

**標準採購條款****STANDARD TERMS OF PURCHASE**

**1. 接受條款。** 供應商應遵守本合約所載及訂單隨附或明文透過引用合併的所有條款 (包括此處提及且透過買方電子資料交換傳送或在訂單上的任何規格、樣品、圖示及其他文件) (以下合稱本「**訂單**」)。本訂單用於要約採購此處所述之產品及/或服務 (包含任何交付項目, 其包括但不限於任何產品、物品、裝置、化合物、組合物、嵌入式軟體及所需文件) (以下合稱「**產品**」)。本訂單並不構成接受供應商之任何銷售要約、報價或其他提案, 即使於本訂單提及者, 亦同。除另於本訂單正面另有所述或雙方另行書面協議外, 於條款間相互抵觸時, 應以本條款為準。**接受本訂單即明確接受本訂單之條款。**買方反對供應商報價、承認書、保固聲明、發票或其他文件上, 在本條款以外或與本條款不同的任何條款與條件, 而此等額外或不同的條款不應構成供應商與買方之間的訂單。先前的提案、報價、聲明、預測量、交易過程或使用或貿易, 均不構成本訂單之一部分。應視為供應商於下列時點 (以較早者為準) 不可撤回地接受本訂單: (a) 供應商對本訂單表示任何接受或承認; (b) 供應商交付所採購之任何產品; 或 (c) 供應商以任何方式開始本訂單要求之工作。

**ACCEPTANCE OF TERMS.** Supplier shall comply with all terms set forth herein and on the purchase order to which these terms are attached or are expressly incorporated by reference (including any specifications, samples, drawings and other documents referred to herein, transmitted via Buyer's electronic data exchange or on the purchase order) (collectively, this "**Order**"). This Order is an offer to purchase the goods and/or services (including any deliverables, which include but are not limited to any products, articles, apparatus, compound, composition, Embedded Software, and required Documentation) described herein (collectively, the "**Products**"). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. Unless otherwise stated on the face of this Order or in a separate written agreement between the parties, the terms herein shall prevail over conflicting terms. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THIS ORDER, AND SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BE PART OF THIS ORDER BETWEEN SUPPLIER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS ORDER.** This Order shall be irrevocably accepted by Supplier upon the earlier of Supplier's: (a) issuing any acceptance or acknowledgement of this Order; (b) delivering any Products ordered; or (c) commencement of the work called for by this Order, in any manner.

**2. 價格、付款與數量。****PRICES, PAYMENTS AND QUANTITIES.**

**2.1 價格。** 所有價格皆為固定, 不得變更。供應商的價格包含所有: (a) 包裝、標籤 (含製造日期及條碼標籤)、保險、儲存、處理、利息和服務費、裝箱或運輸及其他任何費用; (b) 運費, 若供應商未使用買方指定之運送人時; 及 (c) 本訂單採購產品適用之稅款、費用及/或關稅; 但是, 供應商之價格內不應包含買方可申退的任何加值稅, 與任何銷售及地方稅、使用稅、貨物稅及/或特許權稅 (若適用), 應於供應商發票上分開表明。若供應商負有支付加值稅及/或類似稅款之法定義務, 供應商得依相關規則向買方開立發票, 以便使買方得以回收該稅款。若法律規定買方預扣供應商應繳納之稅款, 買方應自對供應商之款項中扣除該稅款, 並提供供應商以供應商名義的有效完稅證明。若供應商符合減免預扣所得稅之資格, 供應商應至少在款項到期日前三十 (30) 日, 向買方提供有效的居民證明或其他必要文件。儘管有任何相反規定, 供應商應負擔根據其不動產和個人財產、總進款、業務和職業的稅款與環境稅金, 以及根據供應商總收入及/或淨收入徵收的稅款。

**2.1 Prices.** All prices are firm and shall not be subject to change. Supplier's price includes all: (a) packaging, labeling (including date of manufacture and bar code labeling), insurance, storage, handling, interest and service charges, crating or cartage and any other expenses; (b) shipment charges if Supplier does not utilize Buyer's designated carrier; and (c) taxes, fees and/or duties applicable to the Products purchased under this Order; provided, however, that any value added tax that is recoverable by Buyer, and any state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to pay value added and/or similar tax, Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. Notwithstanding anything to the contrary, Supplier is responsible for all taxes based upon its real and personal property, gross receipts, business and occupation, and environmental tax fees, as well as those taxes based on Supplier's gross and/or net income.

**2.2 付款條件。****Payment Terms.**

(a) **標準條款。** 除於本訂單正面另有規定或相關法令限制外, 一般淨日數 (以下稱「**淨日數**」) 應為自供應商收到已驗收產品與正確且符合本訂單條款之相應發票後一百二十 (120) 日。除於本訂單正面另有規定外, 買方依本訂單支付的所有金額應為新臺幣。

(a) **Standard Terms.** Unless otherwise stated on the face of this Order or restricted by applicable Law, the ordinary net date ("**Net Date**") shall be one hundred twenty (120) days after receiving from Supplier both the accepted Products and a correct corresponding invoice that complies with the terms of this Order. Unless otherwise stated on the face of this Order, all sums to be paid by Buyer under this Order will be in TWD.

(b) **開立發票。**若應買方要求，應以無紙化且買方可接受的格式結算與開立發票。供應商開立之發票應：(i) 註明買方訂單編號、所發行之品項編號、買方零件編號及版本編號、發票數量、量測單位、單價、總發票金額，與供應商名稱、電話號碼和匯款地址，以及法律或買方要求的其他資訊；及 (ii) 僅得於依本訂單交貨完成後開立，但不得超過買方接受該產品及/或供應商完成服務後 120 日。若發票不含買方訂單編號、超出前述期間後開立或有其他不準確的情形，則買方應有權拒絕供應商的發票。供應商不應此項拒絕而有權暫停履約，而因此造成之遲付或未付款項，應由供應商責任。供應商保證其有權利收受本訂單所述貨幣之款項。不允許任何類型的額外收費。於產品符合本訂單要求之前，買方得暫扣全部或部分款項。買方支付發票金額，並不構成買方接受此等產品。

(b) **Invoicing.** If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier's invoice must: (i) bear Buyer's Order number, the item number of such release, Buyer's part number(s) and revision number(s), invoice quantity, unit of measure, unit price, total invoice amount, and Supplier's name, phone number and address to which remittance should be sent, as well as such other information required by Law or Buyer; and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than 120 days after Buyer's receipt of the Products and/or Supplier's completion of the services. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Supplier to suspend performance, and any resulting delay in payment or nonpayment shall be Supplier's responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the Products conform to the requirements of this Order. Buyer's payment of an invoice shall not constitute its acceptance of the Products.

(c) **抵扣。**買方應有權隨時抵扣供應商依本訂單或其他任何訂單應付給買方或關係企業（據此處定義）之任何及所有金額。本訂單所謂之「關係企業」應指，就買方而言，直接或透過一個或多個媒介間接控制買方、受買方控制或與買方在同一控制下的任何實體（含任何個人、企業、公司、合夥、有限責任公司或集團）。

(c) **Set Off.** Buyer shall be entitled at any time to set-off any and all amounts owed by Supplier to Buyer or an Affiliate (defined herein) on this or any other order. "Affiliate" for purposes of this Order shall mean, with respect to Buyer, any entity, including, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Buyer.

### 2.3 數量。

#### Quantities.

(a) **預測量。**買方得透過以網路為基礎的入口網站，向供應商寄發預測量和訂單（以下稱「GESP」）。可透過 GESP 預測量下載工具（以下稱「FDT」）或買方發行的其他通訊，傳送預測量及產品準備期和固定批量（以下稱「FLOQ」）。儘管有任何相反規定，所有產品採購預測量對買方均無約束力。買方得本於自由裁量，隨時修改任何產品採購預測量。可透過 GESP 或買方發行的其他書面通訊傳送訂單（含開立總括訂單）。買方將提供使用 GESP（含 FDT）的初始訓練。買方與供應商將書面合意 FLOQ 及準備期的需求。除本文規定外，同意買方將個別產品準備期及預測量於 FDT 發布。供應商應每日存取 GESP，以便：(i) 確定買方該日是否發行任何新訂單；及 (ii) 透過輸入承諾出貨日，作為收到訂單的書面承認；及 (iii) 查看對任何現有訂單之任何變動，並透過輸入新承諾出貨日，作為對該變動的書面承認。(a) 當供應商預備出貨時；及 (b) 處理每批出貨的出貨前通知及條碼時，供應商應查看 GESP。供應商應利用 GESP 提出調整準備期、最低採購量或平均加權條款之要求。應供應商要求，買方將提供書面的 GESP 指示、資訊和連結。

(a) **Forecasting.** Buyer may utilize a web-based portal through which Buyer will send forecasts and Orders to Supplier (the "GESP"). The forecasts, as well as Product lead time/s and fixed lot ordering quantities ("FLOQ"), may be communicated via the GESP's forecast download tool ("FDT") or such other Buyer-issued communications. Notwithstanding anything to the contrary, all Product purchase forecasts are not binding in any way on Buyer. Buyer may modify any Product purchase forecasts at any time in its sole discretion. Orders (including blanket releases) may be communicated via the GESP or such other written Buyer-issued communications. Buyer will provide initial training on the use of the GESP, including the FDT. Buyer and Supplier will mutually agree in writing on the FLOQ and lead time requirements. Except as agreed herein, agreed to lead time values for individual Products and the forecast will be posted by Buyer on the FDT. Supplier shall access the GESP on a daily basis in order to: (i) determine whether Buyer has issued any new Orders that day; and (ii) provide the written acknowledgement of Order receipt through entering a promise date for delivery; and (iii) review any changes to existing Orders and provide written acknowledgement of the change through entering a new promise date for delivery. Supplier shall access GESP: (a) when Supplier is ready to ship Product; and (b) to process an advanced shipping notice and bar code for every product shipment. Requests by Supplier to adjust lead time, minimum order quantity or average weighted terms should be submitted utilizing GESP. Buyer will provide written GESP instructions, information and links to Supplier upon request.

GESP 讓供應商能夠存取買方用於優先與供應商溝通的工具，例如，供應商註冊和檔案維護。GESP 還包含買方保存其供應商資訊的主要資料庫。供應商應於 GESP 註冊並確保輸入 GESP 資訊的完整性、最近與準確性（包括但不限於，供應商的產能、法規遵循認證狀況、總部資訊、設施地址及直接或間接從事任何產品相關活動（包括但不限於產品的設計、生產、儲存及/或供應）之所有供應商設施的設施職務聯絡人）。供應商同意每年審查並更新在 GESP 內的供應商資訊，以確保其完整性和準確性，並於效期內，當供應商組織所有變動，以致於當時 GESP 存取到的供應商相關資訊不再是最新、完整或準確時，即視需要立即更新之。應供應商要求，買方將提供書面的 GESP 指示、資訊和連結。

The GESP allows Supplier to access the tools used by Buyer, such as supplier registration and profile maintenance, that optimizes Buyer communications with its suppliers. The GESP also contains the primary database in which Buyer maintains its supplier information. Supplier will register with the GESP and ensure that complete, current, and accurate information (including, but not limited to, Supplier's capabilities, compliance certification status, headquarters information, facility addresses, and functional facility contacts for all Supplier facilities engaged directly or indirectly in any a

activities pertaining to any of the Products, including, but not limited to, the design, production, storage and/or supply thereof) is entered into the GES P. Supplier agrees to annually review and update Supplier's information on the GES P to assure completeness and accuracy, and promptly update as needed throughout the Term when changes occur within Supplier's organization that result in the then-current Supplier-related information accessible on the GES P no longer being current, complete, or accurate. Buyer will provide written GES P instructions, information and links to Supplier upon request.

(b) 一般規定。除買方以訂單或買方根據訂單另行發行書面明定的數量外，買方無義務採購任何數量的產品。供應商不應超出買方明定數量及/或在履行買方出貨時程所需之時間前，作成任何材料承諾或生產安排。否則，供應商應自行負擔因此造成的風險。交付給買方的產品超出買方指定數量及/或早於交期者，可退還給供應商，風險由供應商負擔，而供應商應負責買方因此產生的所有相關費用及支出。

(b) General. Buyer is not obligated to purchase any quantity of Products except for such quantity(ies) as may be specified by Buyer either on the Order or on a separate written release issued by Buyer pursuant to the Order. Supplier shall not make material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Products delivered to Buyer in excess of Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

(c) 最終採購決策。若供應商或其次級供應商或分包商(下稱「分包商」)計畫於本訂單之日起兩(2)年後停止供應或生產本訂單採購之任何產品，及/或於後述第 2.3 (d) 條詳細之十年後，停止生產/供應本訂單產品所需之任何零件(下稱「停產產品」)，則供應商應提前十八(18)個月書面通知買方此一事件，並利用買方的供應商變更申請流程，讓買方得就該停產產品向供應商下達「最終」採購決策訂單。前述規定不應構成拋棄買方依合約、法律或衡平法得主張之任何權利或救濟。

(c) Last Time Buy. If Supplier or its sub-tier suppliers or subcontractors (“**Subcontractor(s)**”) plan to cease supply or production of any Products purchased hereunder and/or necessary for the production/provision of Products hereunder within two (2) years from the date of this Order, or of any Parts after the ten-year period as detailed in Section 2.3(d) below, (“**Discontinued Products**”), then Supplier shall provide Buyer with eighteen (18) months advance written notice of such event and utilize Buyer's Supplier Change Request process so that Buyer may issue an Order(s) for a “last-time” buy from Supplier for such Discontinued Products. The foregoing shall not operate to waive any rights or remedies available to Buyer in contract, at law or in equity.

(d) 零配件供應。買方採購產品之替換零件、現場更換單位、備件及模組，於本條定義為「零件」且視為是本訂單之「產品」。於最後一次交付買方於本訂單採購之產品起十五(15)年內，或雙方同意的較長期間內，供應商將維持下列的能力：(i) 修理及供應產品零件；(ii) 向買方及其客戶提供該修理服務及零件；及 (iii) 提供有效服務和修理產品所需的所有文件、零件、服務工具及器具。於此十五年期間後，若買方每年採購至少十(10)個零件，則供應商於十五年後仍應繼續供應該零件。於此十五年期間的頭兩(2)年內採購之任何零件，其價格不應超過該產品停產當時的有效價格，且於此兩年期間內，供應商不應允許或買方無須支付設置費用。其後，應根據供應商為該零件的實際生產成本，外加任何特殊包裝成本，協議該零件的價格。零件不適用最低採購要求。於此十年期結束後，為了以所有供應商擁有模具生產零件所需，供應商應繼續維護其良好的工作狀態，並且，未提供買方優先議約權購買此等模具前，不應加以處置。

(d) Aftermarket Supply. Replacement parts, field replacement units, spares, and modules for Products purchased by Buyer are for the purpose of this Section defined as “**Parts**” and are considered “**Products**” under this Order. Supplier will maintain for fifteen (15) years from the last shipment of a Product purchased by Buyer under this Order, or such longer period agreed by the parties, the capability to: (i) repair, and supply Parts for, the Products; (ii) make such repair services and Parts available to Buyer and its customers; and (iii) furnish all Documentation, Parts, service tools, and instruments necessary to effectively service and repair the Products. Supplier shall continue to supply such Parts past the fifteen-year period if Buyer orders at least ten (10) Parts per year following such fifteen-year period. The price for any Part purchased in the first two (2) years of the fifteen-year period shall not exceed those prices in effect at the time production of the Product(s) ceases, and no set-up charges shall be permitted by Supplier or paid by Buyer during this two-year period. Thereafter, the price for the Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements for Parts shall apply. After the end of the ten-year period, Supplier shall continue to maintain in good working condition all Supplier-owned tooling required to produce the Parts and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling.

