# TERMS AND CONDITIONS OF SALE

## 销售条款和条件

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| **1. DEFINITIONS**<br>1.1. "Application" means Seller's application for business credit extended to and signed by Buyer in connection with these Terms.<br>1.2. "Buyer" means the person or entity specified in the Order or SOW.<br>1.3. "Buyer Material" means Buyer's preexisting intellectual property provided by Buyer for the purpose of an Order or SOW.<br>1.4. "Confidential Information" means information received by the receiving party from the disclosing party which (a) is marked as "Confidential" or "Proprietary"; or (b) would reasonably be considered confidential and/or proprietary under the circumstances surrounding disclosure.<br>1.5. "Customer" means Buyer's customer, including any end user, of the Products, Software, and/or Services.<br>1.6. "Deliverables" means any work product, reports, or other deliverables developed and provided by Seller as part of the Services and required under an Order or SOW.<br>1.7. "Existing Agreement" means a mutually-executed agreement between the parties that governs the purchase and sale of the Products, Software and/or Services.<br>1.8. "Order" means a purchase order issued by Buyer to Seller for the purchase and/or use of the Products, Software, and/or Services.<br>1.9. "Products" means those products, materials, or goods described in an Order or SOW.<br>1.10. "Seller" means the selling entity specified in the Order or SOW.<br>1.11. "Seller Materials" means any and all processes, formulas, tools, ideas, concepts, methodologies, software, know-how, business practices, trade secrets, object code, source code, documentation, information and ideas developed by Seller or its licensors, and all intellectual property rights therein.<br>1.12. "Services" means those specific tasks, functions, responsibilities, Deliverables and other services described in an Order or SOW.<br>1.13. "Software" means the computer programs, operating systems, interfaces, software-as-a-service, applications or other software specified in an Order or SOW.<br>1.14. "SOW" means a document between Seller and Buyer that specifies Products and/or Services provided by Seller to Buyer.<br>1.15. "Special-Order Product" means any Product (i) that Seller procures or specially stocks for Buyer (including Products that are custom made, modified, altered, or includes special features), (ii) not readily saleable by Seller to other customers, or (iii) identified by Seller as non-cancelable or non-returnable.<br>1.16. "Terms" means these Terms and Conditions of Sale. | 1. 定義<br>1.1.「申請書」是指賣方就本條款向買方提出並由買方簽署的商業信貸申請書。<br>1.2.「買方」是指訂單或 SOW 中指定的個人或實體。<br>1.3.「買方材料」是指買方為訂單或 SOW 的目的提供的買方先前存在的知識產權。<br>1.4.「機密信息」是指接收方從披露方收到的 (a) 標記為「機密」或「專有」的信息； (b) 在圍繞披露的情況下將被合理地視為機密和/或專有的。<br>1.5.「客戶」是指買方的客戶，包括產品、軟件和/或服務的任何最終用戶。<br>1.6.「可交付成果」是指賣方開發和提供的作為服務的一部分並根據訂單或 SOW 要求的任何工作產品、報告或其他可交付成果。<br>1.7.「現有協議」是指雙方之間相互執行的協議，用於管理產品、軟件和/或服務的購買和銷售。<br>1.8.「訂單」是指買方為購買和/或使用產品、軟件和/或服務而向賣方發出的採購訂單。<br>1.9.「產品」是指訂單或 SOW 中描述的產品、材料或貨物。<br>1.10.「賣方」是指訂單或 SOW 中指定的銷售實體。<br>1.11.「賣方材料」是指賣方或其許可方開發的任何和所有流程、公式、工具、想法、概念、方法、軟件、專有技術、商業慣例、商業秘密、目標代碼、源代碼、文檔、信息和想法，以及其中的所有知識產權。<br>1.12.「服務」是指訂單或 SOW 中描述的那些特定任務、功能、責任、可交付成果和其他服務。<br>1.13.「軟件」是指訂單或 SOW 中指定的計算機程序、操作系統、接口、軟件即服務、應用程序或其他軟件。<br>1.14.「SOW」是指賣方和買方之間的文件，其中規定了賣方向買方提供的產品和/或服務。<br>1.15.「特殊訂單產品」是指任何 (i) 賣方為買方採購或專門庫存的產品（包括定製、修改、更改或包含特殊功能的產品）、(ii) 賣方不易出售給其他客戶的產品、或 (iii) 被賣方認定為不可取消或不可退貨的產品。<br>1.16.「條款」是指本銷售條款和條件。 |
| 2. **SCOPE OF AGREEMENT**. Unless there is an Existing Agreement, these Terms govern the sale, purchase and use of Products, Software, and/or Services by Buyer from Seller and, together with the Application, and each Order and SOW, constitutes the entire and separate agreement between the parties with respect to the subject matter of these Terms. If a conflict arises between or among these Terms, the Application, and an Order and/or SOW, these Terms shall prevail unless otherwise expressly agreed in writing by authorized representatives of the parties. If Buyer is accepting these Terms on behalf of another party, Buyer represents and warrants that Buyer has full authority to bind such party to these Terms. Any additional, preprinted or different terms contained on any purchase order, portal, or other communication from Buyer purporting to apply shall be deemed void and unenforceable unless expressly agreed and signed in writing by authorized representatives of both parties. Buyer's or its Customer's placement of an Order or receipt or acceptance of the Products, Software and/or Services constitute acceptance of these Terms. | 2. **協議範圍.** 除非存在現有協議，否則本條款管轄買方從賣方處銷售、購買和使用產品、軟件和/或服務，並與應用程序、每個訂單和 SOW 一起構成雙方之間與該等條款的主題有關的完整和單獨協議，。如果本條款、應用程序和訂單和/或 SOW 之間出現衝突，則以本條款為準，除非雙方的授權代表另有明確書面同意。如果買方代表另一方接受本條款，則買方聲明並保證買方擁有使該方受本條款約束的全權。除非雙方授權代表明確同意並以書面形式簽署，否則任何采購訂單、網上平臺或其他聲稱適用的買方通信中包含的任何附加、預印或不同條款均應被視為無效且不可執行。買方或其客戶下訂單或收到或接受產品、軟件和/或服務即構成對本條款的接受。 |
| 3. **ORDERS**. Seller has the right, in its sole discretion, to cancel, accept or reject any Order, in whole or in part, at any time. Any change requested by the Buyer to any aspect of the scope of an Order or SOW must be agreed in writing by both parties and may result in a price and/or delivery adjustment as determined by Seller. Seller reserves the right to implement a minimum order size of $350 per | **3.訂單.** 賣方有權自行決定隨時全部或部分取消、接受或拒絕任何訂單。買方要求對訂單或 SOW 範圍的任何方面進行的任何更改必須經雙方書面同意，並可能導致賣方決定的價格和/或交付調整。賣方保留實施每筆訂單 350 美元的最低訂單金額的權利。如果賣方授權通過修改、撤銷或第 6 條和第 16 條規定的其他方式終止或暫停全部 |

