

General Sales Terms & Conditions
通用銷售條款及條件

1. General**總則**

1.1 NO GENERAL TERMS OR CONDITIONS OF THE BUYER SHALL APPLY UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING ANY GENERAL TERMS OR CONDITIONS WHICH THE BUYER PURPORTS TO APPLY UNDER ANY ORDER, ACCEPTANCE OF ORDER, SPECIFICATIONS, BUYER'S WEBSITE, E-COMMERCE PLATFORM OR OTHER ELECTRONIC SITE OR OTHER DOCUMENTS), UNLESS EXPRESSLY AGREED BY THE SELLER IN WRITING.

除非賣方明確以書面形式同意，否則在任何情況下，買方的通用條款及條件（包括買方聲稱適用於任何訂單、訂單的接受、產品規格、買家的網站、電子商務平台等其他電子網站或其它文件的通用條款及條件）概不適用。

1.2 These Conditions shall apply to all business dealings by the Seller acting as seller or potential seller of Goods. Variation to these Conditions shall have no effect unless expressly agreed in writing by the Seller.

本條件適用於賣方作為產品出售人或潛在出售人的所有商業交易。除非賣方另有明確書面同意，否則對本條件所作的變更無效。

1.3 If there is a conflict between these Conditions and the Contract, the provisions of the Contract shall prevail, unless the Contract recognizes the differences and clearly indicates that these Conditions shall prevail.

如本條件與合同不符，則應當以合同中的條款為準，除非在合同中確認該等不符，並明確表示以本條件為準。

2. Order & Confirmation**訂單與訂單的確認**

2.1 The Buyer shall send orders ("Orders") to the Seller in writing, listing the following items: (i) type(s) of Goods; (ii) quantity of Goods; (iii) applicable unit price; (iv) total price in the Order; and (v) time and place of delivery. Each Order may contain only one place of delivery, unless specifically requested for in the Order and confirmed by the Seller either by written confirmation or making delivery of Goods. The Buyer shall be liable for any incorrect information in an Order.

買方須以書面方式向賣方發出訂單（“訂單”），列明下述項目：(i) 產品種類；(ii) 產品數量；(iii) 適用的單價；(iv) 訂單總價；及(v) 交付時間和地點。除非買方在訂單上明確提出且賣方以書面或實際交付的方式明確接受兩個或以上的交付地點，否則每份訂單只可指定一個交付地點。買方須對訂單上任何不正確資訊承擔責任。

2.2 An Order shall be deemed as confirmed by Seller ("Confirmed Orders") if (a) it is confirmed by the Seller in writing ("Order Confirmation"); or, (b) the Seller has delivered the Goods to Buyer according to such Order.

若(a) 賣方以書面形式確認某一訂單（“訂單確認書”）；或者，(b) 賣方已按照某一訂單的要求向買方發送貨物，則該份訂單應視為已被賣方確認（“受確認訂單”）。

2.3 An Order is not binding on Seller unless it is confirmed by the Seller. If the Seller disagrees with certain items in the Order, the Buyer and the Seller shall discuss in good faith and resolve the differences so that the Buyer can submit a final Order fully acceptable to the Seller. Alternatively, Seller may issue an Order Confirmation with different terms for Buyer to accept.

在賣方確認訂單前，訂單對賣方不具有約束力。如賣方不同意訂單內某些條款，買賣雙方須本著誠信原則協商和解決分歧，以便買方能發出一份被賣方完全接受的最後訂單。或者，賣方亦可向買方發出載有不同之條款的訂單確認書以使之能被買方接受。

2.4 All Orders/Order Confirmations are governed by the Contract and the Conditions, whether they are mentioned in the Orders/Order Confirmations.

所有訂單/訂單確認書須受合同和本條件的約束，而不論它們有否在訂單/訂單確認書中被提及。

3. Delivery**交付**

3.1 Unless otherwise agreed in writing between Buyer and Seller, Goods shall be delivered according to DAP (Taiwan) inside Taiwan and FOB (Seller designated port) outside Taiwan.

除非買賣雙方另有書面約定，產品在臺灣內的交付應根據DAP(台灣)進行；在臺灣以外的交付應根據FOB(賣方指定港口)進行。

3.2 The delivery time stated in the Confirmed Order is only an estimated time for delivery, which Seller will use its best economically reasonable efforts to deliver accordingly, subject to Seller's manufacture and business capacity.

