

PURCHASE ORDER TERMS AND CONDITIONS
採購訂單條款與細則

1. **Definitions.**

定義。

“Abbott” means Abbott Laboratories Service Corp., Taiwan Branch, a branch office established in Taiwan by a U.S. corporation.

「Abbott」指美商亞培股份有限公司台灣分公司，一家由美國公司在台灣設立的分公司。

“Affiliate” means, with respect to a Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party.

「關係企業」指相對於一方而言，直接或間接透過一個或多個仲介結構控制、受控於該方或與該方處於共同控制下的公司或任何其他實體。

“Authority” means (a) any supranational, multinational, national, federal, provincial, territorial, regional, state, county, municipal, local or other governmental or public department, commission, council, central bank, court, arbitral body with legal jurisdiction, commission, board, tribunal, bureau, agency or instrumentality, whether domestic or foreign, (b) any subdivision or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or tax authority under, or for the account of, any of the above.

「機關」指 (a) 任何超國家、跨國、國家聯邦、省級、領域級、地區級、州級、縣級、自治級、地方或其他政府或公共部門、委員會、理事會、中央銀行、法院、擁有司法管轄權的仲裁機構、委員會、董事會、裁判所、辦事處、機構或部門，不論是國內還是國外，(b) 任何前述機關的分支機構或授權機構，或 (c) 在上述機構的管理下或代表上述機構行使監管、徵收或稅務權限的半政府或私人機構。

“Delivery Date” means the deadline, delivery or performance date for the products in the Order

Details or Supplemental Agreement.

「交付日期」指訂單詳情或《補充協議》中的產品的截止日期、交付或履行日期。

“Goods” means any goods, deliverables, software as a product, and/or any other materials ordered by Purchaser from Seller pursuant to the Purchase Order.

「貨物」指買方根據採購訂單從賣方訂購的任何貨物、可交付物、作為產品的軟體，及／或任何其他材料。

“Laws” means (a) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international, (b) all judgments, orders, writs, injunctions, decisions, rulings and decrees of any Authority, (c) all policies, voluntary restraints, practices and guidelines of, or contracts with, any Authority which, although not actually having the force of law, are considered by such Authority as requiring compliance as if having the force of law, and (d) all industry guidelines, policies, codes of practice and standards relating to, or having jurisdiction over, any Product.

「法律」指 (a) 所有憲法、條約、法律、法規、法典、條例、命令、法令、法則、規定及地方自治規章，不論是國內、國外還是國際；(b) 任何機關的所有判決、命令、令狀、禁令、決定、裁定及裁決；(c) 任何機關的所有政策、自願設限、實務及指引或與機關簽訂之合約，儘管實際上並無法律效力，但該等機關將其等視作具有法律效力而要求當事人遵從；以及 (d) 與任何產品相關或可規範產品的所有行業指引、政策、行業行為守則及標準。

“Order Details” means any of the following details on the face of the Purchase Order:

「訂單詳情」指採購訂單上的任何以下詳情：

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Product description, quantity, price, Delivery Date, Delivery Point, delivery terms, and payment terms. 產品描述、數量、價格、交付日期、交付地點、交付條款及支付條款。

“Parties” means Purchaser and Seller, and “Party” means Purchaser or Seller, as applicable.

「雙方」指買方及賣方，而「一方」指買方或賣方（視適用情況而定）。

“Products” means Goods and/or Services, as applicable.

「產品」指貨物及 / 或服務（視適用情況而定）。

“Purchase Order” means the applicable written or electronic purchase order issued by Purchaser to Seller for Products, including the Order Details and these Terms and Conditions.

「採購訂單」指買方為購買產品而向賣方簽發的適用書面或電子採購訂單，內容包含訂單詳情及《條款與細則》。

“Purchaser” means Abbott or the Abbott Affiliate that issues the Purchase Order for Products.

「買方」指簽發產品採購訂單的Abbott 或Abbott 關係企業。

“Purchaser Confidential Information” means (a) the existence and terms of any Purchase Order and (b) all information provided by Purchaser or its Affiliates to Seller in writing, orally, visually and/or in another form or any information seen or heard while on the premises of Purchaser or its Affiliates, including, information relating to products, customers, suppliers, data, processes, prototypes, samples, plans, marketing plans, reports, forecasts, technical, financial, commercial and personal information, research, research results, strategies, and trade secrets. Purchaser Confidential Information shall not include any information which (i) is known to Seller before receipt thereof in connection with the Purchase Order, as evidenced by Seller’s written records; (ii) is disclosed to Seller without restriction by a third party and that third party has a legal right to make such disclosure; (iii) is or becomes part of the

public domain through no fault of Seller; or (iv) is independently developed by or for Seller without use of the Purchaser Confidential Information, as evidenced by Seller’s written records.

「買方機密資訊」指 (a) 任何採購訂單的存在及其條款內容，以及 (b) 由買方或其關係企業以書面、口頭、視覺化及 / 或其他方式向賣方提供的所有資訊，或在買方或其關係企業的場所內看到或聽到的任何資訊，包括與產品、客戶、供應商、數據、流程、原型、樣品、計劃、行銷計劃、報告、預測相關的資訊，以及技術、財務、商業及個人資料、研究、研究結果、策略及商業秘密。買方機密資訊不應包括以下：(i) 賣方有書面記錄證明其在接收關於採購訂單的資訊前已經獲悉的資訊；(ii) 由第三方無限制地向賣方披露的資訊，且該第三方擁有披露該資訊的合法權利；(iii) 在賣方無過錯的情況下為公眾所知悉之資訊；或 (iv) 在不使用買方機密資訊的情況下由賣方獨自開發或為賣方開發的資訊，但賣方必須出示書面記錄作為證據。

“Seller” means the supplier or service provider to which Purchaser issues the Purchase Order.

「賣方」指買方向其簽發採購訂單的供應商或服務提供商。

“Services” means any services ordered by Purchaser from Seller pursuant to the Purchase Order.

