

購買貨物和/或服務的一般條款

General Terms and Conditions of Purchase of Goods and/or Services

(Released: 2017/6/1)

1. 定義

DEFINITIONS

- 1.1. 「買方」指發出採購訂單或具採購性質文件（分別或統一均簡稱為「採購訂單」）的台灣戴姆勒亞洲商車股份有限公司。
“Purchaser” shall mean Daimler Trucks Asia Taiwan Ltd., issuing the Purchase Contract or purchasing documents (individually or collectively referred to as “Purchase Order”).
- 1.2. 「供應商」指向之發出採購訂單的個人、企業或公司。買方和供應商，單獨成為「一方」，合稱為「雙方」。
“Supplier” shall mean the person, firm or company to whom the Purchase Order is issued. The Purchaser and the Supplier, each a “Party” and, collectively, the “Parties”.
- 1.3. 「貨物」或「服務」一詞包括所有採購訂單所涉之貨物或服務。
The word “Goods” or “Services” include all goods or services covered by the Purchase Order.
- 1.4. 「採購訂單」指應適用本一般條款（定義見下文）的買方的採購訂單。
“Purchase Order” shall mean Purchaser’s purchase order, to which these General Terms and Conditions (as defined below) shall apply.
- 1.5. 「本合約」指買方和供應商之間的合約，由採購訂單、本一般條款（定義見下文）以及雙方以書面形式簽署的任何其他文件（或該等文件之某些部分）（下稱「其他相關合約」）構成。
“This Contract” shall mean the contract between Purchaser and Supplier consisting of the Purchase Order, these General Terms and Conditions (as defined below) and any other relevant documents (or parts thereof) (“**Other Relevant Contracts**”) executed by the Parties in writing.
- 1.6. 「本一般條款」指本《購買貨物和/或服務的一般條款》。
“General Terms and Conditions” shall mean these General Terms and Conditions of Purchase of Goods and/or Services.

2. 陳述和保證

REPRESENTATIONS AND WARRANTIES

供應商在此向買方陳述並保證如下：

The Supplier hereby represents and warrants to the Purchaser that:

- a) 其是一家根據其註冊地法律合法成立並有效存續的公司；
it is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;
- b) 其是一個獨立的法人實體，能夠提起訴訟、被訴並可與其他任何方建立有約束力的合約關係；
it is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;
- c) 其已完成或取得簽署和履行本合約所有必要的和適用的公司內部授權程式、政府許可和批准或第三方同意；
it has taken all corporate actions and has obtained all government consents and approvals or third party consents, to the extent applicable, for its execution and performance of this Contract;

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- d) 其簽署和履行本合約不違反任何適用的法律、其組織文件或其作為合約一方或受其約束的任何合約；
its execution and performance of this Contract does not and will not violate any applicable laws, its organizational document, or any agreement to which it is a party or is binding by;
- e) 本一般條款構成對其合法、有效和約束力的義務，並可根據本一般條款的條款和條件對其強制執行；以及
these General Terms and Conditions constitute its legal, valid and binding obligations, and is enforceable against it in accordance with the terms and conditions hereunder; and
- f) 就貨物而言，供應商承諾其是其所提供的貨物的唯一合法所有人並擁有處分該等物品的權利。該等貨物和物品上不存在抵押、質押或任何其他權利負擔；亦不涉及任何爭議、仲裁、訴訟或行政程序。
for purchase of Goods, it is the sole legal owner of the Goods provided by it and have the full disposition right to such Goods; and the Goods is free of any mortgage, pledge or any other encumbrance; and is free of any dispute, arbitration, litigation or administrative procedure.
- g) 根據買方要求，供應商應將諸如營業執照、稅務登記證以及必要證件在內的所有相關法律證件的影本提供給買方。
Supplier shall handover copies of all relevant legal documents to Purchaser including but not limited to business license, tax registration and necessary certificates, if requested by Purchaser.

3. 採購訂單，條款和條件的接受

PURCHASE ORDERS, ACCEPTANCE OF TERMS AND CONDITIONS

- 3.1. 通過接受採購訂單和/或進行其項下的履行，供應商同意完全遵守本一般條款的內容。除非經買方書面同意，否則供應商提議的與本一般條款不一致或在此之外的任何條款和條件均無效。
By accepting the Purchase Order, and/or performing hereunder, the Supplier agrees to fully comply with these General Terms and Conditions. Any terms and conditions proposed by Supplier which are inconsistent with or in addition to these General Terms and Conditions are void unless otherwise agreed to in writing by Purchaser.
- 3.2. 買方接受本合約項下的貨物和/或服務不構成對供應商的條款和條件（如有）的接受或同意。非經買方事先書面同意，供應商在任何時間對本一般條款的任何條款提出的任何保留均無效。
Acceptance by Purchaser of the Goods and/or Services delivered under this Contract shall not constitute the acceptance or agreement to Supplier's terms and conditions, if any. Without the prior written consent of the Purchaser, any reservation to any provision provided herein proposed by the Supplier at any time is void.

4. 交付日期和交付地點

DELIVERY DATE AND PLACE

- 4.1. 供應商認同在履行本合約中，按時間履行是合約的最基本要件；供應商應嚴格按照本合約中規定的時間或時間表交付貨物和/或提供服務。
Supplier acknowledges that time is of the essence in the performance of this Contract, and Supplier shall deliver the Goods and/or Services in strict adherence to the delivery date or schedules set forth in this Contract.
- 4.2. 供應商同意在可行的最短時間內就採購訂單交付時間的延遲及其原因通知買方。
Supplier agrees to advise Purchaser, as soon as practicable, of any delay in meeting the delivery schedules and the reason therefore.

- 4.3. 若供應商未能於交付日期交付貨物和/或提供服務（不可抗力引起的延遲除外），供應商將負責賠償買方因該等延遲而遭受的損失；並且在該等情況下，買方可以自行決定接受修改的交付時間表，或者因供應商的該等違約取消採購訂單。供應商同意在延遲交付貨物和/或服務的情況下，每延遲一周（不足一周的以一周計算），向買方交納延遲貨物價值和/或服務的服務費總額（視情形而定）的百分之一（1%）的違約金，直至全部貨物和/或服務交付或提供完畢。

If Supplier fails to deliver the Goods and/or Services on the delivery dates (force majeure delays excluded), Supplier will be liable for any damages caused to Purchaser as a result of such delay; and in that event, Purchaser may, in its sole discretion, either accept a revised delivery schedule, or cancel the Purchase Order for default. Supplier agrees to pay to Purchaser liquidated damages in the amount of one percent (1%) of the delayed Goods' value and/or the total service fees payable for the Services, as the case may be, per week (delay term less than one week shall be deemed as one week) in the event of late delivery of Goods and/or Services until the Goods and/or Services are delivered or provided in its entirety.

- 4.4. 在任何情況下，買方接受沒有嚴格遵守交付時間表的延遲交貨不構成買方對其根據本一般條款、本合約和適用的中華民國法律法規所應享有的任何權利（包括但不限於要求供應商支付違約金的權利）的放棄。

Acceptance of late deliveries not in strict conformance with the delivery schedules shall in no event constitute a waiver of any rights and remedies available to the Purchaser under these General Terms and Conditions, this Contract and applicable laws and regulations of the Republic of China ("R.O.C.") (including but not limited to the rights of claiming for liquidated damages) thereof by Purchaser.

- 4.5. 在買方取消了採購訂單並自第三方購買替代貨品和/或接受第三方提供服務的情形下，供應商應承擔因此導致的合理的額外費用，包括價格差異（如有）。

In case the Purchase Order is rescinded by Purchaser who then purchases substitute products and/or services from a third party, Supplier shall bear the reasonable additional costs including the price difference (if any).

- 4.6. 所有貨物和/或服務必須在採購訂單中確定的交付地點交付。如果錯誤地交付貨物，供應商除應承擔本合約項下其應承擔的其他義務和責任外，還應承擔將貨物交付至正確地點所產生的額外費用。

All Goods and/or Services shall be delivered at the place specified in the Purchase Order. If the Goods are not delivered to the provided place, the Supplier shall be responsible for the additional cost of delivering the Goods to the right place in addition to other obligations and liabilities under this Contract.

5. 品質 QUALITY

- 5.1. 供應商提供的所有貨物應符合採購訂單中所述的標準和規格；提供的服務應符合採購訂單中所列明的服務的要求和標準。提供的貨物和/或服務亦應符合中華民國國家和/或行業標準（如果存在該等標準）。

All Goods supplied shall conform to the standards and specifications described in the Purchase Order, and all Services supplied shall conform to the requirements and standards of the Services described in the Purchase Order. The Goods and/or Services supplied shall also meet the national and/or industry standards of the R.O.C. if such standards exist.