### 3. 交貨與所有權移轉。

#### DELIVERY AND TITLE PASSAGE.

3.1 交貨。時間為本訂單的實質要件。若供應商有任何理由相信將無法按採購交付或完成任何數量的產品，及/或將無法按照時程裝運時，供應商同意立即以書面通知買方。若未及時按照本訂單規定之出貨日期與數量裝運任何產品，或供應商未按照時程交付所有產品及相關文件及/或完成服務，買方可：(i) 要求以最快的方式出貨，費用由供應商負擔；(ii) 將部分或所有該批產品退回給供應商，並由供應商負擔其風險和費用(包括所有運費、倉儲費、處理、裝運及運輸成本)；(iii) 向第三方採購替代的產品與服務，並向供應商收費對此增加的成本差額(若有)；(iv) 指示供應商快遞額外或更換的產品，並由供應商負擔快遞費用；及/或 (v) 賠償買方因供應商未按時履約所產生的所有損害。

3.1 Delivery. Time is of the essence of this Order. Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled. If any shipment of Products is not made in time for delivery on the date and in the quantities set forth in this Order or Supplier fails to deliver all the Products and related Documentation and/or complete the services as scheduled, Buyer may: (i) require delivery by fastest method at Supplier's cost; (ii) return to Supplier

some or all of the Products in said shipment at Supplier's risk and expense (including all freight, warehousing, handling, shipping, and transportation costs); (iii) purchase substitute goods and services from a third party and charge Supplier with the increased difference in cost thereof (if any); (iv) direct Supplier to make an expedited shipment of additional or replacement Products, with the cost of the expedited shipment to be paid by Supplier; and/or (v) recover all damages it incurs as a result of Supplier's failure to perform as scheduled.

### 3.2 運輸與所有權移轉。

#### 3.2 Transportation & Title Transfer.

(a) 運輸。 供應商應遵守買方的運輸及路線規範，該規範將透過 GESP 或買方以其他書面方式傳送給供應商。供應商之任何例外情形，應就每批貨物事先取得買方的書面批准。除買方另有書面規定外，供應商同意：(i) 於運送所有產品時使用買方指定的運送人（明定於買方的運輸與路線規範中），及 (ii) 該運送人將直接向買方請款運費。除買方事前書面授權外，買方將不會支付其他任何運輸費用。若供應商以未經買方事前書面授權之方式或運送人運送產品，或未遵守買方的此類規格和其他要求，供應商將支付與此相關的所有費用，包括所有運費、倉儲費、處理、裝運及運輸成本。供應商將以允許的最低價傳送交鐵路或卡車運輸，而將不會申報運送產品的價值。

(a) Transportation. Supplier will comply with Buyer's transportation and routing guidelines as communicated to Supplier via the GESP or as otherwise communicated by Buyer in writing. Any exceptions by Supplier must be approved in advance and in writing by Buyer on a per shipment basis. Unless otherwise specified by Buyer in writing, Supplier agrees: (i) to use Buyer's designated carrier (as identified in Buyer's transportation and routing guidelines) in the shipment of all Products, and (ii) such designated carrier will bill its transportation charges directly to Buyer. Buyer will not pay any other transportation charges, unless authorized by Buyer in advance and in writing. If Supplier ships Products by a method or carrier without Buyer's prior written authorization or fails to comply with any such Buyer specification and other requirements, Supplier will pay all costs pertaining thereto, including all freight, warehousing, handling, shipping, and transportation costs. Supplier will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

(b) 所有權移轉。 產品所有權和損失風險於相關 Incoterm 規定的同一時間點，從供應商一併移轉給買方。儘管有前述規定，若無法使用買方指定之運送人或不適用 Incoterm 的訂單，則所有權和損失風險將於產品送交到買方之收貨港或買方指定的其他交付地點時移轉給買方。可將提前交付給買方的產品退回給供應商，並由供應商負擔費用。在任何情況下，買方得具體指定運送合約和交貨地。供應商的每批貨物將包括一份裝運單，其中含有 PO 編號、買方產品識別碼及零件號碼、裝運數量、裝運日期、原產國、產品重量和相關法令及/或買方要求的其他資訊。

(b) Title Passage. Title to the Products shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm. Notwithstanding the foregoing, if Buyer's designated carrier is not utilized or Incoterm is not applied in this Order, title and risk of loss will pass to Buyer when the Products are delivered to Buyer's receiving docks or other receiving places designated by Buyer. Products delivered to Buyer in advance of schedule may be returned to Supplier at Supplier's expense. Buyer may specify contract of carriage and named place of delivery in all cases. Each shipment made by Supplier will include a packing list containing the PO number, Buyer product identification and part number, quantity shipped, date of shipment, country of origin, product weight, and such other information required by applicable Law and/or Buyer.

### 3.3 不可抗力。

#### Force Majeure.

(a) 除本訂單第 3.3(b) 條另有規定外，若任一方因超出其合理控制且無責任或過失之情況或事件（下稱「不可抗力」），直接導致遲延或無法履行本訂單義務，將免除該方的責任。不可抗力包括但不限於，天災、任何政府當局之行為（不論有效或無效）、火災、洪水、暴風雨、爆炸、暴亂、自然災害、戰爭、怠工、恐怖主義行動或法院禁制令或命令。主張不可抗力之一方應於不可抗力發生起十 (10) 日內，書面通知他方該遲延之情事（含該遲延的預期持續期間）。於供應商該遲延或未履約之期間內，買方得從一個或多個其他來源取得替代品或更換品，而在此情況下，得按比例減少向供應商要求的產品數量，而買方對此減少概不負任何責任。儘管有前述規定，(i) 供應商應所有合理努力減緩和改善其不良影響，而若踐行本條規定之此類努力範圍內，可減緩或改善此不良影響時，則不應將交貨日延後，(ii) 若於不可抗力事件發生前已屆交貨期，且於原始交貨日即可合理履行交貨時，則不應依本條規定將交貨日延後。若遲延持續超過三十 (30) 日，或是供應商未充分擔保該遲延將於三十 (30) 日內停止，則買方得書面通知終止本訂單，而供應商將於該終止起十 (10) 個營業日內，退還將買方預付的任何資金。

(a) Except as otherwise provided in Section 3.3(b) of this Order, any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was directly caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Products required from Supplier and Buyer will not be liable in any way for such reductions. Notwithstanding the foregoing, (i) Supplier shall use all reasonable efforts to mitigate and ameliorate the adverse effects thereof, and the delivery date shall not be extended pursuant to this Section to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, (ii) the delivery date shall not be extended pursuant to this Section to the extent that delivery was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. If the delay lasts more than thirty (30) days, or if Supplier does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate this Order upon written notice and any funds pre-paid by Buyer will be refunded by Supplier within ten (10) business days of said termination.

(b) 儘管本訂單有任何相反規定，若供應商因以下事由導致遲延或未履行本訂單義務，則於此等事由範圍內，將免除供應商之責任：(i) 供應商及/或其分包商的勞工問題，例如 (僅示例而非列舉)，鎖廠、罷工和怠工，或 (ii) 供應商及/或其分包商無力取得電力、材料、人力、設備或運輸。就本訂單而言，前述本訂單第 3.3(b) 條第 (i) 和 (ii) 款不構成不可抗力。此外，市場狀況及/或波動 (包括但不限於，供應商業務衰退) 不應視為是不可抗力事件。在任何情況下，供應商皆無權因不可抗力享有本訂單的任何價格協調、賠償或其他財務救濟。

(b) Notwithstanding anything in this Order to the contrary, no delay or failure of Supplier to perform its obligations hereunder will be excused if and to the extent that it is caused by: (i) labor problems of Supplier and/or its Subcontractors, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or (ii) the inability of Supplier and/or its Subcontractors to obtain power, materials, labor, equipment, or transportation. Items (i) and (ii) above in this Section 3.3(b) of this Order do not constitute Force Majeure for purposes of this Order. In addition, market conditions and/or fluctuations (including, without limitation, a downturn of Supplier's business) shall not be deemed Force Majeure events. In no event shall Supplier be entitled to any price adjustment, compensation or other financial relief under this Order as a result of Force Majeure.

#### 4. 包裝與文件。

##### PACKAGING & DOCUMENTATION.

4.1 **包裝。** 供應商應自費負責：(i) 安全及適合的產品包裝與標籤；(ii) 遵守全球包裝要求，可見於 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (供應商承認其已查閱，下稱「**全球包裝要求**」)，及 (iii) 遵守製造、裝運、轉運及/或目的國關於包裝、標籤與運輸的所有相關法令。除買方另以書面同意外，買方將不接受採購產品的部分出貨。於經證明為正當的情況下，供應商應使用可退還且可再使用的產品容量。

4.1 **Packaging.** Supplier is responsible, at its own expense, for: (i) the safe and suitable packaging and labeling of the Products; (ii) complying with the Global Packaging Requirements, located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> (the “**Global Packaging Requirements**”), which Supplier acknowledges it has read, and (iii) complying with all applicable Laws relating to the packaging, labeling, and carriage of the Products in the countries of manufacture, shipment, transit, and/or destination. Unless Buyer otherwise agrees in writing, Buyer will not accept partial shipments of Products ordered. Supplier shall utilize returnable and reusable product containers where justified.

4.2 **文件。** 於適用時，供應商應在不另行收費的前提下，立即向買方交付完整一套所有文件的可複製主要副本。將以買方可接受之格式和語言提供文件 (及其所有主要副本)。若對產品之任何變更需要變更文件時，供應商將立即通知買方此等變更，並免費提供買方修改文件的可複製主要副本。所有此類修改後的主要副本，將遵守前述的格式和語言要求。買方得書面通知供應商修改文件格式和語言要求。「**文件**」是指所有產品相關資訊，包括使用者手冊、圖紙、圖解、設計歷史檔案、標籤、功能說明、產品描述、指示、操作指南、宣傳材料、影片和備件清單，以及有關操作理論、服務故障排除診斷、測試協定的所有文件，與使用、安裝、製造、操作、維護和維修產品所需的指示。所謂「文件」還包括供應商就前述任何一項創造或提供的所有修改版。

4.2 **Documentation.** Where applicable, Supplier will promptly deliver to Buyer at no additional charge a complete set of reproducible master copies of all Documentation. The Documentation, including all master copies thereof, will be provided in a format and language acceptable to Buyer. If any change in a Product requires a change in the Documentation, Supplier will promptly notify Buyer of the change, and provide at no charge to Buyer a reproducible master copy of the revised Documentation without charge. All such revised master copies will comply with the formatting and language requirements specified above. Buyer may modify the Documentation formatting and language requirements upon written notice to Supplier. “**Documentation**” means all Product-related information, including user manuals, drawings, schematics, design history files, labels, functional descriptions, Products descriptions, instructions, operator aids, promotion material, videos, and spare part lists, as well as all documentation pertaining to theories of operation, service troubleshooting diagnostics, testing protocols, and instructions necessary for the use, installation, manufacture, operation, maintenance, and repair of the Products. The term “Documentation” also includes all revised versions of any of the foregoing that are created or provided by Supplier.

#### 5. 變更。

##### CHANGES.

5.1 **買方變更。** 買方得隨時變更本訂單範圍內的一項或多項：(a) 圖紙、設計或規格；(b) 運送或包裝方式；(c) 交貨地點與時間；(d) 買方配備財產之金額；(e) 品質；(f) 數量；或 (g) 產品範圍或時程。在買方書面提出此等變更前，供應商不應開始實施任何變更。若任何變更造成本訂單任何工作的成本或時程增加或減少，應以書面方式相應調整價格及/或交貨時程 (若適用)。供應商主張之任何此類調整，除於供應商收到變更或暫停通知起 10 日內提出外，皆應視為棄權，且僅得包含因該變更為直接原因，所必然發生的合理、直接成本。

5.1 **Buyer Changes.** Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Products. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the price and/or delivery schedule as applicable. Any Supplier claim for such adjustment shall be deemed waived unless asserted within 10 days from Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

5.2 **供應商變更。** 供應商提議之變更，包括材料、製程或軟體變更，其可能影響產品形式、適合度、功能、可靠性、可用性、性能、已批准的零件品質計畫、功能互換性、法規遵循性、安全性、選項或零組件互換性或介面性能，則應利用買方的變更通知系統提供書面變更通知，以取得買方之前書面批准。這可能包含變更材料來源及組件、產品停產、變更製程、測試程序、製造地點、設備搬遷或更換，及分

包商預期的任何類似變更。此類變更於買方書面批准前不得為之，而於供應商收到買方對變更的書面批准前，不得交付受該變更影響的產品。供應商應負責取得、完成和提交與任何及所有變更相關的正確文件，包括遵守買方發布的任何書面變更程序。對於供應商提議之變更，應利用 GESP 提交其調整準備期、最低採購量或平均運送週數。

**5.2 Supplier Changes.** Changes proposed by Supplier, including material, process, or software changes, which may affect form, fit, function, reliability, serviceability, performance, approved part quality plans, functional interchangeability, regulatory compliance, safety, options or spare parts interchangeability or interface capability of a Product must be submitted utilizing Buyer's change notice system along with a written change notice, for Buyer's prior written approval. This may include changes in sources of material and components, product discontinuation, changes in manufacturing processes, test procedures, manufacturing locations, relocation or replacement of equipment and any similar changes that are anticipated by Subcontractors. No such change shall occur until Buyer has approved the change in writing, and Products affected by any such changes shall not be delivered to Buyer until Supplier has received written approval for the changes from Buyer. Supplier shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Changes proposed by Supplier to adjust lead time, minimum order quantity or average weeks to transport should be submitted utilizing the GESP.

**5.3 製造設施之移轉.** 供應商僅得在買方書面批准與認證之供應商製造設施內製造產品。若供應商希望移轉該產品的製造設施，供應商應至少提前十八 (18) 個月書面通知買方，而後，買方將負責對供應商提議製造地點的認證流程。供應商將全權負責將產品移轉到不同製造設施的相關的一切合理、記錄在案且實付的費用。這些費用包括：(i) 買方認證提議製造地點的差旅及時間，(ii) 買方製造驗證和確效 (含與材料認證相關的一次性工程費用 (NRE))；及 (iii) 與此移轉相關的所有買方財產移轉費用。

**5.3 Transfer of Manufacturing Facility.** Supplier shall manufacture the Products only at the Supplier manufacturing facility that has been approved and qualified by Buyer in writing. In the event Supplier desires to transfer the manufacturing facility for the Products, Supplier shall provide not less than eighteen (18) months advance written notice to Buyer, and Buyer will thereafter undertake the process of qualifying the Supplier's proposed manufacturing site. Supplier will bear sole responsibility for funding all reasonable, documented and out of pocket costs associated with the transfer of Products to a different manufacturing facility. These costs shall include: (i) Buyer's travel and time to qualify the proposed manufacturing site, (ii) Buyer manufacturing verification and validation (including non-recurring engineering costs (NRE) tied to qualification of materials); and (iii) all Buyer's Property transfer costs associated with such transfer.

