限制條款均應適用。

- 16.3** Without in any way limiting the liability possibly incurred by the Seller, the Seller shall take out and maintain with reputable insurers, insurance policies offering appropriate cover and benefits, based on the risks incurred and for the total duration of the aforementioned risks.

在不限制賣方可能招致的責任的前提下，賣方應針對發生的風險，在上述風險的全部存續期間內，向知名保險公司投保能夠提供適當保險範圍及賠償的保險，並維持該保險有效。

The Seller shall subscribe insurance policies covering, without limitation, damage suffered by its assets (including its information system against cyber risks), its personnel, the Buyer or third parties (Professional Civil Liability, Liability for Defective Product, etc...).

賣方所投保險的範圍應涵蓋但不限於其資產（包括其資訊系統存在的網路風險）、其員工、買方或協力廠商（職業民事責任、缺陷產品責任等）遭受的損害。

The Seller shall provide the Buyer, upon request, with a certificate of insurance duly signed by its insurers.  
賣方應按照請求向買方提供其保險公司簽署的保險證明。

## 17. TERMINATION / 解除

- 17.1** The Order may be terminated in whole or in part by either Party, only with respect to the uncompleted part of the Order, by operation of law, without any damages, solely upon occurrence of the following:

僅當發生下列情形時，關於訂單未履行的部分，任一方可以依法解除訂單之部分或全部，且不承擔損害賠償：

- (i) Force Majeure Event of a continuous duration exceeding six (6) months, in accordance with article 12 (Force Majeure);  
根據第12條（不可抗力），持續超過六（6）個月的不可抗力事件；
- (ii) Exceptional world event, in accordance with article 13 (Exceptional world events – Shortage);  
根據第13條（特殊世界事件——短缺），特殊世界事件；
- (iii) Change of circumstances creating a significant contractual imbalance, in accordance with article 14 (Hardship clause);

根據第14條（情勢變更條款），導致合同嚴重不公平的情勢變更；

- (iv) When a court or arbitrator finally determines that there has been an infringement of a third party's Intellectual Property Rights or in the event that the Seller believes that the Product, Software and/or Documentation may be the subject of an infringement claim or suit pursuant to Section 18 (Intellectual Property Rights);

根據第18條（智慧財產權），法院或仲裁員最終認定，侵犯協力廠商智慧財產權，或者，賣方相信，產品、軟體和/或文檔成為侵權索賠或訴訟的對象；

- (v) Change of Control as provided in article 20.2 (Assignment and Change of Control).

第 20.2條（轉讓及控制權變更）約定的控制權變更。

**17.2** In the event that either Party (hereinafter, the "Defaulting Party") fails to perform its material obligations under the Order, the Defaulting Party shall provide the other Party (hereinafter, the "Non-Defaulting Party") with a remediation plan (hereinafter, the "Remediation Plan") within thirty (30) business days from the date of the failure to perform or the improper performance of the relevant obligation. Once the Parties have reached an agreement in writing, the Defaulting Party shall use its best efforts to comply with the terms and conditions set forth in the Remediation Plan.

如任一方向（以下簡稱“違約方”）未履行其訂單項下實質性義務的，違約方應在未履行或未適當履行相關義務之日起三十（30）個營業日內，向對方（簡稱“守約方”）提供一份糾正計畫（簡稱“糾正計畫”）。雙方就糾正計畫達成書面一致後，違約方應盡其最大努力遵守糾正計畫的條款與條件。

Should the Defaulting Party fail to provide such Remediation Plan within the time period set forth above, the Order may be terminated by the Non-Defaulting Party for the uncompleted part of the Order by operation of law.

如違約方未在上訴期限內提供糾正計畫的，守約方可以依法解除訂單中尚未履行的部分。

If the Defaulting Party is in breach of any of its obligations under the Remediation Plan for more than ninety (90) business days, the Order may be terminated in whole or in part by the Non-Defaulting Party, with respect to the uncompleted part of the Order only, by operation of law.

如違約方違反糾正計畫內的任何義務超過九十（90）個營業日的，僅就訂單尚未履行的部分而言，守約方可以依法解除訂單之全部或部分。

The following cases are considered, without limitation, as a breach of a material obligation of a Party, giving rise to termination

下列情形（但不限於該等情形）視為一方實施的導致解除的實質性違約：

- (i) a delay in the performance of the contractual obligations of more than three (3) months. In the event of a delay caused by the Seller, it is specified that in any event, termination may not take place before the liquidated damages have reached the cap fixed in article 8 (Liquidated damages for delay);  
逾期履行合同義務超過三（3）個月。如因賣方導致逾期的，在違約金已達到第8條（逾期違約金）內約定上限之前，不得解除；
- (ii) breach of export control obligations as defined in article 15 (Compliance with international trade laws);  
違反第15條（遵守國際貿易法）界定的出口管制法規；
- (iii) breach of any obligation of confidentiality as defined in article 19 (Confidentiality);  
違反第19條（保密）界定的保密義務；
- (iv) breach of any intellectual property obligation as defined in article 18 (Intellectual Property Rights);  
違反第18條（智慧財產權）界定的任何智慧財產權義務；
- (v) breach of the obligations relating to the protection of Personal Data as defined in article 21 (Protection of personal data);  
違反第21條（個人資料保護）界定的關於保護個人資料的義務；
- (vi) any fraudulent act committed within the frame of the Order;  
在訂單範圍內實施任何欺詐性行為；
- (vii) Buyer's failure to pay after prior notice in accordance with Article 3.2 (Payment);  
根據3.2條（付款），買方收到通知後未予付款；
- (viii) violation of the obligations referred to in Article 23 (Anti-corruption and influence peddling).

違反第23條 ( 反腐敗及濫用影響力 ) 所述的義務。

- 17.3** Termination of the Order shall not affect the rights or liabilities of either Party or the effectiveness or continued effectiveness of any provision of the Order which is expressly or by implication intended to take effect or remain in effect on or after the date of termination. Termination shall not prevent or delay payment of any amount due or payable by either Party and shall not affect the right of either Party to arbitration under article 25 (Dispute resolution).

