

PERI Taiwan Limited
General Terms and Conditions for the Purchase of Goods
and Services valid from 1.6.2023



購買商品及服務之一般商業條款及條件 自 2023年6月1日生效

1. Scope 範圍

1.1 These General Terms and Conditions of Business for the purchase of goods and services (hereinafter referred to as "Terms and Conditions") apply exclusively to the business transactions of PERI Taiwan Limited established at 10F.-1, No. 163, Sec. 1, Keelung Rd., Xinyi Dist., Taipei City 110, Taiwan (hereinafter referred to as "PERI"), and a legal person or a legal entity with legal capacity to enter into a contract (hereinafter referred to as "Supplier"). 本購買商品及服務之一般商業條款及條件（以下簡稱「條款及條件」）專門適用於派利台灣有限公司之商業交易，址於110臺灣臺北市信義區基隆路1段163號10樓之1（以下簡稱「派利」），以及具備簽訂契約之法律行為能力的法人或具法人地位之實體（以下簡稱「供應商」）。

1.2 These terms and conditions apply exclusively to all deliveries and services of the Supplier to PERI. Other provisions, in particular the Supplier's general terms and conditions, do not apply, irrespective of whether they have been expressly rejected by PERI or not. These Terms and Conditions also apply exclusively if PERI performs or accepts a service without reservation in the knowledge of other terms and conditions. 本條款及條件專門適用於供應商向派利提供的所有交付和服務。其他規定，尤其是供應商的一般條款和條件，將不適用，無論它們是否已被派利明確拒絕。如果派利在了解其他條款和條件的情況下，毫無保留地執行或接受服務，則本條款及條件也將適用。

1.3 These terms and conditions also apply to future similar legal transactions between PERI and the Supplier. 本條款及條件也適用於派利與供應商之間未來類似的法律交易。

1.4 Individual agreements between PERI and the Supplier are given priority in individual cases. Subject to evidence to the contrary, the content of such agreements shall be subject to a written contract or written confirmation by PERI. 派利與供應商之間的單獨協議在個別情況下具有優先權。除有相反證據，此類協議的內容應以書面合約或經派利書面確認為準。

1.5 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these terms and conditions. 適用法律之規定僅具有宣誓意義。即使無該等規定，適用法律之規定仍有適用，除非本條款及條件之該等規定被直接修改或排除。

2. Conclusion of Contract / Contract 締結合約/合約

2.1 Offers, cost estimates, and other services of the Supplier that prepare the conclusion of the contract shall be free of charge. Unless the offer provides for a longer binding period, the Supplier is bound to its offer for four (4) weeks. 供應商為合約簽訂做準備之報價、成本估算和其他服務應免費。除非訂單規定了更長的約束期間，否則供應商均必須於四週內遵守該訂單。

2.2 Orders from PERI are only legally binding if they are placed in writing. Orders made orally or by telephone require subsequent written confirmed by PERI in order to be effective. In order to preserve the written form, a simple e-mails are sufficient for

telecommunication. 來自派利的訂單必須以書面為之，始具有法律約束力。口頭或電話發出的訂單需要派利隨後的書面確認始能生效。為確保書面形式，一封簡單的電子郵件足矣。

2.3 The Supplier is obliged to confirm orders within a maximum period of five (5) working days by way of a binding order confirmation in text form via email to confirmation@peri.tw or by delivery or performance. After this period, PERI is no longer bound by the order. Any delayed order confirmation will be considered a new offer and requires acceptance by PERI. An order confirmation that deviates from the order, in particular concerning quantities, prices, delivery dates, properties of the ordered deliveries or services, is deemed to be a new offer and requires acceptance by PERI. 供應商有義務確認訂單，需在最多五個工作日內透過電子郵件之形式，以文字方式發送具有約束力的訂單至confirmation@peri.tw進行確認，或透過交付或履行義務以確認訂單。在此期間之後，派利不再受訂單約束。任何遲延的訂單確認/接受都將被視為新報價，需要派利另外接受。與訂單有差異的訂單確認，特別是關於數量、價格、交貨日期、訂購的交付或服務的屬性，將被視為新報價，需要派利另外接受。

2.4 If the Supplier does not receive an order from PERI within the specified period, after receipt of the order from PERI, the Supplier must notify PERI of the delayed receipt of the order from PERI immediately. 若供應商在依其報價所訂期間內，遲未收到派利之訂單，供應商必須在收到派利之訂單後立即通知派利該遲延之訂單。