Order. If Seller authorizes that all or part of an Order or SOW be terminated or suspended by modification, rescission or as otherwise provided in Sections 6 and 16, Buyer shall pay termination charges equal to Seller's costs associated with the Order or SOW, as determined by generally accepted accounting principles, plus a reasonable profit on the entire Order or SOW. Seller's costs shall include any amount Seller must pay to its suppliers and manufacturers relating to the relevant Order or SOW. Buyer agrees it (i) must take possession and accept delivery of any Special-Order Product within ninety (90) days upon completion of Seller's delivery obligations or the Product being available for pick-up, as applicable, and (ii) cannot cancel any Order for Special-Order Product. If Buyer (a) does not take possession and/or accepts delivery of any Special-Order Product upon completion of Seller's delivery obligations or the Special-Order Product being available for pick-up, as applicable, or (b) cancels an Order for Special-Order Product, Buyer shall then pay or reimburse Seller the purchase price of the Special-Order Products plus any associated cancellation fees, including, but not limited to, any storage and transportation fees incurred by Seller. Seller may, in its discretion, require a non-refundable deposit for any Special-Order Product ordered by Buyer.

或部分訂單或 SOW，買方應支付相等於賣方因有關的訂單或 SOW 所承擔的相關成本的終止費用，一般由接受的會計原則，加上整個訂單或 SOW 的合理利潤。賣方的成本應包括賣方必須就相關訂單或 SOW 向其供應商和製造商支付的任何金額。買方同意：(i) 必須在賣方完成交付義務或產品可供提貨（如適用）後的九十 (90) 天內接管並接受任何特訂產品的交付，並且 (ii) 不能取消任何特訂產品的訂單。如果買方 (a) 在完成賣方的交付義務或特別訂單產品可供提貨（如適用）後，沒有佔有和/或接受任何特別訂單產品的交付，或 (b) 取消特別訂單產品的訂單，那麼買方應向賣方支付或償還特別訂單產品的購買價格以及任何相關的取消費用，包括但不限於賣方產生的任何儲存和運輸費用。賣方可自行決定要求買方訂購的任何特殊訂單產品的定金不予退還。

4. **SERVICES**. The Services requested by Buyer shall be specified in an Order or SOW. When applicable, Buyer shall provide Seller with sufficient, free, safe and timely access to its premises and/or system as required to provide the Services. Buyer warrants that the premises where the Services will be performed will comply with all applicable federal, state and local occupational safety, welfare and health standards, rules, and regulations. Buyer agrees to ensure, so far as is reasonably practicable, the health, safety and welfare of Seller's personnel when on Buyer's premises including, but not limited to providing and maintaining premises and systems that are, so far as is reasonably practicable; safe and without risks to health. Seller may use subcontractors to perform its contractual obligations under an Order or SOW. If Seller uses subcontractors, Seller will be solely responsible for ensuring that they comply with their respective contractual requirements. Buyer shall not supervise or direct the performance of any Seller subcontractors. Seller or Seller's subcontractors, when applicable, shall obtain and maintain the necessary licenses, certifications, and permits, specialty or otherwise, required to provide the Services. If Seller's performance of any of its obligations is prevented or delayed by Buyer: (a) Seller shall, without limiting its other rights or remedies under these Terms or as otherwise provided by law or equity, have the right to suspend or terminate performance of the Services; and (b) Buyer shall be liable for any costs and expenses sustained or incurred by Seller as a result thereof. Without limiting the foregoing, completion times referenced in an Order or SOW are only estimates.

4. **服務.** 買方要求的服務應在訂單或 SOW 中指定。在適用的情況下，買方應根據提供服務的需要，向賣方提供充分、免費、安全和及時的進入其場所和/或系統的權限。買方保證提供服務的場所將遵守所有適用的聯邦、州和地方職業安全、福利和健康標準、規則和法規。買方同意在合理可行的範圍內確保賣方人員在買方場所時的健康、安全和福利，包括但不限於在合理可行的範圍內提供和維持場所和系統的安全且無健康風險。賣方可以使用分包商來履行其在訂單或 SOW 下的合同義務。如果賣方使用分包商，賣方將全權負責確保他們遵守各自的合同要求。買方不得監督或指導任何賣方分包商的履約。賣方或賣方的分包商（如適用）應獲得並保持提供服務所需的必要執照、認證和許可證、專業認證或其他相等資格證書。如果買方阻止或延遲賣方履行其任何義務：(a) 賣方應在不限製其根據本條款或法律或衡平法另有規定的其他權利或補救措施的情況下，有權暫停或終止履行服務; (b) 買方應對賣方因此而承受或招致的任何成本和費用負責。在不限製上述規定的情況下，訂單或 SOW 中引用的完成時間僅為估計性質。

5. **PRICE**. Prices on Seller's website, catalogs or in Seller quotes are subject to change without notice. Unless otherwise extended in writing by Seller, all prices on a Seller quote will expire and become invalid upon the expiration date stated therein, provided however, Seller reserves the right to update its quote or price in the event of any increase in tariffs, levies, duties, freight or importation cost or charges, supplier pricing or surcharge, or a material exchange rate fluctuation. In such event, Seller will provide an updated quote or price and will not ship Product or provide Software or Services until Seller receives an Order with the correct price. Any manifest errors are not binding on Seller. Buyer is liable for applicable transaction taxes, including sales, use, and value-added taxes, goods and services taxes, duties, customs, tariffs, and other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Buyer (collectively, "Transaction Taxes"), regardless of when such Transaction Taxes are levied or imposed. Such Transaction Taxes shall be due whether or not included on the invoice, Order or SOW. Buyer shall provide Seller with proof of exemption from Transaction Taxes at least fifteen (15) business days before the invoice due date.