- 5.2. 買方可以不時在其發出的採購訂單中就貨物的標準和規格和/或服務的要求和標準提出偏離；如果該等偏離經供應商確認，則對雙方均有約束力。

Purchaser may request deviations from the "standards and specifications" of Goods, and/or "requirements, and standards" of Services described in the Purchase Order from time to time; and if such deviations are confirmed by Supplier, the deviations shall be binding on both Parties.

- 5.3. 若供應商提供的貨物和/或服務不符合上述標準和/或雙方確認的偏離，買方可部分或全部拒絕接收；同時，買方將保留就因該等未能達到合約標準和規格的貨物和/或服務而導致的額外費用和損失向供應商求償的權利。
- If the Goods and/or Services fail to reach the above standards and/or the confirmed deviations, Purchaser has the right to reject all or part of such substandard Goods and/or Services; meanwhile, Purchaser shall reserve the rights to claim against Supplier for additional costs and damages caused by such Goods and/or Services not meeting contractual standard and specification.

6. 購買貨物的具體條款條件

SPECIFIC TERMS AND CONDITIONS FOR PURCHASE OF GOODS

6.1. 包裝和運輸

Package and transportation

- a) 除非雙方另有其他規定，否則運輸費用由供應商承擔。如果雙方約定由買方承擔運輸費用，供應商應預付該費用並且就此向買方提供單獨的發票。
- Unless otherwise mutually agreed by the Parties, transportation costs shall be borne by the Supplier. In case the Purchaser shall bear the transportation costs, the costs shall be prepaid and separately invoiced to Purchaser by the Supplier.
- b) 雙方約定由買方承擔運輸費用的情況下，除非買方明確要求以某種運輸方式運輸，否則供應商應以最經濟且安全的方式組織運輸；並且，非經買方事先書面授權，供應商不應以買方的費用購買保險或附加額外的運輸費用。
- If the Parties mutually agree that the transportation costs shall be borne by the Purchaser, except that the Purchaser explicitly require certain transportation mode, the Supplier should arrange the transportation in the most economic and safe mode; no insurance fee or additional transportation cost shall be spent at the Purchaser's cost unless otherwise authorized by the Purchaser in writing.
- c) 雙方約定由買方承擔運輸費用的情況下，未遵循買方的明確要求或 6.1(b)條的要求而引發的額外費用應由供應商承擔。若買方合理預計以最經濟且安全的運輸方式供應商無法按時將貨物交付買方，且該等不能按時交付並非因買方過錯導致，則買方可要求供應商以可用的最快方式發運，因此產生的額外運輸費用由供應商承擔。
- Under the circumstance that the Parties mutually agree that the transportation costs shall be borne by the Purchaser, the cost caused by the Supplier's failure to comply with the explicit requirement of the Purchaser or the requirements in 6.1(b) shall be borne by the Supplier. If the Purchaser reasonably believe that the delivery of Goods will be delayed if the Goods are transported in the most economic and safe mode, and such delay is not due to the Purchaser's fault, then the Purchaser is entitled to require shipment in the fastest means available and the additional cost so incurred shall be borne by the Supplier.
- d) 供應商應負責根據適用的法律和良好的商業慣例，將貨物妥善打包並放置於適當的集裝箱中，以在運輸中保護貨物。除非另行達成書面協定，否則供應商不得因裝箱和包裝向買方收取額外費用。供應商應在每件包裝上標注相應的採購訂單號。供應商應準備一份逐項記載的裝箱單，載明採購訂單號、對物品的描述、部件號及每件包裝發運的數量；供應商應在運輸的集裝箱內放置一份裝箱單副本，並在提供發票時也提供一份裝箱單副本。每次發運必須附有與內容相符的發貨單、裝箱單、品質合格證以及訂單要求的其他文件。發貨單和裝箱單應載明完整的訂單參考號，同時供應商應在發運時立即通知買方並將上述資訊提供給買方。

Supplier shall be responsible for properly packing and packaging the Goods in suitable containers for protection during shipment in accordance with applicable law and good commercial practice. No additional charges for packing and packaging will be allowed unless specifically agreed in writing. Supplier shall label each package with the corresponding Purchase Order number. Supplier shall prepare an itemized packing list bearing the Purchase Order number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany Supplier's invoice. Each shipment shall contain the dispatch notes, packing slips, quality certificate and other documents required by the Purchase Order. The dispatch notes and the packing slips shall indicate the complete order reference and Supplier shall immediately advise Purchaser of shipment indicating the same data.

6.2. 所有權和風險轉移

Passing of Property and Risk to Purchaser

- a) 在採購訂單中確定的地點交付並向買方轉移占有之時，貨物的所有權和風險轉移給買方；此前，供應商保留貨物的所有權並承擔風險。

The title and risk in the Goods shall remain in Supplier until they are delivered at the place specified in the Purchase Order and transferred to Purchaser's possession, at which time title and risk of the Goods shall be transferred to Purchaser.

- b) 在提供安裝、裝配的情況下，所有權和風險在成功完成驗收測試並由買方簽發確認函時轉移給買方。

The title and risk attaching to any supplies including installation or erection shall be transferred to the Purchaser at the time they are successfully tested and confirmation notice is issued by Purchaser.

7. 付款

PAYMENT

- 7.1. 購買貨物和/或服務的付款條款與條件應適用採購訂單的詳細規定。買方將在收到供應商開具的正確有效的發票後通過銀行匯款方式付款，但付款的前提是貨物已經被全部、正確的交付和/或服務已經被完全適當履行並且買方已經接受貨物和/或服務。除非在採購訂單中另有規定，否則買方的標準付款期限為收到發票後的 60 天內。

Payment of the purchase price and/or the service fees shall be made in accordance with the Purchase Order. Payment shall be made through bank remittance after the Purchaser has received the correct and valid invoice issued by the Supplier, provided that the Goods have been correctly delivered and/or the Services have been properly performed in their entirety and the Purchaser has accepted them. Unless otherwise stated in the Purchase Order, the standard payment time is within 60 days after the Purchaser's receipt of invoice.

- 7.2. 除非在採購訂單另有規定，否則供應商確認的價格和/或服務費為不含（所有相關）稅價格，並且買方無須支付或者返還該稅給供應商。

Unless otherwise stated in the Purchase Order, the purchase price and/or service fee confirmed by Supplier shall be exclusive of any possible taxes and the Purchaser shall have no obligation to pay or reimburse the Supplier for such taxes.

- 7.3. 供應商應及時向買方開具發票，買方不接受除供應商以外的第三方就買方為本合約下的付款出具的任何發票。

The Supplier shall invoice the Purchaser in time. Purchaser will not accept the invoices issued by any third party other than Supplier for payment under this Contract.

- 7.4. 除非雙方事先協商一致，否則無需支付定金。應買方要求，供應商應向買方提供由買方可接受的一家銀行提供的銀行擔保。

Down payments shall be made only if it is prior agreed to by the Parties. Upon request of Purchaser, Supplier shall provide a bank guarantee from an accepted Chinese bank to Purchaser.

- 7.5. 買方的任何付款並不代表買方認為供應商的貨物和/或服務達到合約要求，也不妨礙買方要求供應商退換貨物，重新提供服務或進行維修的權利。

No payment by the Purchaser shall imply the Purchaser's acceptance of any Goods or Services as meeting the contractual requirements, or shall preclude the Purchaser's right to require the return or replacement of Goods and the re-provision of Services or the maintenance.

8. 變更

CHANGES

除非經買方書面指示，供應商不得修改或改變貨物和/或服務。除買方根據本一般條款的規定可以進行的其他變更外，買方還有權在本合約期限內的任何時間通過書面通知指示供應商在下列方面進行變更(a)本合約包含的規格、圖紙和資料；(b)貨物運輸或包裝的方法；(c)貨物交付地點/服務提供地點；以及(d)貨物交付時間/服務提供時間。該等通知到達供應商時即生效，對雙方均有約束力。如果任何該等變更引起成本或履行本合約所需時間的增加或減少，雙方應對採購價格或交付時間或二者進行公平的調整。如果在供應商收到買方要求進行變更的通知後十（10）個工作日內（或雙方可以同意的其他時間內）雙方不能就該等價格或時間的調整達成協議，買方可以通過提前五（5）個工作日向供應商發出事先通知解除本合約。

Supplier shall not alter or vary the Goods and/or the Services, except as directed in writing by Purchaser. In addition to other changes the Purchaser may require according to this Contract, the Purchaser shall also have the right at any time during the term of this Contract, by notice in writing, to direct Supplier to make changes in the following:

- (a) specifications, drawings, data incorporated in this Contract;
- (b) methods of shipment or packing for the Goods;
- (c) place of delivery; and
- (d) time of delivery.