受確認訂單上的交付時間只是預計的交付時間。賣方將根據其生產及業務能力，盡最經濟、合理的努力按此交付

3.3 Risk of loss shall be transferred to Buyer upon delivery. Except as otherwise provided, title to Goods shall be transferred to the Buyer upon satisfaction of both of the following two conditions: (i) Goods have already been delivered to Buyer; and (ii) Seller has already received from Buyer the full payment for the Goods. A letter of credit or bill of exchange, if any, shall not be deemed as payment. Before the title to Goods is transferred to the Buyer, Buyer is still obligated to perform all its obligations (including payment obligations) under

the Orders and Conditions. Risk of loss to Goods and other items returned by Buyer ("Returned Goods") will be transferred to Seller no earlier than Seller's receipt of the Returned Goods and will not be transferred to the Seller if the return is not authorized by the Seller.

產品滅失的風險在交付時移轉給買方。除非另有約定，產品的所有權在同時滿足以下條件時轉移給買方：1) 產品已經交付給買方，並且 2) 賣方已經收到了買方支付的全額貨款。信用證或匯票（如有）不得視為貨款的支付。在貨物所有權轉讓給買方之前，買方仍有義務履行其在訂單和條件下的所有義務(包括付款義務)。買方退回的貨物及其他物品的損失風險("退還貨物")將在賣方收到退貨時轉移給賣方，如果賣方未授權退貨，則不得將風險轉移給賣方。

- 3.4 Goods are delivered in Seller's standard packaging unless otherwise agreed between the Buyer and the Seller in writing.

除非買賣雙方另有書面協定，否則產品應當以賣方的標準包裝交付。

- 3.5 Buyer shall take delivery according to the Confirmed Order. If the Buyer fails to take delivery, then

- (a) Goods shall be deemed to be delivered and the risk of loss shall transfer upon Seller's making of the Goods available for Buyer according to the Confirmed Order; and
 (b) Seller may choose to, but is not obligated to, arrange for storage of the Goods at Buyer's sole expenses.

買方須根據受確認訂單進行收貨。如買方未能進行收貨，則

- (a) 在賣方已根據受確認訂單準備好產品並使其處於可交付狀態時，產品應視為已交付，產品的滅失風險亦同時移轉給買方；及
 (b) 賣方可選擇（但無義務）安排儲存產品，所引起的費用須由買方單獨承擔。

4. Price & Payment

價格和付款條件

- 4.1 The price term shall be DAP (Taiwan) inside Taiwan and FOB (seller designated port) outside Taiwan, the definition of which shall be according to Incoterms 2010. Price includes packaging, VAT, consumption tax and any other tax and customs duty that Seller is required to pay under applicable law and Incoterms for delivery. The Price does not include, and the Buyer shall be responsible for, any VAT, consumption tax or any other tax and customs duty that the Buyer is required to pay under the applicable law or Incoterms for delivery.

價格條款臺灣內為DAP(台灣); 臺灣以外為FOB(買方指定港口)計價，該國際貿易術語應根據國際貿易術語解釋通則2010進行解釋。價格中已包括了適用的法律以及國際貿易術語解釋通則的交付條款下賣方應當承擔的包裝費用、增值稅、消費稅以及其它稅款及關稅，但不包括適用的法律以及國際貿易術語解釋通則的交付條款下買方應當承擔的增值稅、消費稅或者其他稅款及關稅，後者應由買方承擔。

- 4.2 If fluctuations occur in one or more of the factors constituting the Seller's cost position, such as, but not limited to, cost of raw materials, wages, insurance premiums, freight, exchange rates and taxes, the Seller is entitled to adjust the Prices accordingly. Seller will inform Buyer in writing of the price adjustment. Buyer shall be deemed to have accepted the price adjustment unless the Buyer informs Seller that it wishes to terminate the Contract within 14 days after receipt of the notice of price adjustment.