3. Prices and Payment 價格及付款方式

3.1 The prices stated in the order are binding. 訂單中所註明的價格具有拘束力。

3.2 Unless otherwise stated in PERI's order, the prices are binding to DDP Incoterms® 2020 including packaging and loading as well as VAT at the statutory rate, unless this is shown separately in the invoice. 除非派利在訂單中另有說明者外，價格受DDP Incoterms® 2020所拘束，包括包裝和裝貨以及法定稅率的增值稅，除非在收據中另有規定。

3.3 Invoices must be sent separately for each order and delivery, specifying the order number and other order identification numbers (including vendor number, item number, order item) as a PDF via e-mail to invoice@peri.tw. Multiple invoices may not be combined into one PDF. 每個訂單及其交付，均須單獨開立收據，並透過電子郵件將訂單號碼和其他訂單標識號碼（包括供應商編號、項目編號、訂單項目）以PDF格式發送至invoice@peri.tw。不得將多份收據合併為一份PDF檔案。

3.4 A duplicate invoice must be marked as such. The tax number must be indicated on the invoice. 重複的收據必須為相同記載。收據上必須註明稅籍號碼。

3.5 The agreed price is due for payment within thirty (30) calendar days of full and defect-free delivery or service (including any agreed acceptance) and receipt of a proper invoice for payment. If PERI pays within fourteen (14) calendar days, the Supplier shall grant PERI a three percent (3%) discount on the net amount of the invoice. 所約定之價格，應在完整且無缺陷的交付或服務（包括任何約定的驗收）且收到適當的付款收據後之三十（30）個日曆日內支付。如果派利在十四（14）

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個日曆日內付款，供應商應向派利提供收據淨額百分之三（3%）之折扣。

3.6 Insofar as PERI is obliged to make advance payments in individual cases, the Supplier must, in return, provide PERI with a guarantee that is fully valid under the law of the Republic of China (Taiwan) collateral for the reimbursement of overpaid advance payments due to final non-performance or bad performance. 若派利有義務在個案中預付款項，作為回報，供應商必須向派利提供在中華民國（台灣）法律完全有效之擔保，用於償還因最終不履行或不完全履行而多付之預付款項。

3.7 Payments made by PERI to the Supplier do not constitute recognition of the Supplier's delivery or performance as being in accordance with the contract. 派利向供應商支付的款項並不構成對供應商依約交付或履行合約之認可。

3.8 If the Supplier has demonstrably made an agreement when submitting his offer or in the context of the provision of deliveries and services to PERI, which constitutes an inadmissible restraint of competition or an unfair behavior, he has to pay 15% of the invoice amount as lump-sum compensation to PERI, unless a different amount of damage is proven. 如果供應商在向派利提出報價時或在向派利履行交付及服務時，做出限制競爭或不公平競爭之行為，則供應商必須支付收據金額之15%作為向派利提供一次性賠償，惟若派利證明有不同程度的損失，則金額不在此限。

4. Delivery and Service Time, Delivery, Delay in Delivery and Acceptance 交貨及服務時間、交貨、遲延交貨及驗收

4.1 The delivery and performance times specified in the accepted order from PERI are binding. If no delivery and/or performance time is specified in the order and no other agreement has been made, the delivery and/or performance time shall be four (4) weeks from the conclusion of the contract. The Supplier is obliged to inform PERI immediately in writing if it is unlikely to be able to meet agreed delivery/performance times – for whatever reason. The arrival of the delivery at the delivery address or place of receipt specified in the order shall be decisive for compliance with delivery/performance times. If acceptance is contractually agreed, then successful acceptance shall prove decisive. 派利接受的訂單中指定之交貨及履行時間具有拘束力。如果訂單中未指定交貨及/或履行時間，且未達成其他協議，則交貨及/或履行時間應為合約訂立後四週。如果供應商不可能滿足約定的交付/履行時間，無論出於何種原因，供應商有義務立即以書面通知派利。交貨實際到達訂單中指定的交貨地址或收貨地點對於「是否遵守本合約所訂交貨/履行時間的認定」上具有決定性意義。如果驗收為契約所約定，那麼正式之驗收將有決定性。

4.2 Unless otherwise agreed, deliveries will be made at the DDP Incoterms® 2020 in force at the time of the conclusion of the contract to the delivery address specified in the order. 除非另有約定，否則交貨將按照合約訂立時生效之 DDP Incoterms® 2020 交付至訂單中指定的交貨地址。

4.3 Premature deliveries and services as well as partial deliveries and partial services by the Supplier are only permitted after prior consultation and written

consent by PERI. Otherwise, PERI has the right to return the delivery at the expense and risk of the Supplier. Should PERI accept such a premature or partial delivery, the payment period according to Subsection 3.5 does not begin before the agreed delivery/performance date. 供應商之提前交付及服務，以及部分交付及部分服務，僅在事先協商並獲得派利書面同意後始能為之。否則，派利有權退回貨物，費用及風險由供應商承擔。如果派利接受此類提前或部分交貨，則第 3.5 款規定之付款期不會在約定的交貨/履行日期之前開始起算。