訂單解除不影響任一方的權利或責任，亦不影響明確約定或默認在解除之日或之後發生效力或保持效力的任何訂單條款的效力或持續效力。解除並不免除或推遲任何一方支付任何應付款項，也不影響任何一方根據第25條 ( 爭議解決 ) 申請仲裁的權利。

- 17.4** If the Seller discontinues selling a Product, it shall notify the Buyer as soon as possible, but no later than three months prior to the date of discontinuation. Orders accepted by the Seller prior to the date of notification shall not be affected by the discontinuance. The Seller agrees to keep the Buyer informed within a reasonable time of the introduction on the market of new Products.

如賣方停止出售某項產品的，其應儘快通知買方，但通知不得遲於停止之日前三個月。通知之日前賣方已接受的訂單不受影響。賣方同意在合理時間內，將引入市場的新產品通知買方。

## **18. INTELLECTUAL PROPERTY RIGHTS / 智慧財產權**

- 18.1** Any Intellectual Property Right, title and interest in and to the Software and Documentation provided by the Seller to the Buyer under the Offer or in connection with the Order shall, subject to any rights of third parties, remain at any time exclusively vested in the Seller or its third-party licensors. Under no circumstances does these GTCS transfer ownership to the Buyer or to any other person.

賣方向買方提供的報價單項下或與訂單相關的軟體及文檔的任何智慧財產權、所有權及權益，除受約於協力廠商權利外，應始終由賣方或其協力廠商許可人專有。本條款與條件絕未向買方或任何其他人轉讓所有權。

- 18.2** The Seller hereby grants to the Buyer a non-exclusive, non-transferable, non-assignable, license to use the Software and the associated Documentation, without the right to sublicense at any third party. This license shall not be deemed, presumed or construed to give or have given Buyer any ownership right in the Software and/or Documentation. This license is granted in the country where the Buyer has its registered address or any other geographical area specified in the Offer and for the duration of the use of the Product, the Software and Documentation by the Buyer, unless otherwise provided in the Offer.

賣方茲向買方授予一項使用軟體及相關文檔的非排他性、不可轉讓的許可，但無權向任何協力廠商分許可。該許可不得視為、推定或解釋為向買方授予或已授予軟體和/或文檔的任何所有權。該許可的區域為買方註冊位址所在國或報價單內指明的其他地理區域，許可期限為買方使用產品、軟體及文檔的期間，但報價單另行指明的除外。

When the Software is delivered as embedded into a Product, the Software shall only be used in conjunction with and as embedded into said Product.

如交付的軟體嵌入產品的，軟體應僅作為該產品的嵌入軟體與該產品一併使用。

- 18.3** Software components such as commercial off-the-shelf (COTS) software and Open Source Software owned by third parties and distributed with the Software alone or embedded into the Product shall remain subject to the terms and conditions of the supplier's original license or Open Source Software License.

軟體中由協力廠商擁有並且與軟體一起單獨分銷或嵌入產品之內的組成部分，例如商用現貨 ( COTS ) 軟體及開源軟體，應始終適用供應方原許可或開源軟體許可的條款與條件。

- 18.4** Unless otherwise stipulated in the Offer or agreed by the Parties, the Software shall be supplied to the Buyer only in object code and in its latest available version.

除報價單內另行指明或雙方另行同意外，軟體應僅以目標代碼形式提供給買方，且應提供最新可用版本。

- 18.5** Unless otherwise agreed (such agreement to be in writing by a duly authorized representative of the Seller), the Buyer shall not perform any of the following with the Software or any associated Documentation, including, but

not limited to, copying, reproducing, permitting to be reproduced, decompiling or otherwise reverse engineering, translating, modifying, disassembling, selling or distributing, posting on the Internet or any intranet, publishing, decoding, enhancing, adapting, merging or reducing the Software to source code or any other lower level language, in whole or in part. In the event that the Seller gives the Buyer written permission to perform any of the above with the Software or associated Documentation, the Buyer shall ensure that the Seller or the original supplier is identified as the author and shall include any applicable and/or appropriate copyright or other proprietary legend identifying Seller or the original supplier as the owner/author. Notwithstanding the foregoing, the Buyer may make one (1) back-up copy of the Software and associated Documentation for security purposes only.

除另行同意外（另行同意的，應由賣方授權代表簽署書面協定），買方不得對軟體或任何相關文檔實施下列行為，包括但不限於：全部或部分複印、複製、允許他人複製、反編譯或以其他方式反向工程、翻譯、修訂、拆解、出售或分銷、在互聯網或任何內聯網上發佈、公佈、解碼、改進、改編、合併軟體、破解軟體的原始程式碼或任何其他較低級別的语言。如賣方書面允許買方對軟體或相關文檔實施任何上述行為的，買方應確保將賣方或原供應方指明為作者，且應提供任何相關和/或適當的版權或其他專有權說明，指明賣方或原供應方屬於所有人/作者。儘管有上述約定，買方可以僅出於安全目的，製作軟體及相關文檔的一（1）份備份。

- 18.6** In the event that the license is terminated as a result of a breach by the Buyer of the foregoing provisions, then the Buyer shall remove the Software from its machines and to return at its own expenses, or if necessary, destroy the Software and any back-up copies and associated Documentation and shall no longer access to any Service. This paragraph applies to all copies of the Software as it applies to the original copy.

如因買方違反上述約定導致許可終止的，則買方應從其機器上刪除軟體，並自擔費用退回軟體，或者，如有必要的，銷毀軟體及任何備份及相關文檔，且不得再獲得任何服務。本款適用於軟體全部複製品，如同適用於原件一樣。

- 18.7** In the event that the Buyer requires further advice, assistance or information to achieve interoperability not warranted under the Order, the Buyer shall contact the Seller. If the Seller provides the Buyer with such information, then the Buyer shall use such information solely for the purpose of achieving interoperability, unless otherwise agreed and notified in writing by the Seller.