5. **價格.** 賣方網站、目錄或賣方報價中的價格如有更改，恕不另行通知。除非賣方另行書面延長，否則賣方報價中的所有價格將在其中規定的到期日到期並失效，但前提是，如果關稅、征稅、稅費、運費或進口成本或收費、供應商定價或收費有任何上漲或材料匯率波動，則賣方將提供更新的報價或價格，並且在賣方收到價格正確的訂單之前不會發貨或提供軟件或服務。任何明顯錯誤對賣方均不具有約束力。買方有責任繳納針對買方應付金額的適用交易稅，包括銷售稅、使用稅和增值稅、商品和服務稅、關稅、稅費、海關稅和其他無論如何指定的政府征收的交易費用（以及任何相關利息或罰款）（統稱為「交易稅」）由買方征收，無論此類交易稅何時征收或實施。無論是否包含在發票、訂單或 SOW 中，此類交易稅均應繳納。買方應在發票到期日前至少十五 (15) 個工作日向賣方提供免交交易稅的證明。

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| 6. **PAYMENT**. Payment for Products, Software and Services must be made (i) in the currency identified in the invoice or in its equivalent as specified in writing by Seller, and (ii) by check or wire transfer or any other means specified by Seller, at its sole discretion. Buyer shall pay any Seller invoice within thirty (30) days from invoice date without any right to offset, counterclaim, holdback or deduction. Buyer must provide notice of any payment dispute within ten (10) days of the date of the invoice or Buyer waives any right to dispute such invoice; however, any such dispute shall not delay timely payment to Seller. Seller reserves the right to require guarantees, security or payment in advance of shipment from Buyer. In the event Buyer fails to pay the total sums due on an invoice by the due date or if an Insolvency Event (as defined in section 15.4 below) occurs, the entire outstanding balance due to Seller on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of any outstanding Orders or SOWs and to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Buyer or otherwise enforcing or successfully defending these Terms. Seller may set off any amount due from Buyer from any amounts due to Buyer. Seller reserves the right to convert any payment into electronic funds at its discretion. | 6. **付款**. 產品、軟件和服務的付款必須（i）以發票中指明的貨幣或賣方書面指定的等值貨幣支付，以及（ii）通過支票或電匯或賣方指定的任何其他方式，由其自行決定。買方應在發票日期起三十（30）天內支付任何賣方發票，無任何抵消、反索賠、扣留或扣除的權利。買方必須在發票開具之日起十（10）天內就任何付款爭議發出通知，否則買方放棄對此類發票提出異議的任何權利；但是，任何此類爭議不得延遲向賣方及時付款。賣方保留要求買方在裝運前提供擔保、保證金或預付款項的權利。如果買方未能在到期日之前支付發票上的總金額，或者如果發生破產事件（定義見下文第 15.4 條），所有發票上應付給賣方的全部未清余額應加速並，所有逾期賬戶應立即到期且買方應全額支付，適用法律允許的最高收費和/或利息應適用於所有逾期賬戶從發票到期日直至買方付清所有應付的款項。除法律或衡平法規定的所有其他補救措施外，賣方還應有權暫停履行任何未完成的訂單或 SOW，並收回合理的律師費和/或從買方收取所有未支付款項或對於該等條款以其他方式的強製執行或成功辯護的其他費用。賣方可以從應付買方的任何款項中抵銷應付買方的任何款項。賣方保留自行決定將任何付款轉換為電子資金的權利。 |
| 7. **SHIPPING**. Unless otherwise agreed to in writing, (i) all Product shipments shall be FOB shipping point, and (ii) Seller may, in its sole discretion, use any commercial carriers and method and route of transportation for shipment of the Products. Buyer shall be responsible for shipping charges, including all applicable freight, shipping, insurance and handling charges, unless otherwise agreed to in writing. Title to and risk of loss of the Products passes to Buyer upon transfer to the carrier at the shipping point. Software may be delivered electronically. Shipping dates or other applicable performance dates are estimated on the basis of prompt receipt of the Order and all information, drawings and approvals required to be furnished by Buyer. In the event Buyer, verbally or in writing, confirms a delivery date with Seller but subsequently suspends the Order or is unable to accept delivery, Buyer shall reimburse Seller for all costs and expenses Seller incurs as a result thereof, including, but not limited to, reasonable storage costs. No delay in the shipment or delivery of any Products relieves Buyer of its obligations under these Terms. Seller reserves the right to make partial or early shipments without liability or penalty. Buyer shall pay for the units shipped whether such shipment is in whole, partial or early fulfillment of an Order. | 7. **運輸**。除非另有書面約定，(i) 所有產品裝運均應為 FOB 裝運點，並且 (ii) 賣方可自行決定使用任何商業承運人以及運輸方法和路線來裝運產品。除非另有書面約定，否則買方應負責運費，包括所有適用的承運費、運輸費、保險費和手續費。產品的所有權和毀損風險在轉移到裝運點的承運人後轉移給買方。軟件可以通過電子方式交付。發貨日期或其他適用的履行日期是在及時收到訂單以及買方要求提供的所有信息、圖紙和批準的基礎上估算的。如果買方以口頭或書面形式與賣方確認交貨日期但隨後暫停訂單或無法接受交貨，買方應向賣方償還由此產生的所有成本和費用，包括但不限於，合理的存儲成本。任何產品的裝運或交付的延遲都不能免除買方在本條款下的義務。賣方保留分批裝運而不承擔責任或罰款的權利。買方應為所裝運的單位付款，無論此類裝運是全部或部分或提前履行訂單。 |
| 8. **ACCEPTANCE**. Buyer shall be deemed to have accepted the Products and Services unless written notice of rejection is given to the Seller within five (5) business days from date of delivery. | 8. **接受**。除非在交付之日起五 (5) 個工作日內向賣方發出書面拒絕通知，否則買方應被視為已接受產品和服務。 |
| 9. **RETURNS**. Product returns shall be made pursuant to Seller's Product Return Policy, published at www.rahisystems.com.tw, as modified from time to time. Seller reserves the right to apply a re-stocking fees to any Product returns. Software cannot be returned without Seller's express prior written authorization. | 9. **退貨**。產品退貨應根據在 www.rahisystems.com.tw 上發布的不時修改的賣方產品退貨政策進行。賣方保留對任何產品退貨收取進貨費的權利。未經賣方明確的事先書面授權，不得退回軟件。 |
| 10. **SHORTAGES**. Buyer shall submit all claims for shortages in writing to Seller within ten (10) days of receiving the Products; otherwise such claims will be deemed waived. Quantities are subject to normal manufacturer allowances. In the case of wires and cables, such allowances are plus 10% and minus 5%. | 10. **短缺**。買方應在收到產品後十 (10) 天內以書面形式向賣方提交所有短缺索賠；否則，此類索賠將被視為放棄。數量受製於正常的製造商允許範圍內。對於電線和電纜產品，該等允許範圍可超出數量大約 10% 和低於其大約 5%。 |
| 11. **RECOMMENDATIONS.** Buyer acknowledges and agrees that any drawings, designs, suggestions, recommendations, or advice as to any products, software, or services including installation or use recommendations (collectively, "Recommendations") are provided "as is" and are for informational and conceptual purposes only. Buyer acknowledges that in the event it follows any such Recommendations, it does so at its own risk and agrees that Seller will not be liable for any damage, claims, liabilities, or losses | 11. **建議**。買方承認並同意，關於任何產品、軟件或服務的任何圖紙、設計、建議、推薦或提議，包括安裝或使用建議（統稱為「建議」）均「按原樣」提供，僅純粹供參考和概念目的。買方承認，如果其遵循任何此類建議，其後果自負，並同意賣方不對買方或任何第三方因買方遵循任何建議直接或間接遭受的任何損害、索賠、賠償責任或損失承擔責任。任何法律或監管合規義務應由買方全權 |

suffered by Buyer or any third party, directly or indirectly, due to Buyer following any Recommendations. Any legal or regulatory compliance obligations shall remain Buyer's sole responsibility, and nothing herein is intended to shift any such burden from Buyer to Seller.