4.4 The full order numbers and other agreed information (including creditor number, item number, order item, etc.) must be stated on all shipping notes, consignment notes or other delivery documents, invoices or other correspondence. A delivery note must be enclosed with the delivery. 所有裝運單、托運單或其他送貨單據、收據或其他信函中，均必須註明完整的訂單號碼及其他約定之資訊（包括債權人編號、項目編號、訂單項目等）。送貨時必須附上送貨單。

4.5 The Supplier must, at the latest, upon delivery of the goods or services to be purchased by the Supplier (hereinafter referred to as "Delivery Items") hand over the required quality certificates to PERI and must provide all proofs required for the delivery and their contractually stipulated or customary use, such as test certificates, analysis reports, compliance certificates or reports issued by government agencies or agencies specified by PERI, without delay. 供應商必須至遲在交付供應商所購買之貨物或服務（以下簡稱「交付物」）時，向派利提出品質證明書，並且必須提供交付所需、契約約定，或習慣使用之所有證明文件，例如由政府機關或派利指定之機構所出具之測試證書、分析報告、合格證明，不得延誤。

4.6 In the event of a delay in delivery for which the Supplier is responsible, PERI is entitled, without prejudice to other statutory claims, to demand payment from the Supplier of a punitive damage of a quarter percent (0.25 %) of the delivery value of the delayed delivery per calendar day of delay, but not more than a total of five percent (5 %) of the delivery value of the delayed delivery. In the event where the actual damage suffered by PERI is greater than the punitive damages, PERI is entitled to claim damages that exceed the punitive damages. 如果供應商造成交貨遲延，派利有權在不影響其他法定權利之情況下，要求供應商支付每遲延一日曆日計算交付物價值百分之0.25（0.25%）之懲罰性違約金，惟總額不得超過所遲延交付之交付物價值的百分之五（5%）。當派利實際遭受的損害大於懲罰性違約金，派利有權主張超過懲罰性違約金的損害賠償。

4.7 Circumstances that jeopardize compliance with agreed delivery dates must be reported to PERI immediately in writing. PERI's right to withdraw from the contract or to claim damages for non-performance under the statutory requirements remains unaffected, subject to any imputation under Subsection 4.6 必須立即以書面形式向派利報告危及遵守約定交付日期的情況。根據第 4.6 條的規定，派利依法撤銷合約之權或因未履約而要求損害賠償的權利不受影響。

5 Transfer of Risk 風險轉移

In the case of deliveries of Delivery Items for which the Supplier is not contractually obligated to set up or assemble at the place of performance, the risk of accidental loss and accidental deterioration of the

Delivery Items shall pass to PERI upon the handover of the Delivery Items to the delivery address indicated by PERI. Insofar as acceptance by PERI is to take place, the decisive time for the transfer of risk is the time of acceptance by PERI. The handover or acceptance is the same if PERI is in default of acceptance. 如果供應商交付的交付物沒有合約義務需在履行地點設置或組裝，交付物意外遺失和意外變質的風險應在交付物移交到派利指定的送貨地址後轉移給派利。只要派利接受交付物，風險轉移的決定性時間就是派利接受的時間。如果派利違反接受交付物之義務，移交或接受仍是生效的。

6 Regulatory Compliance, Import, and Export 合規性、進出口

6.1 The Supplier is responsible for ensuring that the Delivery Items or parts thereof comply with all applicable laws, guidelines, regulations, or other public law provisions and regulations of authorities and professional associations. 供應商有責任確保交付物或其部分符合所有適用法律、指南、法規或其他公共法律規定以及當局和專業協會的規定。

6.2 In particular, the Supplier must ensure that the Delivery Items or parts thereof are not subject to national or international export restrictions. Should a Delivery Item or parts thereof be subject to such an export restriction, the Supplier shall procure the necessary export licenses for worldwide export at its own expense. Should a Delivery Item or parts thereof be subject to such export restrictions, it is the Supplier's responsibility to procure the necessary licenses for import and worldwide export at its own expense and in good time before delivery of the Delivery Items to PERI. 特別是，供應商必須確保交付物或其部分不受國家或國際出口限制。如果交付物或其部分受到此類出口限制，供應商應自費獲得全球出口所需的出口許可證。如果交付物或其部分受到此類出口限制，供應商有責任在將交付物交付給派利之前及時自費獲得必要的進口和全球出口許可證。

