

Bristol-Myers Squibb

STANDARD PURCHASE ORDER TERMS & CONDITIONS

Republic of China

1. DEFINITIONS AND INTERPRETATION

1.1 If the Purchaser and the Seller (or their respective Affiliates) have executed and signed alternative contractual terms or a master agreement governing the purchase of the Products and Services set out in the Purchase Order, then those alternative terms shall apply instead of, and override anything to the contrary in, these Terms and Conditions

1.2 In these Terms and Conditions, the following definitions apply: "Affiliates" means any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with either the Purchaser or the Supplier, including without limitation, and by example only, as a subsidiary, parent, holding company or joint venture alliance partner;

"Confidential Information" means any business, technical, operational, product, customer or personnel information of the Purchaser, the Supplier or respective Affiliates, which is disclosed or obtained by the other in connection with the provision of the Products and/or Services; "Cure Date" has the meaning set out in clause 10.2;

"Data Protection Legislation" means all applicable laws and regulations protecting the privacy of individuals and their personal information in the country where the purchase order is issued;

"Delivery" means delivery of the Products and/or the performance of the Services, to the address specified for delivery in the Specifications or in the Purchase Order, as the case may be;

"Disclosing Party" has the meaning set out in clause 11.1;

"Documentation" means the documentation relating to the Products and/or the Services, to be provided by the Supplier under clause 7.6.1;

"Losses" means all losses, claims, liabilities, costs, expenses and damages of any nature;

"Out-of-Pocket Expenses" has the meaning set out in clause 4.1(d);

"Personal Data" has the meaning set out in the Data Protection Legislation;

"Price" means the amount in the relevant currency specified in the Purchase Order as the price for the Products and/or the Services;

"Products" means any item, goods, deliverable, materials or otherwise set out or referenced in the Purchase Order to be provided by the Supplier pursuant to these Terms and Conditions;

"Purchase Order" means the Purchaser's purchase order concerning the Products and/or Services to be delivered under these Terms and Conditions, with a unique identifying number. The Purchase Order unique identification number must be quoted on all Supplier invoices for the Products and/or the Services Delivered to the Purchaser for payment to occur;

"Purchaser" means the Bristol-Myers Squibb group company specified in the Purchase Order, which may include without limitation, Bristol-Myers Squibb (Taiwan) Ltd.;

"Purchaser's Personal Data" has the meaning set out in clause 12.1;

"Receiving Party" has the meaning set out in clause 11.1;

"Services" means the services set out or referenced in the Purchase Order to be provided by the Supplier pursuant to these Terms and Conditions and, including services to install or maintain the Products;

"Specifications" means the Purchaser's statement of requirements concerning the scope and performance specifications applicable to the Products and/or Services;

"Terms and Conditions" means these terms and conditions, which may be amended from time to time by the Purchaser unilaterally and notice in writing to the Supplier. Any amendments of these Terms and Conditions shall apply only to orders for Products and/or Services placed after the effective date of such amendment;

"Warranty Period" means the period of 12 months commencing on Delivery of the Products, unless a different warranty period is mandated by applicable law or set out in the Purchase Order in which case such period shall be the warranty period for the Products

2. SCOPE

2.1 In exchange for the Purchaser paying the Price and subject to clause 1.1, the Supplier shall provide the Products and/or the Services in accordance with these Terms and Conditions

2.2 Subject to clause 1.1 and unless otherwise agreed in writing by the Purchaser or set out in the Purchase Order, these Terms and Conditions shall prevail over any other terms and conditions, business terms, purchase conditions or order acknowledgement provided by the Supplier

2.3 The Supplier acknowledges that it provides the Products and/or the Services to the Purchaser on a non-exclusive basis. Nothing in these Terms and Conditions shall restrict the Purchaser's ability to obtain products and/or services the same as or similar to the Products and/or Services from any third party