**5.4 暫停.** 買方得隨時通知供應商，於其認為適當的時間內，暫停實施本訂單的所有或任何部份工作。於收到暫停通知後，供應商應立即暫停指定範圍內的工作，適當照顧和保護所有進行中的工作和材料、供給品和供應商手上履約用的設備。應買方要求，供應商應立即交付買方未完成的訂單副本及該工作的材料、設備及/或服務分包合約，並按照買方指示採取與該訂單和分包合約有關的行動。買方得隨時以明定生效日及撤銷範圍之書面通知，撤銷對所有或部分已暫停工作的暫停。供應商應於明定之撤銷生效日起恢復努力履約。為了實施因暫停造成的任何工作，而主張必須增減成本或時間者，得依前述第 5.1 條規定提出，並應符合該規定。

**5.4 Suspension.** Buyer may at any time, by notice to Supplier, suspend performance of all or any part of the work under this Order for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 5.1 above.

## 6. 檢查/測試與品質。

### INSPECTION/TESTING AND QUALITY.

**6.1 檢查/測試.** 為了評估供應商的工作品質及/或對本訂單之遵循，在買方合理通知下：(a) 與本訂單採購產品有關的所有商品、材料和服務，包括原料、組件、裝置、在製品、工具和最終產品，應在所有地點接受買方、其客戶、代表人或主管機關的檢查和測試，包括製造產品或產品所在地或服務實施地，無論是在供應商場所或他處；及 (b) 與本訂單有關的所有供應商設施、帳冊和記錄，應接受買方或其指定人之檢查和測試。此外，若身為 CE 標示醫療器材製造商的買方指定供應商為主要供應商，則供應商應按照主管機關要求，在未事前通知的情況下，接受第三方稽核員的檢查。若在供應商或其分包商場所進行任何檢查、測試、稽核或類似監督活動，在不另行收費的前提下，供應商應：(i) 為了檢查人員的安全及方便，提供所有合理的存取及協助；及 (ii) 於檢查人員抵達該場所時，為了檢查人員的安全，採取所有必要的預防措施，及實施適當的安全程序，包括出於對檢查人員安全之相關顧慮，立即停止所有活動。若檢查人員認為，當地狀態可能危及檢查人員在該場所的安全、健康或保護，買方或其指定人、其關係企業及/或其相關客戶，得將部分或所有工作人員調離該場所，而因此導致供應商或其分包商之任何影響，買方概不負責。供應商同意配合此類稽核與檢查，包括完成與交回問卷，和提供其專業代表人。買方檢查或未檢查或拒絕或透過檢查發現瑕疵，並不免除供應商於本訂單之責任，亦不賦予買方賠償之責。

**6.1 Inspection/Testing.** In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the Products purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the Products are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) of Supplier's facilities, books and records relating to this Order shall be subject to inspection and audit by Buyer or its designee. In addition, if Buyer, as the manufacturer of CE-marked medical devices designates Supplier as a critical supplier, the Supplier shall be subject to inspection without prior notice by third party auditors as

required by regulatory authorities. If any inspection, test, audit or similar oversight activity is made on Supplier's or its Subcontractors' premises, Supplier shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises, including, where requested by an inspector for safety-related concerns, stopping all activities immediately. If, in the opinion of an inspector, the safety, health or security of the inspectors on such premises may be imperiled by local conditions, Buyer or its designee, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Supplier or its Subcontractors. Supplier agrees to cooperate with such audit and inspection, including completing and returning questionnaires and making available its knowledgeable representatives. Buyer's inspection or failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order nor impose liabilities on Buyer.

## 6.2 品質。

### Quality.

(a) **品質要求。**於買方要求時，供應商應立即按照買方要求的格式及方式，提交及時的生產與流程資料（下稱「**品質資料**」）。供應商應提供並維護一套檢查、測試和流程控制系統（下稱「**供應商品質系統**」），其涵蓋依本訂單所提供、可為買方及其客戶接受，以及遵守 ISO 或同等標準、相關法規要求、買方品質政策、本訂單品質要求及/或雙方另以書面約定之其他品質要求，包括（若適用）雙方另行簽署且透過引用成為本訂單一部分的供應商品質要求文件（以下合稱「**品質要求**」）。買方接受供應商品質系統，並不會改變供應商於本訂單的義務及/或責任，包括供應商與其分包商有關之義務。若供應商品質系統未符合本訂單條件，為了符合買方的品質要求，買方得要求供應商自費採取額外的品質擔保措施。此類措施可能包括，買方要求供應商在供應商設施設置買方批准的第三方品質稽核員/檢查人員，以解決供應商品質系統上的缺失，或是，買方品質要求規定或雙方另以書面合意的其他措施或要求。於下列期間內（以較長者為準），供應商應保存有關供應商品質系統的完整記錄（包括所有測試及檢查資料）並提供給買方及其客戶：(a) 產品壽命外加七 (7) 年；(b) 本訂單相關規格規定之期間；(c) 品質要求規定之期間；或 (d) 相關法令規定之期間。若供應商非產品的製造商，供應商應聲明該產品對符合性聲明/驗收資料記錄上原始設備製造商的可追溯性。若供應商無法證明該產品的可追溯性，在未取得買方書面同意前，供應商不得將該產品出貨給買方。買方對圖紙的任何審閱或批准，僅供供應商參考之用，並不免除供應商符合本訂單所有要求的責任。

(a) **Quality Requirements.** When requested by Buyer, Supplier shall promptly submit real-time production and process data ("**Quality Data**") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("**Supplier's Quality System**") covering the Products provided hereunder that is acceptable to Buyer and its customer and complies with ISO or a comparable standard, applicable regulatory requirements, Buyer's quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties, including, if applicable, the Supplier Quality Requirements document separately executed by the parties and incorporated herein by reference (collectively, "**Quality Requirements**"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under this Order, including Supplier's obligations regarding its Subcontractors. If Supplier's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements. Such measures may include Buyer requiring Supplier to install Buyer approved third party quality auditor(s)/inspector(s) at Supplier's facility(ies) to address the deficiencies in Supplier's Quality System or other measures or requirements that may be specified in Buyer's Quality Requirements or otherwise agreed upon by the parties in writing. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) the life of the Products plus seven (7) years; (b) such period as set forth in the specifications applicable to this Order; (c) such period set forth in the Quality Requirements; or (d) such period as required by applicable Law. If Supplier is not the manufacturer of the Products, Supplier shall certify the traceability of the Products to the original equipment manufacturer on the Certificate of Conformance/Acceptance Data Record. If Supplier cannot certify traceability of the Products, Supplier shall not ship such Products to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

(b) **產品召回。**若因供應商應負責之瑕疵、不合格或不符合，GE 決定對本訂單的採購產品或含有本訂單採購產品的買方產品，進行召回、現場修改、更正或移除（下稱「**現場措施**」）時，供應商應賠償並使買方免於因任何現場措施所產生的所有買方合理費用和支出，包括關於以下事項的所有費用：(i) 調查及/或檢查受影響的產品；(ii) 通知買方客戶；(iii) 修理或（若無法修理該產品或修理不可行時）買回或更換被召回的產品；(iv) 包裝及運送被召回的產品；(v) 重新安裝修理後的產品及/或安裝買回或更換後的產品；及 (vi) 媒體通知。在向大眾或政府機關提出有關該現場措施或潛在安全危害的任何聲明前，各方應相互諮詢意見，但通知會遲誤法律要求的及時通知時，不在此限。

(b) **Product Recall.** If GE determines that a recall, field modification, correction or removal ("**Field Action**") involving a Product purchased under this Order or a Buyer product incorporating a Product purchased under this Order was caused by a defect, non-conformance or non-compliance which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all Buyer's reasonable costs and expenses incurred in connection with any Field Action, including all costs related to: (i) investigating and/or inspecting the affected Products; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the Products is impracticable or impossible, repurchasing or replacing the recalled Products; (iv) packing and shipping the recalled Products; (v) reinstalling repaired Products and/or installing repurchased or replaced Products; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such Field Action or potential safety hazards, except where such consultation would prevent timely notification required by Law.

(c) **產品疑慮。**供應商將確保，於交付產品及/或實施服務前，買方將以書面方式收到供應商擁有或合理提供，有關任何產品運送、處理或使用及/或任何服務實施中存在任何潛在危害的所有資訊（下稱「**產品疑慮**」）。若於交付產品或服務開始後，供應商在任何時間得知任何產品疑慮，供應商將立即：(i) 以書面方式通知買方；及 (ii) 提供買方可能要求的額外資訊及文件。

(c) **Product Concerns.** Supplier will ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling, or use of any Products and/or performance of any services (“**Product Concerns**”) will be received by Buyer in writing prior to delivery of the Products and/or performance of the services. In the event Supplier becomes aware of any Product Concerns any time after the delivery of Products or commencement of services, Supplier will immediately: (i) notify Buyer in writing; and (ii) provide such additional information and Documentation as Buyer may require.

## 7. 接受/拒絕。

### ACCEPTANCE/REJECTION.

7.1 若於交貨後三十 (30) 日內 (下稱「**檢查期間**」), 發現依本訂單提供的任何產品有瑕疵或有其他不符合本訂單要求 (包括任何適用之品質要求和規格) 的情形, 無論該瑕疵或不合格與供應商或直接或間接分包商提供之範圍有關, 則, 除了法律、合約及/或衡平法賦予的其他任何權利、救濟及選擇外, 買方得自由選擇與決定: (a) 要求供應商自費立即重新實施任何有瑕疵部分的服務, 及/或要求供應商立即修理或以符合本訂單所有要求的產品更換不合格產品; (b) 採取補正所有瑕疵及/或讓產品符合本訂單所有要求所需的措施, 在此情況下, 供應商應負責所有相關成本和支出 (包括材料、人力與處理成本, 以及任何需要重新執行的加值機械加工或其他服務) 與其他合理費用; (c) 拒絕及/或退還所有或任何部分的产品, 並由供應商負擔其風險和費用; (d) 暫扣所有或部分款項; 及/或 (e) 解除本訂單, 且不負賠償之責。買方還可根據合理的產品抽樣 (由買方全權決定) 拒絕整個訂單。對於任何修理或更換, 供應商應自費執行買方要求的任何測試, 以驗證其符合本訂單。買方於檢查期間結束前或後, 就本訂單產品支付部分或全數款項, 將不會: (i) 構成其接受該產品; (ii) 影響供應商於本訂單所為之責任、保證或聲明, 包含有關不合格產品者; 或 (iii) 構成拋棄法律或衡平法賦予買方的任何權利或救濟。

7.1 If any of the Products furnished pursuant to this Order are found within thirty (30) days after delivery (the “**Inspection Period**”) to be defective or otherwise not in conformity with the requirements of this Order, including any applicable Quality Requirements and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect Subcontractor, then Buyer, in addition to any other rights, remedies and choices it may have by Law, contract and/or at equity, at its option and sole discretion, may: (a) require Supplier, at its expense, to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming Products with Products that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Order, in which event all related costs and expenses (including material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier’s account; (c) reject and/or return at Supplier’s risk and expense all or any portion of such Products; (d) withhold total or partial payment; and/or (e) rescind this Order without liability. Buyer may also reject any entire Order based upon a reasonable sampling of Products as determined solely by Buyer. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order. Partial or total payment by Buyer for Products under this Order prior to, or after the conclusion of, the Inspection Period will not: (i) constitute its acceptance thereof; (ii) affect Supplier’s responsibilities, warranties, or representations under this Order, including those pertaining to any nonconforming Products; or (iii) operate to waive any rights or remedies available to Buyer at Law or in equity.

7.2 供應商應賠償買方因任何不合格產品所產生的任何及所有費用和支出, 不論買方是否拒絕該產品。買方將向供應商逐項列出此類費用和支出, 其中可能包含瑕疵材料的成本、相當於不合格產品價格百分之十五 (15%) 的處理費、運輸費、附帶材料與人工成本、分類和重工費用、不合格產品 (含延遲交貨) 直接造成的生產損失, 以及對買方造成損失的其他任何實際成本。

7.2 Supplier shall be liable for any and all costs and expenses incurred by Buyer as a result of any non-conforming Products, whether or not Buyer rejects such Products. Buyer will itemize such costs and expenses to Supplier, which may include cost of defective materials, a handling charge equal to fifteen percent (15%) of the price of the non-conforming Products, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the non-conforming Products (including late delivery), and any other actual costs creating a loss to Buyer.

## 8. 保證。

### WARRANTIES.

8.1 供應商保證, 依本訂單提供的所有產品 (不論是供應商或任何分包商所提供): (a) 不含任何索賠、留置權、擔保利益或權利負擔 (不含透過買方產生的留置權); (b) 具備新且可銷售的品質、未使用、非以整修材料重新組裝或製造; (c) 不含一切所有權、工藝及材料上的瑕疵, 無論是潛在或其他; (d) 不含所有設計瑕疵, 並且, 若供應商知悉 (或可得而知) 買方或其客戶就該產品預期的特定用途, 則應具備其預期的特定用途; (e) 應嚴格遵循所有規格、樣品、圖紙、設計、說明、指示、計畫、最終使用者文件、其他文件和買方批准或採用的其他要求製造與提供; (f) 由供應商或其獲准分包商在供應商指揮下製造、加工與組裝; (g) 可安全用於其預期用途、無毒且對人或其環境無異常危害; (h) 符合所有品質要求; (i) 已收到所有相關的必要法規證書; 及 (j) (含使用及/或經銷該產品) 不侵害或濫用任何第三方的任何專利、著作權、營業秘密、商標或其他智慧財產權, 而未取得該方的事前書面同意。

8.1 Supplier warrants that all Products provided pursuant to this Order, whether provided by Supplier or any Subcontractor: (a) are free of all claims, liens, security interests, or encumbrances (other than liens arising through Buyer); (b) are of new and merchantable quality, not used, rebuilt or made of refurbished material; (c) are free from all defects in title, workmanship and material, whether latent or otherwise; (d) are free from all defects in design and, if Supplier knows (or has reason to know) of a particular purpose for which Buyer or its customers intend to use the Products, are fit for the particular purpose for which they are intended; (e) are manufactured and provided in strict accordance with all specifications, samples, drawings, designs, descriptions, instructions, plans, end-user documentation, other Documentation and other requirements approved or adopted by Buyer; (f) are

manufactured, processed and assembled by Supplier or its approved Subcontractors under Supplier's direction; (g) are safe for their intended use, non-toxic, and present no abnormal hazards to persons or their environment; (h) comply with all Quality Requirements; (i) have received all applicable regulatory certifications as required; and (j) (as well as the use and/or distribution of the Products) do not infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party without such parties' prior written consent.