7 Rights of use 使用權

7.1 For the use of samples, cost estimates, drawings, documentation, and similar information of a physical or intangible nature concerning individually manufactured goods, the Supplier grants PERI the exclusive right of use within the meaning of § 37 (IV) of the Taiwan Copyright Act. Any use by the Supplier or the respective economic rights holder is excluded. The granting of the right of use is free of charge, is not limited to content, and is not limited in time. 對於樣品、成本估算、圖紙、文件以及與個別製造的商品相關的有形或無形資訊的使用，供應商授予派利依據著作權法第37條之專屬授權。供應商或著作財產權人的任何使用均被排除在外。該使用授權是免費的，不限內容，不限時間。

7.2 Samples, cost estimates, drawings, documentation, and similar information of a physical or intangible nature, the ownership of which has been transferred to PERI or in which PERI is granted a right of use under the preceding paragraph, may be used by PERI in the context of proper business transactions and may be passed on to third parties. 就樣品、成本估算、圖紙、文件和類似的有形或無形資訊，其所有權已轉讓給派利或派利根據前款被授予使用權，派利可將其用於適當的商業交易，並可轉給第三方。

8 Quality, Defects Examination 品質、瑕疵檢驗

8.1 Deliveries and services must comply with quality agreements and the state of the art. In particular, the information presented in the quality certificates, compliance certificates or reports issued by government agencies or agencies specified by PERI, test certificates, and analysis reports, as well as specifications agreed upon, are to be regarded a quality agreement. 交付和服務必須符合品質協議和最新技術水準。特別是，政府機構或派利指定的機構簽發的品質證書、合規證書或報告、測試證書和分析報告中顯示的資訊，以及約定的規格，均應視為品質協議。

8.2 Without prejudice to PERI's obligations under Subsection 8.3, the Supplier must check the Delivery Items for completeness and lack of defects before delivering the Delivery Items to PERI. In doing so, the Supplier must carry out final initial checks and, where appropriate, final testing which enables the Supplier to ensure that the entire scope of delivery is free of defects and is complete. 在不影響派利在第8.3條下的義務的情況下，供應商必須在將交付物交付給派利之前檢查交付物的完整性和缺陷。為此，供應商必須進行最終的初步檢查，並在適當的情況下進行最終測試，使供應商能夠確保整個交付範圍內沒有缺陷並且是完整的。

8.3 For the commercial obligation to inspect and give notice of defects, the statutory provisions (§356 of Civil Code of Republic of China (Taiwan) ("TCC") apply. In the case of deliveries of larger quantities, PERI's obligation to inspect is limited to defects that are revealed in the case of random inspections of Delivery Items under external inspection (including the delivery documents) (e.g. transport damage, false or under-delivery). The right to claim defect remains unaffected. Without prejudice to the investigative authority of PERI, the complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is made within two weeks of discovery or, in the case of obvious defects from delivery. 檢查及瑕疵通知義務，適用中華民國(台灣)民法第356條之規定。在交付數量較大的情況下，派利的檢驗義務僅限於隨機檢驗交付物外部檢驗(包括交付文件)(例如運輸損壞、交付中的失誤或交貨不足)時發現的瑕疵。派利之瑕疵的權利不受影響。在不影響派利調查權的情況下，如果瑕疵通知是在發現後兩週內提出的，或者在交貨有明顯缺陷的情況下，則都被視為係立即、及時的通知。

9 Rights of Defect 瑕疵權

9.1 Unless otherwise specified below, PERI's rights in the event of material and/or legal defects are governed by the statutory provisions. 除非下文另有規定，否則派利在出現材料和或法律瑕疵時的權利受法律約束。

9.2 By way of derogation from § 355 II of TCC, PERI is entitled to claims for defects without limitation even if PERI has remained unaware of the defect at the time of conclusion of the contract as a result of gross negligence. 民法第355條第2項適用，派利有權不受限制地就瑕疵提出索賠，即使派利在簽訂合約時由於重大過失仍未意識到瑕疵。