12. **WARRANTY.**

12.1. **Product and Software Warranty.** Seller is only a reseller of Products and Software and shall transfer and assign to Buyer any and all transferable warranties made to Seller by the manufacturer of the Products and Software. Unless otherwise specified in a writing signed by Seller, Seller provides no independent warranty for any Products and Software. Buyer's sole and exclusive remedy for any alleged non-conforming part, defect, failure, inadequacy, or breach of any warranty related to Products and Software (collectively, "Defects") shall be limited to those warranties and remedies provided by the manufacturers or licensor thereof. Seller is not responsible for obtaining or paying for access to, or uninstalling, installed Products, delivering replacement Products to the installation site, or installing replacement Products. Seller's obligations under this Section 12.1 will be void unless Buyer provides Seller with notice of the Defect within 30 days of the date Buyer discovered or should have discovered the Defect. Buyer shall contact Seller prior to contacting the manufacturer or licensor. In the event Buyer provides notice of a Defect to the manufacturer or licensor, Buyer shall immediately notify and engage Seller on any and all discussions and actions to be taken with such manufacturer. Seller DOES NOT WARRANT that the Software will be free from errors or defects, will meet Buyer's needs, or will operate without interruption. Seller DOES NOT WARRANT that the Software will provide fail-safe performance when used in hazardous environments, including any application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage. If Seller supplies any Products and Software which include open source software, Seller is not liable for defects in title or quality of the information, software or documentation, or for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable.

12.2. **Private Label Product Warranty.** Solely as it pertains to those Products with Seller's private label brands (collectively "Private Label Products"), Seller warrants that the Private Label Products are new and are free from defects in material and workmanship under normal use and conditions for a period of one (1) year from the original invoice date. If the Private Label Products fail to conform with the foregoing warranty during the warranty period, Buyer shall promptly notify Seller and Seller will, at its option and as Buyer's sole and exclusive remedy, either (i) repair or replace the defective Private Label Products; or (ii) refund to Buyer the amount paid for the defective Private Label Products.

12.3. **Services Warranty.** Seller warrants that the Services it provides will be performed in a professional manner consistent with relevant industry standards. Provided Buyer notifies Seller in writing and in sufficient detail of a breach of the Services warranty in this section 12.3 within fifteen (15) days after provision of the non-conforming Services, Seller will, at its option, (a) re-perform the Services at no additional cost to Buyer or (b) credit Buyer the fees actually paid to Seller associated with the non-conforming Services. This is Buyer's sole and exclusive remedy, and Seller's sole and exclusive liability, with respect to any breach of warranty relating to the Services it provides. This Services warranty is personal to Buyer and may not be assigned, transferred or passed-through to any third party.

12.4. **Forfeiture of Warranty.** The warranties described herein do not cover wear and tear and shall be ineffective and not apply to those Products, Software and Services that have been subjected to misuse, abuse, neglect, accident, damage, improper installation, unauthorized modification, or improper or unauthorized maintenance or repair, including, but not limited to, use, maintenance or repair not in accordance with the manufacturer's or other provider's specifications, license or instructions.

12.5. **Buyer's Information.** Buyer acknowledges and agrees that, in performing its obligations under these Terms, Seller will rely upon the accuracy and completeness of the information and documentation

負責，本協議的任何內容均無意將任何此類負擔從買方轉移到賣方。

12. 保證。

12.1. 產品和軟件保修。賣方只是產品和軟件的經銷商，應將產品和軟件製造商向賣方作出的任何及所有可轉讓保證轉讓和轉移給買方。除非在賣方簽署的書面文件中另有規定，否則賣方不對任何產品和軟件提供獨立保證。買方對任何聲稱的不合格部件、缺陷、故障、不足或違反與產品和軟件相關的任何保證（統稱為「缺陷」）的唯一和排他性補救措施應限於製造商或其許可方提供的保證和補救措施。賣方不負責獲取或支付訪問或卸載已安裝產品、將更換產品交付到安裝地點或安裝更換產品的責任。除非買方在買方發現或應該發現缺陷之日起 30 天內向賣方發出缺陷通知，否則賣方在本第 12.1 條項下的義務將無效。買方應在聯系製造商或其許可方之前聯系賣方。如果買方向製造商或其許可方提供缺陷通知，買方應立即通知賣方並讓賣方參與該製造商進行的任何和所有討論和采取的行動。賣方不保證軟件沒有錯誤或缺陷、滿足買方的需求或運行不會中斷。賣方不保證軟件在危險環境中使用時將提供故障安全性能，包括軟件故障可能直接導致死亡、人身傷害或嚴重物理或財產損失的任何應用程序。如果賣方提供包含開源軟件的任何產品和軟件，賣方不對信息、軟件或文檔的所有權或質量缺陷或確保其正確、準確、無第三方財產權和版權負責，完整和/或可用。

12.2. 自有品牌產品保修。僅當涉及賣方自有品牌的產品（統稱為「自有品牌產品」）時，賣方保證品牌產品是全新的，在正常使用和條件下自相關發票日期起一（1）年內沒有材料和工藝缺陷。如果自有品牌產品在保修期內不符合上述保證，買方應立即通知賣方，賣方將根據其選擇並作為買方的唯一和排他性補救措施，要麼 (i) 修理或更換有缺陷的自有品牌產品；或 (ii) 向買方退還買方為有缺陷的自有品牌產品支付的金額。

12.3. 服務保證。賣方保證其提供的服務將以符合相關行業標準的專業方式提供。如果買方在提供不合格服務後的十五 (15) 天內以書面且足夠詳細的形式通知賣方違反本節第 12.3 條中的服務保證，賣方將根據自己的選擇，(a) 重新執行買方無需支付額外費用的服務或 (b) 將實際支付給賣方的與不合格服務相關的費用以積分的方式供買方享有。對於違反與其提供的服務有關的任何保證，這是買方的唯一和排他性補救措施，也是賣方的唯一和排他性責任。本服務保證對買方而言是個人的，不得轉讓、轉移或傳遞給任何第三方。

12.4. 保修失效。此處所述的保證不涵蓋自然磨損，並且將無效且不適用於遭受誤用、濫用、疏忽、事故、損壞、安裝不當、未經授權的修改或不當、未經授權的維保或修理不當的產品、軟件和服務，包括但不限於不按照製造商或其他供應商的規範、許可或說明使用，維保或修理。

12.5. 買家信息。買方承認並同意，在履行本條款項下的義務時，賣方將依賴買方提供的信息和文件的準確性和完整性，並且賣方的績效取決於買方提供的完整和準確的信息和數據。買方有責任確保產品、軟件和服務符合其要求，並且所有規格和數量均正確無誤。

Buyer provides, and that Seller's performance is dependent on Buyer's provision of complete and accurate information and data. It is Buyer's responsibility to ensure that the Products, Software, and Services are the ones that it has requested and that all specifications and quantities are correct.