「服務」指買方根據採購訂單向賣方訂購的任何服務。

“Supplemental Agreement” means any separate supply, services or other written agreement signed by Purchaser and Seller governing the purchase of Products.

《補充協議》指買方與賣方另行簽署的任何供應、服務或其他書面協議，用以規範產品採購行為。

“Terms and Conditions” means these terms and conditions.

《條款與細則》指本文所載之條款與細則。

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2. **Acceptance of Terms.**

條款之接受。

Purchaser's order for Products is expressly conditioned upon Seller's acceptance of the Purchase Order. If Seller ships or delivers any Goods or performs any Services, Seller will be deemed to have agreed to the Purchase Order. With the exception of any Supplemental Agreement, other terms and conditions (including any terms and conditions unilaterally proposed by Seller) are hereby expressly rejected by Purchaser, and failure by Purchaser to object to any other term or condition, and/or Purchaser's acceptance of any Products, shall not be deemed acceptance of Seller's terms or conditions. If the Purchase Order is not acceptable, SELLER SHALL ADVISE PURCHASER IN WRITING upon receipt of the Purchase Order.

買方採購產品的訂單明確以賣方接受採購訂單為條件。如賣方發貨或交貨或履行服務，賣方將被視為同意接受採購訂單。買方特此明確拒絕其他條款與細則（包括賣方單方面提出的任何條款與細則，《補充協議》除外）。買方未能對任何其他條款或細則提出異議，及／或買方接受任何產品，不得被視為接受賣方的條款或細則。如採購訂單不可接受，賣方應在收到採購訂單後即書面通知買方。

3. **Order of Precedence.**

優先順序。

In the event of a conflict between the Order Details and the Terms and Conditions, the Order Details will prevail. The rights and obligations under the Purchase Order will be complementary and additive to the rights and obligations under the Supplemental Agreement, provided that, in the event of a conflict between the Purchase Order and a Supplemental Agreement, the Supplemental Agreement will prevail.

如訂單詳情與《條款與細則》發生衝突，則以訂單詳情為準。採購訂單項下之權利及義務可進行補充及加入《補充協議》項下之權利及義務，然而，如採購訂單與《補充協議》之間存在衝突，則以《補充協議》為準。

4. **Cancellation.**

取消。

Purchaser may at any time terminate, cancel or suspend all or any part of the Purchase Order without cause or for cause immediately upon written notice to Seller and without incurring any liability to Seller. Any such termination or cancellation shall not affect any rights or obligations that have previously accrued.

買方可隨時在給予賣方書面通知後立即終止、取消或推遲整個採購訂單或其中的任何部分（不論是否有理由），且無須對賣方承擔任何責任。採購訂單的任何終止或取消不得影響之前已累積的任何權利或義務。

5. **Price.**

價格。

The price for any Product must be equal to or less than the price indicated in the Order Details unless otherwise agreed to by Purchaser in writing. Prices shall cover all activities required to deliver the Goods or perform the Services.

除非買方以書面形式另行同意，否則任何產品的價格必須等於或低於訂單詳情中列明之價格。價格應涵蓋交付貨物或履行服務所需的所有活動。

6. **Payment Terms.**

支付條款。

Purchaser will make undisputed payments for Products that meet all applicable requirements set forth in the Purchase Order or any Supplemental Agreement within ninety (90) days after the later of: (a) receipt of the Goods or completion of performance of the Services identified in the Purchase Order or Supplemental Agreement; (b) receipt of a complete invoice; and (c) if Goods, receipt of appropriate shipping documents. Purchaser may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute acceptance of any Products, and the invoice will be adjusted for any errors, shortages and defects. Any billing dispute will not be cause for Seller's non-delivery of Goods or non-performance of Services.

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在發生以下情形後九十(90)日內（以較晚發生者為準），買方將針對符合採購訂單或任何《補充協議》所載之所有適用要求的產品支付無爭議之費用：(a)如採購訂單或《補充協議》所規定收到貨物或完成服務；(b)收到完整發票；(c)如為貨物，則收到適當的裝運單據。買方可善意拒付有爭議的金額。支付發票金額不代表接受任何產品，且發票金額將根據任何有錯誤、少貨及缺陷作出調整。在計費方面的任何爭議不構成賣方不交貨或不履行服務的理由。

7. Reimbursement of Expenses.

費用報銷。

Any reimbursement of Seller's expenses must be agreed upon in advance in writing by Purchaser; any pre-approved travel expenses will be subject to Purchaser's service provider travel guidelines.

賣方的任何費用報銷必須提前經買方書面同意；任何預先批准的差旅費用將受買方的服務提供者旅遊指引的限制。

8. Setoff.

抵銷。

Purchaser may deduct any amount owed by Seller to Purchaser or its Affiliates from any amount payable by Purchaser or its Affiliates.

買方可從買方或其關係企業應付的金額中扣減賣方欠買方或其關係企業的任何金額。

9. Tax.

稅負。

Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes that are imposed on that Party with respect to the transactions and payments under the Purchase Order. Seller may charge, and Purchaser will pay, applicable sales, use, value added and services taxes ("Indirect Taxes") that Seller is legally obligated to collect from Purchaser; provided, however, that Seller will not collect, and Purchaser will not pay to Seller, any Indirect Taxes for which Purchaser

furnishes Seller with an exemption certificate or a direct payment certificate for which Purchaser may claim an available exemption from such Indirect Taxes. Notwithstanding any other language herein, where any payment payable by Purchaser to Seller pursuant to the Purchase Order is subject to any withholding or similar tax, Purchaser shall be entitled to pay the similar tax to the appropriate Authority and applicable withholding or deduct the amount paid from the amount due to Seller.