9.3 Without prejudice to the statutory rights of PERI, the following applies: If the Supplier fails to fulfill its obligation of supplementary performance - at PERI's discretion, by remedying the defect (repair) or delivering a defect-free item (subsequent delivery) - within a

reasonable period of time set by PERI, PERI can remedy the defect itself and demand compensation from the Supplier for the necessary expenses. In urgent cases, such as endangering operational safety or preventing the occurrence of disproportionate damage, PERI is entitled to remedy an existing defect itself without setting a corresponding deadline and to demand compensation from the Supplier for the expenditure required for this purpose. The Supplier must be informed of such action without delay if possible before the self-performance is carried out. The right of self-performance does not exist if the Supplier would be entitled to refuse corresponding subsequent supplementary performance under the statutory provisions. The statutory provisions on statute of limitation for claims for defects shall be applicable. 在不損害派利的法定權利的情況下，以下將適用：如果供應商未能在派利規定的合理期限內履行其補充履行義務，派利可以自行補救瑕疵並要求供應商賠償必要的費用。補充履行義務係由派利自行決定，補救缺陷（修理）或交付無瑕疵之物（後續交付）。在緊急情況下，例如危及操作安全或防止不成比例的損害的發生，派利有權在不設定相應期限的情況下自行修復現有瑕疵，並要求供應商賠償為此所需的費用。派利必須立即將此類自行修復通知供應商，如果可能的話，在自行修復進行之前。如果供應商有權根據法律規定拒絕相應的後續自行修復，則該自行修復的權利不存在。因瑕疵所生之權利之時效依法律規定。

9.4 The statutory recourse claims are fully entitled to PERI. The claims arising from Supplier recourse are also entitled to PERI if the defective Delivery Items have been further processed by PERI or another company, e.g. by installation in another product. 派利完全有權享有法定追索權。如果有瑕疵的交付物已由派利或其他公司進一步處理，例如安裝在另一個產品中，則派利享有供應商之索賠權利。

10 Recall, Serial Error 召回、系列瑕疵

10.1 Insofar as PERI requires and uses the Delivery Items for further processing to specifically manufactured by PERI, described in more detail in the specification/service description/order (hereinafter referred to as "PERI end products") and sells them to customers of PERI (hereinafter referred to as "PERI end customers"), the following applies. 在派利要求和交付物進行進一步加工以由派利專門製造的情況下，在規範/服務說明/訂單中有更詳細的描述（以下簡稱“派利最終產品”），並將其出售給派利的客戶（以下簡稱“派利最終客戶”），以下將適用。

10.2 In the event that, based on sufficient information, the item delivered by the Supplier has a serial defect, PERI is entitled, at its sole discretion, to recall its final products delivered to the end customer (hereinafter referred to as "recall"). A serial error occurs when more than five percent of the Delivery Items have similar defects. Recall within the meaning of this Subsection means that PERI can take all measures to ensure that the end customer does not suffer any disadvantages through the use of the Delivery Items; in particular, PERI may issue warnings and arrange for the replacement of the defective Delivery Items. 如果根據充分的資訊，供應商交付物存在系列瑕疵，派利有權自行決定召回其交付給最終客戶的最終產品（以下簡稱“召回”）。當超過 5% 的交付物具有類似的瑕疵時，即所謂系列瑕疵。本條款內的召回意旨派利得採取一切措施確保最終客戶不會因使用交付物而遭受任何不利影響；

特別是，派利得會發出警告並安排更換有瑕疵的交付物。

10.3 If PERI notifies the Supplier of a recall under Subsection 10.2, the Supplier will provide PERI with all necessary information to enable PERI to assess the effects and consequences of the serial error in order to completely eliminate the defect in each recalled PERI end product. The Supplier shall in all cases communicate the batch number and all information concerning the production and development of the batch concerned. 如果派利根據第10.2條通知供應商召回，供應商將向派利提供所有必要資訊，使派利能夠評估系列瑕疵的影響和後果，以完全消除每個召回的派利最終產品中的瑕疵。在任何情況下，供應商都應傳達批號以及有關該批次生產和開發的所有資訊。

10.4 The Supplier bears the costs of the recall. Costs of the recall are: 供應商承擔召回費用。召回的費用為：

- Costs of returning the PERI end products delivered to the PERI end customer. 將已交付給派利最終客戶的派利最終產品退回的成本。
- Costs of repairing and replacing defective PERI end products. 修理和更換有瑕疵的派利最終產品的成本。
- Costs of the delivery of the repaired and/or replaced PERI end products to the PERI end customer following a recall. 召回後將維修和/或更換的派利最終產品交付給派利最終客戶的成本。
- Costs of scrapping the defective Delivery Items, insofar as the complete elimination of the defects in the Delivery Items by repair for PERI and the Supplier is not possible. 報廢有瑕疵的交付物的成本，包含派利和供應商不可能透過維修完全消除交付物中的瑕疵。
- Costs of scrapping the PERI end products returned to PERI as part of the recall, insofar as it is not possible for PERI to completely remedy the defects of the PERI end products. 作為召回的一部分，返回給派利的派利最終產品的報廢成本，包含派利無法完全修復派利最終產品的瑕疵。
- Costs of the employees employed by PERI who are deployed to remedy all defects in the context of the recall, at a flat rate of two thousand (2,000) Taiwan New Dollars. 在召回情況下，派利僱用在修復瑕疵的員工的費用，其固定費率為二千（2,000）新台幣。
- Costs and expenses to satisfy reductions and claims for damages that PERI's end customers claim against PERI. 最終客戶向派利之減免請求和損害賠償的成本和費用。