2.4 Nothing in these Terms and Conditions commits or guarantees any future purchases of the Products and/or the Services

2.5 The Products and/or the Services are purchased for the benefit of the Purchaser and its Affiliates

3. DELIVERY

3.1 Except as otherwise agreed in the Purchase Order or the Specifications, the Supplier shall deliver the Products and/or the Services to the Purchaser no later than 30 calendar days after the date of the Supplier's receipt of the Purchase Order

4. PRICE, PAYMENT AND INVOICING

4.1 Unless otherwise agreed in writing with the Purchaser, the Price:

- is fixed and is not subject to any increased cost as a result of currency fluctuations;
- is inclusive of all requirements including without limitation all packing, labelling, customs, freight and transportation duties or charges;
- is inclusive of [GST/VAT/sales tax] as stated in the Purchase Order and any applicable [GST/VAT/sales tax] shall be paid by the Purchaser at the prevailing rate prescribed by applicable law;
- to the extent that it requires the reimbursement of fees, costs or expenses for goods and services provided by the Supplier's subcontractor or third party suppliers (the "Out-of-Pocket Expenses"), such Out-of-Pocket Expenses shall be agreed by the Purchaser in advance and the agreed Out-of-Pocket Expenses shall be invoiced to the Purchaser at the Supplier's cost without additional mark-up or margin; and
- constitutes fair market value for the Products and/or the Services and does not constitute bribery or any other form of inappropriate inducement according to and under applicable law

4.2 The Purchaser may reasonably dispute the legal validity, accuracy or correctness of the invoice and may withhold payment on the disputed portion (including on the entire portion, where the legal validity of the entire invoice is disputed) until the dispute is resolved. Clause 4.4 shall not apply to any payment withheld by the Supplier pursuant to this clause. The Supplier shall provide the Purchaser with the invoice and where applicable, such information as the Purchaser may reasonably require to substantiate the Price

標準採購訂單條款與條件 - 中華民國

1. 定義與解釋

1.1 若「買方」與「賣方」（或其關係企業）已就「訂購單」所載「產品」及/或「服務」簽訂替代契約條款或主合約，則替代條款將予適用，並取代本「條款與條件」中任何不同之約定。