Such change will become effective upon the receipt by the Supplier and is binding on the Parties. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment shall be made in the purchase price or delivery schedule, or both. If the parties cannot agree to such price or time adjustment within ten (10) business days (or such other time as may be then agreeable to by both parties), of Supplier's receipt of Purchaser's request for a change, Purchaser may terminate this Contract upon five (5) business days prior notice to Supplier.

9. 交付

DELIVERY

- 9.1. 在貨物和/或服務交付之時，雙方應共同進行檢驗，以確定貨物和/或服務符合約定的貨物的標準和規格，和/或服務的要求和標準。共同檢驗的通過僅表明買方可以接受貨物和/或服務，並不免除供應商應承擔的品質保證責任和保修義務，亦不會妨礙買方根據本一般條款、本合約和適用的中華民國法律法規應享有的權利。
Upon delivery of the Goods and/or Services, the Parties shall conduct a joint inspection in order to make sure they are up to the agreed “standards and specifications” of Goods and/or “requirements and standards” of Services. However, successful passage of the joint specification only indicates the Purchaser’s acceptance of the Goods and/or Services, it shall neither exempt Supplier from the quality assurance and warranty obligation nor preclude the Purchaser’s rights under these General Terms and Conditions and applicable R.O.C. laws and regulations.
- 9.2. 不得部分交付，除非買方書面同意該等部分交付是合理的。
No partial delivery is permitted unless the Purchaser agrees that such partial delivery is reasonable.

10. 品質擔保和保修

QUALITY ASSURANCE AND WARRANTY

- 10.1. 供應商擔保，所有本合約下提供的貨物應當：(a)符合買方的圖紙、規格或者其他要求；(b)材料、設計和工藝良好，沒有缺陷；(c)是新的（未使用或翻新），適銷的並適用於擬用於的用途；所有本合約下提供的服務應當完全符合本合約採購訂單中的要求和標準。此品質擔保應當在檢查、接受和付款後繼續有效。
Supplier warrants all Goods furnished under this Contract shall (1) conform to Purchaser’s drawings, specifications or other descriptions; (2) be of good material, design and workmanship and free of defects; (3) be new (not used or reconditioned), merchantable and suitable for the purpose intended; and all Service furnished shall be fully in compliance with the Purchase Order of this Contract. These assurance and warranties shall survive inspection, acceptance, and payment.
- 10.2. 在不影響買方可以向供應商主張的任何其他權利的情況下，如果貨物和/或服務不符合本合約（包括採購訂單）的條款和條件或上述品質擔保，買方有權在供應商交付或完成後的合理時間內：
Without prejudice to the Purchaser’s other rights against the Supplier, if the Goods or Services do not conform to the terms and conditions of this Contract (including the Purchase Order) or the above quality assurance, the Purchaser is entitled to, within reasonable period after the delivery of the Goods or Services,
- (a) 在供應商交付或完成後的十八（18）個月內，對於貨物：(i)將貨物退回給供應商並且取消採購訂單，供應商退還貨款；(ii)要求供應商更換貨物；(iii)要求供應商修理；對於服務：(x)要求供應商退還服務費；(y)要求供應商重新提供服務；(z)要求供應商對該等不符合要求的服務進行修正，費用由供應商承擔。
at the Supplier’s cost, at any time within eighteen (18) months after delivery to Purchaser or the completion of the Service, as to the Goods: (i) reject and return the Goods to Supplier and cancel the Purchase Order, and claim for the return of the purchase price, (ii) require the Supplier to replace the Goods, or (iii) require the Supplier to repair the Goods; as to the Services, (x) require the Supplier to return the service fee; (y) require the Supplier to re-provide the Services; or (z) require the Supplier to cure such defect;
- (b) 如果買方要求更換、修理貨物，或者重新提供服務、進行修正，而供應商未能在合理時間內完成買方要求的工作並達到買方的合理滿意，買方可以自行決定：(i)自行或聘請第三方替換、修理不符的貨物和/或提供服務、進行修正，由供應商承擔費用；(ii)要求降低採購價格或服務費；或者(iii)終止合約，要求供應商退還貨款或服務費並不承擔任何責任。
If the Purchaser requires to replace, repair the Goods or require to re-provide Services or to cure the relevant defect, while the Supplier fails to finish the work required by the Purchaser to the reasonable satisfaction of the Purchaser,

then the Purchaser may decide at its sole discretion to (i) at the Supplier's cost, replace, repair the defective Goods and/or provide the Services or cure the defect by itself or a third party engaged by the Purchaser; (ii) demand a reduction in the purchase price or the service fee; or (iii) terminate this Contract, require the Supplier to return the purchase price or service fee without assuming any liability;

- (c) 為避免歧義，買方行使上述(a)、(b)項規定的權利，以及供應商及時完成買方要求的工作並達到買方的合理滿意，均不會影響買方要求供應商承擔因其未適當履行本合約（包括每一採購訂單）而應承擔的違約責任（包括但不限於要求其支付違約金）。

To avoid ambiguity, the Purchaser's execution of the rights provided in Section 10.2(a) and 10.2(b) and the Supplier's timely completion of the required work to the reasonable satisfaction of the Purchaser shall not preclude the Purchaser from requiring the Supplier to undertake the liabilities (including but not limited the liquidated damages) for its failure to properly perform its obligations under this Contract (including every Purchase Order).

- (d) 修理和替換以及重新提供服務或修正（視情形而定）本身應當在修理、替換、重新提供或修正後，自交付、重新安裝或者通過測試（如果有的話），（視情形而定，最終以適用的為準）起十八（18）個月內受上述義務的約束。

Repairs and replacements or re-provision of Services and rectification (as the case may be) shall themselves be subject to the foregoing obligations for a period of eighteen (18) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair, replacement, re-provision or rectification (as the case may be).

- 10.3. 如果立即維修有利於為買方的利益避免違約或者在其他緊急的情形下，買方有權在供應商承擔維修費用的前提下，自行維修或請他方維修。缺陷或瑕疵貨物的退回應由供應商承擔費用和風險。

Purchaser shall be entitled to carry out repairs or cause them to be carried out by a third party at Supplier's expense if immediate repairs are in Purchaser's interest to avoid defaulting or because of any other urgency. Defective items shall be returned at Supplier's expense and risk.

- 10.4. 供應商將保證買方免于遭受因貨物和/或服務瑕疵而直接或間接引起任何損害、損失、責任、費用和支出（包括合理的律師費支出），為其辯護並使其免受損害。

The Supplier shall indemnify, defend and hold the Purchaser harmless from any damage, loss, liability, cost and expenses (including reasonable attorney fee) caused directly or indirectly by the defective Goods and/or Services.

- 10.5. 上述品質擔保是對法律中明示或默示規定的所有其他擔保以及供應商向買方作出的額外範圍擔保的補充。不論上述規定還是本一般條款的任何規定均不應限制或損害買方享有的任何法定權利或其他權利。

The foregoing quality assurance and warranties are in addition to all other quality assurance and warranties expressed or implied by law, or any warranties of additional scope given to Purchaser by Supplier. Neither the foregoing nor anything contained in these General Terms and Conditions shall limit or impair any statutory or any other rights the Purchaser may have.

11. 最優惠客戶待遇

MOST FAVORABLE CUSTOMER

供應商提供給買方的所有價格、品質擔保、保修和優惠應與供應商向任何現有客戶提供的相應價格、品質擔保和優惠相當或更優。若供應商在本合約期限內與任何其他客戶達成提供更多優惠或更優惠的條件的安排，則該等優惠或優惠條件自動適用於本合約，除非買方提出異議。

All of the prices, quality assurance, warranties and benefits provided by Supplier are comparable or better than the equivalent terms being offered by Supplier to any present customer. If Supplier shall, during the term of this Contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, then such benefits or more favorable terms will automatically apply to this Contract unless the Purchaser objects.