10.5 The Supplier is obliged to supply PERI at its own expense with a replacement for all Delivery Items that have been replaced during the course of the recall by PERI. 供應商有義務自費向派利提供交付物之替換品，以替換在派利召回過程中已更換的所有交付物。

11 Retention of Title 保留所有權

11.1 Reservation of ownership by the Supplier that goes beyond the simple retention of title is excluded. If the Supplier has retained the right of ownership of

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delivered items, this retention of ownership only applies until PERI has paid in full for these items, unless PERI has already become the owner of these items through processing, connection, blending or mixing. 供應商不得享有超過單純保留所有權的其他保留所有權之權利。如果供應商保留已交付物的所有權，則此所有權保留僅適用至派利在完全給付這些交付物的相關金額，除非派利已經因為加工、連接、混合或混合成為這些物品的所有者。

11.2 If PERI supplies parts to the Supplier, PERI reserves the title to this. Processing, blending or mixing by the Supplier with other items owned by a party other than PERI is carried out on behalf of PERI. In the event of processing, blending or mixing, PERI acquires co-ownership of the processed, blended and mixed items in the ratio of the value of PERI's item to the other processed items at the time of processing, blending or mixing. 如果派利向供應商供應零件，派利保留對此零件的所有權。供應商與派利以外的一方擁有的其他物品進行加工、混合或混合都是代表派利進行的。在加工、混合或混合的情況下，派利獲得加工、混合和混合品項的共同所有權，並按照派利在加工、混合或混合時的價值與其他加工品項的價值之比例的分配。

11.3 Models, samples, production equipment, tools, measuring and testing equipment, otherwise provided materials, drawings, factory standard sheets, and print templates provided to the Supplier by PERI remain the property of PERI. 派利向供應商提供的模型、樣品、生產設備、工具、測量和測試設備，以及其他提供的材料、圖紙、工廠標準表和印刷模板，仍為派利的財產。

11.4 The documents specified in Subsection 11.3 may only be made available to third parties with the prior written consent of PERI, which may be rescinded any time (confidentiality). Unless otherwise expressly agreed to in individual cases, the documents referred to in Subsection 11.3 may be requested by PERI at any time. The Supplier does not have rights of retention with respect to the documents referred to in Subsection 11.3. 第11.3條中規定的文件只能在派利事先書面同意的情況下提供給第三方，該同意可隨時撤銷（保密）。除非在個別情況下另行明確同意，派利可隨時要求提供第11.3條中提及的文件。供應商無權保留第11.3條中提及的文件。

12 Producer and Product Liability 生產者和產品責任

12.1 If the Delivery Items cause damage to third parties, the Supplier must indemnify PERI for claims of third parties to the extent that the Supplier is attributable. 如果交付物對第三方造成損害，供應商必須在供應商可歸責的範圍內賠償派利對第三方之損害賠償。

12.2 Notwithstanding any liability limits stated herein, the Supplier must reimburse PERI for expenses arising from or in connection with recall actions carried out by PERI in connection with the Delivery Items provided by the Supplier, regardless of whether such Delivery Items are provided by subcontractors of the Supplier or any other third party. PERI will inform the Supplier of the content and scope of recall measures – as far as possible and reasonable and will allow the Supplier the opportunity to comment. Further legal claims shall remain unaffected. 儘管本條款規定了責任限制，就供應商提供之交付物，供應商必須補償派利因採取召回行動而產生或與之相關的費用，無論此類交付

物是否由供應商的下包商提供或任何其他第三方。派利將盡可能合理地告知供應商召回措施的內容和範圍，並允許供應商發表評論。進一步的法律請求權不受影響。

12.3 In order to secure any compensation claims, the Supplier must conclude operational and product liability insurance with a lump-sum coverage of at least one hundred and sixty million Taiwan New Dollars (TWD 160,000,000) per personal injury/property damage and maintain such insurance until the expiry of the limitation period for defect rights relating to the last order confirmed by the Supplier. 為確保任何賠償之請求，供應商必須為每次人身傷害/財產損失購買至少一億六千萬新台幣 (TWD 160,000,000) 的運營和產品責任保險，並維持此類保險直至供應商確認最後訂單中相關的瑕疵權利期限屆期。