8.2 供應商承諾，依本訂單提供的所有服務（不論是供應商或任何分包商所提供）應：(a) 以及時、專業且技術嫺熟的方式實施；(b) 嚴格符合買方的所有要求、規格、圖紙、計畫、指示、最終使用者文件、其他文件、樣品和其他說明；及 (c) 不侵害或以其他方式違反或濫用任何第三方的任何專利、著作權、營業秘密、商標或其他智慧財產權。

8.2 Supplier Covenants that all services provided pursuant to this Order, whether provided by Supplier or any Subcontractor shall: (a) be performed in a timely, professional, and workman-like manner; (b) conform strictly to all of Buyer's requirements, specifications, drawings, plans, instructions, end-user documentation, other Documentation, samples, and other descriptions; and (c) not infringe or otherwise violate or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.

8.3 前述第 8.1(c) 和 8.1(e) 條規定的保證，應及於將來產品之履行，並適用於買方依前述第 7 條規定驗收起二十四 (24) 個月內，而對於第三方組件的相關保證，得延長超過此二十四 (24) 個月期間。本訂單規定之供應商其他所有保證，將永久存續。本合約所載之保證：(a) 於買方、其經銷商、分銷商、通路夥伴、再被授權人及客戶檢查、驗收與使用後，仍然有效；(b) 係出於客戶及其繼承人、受讓人、經銷商、分銷商、通路夥伴及客戶之利益；及 (c) 與買方另行書面同意或法律規定的任何保證、權利及/或救濟併存。

8.3 The warranties set forth in Sections 8.1(c) and 8.1(e) above shall extend to future performance of the Products and apply for a period of twenty-four (24) months from Buyer's acceptance in accordance with Section 7 above and may be longer for warranties pertaining to third party components that extend beyond twenty-four (24) months. All other warranties of Supplier set forth in this Order will survive in perpetuity. The warranties set forth herein: (a) survive the inspection, acceptance, and use of the Products by Buyer, its distributors, sub-distributors, channel partners, sub-licensees, and customers; (b) are for the benefit of Buyer and its successors, assigns, distributors, sub-distributors, channel partners, and customers; and (c) are in addition to any warranties, rights, and/or remedies to which Buyer may otherwise agree to in writing or which are provided by Law.

8.4 當其不符合本訂單規定之聲明和保證時，買方得利用供應商的退貨流程將任何產品退還或使人退還給供應商，或要求重新履行任何服務，(下稱「**不合格品**」)，但前提是，供應商於保證期間書面要求買方進行此退貨流程。退回到供應商場所的不合格品，供應商應預付所有運輸、保險及處理費用 (含退回到買方或其運送人的運費)。應買方要求，供應商將提供其向/從供應商寄送/收受所有不合格品和修理或更換產品的運輸帳號，或是，根據買方自行決定，買方得利用其運送人寄送該不合格品，並收取每件不合格品採購價格的 7% 作為處理費。不合格品的損失風險，於將該不合格品交付給運送人時移轉給供應商。供應商將自費：(i) 根據買方的自行決定，修理或更換不合格品，使其符合所有聲明與保證 (含所有品質要求及規格)，及 (ii) 將更換品或修理後的產品交付到買方於供應商收到該不合格品後五 (5) 日內，以書面指定的地址和實體；但是，若買方於產品安裝後七 (7) 日內發出不合格通知，則供應商將更換不合格品而非修理。如果交付修理或更換產品需要的時間超過五日，供應商應於該五日期間屆滿前，立即以書面方式將此該情形通知買方。如果供應商無法於三十 (30) 日內修理並送回產品，供應商將 (根據買方書面指示) 依後述第 8.5 條規定全額退費給買方。任何修理或更換後的產品或其部分，或重新履行的服務，應適用與前述規定相同的保證。對於任何修理或更換，供應商應自費執行買方要求的任何測試，以驗證其符合本訂單。

8.4 Buyer may return or have returned to Supplier any Products, or require the re-performance of any services, that do not conform to the representations and warranties set forth in this Order ("**Nonconforming Product(s)**") by using Supplier's return process, provided Supplier requests such return process in writing to Buyer within the warranty period. Nonconforming Products returned to Supplier's facility shall have all transportation, insurance, and handling charges (including return shipment to Buyer or its customer) prepaid by Supplier. At Buyer's request, Supplier will provide its shipping account number for shipping/receiving all Nonconforming Products and repaired or replacement Products to/from Supplier or, at Buyer's discretion, Buyer may ship the Nonconforming Products using its carrier and assess a handling fee of 7% of the purchase price of each Nonconforming Product. Risk of loss for Nonconforming Products will pass to Supplier when the Nonconforming Product is delivered to the carrier. Supplier will at its cost: (i) at Buyer's sole discretion, either replace or repair, at Buyer's sole discretion, the Nonconforming Product to bring it in conformity with all representations and warranties (including all Quality Requirements and specifications), and (ii) deliver the replacement or repaired Product to the address and entity specified by Buyer in writing within five (5) days after Supplier's receipt of the Nonconforming Product; provided, however, that Supplier will replace the Nonconforming Product, in lieu of repair, if Buyer provides notice of the non-conformity within seven (7) days of Product installation. If it will take longer than such five-day period to deliver the repaired or replacement Product, Supplier will promptly notify Buyer of such circumstance in writing prior to the lapse of said five-day period. If Supplier is unable to repair and return the Product within thirty (30) days, Supplier will (at Buyer's written direction) provide Buyer a complete refund in accordance with Section 8.5 below. Any repaired or replaced Product, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

8.5 除前述第 8.4 條規定之救濟外，供應商還將立即支付買方與更換不合格品有關的所有費用及支出，包括與所有現場工程師 (FE) 人力及材料成本 (人力 + 差旅) 有關的費用。供應商將於收到任何退費、費用及支出的發票起三十 (30) 日內，以電匯或支票方式依此類買方發票付款。相反的，買方得本於自行決定且於隨時選擇，將依本訂單到期應付的其他金額，作為折讓或抵銷買方依本訂單或其他規定應支付給供應商的任何金額。供應商應提供買方要求的支援，以確定與現場發現的任何產品問題有關的根本原因，及/或應買方定期的要求，提供有關產品修理的平均故障間隔 (MTBF) 資料。

8.5 In addition to the remedies noted in Section 8.4 above, Supplier will also promptly reimburse Buyer for all costs and expenses associated with replacements of Nonconforming Products, including those costs associated with all Field Engineer (FE) labor and material costs (labor + travel).

Supplier will pay such Buyer invoices for any refund, costs and expenses by wire transfer or check within thirty (30) days of Supplier receiving such invoice. Buyer may instead elect, at its sole discretion and at any time, to use the amount(s) that would otherwise be due hereunder as a credit or set-off that Buyer may use on any amount(s) owed to Supplier under this Order or otherwise. Supplier shall provide Buyer such support as Buyer may require in order to determine root causes related to any Product issues found in the field and/or provide MTBF (Mean Time Between Failures) data for Product-related repairs as requested by Buyer periodically.

8.6 **資料抹除要求。**對於退回給供應商的不合格品，在買方或任何第三方重新發貨或重新使用該不合格品之前，供應商應安全抹除不合格品的電子或電磁媒體（包括但不限於，硬碟、快閃儲存裝置，例如 ATA 固態硬碟、SCSI SSD、USB 可攜式媒體、記憶卡及內嵌式插板及快閃裝置），以預防未經授權揭露其中可能殘留的資料。本合約所載的安全抹除，應一併完成符合國家標準和科技機構媒體資料銷毀方針的「00」或「11」十六進制單程覆寫。完成此安全抹除後，供應商將使用標準軟體方式確認並記錄無可恢復的可使用資料。

8.6 **Data Wiping Requirements.** Supplier shall prevent the unauthorized disclosure of data that may reside in any Nonconforming Product returned to Supplier by conducting a secure wipe of the Nonconforming Product's electronic or magnetic media (including, but not limited to, hard drives, flash-based storage devices such as ATA solid state drives, SCSI SSDs, USB removable media, memory cards, and embedded flash on boards and devices) prior to reissue or reuse of the Nonconforming Product by Buyer or any third party. The secure wipe required hereunder shall be accomplished by completing a single pass overwrite of a "00" or "11" hex, consistent with the National Institute of Standards and Technology Guidelines for Media Sanitation. Subsequent to completion of this secure wipe, Supplier shall confirm and document that no usable data is recoverable using standard software methods.

8.7 供應商同意將其分包商提供的任何額外保證，擴大適用於買方及其客戶。對於向供應商所有分包商直接或間接採購或履行的所有材料、子組件及服務，供應商應對買方負責。供應商應盡商業上合理努力，將 GE 醫療標準採購條款轉達給其分包商，或是最低限度，在此保證並聲明與分包商簽訂的所有合約都含有與本訂單規定一致且不致於更鬆散的規定（含保證與賠償）。供應商應代表本身並出於買方利用行使此等條款，並且，若供應商未行使其與此等供應商的條款，則在此視買方為與此等供應商間供應商合約的受益第三方，並在此轉讓代替供應商行使此等條款的權利，且費用由供應商負擔。儘管有前述規定，雙方明確同意因供應商之分包商保證、賠償及/或救濟差異所產生的所有風險，應歸供應商負擔，並且不會因此限制供應商依本訂單對買方的保證義務和賠償責任。

8.7 Supplier agrees to extend to Buyer and its customers any additional warranties received from Supplier's Subcontractors. Supplier shall be liable to Buyer for all material, subcomponents and services purchased directly or indirectly from or performed by all of Supplier's Subcontractors. Supplier shall use commercially reasonable efforts to flow down these GE Healthcare Standard Terms of Purchase to its Subcontractors, or at a minimum, hereby warrant and represent that all its contracts with its Subcontractors contain provisions, including warranty and indemnity, which are in conformity with and no less stringent than the provisions of this Order. Supplier shall enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such suppliers then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such suppliers and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY AGREE THAT ALL RISKS ARISING FROM GAPS IN WARRANTY, INDEMNITY AND/OR REMEDIES WITH SUPPLIER'S SUBCONTRACTORS SHALL BE BORNE BY SUPPLIER AND SHALL NOT LIMIT SUPPLIER'S WARRANTY OBLIGATION OR LIABILITY TO BUYER HEREUNDER.

## 9. 修理與維護服務。

### REPAIR & MAINTENANCE SERVICES.

9.1 關於為了修理、全面檢查及/或維護服務而寄送給供應商的所有產品：(a) 供應商保存運送記錄和收據，以確定該產品在保固之列，並於每個日曆季度開始時，向 GEHC 提出一份書面報告，表明於前一日曆季度修理或更換的產品，以及此等產品是否在保固範圍內。(b) 應買方合理要求，供應商應對在供應商場所的不合格品及服務產品執行實物盤點，並向買方提出一份書面報告。供應商應合理協助買方判定買方記錄和供應商記錄就該實物盤點的任何差異。若供應商遺失、破壞或有無法說明買方退回產品的其他情形，供應商根據該產品價值，提供買方折讓、支票或更換產品。(c) 供應商每日使用含有電子修理追蹤（下稱「eRT」）的供應商資源或買方批准的同等系統，追蹤產品在買方與供應商間的流向。於供應商收到該產品起一 (1) 個營業日內，供應商應將 eRT 上的買方訂單現狀，從「在途中」修改為「在供應商處」。於供應商將該產品寄送給買方起一 (1) 個營業日內，供應商應將 eRT 上的買方訂單現狀，從「在供應商處」修改為「退還給買方」。供應商應負責使用 eRT：(i) 識別每個退回產品是在保固中或超過保固；及 (ii) 要求買方以書面預先批准以下任何項目：產品相關非標準修理的價格變動、報廢、無法識別及/或寫錯貨物地址。(d) 供應商應任命一名聯絡人管理買方的資訊系統（例如 eRT、iSP），並通知買方所有貨物承諾日期、要求許可變更請求或傳達該貨物的相關問題。對於買方單獨且全權決定下，認為是合理且必要的相關買方資源，買方應向供應商提供單一聯絡人，以及對此的買方培訓與存取權限。(e) 供應商應確保透過使用此等買方資源有效追蹤所有產品，以將損失降至最低。供應商應立即透過支援中心工作流表或買方合理要求供應商的其他任何流程，向買方修理團隊傳達與運送或追蹤產品有關的任何問題。此類問題應包括但不限於：不當運送產品、修理單不在 eRT 內及收受的產品未有文件。

9.1 With respect to all Products shipped to Supplier for repair, overhaul and/or maintenance services: (a) Supplier shall maintain a record of shipments and receipts to determine warranty coverage of the Products, and provide to GEHC at the beginning of each calendar quarter with a written report that specifies the Products that were repaired or replaced during the immediately preceding calendar quarter, and whether each such Product was in or out of warranty. (b) At Buyer's reasonable request, Supplier shall conduct a physical inventory of Nonconforming Products and Service Products on Supplier's site and provide Buyer a written report. Supplier shall reasonably assist Buyer in determining any discrepancies between Buyer's records and Supplier's records pertaining to such physical inventory. Supplier shall either provide Buyer a credit, check, or replacement product, based on the value of the Product if Supplier loses, damages, or is otherwise is unable to account for Products returned by Buyer. (c) Supplier shall utilize Buyer's

resources consisting of the Electronic Repair Tracker (“eRT”) or Buyer’s approved equivalent system on a daily basis to track the flow of Products between Buyer and Supplier. Supplier must modify Buyer’s Order status in eRT from “In Route” to “At Supplier” within one (1) business day of Supplier receipt of such Product. Supplier must modify Buyer’s Order status in eRT from “At Supplier” to “Returned to Buyer” within one (1) business day of Supplier’s shipment of such Product back to Buyer. Supplier is responsible for using eRT to: (i) identify in warranty and out of warranty status of each returned Product; and (ii) request Buyer’s written pre-approval for any of the following: price changes for product-related non-standard repair, scrap, misidentification, and/or misdirected shipments. (d) Supplier shall appoint a single point of contact for managing Buyer’s information systems (e.g. eRT, iSP) and notifying Buyer of all shipment promise dates, requesting authorization for change requests, or communicating problems associated with such shipments. Buyer shall provide Supplier a single point of contact and such training for, and access to, applicable Buyer resources as Buyer determines to be reasonable and necessary under the circumstances in Buyer’s sole and absolute discretion. (e) Supplier shall ensure all Products are tracked effectively through the use of such Buyer’s resources in order to minimize loss. Supplier shall promptly communicate any problems associated with the shipment or tracking of Products to the Buyer’s repair team through Support Central Workflow forms, or any other process that Buyer reasonably requests of Supplier. Such issues shall include, but are not limited to: improperly shipped Products, repair Orders not in eRT, and Products received without paperwork.