1.2 本「條款與條件」適用如下定義之術語：

「關係企業」係指任何時間直接或間接控制或受控於「買方」或「供應商」或與「買方」或

「供應商」處於相同控制權下的公司、合夥組織或其他經營實體，包括但不限於分公司、母公司、控股公司或合資企業結盟夥伴等。

「機密資訊」係指「買方」、「供應商」或其各自「關係企業」的任何商業、技術、運營、產品、客戶或人員資訊，因提供「產品」及/或「服務」而由他方揭露或取得者。

「糾正期限」如第10.2條之定義。

「資料保護法」係指採購訂單簽發地保護個人隱私權及個人資訊的所有相關法規。

「交付」係指將「產品」交付至「規格標準說明書」或「採購訂單」所載交貨地點，及/或於該地點履行「服務」。

「揭露方」如第11.1條之定義。

「說明文件」係指「供應商」依第6.1條提供與「產品」及/或「服務」相關的說明文件。

「損失」係指任何性質的所有損失、求償、責任、成本、費用及其他損害。

「墊付費用」如第4.1(d)條之定義。

「個人資料」如「資料保護法」中之定義。

「價款」係指以「訂購單」約定貨幣標示金額的「產品」及/或「服務」價款。

「產品」係指「訂購單」中所載或引述並由「供應商」依本「條款與條件」

提供的任何項目、商品、應交付事項、材料或其他物品。

「訂購單」係指「買方」就應依本「條款與條件」交付之「產品」

及/或「服務」下達的訂購單，各訂單應有獨特的識別編號。

凡「供應商」就已交付之「產品」及/或「服務」而向「買方」開具

開具的所有發票，必須載明前述識別編號，以便安排付款。

「買方」係指「訂購單」所載必妥治施實集團公司，可能包括但不限於台灣必妥治施實實股份有限公司

「買方個人資料」如第12.1條之定義。

「接受方」如第11.1條之定義。

「服務」係指「訂購單」所約定或引述並將由「供應商」依本「條款與條件」提供的各項服務，包括安裝或維修「產品」之服務。

「規格標準說明書」係指「買方」就「產品」及/或「服務」之範圍及績效規格標準所作之陳述。

「條款與條件」係指本條款與條件，並可由「買方」不定期修訂後書面通知

「供應商」。對本「條款與條件」所作之任何修訂，僅適用於修訂生效後所下達的「產品」及/或「服務」訂單。

「保固期」係指自「產品」「交付」之日起12個月期間。

但若相關法律或「採購訂單」另有規定或約定，則應從其規定或約定；

此時，該規定或約定期間即為「產品」保固期。

2. 範圍

2.1

若「買方」支付價款且無第1.1條之狀況，則「供應商」即應依本「條款與條件」提供「產品」及/或「服務」。

2.2 除有第1.1條之狀況或「買方」以書面方式或於「訂購單」中另有其他約定外，本「條款與條件」之效力應優先於「供應商」提出的其他條款與條件、商業條款、採購條件或訂單確認。

2.3 「供應商」確認，其以非獨家基礎向「買方」提供「產品」及/或「服務」。

本「條款與條件」並未限制「買方」向任何第三方取得與

「產品」及/或「服務」相同或類似之產品及/或服務。

2.4 本「條款與條件」並未承諾或保證未來採購任何「產品」及/或「服務」。

2.5 「產品」及/或「服務」乃基於「買方」及其「關係企業」之利益採購。

3. 交付

3.1 除「訂購單」或「規格標準說明書」另有不同約定外，「供應商」

應於收到「訂購單」之日起30天內，向買方交付「產品」及/或「服務」。

4. 價款、付款與開立發票

4.1 除與「買方」另有其他書面約定外，「價款」應：

(a) 固定不變，且不受幣值波動造成之任何成本上升的影響。

(b) 涵蓋所有要求，包括但不限於所有包裝、標籤、結關、運費或其他收費。

(c)

包括「訂購單」中規定的[消費稅/增值稅/營業稅]，且任何相關[消費稅/增值稅/營業稅]應由「買方」依相關法律規定的現行稅率繳納。

(d)

如需償還「供應商」之轉包商或第三方供應商提供商品與服務的費用、成本或支出（以下稱「墊付費用」），

則「墊付費用」應取得「買方」事前認可；經認可之「墊付費用」應依

「供應商」的成本向「買方」開具發票，不得加價。

(e)

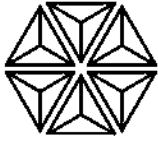
構成「產品」及/或「服務」的公平市價，而非賄賂或相關法律規定的其他不當誘因。

4.2 「買方」可就發票的合法性、準確性或正確性合理提出異議，並暫扣有爭議部分款項

（若整個發票的合法性存有爭議，則可暫扣全部款項），

直至爭議解決為止。第4.4條不適用於「供應商」依本條款暫扣的任何付款金額

；「供應商」應向「買方」提供發票，及「買方」合理要求用以核實「價款」的其他訊息。



Bristol-Myers Squibb

5. TITLE AND RISK IN PRODUCTS

5.1 Unless alternative Incoterms are specified in the Purchase Order, risk in the Products passes to the Purchaser on Delivery and title to the Products free of prior rights or interests of any person, passes to the Purchaser on payment of the Price (or portion of the price) that corresponds to the Products actually Delivered

6. DOCUMENTATION

6.1 The Supplier shall provide the Purchaser with all documentation relative to the Products and/or Services customarily provided by the Supplier or as otherwise agreed. All such documentation shall be sufficient to enable the Purchaser to receive the full benefit of the Products and/or the Services, including without limitation documentation sufficient to operate, to make full use of and/or to maintain the Products without further reference to the Supplier