如構成賣方成本的一項或多項因素（例如但不限於原材料成本、工資、保險費、運費、匯率及稅款）出現波動，則賣方有權相應調整價格。賣方須書面通知買方有關價格的調整。除非買方在收到有關價格調整的通知後十四天內通知賣方其欲終止合同，否則須視為買方已接受價格調整。

- 4.3 The Contract or Confirmed Order between the Buyer and the Seller shall specify payment by Buyer to Seller in either one of the following two ways:

- a) payment shall be made by the Buyer prior to the agreed delivery date, failing which the Seller shall have the right to delay or cancel delivery and the Buyer shall be deemed to have breached its obligation and shall compensate the Seller for its damages; or
 b) payment shall be made by the Buyer in accordance with any special agreement entered into between the Buyer and Seller in writing, including but not limited to Credit Agreement, if any.

買賣雙方達成的合同或受確認訂單中應當明確約定買方須按下列方式之一向賣方支付貨款：

- a) 買方須在雙方同意的交付日期前向賣方付款，如買方未有按時付款，賣方有權延遲或取消交付，且買方被視為違反其義務，須賠償賣方的損失；或
 b) 買方須按照雙方達成的任何特別書面協議（如有），包括但不限於信用協議，向賣方付款。

- 4.4 The authoritative date for timely payment shall be the date of receipt of the payment by Seller.

買方準確的付款日期應以賣方收到貨款的日期為準。

- 4.5 Time for payment is of the essence. In case the Buyer is late in payment, in addition to any other remedies Seller might be entitled to, the Buyer shall pay to the Seller interest equal to 0.5% of total amount due for each full calendar week of the delay, plus any exchange loss between the payment currency and EURO as suffered by the Seller.

付款時間是至關重要的。若買方延遲向賣方付款，則除了賣方有權採取的其它救濟措施之外，每延遲一星期，買方須向賣方支付相當於延遲付款總金額千分之五（0.5%）的利息，另外還須承擔賣方遭受的付款貨幣兌換成歐元的匯率損失。

- 4.6 Buyer shall not deduct or withhold from the payment any amount still in dispute where Buyer and Seller have not reached agreement or settlement, or until there is any final arbitral award or court judgment.

買方不得從貨款中減去或暫扣任何仍有爭議（指買賣雙方仍未達成協議或和解，或任何終局仲裁裁決或法庭判決也仍未作出的情況）的價款。

- 4.7 If Buyer orders Goods specifically made for Buyer, Seller may require Buyer to pay a deposit at the amount of no less than 20% of the total purchase price prior to commencement of the Seller's production. If Buyer cancels the Order or fails to pay the remainder of the purchase price when due, then, in addition to Seller's other available remedies under applicable law, Buyer shall forfeit the deposit and any rights thereon completely.

如買方訂購為買方特別製造的產品，賣方可要求買方在賣方開始生產前預先支付購買總價格不低於百分之二十（20%）的訂金。如買方取消訂單或未能按期支付購買價格的餘款，除在適用法律下賣方可以採取的其它救濟措施之外，買方須完全放棄訂金及其它由此引起的任何權利。

5. Quality & Inspection

品質及檢驗

- 5.1 The Goods delivered shall satisfy the specifications and quality standard as agreed between the Buyer and the Seller, or if absent such agreed specifications and/or quality standard, satisfying OSRAM's standard specifications and the prevailing industry quality standard.

交付的產品品質須符合買賣雙方一致同意的產品規格及／或品質標準，如沒有一致同意的產品規格及／或品質標準，則須符合賣方標準的產品規格及普遍適用的行業品質標準。

- 5.2 Upon delivery, the Buyer shall conduct an incoming inspection as to the quantity and quality of the Goods. If no objection to the quantity and apparent defect in quality is raised within two (2) working days after delivery, the Goods shall be deemed to be in full compliance with the Contract, the Conditions and the Confirmed Order and have been accepted by the Buyer with satisfactory quantity and quality and in good status. For any objection to defect of non-satisfaction of specifications and quality standard as specified in Article 5.1 raised within twelve (12) months or a specified period as provided otherwise in the respective applicable Confirmed Orders or user manual after delivery ("Claim Period"), which is not caused by the Buyer or a third party, the Buyer may report the defect to the Seller. Once the Seller confirms there exists a defect, the Seller shall bear the direct expenses for repairs and/or replacements (excluding removal, installation and/or transportation of Goods and/or insurance thereon) of the Goods. **The Seller shall not be liable for any objection on quality of the Goods raised by the Buyer after Claim Period.**