如為了實現訂單項下未保證的互通性，買方要求提供進一步的建議、協助或資訊的，買方應聯繫賣方。如賣方向買方提供了此類資訊，則買方應將該資訊僅用於實現互通性，賣方另行書面同意並告知的除外。

- 18.8** The license granted in this article **Error! Reference source not found.8** (Intellectual Property Rights) shall be effective concomitantly with the entry into force of the Order as stipulated in article 2.2 (Order). The expiration or termination of the Order shall not relieve the Buyer of its obligations under this Article 18 (Intellectual Property Rights).

本第18條（智慧財產權）授予的許可應在第2.2條（訂單）約定的訂單生效時一併生效。訂單屆期或解除的，不免除第18條（智慧財產權）項下買方的義務。

- 18.9** Always subject to article 16 (Liability - Insurance) and article 18.10, the Seller shall defend, at its expense, a third-party filed legal complaint, lawsuit or proceeding against the Buyer (hereinafter referred to as a "Claim") to the extent such Claim is based upon an allegation that the Products, Software and/or Documentation as of their delivery date, directly and infringe in the country where the Buyer has its registered address any third-party Intellectual Property Rights (hereafter "IP Claim"). The Seller shall indemnify the Buyer for any final adverse judgment(s) by a competent court or an arbitration tribunal, settlements and reasonable attorney fees resulting from an IP Claim. The foregoing obligations are conditioned on Buyer: (i) notifying the Seller promptly in writing of the IP Claim; (ii) giving the Seller sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and assisting in such defense.

在始終受約於第16條（責任-保險）及第18.10條的前提下，如任何協力廠商主張，產品、軟體和/或文檔從交付之日起，在買方註冊地址所在國直接侵犯協力廠商智慧財產權（以下簡稱“智慧財產權索賠”），且協力廠商基於該主張，針對買方提起法律投訴、訴訟或法律程式的（以下簡稱“索賠”），賣方應自擔費用進行抗辯。就因智慧財產權索賠導致有關法院或仲裁庭做出的最終不利判決、達成的和解及合理律師費，賣方應為買方提供賠償。上述義務的前提條件是：（i）買方應及時向賣方書面通知智慧財產權索賠；（i）買方應向賣方授予對智慧財產權索賠進行抗辯以及任何相關和解談判的完全控制權；以及（iii）買方應就上述抗辯提供合作及協助。

**18.10** The Seller's does not provide any warranty and its liability is expressly excluded:

關於下列情形，賣方並未提供任何保證，且明確免責：

- (i) for Products/Software/Documentation for which the Seller has not obtained a similar warranty from its supplier;  
賣方並未從其供應方取得類似保證的產品/軟體/文檔；
- (ii) if the infringement results from the combination or association of the delivered Products/Software/Documentation with any other product or equipment;  
將產品/軟體/文檔與任何其他商品或設備進行合併或組合而導致侵權；
- (iii) if the infringement results from a modification of all or part of the Products/Software/Documentation resulting from any intervention without the written authorization of the Seller;  
未經賣方書面授權，擅自修改產品/軟體/文檔之全部或部分而導致的侵權；
- (iv) whether the Product/Software has been manufactured to the Buyer's specifications;  
根據買方規範而製造產品/軟體的；
- (v) if the infringement results from a use of the Product and/or Software that does not comply with its specifications; and or;  
並未按照其說明書使用產品和/或軟體引起的侵權；和/或
- (vi) if the IP claim is based upon an allegation that the Products/Software/Documentation infringe any Standard Essential Patent i.e. a patent claiming technology that is Essential to comply with a Technical Standard'. For the purpose of this section vi), "Essential" means, with respect to a patent claim in relation to a Technical Standard, that it is not possible on technical (where "technical" does not include and is not otherwise construed to mean "commercial") grounds to implement the specifications of such Technical Standard without practicing such claim.

智慧財產權索賠是基於產品/軟體/文檔侵犯任何標準必要專利的主張而提起的，標準必要專利即：對遵守技術標準所必要的技術提出權利主張的專利。在本款內，關於技術標準有關的專利權利主張而言，“必要”是指，為了執行該技術標準的規範，如不實施該項權利主張，則在技術上是不可行的（其中，“技術”不包括且不得另行解釋為“商業”）。

“Technical Standard” shall mean any technical specification which sets forth certain technical requirements a product shall comply with, in order to perform a specific technical functionality, regardless of whether such specification was developed and/or published by a standardization organization or any other group of companies or a single company. Such technical specifications include, without limitation in particular cellular standards (such as GSM, GPRS, EDGE, UMTS(3G), 4G LTE, 5G), Video Codecs (such as H.265 H.264, H.263, MPEG2, MPG3, MPEG4, DIVX) and Audio Codecs (such as WAV, MP3, MP2, AAC, AMR-NB, AMR-WB, MIDI, Vorbis, APE, AAC-plus v1, AAC-plus v2, FLAC, WMA, ADPCM) as well as any Bluetooth standards, WAP standards and WIFI standards.

“技術標準”是指規定了某項產品應當遵守特定技術要求，以便實施特別技術功能的任何技術規範，不考慮該規範是否由標準化組織或任何其他公司集團或單家公司開發和/或發佈的。此類技術規範尤其包括但不限於蜂窩技術標準(例如GSM、GPRS、EDGE、UMTS(3G)、4G LTE、5G)、視訊轉碼器(例如H.265、H.264、H.263、MPEG2、MPG3、MPEG4、DIVX)及音訊編碼器(例如WAV、MP3、MP2、AAC、AMR-NB、AMR-WB、MIDI、Vorbis、APE、AAC-plus v1、AAC-plus v2、FLAC、WMA、ADPCM)以及任何藍牙標準、WAP標準及WIFI標準。

**18.11** In the event that a court or arbitrator finally determines that there has been an infringement of Intellectual Property Rights of a third party or should Seller consider that the Product, Software and/or Documentation could be the subject of an infringement claim or lawsuit, the Seller may choose at its own expenses one of the following: (i) obtain the necessary license of rights for the Buyer to continue to use Product, Software and/or Documentation concerned, or (ii) modify or replace the infringing Product, Software and/or Documentation in order to avoid the infringement or (iii) terminate the concerned Order(s).