12. 買方的財產和資訊

PURCHASER'S PROPERTY AND INFORMATION

為履行採購訂單而由買方提供給供應商的買方和其客戶的財產和資訊，例如圖紙、規格、資料和類似財產，應當仍然是買方的財產。供應商所作的或者為生產或提供貨物和/或服務而從其他方購買並向買方收費的任何設計、圖紙、模具、模型、工具、技術資料/資訊、材料、設備等應當自製造或者採購之日立即成為買方的財產且應被視為買方提供的財產。如果可行，所有該等買方財產應當被標記為買方財產、由供應商受託持有並承擔風險；供應商僅為履行採購訂單的目的使用該等財產或資訊，不得複製或披露給他人。在採購訂單履行完畢後，所有買方提供的財產應當以接受時同樣的狀況返還買方，允許合理的磨損；但是該財產已經整合入已交付貨物和/或服務中或者在履行採購訂單中被消耗掉的除外。

Purchaser's and its customer's property and information, such as drawings, specifications, data and the like, furnished to Supplier for performance of the Purchase Orders shall remain the property of Purchaser. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Supplier makes or buys from others for producing or providing the Goods and/or Services and charged to Purchaser's account shall become Purchaser's property immediately upon manufacture or procurement and shall be deemed as the Purchaser furnished property. When practical, all such Purchaser property shall be marked as property of Purchaser, shall be held by Supplier on consignment at Supplier's risk, and shall be used exclusively to perform the Purchase Orders, and shall not be duplicated or disclosed to others. Upon full performance of the Purchase Orders, all Purchaser furnished property shall be returned to Purchaser in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Goods and/or Services delivered or consumed in the performance of the Purchase Orders.

13. 知識產權

INTELLECTUAL PROPERTY RIGHTS

- 13.1. 所有工作產品，包括但不限於由服務中產生的或與服務相關的供應商製造、構思或開發的設計、美術品、軟體、手冊、指南、產品、程式、繪圖、記錄、文件、資訊、材料、發現和發明（合稱「**工作產品**」），均應屬於買方的財產。供應商在此通過簽署本一般條款，無條件地並不可撤銷地將該工作產品所有的權利、所有權和利益轉移、轉讓給買方。

All work products, including, without limitation, designs, artwork, software, brochures, manuals, products, procedures, drawings, notes, documents, information, materials, discoveries and inventions (collectively, the "**Work Products**") made, conceived or developed by Supplier which result from or relate to the Services, shall be the sole property of Purchaser. Supplier hereby unconditionally and irrevocably transfers and assigns to Purchaser all right, title and interest in or to any Work Product by signing these General Terms and Conditions.

- 13.2. 供應商保證其所提供的貨物和/或服務和/或工作產品不侵犯或不構成對任何第三方的知識產權的侵犯或不當使用。如果任何第三方對貨物和/或服務和/或工作產品的權利或利益提出主張，或聲稱貨物和/或服務和/或工

作產品侵犯或不正當使用其知識產權而起訴買方，供應商應當就上述主張和訴訟對買方的任何及所有開支、費用和損失進行賠償、為買方辯護並保證買方不受損害。

Supplier undertakes that the Goods and/or Services and the Work Products do not infringe, or constitute an infringement or misappropriation of, any third party's intellectual property rights. If any third party claims any right or interest in any Goods and/or Services or Work Products or brings any action against Purchaser on alleged infringement or misappropriation of third party intellectual property rights by the Goods and/or Services or the Work Products, Supplier shall fully indemnify, defend and hold Purchaser harmless against any and all such claims, actions, costs, expenses and damages which the Purchaser may incur or become liable for such infringement.

- 13.3. 供應商沒有被許可或授權使用買方的商標、商號和標誌（合稱「**標識**」），但該等標識構成與供應商提供的服務相關的工作產品不可分割的一部分的情形除外。如供應商需獲得任何標識的全面並正式的許可，應當通過雙方另行簽訂的許可協議進行。

Supplier is not licensed or otherwise authorized to use the trademarks, trade names and logos (collectively the "**Marks**") of Purchaser, except where such Marks constitute an inseparable part of any Work Products in connection with the Services to be delivered by Supplier hereunder. The full and formal license of use of any Mark by Supplier, if any, shall be subject to separate license agreements to be entered into by and between the Parties.

- 13.4. 買方應當及時書面通知供應商任何向買方提出的索賠和已經採取或威脅採取的法律行動，並將允許供應商自負費用進行任何因此發生的訴訟以及為和解索賠而進行的所有協商。此外，應買方合理要求，供應商應向買方提供所有必要的協助，以幫助買方保護其對貨物、服務、工作產品以及工作產品中使用的標識享有的權利和利益以及就上述權利或利益進行辯護。

Purchaser shall give to Supplier prompt notice in writing of any claim being made or action threatened or brought against Purchaser and will permit Supplier, at Supplier's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. At Purchaser's reasonable request, Supplier shall provide all necessary assistance to Purchaser in Purchaser's efforts to defend and protect its rights and interest in the Goods, Services, the Work Products or the Marks used in the Work Products.

14. 保密和資料保護

CONFIDENTIALITY AND DATA PROTECTION

- 14.1. 雙方承認，為促進並配合雙方已達成的合約的履行，買方或其關聯機構（合稱「**披露方**」）可能向供應商披露為披露方所有且對披露方有價值的、形式各樣的專有的和機密的資訊或商業秘密。為本合約之目的，此等資訊或商業秘密（包括所有在本合約簽署之日前提供的該等訊息，合稱「**保密資訊**」）可包括但不限於下述：有關披露方或為披露方所掌握並負有保密義務的第三方的過去、現在或將來的研究、開發或經營計畫、財務資訊、顧客、賣主、業務合作方或涉及雇員的資訊、知識產權、經營活動或制度有關的資訊（包括但不限於以有形或無形形式表現的研究或報告、軟體、備忘錄、草圖、圖樣、設計、資料、專有技術及其它資訊），而不論其載體為何種形式。上述所有資訊不管其在被披露時或被披露後是否被標明為是秘密的，亦不論是以書面（不管以何種格式）或口頭形式做出，連同其任何備份、影本或摘要（不管以何種形式存在及由何人以何種形式製作或編輯），均應視為保密資訊。此外，供應商應當將其知道的因其與買方之間的商業往來而產生的一切私人所有的技術、商業和組織訊息為保密訊息，並且不得在本協議期間或之後利用這些訊息或者將這些訊息提供給第三方。

The Parties recognize that, in furtherance of or incidental to this Contracts, Purchaser or its affiliates (collectively, the "**Disclosing Group**") may disclose to Supplier various forms of proprietary and confidential information or trade

secrets which pertain to or are valuable to the Disclosing Group. For purposes of this Contract, such information or trade secrets (including any such information provided prior to the date of this Contract, collectively, “**Confidential Information**”) may include but shall not be limited to the following: information, regardless of the form in which it is transmitted, relating to past, present or future research, development or business plans, financial information, customer, vendor, business partner or employee-related information, intellectual property, operations or systems (including, without limitation, studies or reports, software, memoranda, drafts, drawings, designs, data, know-how and other information in either tangible or intangible form) of the Disclosing Group or a third party whose information is in the Disclosing Group’s possession under an obligation of confidentiality. All the information indicated above shall be deemed as Confidential Information, regardless whether or not it is identified or marked as confidential at or after the time of disclosure and whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled. In addition, Supplier shall treat all private technical, commercial and organizational information of which it becomes aware as a result of its business relationship with Purchaser as confidential, and shall not exploit it or make it available to third parties either during the period of this Agreement or thereafter.

- 14.2. 所有保密資訊應繼續為披露該資訊的披露方所有。供應商僅應在為履行本協議義務的目的而使用在同買方合作的過程中已經獲得或將會獲得的訊息與材料，不得為向買方交付貨物和/或提供服務以外的目的使用任何保密資訊；且供應商應對該等保密資訊保密並採取所有合理的預防措施來防止未經授權向第三方或為本合約之目的無需直接接觸該等保密資訊的雇員披露該等資訊。上述條款同樣適用於由本協議或其他訂單引起的相關結果、數據與知識。

All Confidential Information shall remain the property of the member of the Disclosing Group that provided it.

Supplier shall only use the information and materials which have been or will be made available to it in the course of the collaboration with Purchaser for the purpose of carrying out the duties assigned to it. Supplier shall not use any Confidential Information of the Disclosing Group for any purpose other than providing Goods and/or Services to Purchaser, and shall hold such Confidential Information in confidence and take all reasonable precautions to prevent its unauthorized disclosure to third parties, or to its employees not having a direct need for access for purposes of those discussions. The same shall apply in the case of results, data and knowledge arising in connection with this Agreement or any of the Purchase Order.

- 14.3. 供應商承諾將使用可獲得的最新技術來採取一切可能措施，立即及有效地保護買方提供的所有訊息和數據不被未獲授權的第三方獲取，特別是保證上述訊息和數據不被盜用、丟失、操縱、損壞或任何複製。

Using the latest available technology, Supplier undertakes to do everything possible to immediately and effectively protect all information and data received from Purchaser against access by unauthorized third parties, and in particular to secure it against misappropriation, loss, manipulation, damage or any duplication.