7. CANCELLATION, REJECTION AND OTHER PERFORMANCE FAILURES

7.1 If the Products and/or Services fail to materially comply with the Specifications, the Purchase Order, and/or the Supplier's published technical, functional or operational specifications, then without limitation to the Purchaser's statutory rights upon Delivery or if Delivery is delayed by more than 7 calendar days after the due date for delivery, then the Purchaser may:

(a) notify the Supplier in writing that, with immediate effect, the Purchaser terminates all or the relevant part of the Purchase Order for the Products and/or Services;

(b) reject the affected Products or if in the Purchaser's opinion the delay or failure is severe, all of the Products including those previously supplied

7.2 If the Purchaser rejects or terminates all or part of the Products and/or Services under clause 7.1, the Supplier shall accept the return and immediately credit or refund to the Purchaser the total Price paid and any costs incurred by the Purchaser in returning the Products to the Supplier

8. WARRANTIES AND INDEMNITIES

8.1 Without limitation to any statutory rights or warranties according to applicable law, the Supplier warrants that:

(a) upon Delivery the Products and/or Services materially comply with the Specifications and the Purchase Order, and shall continue to materially comply with the Specifications and the Purchase Order during the Warranty Period;

(b) the Products conform to their description and are materially free from defects in design, materials, workmanship and installation;

(c) the Products are of satisfactory quality and reasonably fit for their purpose and use;

(d) the Products are new and have not been used by any person, unless otherwise agreed in writing by the Purchaser;

(e) it will comply with all applicable laws in supplying the Products and/or Services;

(f) the Products and/or Services will comply with all applicable laws, regulations and industry standards and the Supplier's published technical, functional or operational specifications therefore;

(g) all Services will be carried out by competent, suitably qualified and trained personnel;

(h) the Products (and/or the Purchaser's and its Affiliates normal use of the Products) do not and will not at any time infringe the intellectual property rights of any third party;

(i) it is not aware of any conflicts of interest which could materially adversely affect the Supplier's ability to supply the Products and/or Services as required by these Terms and Conditions; and

(j) it has the full and unrestricted right to Deliver the Products and/or the Services in accordance with these Terms and Conditions and all applicable laws

8.2 The Supplier shall indemnify the Purchaser from any Losses arising out of a breach by the Supplier of clause 8.1. In addition, if at any time during the Warranty Period, the Supplier becomes aware or the Purchaser notifies the Supplier of any failure of the Products and/or the Services to comply with clause 8.1(a) - (f), the Supplier shall promptly rectify that failure at no cost to the Purchaser

9. LIABILITY

9.1 Subject to clauses 9.2, 9.3 and the indemnification of any breach of the warranty set out in clause 8.1(h) which shall not be limited by this clause, the maximum total liability of the Purchaser to the Supplier, and of the Supplier to the Purchaser, for any Losses arising out of or in connection with the provision of the Products and/or Services is limited to the total Price

9.2 Neither the Purchaser nor the Supplier shall be liable to the other party in connection with these Terms and Conditions for any lost profits, lost customers, loss of anticipated savings, loss of software or data or any other consequential or indirect loss falling within the same category

9.3 Nothing in these Terms and Conditions excludes or limits either the Supplier's or the Purchaser's Losses for death or personal injury caused by its negligence or any other category of Losses which cannot be excluded or limited by applicable law

10. TERM AND TERMINATION

10.1 These Terms and Conditions bind the Parties relative to the Delivery of the Products and/or Services. Clauses 8, 9, 11, 12, 14.2 shall survive the Delivery of the Products and/or Services

10.2 If the Purchaser has failed to pay an undisputed invoice for the Price by the due date and the Purchaser has not remedied that failure of payment within 14 calendar days of having receiving notice from the Supplier of the failure and the request that such failure be remedied (the "Cure Date"), then the Supplier may immediately cease further Delivery of the relevant Products or Services by notice in writing to the Purchaser

10.3 The Purchaser may cancel the provision by the Supplier of any Products and/or Services remaining to be supplied by the Supplier to the Purchaser immediately by notice in writing to the Supplier.