如法院或仲裁員最終認定，已侵犯協力廠商智慧財產權，或者，如賣方認為，產品、軟體和/或文檔可能成為侵權索賠或訴訟的物件，則賣方可以自擔費用選擇以下某一措施：(i) 為買方取得繼續使用相關產品、軟體和/或文檔的必要許可權利，(ii) 修改或替換侵權產品、軟體和/或文檔，以避免侵權，或(ii) 解除相關訂單。

**18.12** The foregoing constitutes the entirety of the Seller's commitments to the Buyer in the event of disputes and/or infringement arising from the Intellectual Property Rights of third parties relating to the Products, Software and/or Documentation supplied by the Seller.

因協力廠商智慧財產權而引起涉及賣方所供應的產品、軟體和/或文檔的爭議和/或侵權時，上述措施構成賣方向買方承擔的全部義務。

## **19. CONFIDENTIALITY / 保密**

The Buyer shall keep all information received from the Seller in connection with the Offer and resulting from the Order (hereinafter referred to as the "Information") in strict confidentiality and shall not disclose the Information in whole or in part to any person other than Buyer's employees on a need-to-know basis for the purpose of making an internal evaluation of the Offer or, if applicable, installing, operating and/or maintaining the Product/Software in the performance of the Order. Any other disclosure shall be subject to the prior written consent of the Seller.

關於從賣方收到的與報價單相關的及訂單產生的全部資訊（以下簡稱“資訊”），買方應嚴格保密，除為了對報價單進行內部評估或（如適用）履行訂單中安裝、操作和/或維護產品/軟體而需要知悉資訊的買方員工之外，不得向任何人披露全部或部分資訊。任何其他披露須經賣方事先書面同意。

The Buyer shall comply with the provisions this article 19 (Confidentiality) for a period of five (5) years from the date of issuance of the Offer and, in the event an Order is entered into between the Parties: (i) during the performance of the Order and (ii) for a period of five (5) years from the date of completion of the last obligation of the Order or from the termination of the Order pursuant to Article 17 (Termination).

買方遵守本第19條（保密）的期限為發出報價單之日起五（5）年，並且，如雙方簽訂任何訂單的，保密期如下：（i）履行訂單期間，以及（ii）完成訂單最後義務之日起五（5）年，或根據第17條（解除）解除訂單起五（5）年。

## **20. ASSIGNMENT AND CHANGE OF CONTROL / 轉讓及控制權變更**

**20.1** Neither Party shall be entitled to transfer to a third party all or any of its rights and obligations arising from or related to the Order without the express prior consent of the other Party, which consent shall not be unreasonably withheld.

未經對方事先書面同意（但不得無理拒絕同意），任一方均不得向協力廠商轉讓訂單引起的或相關的其任何或全部權利及義務。

Notwithstanding the foregoing, the Seller may freely assign or transfer to any Affiliate any or all of its rights and obligations arising from or related to the Order.

儘管有上述約定，賣方有權自行向任何關聯人轉讓訂單引起的或相關的其任何或全部權利及義務。

The Parties agree that the assignment of the Order releases the assignor for the future.

雙方同意，訂單的轉讓將免除轉讓方將來的責任。

**20.2** In the event of the sale of the Buyer's business, spin-off or demerger absorption, merger, acquisition of his company or in the event of a change in the control of the Buyer's company:

如買方業務出售、其公司分拆或分解吸收、兼併、收購，或買方公司的控制權發生變更：

- (i) creating a conflict of interest, in particular in the event of a change of control of the Buyer in favor of a direct competitor of the Seller in the field of Products and Services, and/or  
導致利益衝突，尤其是買方的控制權變更後，有利於產品及服務領域內賣方的直接競爭對手，和/或
- (ii) showing an ethical risk resulting from allegations of an ethical reputation against the potential new buyer,  
由於道德聲譽的主張，產生對潛在新買家不利的道德風險，

the Seller may terminate the Order by registered letter with acknowledgement of receipt, without liability to the Buyer, such termination to take effect on the day following the date of receipt of such notice. It is expressly



understood that the term "change of control" referred to above means the direct or indirect acquisition by a third party of more than fifty percent (50%) of the share capital or voting rights.

此時，賣方可以通過掛號信（附回執）解除訂單，且不向買方承擔責任，該解除應在買方收到該通知之日的次日發生效力。雙方明確理解，上述“控制權變更”一語是指協力廠商直接或間接取得超過50%的股份或表決權。

## 21. PROTECTION OF PERSONAL DATA / 個人資料保護

### 21.1 Where the Seller processes Personal Data on behalf of the Buyer in connection with the Order, the following provisions shall apply.

如賣方因為訂單代表買方處理個人資料的，應適用以下約定。

The Parties agree to comply with their respective obligations under all applicable Personal Data protection laws and regulations, (including Taiwan Person Data Protection and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (GDPR)), which apply in the performance of the Order ("Regulations").

雙方同意遵守所有適用的個人資料保護法律法規（包括台灣的《個人資料保護法》及歐盟第2016/679號關於保護自然人個人資料處理及個人資料自由流動的條例）《通用資料保護條例》）規定的各自義務，該等法律法規在履行訂單時應予適用（“個人資料保護法規”）。

With respect to Personal Data made available to the Seller by the Buyer for the purpose of providing the Products, Software and/or Services under the Order, the Buyer shall act as the "data controller" and the Seller shall process the Personal Data on behalf of the Buyer.