各方將根據適用法律，各自負責確定及繳納其因採購訂單項下之交易及付款而應承擔之所有稅負。賣方可向買方收取且買方將向賣方支付適用的銷售稅、使用稅、增值稅及服務稅（以下簡稱「間接稅負」），而向買方收取這些稅負是賣方的法定義務，然而，若買方向賣方提供免稅證明或買方可用來申請免除繳納該等間接稅負的直接付款證明，則賣方將不會收取且買方亦不會向賣方支付任何間接稅負。儘管《條款與細則》中有任何其他規定，若買方根據採購訂單應向賣方支付的款項須繳納預扣稅款或類似稅款，則買方有權將適用的預扣稅款或類似稅款交給有關機關，並從應付賣方的款項中扣除該筆已支付的稅款。

10. Representations and Warranties.

陳述與保證。

(a) Seller covenants, represents and warrants that:

(a) 賣方承諾、陳述並保證如下：

(i) it will comply with (A) all applicable Laws, including those related to customs, anti-boycott, trade embargo, import/export control, immigration, privacy, labeling, environmental, hazardous materials, restricted substances, health, safety and labor, including child welfare, wage and hour, the Anti-Kickback Law (42 USC 1320a-7b) and similar applicable Laws, and (B) applicable policies while on Purchaser's or its Affiliates' premises;

(i) 其將遵守(A)所有適用法律，包括與海關、反聯合抵制、貿易禁運、進口／出口管制、移民、隱私、貼標籤、環境、危險物品、限制物質、

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健康、安全與勞動（包括兒童福利、工資與工時）有關的法律、美國反回扣法（美國聯邦法典第42篇第1320a-7b條）及類似的適用法律；以及(B)買方或其關係企業所在地所適用的政策；

(ii) it will obtain all permits and approvals as necessary in connection with its sale of Goods or performance of Services;

(ii) 其將獲取銷售貨物或履行服務所需的所有許可及核准；

(iii) the Goods (A) will be safe, free from defects in manufacturing, design, workmanship, and materials; (B) will not be adulterated or misbranded within the meaning of the United States Food, Drug & Cosmetic Act, as amended, and all regulations and rules issued under it, or any other similar applicable Laws; (C) will conform with applicable requirements, specifications and quality standards identified in the Purchase Order and/or Supplemental Agreement; (D) will be free and clear of all liens, claims and encumbrances and other claims against title; (E) will be of merchantable quality, new and unused (unless otherwise specified in the Purchase Order and/or Supplemental Agreement), and fit and suitable for the purposes intended by Purchaser; (F) and any Work Product (as defined below in Section 24) will not infringe or misappropriate any third party's U.S. or foreign patent, trademark, trade name, service mark, copyright, trade secret or other intellectual property rights; (G) will not contain, at the time of delivery to Purchaser or its Affiliates, any computer virus or other similar harmful, malicious or hidden program; and (H) will comply with all other requirements under applicable Laws;

(iii) 貨物(A)將是安全的，且在製造、設計、技藝及材料上無缺陷；(B)不會如《聯邦食品、藥品及化妝品法案》（經修訂）及根據該法案頒佈的所有規定及條例或任何其他類似適用法律所稱的摻入雜質或虛假標記；(C)將符合採購訂單及／或《補充協議》中確定的適用要求、規格及品質標準；(D)無任何留置權及財產負擔及其他

針對所有權的主張；(E)將具有可銷售的品質、全新及未使用（除非採購訂單及／或《補充協議》中另有規定），並符合及適合買方預期的用途；(F)以及任何工作成果（如下文第24條所定義）不會侵犯或盜用任何第三方的美國或外國專利、商標、商號、服務標記、著作權、商業秘密或其他智慧財產權；(G)在向買方或其關係企業交貨時不會含有任何電腦病毒或其他類似有害、惡意或隱藏的程式；以及(H)將遵守適用法律項下的所有其他要求；

(iv) it will perform all Services in a competent, professional and workmanlike manner, and it has the required qualifications and expertise to perform; and

(iv) 其將以稱職、專業及嫺熟的方式履行所有服務，並擁有履行服務所需的資質及專業技能；以及

(v) it will comply with the supplier guidelines set forth at

<http://www.abbott.com/partners/suppliers.html>

(v) 其將遵守

<http://www.abbott.com/partners/suppliers.html>

上所載之供應商指導方針。

(b) Anti-corruption.

(b) 反腐敗。

Seller covenants, represents and warrants that: (i) it is now in compliance with and shall continue to comply with, all applicable Laws related to anti-corruption; (ii) neither it nor any persons employed or acting on its behalf (including employees, directors, agents, consultants, or subcontractors) will (A) (1) give, offer or promise to give, or (2) accept, receive, or agree to accept or receive, directly or indirectly, anything else of value in any form to any person to secure a business advantage, to obtain or retain a business advantage, or to direct business to, or away from, any person or entity; or (B) provide any facilitation, expediting or grease payment to any official or employee of an Authority to expedite or secure the performance of routine Authority actions; and (iii) neither it nor any owner, partner, officer, director or employee of Seller or of its Affiliates

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(collectively, “Representatives”) is an official or employee of any Authority. Seller will notify Purchaser in writing prior to any Representative becoming an official or employee of an Authority, and such individual will not perform Services without Purchaser’s prior written consent.

賣方承諾、陳述並保證如下：(i) 其目前遵守且應繼續遵守所有與反腐敗相關的適用法律；(ii) 賣方及其僱用或代表賣方行事的任何人（包括僱員、董事、代理人、顧問或轉包商）不會向任何人(A) (1) 給予、提供或承諾給予，或(2) 直接或間接的接受、接收或同意接受或接收任何形式的有價值之物，以獲取業務優勢、保有業務優勢或指引業務與任何個人或實體合作，或遠離任何個人或實體；或(B) 向機關的任何官員或僱員提供疏通費，以加快或確保機關的日常業務效率；以及 (iii) 賣方、賣方或其關係企業的任何所有者、合作夥伴、高級職員、董事或僱員（以下統稱「代表」）均不是機關的官員或僱員。

在任何代表成為機構的官員或僱員前，賣方將書面通知買方，且該等人員不會在未獲得買方的事先書面同意的情況下履行服務。

(c) Debarment.