5. 產品所有權及風險

5.1 除「訂購單」中約定其他國際商業貿易條款外，「產品」風險應自「交付」起轉移至「買方」，且不附任何人優先權益的「產品」所有權，應自支付實際交付之「產品」的相對價款（或部分價款）後轉移至「買方」。

6. 說明文件

6.1

「供應商」應提供「買方」「供應商」通常提供或雙方另行約定之「產品」及/或「服務」的相關說明文件。

所有說明文件應足以讓「買方」充分使用「產品」及/或「服務」，包括但不限於足以讓「買方」在無須進一步求助「供應商」的情況下，操作、充分使用及/或維護「產品」所需的說明文件。

7. 取消、拒收及其他違約情形

7.1

若「產品」及/或「服務」實質不符「規格標準說明書」、「訂購單」及/或「供應商」公布的技術、

性能或操作規格，或若「交付」延誤超過7天以上，則於不影響「買方」其他法定權利的前提下，「買方」可：

(a)

書面通知「供應商」立即終止「產品」及/或「服務」、「採購訂單」的全部或其相關部分。

(b)

拒收受影響的「產品」，或若「買方」認為延誤或違約情形嚴重，則可拒收所有「產品」，包括在此之前已供應者。

7.2 若「買方」根據第7.1條拒收或終止全部或部分「產品」及/或「服務」，

則「供應商」應接受退貨，並將已支付的全部「價款」及「買方」

因向「供應商」退貨所發生的費用記入「買方」帳下或返還「買方」。

8. 保證與賠償

8.1 於不影響依相關法律享有的任何法定權利或保證的前提下，「供應商」保證：

(a)

於交付時及「保固期」內，「產品」及/或「服務」應實質符合「規格標準說明書」及「訂購單」的要求。

(b) 「產品」符合其相關說明，且於設計、材質、工藝以及安裝等方面不含任何瑕疵。

(c) 「產品」達令人滿意的品質標準，並合理符合其目的與用途。

(d) 除「買方」另以書面表示同意外，「產品」為全新且未經任何人使用。

(e) 於提供「產品」及/或「服務」時，遵守所有相關法律。

(f)

「產品」及/或「服務」符合所有相關法規、產業標準以及「供應商」公布的技術、性能或操作規格。

(g) 所有「服務」將由受過良好培訓、勝任且擁有相關資格的人員執行。

(h)

「產品」（及/或「買方」及其「關係企業」對「產品」的正常使用）於目前及未來任何時間，不會侵犯任何第三方智慧財產權。

(i)

「供應商」所知，並無可能對其依本「條款與條件」供應「產品」及/或「服務」之能力造成實質負面影響的任何利益衝突。

(j)

其擁有依本「條款與條件」及所有相關法律交付「產品」及/或「服務」的充分而不受限制的權利。

8.2 「供應商」應賠償買方因「供應商」違反第8.1條造成之任何損失。除此之外，若「供應商」於保固期內任何時間得知或經買方通知「產品」及/或「服務」不符合第8.1(a)至(f)條，則「供應商」應及時進行修正，且不得增加買方成本。

9. 責任

9.1

除第9.2、9.3條及第8.1(h)條所載因違反任何保證的賠償不受本條限制外，「買方」及「供應商」

對於因提供「產品」及/或「服務」所導致或相關的任何「損失」，最高責任以總「價款」為限。

9.2

對於任何利潤損失、客戶流失、預期節約損失、軟體或資料損失、或同類別的其他從屬或間接損失，

「買方」與「供應商」概不就本「條款與條件」向對方承擔任何責任。

9.3

本「條款與條件」並未限制或排除「買方」或「供應商」對於因其疏忽導致死亡或人身傷害等「損失」，或依相關法律不得排除或限制之其他「損失」，所應承擔的責任。

10. 期限與終止

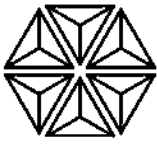
10.1 本「條款與條件」就「產品」及/或「服務」的交付相關事宜對「雙方」有約束力。第8、9、11、12及14.2條於「產品」及/或「服務」交付完成後，仍繼續有效。