關於因提供訂單項下產品、軟體和/或服務，買方向賣方提供的個人資料，買方應作為“資料控制人”，賣方應代表買方處理個人資料。

Acting as a "Data processor", the Seller shall process the Buyer's Personal Data in accordance with the Buyer's documented instructions as described in the Offer, the Order or any other document drawn up by mutual agreement of the Parties and for no other purpose than those expressly defined and approved by the Buyer, unless it is required to do so by the law of the European Union, the law of the Member State, or other applicable laws to which it is subject. In this case, the Seller shall inform the Buyer of this legal obligation prior to processing, unless applicable law prohibits such information on important public interest grounds.

賣方作為“資料處理人”，應按照報價單、訂單或雙方一致同意擬定的任何其他檔所述的買方書面指示處理買方的個人資料，且除買方指明並批准的目的之外，不得出於任何其他目的處理個人資料，除非對賣方適用的歐盟法律或成員國法律或其他適用法律要求其處理。此種情形下，賣方應在處理前將其法定義務通知買方，除非適用法律基於重大公共利益而禁止該通知。

The Offer, the Order or any other document agreed upon by the Parties shall define the processing activities carried out by the Seller on behalf of the Buyer, the purpose and duration of said processing, the categories of Personal Data processed and the categories of persons concerned. If the Seller uses subcontractors, they shall also be mentioned.

報價單、訂單或雙方一致達成的任何其他檔應明確賣方代表買方進行的處理活動、處理目的及期間、所處理的個人資料的類別以及相關資料主體的類別。如賣方聘請了分包商的，也應述及分包商。

The Buyer undertakes and warrants that, where required by the Regulations, it has obtained any authorization required by any competent authority and/or the consent of the person concerned, prior to disclosing any Personal Data to the Seller.

買方承諾並保證，如個人資料保護法規要求的，在向賣方披露任何個人資料之前，買方已經取得任何有關機構要求的授權和/或相關資料主體的同意。

If, under the Regulations, specific obligations are imposed on the Seller, such as technical requirements, these requirements will be quoted by the Seller and agreed between the Parties.

如根據個人資料保護法規，賣方承擔特定義務的（例如技術要求），賣方應該等要求報價，並由雙方達成一致。

The Seller shall ensure that it has implemented appropriate technical and organizational measures to ensure an adequate level of security for the Buyer's Personal Data in accordance with Article 32 of the GDPR.

賣方應確保其根據GDPR第32條制定適當的技術和組織措施，以確保買方個人資料處於適當的安全級別。

In addition, the Seller shall:

此外，賣方應

- (i) ensure that the persons authorized to process the Buyer's Personal Data are subject to confidentiality obligations and that its subcontractors respect the same obligations as those defined in this Article;  
確保被授權處理買方個人資訊的人員承擔保密義務，並承諾其分包商遵守與本條款規定的相同的義務；
- (ii) assist the Buyer, at the Buyer's expense, through appropriate technical and organizational measures, to the extent possible, taking into account the nature of the processing activities, in fulfilling its obligation to respond to requests from data subjects to exercise their rights under the data protection regulations applicable in connection with the performance of the Order;  
在考慮處理活動的性質的情況下，盡可能通過適當的技術和組織措施，協助買方（費用由買方承擔）履行資料保護法規中規定的對資料主體提出的權利請求作出回應的義務；
- (iii) immediately inform the Buyer if, in the Seller's opinion, an instruction from the Buyer concerning the processing of the Buyer's Personal Data constitutes a breach of the data protection regulations applicable in connection with the performance of the Order;  
如果其認為買方關於處理買方個人資料的指示違反了任何適用的資料保護法規，立即書面通知賣方；
- (iv) make available to the Buyer, at the Buyer's expense, all information necessary to demonstrate compliance with the obligations under Article 28 of the GDPR and, subject to two (2) weeks' notice, authorize and contribute to audits carried out by the Buyer or by an independent third party appointed by the Buyer and approved by the Seller;  
向買方提供所有必要資訊證明其已遵守GDPR第28條規定的義務（費用由買方承擔），並在提前兩（2）周通知賣方的前提下，允許並協助賣方或買方指定並經賣方批准的獨立協力廠商進行的審計；
- (v) given the nature of the processing activities and the information available to the Seller, assist the Buyer, at the Buyer's expense, in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR;  
在考慮處理活動的性質和賣方獲得的資訊的情況下，協助買方以確保買方遵守GDPR第32條至36條規定的義務，費用由買方承擔；
- (vi) delete or return to the Buyer all of Buyer's Personal Data and destroy existing copies at the end of the applicable retention period, unless otherwise required by applicable law;  
除非適用法律另有要求，在適用的保留期限結束時，刪除或返還所有買方個人資料，並銷毀現有副本；
- (vii) not transfer the Buyer's Personal Data outside the European Economic Area, if applicable, or any particular geographical location as per applicable local legislation, without the Buyer's prior express consent; and  
未經買方事先書面明確同意，不得將買方個人資料轉移出歐洲經濟區（如適用），或根據適用的當地法律轉移到特定地理位置以外，以及
- (viii) notify the Buyer of Personal Data breaches, as defined by the GDPR, as soon as possible after becoming aware of them.  
發現GDPR規定的個人資料洩露後儘快通知買方。

The Buyer grants the Seller general permission to share the Buyer's Personal Data with its subcontractors, it being understood that the Seller undertakes to inform the Buyer of any change in subcontractors by any means (including by email), thus giving the Buyer the right to object to such change, for legitimate reasons and within thirty (30) calendar days following receipt of the Seller's notification.

買方在此授予賣方及其分包商共用買方個人資料的概括授權，雙方理解賣方應將分包商的任何變更通知買方以確保買方有機會基於合法理由於收到賣方通知之日起三十（30）個日曆日內以書面形式反對此類變更。

The Seller shall remain fully responsible to the Buyer for the performance of the obligations of its subcontractors. 賣方就分包商的行為向買方承擔全部責任。

**21.2** In accordance with the authorization expressly granted by the Buyer in article 11.2 (Data made available to the Seller by the Buyer), the Seller shall be entitled to re-use for its own purposes as described in Article 11.2 (ii) and 11.2 (iii) (hereinafter the "Subsequent Data Processing"), the Personal Data which is made available to it by the Buyer in the course of the performance of the Order.