12.6. **DISCLAIMER**. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND EXCLUDES, AND BUYER WAIVES, ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST REDHIBITORY DEFECTS, CONFORMITY TO ANY REPRESENTATION, DESCRIPTION, OR SPECIFICATION, PERFORMANCE, NON-INFRINGEMENT, AND OF ANY OTHER TYPE, REGARDLESS OF WHETHER ARISING BY LAW (STATUTORY OR OTHERWISE), COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER LEGAL OR EQUITABLE BASIS. IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED BY LAW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LESSER OF THE APPLICABLE WARRANTY PERIOD OR THE MINIMUM PERIOD REQUIRED BY LAW. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS, SOFTWARE, AND SERVICES ARE PROVIDED "AS IS" EXCEPT TO THE EXTENT THE MANUFACTURER OR LICENSOR HONORS ANY WARRANTY EXPRESSLY MADE BY IT.

## 13. PROPRIETARY RIGHTS. LICENSE.

13.1. **Intellectual Property Ownership.** Each party shall retain ownership of all right, title and interest in and to its pre-existing intellectual property, Confidential Information, materials and/or Deliverables. Buyer grants to Seller a fully paid-up, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use Buyer Material to perform its obligations during the term of the applicable SOW or Order. Upon payment in full of the applicable fees, Seller grants Buyer a fully paid-up, limited, non- exclusive, non-assignable, non-transferable, non-sublicensable, perpetual license to use and reproduce, for Buyer's own internal business operations, the Deliverables (and any Seller Materials solely as provided by Seller as part of the Deliverables). Services will not be interpreted as "work for hire".

13.2. **Software License.** If applicable, Buyer shall be granted a limited license to use any Software strictly pursuant to the license agreement provided by the Product or Software manufacturer, and Buyer shall be bound by and comply with and ensure that its Customer complies with, at all times, any license terms pertaining to such Product or Software. If applicable, unless otherwise agreed to in writing, Software associated with a Product is licensed and not sold to Buyer. Buyer shall, and shall cause its Customer to (i) comply with any applicable laws, regulations, industry standards and third party rights in connection with its access to and use of the Software; (ii) accept and comply with all obligations contained in the license agreement provided by the Product or Software manufacturer; and (iii) use reasonable and diligent efforts pursuant to industry standards to protect and maintain user information collected by Buyer's applications, including personally-identifiable information, from unauthorized access or use. Buyer shall not, and Buyer shall instruct its Customer to not: (i) transfer, assign or sublicense the Software, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, subscription, hosting, or outsourcing the Software, except as specifically set forth herein; (ii) use the Software for any unauthorized purpose; (iii) attempt to create any derivative version thereof; (iv) remove or modify any marking or notice on or displayed through the Software or documentation; or (v) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form. In the event Software and/or Services are provided and accessed by Buyer through the internet at a website provided by Seller, Buyer acknowledges and agrees that Seller is not responsible for (i) Buyer's access to the internet, (ii) any breaches of security, interruptions and/or interceptions of

12.6. **免責聲明。**前述保證是屬於排他且替代性的,賣方否認和排除以及買方放棄任何類型的所有其他明示和暗示的保證,包括但不限於對適銷性的保證、對特定目的的適用性、對禁止性缺陷的保證、與任何陳述、描述或規範的一致性、性能、非侵權和任何其他類型保證,無論是由法律(法定或其他方式)、行為過程、交易過程或任何其他法律或公平的基礎引起的。如果法律不允許免責聲明,則此類明示或暗示的保證應限於適用的保修期或法律規定的最短期限,以較短者為準。除本文另有規定外,產品、軟件和服務均按「原樣」提供,但製造商或許可方尊重其明確作出的任何保證的情況除外。

## 13. 專有權利。許可。

13.1. **知識產權所有權。**每一方都應保留其先前存在的知識產權、機密信息、材料和/或可交付成果的所有權利、所有權和利益的所有權。買方授予賣方全額付款、非排他性、不可轉讓、不可轉移、不可再許可的許可,以使用買方材料在適用的 SOW 或訂單期限內履行其義務。在全額支付適用費用後,賣方授予買方一項已付清的、有限的、非排他性的、不可轉讓的、不可轉移的、不可再許可的、永久的使用和復製許可,用於買方自己的內部業務運營,可交付成果(以及僅由賣方作為可交付成果的一部分提供的任何賣方材料)。服務不會被解釋為「雇傭工作」。

13.2. **軟件許可。**如果適用,買方應獲得嚴格按照產品或軟件製造商提供的許可協議使用任何軟件的有限許可,買方應受其約束並遵守並確保其客戶始終遵守任何與此類產品或軟件相關的許可條款。如果適用,除非另有書面約定,與產品相關的軟件是授權許可的,而不是所有權出售給買方的。買方應並應促使其客戶 (i) 遵守與其訪問和使用軟件相關的任何適用法律、法規、行業標準和第三方權利;(ii) 接受並遵守產品或軟件製造商提供的許可協議中包含的所有義務;(iii) 根據行業標準采取合理和勤勉的努力來保護和維護買方應用程序收集的用戶信息,包括個人身份信息,免遭未經授權的訪問或使用。買方不得且買方應指示其客戶不得:(i) 將軟件或其許可權轉讓、轉移或再許可給任何其他人、組織或實體,包括通過租賃、分時、訂閱、托管或外包軟件,除非在此特別規定;(ii) 將軟件用於任何未經授權的目的;(iii) 嘗試創建其任何衍生版本;(iv) 刪除或修改軟件或文檔上或通過軟件或文檔顯示的任何標記或通知;(v) 反編譯、解密、逆向工程、反匯編或以其他方式將其簡化為人類可讀的形式。如果買方通過互聯網訪問由賣方提供的網站上所提供的軟件和/或服務,買方承認並同意賣方不對 (i) 買方訪問互聯網,(ii) 任何違反安全的行為負責、互聯網信息或通信的中斷和/或攔截,以及 (iii) 互聯網數據的更改或丟失。此外,買方承認無法保證通過互聯網傳輸的安全性。

information or communication through the internet, and (iii) changes or losses of data through the internet. Further, Buyer acknowledges that security of transmissions over the internet cannot be guaranteed.