(c) 禁止。

Seller covenants, represents and warrants that neither it, nor any of its Affiliates or their respective agents, subcontractors, or employees performing Services are or have within the past five (5) years been (i) Debarred, Disqualified, or Excluded, (ii) proposed to be so restricted by any Authority, or (iii) convicted of an offense or had a civil judgment rendered from which they may be so restricted. “Debarred, Disqualified, or Excluded” means prohibited, suspended, or otherwise limited or deemed ineligible under any applicable Law from (A) providing services to the holder of a United States Food and Drug Administration approved or pending drug application, (B) participating in clinical research, (C) participating in or furnishing goods or services for any government program, or (D) participating in any government procurement or non-procurement program. Seller will notify Purchaser immediately of any breach of this warranty or if Seller learns of any investigation or proceeding that could result in any such

restrictions. Upon receipt of notice, Purchaser may elect to immediately terminate the Purchase Order.

賣方承諾、陳述並保證，賣方或其任何關係企業或其等各自的代理人、轉包商或履行服務的僱員並未或在過去的五 (5) 年內未曾 (i) 被禁止、排除或取消資格；(ii) 被任何機關提議受上述限制；或 (iii) 因被定罪或接受民事判決而受到如此限制。「被禁止、排除或取消資格」指根據任何適用法律被禁止、暫停或以其他方式限制或被認為無資格從事以下行為：(A) 向美國食品藥物管理局經批准或待批准的藥物申請的持有人提供服務；(B) 參與臨床研究；(C) 參與或為任何政府計劃提供貨物或服務；或(D) 參與任何政府採購或非採購計劃。如有任何違反此項保證的行為或賣方知悉存在任何可能導致該等限制的調查或程序，賣方將立即通知買方。在收到通知後，買方可選擇立即終止採購訂單。

(d) Conflict Minerals.

(d) 衝突礦產。

Seller covenants, represents and warrants that it shall, at its sole cost and expense, promptly comply with all reasonable information requests from Purchaser, in the form and format requested, regarding the source and chain of custody of any Conflict Minerals present in Goods. Seller shall conduct reasonable due diligence and inquiry to gather such information, and certify that, to Seller’s best knowledge, such information is true, accurate and complete. Seller shall immediately contact Purchaser in the event of any changes to such information. Conflict Minerals” means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin, and tungsten as further defined in Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations.

賣方承諾、陳述並保證，賣方應及時以要求的形式及格式依從來自買方有關貨物內所含衝突礦產的來源及監管鏈的所有合理資訊請求，費用由賣方自行承擔。賣方應執行合理的盡職調查及調查收集該等資訊，並證明，據賣方所知，該等資訊真實、準確且完整。如該等資訊發生變更，

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賣方應立即聯絡買方。「衝突礦產」指鈹、鋇、錫石、黃金、黑鎢礦或其等衍生物。根據美國《陶德-法蘭克華爾街改革與消費者保護法》第1502節及其實施細則的進一步定義，目前僅限於鈹、錫及鎢。

11. Breach of Warranty.

違反保證。

In the event a Product fails to meet the warranties above or otherwise fails to conform to the Terms and Conditions or any Supplemental Agreement, Purchaser may at its option: (a) request a full refund of any amount paid and cancel any outstanding Purchase Orders for the non-conforming Products, and, if Goods, return them to Seller, at Seller's sole cost and expense; or (b) request that Seller repair or replace non-conforming Goods or re-perform non-conforming Services as quickly as reasonably possible, as Purchaser directs, at Seller's sole cost and expense.

如產品未能滿足上述保證或在其他方面未能符合《條款與細則》或任何《補充協議》，買方可選擇：(a) 要求全額退回已支付的金額並取消不合格產品的任何未完成採購訂單。如採購的是貨物，則可退貨給賣方，費用由賣方自行承擔；或 (b) 要求賣方盡合理可能快速地按照買方的指示，維修或更換不合格貨物或重新履行 不合格服務，費用由賣方自行承擔。

12. Delivery Terms.

交付條款。

Goods shall be shipped Delivered at Place (DAP Incoterms 2010) at the delivery point specified in the Order Details or otherwise specified in writing by Purchaser ("Delivery Point").

賣方應採用「目的地交貨」（DAP，2010年《國際貿易術語解釋通則》）的方式在訂單詳情中指定的交付地點或買方以書面

形式另行指定的地點（以下簡稱「交付地點」）交貨。

13. Title.

權屬。

Title to and ownership of the Goods shall transfer to Purchaser at the Delivery Point.

貨物的權屬及所有權應在交付地點轉移給買方。

14. Shipping.

發運。

Seller shall ensure that each shipment of Goods delivered contains, as applicable, a reference to the Purchase Order number, a packaging list containing the quantity and Purchaser's material number as indicated in the Order Details, a valid Certificate of Origin, a valid Certificate of Analysis or Certificate of Conformance with the related specifications and Seller's product code/list number, and the tariff classification code number; Purchaser reserves the right to refuse delivery of any Goods without these documents. Shipments must equal the quantity ordered, unless otherwise agreed by Purchaser in writing.

賣方應確保每一批交付的貨物根據適用情況含有採購訂單號、裝箱單（包含如訂單詳情所示的數量及買方的材料編號）、有效的原產地證書、有效的分析證書或合格證書及相關規格及賣方的產品代碼／清單編號，以及關稅分類編碼；買方保留拒絕接受缺少這些單據的貨物的權利。除非買方以書面形式另行同意，否則發貨數量必須與訂購數量一致。

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15. Cargo Safety & Security Requirements.

貨物安全與安全要求。

Seller will package, load and ship the Goods in accordance with any requirements provided by Purchaser. In the absence of such requirements, Seller will package, load and ship the Goods in a manner sufficient to prevent damage to, or loss of, the Goods during shipment and in accordance with applicable Laws regarding dangerous goods transportation. To ensure the security of Goods, Seller must be a member of the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT), the European Authorised Economic Operator (AEO) security program, or an equivalent supply chain security program, as applicable, or, upon request, must provide a security profile and memorandum of understanding confirming Seller's commitment to a secure supply chain. Furthermore, Seller must only use transportation service providers that are certified under a supply chain security program.