13 Confidentiality, Third-Party Intellectual Property Rights 保密義務、第三方智慧財產權

13.1 The Supplier undertakes to treat all information provided by PERI within the scope of the individual contract confidentiality and not to disclose it to any third party. 供應商承諾在個別合約保密範圍內就派利提供的所有資訊，不向任何第三方揭露。

13.2 The information includes, in particular, all information in written form, including photocopies, as well as drafts, sketches, technical protocols, models, electronic data, regardless of the form in which this information is provided (for example, by means of conversations, long-distance calls, on data carriers of various kinds, by means of data transmission of any kind or by mailing). All information and know-how that are perceived visually and/or acoustically are also collected. Confidential information includes, in particular, all technical data, plans, drawings, calculations, execution instructions, information on developments relating to the goods and services, on research and development projects, and all company data. 所有資訊，尤其包括書面形式的資訊，包括複本、草稿、草圖、技術協議、模型與電子數據，無論以何種形式提供該資訊（例如通過對話的方式、長途電話、在各種資料載體上、通過任何類型的資料傳輸或郵寄）。所有以視覺或聽覺接收的資訊和知識都包含在內。機密資訊尤其包括所有技術資訊、計劃、圖紙、計算、執行說明、與商品和服務相關的開發資訊、研發專案以及所有公司資訊。

13.3 The confidentiality obligation does not apply to information that is generally known and has been lawfully obtained from third parties. 保密義務不適用於從第三方合法獲得並廣為人知的資訊。

13.4 If the Supplier detects that confidential information has been unlawfully disclosed to third parties, it must inform PERI of this immediately. 如果供應商發現機密資訊已被非法揭露給第三方，則必須立即將此事通知派利。

13.5 The Supplier must ensure that no third party's intellectual property rights in Republic of China (Taiwan) and abroad are infringed in connection with the delivery or service. If claims are made against PERI by a third party due to infringements of intellectual property rights, the Supplier must indemnify PERI against such claims and reimburse PERI for all expenses that PERI necessarily incurred from or in connection with the claim by a third party, insofar as the damage caused originates in the Supplier's sphere of control. 供應商必須確保交付或服務沒有侵犯第三方在中華民國（台灣）和國外的智

慧財產權。如果第三方因智慧財產權而向派利提出索賠，供應商必須就此類索賠向派利作出賠償，並補償派利因第三方索賠而必然招致的或與第三方索賠相關的所有費用，前提是造成的損害係供應商可控制之範疇。

14 Insurance 保險

14.1 PERI will not assume the costs of insurance for Delivery Items, in particular for forwarding insurance. 派利將不承擔交付物的保險費用，尤其是轉運保險費用。

14.2 PERI has independently insured itself against transport damage. 派利將就運輸損壞獨立投保。

15 Assignment and Pledging 轉讓與質押

15.1 The assignment or pledging of contractual claims is only effective with the prior written consent of PERI (§ 301, 902, 297 of TCC). 合約債權的轉讓或質押僅在派利事先書面同意的情況下才有效（民法第301條、第902條、第299條）。

16 Offset and Exercise of a Right of Retention 抵消及保留權的行使

16.1 PERI reserves the right to withhold or offset payments in an appropriate amount in the event of claims for defects or other claims asserted by PERI. 在出現瑕疵索賠或派利主張的其他請求時，派利保留扣留或抵消適當金額的付款的權利。

16.2 The offset or exercise of a right of retention by the Supplier due to disputed or non-legally established counterclaims is excluded, provided that the counterclaims are based on the same contractual relationship. 供應商因有爭議或非因法成立的反訴而抵消或行使保留權的情況除外，除非該反訴基於相同的合約關係。

17 Spare Parts 備件

17.1 The Supplier is obliged to keep spare parts for the Delivery Items for the period of the expected technical use, but for at least ten (10) years after delivery on reasonable terms. 供應商有義務在預期的技術使用期間保留交付物的備件，但至少要在交付後之十（10）年以合理的條件保留備件。

17.2 If the Supplier ceases the production of the spare parts, it is obliged to inform PERI of this with a reasonable lead time and to allow PERI to place a final order. 如果供應商停止生產備件，則有義務在合理的提前時間內通知派利，並允許派利下最終訂單。

18 References and Publications 參考文獻和出版物

18.1 When providing references or publications, the Supplier may only name the company or trademark of PERI if PERI has previously given written consent, which may be rescinded any time. 在提供參考資料或出版物時，供應商只能在派利事先書面同意的情況下使用派利的公司之名稱或商標，派利之書面同意可隨時撤銷。