9.2 若買方為保固外的產品購買修理、全面檢查及/或維護服務(下稱「服務產品」), 應適用以下額外規定:(a) 服務產品應視為是「產品」, 並適用本訂單條款與條件。(b) 買方享有唯一權限, 可決定供應商是否應修理或報廢服務產品, 並退還到買方指定場所。未事先取得買方書面許可, 供應商不應報廢任何服務產品。(c) 對於買方許可報廢的服務產品, 其所有權和遺失風險於移除及交換時移轉給供應商。供應商保證將遵守買方關於處置及/或報廢服務產品的書面指示。對於未經授權或不當使用、散布、處置或報廢瑕疵產品所產生的任何及所有索賠, 供應商在此同意免除、辯護、賠償並使買方免於傷害。(d) 除第 9.2(c) 條規定外, 買方或其客戶隨時保有對服務產品的單獨所有權, 而供應商保證將不會採取自行或使他人採取任何行動, 導致對任何服務產品設定任何形式留置權或權利負擔。供應商對服務產品的全部或部分均無權利、授權或所有權。(e) 供應商將使用成本材料清單告知服務產品的定價, 包括但不限於, 人工費率、材料價格、行政費用和利潤。若任何修理費用將超過訂單的合意契約價格, 則供應商應書面通知買方, 並且, 除非買方透過 eRT 或買方批准的同等等系統, 向供應商提出書面許可, 否則供應商將不會開始任何此類修理。

9.2 In the event Buyer purchases repair, overhaul and/or maintenance services for Products that are out of warranty (“Service Products”), the following additional terms shall apply: (a) Service Products are considered “Products” and subject to the terms & conditions of this Order. (b) Buyer shall have sole authority to make the determination whether a Service Product should be repaired or scrapped by Supplier and returned to a Buyer specified facility. Supplier shall not scrap any Service Product without first obtaining Buyer’s prior written authorization. (c) Title and risk of loss of the Service Product that Buyer authorizes to be scrapped shall pass to Supplier upon such removal and exchange. Supplier warrants that it will comply with Buyer’s written instructions concerning the disposal and/or scrapping of Service Products. Supplier hereby agrees to release, defend, indemnify and hold Buyer harmless against any and all claims resulting from the unauthorized or improper use, distribution, disposal, or scrapping of defective Products. (d) Except as set forth in 9.2(c), title to Service Products remains at all times exclusively with Buyer or its customer, and Supplier warrants that it will take no action, or cause any action to be taken, that will result in any form of lien or encumbrance being placed on any Service Products. Supplier has no right, license or title to Service Products in whole or in part. (e) Supplier will communicate pricing for Service Products using a costed bill of materials, including, but not limited to, labor rate, material price, overhead, and margins. Supplier shall provide written notice to Buyer if any repair cost will exceed the agreed to contractual price of the Order, and Supplier will not commence any such repair unless and until Buyer has provided Supplier written authority through eRT or Buyer’s approved equivalent system.

## 10. 終止。

### TERMINATION.

10.1 任意終止。買方得隨時書面通知供應商, 任意終止本訂單之全部或部分。儘管有任何相反規定, 有關買方終止的買方賠償責任與供應商唯一救濟, 限於該終止生效日前, 買方就已交貨且買方書面接受產品所支付的款項為限。

10.1 Termination for Convenience. Buyer may terminate all or part of this Order for convenience at any time by written notice to Supplier. Notwithstanding anything to the contrary, Buyer’s liability and Supplier’s exclusive remedy for such termination by Buyer is limited to Buyer’s payment for Products delivered and accepted in writing by Buyer prior to the effective date of said termination.

10.2 因違約終止。若供應商未遵守本訂單任何條款或未有進展(根據買方合理判斷)從而危及本訂單之履行時, 買方得以書面的違約通知終止本訂單的全部或部分, 且無須負賠償之責。若供應商未於收到買方書面違約通知起 10 日內改正此違約情形, 則終止即為生效; 除非買方因供應商違反本訂單第 14、18 或 19 條而終止時, 該終止應於供應商收到買方書面違約通知後立即生效。終止後, 買方得以供應商的費用, 並依據其認為適當的條件, 採購與被終止產品類似的產品, 而供應商應賠償買方因此等產品而超出的任何成本及其他相關費用。於買方未終止的範圍內, 供應商應繼續履行本訂單。若供應商基於任何理由預期要遵守本訂單任何要求會有困難, 供應商應立即以書面通知買方。在不限制此處任何其他權利為前提下, 若買方同意接受超過交貨日交付的貨物, 買方得要求以最快的方式交貨, 而該運送和處理的全部費用應由供應商負擔。買方於本條的權利和救濟, 與法律、衡平法或本訂單規定的其他任何權利和救濟併存。

10.2 Termination for Default. Buyer, without liability, may by written notice of default, terminate all or part of this Order if Supplier fails to comply with any term of this Order or fails to make progress which, in Buyer’s reasonable judgment, endangers performance of this Order. Such termination shall become effective if Supplier does not cure such failure within 10 days of receiving Buyer’s written notice of default; except that Buyer’s termination for Supplier’s breach of Sections 14, 18 or 19 of this Order shall become effective immediately upon Supplier’s receipt of Buyer’s written notice of default. Upon termination, Buyer may procure at Supplier’s expense and upon terms it deems appropriate Products similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such Products and other related costs. Supplier shall continue performance

of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Without limiting any other rights herein, if Buyer agrees to accept deliveries after the delivery date has passed, Buyer may require delivery by the fastest method and the total cost of such shipment and handling shall be borne by Supplier. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

10.3 因無償付能力終止。若供應商 (a) 解散或停業；(b) 未清償其到期債務；或 (c) 為解決供應商的債務，任何其他實體提起無償付能力、接管、破產或其他任何法律程序，買方得立即終止本訂單，且於相關法令允許的最大範圍內無須負賠償之責，但於終止後合理期間內已完成、已出貨且已接受的產品，不在此限 (此等產品應按訂單價格付款)。

10.3 Termination for Insolvency. If Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate this Order without liability to the fullest extent permitted by applicable Law, except for Products completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

10.4 有關終止的供應商義務。供應商收到本訂單終止通知後，供應商應立即：(a) 依該通知指示停工；(b) 關於本訂單被終止的部分，不再簽署分包合約/訂單；(c) 終止或 (應買方要求) 轉讓與被終止工作相關的所有分包合約/訂單；及 (d) 交付該工作需及/或為該工作生產的所有完成品、在製品、設計、圖紙、規格、文件和材料。

10.4 Supplier's Obligations on Termination. Upon Supplier's receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

**11. 買方財產**。所有有形和無形財產，包括任何說明的資訊或資料匯編、工具、資料、計畫、圖紙、軟體、關鍵知識、文件、智慧財產、設備或材料，其：(a) 由買方提供或授權給供應商；(b) 買方具體支付；或 (c) 使用買方 IP 權 (如後述第 12 條定義) 所創作者，應由買方單獨保有所有權 (以下合稱「買方財產」)。買方向供應商提供的此類買方財產，供應商應按「現狀」及「現地」狀況接受，含有任何故障但不含任何類型的明示或默示保證，供應商應自負使用的風險，且僅限於買方履行本訂單之目的。未事先取得買方的明確書面同意，供應商不應以其他任何財產取代買方財產。收到買方的搬遷請求時，供應商應立即將買方財產 (若為有形) 準備好裝運，並且，除自然耗損外，應以供應商原先收到的相同狀態交付給買方，費用由供應商負擔。在使用買方財產 (若為有形) 之前，供應商應檢查該財產，並培訓其員工及其他授權使用者安全及正確的操作方式。此外，供應商應：(i) 使買方財產免於權利負擔，且 (若為有形) 自費為其投保於損失時應支付買方相當於其更換成本之金額；(ii) 清楚標示或以其他方式充分識別其 (若為有形) 為買方所有；(iii) 與供應商控管下的供應商和第三方所有財產分開儲存 (若為有形)；(iv) 正確維護 (若為有形)，並遵守買方及/或其原始製造商提供或於交付供應商時一併提供的任何處理及儲存要求；(v) 監督其使用；及 (vi) 僅得用於滿足買方訂單，而不得出於其他任何目的揭露或以其他方式重製。供應商得依製造商規範及建議方針，操作、維護和校正買方財產，並自行負擔其費用與支出。買方應有權稽核供應商的所有相關帳冊及記錄，並合理檢查供應商設施，以驗證是否遵守後述第 11 條和第 12 條。買方在此授權供應商一項非專屬、不得轉讓、不得再授權的權限 (買方得隨時備或不備理由撤回)，僅得出於為買方履行本訂單之目的，使用買方財產及任何相關的買方智慧財產權。

**11. BUYER'S PROPERTY.** All tangible and intangible property, including information or data compilation of any description, tools, materials, plans, drawings, software, knowhow, documents, intellectual property, equipment or material: (a) furnished or licensed to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer's IP Rights (defined in Section 12 below) shall be and remain Buyer's personal property (collectively, "Buyer's Property"). Such Buyer's Property furnished by Buyer to Supplier shall be accepted by Supplier in "AS IS" and "WHERE IS" condition with all faults and without any warranty whatsoever, express or implied, and shall be used by Supplier at its own risk and for the sole purpose of performing this Order for Buyer. Supplier shall not substitute any other property for Buyer's Property without first obtaining the express written consent of Buyer. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare Buyer's Property (if tangible) for shipment and deliver it to Buyer at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer's Property (if tangible), Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer's Property free of encumbrances and (if tangible) insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it (if tangible) as owned by Buyer; (iii) store it (if tangible) separate and apart from Supplier's and third party owned property under Supplier's control; (iv) maintain it (if tangible) properly, and in compliance with any handling and storage requirements provided by Buyer and/or the original manufacturer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer's Orders without disclosing or otherwise reproducing it for any other purpose. Supplier shall, at its sole cost and expense, be responsible for operating, maintaining and calibrating the Buyer's Property in accordance with the manufacturer's specifications and recommended guidelines. Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspections of Supplier's facilities to verify compliance with this Section 11 and Section 12 below. Buyer hereby grants to Supplier a non-exclusive, non-assignable license, without the right to sublicense, which is revocable with or without cause at any time, to use Buyer's Property, and any applicable intellectual property rights of Buyer, for the sole purpose of performing this Order for Buyer.

## 12. 智慧財產。

### INTELLECTUAL PROPERTY.

12.1 一般規定。每一相關當事人於本訂單開始前即擁有的所有智慧財產，應歸該當事人單獨所有。

12.1 General. Each respective party shall exclusively own all intellectual property it had prior to the commencement of this Order.

12.2 **供應商智慧財產**。對於供應商先前擁有或非為本訂單義務所開發的智慧財產（下稱「**供應商智慧財產**」）應歸供應商所有。買方應享有無限制的權限，得使用、使他人使用、修改、使他人修改、散布、使他人散布、銷售、使他人銷售依本訂單採購、含有供應商智慧財產的所有產品。對於依本訂單提供的任何產品，或依本訂單對任何產品的修理或翻新，供應商不應對買方及其關係企業或其任何客戶或供應商主張任何供應商智慧財產。

12.2 **Supplier Intellectual Property**. Supplier shall own intellectual property it owned prior to or developed independently of its obligations under this Order (“**Supplier Intellectual Property**”). Buyer shall have an unrestricted license to use, have used, modify, have modified, distribute, have distributed, sell, and have sold all Products purchased under this Order under the Supplier Intellectual Property. Supplier shall not assert any Supplier Intellectual Property against Buyer and its Affiliates, or any of their customers or suppliers, in any Products furnished under this Order, or the repair or refurbishment of any Products furnished under this Order.

12.3 **買方智慧財產**。對於供應商履行本訂單所創造或造成的構想、關鍵知識、發明、作者的著作、文件、策略、計畫、資料和資料庫，包括所有專利權、著作權、著作人格權、對專有資訊的權利、資料庫權、商標權及其他智慧財產權（以下合稱「**買方 IP 權**」），應歸買方單獨享有。對於可取得著作權標的之所有買方 IP 權，應視為是為買方的受僱著作（所謂「受僱著作」應適用美國著作權法（17 U.S.C. § 101）或相關司法管轄區內的同等適用法律定義），或是，受相關法令排除此論述者，則依據該著作創造地之當地著作權法，供應商應給予買方有關著作的「優良所有人」地位。若依法律規定，任何此類智慧財產權於被創造時非自動歸買方單獨所有，則供應商同意並在此將供應商於全世界對該智慧財產的全部權利、所有權和利益，悉數轉讓和移轉給買方。供應商進一步同意成立與簽署，將任何此類買方 IP 權的所有權轉讓或移轉給買方所需的任何文件。禁止供應商向任何第三方銷售有下列情形之一的產品或實質類似的產品：(i) 依本訂單為買方開發者，(ii) 含有任何買方機密資訊或買方財產者，或 (iii) 專為併用買方產品或應用程式（其利用買方機密資訊、買方財產或因本訂單收受的資訊、因本訂單開發的關鍵知識）而設計或配置者。若供應商未經買方事前書面同意與許可，為銷售給買方以外的任何個人或實體，而設計或製造任何實質類似的產品，或可合理取代或修理本訂單的採購產品，或取得政府對該產品或修理的批准時，買方在任何判決或其他情況下，得要求供應商以明確且令人信服的證據證明，供應商或其分包商在該產品的設計或製造中，或就該產品或修理取得政府批准時，未直接或間接使用全部或部分的買方財產、買方機密資訊或買方 IP 權（本合約所載）。

12.3 **Buyer Intellectual Property**. Buyer shall own exclusively all rights in ideas, know-how, inventions, works of authorship, documentation, strategies, plans, data and databases created in or resulting from Supplier’s performance under this Order, including all patent rights, copyrights, moral rights, rights in proprietary information, data rights, database rights, trademark rights and other intellectual property rights (collectively, “**Buyer’s IP Rights**”). All Buyer’s IP Rights for copyrightable subject matter shall be considered as though work(s) made for hire for Buyer (as the phrase “work(s) for hire” is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or the equivalent applicable Law in the relevant jurisdiction, or should applicable Law preclude such treatment, Supplier shall give Buyer “first owner” status related to the work(s) under local copyright law where the work(s) was created. If by operation of Law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier agrees to, and hereby does, transfer and assign to Buyer Supplier’s entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Buyer’s IP Rights to Buyer. Supplier is prohibited from selling to any third party the Products or a substantially similar product that is either (i) developed for Buyer under this Order, (ii) incorporates any Confidential Information of Buyer or Buyer’s Property, or (iii) is specifically designed or configured for use with Buyer’s products or applications using Confidential Information of Buyer’s, Buyer’s Property or information received or know how developed in connection with this Order. Should Supplier, without Buyer’s prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Product purchased hereunder, or obtains governmental approval for such Product or repair, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor its Subcontractors used in whole or in part, directly or indirectly, any of Buyer’s Property, Buyer’s Confidential Information or Buyer’s IP Rights, as set forth herein, in such design or manufacture of such Products or in obtaining governmental approval with respect to such Products or repair.

12.4 **資料權**。供應商同意，買方、其客戶、第三方承包商及其他任何使用者，得存取、收受、收集、傳送、維護、由此製作衍生著作、與以其他方式使用與供應商產品（包括機械、技術、系統、使用和相關資訊）相關的資訊（下稱「**原始資料**」），以有助於提供產品和驗證是否遵守本訂單的條款。買方、其客戶、第三方承包商及其他所有使用者亦有權將原始資料用於研究、開發及持續改善其產品、軟體與服務。買方將擁有因買方使用、分析、研究及/或開發該原始資料，所產生及/或相關的所有資料、概念、產品、服務、軟體、智慧財產和其他權利。

12.4 **Data Rights**. Supplier agrees that Buyer, its customers, third party contractors and all other users may access, receive, collect, transmit, maintain, prepare derivative works from, and otherwise use information about Supplier’s Products, including machine, technical, systems, usage and related information (“**Source Data**”) to facilitate the provision of Products, and to verify compliance with the terms of this Order. Buyer, its customers, third party contractors and all other users also have the right to use the Source Data for research, development and continuous improvement of its products, software and services. Buyer will own all data, concepts, products, services, software, intellectual property and other rights arising from and/or related to Buyer’s use, analysis, research and/or development of the Source Data.