- 14.4. 如果供應商有理由懷疑未獲得授權的第三方獲得了訊息和數據，供應商應當立即通知買方，並在同買方協商之後採取所有必要的措施來搜集事證，在必要的情況下阻止第三方在將來再次獲取上述訊息。

If Supplier has reason to suspect that unauthorized third parties have obtained knowledge of the information and data, it must inform Purchaser immediately and, in consultation with Purchaser, take all measures necessary to establish the facts and, if necessary, prevent future third-party access.

- 14.5. 如果供應商在其資料處理系統中存儲、加工或處理上述訊息與數據，供應商應當保證未獲得授權的第三方不能接觸或使用這些數據。

If Supplier stores, works on or processes the information and data in its data processing systems, Supplier shall ensure that unauthorized third parties cannot access this data.

- 14.6. 供應商在履行其保密義務時須盡善良管理人的注意義務，此處注意義務的標準不得低於其對待自己保密訊息時所採用的標準。此外，供應商承擔著遵守可能更新的數據保護條款的義務，並將遵守上述條款。

Supplier shall exercise the due care of a prudent administrator in respect of its confidentiality obligation, whereby the standard of care shall not fall below that which it would apply when dealing with its own confidential information. Supplier is under a duty to comply with all data protection provisions as amended from time to time, and will observe these.

- 14.7. 供應商僅可向為履行本合約目的需要接觸保密訊息的雇員、分包商、代理或專業顧問披露保密訊息，並應確保他們遵守相同的保密義務。供應商必須向其所有的工作人員說明相關的訊息保護條款並讓其工作人員承擔同等保密義務。在買方請求的情況下，供應商應當提供上述聲明或供買方或其資料保護人員查看。

Supplier may disclose the Confidential Information only to its respective employees, subcontractors, agents or professional consultants who need to have access to such information for the purposes of this Contract and shall cause them to observe the same confidentiality obligations hereunder. Supplier must instruct all of its staffs about the relevant data protection provisions and place them under a duty of confidentiality in this respect. Such declarations must be presented to Purchaser or its data protection officer on request.

- 14.8. 在本一般條款終止或期滿時，應買方要求，供應商應向買方交還或銷毀任何載有保密訊息的文件、訊息或軟體，或從任何有關記憶裝置中刪除該等保密訊息，並應停止繼續使用該等保密訊息。在買方的請求之下，供應商應當證明所有的資料均被銷毀或返還，並應當出具書面證明資料已被銷毀或返還。

Upon termination or expiration of these General Terms and Conditions, Supplier shall, at the request of Purchaser, return or destroy any documents, information or software containing any of such Confidential Information, delete any such Confidential Information from any memory devices, and shall cease to use such Confidential Information. At the request of Purchaser, Supplier shall demonstrate that all materials have been destroyed or returned and shall confirm in writing that this has been done.

- 14.9. 本保密條款不適用於下述資訊：

This confidentiality clause shall not apply to the information which:

- (a) 在披露時已為公眾所知悉；

has already become known to the public prior or at the time of the disclosure;

- (b) 在披露後非因供應商的過錯為公眾所知；

becomes available or known to the public after the disclosure not due to the fault of Supplier;

- (c) 被證明為供應商在披露之前從不負有保密義務的第三方適當地獲取；

is proved to be properly obtained by Supplier before the disclosure from a third party which is not subject to a duty of confidentiality with respect to such information; or

- (d) 為法律、法院命令、證券交易所或任何政府機關或監管機構要求披露，但在此情況下，供應商應向買方提供該等披露的草稿，並應買方合理要求，在法律許可的範圍內做出必要的修改。

is required to be disclosed by law, pursuant to a court order, by any securities exchange or by any governmental or regulatory body, provided, that Supplier shall provide a draft of such disclosure to Purchaser and incorporate any modification reasonably requested by Purchaser to the extent permitted by law.

- 14.10. 根據買方的要求，供應商應與買方簽訂一份額外的保密合約。

Upon request of Purchaser, Supplier shall sign an additional Confidentiality Agreement with Purchaser.

- 14.11. 買方向供應商披露的、與本一般條款相關的任何個人資訊資料（「**個人資料**」），供應商應按照適用的隱私法律以及買方的進一步指示對待、存儲、處理、轉移和修改該等個人資料。供應商明瞭於履行本合約時可能因此知悉或接觸到買方客戶或他人之個人資料，供應商保證及確保供應商及其人員不使用或利用因履行本合約而知悉或取得之個人資料，供應商僅為履行與台灣戴姆勒亞洲商車股份有限公司合約之特定目的，遵循個人資料保護法及相關法令規範而為個人資料之蒐集、處理或利用，並應遵照買方相關資料安全政策。供應商並應就違反個人資料保護法及本合約與買方相關資料安全政策而造成買方及其關係企業、授權經銷商或客戶之損害時負擔相關法律責任。

To the extent the Purchaser discloses to the Supplier in connection with this General Terms and Conditions any data related to individual persons ("Personal Data"), the Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by the Purchaser. Supplier understands that Supplier may aware or access personal information of Purchaser's customer or others when performing this Agreement. Supplier warrants and assures that Supplier and its personnel shall not use or utilize personal information accessed or obtained during the performance of this Agreement. Supplier shall only collect, process or utilize personal information for the specific purpose of performing this Agreement and shall comply with the Personal Information Protection Act and related laws and regulations, as well as Purchaser's related data security policies. Supplier shall take legal responsibilities for the damages incurred to Purchaser and its affiliates, authorized dealers or customers for Supplier's breach of Personal Information Protection Act, this Agreement and related Purchaser's data security policies.

15. 違約和賠償

DEFAULT AND INDEMNITY

- 15.1. 除本合約另有規定外，本合約任何一方未履行本合約項下的義務，另一方可以向違約的一方發出書面通知，要求其履行義務或採取適當的補救措施以迅速有效地避免或減小損失或損害，並恢復履行本合約。除此之外，違約的一方還應賠償因其違約行為給守約方造成的所有直接損失和損害。

Except as otherwise provided herein, where one Party fails to perform its obligations hereunder, the other Party may by written notice to the defaulting Party to request the defaulting Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of this Contract. In addition, the defaulting Party shall indemnify the performing Party for all direct losses and damages incurred as a result of such default.

- 15.2. 如果雙方均違反本合約，則雙方應根據各自違約的嚴重程度確定應向對方支付的賠償數額。

If both Parties breach this Contract, they shall determine the compensation payable to each other based on the severity of their breach respectively.

16. 不可抗力

FORCE MAJEURE

- 16.1. 如果本合約任何一方因不可抗力事件（定義如下）的影響遲延履行或不能履行其在本合約項下的義務，則其可免於承擔由此產生的本合約項下的任何責任。為本合約之目的，「不可抗力事件」是指不能預見、超出受影響一方控制，且不能通過合理的謹慎操作而避免的任何事件，包括但不限於政府行為、火災、爆炸、地理變異、

洪水、地震、浪襲、雷擊、戰爭、疫情或其他任何不可預見、不可避免及不能克服的事件。然而，任何信用、資本或資金的不足或短缺將不屬於超出本合約一方合理控制之外的事件。

If performance of these General Terms and Conditions is delayed or prevented by an Force Majeure Event (as defined below), the Party affected by such Force Majeure Event shall be excused from any liability hereunder. For the purposes of these General Terms and Conditions, an “**Force Majeure Event**” shall mean any event that is unforeseeable, beyond the affected party's reasonable control, and cannot be prevented with reasonable care, which includes but is not limited to the acts of governments, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, epidemic or any other unforeseeable, unavoidable and insurmountable events. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control.

- 16.2. 受到不可抗力事件影響並主張免於承擔其在本合約或本合約任何條款項下的義務的一方，應於不可抗力事件發生之日起三（3）日內通知另一方不可抗力事件的發生情況，並採取所有必要的行動和措施以儘量減少和減輕相關損失和損害並在可行的前提下儘早恢復履行其在本合約項下的義務。

The Party affected by an Force Majeure Event who claims to be excused from its obligation to perform these General Terms and Conditions or any article herein shall notify the other Party within three (3) days after the occurrence of the Force Majeure Event and shall take all necessary actions to minimize and mitigate the losses and damages and resume its performance of this Contract as soon as practicable

- 16.3. 如果因任何不可抗力事件將延長履行合約義務的時間，則雙方經協商後應就履行合約的時間進行公平的調整。如果任何經確認的嚴重阻礙本合約的履行的不可抗力事件或其影響持續三十（30）日，則任何一方均有權以提前書面通知的形式終止本合約。

Should any Force Majeure Event cause an increase in the time required for performance of any part of this Contract, an equitable adjustment shall be made after the Parties consult with each other. And if any proved Force Majeure Event or its effect lasts for thirty (30) days which hinders the performance of this Contract, either Party may terminate this Contract by a prior written notice.