10.2

若「買方」逾期未就無爭議的發票支付「價款」，且未於收到「供應商」違約並要求糾正之通知後

14天（以下稱「糾正期限」）內加以糾正，則「供應商」可書面通知「買方」後，立即停止交付相關「產品」及/或「服務」。

10.3 若發生以下狀況，則「買方」可書面通知「供應商」立即取消「供應商」



Bristol-Myers Squibb

- (a) in the circumstances of clause 7;
 - (b) if the Supplier is bankrupt or enters (voluntarily or involuntarily) into any sort of insolvency proceedings; and
 - (c) if the Supplier fails to deliver the Products and/or Services within the time period and quality requirements stated on the Specifications, as supplemented and/or clarified by the relevant Purchase Order, and fails to remedy such failure to the Purchaser's satisfaction within 14 calendar days after receiving the Purchaser's request to remedy such failure
- 10.4 Any cessation or cancellation under clauses 10.2 and 10.3 shall not relieve the Purchaser of the obligation to pay to the Supplier for the Products and/or Services provided prior to the effective date of such cessation, cancellation and termination

11. CONFIDENTIALITY

11.1 A party (the "Receiving Party") shall maintain in confidence the other party's (the "Disclosing Party") Confidential Information and shall not use the Confidential Information for any other purpose without the Disclosing Party's prior written consent

11.2 The Receiving Party may use, disclose and/or store the Disclosing Party's Confidential Information:

- (a) for the purpose of performing its obligations under these Terms and Conditions;
 - (b) for any other purposes required by applicable law;
 - (c) within its organisation and to its Affiliates or subcontractors on a "need to know" basis, provided all such recipients have signed a broad written confidentiality undertaking with the Receiving Party sufficient to protect the Disclosing Party's Confidential Information in accordance with these Terms and Conditions
- 11.3 For the avoidance of doubt, the obligations of confidentiality in this clause 11 do not apply to information that is:
- (a) in the public domain other than through a breach of section 11.1 by the Receiving Party;
 - (b) rightfully disclosed by a third party or known to the Supplier prior to the date of the Purchase Order; or
 - (c) required to be disclosed by law, regulation or by any applicable stock exchange listing rules

12. DATA PRIVACY

12.1 In providing the Products and/or Services, the Supplier shall comply with the Data Protection Legislation relating to the Personal Data of the Purchaser's or its Affiliates customers, personnel or consultants obtained by the Supplier in connection with these Terms and Conditions (the "Purchaser's Personal Data")

12.2 Without limitation to clause 12.1, the Supplier shall:

- (a) process the Purchaser's Personal Data in only on the instructions of the Purchaser and ensure that it is used only as necessary to carry out the Supplier's obligations under these Terms and Conditions;
- (b) ensure that the Purchaser Personal Data is kept secure and is not subject to any unauthorised or unlawful processing, accidental loss, destruction or damage; and
- (c) ensure that no Purchaser Personal Data is transferred outside the country where the purchase order is issued without the prior written consent of the Purchaser

13. INTELLECTUAL PROPERTY

13.1 The intellectual property rights of the Purchaser or the Supplier, as the case may be, which exist on the date the Supplier receives the Purchase Order, shall continue to be owned by or licensed to the party introducing such rights

13.2 All intellectual property rights in the Products and/or the Services created specifically for and paid for by the Purchaser under these Terms and Conditions as part of the Price, shall be assigned to the Purchaser immediately upon their creation. The intellectual property rights are assigned for their worldwide exploitation, for the duration of term of protection and for all means, media, form or formats of exploitation, including without limitation, the right to reproduce, use, adapt, modify, transform, publish, distribute, publicly perform and communicate, translate and to prepare derivative works or to assign, sell or license such rights on an exclusive or non-exclusive basis