交付時，買方須就產品數量和品質進行進貨檢查。如買方在產品交付後兩(2)個工作日內沒有針對產品的數量或者明顯的缺陷提出異議的，則視為產品完全符合合同、本條件及受確認訂單的規定，並須視為買方已接受產品在數量和品質上均符合其要求且狀況良好。如買方在產品交付後十二(12)個月或相應的經確認之訂單或使用手冊裡另行規定的產品理賠有效期（“理賠期間”）內針對產品存在不符合上述第5.1條規定的缺陷提出異議，而且該缺陷不是由買方或第三方引起的，買方可向賣方報告該缺陷。一旦賣方確認缺陷存在，賣方須承擔因維修及/或更換（不包括拆除、安裝及/或運送產品及/或有關保險）產品而引致的直接費用。**賣方毋須對買方在理賠期間之後提出的任何有關產品品質的異議承擔任何責任。**

- 5.3 **Seller expressly declares that there are no warranties of merchantability and of fitness for a particular purpose, whether express or implied, with respect to Goods sold under these Conditions. Further, except as expressly provided for in these Conditions, no other warranty, condition or term, whether express or implied is given by the Seller and all such warranties, conditions or terms are hereby excluded to the extent possible.**

賣方明確聲明，根據本條件出售的所有產品不含有任何明示或者默示的適銷性或者適用於某一特定目的的保證。並且，除本條件明確規定外，賣方不提供並在此最大程度地排除任何其它明示或者暗示的保證、條款或者條件。

- 5.4 **Section 5 of the Conditions sets forth the entire and sole remedy of the Buyer, and the entire and sole liability of the Seller arising from the quantity, quality, use and/or purposes of the Goods delivered. For the avoidance of doubt, such remedy does not extend to improper use or application of Goods for purposes not in line with user manual, guidance, instructions, specification or the like provided by Seller.**

本條件第5條列明了對買方的所有和唯一的補償，以及賣方須就交付的產品的數量、品質、使用及/或這用目的而承擔的所有和唯一的責任。為明確起見，該補償不適用於未遵照賣方提供的用戶手冊、指導、指示或類似說明上所載目的而對產品的不適當使用或應用。

6. Intellectual Property Right

智慧財產權

- 6.1 All rights, title and interest in and to the Goods, the Contract, the Order and/or the Order Confirmation (and any part thereof), other than those expressly granted herein, shall remain wholly vested in Seller or its third party licensors. Buyer acknowledges that it has no rights or licenses whatsoever in respect of the Goods, the Contract, the Order or the Order Confirmation, save for those expressly granted to it by this Contract.

所有對於產品、合同、訂單及/或訂單確認書(及其任何部份)的權利、所有權和利益，除在此明確授予外，須完全歸屬於賣方或其第三方授權許可人。買方承認，除合同中明確授予之外，其對產品、合同、訂單或訂單確認書並無任何權利或授權許可。

- 6.2 In case the Goods are manufactured by Seller with Buyer required or provided trademarks, copyrights, designs, technologies, information, patents or any other intellectual property rights, the Buyer shall ensure that

manufacture and sale of the Goods by the Seller is free from any claim of infringement of any third party intellectual property rights.

若產品為賣方按買方要求或買方提供的商標、版權、設計、技術、資訊、專利或任何其它智慧財產權而製造的，買方須保證賣方生產和銷售產品的行為不會遭受任何侵犯第三方智慧財產權的權利主張。

- 6.3 Nothing in this Contract, an Order or Order Confirmation entitles Buyer to use any trademark of Seller or its third party licensors, or any other mark confusingly similar thereto. Without the express prior written approval of the Seller, no reference to the Seller's trade name and trademark shall be made, without limitation, on the Buyer's stationeries, business cards, sales promotional materials or web pages/social media. If the Buyer is in the business of manufacturing products which incorporate Seller's Goods, the use of Seller's trade name and trademarks on the Buyer's products is strictly prohibited, except in cases where prior written approval has been obtained.

本合同、訂單或訂單確認書的任何規定均未賦予買方使用任何賣方或其第三方授權許可人的商標，或任何其他混淆性相似的標誌的權利。未經賣方的明確事先書面許可，買方不得在包括但不僅限於其文具、名片、銷售推廣材料或網頁/社交媒體上提及賣方的商業名稱及商標。如買方在生產過程中包含賣方產品，除已獲得事先書面許可的情況外，否則賣方商業名稱及商標嚴禁使用於買方產品上。

7. Termination of Contract

合同的終止

- 7.1 Either party may terminate the Contract with the other party by serving six (6) months advance written notice without cause.