17. 適用法律的遵守

COMPLIANCE WITH APPLICABLE LAWS

- 17.1. 供應商自身並代表其關聯方，陳述、保證並承諾如下：

Supplier, for itself and on behalf of its Affiliated Persons, represents, warrants and covenants that:

- (a) 其已遵守並將繼續遵守所有的適用法律，且盡其所知，其並未採取並將不會採取或未能採取任何行動，這些作為或不作為可能導致其自身、買方或任何戴姆勒集團公司成員根據適用法律承擔責任；
it has complied, and will comply, with all of the Applicable Laws and has, to its best knowledge, not taken, and will not take or fail to take any action, which act or omission would subject itself or Purchaser or any Daimler Group Company to liability under the Applicable Laws;
- (b) 盡其所知，其自身或及任何關聯方均未已經直接或間接地向任何政府官員或為該等官員的利益提供、支付、給予或貸款，或者已經承諾支付、給予或貸款，或者將提供、支付、給予或貸款，或將承諾給予支付或貸款金錢或任何其他有價值物，以達到下述的賄賂目的：(i)影響該政府官員以其職務身份所作的任何行為或決定；(ii)誘使該等政府官員違反其法定職責作為或不作為；(iii)取得任何不當利益，或者(iv)誘使該等政府官員利用其對政府實體的影響力以影響或改變該政府實體的任何行為或決定，從而為使其自身或買方或任何戴姆勒集團公司成員獲取業務；

neither itself nor any of its Affiliated Persons has, to its best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or

any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to itself or Purchaser or any Daimler Group Company;

- (c) 如果供應商或其任何關聯方是或將會是一個政府實體或政府官員，且該政府實體或政府官員的職責包括向其供應商、買方、或任何戴姆勒集團公司獲取業務做出決定，或者對能夠為供應商、買方、或任何戴姆勒集團公司獲取業務的政府官員進行指導、指揮或控制，則供應商及各自的關聯方應確保利益衝突將會被排除。供應商應毫不遲延地以書面方式通知買方其採取的、防止利益衝突的措施。

In case Supplier or any of its Affiliated Persons are or will become a Government Entity or a Government Official whose official duties include decisions to direct business to itself, Purchaser, or any Daimler Group Company or to supervise, or otherwise control or direct the actions of Government Officials who are in a position to direct business to itself, Purchaser, or any Daimler Group Company, Supplier and the respective Affiliated Persons have to make sure that conflicts of interest will be excluded. Supplier shall inform Purchaser in writing without undue delay about the measures taken.

- 17.2. 供應商應協助並與買方全力合作以遵守適用法律。特別是，供應商應保存完整的帳目和紀錄，並且供應商應立即向戴姆勒報告任何與本協議相關的要求、做出或提供賄賂或不當的付款行為的情況。根據戴姆勒的要求，供應商應當向戴姆勒選任的負有保密義務的稽核員提供戴姆勒查核供應商遵守與本協議有關的適用法律情況的相關紀錄。如果上述稽核員發現供應商任何違反適用法律的行為，供應商同意稽核員將其違規的相關訊息揭露給戴姆勒，及以有管轄權的法院或政府機構的要求為限，揭露給第三方；

Supplier shall assist and cooperate fully with the efforts of Purchaser to comply with all Applicable Laws. In particular, Supplier shall keep accurate books and records and Supplier shall immediately notify Daimler of any information that bribes or other improper payments are being requested, made or offered in connection with this Agreement. Upon request of Daimler, Supplier shall make those records which are necessary for Daimler to verify Supplier's compliance with the Applicable Laws relating to this Agreement available to a sworn auditor who is obligated to observe secrecy and selected by Daimler. If such auditor notices any failure by Supplier to comply with the Applicable Laws supplier agrees that the auditor may disclose information relating to Supplier's failure to Daimler and, to the extent required by a legal demand by a competent court of law or government body, to third parties;

- 17.3. 在任何情況下，買方無義務根據本合約作為或不作為，前提是買方認為該作為或不作為將導致其自身或任何戴姆勒集團公司成員違反適用法律。在任何情況下，任何一方無需為其認為為遵守適用法律所必要的作為或不作為承擔責任。

In no event will Purchaser be obligated to Supplier under or in connection with this Contract to act or refrain from acting if Purchaser believes that such act or omission would cause it or any Daimler Group Company to be in violation of the Applicable Laws. In no event will either Party be liable to the other Party for any act or omission which it believes is necessary to comply with the Applicable Laws.

- 17.4. 如果供應商或其任何關聯方違反了本第 17 條的陳述、保證與承諾，該等陳述、保證與承諾均應視為重大的且在本合約有效期間內持續作出，另一方當事人除根據本合約得主張的其他權利外，

If Supplier or any of its Affiliated Persons breaches any of the representations, warranties or covenants in this Section 17, each of which is deemed to be material and continuously made throughout the term of this Contract, then, in addition to any other rights the other Party may have under this Contract,

(a) 買方可以停止支付應付供應商之款項，且有權要求供應商償還為適用法律所禁止的已支付供應商或提供給供應商的任何擔保；並且

Purchaser may declare a forfeit of any unpaid amounts owing to Supplier and will be entitled to repayment of any amounts paid or credited to Supplier, in each case, which are prohibited by Applicable Laws; and

(b) 戴姆勒可以立刻終止本協定；並且

Daimler may immediately terminate this Agreement; and

(c) 根據戴姆勒的首次書面要求，供應商應當賠償戴姆勒並使戴姆勒免受由於供應商違反其在本第 17 條項下的陳述、保證和承諾產生的任何和全部費用或索賠。

Supplier shall, upon first written request by Daimler, indemnify and hold harmless Daimler in regard to any and all cost and claims brought forward against Daimler arising out of any failure of Supplier to comply with its representations, warranties and covenants of this Article

17.5. 為本第 17 條的目的，下述術語的含義如下：

For purposes of this Section 17, the following terms shall have the respective meanings set forth below:

(a) 「適用法律」指合約各方、合約各方的關聯方、或其股東應遵守的包括中華民國法律法規在內的有關反腐敗的法律法規（包括但不限於《美國反海外腐敗法》和/或德國的反腐敗法律），以及適用於合約各方或其任何關聯方與本合約相關的任何行為，或適用於本合約各方或戴姆勒集團公司另一成員所涉及的其他任何其他業務事項的所有其他法律、法規、規定、命令、法令或具有法律效力的其他指令及對上述規範可能不時作出的修訂；

“Applicable Laws” means any laws and regulations (including R.O.C. laws and regulations) on anticorruption to which each Party, its Affiliated Person, or its shareholder(s) is subject (including, without limitation, the Foreign Corrupt Practices Act of the United States and/or the anti-corruption laws of the Federal Republic of Germany), and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by each Party or any of its Affiliated Persons in connection with this Contract or any other business matters involving each Party or another Daimler Group Company, in each case as the same may be amended from time to time;

(b) 「關聯方」指各方的管理人員、董事或雇員，或代表該方或為該方利益行事的代理、股東、負責人或所有人；
“Affiliated Persons” means each Party’s officers, directors, employees, or agents, or shareholders, principals or owners acting on its behalf or in its interests;

(c) 「戴姆勒集團公司成員」是指買方直接或者間接的母公司、關聯機構或者子公司；

“Daimler Group Company” means Purchaser’s direct or indirect parent companies, affiliates or subsidiaries;

(d) 「政府實體」指政府或其政府的任何部門、機構或執行部門（包括由政府控制的任何公司或其他實體）、政黨或者政府國際組織；及

“Government Entity” means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization;

(e) 「政府官員」指政府實體的任何官員、雇員或其他官員（包括他們的任何直系家庭成員），以職務身份為政府實體行事的任何個人或行政職務的任何候選人。

“Government Official” means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

17.6. 如應買方要求，供應商將與買方另行簽署一份誠信協定。

If requested by Purchaser, Supplier shall sign an additional Letter Agreement Regarding Integrity with Purchaser.

- 17.7. 供應商應協助並全力配合戴姆勒或任何戴姆勒集團公司遵守適用法律。供應商應當允許戴姆勒及其代表在正常辦公時間內檢查並複印供應商與在本合約基礎上的交易相關的帳簿及記錄，以證實供應商是否遵守本條款的聲明、保證與承諾。

Supplier shall assist and cooperate fully with the efforts of Daimler or any Daimler Group Company to comply with the Applicable Laws. Supplier shall permit Daimler and its representatives during normal office hours to examine and make copies of Supplier's books and records relating to transactions based on this Contract, to verify compliance by Supplier with the representations, warranties and covenants of this clause.