賣方將根據買方提供的所有要求包裝、裝載及發運貨物。如無上述要求，則賣方將按足以防止貨物在發運過程中遭受損害或丟失的方式並根據有關危險貨物運輸的適用法律包裝、裝載及發運貨物。為確保貨物的安全，賣方必須為美國海關商貿反恐聯盟 (C-TPAT)、歐洲優質企業 (AEO) 安全認證計劃或同等的供應鏈安全計劃的成員（視適用情況而定），或應要求，必須提供安全描述文件及諒解備忘錄，以確認賣方已加入安全供應鏈。此外，賣方只能使用獲得供應鏈安全計劃認證的運輸服務提供商。

16. Composition Data.

成分資料。

For any Product, including, but not limited to, any substance, preparation or article (including any electric or electronic equipment or sub-assembly or component part thereof), supplied by Seller, Seller must, at its sole cost and expense, provide promptly upon request applicable safety data sheets, composition data, chemical reports, data composition or similar technical or other supporting documentation indicating the chemical composition of the Product.

對於賣方提供的任何產品，包括但不限於任何物質、製劑或物品（包括任何電氣或電子設備或其分裝配或零件），賣方必須根據要求立即提供適用的安全資料表、成分資料、化學報告或說明產品化學成分的其他類似技術文件或其他支持文件，費用由賣方自行承擔。

17. Time of the Essence.

時間至關重要。

Time is of the essence for the supply of all Goods and the performance of all Services. Seller will furnish sufficient resources, including labor, material, and equipment, to meet the Delivery Date, at no additional charge to Purchaser.

對於提供所有貨物及履行所有服務而言，時間至關重要。賣方將提供足夠資源，包括人力、材料及設備，來滿足交貨日期的要求，買方無須支付額外費用。

18. Failure to Deliver.

未能交貨。

If Seller does not deliver the Goods or perform the Services by the applicable Delivery Date, Seller will be liable to Purchaser for any losses, including cover damages, and, if Purchaser elects not to cancel, upon Purchaser's request, Seller will expedite delivery or performance at Seller's sole cost and expense.

若賣方未能在適用的交付日期前交付貨物或履行服務，賣方將就買方的所有損失向買方負責，包括支付損害賠償金，而如果買方選擇不取消採購訂單，則賣方將根據買方的要求，加快發貨或履行服務，費用由賣方自行承擔。

19. Indemnification.

賠償。

Seller shall, at its own cost and expense, defend, indemnify and hold harmless Purchaser and its Affiliates and their respective employees, directors, officers, agents and contractors, from and against any and all losses, liabilities, damages, costs and

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expenses (including attorneys' fees and expenses), suits, proceedings or claims arising out of or in any way related to: (a) Seller's negligence, recklessness, willful misconduct, or intentional or wrongful conduct, including in the design, development, manufacture or shipment of any Product; (b) Seller's breach of the Purchase Order or any Supplemental Agreement; (c) any actual or alleged infringement or misappropriation of any U.S. or foreign patent, trademark, trade name, service mark, copyright, trade secret or other intellectual property rights with respect to a Product; or (d) death of, or injury to, any person, damage to any property, or any other damage or loss, suffered by any person or party, resulting or claimed to result, in whole or in part, from (i) any actual or alleged defect in a Product, whether latent or patent, including actual or alleged improper construction or design, (ii) any failure to conform to the Product specifications, or with any warranty, or (iii) any claim of strict liability (or similar legal theory) or tort related to any Product.

對於因以下行為而導致的或以任何方式與之相關的所有損失、責任、損害、成本及費用（包括律師費用及開支）、訴訟、程序或索賠，賣方應向買方、其關係企業及其等各自的僱員、董事、高級職員、代理人及承包商作出賠償，並為其等辯護，使其等免受損害，費用由賣方自行承擔：(a) 賣方的疏忽、粗心大意、故意不當行為或蓄意或非法行為，包括在任何產品的設計、開發、製造或發運方面；(b) 賣方違反採購訂單或任何《補充協議》；(c) 發生關於產品的任何實際或據稱侵犯或盜用任何美國或外國專利、商標、商號、服務標記、著作權、商業秘密或其他智慧財產權的行為；或 (d) 部分或完全由於以下原因而導致或聲稱導致他人遭受人身傷亡、財產損害或任何其他損害或損失：(i) 產品中實際上或被聲稱存在缺陷，不論是隱含的還是顯而易見的，包括實際或聲稱的構造不當或設計不良；(ii) 不符合產品規格或未遵守保證條款，或 (iii) 被主張與產品相關的嚴格責任（或類似法律理論）或侵權責任。

20. **Insurance.**

保險。

Seller will purchase and maintain, at its own cost and expense, commercial insurance of the types and minimum amounts as follows with licensed insurers with a minimum A.M. Best rating of "A-": (a) U.S.\$2,000,000 per occurrence of commercial general liability insurance, including products liability and contractual liability; (b) workers compensation insurance as required by applicable Law and U.S.\$1,000,000 per occurrence for employers liability coverage; (c) U.S.\$2,000,000 per occurrence of automobile liability coverage for all owned, non-owned, and hired vehicles; and (d) in the event consulting Services are provided, U.S.\$2,000,000 per claim for professional liability insurance. With respect to requirements in clauses (a) and (c), Seller shall include Purchaser and its Affiliates as additional insureds. Seller will provide to Purchaser prior to providing Goods or performing Services, and annually thereafter or upon request, if sooner, certificates of insurance evidencing the required insurance and terms. Seller will provide thirty (30) days' advance notice in the event of any cancellation, non-renewal, or material modifications of this required insurance. Purchaser's acceptance of certificates of insurance providing for other or different coverage than required in this section shall in no event be deemed a waiver of any provisions of the Terms and Conditions. The minimum insurance requirements set forth in this section do not in any way limit any indemnity obligation or other liability of Seller.