根據第11.2條（買方向賣方提供的資料）買方的明確授權，賣方有權為第11.2（ii）及 11.2（iii）條所述的自身目的（簡稱“後續資料處理”）再次使用履行訂單中買方向其提供的個人資料。

In this respect, the Buyer undertakes to inform the persons concerned of the transmission of their Personal Data to the Seller for the purpose of carrying out the Subsequent Data Processing, to obtain their consent when it is required by the Regulations and to provide proof thereof to the Seller, upon request.

就此，買方承諾向相關資料主體告知為了進行後續資料處理而向賣方移交其個人資料，並在個人資料保護法規要求時，取得資料主體的同意，並按照請求向賣方提供已經取得該同意的證據。

The Seller, in its capacity as "Data controller", undertakes to comply with the Regulations applicable to it for the performance of the Subsequent Data Processing.

賣方以“資料控制人”的身份，承諾在實施後續資料處理時，遵守其適用的個人資料保護法規。

## **22. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT / 廢棄電子及電氣設備**

**22.1** Under Directive 2012/19/EU on waste electrical and electronic equipment (hereinafter referred to as "WEEE"), Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment and their transposition into national laws and/or regulations, the responsibility for the costs of managing WEEE can be transferred from the Seller to the Buyer.

根據廢棄電子電氣設備（“WEEE”）指令2012/19/EU、關於在電子電氣設備中限制使用某些有害物質指令2011/65/EU以及適用的國家同類立法或法規，對於WEEE的管理成本的責任可以從賣方轉移到買方。

**22.2** Unless otherwise agreed in writing by the Parties, the Buyer hereby accepts this responsibility and shall, accordingly:

除非雙方另有書面約定，買方在此接受該責任，並因此：

- (i) assume the costs of collection, treatment, recovery and environmentally sound disposal of (i) all WEEE from or derived from the Products and (ii) all WEEE from or derived from products already on the market on August 13, 2005 (the Historic Waste), if such products are to be replaced by the Products and if such products are equivalent to the Products or perform the same function as the Products;

負責承擔以下各項的收集、處理、回收和無害環境處置產生的費用：（1）由產品產生或衍生的所有

WEEE，以及（2）由2005年8月13日已在市場上上市產品（歷史廢棄物）所產生或衍生的所有WEEE，如該等產品將被本合同項下同等類型或相同的功能產品替代；

- (ii) comply with the additional obligations imposed on users by the WEEE regulations.

遵守WEEE法規對用戶規定的所有額外義務。

**22.3** The aforementioned obligations shall be flow-downed by the Buyer to the distributors (within the meaning of the aforementioned directives) and by the distributor to the end user of the electrical and electronic equipment, always under the responsibility of the Buyer. Failure by the Buyer to comply with the aforementioned obligations may result in the application of criminal sanctions, as provided for by the national laws and/or regulations transposing the said directives. 上述義務應由各環節的買方轉移給分銷商（上述指令意義內），並由分銷商轉移給電子電氣設備的最終使用者，但始終由買方負責。買方不遵守上述義務可能導致適用的國家同類立法和/或條例中規定的刑事制裁。

## **23. ANTI-CORRUPTION AND INFLUENCE PEDDLING / 反腐敗和濫用影響力**

**23.1** The Parties shall always act in accordance with the national and foreign laws and regulations applicable to the prevention and detection of risks of corruption and influence-peddling, and in particular French law No. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of the economy (the "Sapin II Law"). 雙方應遵守國內外反腐敗和濫用影響力的法律法規，特別是2016年12月9日第2016-1691號法國法律《關於提高透明度、反腐敗以及促進經濟生活現代化的的反腐敗法案》（《薩賓第二法案》）。

Whether directly or via third parties, neither Party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favorable decision.

不論是直接還是通過協力廠商，任何一方均不得向任何人提出，也不得從任何人處接受任何要約、承諾、捐贈、禮物或任何形式的利益，可能使得相關人員將會或已經濫用其真實或假定的影響力以求為自己或他人獲得區別、工作、合同或任何其他有利決定。

Neither Party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favorable decision.

任一方均不得為自身索取或接受任何要約、承諾、贈予、禮物或任何形式的利益，以濫用其影響力來做出或獲得任何有利決定。

Each of the Parties declares that it has implemented a compliance program that meets the requirements of the Sapin II Law, insofar as it is subject to it.

各方均聲明其已經實施滿足《薩賓第二法案》各項要求的合規程式，到目前為止其遵守該要求。

**23.2** Each of the Parties hereby represents and warrants that none of its legal representatives is, or has been for the last three years, or will be at any time during the term of the Order, a Politically-Exposed Person who might, thanks to his/her function or mission, influence the position to be taken by him/herself or the end-customer within the frame of the performance of the Order. In case where, during the term of the Order, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.

各方在此聲明並保證，其法定代表在過去三年內或在訂單有效期內的任何時候，均不是由於其職務或使命而在地你訂單履行過程中會對其本人或最終客戶的立場產生影響的政治敏感人物。如果在本協議有效期內，任何一方意識到任何可能對本聲明和保證產生疑問的情況，必須立即通知另一方。

In the meaning of the foregoing provision:

上述條款中：

"Legal representative" means any of the directors and managing officers of either Party, of the company (or companies) controlling that Party and of the ultimate beneficiaries of that Party.