- 17.8. 供應商應以各種方式協助戴姆勒及其代表執行其任務，特別是立即執行提供所有訊息和資料以及允許不受限制地接觸和檢查帳簿和紀錄的方式。如果供應商的場地沒有複印設備，則戴姆勒及其代表可以將帳簿和紀錄帶離該場所以便進行複印。至於為保護供應商之商業機密，供應商可以要求由戴姆勒委派的受保密協議約束的註冊會計師來執行審查。

Supplier shall assist Daimler and its representatives in every way to carry out their tasks, in particular by promptly providing all information and materials and by permitting unhindered access and inspection of the books and records. If duplicating facilities are not available on Supplier's premises, Daimler or its representatives may remove the books and records from the premises for purposes of making copies. In so far as required for the protection of Supplier's business secrets, he can demand, that the examination is performed by a certified accountant appointed by Daimler that is bound by a confidentiality agreement.

- 17.9. 供應商同意買方有權採取任何行動包括但不限於將供應商所有或提供之資訊(包含個人資料) 傳輸至台灣以外之區域，以符合買方要求預防或偵查犯罪、洗錢、資助恐怖份子或其他不法行為之目的。如買方知悉或注意到有任何成份或條件無法符合 Daimler AG 集團有關國際制裁或預防或偵查犯罪、洗錢、資助恐怖份子或其他不法行為之方案要求時，買方有權立即撤回或終止所有及任何與供應商之間存在之交易及權利與義務，並有權停止所有有關討論而無需通知供應商或提供理由。

Supplier agrees that Purchaser shall have the right to take any actions, including but not limited to transferring information of or provided by Supplier (including any personal data) outside of Taiwan, for any purposes that Purchaser requires including for preventing or detecting crime, money-laundering, terrorist financing or other unlawful activities. If it comes to Purchaser's knowledge or attention that any element or criteria of the Daimler AG group-wide programs with respect to sanctions or prevention or detection of crime, money-laundering, terrorist financing or other unlawful activities has not or would not be satisfied, Purchaser has the right to immediately withdraw from or terminate all or any legal transactions, rights and obligations existing with Supplier and the right to cancel all negotiations, without having to inform Supplier or provide reasons.

18. Anti-Bribery Clause

反腐敗條款

- 18.1 供應商有義務不從事任何會導致刑事責任的欺詐、資金挪用、破產犯罪、違反競爭法、授予非正當利益、賄賂或接受賄賂的犯罪行為，抵制其他由供應商的僱傭人員或第三方進行的腐敗行為。如有違反，買方將有權立即退出或終止與供應商的進行中的交易並有權取消全部協商談判，而供應商仍有義務遵循所有適用於其自身及其與買方商業關係的法規。

Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the supplier or other third parties. In the event of violation of the above, Purchaser has the right to immediately withdraw from or terminate all legal transactions existing with the

Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Purchaser.

- 18.2 供應商保證和承諾其工作人員不得從事下列任何有可能影響公平交易、正當競爭的活動：
Supplier undertakes and covenants that its employees will not engage in any of the following activities, which might influence the fairness of transaction and fair competition:
- (a) 向買方工作人員及/或其親屬提供、承諾或給予「酬金」、「回扣」或其他各種形式的現金或有價物品、包括有價證券、股份、禮物、購物卡、健身卡等；
To offer, promise or provide the employees of Purchaser and/or his/her relatives, in the name of “reward”, “commission” or otherwise, any money or anything of value, including, negotiable securities, shares, gifts, purchasing cards, sports cards, etc.;
 - (b) 邀請買方工作人員及/或其親屬至任何歌舞廳、夜總會、保齡球館或其他公共娛樂場所進行消費；
To invite the employees of Purchaser and/or his/her relatives to any Karaoke, night club, bowling or other public places of entertainment;
 - (c) 免費或低價安排買方工作人員及/或其親屬旅遊、度假；
To arrange tourism or vacations for the employees of Purchaser and/or his/her relatives;
 - (d) 向買方工作人員及/或其親屬提供其他有形或無形的利益。
To provide Purchaser’s employees with tangible or intangible benefits
- 18.3 供應商及其工作人員向買方工作人員提供贈品和其他物品須遵守戴姆勒相關廉潔規範，如果是自願提供且不存在影響買方工作人員在履行職責時的判斷和行動的可能性，則可以不被視為對本合約的違反。
The provisions of give-away and other items by Supplier and its employees to the employees of Purchaser shall follow Daimler related ethic code, if made voluntarily and there is no reasonable likelihood of influencing the employees’ judgment or actions in performing their duties, will not be regarded as a violation of this Contract.
- 18.4 以上第 18.2 條所述行為可能被視為商業賄賂行為。買方一旦發現供應商或其工作人員參與上述違反本合約的活動，買方應當有權無條件解除與供應商簽訂的任何合約，且不承擔任何責任。買方亦可永久性取消供應商作為買方的潛在供應商的資格。
The activities described in Article 18.2 above may be regarded as commercial bribery. In the event Supplier or its employees engage in such activities in breach of this Contract, Purchaser shall be entitled to terminate any signed contract with Supplier without any condition and any liability. Purchaser may also permanently remove Supplier from consideration as a potential supplier to Purchaser.
- 18.5 若供應商及其工作人員違反本合約，供應商應當賠償買方並使買方免受由於與供應商或其工作人員違約產生的或相關的任何和全部損害、損失、成本和花費（包括但不限於合理的律師費用）。
If Supplier or its employees breach this Contract, Supplier shall indemnify and hold Purchaser harmless from and in respect of any and all damages, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or relating to such breach by Supplier or its employees.
- 18.6 供應商有責任確保任何在戴姆勒的辦公場所工作的員工和/或任何有權進入相關的任何 IT 系統來履行本採購訂單的員工都應得到戴姆勒的認可及/或進入之授權。供應商不得使用任何被戴姆勒或任何戴姆勒關係企業已宣布為不被認可及/或被禁止進入的人員來履行本採購訂單。
Supplier has a duty to ensure that any employees used on site at Daimler and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this purchase order must receive an admission and/or access authorization from Daimler. Individuals to whom Daimler or any Daimler affiliate has declared a house ban, an admission ban, and/or an access ban cannot be used by the supplier in the fulfillment of this purchase order.

19. 稽核

AUDIT

買方有權就供應商有關履行本合約義務有關之所有文件或記錄進行查核。供應商應隨時保持正確之資料，經買方三個工作日之前通知，供應商應提供資料予買方來確認其履約狀況，買方可以自行或是以第三人如外部會計師或稽核人員來進行查核，買方有權以其費用複製有關履行本合約服務相關之資料。

Purchaser has the right to perform an audit of all books and records of Supplier as they may relate to the performance of this Agreement at any time. Supplier shall maintain accurate records at all times. Upon three working days’ notice, Supplier shall provide Purchaser reasonable access to Supplier’s records to verify conformance to the terms of this Agreement. Purchaser may conduct these audits with any or all its own internal resources or by securing services of a

third party such as accounting or auditing firm. Purchaser shall have the right to copy, at its own expense, any record related to the services performed under this Agreement.

20. 期限及終止

TERM AND TERMINATION

20.1. 本合約將自簽署之日起生效，並且除非雙方依據本合約有關條款提前終止本合約，本合約將持續有效直至所有其項下的權利和義務均已被完全行使或履行。

This Contract shall come into effect as from the signing date and shall remain effective until all the rights and obligations have been fully fulfilled and satisfied unless earlier terminated by the Parties pursuant to the terms of this Contract.

20.2. 在本合約屆滿之日，雙方可以且僅可以以書面形式延長合約期限。

Upon the expiration of the term, the Parties can extend it by written agreement only.

20.3. 當本合約任何一方出現下述情形之一時，另一方有權通過向對方發出書面通知的形式即刻終止本合約：

Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Contract by a written notice to such Party with immediate effect:

(a) 一方未能履行或遵守本合約項下的義務、條款及條件，且該等違約行為未能在其收到另一方發出的糾正違約行為通知之日起三十（30）日內予以糾正；或

The Party fails to comply with any of the obligations, provisions and conditions of this Contract, and such failure is not cured within thirty (30) days after it has received a written notice from the other Party; or

(b) 一方變為無償債能力或破產，或面臨清算或解散，或變為無法清償到期債務或根據適用法律被解散。

The Party becomes insolvent or bankrupt, or is the subject of proceedings for liquidation or dissolution, or becomes unable to pay its debts as they become due or is dissolved in accordance with applicable law.