14. **INDEMNIFICATION.**

14.1. **By Seller.** Seller hereby transfers any intellectual property indemnity from the manufacturer of Products, Software, and Services to Buyer. Seller's obligation to indemnify Buyer shall not be greater than the intellectual property indemnity provided by the manufacturer of such Products, Software, and Services and shall only apply if Buyer complies with section 14.3 herein. In the event of any such infringement claim, Seller shall, as Buyer's sole and exclusive remedy, and at Seller sole option: (i) procure for Buyer the right to continue using the affected Products, Software or Services; (ii) replace the affected Products, Software, or Services with non-infringing Products, Software or Services; (iii) modify the affected Products, Software, or Services so they are non-infringing; or (iv) if fees were paid in advance, refund any prepaid fees associated with the affected Products, Software, or Services. Seller's indemnification obligation does not apply if (a) Seller followed Buyer's specifications, instructions or designs relating to the Products, Software or Services; (b) Buyer continued to use the Products, Software or Services after Seller informed Buyer of modifications required to avoid infringement; or (c) the alleged infringement results from Buyer's misuse, modification or enhancement of the Products, Software, and/or Services, whatever the case may be, or from the use of such in combination with other products not provided or approved by Seller.

14.2. **By Buyer.** Buyer shall indemnify and defend Seller and its affiliates, directors, officers, affiliates, employees, agents, successors, and permitted assigns ("Indemnitees") against any claims, demands, damages, liabilities and expenses (including court costs and reasonable attorneys' fees) that Indemnitees incur as a result of or in connection with: (a) any third-party claims arising from Buyer's: (i) failure to obtain any consent, authorization or license required for Indemnitees' use of Buyer Materials; (ii) use of the Products, Software, or Services in any manner (e.g., solely or in combination) not expressly permitted by these Terms or the applicable license agreement or specifications provided by the Product and/or Software manufacturer or provider of Services; (iii) misuse, modifications, enhancements, or programming to the Products, Software, Services; (iv) breach of its obligations, representations, and warranties under these Terms; or (v) gross negligence or other act or omission in connection with the performance of its obligations under these Terms; (b) Indemnitees' compliance with any technology, designs, instructions or requirements, including any specifications provided by Buyer or a third party on Buyer's behalf; and (c) any reasonable costs and attorneys' fees and expenses required for Indemnitees to respond to a subpoena, court order or other official government inquiry regarding Buyer's use of the Products, Software, or Services.

14.3. **Notification.** The indemnified party shall: (i) provide prompt written notice to the indemnifying party; (ii) reasonably cooperate in connection with the defense or settlement of the claim, including providing all reasonable information and assistance at the indemnifying party's cost; and (iii) give the indemnifying party sole control over the defense and settlement of the claim, provided that any settlement of a claim shall not include a specific performance obligation or admission of liability by the indemnified party. Failure to provide timely notice that prejudices the indemnifying party shall relieve the indemnifying party of its obligations under these Terms to the extent the indemnifying party has been prejudiced and the failure to provide timely notice shall relieve the indemnifying party of any obligation to reimburse the indemnified party for its attorney's fees incurred prior to notification.

14.4. The foregoing indemnities are personal to Seller and Buyer and may not be transferred or assigned to anyone. This section 14 states the parties' exclusive remedies for any claims arising under sections 14.1 and 14.2, other than any remedies that may be available against third party manufacturers or providers of the Products, Software or Services.

**14. 賠償。**

**14.1. 由賣方。** 賣方特此將產品、軟件和服務製造商的任何知識產權賠償轉讓給買方。賣方對買方的賠償義務不得超過此類產品、軟件和服務的製造商提供的知識產權賠償，並且僅在買方遵守本協議第 14.3 條的情況下才適用。如果發生任何此類侵權索賠，作為買方的唯一和排他性補救措施，買方應且可自行選擇： (i) 為買方取得繼續使用受影響產品、軟件或服務的權利； (ii) 用不侵權的產品、軟件或服務替換受影響的產品、軟件或服務； (iii) 修改受影響的產品、軟件或服務，使其不侵權； (iv) 如果費用是提前支付的，則退還與受影響的產品、軟件或服務相關的任何預付費用。在以下任何情況下，賣方的賠償義務不適用 (a) 賣方遵循買方關於產品、軟件或服務的規格、說明或設計； (b) 在賣方通知買方避免侵權所需的修改後，買方繼續使用產品、軟件或服務； (c) 所謂的侵權是由於買方對產品、軟件和/或服務的濫用、修改或增強（無論情況如何），或因與賣方未提供或批準的其他產品結合使用而導致的。

**14.2. 由買方。** 買方應對賣方及其附屬公司、董事、高級職員、附屬公司、雇員、代理人、繼承人和允許的受讓人（「受償人」） 因以下原因或與之相關而遭受的任何索賠、要求、損害、責任和費用（包括法庭費用和合理的律師費）進行賠償和辯護： (a) 由買方的以下各項引起的任何第三方索賠： (i) 未能獲得受償人使用買方材料所需的任何同意、授權或許可； (ii) 以本條款或產品和/或軟件製造商或服務提供商提供的適用許可協議或規範未明確允許的任何方式（例如單獨或組合）使用產品、軟件或服務； (iii) 對產品、軟件、服務的濫用、修改、增強或編程； (iv) 違反其在本條款項下的義務、陳述和保證； (v) 與履行本條款項下的義務有關的重大過失或其他作為或不作為； (b) 受償方遵守任何技術、設計、說明或要求，包括買方或代表買方的第三方提供的任何規範； (c) 受償人在回應有關買方使用產品、軟件或服務的傳票、法院命令或其他官方政府調查時所需的任何合理成本和律師費和開支。

**14.3. 通知。** 受償方應： (i) 及時向賠償方發出書面通知；(ii) 就索賠的抗辯或和解進行合理合作，包括以賠償方的費用提供所有合理的信息和協助；(iii) 給予賠償方對索賠的抗辯和和解的唯一控製權，前提是任何索賠的和解不應包括被賠償方的具體履約義務或承認責任。未能及時提供損害賠償方的通知應免除賠償方在賠償方受到損害的範圍內其在本條款下的義務，未能及時提供通知應免除賠償方向受償方承擔發出通知之前發生的律師費的任何補償義務。