"法定代表"是指任何一方、控制該方的公司以及該方最終受益人的任何董事和管理人員。

"Politically Exposed Person" (or "PEP") means any natural person who is either an "Initial PEP" or, by extension, a "Relative" to an Initial PEP:

"政治敏感人物"（或"PEP"）是指"政治敏感人物本人"或政治敏感人物本人的"親屬"：

(i) an Initial PEP is a person who cumulatively fulfils the following two criteria:

政治敏感人物本人是指同時滿足以下兩個標準的人：

- on the one hand, is a "Public Official" or a senior official of a state-owned enterprise or publicly-owned company or of a political party, in the Buyer's / end-customer's country, who is currently exercising his/her functions or who has held such a position in the last three (3) years;

一方面，是指目前或在過去三（3）年內擔任客戶/最終客戶所在國的"公職人員"或國有企業或上市公司或政黨的高級官員職務。

- and on the other hand, this person, by virtue of his/her function or mission (past or current), is able to influence the Buyer's / end-customer's final decision regarding the award of a contract, or is able

to influence the position to be taken by the Buyer or the end-customer within the frame of the performance of a contract. 另一方面，此人憑藉其過去或當前的職能或使命，能夠影響客戶/最終客戶關於授予合同的最終決定或者客戶/最終客戶與合同履行有關的立場。

(ii) A Relative of an Initial PEP is any one of the following people:

政治敏感人物本人的親屬是以下任何人：

- parents, brothers and sisters, children of the Initial PEP, as well as the spouse(s), recognized partner(s) or companion(s) of these children;  
政治敏感人物本人的父母、兄弟姐妹、子女，及其子女的配偶、公認的伴侶或伴侶；
- spouse, recognized partner or companion of the Initial PEP, as well as the ascendants and descendants of this spouse, recognized partner or companion of the Initial PEP;  
政治敏感人物本人的配偶、公認的伴侶或伴侶，以及其配偶、公認的伴侶或伴侶的長輩和後代；
- persons closely associated with the Initial PEP, that is to say any person who is widely and publicly known to have close links, in particular business links, with the Initial PEP, including the beneficial owner of a legal entity, of a legal person or of a legal device held jointly with the Initial PEP or known to have been established for the benefit of the Initial PEP.  
與政治敏感人物本人密切相關的人，即眾所周知與政治敏感人物本人有密切聯繫，特別是業務聯繫的人，包括法人實體的受益人，或與政治敏感人物本人共同持有的或眾所周知的為政治敏感人物本人的利益而設立的法人實體或法人機構的受益人。

“Public Official” means any natural person who cumulatively fulfils the following two criteria:

“公職人員”是指同時滿足以下兩個標準的任何自然人：

(i) On one hand, this person:

一方面，此人：

- holds a legislative mandate or occupies an administrative, military or judicial position in the Buyer's / end-customer's country, whether by appointment or by election, on a permanent or temporary basis, with or without remuneration; or  
在客戶/最終客戶所在國擔任立法、行政、軍事或司法職務（無論該職務是通過任命還是選舉、長期或是臨時的、有報酬或無報酬）；或
- exercises a public function, as a public official or as a public agent, at any hierarchical level whatsoever, including within a public company or a national or international public body; or  
在任何層級以公職人員或公眾代理人的身份行使公共職能（包括在公共實體、國家或國際公共機構內）；或
- provides a public service or acts as a public official, depending on the meaning that the law in force in the Buyer's / end-customer's country gives to these terms;  
根據客戶/最終客戶所在國現行法律提供公共服務或擔任公職的人員；

(ii) And on the other hand, this person:

另一方面，此人

- is or appears to be, by virtue of his/her function or mission (past or current), able to influence the Buyer's / end-customer's final decision regarding the award of a contract, or  
由於其職能或使命（過去或現在），能夠影響或看起來能夠影響客戶/最終客戶關於授予合同的最終決定，或

- is able to influence the position to be taken by the Buyer or the end-customer within the frame of the performance of a contract.  
能夠影響客戶或最終客戶與履行合同有關的立場。

**23.3** Any violation by the Buyer of any provision of this Article shall be deemed a material breach by it of its contractual obligations, and shall entitle the Seller either to suspend the performance of the Order as long as the breach is not satisfactorily remedied or to terminate the Order immediately, and this without prejudice to any other remedy to which it may be entitled as per contractual provisions and/or at law.

買方對本條款任何規定的違反，均應被視為對其合約義務的重大違約。賣方有權在不影響其依據合約和/或法律規定可能有權獲得的任何其他救濟的前提下，暫停訂單執行（在該違約未得到令其滿意的補救時）或立即終止訂單。

## **24. APPLICABLE LAW / 適用法律**

The Offer, the Order, the GTCS and any other document relating to the Order shall be governed by and construed in accordance with the laws of Taiwan, to the exclusion of any conflict of laws provisions. The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

報價、訂單、通用銷售條款與條件和與訂單的相關任何其他檔應受台灣法律管轄並依其解釋，但不包括任何法律衝突條款。本通用銷售條款與條件不適用 1980 年《聯合國國際貨物買賣公約》的約定。

## **25. DISPUTE RESOLUTION / 爭議解決**

In the event of any dispute arising out of or relating to the Order, the Parties shall use their best efforts to settle such dispute amicably in accordance with their respective management.

如發生訂單引起的或與之相關的任何爭議的，雙方應由其各自管理層盡最大努力友好解決該爭議。

The Taipei District Court shall be the Court of First Instance and have exclusive jurisdiction to resolve any and all disputes controversy or claim between the Parties arising out of or in connection with the existence, validity, construction, performance and/or termination of the Offer or Order, which the parties are unable to settle amicably.

雙方之間因訂單的存在、有效性、結構、履行和/或終止而產生的或與之相關的任何爭議、爭論或索賠，若雙方無法友好協商解決的，應提交台灣臺北地方法院作為第一管轄法院且享有排他性管轄權。

The Buyer, if a state or governmental entity, hereby irrevocably waives all immunity from jurisdiction and of execution.

如買方是國家或政府機關的，買方茲不可撤銷地放棄司法管轄及執行的全部豁免權。

## **26. AUDITS / 審計**

In the event that the Buyer wishes to audit the Seller regarding the performance of any or all of the obligation under the Order, the Buyer shall give the Seller prior written notice of its request with at least fifteen (15) business days' notice. The Seller shall review the request within five (5) business days.