12.5 **文件**。凡買方 IP 權未涵蓋的任何文件，供應商應保障並授予買方一項不可撤回、永久、可再授權（對所有等級的再授權人）、全世界、非專屬、已付清、無權利金的權利和權限，可使用、重製、修改、散布、實施、展示任何此類文件（含其摘錄）並製作衍生著作。

12.5 Documentation. For any Documentation which is not covered by Buyers IP Rights, Supplier shall secure for and grant to Buyer an irrevocable, perpetual, sub-licensable (through all tiers of sub-licensees) worldwide, nonexclusive, paid-up, royalty-free right and license to use, reproduce, modify, distribute, perform, display, and prepare derivative works of any such Documentation, including excerpts thereof.

12.6 商標。儘管本訂單有其他任何規定，買方商標、商業名稱、服務標章、零件編號或其他識別碼 (含任何買方包裝及著作權標示) 構成本訂單所謂的「**買方標誌**」。僅允許供應商在本訂單明確允許且買方指示的情況下，得依買方規範、規格及政策使用買方標誌，且供應商同意遵守買方不時通過的所有規範。

12.6 Trademarks. Notwithstanding any other provision of this Order, Buyer trademarks, trade names, service marks, part numbers or other identifiers, including any Buyer packaging and copyright notices, constitute “**Buyer Marks**” for purposes of this Order. Supplier is only allowed to use Buyer Marks as specifically permitted and directed by Buyer in the Order and in accordance with Buyer guidelines, specifications, and policies, and Supplier agrees to comply fully with all guidelines adopted from time to time by Buyer.

12.7 供應商標誌。供應商授予買方一項非專屬、永久、不可撤回、全世界、已付清、無權利金的權限，得在買方行銷、銷售、維護、修理、授權、操作及散布該產品時，使用供應商商標、服務標章及商業名稱 (以下合稱「**供應商標誌**」)。供應商標誌之使用，包括用於：(a) 任何廣告，(b) 買方網站，及 (c) 該產品或含有供應商產品的任何買方產品的任何文件或行銷資料。

12.7 Supplier's Marks. Supplier grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, paid-up, royalty-free license to use Supplier's trademarks, service marks, and trade names (collectively, “**Supplier Marks**”) on, or in connection with, any of Buyer's marketing, sale, maintenance, repair, licensing, operation, and distribution of the Products. Use of Supplier Marks includes use: (a) in any advertising, (b) on Buyer's websites, and (c) in any documentation or marketing materials for the Products or any Buyer product that incorporates the Supplier's Product(s).

### 13. 軟體。

#### SOFTWARE.

13.1 嵌入式軟體。若任何產品含有非買方財產或買方 IP 權的嵌入式軟體 (定義如後)，則供應商得依所有智慧財產權，授權買方一項非專屬、全世界、不可撤回、永久、無權利金、可再授權的權限，得複製、修改、使用、下載、安裝、執行、展示、行銷、測試、轉售、再授權及散布此類嵌入式軟體及其修改內容，作為該產品或為產品提供服務的一部分 (以下稱「**買方所需權限**」)。若嵌入式軟體或其任何部分的權利歸第三方所有，則於交付之前，供應商應為買方向該第三方取得買方所需權限。「**嵌入式軟體**」是指固定在任何有形表達媒介或任何儲存媒介上的任何電腦程式或資料匯編，而可直接或在操作該產品所需的機器或裝置或網站幫助下，察覺、重製或以其他方式與該程式溝通，及/或嵌入於或以其他方式交付或供應成為該產品及/或相關文件的一部分。

13.1 Embedded Software. If any Products contain Embedded Software (defined below) that is not Buyer's Property or Buyer's IP Rights, Supplier shall, under all intellectual property rights, grant Buyer a non-exclusive worldwide, irrevocable, perpetual, royalty-free license, with the right to sublicense, to copy, modify, use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software and modifications thereto as an integral part of such Products or for servicing the Products (“**Buyer-Required License**”). If rights to Embedded Software or any part thereof are owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third party owner for Buyer. “**Embedded Software**” means any computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device or network which are necessary for operation of the Products and/or embedded in or otherwise delivered or supplied as an integral part of the Products, and/or related Documentation.

13.2 軟體更新。對於所有嵌入式軟體，供應商應立即交付買方、且至少在交付的同時或以其他方式讓類似軟體產品的其他客戶或使用者獲得其所有除錯、故障修理，以及新修改、版本、更新和升級。

13.2 Software Updates. For all Embedded Software, Supplier shall promptly deliver to Buyer, and at least simultaneously to the time it delivers or otherwise makes available to other customers or users of similar software products, all error corrections, bug fixes, as well as new versions, releases, updates, and upgrades pertaining thereto.

13.3 無其他條款。若供應商依本訂單提供嵌入式軟體，其需要買方、買方客戶或使用者或要求供應商「接受」不同條款與條件 (包含「**點擊許可**」、「**點擊次數**」、「**瀏覽包裹**」或「**拆封包裹**」) 時，該條款與條件對買方或使用者將不具效力，即使買方、買方客戶或使用者為了存取或使用該嵌入式軟體「已接受」者，亦同。雙方的關係和義務，僅適用本訂單條款的規範。此外，應買方要求，供應商將自費將有關嵌入式軟體的所有資料 (含目的碼、原始碼、文件及其所有註解副本)，交由買方指定且已簽署買方書面批准的書面託管協議的託管代理人託管。

13.3 No Other Terms. If Supplier provides Embedded Software under this Order which requires Buyer, a Buyer customer, or the user, or required the Supplier, to “Accept” various terms and conditions, including “click-wrap,” “click-through,” browse-wrap,” or “shrink-wrap,” such terms and conditions will be of no force and effect on Buyer or the user even though they are “accepted” by Buyer, a Buyer customer, or the user in order to access or use the Embedded Software. The relationship and obligations of the parties are solely governed by the terms of this Order. In addition, upon Buyer's request, Supplier, at Supplier's expense (including ongoing maintenance fees), will deposit in escrow all material relating to the Embedded Software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

13.4 對開放資源的限制。供應商保證：(a) 產品應不含任何依據或適用任何開源授權的任何軟體碼，包括 GNU 公眾授權、GNU 較寬鬆公眾授權或其他任何授權，其要求在任何情況下，與該軟體碼一併散布的其他軟體應：(i) 以原始碼形式揭露或散布；(ii) 授予製作衍生物的

權限；及/或 (iii) 免費再散布；(b) 買方不適用有關主張專利或其他智慧財產的任何限制；及 (c) 此產品不含會禁用、破壞、減損、刪除、停用或電子取回此產品、資料或其他設備或軟體 (含其他商品) 的任何軟體、關鍵功能、病毒、蠕蟲、代碼、常式、裝置或其他有害代碼。

13.4 *Restrictions on Open Source*. Supplier warrants that: (a) the Products shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires in any instance that other software distributed with such software code be: (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Products do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Products, data, or other equipment or software (including other goods).

13.5 *代碼完整性保證*. 供應商承諾，此產品：(a) 不含任何限制性裝置，例如任何金鑰、單機版權、時限、定時炸彈或其他功能，不論是用電子、機械或其他方式實施，可限制或以其他方式減損此產品或嵌入或組成此產品的任何材料運作或使用；及 (b) 不含病毒、惡意軟體及其他有害代碼 (含時限功能)，其可干擾本產品的使用，不論此類代碼是否為供應商或其員工在本產品中故意安置與否。供應商應免費提供買方本產品的任何及所有新修改、升級、更新、版本、維護版與錯誤或故障修復 (以下合稱「修改碼」)，其可預防違反本訂單規定的任何保證或更正對此類保證的違反。就本訂單而言，本產品內的修改碼構成產品。

13.5 *Code Integrity Warranty*. Supplier Covenants that the Products: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising the Products; and (b) shall be free of viruses, malware, and other harmful code (including time-out features) which may interfere with the use of the Products regardless of whether Supplier or its personnel purposefully placed such code in the Products. Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, “**Revised Code**”) which prevents a breach of any of the warranties provided under this Order or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of this Order.

#### 14. 保密、資料保護與宣傳。

##### CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

14.1 *保密*。於履行本訂單時，供應商可能會收受或存取屬於買方或其關係企業機密資訊 (定義如下) 的特定資訊。

14.1 *Confidentiality*. Supplier may receive or have access to certain information that is Confidential Information (as hereinafter defined) of Buyer or its Affiliates in performance of this Order.

(a) 「**機密資訊**」是指，無論是在本訂單日期前或後提供，亦無論其傳送形式為何：(i) 本訂單條款；(ii) 買方向供應商揭露或提供的所有資訊及資料，包括買方財產，以及 *GE HealthCare 隱私權與資料保護附件* (下稱「**PDPA**」) (可見於 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>) 定義的 GEHC 機密資訊；(iii) 從買方財產衍生出的所有資訊；與 (iv) 所有買方 IP 權 (如前述第 12 條定義)。

(a) “**Confidential Information**” shall, whether furnished before or after the date of this Order and irrespective of the form of communication, mean: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer’s Property and GEHC Confidential Information as defined in the *GE HealthCare Privacy and Data Protection Appendix* (“**PDPA**”) located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>; (iii) all information derived from Buyer’s Property; and (iv) all of Buyer’s IP Rights (defined in Section 12 above).

(b) 供應商應：(i) 僅得將機密資訊用於履行本訂單的義務；及 (ii) 在不限制後述第 14.2 條要求下，使用其用於自己機密資訊的注意程度 (至少應有合理的注意標準)，預防該機密資訊之揭露，除非是僅為協助供應商履行本訂單義務所需，揭露給其高級主管、董事、經理人與員工 (以下合稱「**授權人員**」)。向任何授權人員揭露機密資訊之前，供應商應告知該授權人員此機密資訊的機密性，並確保此人已簽署限制程度不低於本條規定的保密協議。供應商承認，若違反本條使用或揭露機密資訊，將對買方造成不可彌補的傷害。

(b) Supplier shall: (i) use Confidential Information only for the purposes of fulfilling its obligations under this Order; and (ii) without limiting the requirements under Section 14.2 below, use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers and employees (collectively, “**Authorized Parties**”), solely to the extent necessary to permit them to assist Supplier in performing its obligations under this Order. Prior to disclosing Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges that irreparable harm shall result to the Buyer if Confidential Information is used or disclosed contrary to this Section.

(c) 第 14 條關於機密資訊之限制，不適用於下列買方向供應商揭露的**特定部分機密資訊**：(i) 現在或將來非因供應商揭露而成為公眾所知；(ii) 於向供應商揭露前，即可在不保密的基礎上取得；(iii) 現在或將來供應商可在不保密的基礎上，從買方以外的來源獲得，而就供應商所知，此來源對買方不負保密義務；或 (iv) 供應商獨立開發，而未參考機密資訊，且供應商能提出開發該資訊的書面文件。

(c) The restrictions in this Section 14 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier’s knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation;

(d) 於完成或終止本訂單起 14 日內，供應商將所有機密資訊 (含其副本) 返還給買方，或將其銷毀 (並以書面方式向買方證明已銷毀)。機密資訊之返還或銷毀，不應影響供應商的保密義務，而該義務應按照本訂單規定繼續有效。

(d) Within 14 days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

(e) 供應商現在或將來可能揭露給買方，且與本訂單的採購產品有任何關聯的任何知識或資訊 (前述第 11 條規定視為買方財產的知識或資訊不在此限)，不應視為具機密性或專有性，而由買方取得成為本訂單對價之一部分，不附帶任何限制 (侵權索賠不在此限)，儘管其中有任可著作權或其他標準，買方及其關係企業仍有權以其認為適合的方式使用、複製、修改及揭露此等知識或資訊。

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the Products purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 11 above), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer and its Affiliates shall have the right to use, copy, modify and disclose the same as it sees fit.

(f) 儘管有前述規定，若質詢、傳票或類似法律程序要求或命令供應商揭露任何機密資訊，則供應商同意在可行的範圍內，立即 (不得超過收到該要求後 2 日內) 以書面通知買方此類要求/命令，以便讓買方得尋求適當的保護令、讓供應商拋棄遵守本條規定，或兩者。在無保護令或未收到棄權的情況下，若根據供應商的顧問意見認為，法律強制要求供應商揭露該機密資訊時，供應商得於要求範圍內，將該機密資訊揭露給所規定的對象，而無須負本訂單之賠償責任，並且應盡其最大努力，為所揭露的任何機密資訊取得保密處分。

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice (no later than 2 days following receipt of such request) of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

**14.2 隱私權、資料保護與第三方安全要求。** 供應商同意：(a) GEHC 機密資訊之處理，(b) GEHC 資訊系統之存取，或 (c) 向買方提供特定服務 (皆將於 PDPA 中完整詳述) 均應適用 GE HealthCare 隱私權與資料保護附件規定的組織、技術和實施管制和其他安全保護，該附件為本訂單之一部分，可見於 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> 本條列出但本訂單無另行定義的大寫名詞，應比照 PDPA 對此描述的意義。若此等名詞有任何不一致時，對解釋本訂單涵蓋的標的而言，應以 PDPA 規定的定義為準。供應商了解並同意，為了有助於履行本訂單，買方可能要求供應商提供供應商代表的某些個人資訊，而買方應按照 PDPA 規定處理和維護該資訊。

**14.2 Privacy, Data Protection & Third Party Security Requirements.** Supplier agrees that (a) Processing of GEHC Confidential Information, (b) access to GEHC Information Systems, or (c) the provision of certain services to Buyer (all as defined in and as described more fully in the PDPA) shall be subject to the organizational, technical, and physical controls and other safeguards set out in the GE Privacy and Data Protection Appendix, incorporated herein and available at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>. The capitalized terms set forth in this Section not otherwise defined in this Order shall have the meaning ascribed to them in the PDPA. In the event of any inconsistency of such defined terms, the definitions set forth in the PDPA shall prevail for purposes of interpreting the subject matter covered thereby. Supplier understands and agrees that Buyer may require Supplier to provide certain personal information of Supplier's representatives to facilitate the performance of this Order, and that information shall be processed and maintained by Buyer as set forth in the PDPA.