**14.4.** 上述賠償是賣方和買方個人的，不得轉讓或分配給任何人。第 14 條規定了雙方針對第 14.1 條和第 14.2 條引起的任何索賠的排他性補救措施，但可針對產品、軟件或服務的第三方製造商或供應商提供的任何補救措施除外。

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| 15. **LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THESE TERMS OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS, SOFTWARE, OR SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS, SOFTWARE, AND/OR SERVICES GIVING RISE TO THE CLAIM. | 15. 責任限製。在法律允許的最大範圍內，賣方在任何情況下均不對任何利潤損失、業務損失、收入損失、延誤損害賠償或任何其他特殊的、偶然的、物質的、間接的、懲罰性的、繼起的、或如果雙方知道此類損害的可能性以及此類損害是否可以預見。此外，在法律允許的最大範圍內，賣方對因本條款或產品、軟件或服務的製造、銷售、交付或使用（包括過失以及嚴格責任）、失實陳述、違反合同或其他方式，不得超過為引起索賠的產品、軟件和/或服務實際支付的金額。 |
| 16. **TERMINATION AND SUSPENSION**.<br>16.1. In addition to and subject to Seller's rights set forth in section 6, in the event of any material breach of these Terms, Order, or SOW by either party, the non-breaching party may cancel the applicable Order or SOW by giving thirty (30) days' prior written notice thereof; unless the party in breach has cured the breach prior to the expiration of the thirty (30) day period.<br>16.2. In the event Seller or Buyer terminates an Order, Buyer shall not be entitled to any refund or credit of fees paid or payable hereunder. Buyer shall remain liable for Payment of invoices for Products and Software already delivered and Services already performed and for the fees and costs described in section 3 above, and payment of any manufacturer cancellation charges for unshipped items. In the event an Order is terminated, all licenses granted therein shall also terminate. Subject to the limitations and other provisions of these Terms, any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms.<br>16.3. In addition to any other remedies provided under these Terms or applicable law, Seller may exercise any reclamation rights and/or suspend or terminate an Order or SOW with immediate effect if Buyer: (i) fails to pay any amount owed to Seller when due; (ii) fails to comply with any of its obligations herein; (iii) experiences an adverse change in financial position or becomes a credit risk; or (iv) becomes insolvent, receivership, reorganization or assignment for the benefit of creditors, to the extent permissible under law (each, an "Insolvency Event"). | 16. 終止和暫停。<br>16.1. 除了第 6 條規定的賣方權利外，如果任何一方嚴重違反本條款、訂單或 SOW，非違約方可以通過給予三十（30））提前數天的書面通知；除非違約方在三十（30）天期限屆滿之前糾正了違約行為。<br>16.2. 如果賣方或買方終止訂單，買方無權獲得本協議項下已支付或應付費用的任何退款或貸記。買方仍應負責支付已交付的產品和軟件以及已履行的服務的發票以及上文第 3 節中所述的費用和成本，以及支付任何製造商未裝運項目的取消費用。如果訂單終止，其中授予的所有許可也將終止。在遵守本條款的限製和其他規定的情況下，任何為使其意圖產生適當效力而應在此類到期或終止後繼續有效的規定，應在本條款到期或提前終止後繼續有效。<br>16.3. 除了本條款或適用法律規定的任何其他補救措施外，賣方可自行立刻行使任何追償權和/或暫停或終止訂單或 SOW 如果買方：（i）未能在到期時支付欠賣方的任何款項；（ii）未能遵守其在此的任何義務；（iii）財務狀況發生不利變化或成為信用風險；（iv）在法律允許的範圍內，為了債權人的利益而破產、接管、重組或轉讓（每個，破產事件」）。 |
| 17. **CONFIDENTIALITY.** The receiving party shall protect the disclosing party's Confidential Information with the same degree of care as the receiving party normally uses in the protection of its own Confidential Information, but in no case with any less degree than reasonable care. The receiving party shall not disclose to any third party any Confidential Information it receives from the disclosing party. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party; (iii) was known by the receiving party prior to its receipt without any breach of any confidentiality obligations; or (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information. If the receiving party becomes legally obligated to disclose any Confidential Information by subpoena, court order or other lawful government action, the receiving party may disclose the Confidential Information only to the extent so ordered and, to the extent permitted by law, after providing prompt written notification to the disclosing party of the pending disclosure. Neither party may use such Confidential Information in any way for any purpose, except as authorized under the Order or SOW. Either party may disclose Confidential Information to its auditors or attorneys under an obligation of confidentiality no less stringent, or Seller to its affiliates and/or third parties on a need-to- | 17. 保密。接收方應以與接收方在保護其自己的機密信息時通常使用的謹慎程度相同的謹慎程度來保護披露方的機密信息，但在任何情況下都不得低於合理謹慎程度。接收方不得向任何第三方披露其從披露方收到的任何機密信息。機密信息不包括以下信息：(i) 除接收方的作為或不作為外，可公開獲得；(ii) 在其披露後合法地從第三方收到；(iii) 在未違反任何保密義務的情況下，接收方在收到之前就已知曉；(iv) 由接收方獨立開發，未使用披露方的機密信息。如果接收方因傳票、法院命令或其他合法的政府行為而在法律上有義務披露任何機密信息，則接收方只能在如此命令的範圍內披露機密信息，並且在法律允許的範圍內，針對該等將披露的機密信息向披露方提供及時的書面通知後的情況下。任何一方均不得以任何方式將此類機密信息用於任何目的，訂單或 SOW 授權的除外。任何一方都可以在必要的情況下，根據保密義務向其審計員或律師披露機密信息，或向其附屬公司和/或第三方披露保密信息。如果賣方提議從特定製造商處出售買方產品、軟件或服務，買方不得直接從該製造商處購買此類產品、軟件或服務，除非賣方事先提供書面批準。 |