13.3 The Supplier grants to the Purchaser and its Affiliates a non-exclusive, perpetual (or other maximum term permitted by applicable law), fully paid-up licence to use, copy, and store any of the Supplier's pre-existing intellectual property rights or third party rights, which form part of the Products and/or the Services and which are necessary for the Purchaser to receive the benefit of the Products and/or Services

13.4 The Supplier shall, at the Purchaser's request, do all acts and execute all documents reasonably required to enable the Purchaser to obtain the full intended benefit of this clause 13

13.5 Any use by the Supplier of the Purchaser's or its Affiliates' business or product names, logos and trademarks requires the prior written consent of the Purchaser. All such names, logos and trademarks shall remain the exclusive property of the Purchaser, its Affiliates and their licensors, as the case may be

14. MISCELLANEOUS

14.1 Subject to clause 1.1, these Terms and Conditions supersede any prior and shall apply without regard to any subsequent understandings, discussions or agreements relating to the same subject matter, as well as any standard terms and conditions of the Supplier

14.2 These Terms and Conditions are governed by the laws of the Republic of China and are subject to the exclusive jurisdiction of the Republic of China

14.3 The Purchaser will notify the Supplier of any variation or alteration of these Terms and Conditions implemented by the Purchaser

14.4 The Supplier may not assign and transfer or novate its obligation to supply the Products and/or Services pursuant to, or its rights arising from, these Terms and Conditions. The Purchaser may assign and transfer or novate its rights and obligations pursuant to or arising from these Terms and Conditions upon written notice to the Supplier of the occurrence of such assignment and transfer or novation

14.5 If any provision(s) of these Terms and Conditions is illegal or unenforceable, such provision(s) will be severed and the rest may be enforced to the extent possible

14.6 The Supplier and the Purchaser are independent contractors and neither party nor their respective personnel are in a partnership, joint venture, employment or agency relationship as a result of or in connection with the supply of the Products and the Services

14.7 Except as expressly specified herein, no any third party shall have any benefit or right arising from these Terms and Conditions

14.8 Neither the Purchaser nor the Supplier will be liable for any Losses arising directly or indirectly from the failure or delay in performing its respective obligations under these Terms and Conditions to the extent and for the duration that such failure or delay is caused by circumstances outside its reasonable control

14.9 These Terms and Conditions are provided in the English/Chinese language. If there is any conflicts, the Chinese version shall prevail for all purposes

正待供應「買方」的任何剩餘部分「產品」及/或「服務」:

- (a) 第7條所述狀況。
 - (b) 若「供應商」破產, 或(自願或被迫)進入破產清算程序。
 - (c) 若「供應商」未依「規格標準說明書」及相關「採購訂單」補充及/或闡明的時限與品質要求提供「產品」及/或「服務」, 且未於收到「買方」要求糾正之通知後14天內糾正至「買方」可接受之程度。
- 10.4 依第10.2及10.3條停止或撤銷, 並不免除「買方」就停止、撤銷及終止生效前已提供之「產品」及/或「服務」向「供應商」付款的義務。

11. 保密

11.1 一方(以下稱「接受方」)應為他方(以下稱「揭露方」)的「機密資訊」保密, 未經「揭露方」事前書面同意, 不得將「機密資訊」用於任何其他目的。

11.2 「接受方」可於下列範圍內使用、揭露及/或儲存「揭露方」的「機密資訊」:

- (a) 為履行其於本「條款與條件」下之義務。
 - (b) 相關法律要求的其他目的。
 - (c) 以「必要知悉」的基礎於其組織內部及對其「關係企業」或轉包商, 但所有「機密資訊」接受者應與「接受方」簽訂書面保密承諾, 其約定應足以依本「條款與條件」保護「揭露方」的「機密資訊」。
- 11.3 為避免疑義, 本第11條保密義務不適用於下列資訊:
- (a) 非因「接受方」違反第11.1條而公開者。
 - (b) 「採購訂單」日期之前由第三方以正當方式揭露或「供應商」已知悉者。
 - (c) 依相關法規或證券交易所上市規則要求揭露者。