19 Force Majeure 不可抗力

19.1 If PERI is prevented from fulfilling its contractual obligations, in particular acceptance

obligations, as a result of Force Majeure, riots, natural disasters, fire, water, epidemic or pandemic or other unforeseeable circumstances to include acts of God not attributable to PERI, or the effects of such events, the period for the provision of the contractual service shall be extended in each case by the duration of the hindrance. 如果派利因不可抗力之因素、暴動、自然災害、火災、水災、地區性流行病或全球性的流行病或其他不可預見的情況（包括非可歸責於派利的天災或此類事件的影響）而無法履行其合約義務，特別是驗收義務，提供合約義務的期限應根據不可抗力障礙的持續時間延長。

19.2 PERI will immediately inform the Supplier of the commencement and likely end of such circumstances and will take all reasonable measures to remedy the obstruction as soon as possible. 派利將立即通知供應商此類不可抗力情況的開始和可能結束的時間，並將採取一切合理措施盡快補救不可抗力障礙。

19.3 If the Supplier is prevented from fulfilling its contractual obligations in particular delivery obligations, due to Force Majeure, the Supplier will take measures under Subsection 19.2. PERI may withdraw from the contract if the disability lasts longer than three (3) months. The corona pandemic and its effects are no longer an unforeseeable event, so that it does not release the Supplier from its delivery obligations. The Supplier must take appropriate precautions to comply with delivery times and delivery quantities. 如果供應商因不可抗力之因素而無法履行其合約義務，特別是交貨義務，供應商將根據第19.2條採取措施，如果不可抗力持續時間超過三（3）個月，派利可以撤銷合約。嚴重特殊傳染性肺炎大流行及其影響不再是不可預見的事件，因此它不會免除供應商的交貨義務。供應商必須採取適當的預防措施以遵守交貨時間和交貨數量。

20 Return Transport Packaging Costs 退貨運輸包裝費

20.1 The Supplier shall bear the appropriate return transport or disposal costs of the packaging of the Delivery Items. 供應商應承擔交付物包裝的適當退回運輸或處置費用。

21 Place of performance 履約地

21.1 Unless otherwise agreed, the place of performance for the Supplier's obligations to PERI is the office of PERI Taiwan Limited, 10F.-1, No. 163, Sec. 1, Keelung Rd., Xinyi Dist., Taipei City 110, Taiwan. 除非另有約定，供應商對派利義務的履行地點為派利台灣有限公司之辦公室：110台灣台北市信義區基隆路1段163號10樓之1。

22 Place of Jurisdiction and Choice of Law 管轄地和管轄法律

22.1 The exclusive – also international – place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is Taiwan Taipei District Court. PERI reserves the right to take legal action at the legal place of jurisdiction of the Supplier. The Supplier agrees to waive its rights under article 96 of the Taiwan Code of Civil Procedure. 由合約關係引起的或與之相關的所有爭議的專屬，也含國際上的管轄，其管轄地是台灣台北地方法院。派利保留在供應商的合法管轄地採取法律行動的權利。供應商同意放棄台灣民事訴訟法第96條規定的權利。

22.2 These terms and conditions and all legal relations between PERI and the Supplier are governed exclusively by the law of the Republic of China (Taiwan), excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). 這些條款和條件以及派利與供應商之間的所有法律關係僅受中華民國（台灣）法律管轄，不包括《聯合國國際商品買賣公約》。

23 Personal data 個人資料

23.1 PERI reserves the right to collect, store and use personal data within the meaning of the Personal Data Protection Act of employees of the Supplier in accordance with the PERI Data Protection Declaration, insofar as this is necessary and expedient for the fulfillment of the contractual agreement. The Supplier shall inform its affected employees of this and informs them of the PERI privacy policy. The PERI Privacy Policy is available at <https://www.peri.com/en/privacy-policy.html> and will also be made available in text form on request. 派利保留根據派利資料保護聲明收集、儲存和使用供應商員工在個人資料保護法下所指的個人資料的權利，前提是這對於履行合約義務是必要和有利的。供應商應將此事告知其受影響的員工，並告知他們派利的隱私政策。派利的隱私政策可在 <https://www.peri.com/en/privacy-policy.html> 取得，也可依要求以文本形式提供。

24 Severability clause 可分割性條款

24.1 Should individual provisions of these terms and conditions be or become ineffective or unenforceable, the remaining provisions shall remain unaffected. In such a case, the parties shall undertake to use an effective and enforceable provision instead of the invalid or unenforceable provision that is as appropriate as possible to the actual and economic purpose of these terms. The same applies to a gap in conditions. 如果這些條款及條件的個別規定為無效或不可執行，其餘規定不受影響。在這種情況下，雙方應承諾適用有效且可執行的條款以實現相同的經濟目的，而不適用無效或不可執行的條款。本條同樣適用於條款間有漏未規定時。

※本條款以英文版內容為準※

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