任何一方均可通過提前六（6）個月發出書面通知的方式終止合同而無須任何理由。

- 7.2 If either party is in material breach of the Contract, the non-breaching party may serve the breaching party a written notice of breach allowing the breaching party to rectify the breach in a sixty (60) day grace period. If the breaching party does not rectify the breach within such sixty (60) day grace period, the non-breaching party may elect to terminate the Contract by serving the breaching party a thirty (30) day advance written notice.

如任何一方實質性違反合同，非違約一方可向違約一方發出書面違約通知，容許違約一方在六十(60)天寬限期內就違約作出補救。如違約一方未能在六十(60)天寬限期內就違約作出補救，非違約一方可選擇事先向違約一方發出三十(30)天書面通知而終止合同。

- 7.3 If either party is insolvent, in bankruptcy, or is appointed a receiver or liquidator, or is in proceedings of similar nature, the other party may terminate the Contract with immediate effect.

如任何一方無力償債，破產，或被委派了接管人或託管人，或正進行性質類似的法律程式，則另一方可立即終止合同。

- 7.4 If the Seller has reasonable grounds to have doubt on the Buyer's financial ability to pay, the Seller may require Buyer to provide security or advance payment in part or in full for any Order even if the security or advance payment is not contemplated under the Contract or in the initial Order and/or Order Confirmation. If the Buyer fails to provide such security or advance payment, the Seller may elect to terminate the Contract and/or Confirmed Order with immediate effect.

如賣方基於合理原因懷疑買方的付款能力，則即使合同、原來的訂單及/或訂單確認書內未約定買方需要提供抵押或預付貨款，賣方亦可要求買方就任何訂單提供抵押或預付部分或全部貨款。如買方未能提供抵押或預付貨款，賣方可選擇立即終止合同及/或受確認訂單。

- 7.5 The Seller shall have the right to terminate the Contract and/or Confirmed Order with immediate effect if the Buyer is involved in sales of products infringing the Seller's trademark or involved in sales of non-for-sale products supplied by Seller for promotion purpose.

如買方涉及銷售侵犯賣方商標的產品或賣方提供給買方用於促銷的非賣品，賣方有權立即終止合同及/或受確認訂單。

8. Limitation of Liability

法律責任的限定

- 8.1 **Regardless of the legal theory, Seller shall not be liable for (a) business interruption, down time, inability to use Buyer's equipment; (b) loss of revenue, lost savings, profits (including without limitation production profits, operating profits and resale profits) or sales or any other loss of possible benefit of Buyer; or (c) for any special, punitive, indirect, incidental or consequential damages of Buyer. Seller's liabilities shall in no event exceed a maximum amount of the total price of the corresponding Confirmed Order. In case any breach by Seller of the Contract, the Conditions or the Confirmed Order may also give rise to a claim of tortious act at the same time, Seller shall only be liable for breach of contract.**

不論基於任何法律基礎，對買方的(a)業務中斷、設備停機期間、設備無法使用而導致的損失；(b)收入、儲備、利潤（包括但不限於生產利潤、經營利潤和轉售利潤等）或銷售額或任何其它可得利益的損失；或(c)買方的任何特別的、懲罰性的、間接的、附帶的或結果性的損失，賣方均毋須承擔責任。在任何情況下，賣方的法律責任都不超過相關受確認訂單的貨款總數。如賣方違反合同、本條件或者受確認訂單，可能同時引起侵權損害之訴，在該情況下，賣方只承擔違約責任。

- 8.2 Buyer shall indemnify, defend and hold Seller harmless from and against any and all third party claims for losses, liabilities, costs and expenses, including legal fees, in relation to any loss or damage to property or

injury to persons (including death) arising from (a) Buyer's breach of any of its obligations under the Contract, Conditions or Confirmed Order; (b) negligent use, abuse, misuse, misapplication, improper installation, handling or implementation of the Goods by the Buyer or its direct or indirect customers; and/or (c) any modification of the Goods by the Buyer or its direct and indirect customers without the express written authorisation of the Seller, including without limitation formulating, packaging and/or finishing the Goods in any manner whatsoever or integrating the Goods into other products.