12. 資料隱私權

12.1 在提供「產品」及/或「服務」時, 對於因本「條款與條件」取得「買方」或其「關係企業」之客戶、人員或顧問的個人資料(以下稱「買方個人資料」), 「供應商」應遵守相關「資料保護法」。

12.2 不影響第12.1條, 「供應商」應:

- (a) 限於依「買方」指示處理「買方個人資料」, 並確保僅在履行「供應商」於本「條款與條件」下之義務而有必要時使用。
- (b) 確保「買方個人資料」的安全, 並避免越權或非法處理、意外遺失、毀損或損壞。
- (c) 確保未經「買方」事前書面同意, 不得將「買方個人資料」轉移至採購訂單簽發國以外之任何地點。

13. 智慧財產

13.1 「供應商」收到「訂購單」時既存屬於「買方」或「供應商」(視具體情況而定)的智慧財產權仍屬引進該等權利之一方, 或應授權其使用。

13.2 依本「條款與條件」專為「買方」開發並以「價款」之一部分由「買方」償付之「產品」及/或「服務」中的所有智慧財產權, 應於其開發成功之日立即轉讓予「買方」。

該等智慧財產權的轉讓包括保護期間於全世界以任何方式、媒體、形式或格式進行的開發利用,

包括但不限於複製、使用、改編、修改、轉換、出版、分發、公開執行與溝通、翻譯及準備衍生作品或轉讓、出售或以獨家或非獨家基礎授權。

13.3 「供應商」賦予「買方」非獨家、永久(或相關法律所允許的其他最長時限)且付清之授權, 可使用、複製及儲存「供應商」此前已存在並構成「產品」及/或「服務」之一部分且為

「買方」使用「產品」及/或「服務」所必需的智慧財產權或第三方權利。

13.4 經「買方」要求後, 「供應商」應採取一切合理必要行動並簽署一切合理必要文件, 使「買方」能充分獲得第13條預期之利益。

13.5 「供應商」使用「買方」或其「關係企業」之商號或產品名稱、標誌及商標等應取得「買方」事前書面同意。

所有該等名稱、標誌及商標仍為「買方」、其「關係企業」及其授權人(視具體情況而定)的專屬財產。

14. 其他條款

14.1 除第1.1條之狀況外, 本「條款與條件」取代以往任何條款與條件, 且不論雙方就相同主題是否有後續共識、

討論或協議, 亦不論「供應商」是否有任何標準條款與條件。

14.2 本「條款與條件」受中華民國法律管轄, 並服從中華民國的唯一司法管轄權。

14.3 若「買方」對本「條款與條件」進行任何修訂或變更, 則應通知「供應商」。

14.4 「供應商」不得將其於本「條款與條件」下供應「產品」及/或

「服務」的義務或權利轉讓、出讓或替換。「買方」可書面通知「供應商」, 將其於本「條款與條件」下的義務或權利轉讓、出讓或替換。

14.5 若本「條款與條件」任何約定違法或不能執行, 則該等約定應予排除, 而其餘部分仍應於可行範圍內執行。

14.6 「供應商」與「買方」為彼此獨立合約方, 任何一方或其人員並未因提供「產品」與「服務」而建立合作夥伴、合資經營、聘用或代理等關係。

14.7 除本「條款與條件」明確約定者外, 任何第三方並未因本「條款與條件」獲得任何利益或權利。

14.8 若「買方」或「供應商」因超出其合理控制範圍以外的任何狀況, 而無法或延誤履行其於本「條款與條件」下的義務, 則對於因此直接或間接造成的任何「損失」無須負責。

14.9 本「條款與條件」以中英文版本提供, 兩者如有任何矛盾, 概以中文版為準。