賣方將向至少被 A.M. Best 公司評為「A-」的持牌保險公司投保以下類型及最低金額的商業保險並保持該保險有效，費用由賣方自行承擔：(a) 每一事故限額為 2,000,000 美元的商業綜合責任保險，包括產品責任保險及合約責任保險；(b) 適用法律要求的勞工補償保險及每一事故限額為 1,000,000 美元的僱主責任保險；(c) 保障所有自有、非自有及租賃車輛且每一事故限額為 2,000,000 美元的汽車責任保險；及(d) 如提供

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諮詢服務，則投保每一索賠限額為 2,000,000 美元的職業責任保險。關於第 (a) 及 (c) 款，賣方應將買方及其關係企業列為附加被保險人。賣方將在提供貨物或履行服務前及此後的每年或經要求（如較先提出），向買方提供保險證明，證明所要求的保險及條款。如取消、不續保或實質性變更上述所要求的保險，賣方將提前三十 (30) 日通知。買方接受本條所要求保險以外的其他保險或不同承保範圍的保險證明一概不得被視為放棄《條款與細則》的任何條款。本條所載之最低限額保險要求不得以任何方式限制賣方的任何賠償義務或其他責任。

21. Limitation of Liability.

責任限制。

PURCHASER AND ITS AFFILIATES WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME, LOST PROFITS OR LOST SALES) ARISING FROM ANY TRANSACTIONS UNDER THE PURCHASE ORDER OR ANY SUPPLEMENTAL AGREEMENT.

對於由根據採購訂單或任何《補充協議》進行的任何交易引起的任何間接、特殊、偶發、衍生或懲罰性損害（包括時間損失、利潤損失或銷售額損失），買方及其關係企業無須向賣方或任何第三方承擔責任。

22. Confidential Information.

機密資訊。

Seller shall not use any Purchaser Confidential Information except to the extent necessary to carry out its obligations hereunder. Seller shall keep Purchaser Confidential Information confidential and not disclose Purchaser Confidential Information to any third party unless compelled to do so by judicial or administrative process or, in the opinion of counsel, by the requirements of applicable Law or with Purchaser's prior written consent. Seller will treat all Purchaser Confidential Information with the same degree of care as Seller accords its own confidential information, but in no event with less than reasonable care.

賣方不得使用買方機密資訊，除非為履行其在《條款與細則》項下之義務所需。賣方應對買方機密資訊進行保密，不得向任何第三方披露買方機密資訊，除非司法或行政程序要求賣方這麼做，或賣方聽從法律顧問的建議以符合適用法律的要求或經過買方的事先書面同意。賣方將採取與處理其自己的機密資訊相同的注意程度來對待所有買方機密資訊，但不得低於合理之注意程度。

23. Publicity.

公開宣傳。

Seller will not disclose the existence or terms of the Purchase Order or a Supplemental Agreement or use Abbott's or its Affiliates' names, logos or other indicia in any publicity or advertising, announcement, brochure, customer list or website, without prior written consent from Abbott Public Affairs or its designee.

未經 Abbott 公共事務部或其指定人之事先書面同意，賣方不會在任何公開場合、廣告、公告、手冊、客戶名單或網站上，披露採購訂單或《補充協議》的存在或其條款，或使用 Abbott 或其關係企業的名稱、標識或其他標記。

24. Ownership of Developments.

開發物的所有權。

All reports, data, communications, material, information, deliverables, inventions, discoveries, or improvements reduced to practice, made or developed by Seller in connection with the Purchase Order ("Work Product") shall be promptly disclosed to, and be the sole property of, Purchaser. Seller hereby assigns to Purchaser all right, title and interest in Work Product without any obligation on Purchaser to pay royalties or other remuneration for the Work Product. To the extent the foregoing is copyrightable, it shall be deemed a "Work Made for Hire" under the U.S. Copyright Act of 1976 or any applicable foreign equivalent and shall become and remain the sole property of Purchaser, if not, then Seller hereby assigns such Work Product to Purchaser.

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由賣方付諸實踐、製作或開發的與採購訂單相關的所有報告、資料、通訊、材料、資訊、可交付物、發明、發現或改良物（以下簡稱「工作成果」）應及時披露給買方，且為買方的獨有財產。賣方特此向買方轉讓工作成果中的所有權利、權屬及權益，而買方無須就工作成果支付任何權利金或其他報酬。如上述工作成果受著作權保護，則其應被視為美國《1976年著作權法》（或任何適用的外國等效法律）所規定的「職務作品」，並應成為及仍為買方的獨有財產；否則，賣方特此向買方轉讓該等工作成果。

25. **Pre-existing Intellectual Property.**

先已存在之智慧財產。

Notwithstanding the above, neither Purchaser nor Seller shall acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by the other Party, the other Party's respective Affiliates or licensors independent of the Purchase Order (collectively, "Pre-existing Intellectual Property"). 儘管有上述規定，買方及賣方均不得享有對方、對方的各關係企業或獨立於採購訂單的授權方所擁有的任何材料、資訊、專有技術、工具、模型、方法、技術及／或其他智慧財產（以下統稱「先已存在之智慧財產」）。

26. **License.**

授權。

Seller hereby grants to Purchaser and its Affiliates a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance the Pre-existing Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Purchaser and its Affiliates to make use of or otherwise exploit the Products, including Work Product.

如買方及其關係企業需要賣方先已存在之智慧財產的授權來使用或以其他方式利用產品（包括工作成果），則賣方特此授予買方及其關係企業非專屬、不可撤銷、免權利金及在全球使用、修改及增強先已存在之智慧財產的授權（包括轉授權的權利）。

27. **Audit.**

稽核。

To verify Seller's compliance with the Purchase Order, Purchaser and its representatives will have the right, at reasonable times and places and upon reasonable notice, to (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the Products; and (b) examine all books and records relating to the Products.