就(a)買方違反任何其于合同、本條件或受確認訂單項下的義務；(b)買方或它的直接或間接客戶疏忽使用、濫用、誤用、不當應用、不妥善安裝、處理和使用產品；及/或(c)買方或其直接或間接客戶未經賣方明確書面授權而對產品作出變更，包括但不限於以任何形式設計、包裝及/或完成產品，或將產品整合至其它產品，由此而導致任何第三方提出關於任何財產損失或損害、人身傷害（包括死亡）的損失、責任、開支和支出（包括法律費用）的主張，買方須賠償賣方、為賣方辯護並使賣方免于損害。

9. Miscellaneous

其它

9.1 Neither party shall be liable to the other for any breach of the Contract, or any inability or delay in performing its obligations under these Conditions or the Contract, if such breach, inability or delay is caused by any force majeure event, including without limitation the direct or indirect results of fire, natural phenomena, acts, restrictions or failure to act of any government authority, domestic or foreign, strikes, labour disputes, breakdowns or accidents to machinery, shortages of materials in the market, civil commotion, delays in transportation and other cause beyond the affected party's reasonable control (excluding causes which affect the capability of the Buyer to fulfill its payment obligations towards Seller) ("Force Majeure"), provided that in any such event the party affected by such Force Majeure event shall use its best efforts to minimize the impact of such Force Majeure event and shall notify the other party in time.

對於因不可抗力而導致違反合同、無法或延遲履行本條件或合同項下任何義務，雙方均不向對方承擔責任，但在任何該等情況下，受不可抗力影響的一方應盡最大努力減低不可抗力的影響並及時通知另一方。不可抗力包括但不限於由火災、自然現象、任何國內或國外的政府機構的作為、限制或不作為、罷工、勞動糾紛、機械故障或事故、市場上的材料匱乏、內亂、延遲運輸及其它超出一方合理控制的事由所直接或間接導致的狀況（不包括影響買方履行對賣方支付義務能力的原因）（“不可抗力”）。

9.2 Buyer shall strictly comply with all laws and regulations applicable to its performance of the obligations under the Order, Conditions or Contract, including without limitation any applicable anti-corruption laws.

買方應嚴格遵守所有適用於其履行訂單、本條件或合同項下義務的法律法規，包括但不限於任何適用的反腐敗法律。

9.3 Each party shall keep confidential, not disclose to any third party without the other party's prior written consent, and use only for the purpose of the Contract, all information marked or identified in writing as confidential that it receives from the other party under the Contract. This obligation shall not apply to information: which is or becomes public knowledge other than through a breach of any obligation of confidentiality to the disclosing party; which is independently developed by the recipient of the information; or that is lawfully received from a third party. This obligation shall survive the expiry or termination of the Contract or the sales relation between the Buyer and the Seller for a period of three (3) years.

所有按合同接收自另一方並書面標注或界定為保密的資訊，雙方均須予以保密，未經另一方事先書面同意不得向任何第三方披露，並只為合同的目的而使用該資訊。本保密義務不適用於以下資訊：並非通過違反對披露方的保密義務而為或成為公眾所知；或由接收方獨立開發或由協力廠商合法獲取的資訊。本保密義務自買賣雙方的合同或銷售關係期滿或終止後三(3)年內仍然有效。

9.4 Except as otherwise provided in the Contract, the Contract and the Conditions shall be governed by the law of Taiwan and any dispute arising out of or in connection with the Contract or the Conditions shall be resolved through litigation. The court of first instance shall be Taipei local court. The United Nations Convention on Contracts for the International Sales of Goods is excluded.

除非合同另有規定，否則，合同及本條件受台灣法律管轄。所有因雙方間的合約以及本條件所產生的或與之有關的爭議應通過訴訟解決，訴訟的第一審管轄法院為台北地方法院。《聯合國國際貨物銷售合同公約》應被排除適用。

9.5 References to OSRAM fiscal year shall mean the period from October 1 of a year to September 30 of the subsequent year.

“賣方的財政年度”指每年的十月一日至下一年的九月三十日。

9.6 The Conditions and all Confirmed Orders shall be an integral part of the Contract. The Contract, the Conditions and any and all Confirmed Orders shall constitute the entire Contract between Buyer and Seller.

本條件及所有受確認訂單為合同不可分割的一部分。合同、本條件及所有受確認訂單構成買賣雙方之間的完整合同。

9.7 Should any individual clause of these Conditions be held to be illegal, unenforceable or unfeasible, the remaining clauses shall remain in full force and effect.