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| know basis to the extent necessary. If Seller offers to sell Buyer Products, Software, or Services from a specific manufacturer, Buyer shall not purchase such Products, Software, or Services directly from said manufacturer unless Seller provides prior written approval. | |
| 18. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable laws, rules and regulations, including but not limited to, anti-bribery and anti-corruption, anti-money laundering, anti-human trafficking and slavery, environmental protection, and health and safety. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from any loss or damage arising from its violation of any such laws, rules, and regulations. Furthermore, Buyer shall not use, transfer or access any Products, Software, or Services for end use relating to any nuclear, chemical or biological weapons, or missile technology. | 18. **遵守法律。**各方應遵守所有適用的法律、規則和法規，包括但不限於反賄賂和反腐敗、反洗錢、反人口販賣和奴役、環境保護，以及健康和安全。在法律允許的範圍內，買方應賠償賣方因違反任何此類法律、規則和法規而造成的任何損失或損害，並使賣方免受損害。此外，買方不得使用、轉讓或訪問任何產品、軟件或服務以用於與任何核、化學或生物武器或導彈技術相關的最終用途。。 |
| 19. **PRIVACY.** Each party shall comply with all applicable laws governing the collection, use and disclosure of personal data (as defined by applicable domestic and international data protection laws) and must obtain any required consents with respect to the handling of personal data as required by law. Buyer acknowledges that Seller's ultimate holding entity is headquartered in the United States and operates globally, and that data collected by Seller from Buyer in connection with these Terms may be transferred into and/or processed in the United States or other locations by Seller or an authorized third party/subcontractor, and Buyer expressly consents to such transfer and processing. | 19. **隱私。**每一方都應遵守所有適用於收集、使用和披露個人數據（由適用的國內和國際數據保護法定義）的法律，並且必須根據法律要求就處理個人數據獲得任何必要的同意。買方承認賣方的最終持控方的總部位於美國並在全球範圍內運營，賣方從買方收集的與本條款有關的數據可能會由賣方或其授權的第三方/分包商傳輸到美國或其他地點並在其中處理，買方明確同意此類傳輸和處理。 |
| 20. **FORCE MAJEURE.** Seller shall not be liable for any failure to perform its obligations under an Order or SOW resulting directly or indirectly from, or contributed to or by acts of God, acts of terrorism, civil or military authority, epidemic or pandemic, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure raw material or transportation facilities, hacking or other malicious attack, dissolution of the applicable manufacturer's business, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control. | 20. **不可抗力。**對於賣方因直接或間接導致的或促成的天災、恐怖主義、民事或軍事當局、流行病或大流行病、火災、罷工或其他勞資糾紛、事故、洪水、戰爭、暴亂、無法確保原材料或運輸設施、黑客或其他惡意攻擊、適用製造商業務的解散、承運人的作為或不作為，或超出賣方合理控製範圍的任何其他情況，而未能履行訂單或SOW中的義務，則賣方將無需承擔任何責任。 |
| 21. **LAW. VENUE.** These Terms and any transactions contemplated herein shall be governed according to the substantive laws of the Republic of China, Taiwan without regard to principles of conflicts of law, and shall not be governed by the U.N. Convention on the International Sale of Goods. Any issue, dispute or controversy between the parties, including with respect to contract existence, validity or termination or the interpretation of these Terms, that cannot be commercially resolved by the parties, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause and the parties hereby submit to the exclusive jurisdiction of SIAC. Arbitration proceedings shall be conducted before a sole arbitrator to be mutually appointed by the parties. The seat of arbitration shall be Singapore. The language to be used in the arbitration shall be English. Notwithstanding the foregoing, if Seller is sued in any other jurisdiction or forum (including but not limited an arbitration proceeding) for matters related to any Products, Software or Services sold to Buyer, Seller shall have the right to join Buyer as a party to any such proceeding, and Buyer hereby consents to such joinder. | 21. **法律。管轄地。**本條款和本協議中擬進行的任何交易應受中華民國，臺灣，實體法管轄，不考慮法律沖突原則，不受聯合國國際貨物銷售公約管轄。雙方之間無法通過商業途徑解決的任何問題、爭議或爭論，包括合同存在、有效性或終止或本條款的解釋，均應提交仲裁並最終解決由新加坡國際仲裁中心（「SIAC」）根據當時有效的 SIAC 仲裁規則進行管理，該等規則被視為通過引用納入本條款，雙方特此服從新加坡國際仲裁中心的專屬管轄權。仲裁程序應由雙方共同指定的獨任仲裁員進行。仲裁地為新加坡。仲裁語言為英語。盡管有其他約定，若賣方就有關銷售給買方的任何產品、軟件或服務的相關事宜而被起訴到任何其他法域或者法庭（包括但不限於仲裁），則賣方有權加入買方作為該等程序的一方參與此程序，買方在此同意賣方的加入權。 |
| 22. **RELATIONSHIP OF PARTIES.** The parties are independent contractors and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. A person who is not a party to an Order or SOW shall not have any benefit or rights under or in connection with either. | 22. **各方關系。**雙方均為獨立承包商，並明確否認任何合夥、特許經營、合資、代理、雇主/雇員、受托人或其他特殊關係。非訂單或 SOW 一方的人不得享有任何利益或權利，或與之相關的任何利益或權利。 |
| 23. **GENERAL.** These Terms shall be construed and interpreted without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. No amendments, modifications, waivers, rescission or termination of these Terms can be made through the parties' course of dealings and no such change can be made except | 23. **一般。**本條款的詮釋和解釋不應考慮任何要求對起草文書或導致起草任何文書的一方進行詮釋或解釋的推定或規則。不得通過雙方的交易過程對本條款進行修訂、修改、棄權、撤銷或終止，除非以書面形式並由雙方授權代表簽署，否則不得進行此類更改。一方未能根據本條款行使任何權利或補救措施不應被視為放棄此類權利 |

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| in writing and signed by authorized representatives of the parties. Failure by a party to exercise any right or remedy under these Terms shall not be deemed a waiver of such right or remedy unless in writing signed by the party, nor shall any waiver be implied from the acceptance of any payment. No waiver by a party of any right shall extend to or affect any other right, nor shall a waiver by a party of any breach extend to any subsequent breach. Buyer shall not assign an Order or SOW, by operation of law or otherwise, without the express written approval of Seller. Any attempt to assign or transfer all or any part of these Terms without first obtaining that written consent will be void or voidable, at Seller's election. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited, read down, severed or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions shall remain in full force and effect. Buyer acknowledges that the terms or content of any hyperlinked document, as amended from time to time, are incorporated in these Terms by reference and that it is Buyer's responsibility to review the terms or content in the hyperlinks referenced. All notices under these Terms must be in writing (e.g., e-mail or physical mail) and addressed to the other party at its address set forth in the Order or SOW. | 或補救措施，除非該方以書面形式簽署，此外接受任何付款也不暗示任何放棄。任何一方對任何權利的放棄均不得延伸至或影響任何其他權利，任何一方對任何違約行為的放棄均不得延伸至任何後續違約。未經賣方明確書面批準，買方不得通過法律或其他方式轉讓訂單或 SOW。任何在未事先獲得書面同意的情況下轉讓或轉移本條款的全部或任何部分的嘗試均無效或可撤銷，由賣方選擇。本條款中在任何司法管轄區被禁止或無法執行的任何規定，就該司法管轄區而言，應在該司法管轄區要求的最低限度內受到限製、閱讀、分割或消除，其余規定應保持完全有效。買方承認，不時修訂的任何超鏈接文件的條款或內容通過引用納入本條款，並且買方有責任查看引用的超鏈接中的條款或內容。本條款項下的所有通知都必須采用書面形式（例如，電子郵件或實體郵件），並按照訂單或 SOW 中規定的地址發送給另一方。 |
| 24. **LANGUAGE.** These Terms have been prepared in both Chinese and English. The prevailing language of these Terms is English and any dispute arising from or in relation to these Terms will be settled to the extent permitted by law based on the English version of these Terms. | **24. 語言。** 本條款以中文和英文編製。本條款的通行語言是英語，因本條款引起的或與本條款有關的任何爭議將在法律允許的範圍內根據本條款的英文版本解決。 |