為核實賣方是否遵守採購訂單，買方及其代表將有權在給予合理通知後，在合理的時間及地點 (a) 檢查賣方在製造或提供產品時所利用的所有設施、資源及程序；以及 (b) 檢查與產品有關的所有帳簿及記錄。

28. **Remedies Not Exclusive.**

救濟不具排他性。

The rights and remedies of Purchaser provided under these Terms and Conditions are cumulative and not exclusive, and are in addition to any other rights and remedies provided at Law or in equity or in any Supplemental Agreement.

《條款與細則》賦予買方的權利及救濟可累積且不具有排他性，買方還享有法律或衡平法或任何《補充協議》賦予的其他權利及救濟。

29. **Independent Contractor.**

獨立契約人。

The relationship of the Parties is that of independent contractors. The Parties will not be deemed partners or joint ventures, nor will one Party be deemed an agent or employee of the other Party. Neither Party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other Party or to bind the other Party to any contract, agreement or undertaking with any third party, and no conduct of a Party shall be deemed to imply such right.

雙方的關係是獨立契約人之間的關係。雙方不會被視為合夥人或合資企業，一方亦不會被視為另一方的代理人或僱員。任何一方均不享有明示或默示的代表另一方或以另一方的名義承擔或創設任何義務，或與任何第三方訂立合約、協議或作出許諾來約束另一方的權利。一方作出的任何

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行為均不得被視為暗含該權利。

30. Fraud and Abuse.

欺詐及濫用。

The Parties intend and acknowledge that (a) neither the Purchase Order nor any payment made under it, is in exchange for any explicit or implicit agreement or understanding that Seller refer, prescribe, recommend, use or purchase any products of Purchaser or its Affiliates, and (b) the total payment for the Products represents the fair market value and has not been determined in any manner that takes into account the volume or value of any referrals or business between Seller and Purchaser or its Affiliates.

雙方意圖及承認 (a)採購訂單或根據採購訂單作出的任何付款行為，並非用作交換任何明示或默示的約定或諒解，即賣方介紹、指定、建議、使用或採購買方或其關係企業的任何產品以及 (b)產品的付款總額代表公平市價且在確定價格時並未考慮任何推薦的數量或價值或賣方與買方或其關係企業之間的業務。

31. Transparency.

透明度。

Seller acknowledges that Purchaser is required by applicable Laws to report payments and transfers of value made to certain health care professionals and organizations, including, but not limited to, costs of meals and travel. If Seller makes any such payments on Purchaser's behalf, Seller agrees to: obtain the recipient's consent to disclose the payment; collect data concerning the payment; and promptly report the data to Purchaser via Transparency_Hub@abbott.com. or such other e-mails that the Purchaser may provide.

賣方承認，適用法律可能要求買方報告向特定醫療保健專業人士及醫療保健機構作出的付款及價值轉移，包括但不限於餐費及差旅費。

如賣方代表買方作出任何此類付款，則賣方同意在披露付款前獲得接收人的同意，收集與付款相關的資料並及時透過

Transparency_Hub@abbott.com

或買方另提供之電子郵件位址，向買方報告資料。

32. Assignment.

轉讓。

Seller shall not assign the Purchase Order without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion, and any attempted assignment without Purchaser's consent will be void. Any permitted assignee shall assume in writing all obligations of Seller under the Purchase Order and any Supplemental Agreement; provided, however, that Seller shall remain primarily liable for such obligations. Purchaser may assign the Purchase Order without the consent of Seller. The Purchase Order will be binding upon and inure to the benefit of the permitted assigns of each Party.

未經買方的事先書面同意（買方可自行決定拒絕給予同意），賣方不得轉讓採購訂單，且未經買方同意即企圖轉讓的行為均無效。任何經允許的受讓人應以書面形式承擔賣方在採購訂單及任何《補充協議》項下的所有義務，然而，賣方仍是該等義務的主要承擔者。買方可以不經賣方同意即轉讓採購訂單。採購訂單將約束各方經允許的受讓人並使其等受益。

33. Subcontracting.

轉包。

Seller will not subcontract or delegate any duty under the Purchase Order without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion. Seller will remain responsible and liable for the acts and omissions of any subcontractor as if such activities had been performed by Seller.

未經買方的事先書面同意（買方可自行決定拒絕給予同意），賣方不會轉包或委託他人履行採購訂單項下的任何義務。賣方仍須對轉包商的作為及不作為負責，如同該等行為由賣方作出一樣。

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34. **Third Party Beneficiary.**

第三方受益人。

Purchaser Affiliates are intended third party beneficiaries of these Terms and Conditions. Nothing in these Terms and Conditions is intended to, or shall, confer any right, benefit or remedy of any nature whatsoever upon any third party other than Purchaser Affiliates.

買方關係企業為《條款與細則》的預期第三方受益人。《條款與細則》的任何內容均未意圖，亦不得向買方關係企業以外的任何第三方授予任何權利、利益或任何性質的救濟。

35. **Entire Agreement.**

全部協定。

The Purchase Order and, if applicable, any Supplemental Agreement, contains the entire agreement between the Parties with respect to its subject matter, and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter.

採購訂單及任何《補充協議》（如適用）構成雙方就主題事項達成的全部協定，並取代雙方之前就該主題事項作出的協定、談判、討論、書面文件、諒解、承諾及對話。

36. **Amendment.**

修訂。

Any modification to the Purchase Order must be in writing and signed by an authorized representative of each Party.