20.4. 買方有權在任何時候，出於任何原因，以提前兩（2）個月書面通知的方式終止本合約，而無需告知供應商該等原因。

Further, Purchaser has the right to terminate this Contract any time by giving two (2) months prior written notice to Supplier for any reason and without the need for notifying that reason to Supplier.

20.5. 本合約第 10、13、14、15、20、21 條及本第 20.5 條在本合約終止後繼續有效。

Sections 10, 13, 14, 15, 20, 21 and this Section 20.5 shall survive after the termination of this Contract.

21. 適用法律

APPLICABLE LAW

本合約應適用中華民國法律並依照該等法律進行解釋。若本合約有國際買賣性質，1980 年 4 月 11 日《聯合國國際貨物買賣合約公約》將不予適用。

This Contract shall be governed by and construed in accordance with the laws of the Republic of China. If this Contract has an international sales nature, the application of the United Nations Convention on Contracts for International Sales of Goods of April 11, 1980 shall be excluded.

22. 爭議解決

DISPUTE RESOLUTION

22.1. 所有由本合約引起的爭議，包括任何有關本合約存在、有效性及終止的問題和爭議，應首先由雙方通過友好協商解決。如果該等爭議無法在自協商開始之日起三十（30）日內解決，則任何一方均有權將相關爭議提交中華民國仲裁協會（「仲裁協會」）按仲裁委員會當時有效的仲裁規則（該等規則應被視為已由雙方加入本條款中）進行仲裁。仲裁庭應由三（3）名仲裁員組成，本合約各方各自指定一（1）名仲裁員，第三名仲裁員將由仲裁委員會的主任指定，但該第三名仲裁員不得是中華民國或德國的公民或居民。仲裁採用英語進行，仲裁地位於台北。仲裁裁決將為終局的，對雙方具約束力。敗訴方將承擔並支付所有的仲裁費用。

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be resolved through friendly consultation. If such dispute cannot be resolved within thirty (30) days after the initiation of the consultation, either Party may submit the same to Chinese Arbitration Association (“CAA”) for arbitration in accordance with the R.O.C. Arbitration Law and the Arbitration Rules of the Association then being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of three arbitrators of which each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the Chairman of CAA; provided that the third arbitrator shall not be a national or citizen of the R.O.C. or the Federal Republic of Germany. The language of the arbitration proceedings shall be English and the arbitration procedure shall be held in Taipei. The arbitration award shall be final and binding on the Parties. The losing Party shall bear all costs and expenses of the arbitration.

22.2. 在爭議解決期間，除爭議事項外，雙方將繼續履行其在本合約項下各自的其他義務。

During the period when the dispute is being resolved, except for the matters in dispute, the Parties shall in all other respects continue performing their obligations under this Contract.

23. 永續性準則

SUSTAINABILITY GUIDELINE

供應商應遵守戴姆勒集團公司目前MBST 36條款有關永續性及環境保護準則與要求。該MBST 36準則可以在戴姆勒供應商入口網站(<http://daimler.covisint.com>)查看或直接透過下列網路連結到該準則的相關內容。

<http://engp-download.daimler.com/docmaster/en/index.html>

The Supplier shall adhere to the standards and requirements of Daimler regarding sustainability and environmental protection as specified in the current version of MBST 36. The MBST 36 can be found in Daimler Supplier Portal (<http://daimler.covisint.com>) or directly by using the following internet address:

<http://engp-download.daimler.com/docmaster/en/index.html>

24. 其他條款

MISCELLANEOUS

24.1. **通知**。任何一方根據本合約規定的要求而發出的通知或其他通訊均應以中、英文書寫，並通過專人或國際上認可的專遞服務，或通過傳真送達或發送至另一方在採購訂單中的位址或另一方經過告知對方而不時指定的其他地址。該等通知的有效送達日期將根據以下方式確定：

Notice. Notices or other communications required to be given by either Party pursuant to these General Terms and Conditions shall be written in Chinese and English and delivered in person or sent by an internationally recognized courier service or by facsimile to the following address of the other Party or to such other address as may from time to time be designated by the other Party through notification to such Party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(a) 如果通過專人遞送，以專人遞送的當日視為送達日期；

Notices given by personal delivery shall be deemed effectively given on the date of personal delivery;

(b) 如以國際間認可的專遞服務方式發送，應以該等通知交由專遞服務公司保管後的第三日為送達日期；以及
Notices sent by an internationally recognized courier service shall be deemed effectively given on the third day after the date deposited with such courier service;

(c) 如用傳真發出，送達日期為相關傳真的發送確認單所示發送日後的第一個工作日。

Notices given by facsimile shall be deemed effectively given on the first working day following the date of transmission as indicated on the transmission confirmation slip of the document in question.

24.2. 全部協定。本合約構成合約雙方就主題事項的全部協定並且明確限於雙方所接受的所列明的條款和條件。如果採購訂單、本一般條款及其他相關合約之間有任何分歧，則以其他相關合約為準。

Entire Agreement. This Contract sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated. In the case of any discrepancy between the Purchase Order, these General Terms and Conditions and Other Relevant Contracts, Other Relevant Contracts shall prevail.

24.3. 進一步承諾。本合約每一方均在此同意，為履行本合約項下的條款並實現本合約項下的目的，其將根據合理的需要和具體情形迅速並及時地簽署相關文件並採取相關進一步的行動。

Further Assurances. Each of the Parties agrees to expeditiously execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions and purposes of this Contract.

24.4. 修訂。除非經雙方書面同意，否則對本合約的任何修改沒有效力。

Amendment. No amendment to this Contract shall be of effect unless agreed in writing by the Parties.

24.5. 棄權。除非棄權方以書面形式明確表示放棄行使本合約任何條款項下的權利、權力或救濟，並在該書面文件上簽名，否則該等棄權將被視為無效。本合約任何一方未行使或延遲行使本合約項下的任何權利、權力或救濟不應視為放棄這些權利、權力或救濟；任何單獨一次或部分放棄行使任何權利、權力或救濟亦不應妨礙將來行使這些權利、權力或救濟。在不限制前述規定的前提下，如任何一方放棄就另一方違反本合約任何條款的行為追究責任，不應視為其對任何相關後續違約行為或另一方違反本合約其他條款的行為均放棄追究責任。

Waiver. No waiver of any provision of this Contract shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by any Party in exercising any right, power or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

24.6. 可分割性。本合約的任何條款如被確認或裁決為無效、非法或不可強制執行，則該等條款將自本合約主體中分離，本合約的剩餘條款，在法律所能允許的最大限度內，將仍繼續保持其有效性和可執行性。

Severability. If any provision of this Contract is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of this Contract and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

24.7. 稅負。每一方均應依照適用的稅收法律，承擔其各自因履行本合約而引致的所有稅負。

Taxes. Each Party shall bear all taxes incurred by it in connection with its performance of this Contract pursuant to applicable tax law.

- 24.8. 轉讓。未經另一方事先書面同意，任何一方均無權向其關聯機構之外的其他任何實體轉讓其在本合約項下的任何權利和義務。買方同意分包時，供應商應當在簽署分包合約之後立即，且分包商開始工作之前將分包合約的影本提交給買方。分包後，供應商仍對合約相關的所有貨物和/或服務承擔品質擔保和保修等義務。
- Assignment. Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party other than its affiliates. When Purchaser has consented to the placing of subcontracts, copies of each subcontract shall be sent by Supplier to Purchaser immediately upon signing and prior to commencement of work by the subcontractor. The Supplier shall still undertake all obligations such as the quality assurance and warranties in connection with this Contract after the subcontract.
- 24.9. 抵銷。買方有權在任何時候以買方對供應商的任何索賠或收費抵銷在本條款項下應向供應商支付的任何到期款項。
- Setoff. Purchaser shall have the right at all times to set off any amount due or payable to Supplier hereunder against any claim or charge Purchaser may have against Supplier.
- 24.10. 承繼人。本合約對雙方的承繼人均有約束力，且本合約僅為雙方、雙方各自的承繼人及其經允許的受讓人的利益而訂立。
- Successors. This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.
- 24.11. 副本。本合約可由雙方簽署一份或多份副本，每一份副本均將被視為原件，各份副本共同構成一份完整簽署的文件。
- Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one single instrument.
- 24.12. 語言。本合約以中文書寫，英文翻譯（如適用）僅為參考。若發生歧義，以英文版本為準。
- Languages. This Contract is written in Chinese language with an English translation (if applicable) for reference only. In case of any discrepancies between the Chinese language and the English translation, the English version shall prevail.