如買方希望對賣方履行訂單項下任何或全部義務的情形進行審計的，買方應至少提前十五（15）個營業日將其請求書面通知賣方。賣方應在五（5）個營業日內審查計請求。

The Seller reserves the right to refuse any audit request from the Buyer.

賣方有權拒絕買方提出的任何審計請求。

In the event of confirmation by the Seller of the feasibility of the audit and of the applicable conditions, particularly with regard to the scope that may be the subject of the audit, the Parties agree that:

如賣方確認審計可行及相關條件的，尤其是關於審計範圍的條件，雙方同意：

- (i) The audit will be carried out by an independent third party chosen and validated by mutual agreement between the Parties;  
應由雙方達成一致意見後選定並確認的獨立協力廠商進行審計；
- (ii) Auditors shall (i) sign a confidentiality and non-disclosure agreement and (ii) comply with security and confidentiality measures required by the Seller as part of the audit;  
審計人應當：（ i ）簽署保密及不得披露協議，以及（ ii ）遵守賣方要求的作為審計組成部分的安全及保密措施；
- (iii) The audit can only be conducted once per calendar year and only during the standard opening hours and days of the audited site;  
每個西曆年度只能進行一次審計，且只能在被審計場所的正常開放日期及時間內進行審核；
- (iv) The audit will be carried out at the Buyer's expense;  
審計費用由買方承擔；
- (v) The duration of the audit will be limited to three (3) working days;  
審計期間應限於三（ 3 ）個工作日；
- (vi) The audit may only cover the last twelve (12) months of activity prior to the beginning of the audit;  
審計只能針對開始審計之前十二（ 12 ）個月內的活動；
- (vii) Carrying out the audit shall in no way disrupt the Seller's business;  
審計不得幹擾賣方的業務；
- (viii) In particular, the audit shall not include (i) any data or information protected by confidentiality, particularly that relating to other customers and/or prospects of the Seller, (ii) any financial or accounting data (cost structure, etc.), (iii) any other information that is not relevant to the purpose of the audit and the scope of the Order.  
尤其說明，審計範圍不包括：（ i ）受到保密保護的任何資料或資訊，尤其是關於賣方其他客戶和/或前景的資料或資訊，（ ii ）任何財務或會計資料（成本結構等），（ iii ）與審計目的及訂單範圍無關的任何其他資訊。

The Buyer shall inform the Seller of the findings of the audit report. At the Seller's request, the audit report shall be presented by the Buyer at a steering committee meeting or other mutually agreed forum.

買方應將審計報告的調查結果通知賣方。經賣方請求，買方應在指導委員會會議或雙方同意的其他討論會上提交審計報告。

The Parties agree that the audit report will be confidential.

雙方同意，審計報告應當保密。

If the conclusions of the audit contain recommendations that result in changes to the rules and procedures audited, the Parties shall agree on the possible implementation of these recommendations and shall formalize this implementation by signing an amendment to the Order.

如審計結論中建議變更被審計的規則及流程，雙方應就執行該等建議的可行方案達成一致，並通過簽署訂單修訂協定確定該執行方案。

## **27. Language / 語言**

This GTCS is made in English and Chinese. In case of any discrepancy between the Chinese and English versions of this Contract, the English version shall prevail.

本通用銷售條款與條件使用中文和英文兩種語言文本。本通用銷售條款與條件中、英文版本如有不一致之處，以英文版本為主。

## **28. MISCELLANEOUS / 其他約定**

### **28.1 Amendments / 修訂**

The Order may only be amended by a written amendment duly signed by the authorized representatives of each of the Parties.

訂單的任何修訂須經雙方授權代表簽署書面修訂協定方為有效。

Any new request from the Buyer shall be evaluated by the Seller and shall be the subject of a technical and commercial offer from the Seller. After negotiation, an amendment to the Order shall be concluded between the Parties.

買方提出的任何新的請求應由賣方評估，並作為賣方提交的技術及商業報價單的標的。經協商後，雙方應達成訂單的修訂協定。

No change in the Order shall be taken into account by the Seller until the amendment has been signed by the Parties. 雙方簽署修訂協定之前，賣方不考慮訂單的變更。

The standards, laws and regulations applicable to the Order shall be the standards, laws and regulations applicable on the date of submission of the Offer by the Seller or such other date as the Parties may agree.

適用於訂單的標準、法律及法規應為賣方提交報價單之日或雙方同意的其他日期所適用的標準、法律及法規。

In the event of a change in the standards, laws or regulations to which the Order refers, the impact of such change shall be borne by the Buyer.

如訂單適用的標準、法律或法規發生變更的，該變更的影響應由買方承擔。

## **28.2 Partial invalidity / 部分無效**

If any provision of the Order, the Offer or the GTCS is held by a competent authority to be invalid or unenforceable, such provision shall be deemed to be unwritten while the remaining provisions shall continue to be valid and in full force and effect.

如有關機構認定訂單、報價單或本條款與條件的任何約定無效或不能執行的，該約定應視為刪除，而其他條款應繼續有效。

Notwithstanding the foregoing, the Parties undertake to negotiate in good faith to agree on a mutually satisfactory provision to replace the provision deemed null and void or unenforceable.

儘管有上述條款，雙方承諾基於誠信進行協商，就雙方滿意的替代條款達成一致，以替代被認定無效或不能執行的條款。

## **28.3 Title of the articles / 條款標題**

The Article titles used in the GTCS are for convenience only and shall not be used to interpret the provisions of the GTCS.

本條款與條件內使用的標題僅供方便參考，不用於解釋本條款與條件的約定。

## **28.4 Survival / 存續**

The following clauses of the GTCS shall survive expiration or termination of the Order: article 4 ("Taxes"), article 18 ("Intellectual Property Rights"), article 19 ("Confidentiality"), article 24 ("Applicable law"), article 25 ("Dispute resolution").

本條款與條件的以下條款在訂單屆期或解除後存續有效：第4條（“稅收”）、第18條（“智慧財產權”）、第19條（“保密”）、第24條（“適用法律”）及第25條（“爭議解決”）。