若本條件的任一條款被裁定為不合法、無法強制執行或不可行，其餘條款仍然完全有效。

9.8 **Seller has specially reminded Buyer of those provisions hereunder limiting or exempting Seller's liability and/or increasing Buyer's liabilities and has explained to the Buyer such provisions as required by buyer. Buyer has carefully read, sufficiently understood and voluntarily accepted such provisions.**

賣方已特別提醒買方注意現本條件中限制或免除賣方責任的條款以及增加買方責任的條款，並已按買方要求對該等條款予以說明。買方已仔細閱讀、充分理解且自願接受該等條款。

10. TRANSFERABILITY

轉讓或轉移

Seller may, without the consent of Buyer, assign and transfer this Agreement to a successor in business or an acquirer of all or a substantial part of the business whether by way of a share deal, asset deal or otherwise to which this Agreement pertains. Likewise, Seller may, without the consent of Buyer, while remaining entitled and obligated under this Agreement, assign and transfer the same rights and obligations under this Agreement to a successor in business or an acquirer of a substantial part of the business whether by way of a share deal, asset deal or otherwise to which this Agreement pertains in a way that both Seller and successor in business enjoy an independent contractual relationship with Buyer. Seller shall inform Buyer in writing of such assignment as well as of the date of such assignment becoming effective.

無需買方的許可，賣方可將本協議轉讓或轉移給無論是通過股權收購、資產收購或者其他方式並購包括本協議在內的全部或部分業務的業務承繼方或併購方。同樣的，賣方亦可，無需買方的許可，在保留本協議項下賣方的權利和義務的前提下，轉讓或轉移本協議項下的該等權利和義務給無論是通過股權收購、資產收購或者其他方式併購包括本協議在內的全部或部分業務的業務承繼方或併購方，且賣方及其業務承繼方均與買方保持獨立的合同關係。賣方應書面通知買方該等轉讓及轉讓生效日。

11. Export Control

出口控制

11.1 Seller shall not be obligated to fulfill its obligation hereunder if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

若本條件中義務的履行被任何基於國內或國際貿易或海關方面的要求或任何禁運規定或其它制裁而造成的障礙所阻止，賣方無義務履行該義務。

11.2 Compliance with Export Control Regulations

遵守出口控制法規

(a) If Buyer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Seller or works and services (including all kinds of technical support) performed by Seller to a third party worldwide, Buyer shall comply with all applicable national and international (re-) export control regulations (e.g., the United States of America). 如果買方將賣方提供的貨物（包括無論以何種方式提供的硬體、軟體和/或技術，以及相關的文檔），以及賣方完成的工作和服務（包括所有種類的技術支援）轉移給海外的第三方，則買方應遵守所有適用的國內、國際的（再）出口控制法規（如美國）。

(b) If required to conduct export control checks, Buyer, upon request by Seller, shall promptly provide Seller with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Seller, as well as any export control restrictions existing.

如果被要求進行出口控制的審查，則買方在收到賣方的要求後應立刻提供包含有賣方所提供的特定貨物、工作和服務的最終客戶，最終目的地，以及預期用途的所有資訊，以及任何存在的出口控制限制。

(c) Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Buyer. This provision does not imply a change in burden of proof.

就任何由於買方不遵守出口控制規定而引起的、或與之相關的索賠、訴訟、行動、罰款，損失、成本和損壞，買方應補償賣方並使其免受損害，且買方應賠償賣方由此產生的一切損失和費用，除非該違反並非因買方過錯而引起。此條款並無任何改變舉證責任的暗示。

12. Definitions

定義

“Conditions” shall mean the General Sale Terms & Conditions set out in this document.

“本條件”指本文所列的通用銷售條款及條件。

“Contract” shall mean the contract and/or agreement for the sale and purchase of the Goods concluded between the Buyer and the Seller, incorporating these Conditions, and including all Orders and Order Confirmations given by the parties thereunder.

“合同”指買賣雙方為銷售和購買產品而訂立的合同及/或協議，包含本條件以及雙方根據本條件而發出的所有訂單和訂單確認書。

“Goods” shall mean the goods which the Seller is to supply to the Buyer under the Contract and in accordance with the Conditions.

“產品”指賣方根據合同及按照本條件供應給買方的產品。