**14.3 發布。** 未經買方或其關係企業事前書面同意，供應商與其分包商不應公布、拍攝或發布任何照片 (不含為了產品製造及組織的內部作業使用)，或發布關於本訂單或與買方或任何關係企業之商業關係的資訊，或向任何第三方提及任何買方產品，但相關法令要求者，不在此限。供應商同意，未經買方或其關係企業事前書面同意 (視情況而定)，其不應：(a) 在廣告、宣傳或其他方面使用買方或其關係企業的名稱、商業名稱、商標標誌或其模仿物，或是買方或其關係企業任何高級主管或受僱人的姓名，或 (b) 以任何方式聲明供應商提供的任何產品已獲得買方或其關係企業的批准或背書。

**14.3 Publicity.** Supplier and its Subcontractors shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Products), or release any information concerning this Order or with respect to its business relationship with Buyer or any Affiliate, or reference any of Buyer's Products to any third party except as required by applicable Law without Buyer or its Affiliate's prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent in any way that any Product provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

## 15. 賠償。

### INDEMNIFICATION.

15.1 智慧財產賠償。供應商保證，依本訂單提供及/或使用的產品，無論是由供應商或分包商所提供/使用者，均不存在任何及所有索賠的情形。供應商應賠償買方、其關係企業及他們的客戶和各自的董事、高級主管、經理人、員工、代理人、代表人、經銷商、代理商、再被授權人、承包商、繼承人及受讓人 (以下合稱「受償方」)，為其辯護並使其免於聲稱因使用、銷售、進口、經銷、重製或授權本訂單提供的任何產品，及因使用該產品所需的任何裝置或流程 (下稱「受償產品」)，而導致侵害或濫用任何第三方之任何專利、著作權、商標、

營業秘密或其他智慧財產權，從而對受償方主張的任何及所有索賠，包括在違反此類受償 IP 的情況下使用、銷售、進口、經銷、重製或授權所提供的產品。買方應立即通知供應商任何此類訴訟、索賠或法律程序，並給予供應商辯護此類訴訟、索賠或法律程序的權限與資訊和協助（費用由供應商負擔），而供應商應賠償因此所生或判給的所有損害、費用及支出，包括合理的律師費。儘管有前述規定，對此類訴訟、索賠或法律程序的任何和解應獲得買方的同意，但買方無正當理由不得拒絕同意。若被禁止使用任何受償產品，供應商應在自行負擔費用下，按照買方選擇：(a) 為受償方取得繼續使用該受償產品的權利；(b) 以不侵權的同等產品取代該受償產品；或 (c) 移除該受償產品，及/或停止在依本訂單提供產品時使用該受償產品，並將採購價格退還給買方，而在任何情況下，供應商皆應負擔相關的費用及支出。對於屬於依本訂單交付內容一部分的此等產品，供應商同意其應向提供該產品的直接或間接分包商，取得與買方依本訂單提供內容一致的智慧財產侵權賠償，並且代表自己和買方執行此等條款，若供應商未執行此等與該分包商的條款，則在此視買方為供應商與該分包商間合約的第三方受益人，並在此轉讓代替供應商執行此等條款的權利，費用由供應商負擔。

**15.1 Intellectual Property Indemnity.** Supplier warrants that all Products provided and/or utilized pursuant to this Order, whether provided/utilized by Supplier or a Subcontractor, will be free of any and all claims. Supplier shall indemnify, defend and hold Buyer, its Affiliates and its and their customers, and each of its and their directors, officers, managers, employees, agents, representatives, distributors, resellers, sublicensees, contractors, successors and assigns (collectively, “Indemnitees”) harmless from any and all claims against Indemnitees alleging infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any Product furnished under this Order as well as any device or process necessarily resulting from the use thereof (“Indemnified Product”), including any use, sale, importation, distribution, reproduction or licensing in contravention of such Indemnified IP by Products as provided. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier’s expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys’ fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer’s consent, such consent not to be unreasonably withheld. If use of any Indemnified Product is enjoined, Supplier shall, at Buyer’s option and Supplier’s expense, either: (a) procure for Indemnitees the right to continue using such Indemnified Product; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified Product and/or halt such use of the Indemnified Product in providing Products under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall obtain an intellectual property infringement indemnity from its direct or indirect Subcontractors providing Products as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order and to enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such Subcontractors then Buyer is hereby deemed a third-party beneficiary of Supplier’s contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier’s expense.

**15.2 一般賠償。** 供應商應賠償受償方（不論是其僱傭期間的行為或其他情形）、為其辯護、免除且使其免於因下列事由所產生或相關的任何及所有索賠、法律行為、要求和解、損失、判決、罰金、違約金、賠償責任、費用及支出（不論其性質為何）：(i) 供應商違反本訂單之任何承諾、聲明或保證；(ii) 供應商或其分包商之任何作為或不作為；或 (iii) 任何產品。買方將通知供應商任何此類索賠、訴訟或法律程序，且將在合理情況下，與供應商合作就此進行辯護（費用由供應商負擔）。凡供應商為履行本訂單而簽署的所有分包商合約，供應商同意於合約納入與前條實質類似的條款。供應商同意代表自己和買方執行此等條款。供應商未行使其與此等分包商的條款，則在此視買方為與此等分包商間供應商合約的受益第三方，並在此轉讓代替供應商行使其等條款的權利。供應商進一步同意，賠償買方因執行其此等權利所產生的任何律師費或其他費用。

**15.2 General Indemnity.** Supplier shall defend, indemnify, release and hold the Indemnitees, whether acting in the course of their employment or otherwise, harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to: (i) the breach by Supplier of any covenant, representation, or warranty contained in this Order; (ii) any act or omission of Supplier or its Subcontractors; or (iii) any Products. Buyer will notify Supplier of any such claim, suit, or proceeding, and will reasonably cooperate with Supplier (at Supplier’s expense) in the defense of the same. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. Supplier agrees to enforce such terms on its behalf and for the benefit of Buyer. If Supplier fails to enforce its terms with such Subcontractors, Buyer is hereby deemed a third-party beneficiary of Supplier’s contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier. Supplier further agrees to indemnify Buyer for any attorneys’ fees or other costs Buyer incurs to enforce its rights hereunder.

**15.3 責任限制。** 在任何情況下，對於任何特別性、懲戒性、附帶性、間接性、懲罰性或後果性損害（含利潤、收益及業務損失），不論是基於違反合約、侵權行為（含過失）、成文法、衡平法、產品責任、重大違反或其他因本訂單所產生或相關者，買方對供應商概不負責，即使買方已告知任何此類損害的可能性，亦同。

**15.3 Limitation of Liability.** IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS ORDER, REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

**16. 保險。** 於本訂單持續期間及交付產品或實施服務之日起 6 年內，供應商應透過至少符合貝氏評比等級 A-VII 或 S&PA 或是，在不承認此評比分類但獲准銷售此產品及/或實施此服務的司法管轄區內，則為符合同等級別的保險公司，持續投保以下保險：(a) 其就以下每一事故發生基礎，投保商業一般/公共責任險（事故發生制）的限額為 500 萬美元（或等值新臺幣，以下同）：(i) 人身傷害/財產損害；(ii) 個人/廣告侵害；及 (iii) 產品/完工責任，包括承保因負本訂單責任所產生的契約責任，而此第 16 條規定的所有此等承保範圍均一體適用，以提供交

又責任 (不含任何自我保險)，並且指定買方、其關係企業及其各自董事、高級主管和員工為附加被保險人；(b) 為履行本訂單使用的所有自有、借用及非自有車輛，投保商業汽車責任險，每一事故的合併單一限額為 100 萬美元；(c) 雇主責任險，每一事故、傷害或疾病的限額為 100 萬美元；(d) 針對供應商管理、保管或管制下的所有買方財產，就該財產的全部替換成本投保財產全險，並指定買方為「保險受益人」；及 (e) 法定勞工賠償保險。若本訂單與專業服務有關，供應商應投保專業/錯誤疏漏專業責任保險，每項求償限額為 300 萬美元。若產品含有嵌入式軟體，則此保險的承保範圍應及於 IT 安全措施故障及違反資料隱私權與侵害軟體著作權。若此等保險是以請求權為基礎，則回溯日期必須早於發布本訂單之日期，而於本訂單終止、期滿及/或完成後 3 年內，供應商應繼續維持承保範圍。前述第 16(c)、(d) 和 (e) 條規定之保險，應包含就此等保險涵蓋的所有損失及損害，對買方、其關係企業及其各自董事、高級主管和員工拋棄代位權的規定。供應商任何保單自我保險或自負額之應用及支付，悉由供應商自行負責。若要求買方支付供應商保險的自我保險或自負額，買方得在法律允許範圍內，請求供應商賠償或退還。經買方要求，供應商應提供一份保險證明，證明規定限額的效力。該保險證明應聲明包含所規定的保險範圍。經買方要求，此保險證明應附有證明額外被保險人身份、拋棄代位權條款及/或保險受益人身份的批單副本。接受不符合規定承保範圍的此類證明，並非暗示買方已拋棄追究本合約所載的保險要求或其他任何義務。可透過單一保單或結合此等保單與超額/總括責任保險的方式，實現前述第 16(a)、(b) 和 (c) 條的保險限額。

**16. INSURANCE.** For the duration of this Order and for a period of 6 years from the date of delivery of the Products or performance of the services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A-VII or S&PA or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where the Products are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD \$5,000,000.00 (or the equivalent amount in TWD, same below) per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Section 16 applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Buyer, its Affiliates, and its and their respective directors, officers, and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of USD \$1,000,000.00 combined single limit each occurrence; (c) Employers' Liability in the amount of USD \$1,000,000.00 each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, naming Buyer as "Loss Payee"; and (e) Statutory Workers' Compensation Insurance. To the extent this Order is for professional services, Supplier shall maintain Professional/ Errors and Omission Liability insurance in the minimum amount of USD \$3,000,000.00 per claim. If the Products contain Embedded Software, this insurance shall include coverage for failure of IT security and data privacy breach and software copyright infringement. If such insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for 3 years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 16(c), (d) and (e) above shall provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective directors, officers and employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections 16(a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance.

**17. 轉讓、外包與控制權變更。** 未經買方事前書面同意，供應商不得轉讓、委託、外包或移轉 (含因法律規定或其他原因變更所有權或控制權) 本訂單或其對此的任何權利或義務 (含付款)。若買方同意供應商轉讓，供應商應確保此等受讓人繼續遵守本訂單條款與條件。若供應商的分包商：(a) 在其設施存放含買方或其任何關係企業名稱、標誌或商標的零件、組件或產品 (或有責任附上此類名稱、標誌或商標)；及/或 (b) 其特定地點的產出有 50 % 或以上被買方採購時，則供應商應告知買方此等分包商的身分。此外，供應商為買方取得此等受讓人或分包商對供應商的書面承認書，其中應承諾以符合買方誠信政策的方式行事，並不時將該承認書提交給買方的到場檢查人員或稽核員或買方的第三方受讓人 (應買方要求下)。買方可自由將本訂單轉讓給任何第三方或關係企業 (如第 2.2(c) 條定義)。供應商在此同意此類轉讓。除前述規定外，本訂單應對雙方、其各自繼承人及受讓人均具約束力，並為其利益而存續。

**17. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL.** Supplier may not assign, delegate, subcontract or transfer (including by change of ownership or control by operation of Law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Supplier shall advise Buyer of any Subcontractor to Supplier: (a) that shall have at its facility any parts, components or Products with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) 50% or more of whose output from a specific location is purchased by Buyer. In addition, Supplier shall obtain for Buyer written acknowledgement by such assignee or subcontractor to Supplier of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. Buyer may freely assign this Order to any third party or Affiliate (defined in Section 2.2 (c)). Supplier hereby gives its consent to such assignment. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**18. 遵循 GEHC 政策。** 供應商承認已閱讀並了解 GE HealthCare 供應商、承包商和顧問誠信規範 (下稱「規範」)，其可見於 <https://www.gehealthcare.com/about/suppliers/requirements-and-training>。供應商同意於提供產品時應完全遵守該規範、已與履行本訂單相關活動的所有

分包商及供應商員工一併審視 (及/或將審視, 視情況而定) 該規範, 並指示所有此類分包商和員工遵守該規範。作為本訂單實質要件之一, 供應商應全權負責採取確保供應商、其分包商和員工遵守該規範所需的一切措施。供應商的行事方式, 應符合關於不當或非法款項與贈禮或酬金的所有法律 (含美國海外貪腐行為法及英國反賄賂法), 而供應商同意不會出於非法或不當目的, 包括決定或獲得或保留與本訂單相關業務, 而向任何人直接或間接支付、承諾支付、給予或授權支付任何金錢或有價物。買方可不時更新其政策 (含此規範)、全球包裝要求、GE 醫療政府採購商業項目附件和 PDPA。

**18. COMPLIANCE WITH GEHC POLICIES.** Supplier acknowledges that it has read and understands the *GE HealthCare Integrity Guide for Suppliers, Contractors and Consultants* (“**Guide**”) located at <https://www.gehealthcare.com/about/suppliers/requirements-and-training>. Supplier agrees to fully comply with the Guide with regard to provision of the Products and has reviewed (and/or will review, as appropriate) the Guide with all Subcontractors and personnel of the Supplier who will be performing activities in connection with this Order, and has instructed all such Subcontractors and personnel to comply with the Guide. As an essential element of this Order, Supplier shall remain solely responsible to take all necessary measures to ensure Supplier, its Subcontractors and personnel comply with the Guide. Supplier shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and Supplier agrees not to pay, promise to pay, give or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Buyer may update its policies, including the Guide, the Global Packaging Requirements, the GE Healthcare Government Acquisition of Commercial Items Appendix and the PDPA, from time-to-time.

## 19. 法規遵循。

### COMPLIANCE WITH LAWS.

19.1 一般規定。供應商聲明、保證、擔保並承諾 (下稱「**承諾**」) 其應遵守政府機關或當局頒發, 且與本訂單或產品或其內含化學物質之製造、標籤、運輸、進口、出口、授權、認證或批准有關的所有現行法律、條例、公約、協定、法規、慣例、規範、標準、指示、命令和規則 (以下合稱「**法律**」) 與此範圍。在不限制前述規定為前提下, 供應商承諾出售給買方的產品及其製造, 將符合藥物和醫療器材適用的所有法律, 包括美國食品藥物管理局 (FDA)、美國核能管理委員會 (NRC) 頒布的法規、21 CFR 第 820 部分規定的品質系統規定或相關司法管轄區內的同等適用法律, 以及產品銷售地的其他任何州與聯邦法律, 和任何相當的國際法。

19.1 General. Supplier represents, warrants, certifies and covenants (“**Covenants**”) that it shall comply with all then-current laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable in any way to the activities relating to this Order or the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of the Products or the chemical substances contained therein (collectively, “**Law(s)**”) and the Guide. Without limitation to the foregoing, Supplier Covenants that the Products sold to Buyer and their manufacture will comply with all applicable drug and medical device Laws, including regulations promulgated by the U.S. Food and Drug Administration (FDA), the U.S. Nuclear Regulatory Commission (NRC), the quality system regulations as set forth in 21 CFR part 820 or the equivalent applicable Law in the relevant jurisdiction, and any other relevant state and federal Laws, and any comparable international Laws in countries where the Products are sold.

## 19.2 環境、健康與安全。

### Environment, Health and Safety.

(a) 一般規定。供應商承諾, 其應採取保護健康、安全和環境的適當必要措施, 並已制定有效規定, 以確保其用於履行本訂單規定工作的任何分包商遵守本訂單第 19 條的規定。

General. Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any Subcontractors it uses to perform the work called for under this Order shall be in compliance with Section 19 of this Order.