採購訂單的任何修訂須採用書面形式並由各方的授權代表簽署。

37. **Governing Law.**

管轄法律。

The Purchase Order shall be governed by the laws of the Republic of China ("R.O.C."), without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

採購訂單之準據法為中華民國法律，但不適用其法律衝突原則。《聯合國國際貨物銷售合同公約》不得適用。

38. **Dispute Resolution.**

爭議解決。

The Parties shall seek to solve through negotiations any dispute arising out of or relating to the Purchase Order, or the breach, termination or invalidity hereof. If the Parties fail to solve such dispute by a written agreement within thirty days after one of the Parties has requested such negotiations by written notice to the other Party, such dispute shall be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei in accordance with the Arbitration Act of the R.O.C. and the Association's arbitration rules. If within 30 days after submission of any dispute to arbitration the Parties cannot mutually agree on one arbitrator, the Parties shall each select one arbitrator, and two arbitrators so selected shall select a third arbitrator. The place of arbitration shall be in Taipei City. The language of arbitration shall be English language. The arbitral award shall be final and binding upon both Parties.

因本採購訂單或其違反、終止或無效所生或與之相關之任何爭議，雙方當事人應尋求協商解決之。若一方當事人以書面通知他方當事人請求就該爭議進行協商後 30 日內，雙方未能以書面合意解決該爭議，該爭議應提交中華民國仲裁協會，依中華民國仲裁法及該協會之仲裁規則以仲裁解決之。若該爭議提交仲裁後 30 日內，雙方當事人無法就一名仲裁人之選任達成合意，雙方當事人應各自選任一名仲裁人，並由此二位仲裁人選出第三位仲裁人。仲裁程序進行地點為台北市。所有程序應以英語進行。仲裁判斷為終局判斷，對雙方當事人均具有拘束力。

39. **Injunctive Relief.**

禁令救濟。

Notwithstanding the Dispute Resolution section above, Purchaser may seek injunctive or any other similar relief by a court of competent jurisdiction. 儘管有上文的爭議解決規定，買方可到有司法管轄權的法院尋求禁令救濟或任何其他類似救濟。

40. **Interpretation.**

解釋。

Any use of the word "including" in these Terms and Conditions means "including without

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limitation. "Unless otherwise specified in a particular case, the word "days" refers to calendar days. The headings of the sections of these Terms and Conditions have been added for the convenience of the Parties and shall not be deemed a part hereof.

《條款與細則》中所使用的「包括」指「包括但不限於」。除非在特例中另有明確規定，「日」指「曆日」。《條款與細則》中各條款的標題僅為方便雙方而設，不得被視為《條款與細則》的一部分。

41. Notice.
通知。

Any notices required or permitted under the Purchase Order will be in writing, will refer specifically to the Purchase Order, and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in the Purchase Order. Notices under the Purchase Order will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A Party may change its contact information immediately upon written notice to the other Party in accordance with this section.

採購訂單所要求或允許作出的任何通知將以書面形式，明確提及採購訂單，並採用國內或國際認可的隔夜快遞或保證/掛號郵件、郵資預付、收件回執，或專人遞送至採購訂單中載明的地址。根據採購訂單作出的通知將在以下情形下被視為已妥當作出：(a)由專人遞送時；(b)遞交給國內或國際認可的快遞公司後兩日；或(c)對於掛號或證明郵件，在收件回執上註明的日期。一方可更改其聯絡方式，但必須根據本條規定書面通知另一方。

42. Recall Notice.
召回通知。

Seller must immediately notify Purchaser in writing of any recall that impacts the Goods. Seller will reimburse Purchaser for any losses, damages, liabilities, costs and expenses incurred by

Purchaser in writing of any recall that impacts the Goods.

如有任何影響貨物的召回，賣方必須立即以書面形式通知買方。賣方將向買方賠償買方或其關係企業因任何該等召回所遭受的任何損失、損害、責任、成本及費用。

43. Federal Contractor Requirements.
聯邦締約方要求。

This order/contract may be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this order/contract by reference, as applicable. **In addition, this order/contract may be subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.**

本訂單／合約可能受限於《美國聯邦法典》第 41 編第 60-1.4 條及第 29 編第 471 部分、附錄 A 至分部分 A 的要求，該等要求透過引用被納入到本訂單／合約中（如適用）。此外，本訂單／合約可能受限於《美國聯邦法典》第 41 編第 60-300.5(a) 條及第 41 編第 60-741.5(a) 條的要求，該等要求透過引用被納入到本訂單／合約中（如適用）。後面的兩項規定禁止基於受保護的退伍軍人身份及殘疾狀況而歧視符合資格的個人，並要求實施糾正歧視行動，讓受保護的退伍軍人及符合資格的殘疾人士在僱用及晉升上不受歧視。

44. Waiver.
棄權。

Any waiver by Purchaser of any rights or obligations under the Purchase Order must be in writing and signed by Purchaser's authorized representative, and such waiver will not apply to any other rights or obligations. Any acceptance or payment of all or any part of the purchase price for the Products by Purchaser does not constitute a waiver of any of the rights of Purchaser.

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買方作出對採購訂單項下任何權利或義務的放棄必須採用書面形式並經買方的授權代表簽名。該等棄權不適用於任何其他權利或義務。買方接受或支付所有或部分的產品採購價格不構成買方對任何權利的放棄。

45. **Severability.**

可分割性。

If any provision of the Terms and Conditions or Supplemental Agreement is held to be invalid or unenforceable, the other provisions will not be affected by such invalidity or unenforceability.

如《條款與細則》或《補充協議》的任何條款被認定為無效或不可強制執行，則其他條款不受該等無效或不可強制執行條款的影響。

46. **Survival.**

存續條款。

All provisions of the Purchase Order that by their nature should survive termination or cancellation, including those regarding audit, indemnification, confidentiality, and warranties, as well as any accrued obligations, will survive any termination or cancellation of the Purchase Order; warranties survive any delivery or performance by Seller or inspection, acceptance or payment for the Products by Purchaser.

採購訂單中根據自身性質應在採購訂單終止或取消後繼續生效的所有條款，包括有關稽核、賠償、保密及保證以及任何累積義務的條款，將在採購訂單終止或取消後仍然有效；而保證條款在賣方交付產品或履行服務後或買方檢查、驗收或支付產品款項後仍有效。

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