(b) 材料內容與標示。供應商承諾, 構成或包含在產品內的每一化學或有毒物質, 皆適合使用及運輸, 並且依據相關法令適當地包裝、標示、貼標、憑單運輸及/或登記。供應商承諾, 除買方明確書面同意外, 此等產品均不含蒙特婁議定書、持久性有機污染物斯德哥爾摩公約、美國有毒物質控制法、歐盟有害物質限用指令和 REACH 法案或相關司法管轄區內的同等適用法律, 或其他相當的化學品法規, 所限制或以其他方式禁止的任何化學品。經買方要求, 對於依本訂單供應的任何物質、調配、混合物、合金或產品, 供應商應提供買方所有可讀語言的安全數據表、化學成分, 及其他任何相關資訊或資料。所謂「有害材料」係指相關法令基於對安全、健康或環境的潛在影響, 而管制的任何物質或材料。

Material Content and Labeling. Supplier Covenants that each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Supplier Covenants that none of the Products contains any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act, the European Union’s Restrictions on Hazardous Substances and REACH legislation or the equivalent applicable Law in the relevant jurisdiction, and other comparable chemical regulations, unless Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions or nanoscale properties, of any substance, preparation, mixture, alloy or Products supplied under this Order and any other relevant information or data in all readily available languages. The term “hazardous material” as shall mean any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law.

為了確保買方能使用符合相關法令的產品，例如 1907/2006/EC 法規 (下稱「**REACH**」) 及歐盟 2011/65/EU 指令 (下稱「**RoHS 指令**」)，供應商應：(i) 關於 5396068GSP 供應商，遵守買方的 REACH 規範，及 (ii) 關於買方零件和組裝 5240305GSP 供應商，遵守 RoHS 指令要求，或相關司法管轄區內的同等適用法律。若供應商或其任何分包商認為已裝運了不合規的產品，供應商同意立即以書面通知買方，並向買方提供該不合規產品的識別碼，同時停止裝運對合規產品。

To ensure that Buyer may utilize the Products in compliance with applicable Laws, such as Regulation 1907/2006/EC (“**REACH**”) and EU Directive 2011/65/EU (“**RoHS Directive**”), Supplier shall: (i) comply with Buyer’s REACH Guidance for Suppliers 5396068GSP and (ii) RoHS Directive requirements for Suppliers of Buyer Part and Assemblies 5240305GSP, or the equivalent applicable Law in the relevant jurisdiction. Supplier agrees to notify Buyer immediately in writing should it or any of its Subcontractors determine that non-compliant Products have been shipped and to provide Buyer with the identification number(s) of the non-compliant Products and stop shipping non-compliant Products.

19.3 分包商傳達美國政府契約。若買方向供應商採購的產品，是用來支援美國政府終端使用者或全部或部分接受美國政府資助的終端使用者，則本訂單應適用下列 *GE 醫療政府採購商業項目附件* (含買方不時更新或修訂，可見於<https://www.gehealthcare.com/about/suppliers/terms-and-conditions>) 的額外條款。供應商承認已審視該附件，並同意遵守此等條款 (若適用)，同時承諾其未被宣布不符合與美國政府或全部或部分接受美國政府資助的終端使用者簽約的資格。供應商同意遵守「聯邦採購政策處法案」(41 U.S.C. 423) 第 27 條，經公法 101-189 第 814 條修訂的規定，以及 FAR 3.104 實施條例，並且同意賠償買方因供應商或其分包商違反該法案或條例所導致的任何損失與賠償責任。

19.3 Subcontractor Flow-downs for U.S. Government Contracts. Where the Products being procured by Buyer from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, the following additional terms in the *GE Healthcare Government Acquisition of Commercial Items Appendix*, which may be updated or modified by Buyer from time to time and which is located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>, shall apply to this Order. Supplier acknowledges it has reviewed such Appendix and agrees to comply with such terms if applicable and Covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government. Supplier agrees to comply with the requirements of section 27 of the “Office of Federal Procurement Policy Act” (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Buyer for any costs and liabilities incurred by Buyer as a result of violations of the act or regulations by Supplier or its Subcontractors.

19.4 進出口法規遵循 (若適用)。

Import & Export Compliance (if applicable).

- (a) 一般規定。供應商承諾，其可得知所有有關出口、出口管制、海關與進口的法律，且應遵守此等法律和買方提供的任何指示及/或政策。此應包含確保所有必要清關要求、出口和進口許可證，與該許可證豁免的規定，並進行所有適合的海關申報與提出和通知適當政府機關，包括揭露關於提供服務及向國外目的地或國家釋出或移轉產品、硬體、軟體和技術。供應商承諾，除相關法令明文許可外，不應出口、轉運、再出口或以其他方式移轉本訂單提供給買方的任何產品、技術資料、軟體或其直接產物。供應商承諾未被任何政府實體暫停、禁止出口或被宣布不符合出口資格。若供應商被任何政府實體暫停、禁止出口或宣布不符合出口資格，則買方得立即終止本訂單，且不負任何賠償責任。
- (a) General. Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of Products, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any Products, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by applicable Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. If Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.
- (b) 貿易限制。
- (b) Trade Restrictions.
- (i) 供應商承諾，對於依本訂單提供的任何項目或技術資料，供應商不應源自或有其他出售、經銷、揭露、釋出、收受或以其他方式移轉給或取自：(1) 被美國國務院指名為「支援恐怖主義的國家」或「SST」的任何國家，(2) 位於 SST 國家或位於 SST 國家的實體所擁有的任何實體，或 (3) 列於美國財政部維護的「特別指定國民和被封鎖人員」的任何個人或實體。不論交易依當地法律是否合法，均應適用本條規定。
- (i) Supplier Covenants that it shall not source from or otherwise sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a “State Sponsor of Terrorism” or “SST” by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the “Specifically Designated Nationals and Blocked Persons” list maintained by the U.S. Department of Treasury. This clause shall apply regardless of the legality of such a transaction under local Law.

(ii) 買方得不時基於商業理由撤回及/或限制, 其在特定司法管轄區、區域、領域及/或國家的商業交易。因此, 在適用相關法令下, 供應商在此同意, 除非獲得適當許可, 否則, 依本訂單供應給買方的任何產品不得直接或間接來自於買方向供應商指明的任何此等司法管轄區、區域、領域及/或國家。

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable Law, Supplier hereby agrees not to supply any Products to Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Supplier by Buyer, unless an appropriate license is obtained.

(c) 貿易救濟法。

(c) Trade Remedy Laws.

(i) 供應商同意, 得依相關海關/進口法律及條例, 在每件產品及 (若適當/相關) 產品包裝、標籤或發票上註明該產品的 (製造) 原產國。經要求, 供應商還應提供買方可接受且可受稽核的文件, 證實依本訂單提供的所有產品的原產國, 包括但不限於原產地證明書。供應商保證其原產地聲明 (包括但不限於, 原產地證明書) 的準確性, 讓買方能信賴任何原產地聲明, 確認是否符合自由貿易協定的優惠稅率資格。若供應商將來撤銷此原產地聲明, 供應商同意於法律許可範圍內, 賠償買方、為其辯護並使其免於任何額外關稅、費用, 以及因聲明自由貿易協定資格所產生或相關的其他費用或支出。

(i) Supplier agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Products provided under this Order, including without limitation, certifications of origin. Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such declaration of origin, Supplier agrees, to the extent permitted by law, to indemnify, defend and hold Buyer harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection to any declared eligibility for a free trade agreement.

(ii) 供應商承諾, 依本訂單出售給買方的產品均不適用反傾銷或反補貼稅。供應商承諾, 依本訂單進行的所有銷售, 均應在不會造成徵收新的反傾銷或反補貼稅或依產品可能出口國法律的其他稅或關稅的情況下進行, 包括有關貿易爭議或作為「豁免條款」的救濟。若任何司法管轄區就本訂單產品徵收此等稅或關稅, 買方得立即書面通知供應商終止本訂單, 且無須負賠償責任。

(ii) Supplier Covenants that no Products sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an “escape clause”, under the Law of any countries to which the Products may be exported. If any jurisdiction imposes such duties or tariffs on Products subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(d) 國際運輸。 若產品跨越國際邊界, 供應商應按照適用的 Incoterm 規定清關, 並提供出口報關連同商業/形式發票的副本。發票應使用英語及目的地國家的語言, 並且應包含後述第 19.4(e) 條提及的資訊。此外, 供應商為履行本訂單提供給買方, 但不包含在採購價格中的所有產品, 應在發票上另行標註 (例如, 寄售材料、模式、免費商品等)。每張發票還應包含任何寄售產品的參考資訊, 並應註明用於確定發票價值的基礎價格, 所適用的任何折扣、折讓或回扣。

(d) International Shipments. If Products cross an international border, Supplier shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial/pro forma invoice. The invoice shall be in English and the language of the destination country, and shall include the information noted in Section 19.4(e) below. Furthermore, all Products provided by Buyer to Supplier for the performance, and not included in the purchase price, of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include any reference information for any consigned Products and shall identify any discounts, credits or rebates from the base price used in determining the invoice value.

(e) 裝運/文件要求。 隨同每批貨物, 供應商應提供: (1) 一份裝運單, 其中含有第 3.3 條規定的所有資訊; (2) 一份商業/形式發票, 其中含有以下規定的所有資訊; 及 (3) 該產品進口所需的所有規定安全相關資訊。該商業/形式發票應包含: (i) 買方和供應商代表 (其應知悉此交易) 的聯絡姓名與電話號碼; (ii) 買方的訂單編號; (iii) 訂單項; (iv) 零件編號; (v) 版本編號 (若為空白訂單); (vi) 商品的詳細描述; (vii) 數量; (viii) 以此交易幣別表示的單位採購價格, 含其附加價值, 包括有關銷售的額外費、附加費、協助或佣金; (ix) 此交易使用的 Incoterms® 2020; (x) 指定交貨地點; 及 (xi) 產品「原產地」(含可用於優惠關稅規定 (若適用) 的產品原產地證明書) 與託運國家的關稅編號, 兩者皆按照海關法律而定; 相關國家出口管制編號; 及 (若該產品受美國出口管制) ECCN 或 ITAR 分類與協調關稅編號。若產品含有美國的組件, 經買方要求, 供應商還應提供買方詳細的美國內容價值 (以占該產品價格的比例表示)。

(e) Shipping/Documentation Requirements. With each shipment, Supplier shall provide (1) a packing list containing all information specified in Section 3.3; (2) a commercial or pro forma invoice containing all information specified below; and (3) all required security-related information needed to import the Products. The commercial/pro forma invoice shall include: (i) contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; (ii) Buyer's order number; (iii) order line item; (iv) part number; (v) release number (in the case of a “blanket order”); (vi) detailed description of the merchandise; (vii) quantity; (viii) unit purchase price in the currency of the transaction, including any additions to the value, including surcharges, premiums, assists or commissions that are pertinent to the sale; (ix) Incoterms® 2020 used in the transaction; (x) the named place of delivery; and (xi) both “country of origin” of the Products (including certifications of origin for Products qualifying for

preferential duty provisions, as applicable) and customs tariff numbers of the country of consignment, as each are determined under customs law; the applicable national export control numbers; and if the Products are subject to U.S. export regulations, ECCN or ITAR classifications and Harmonized Tariff numbers. Where Products contain U.S. components, Supplier will also provide Buyer with details of the United States content value as a percentage of the price of the Products upon Buyer's request.

(f) 特惠貿易協定/退稅。若產品的交付目的國適用供應商所屬國家的特惠或關稅同盟協定 (下稱「貿易協定」), 則為了買方之利益, 供應商應配合買方審查該產品適用任何特殊計畫的資格, 並提供買方任何必要文件, 包括原產地聲明或證明書, 以支持相關的特殊關稅計畫或貿易協定, 讓產品進入目的國得以減免稅金。若對於依本訂單採購的任何產品 (含其任何構成零件), 供應商為註冊進口商時, 經買方要求, 供應商應提供買方所有必要的海關文件, 讓買方能夠申報並獲得退稅。同樣的, 於履行本訂單期間, 若導入訂單適用的任何貿易協定或特殊關稅計畫時, 為了買方之利益 (根據買方判斷), 供應商應配合買方, 努力實現本訂單產生的任何可得點數, 包括對等貿易或折抵點數價值, 而供應商承諾僅為買方利益使用此類點數和福利。供應商應立即通知買方任何已知產品原產地文件的錯誤及/或變更。供應商應賠償買方因供應商不正確文件或未及時配合而產生的任何成本、罰款、處罰或費用。

(f) Preferential Trade Agreements/Duty Drawback. If Products shall be delivered to a destination country having a trade preferential or customs union agreement (“Trade Agreement”) with Supplier's country, Supplier shall cooperate with Buyer to review the eligibility of the Products for any special program for Buyer's benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of Products into the destination country. If Supplier is the importer of record for any Products purchased hereunder, including any component parts thereof, upon Buyer's request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer's judgment, Supplier shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of Products. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation.

19.5 條 分包商沿用。供應商承諾, 在為履行本訂單簽署的所有分包合約中, 供應商已加入與本訂單各項承諾實質類似的的要求。

19.5 Subcontractor Flowdown. Supplier covenants that it has included requirements substantially similar to the covenants in this Order in all subcontracts it enters into related to the fulfillment of this Order.

## 20. 營運持續計畫與供應鏈安全。

### 20. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY.

20.1 營運持續計畫。在無須買方額外費用下, 供應商應編制、維護與提出一份營運持續計畫 (下稱「BCP」), 並且, 經買方或其指定第三方要求, 供應商應提供一份書面的 BCP, 其概若供應商或其任何分包商無法為買方提供產品時, 供應商為確保持續供應所做的內部應對安排。供應商的 BCP 至少應規定: (a) 資料與檔案的保存和檢索; (b) 取得恢復所需的資源; (c) 於侵擾事件期間, 為提供產品及服務所需維持充分人力的適當持續計畫; (d) 對緊急情況啟動及時、有序應對的程序; (e) 解決供應商供應鏈潛在干擾的程序; (f) 事先定義的及時升級流程, 以便在干擾觸發 BCP 時通知買方; 及 (g) 供應商關鍵人員的培訓, 而此人員應負擔監督和維護供應商的持續計畫與記錄。供應商應至少每年測試一次 BCP, 且若 BCP 有任何變動, 供應商將立即通知買方。若供應商 BCP 的此等變動可能造成中斷供應, 則供應商應盡商業上合理努力, 確保產品的供應持續。

20.1 Business Continuity Planning. Supplier shall prepare, maintain and provide, at no additional cost to Buyer, a Business Continuity Plan (“BCP”), and upon Buyer's or its designated third party's request, Supplier shall provide a written BCP that outlines Supplier's internal contingency arrangements to ensure continuity of supply if Supplier or any of Supplier's Subcontractors are unable to provide Products to Buyer. Supplier's BCP shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Products as well as services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier's supply chain; (f) a defined prompt escalation process for notification of Buyer in the event of a BCP-triggering interruption; and (g) training for key Supplier personnel who are responsible for monitoring and maintaining Supplier's continuity plans and records. Supplier shall test the BCP at least annually, and Supplier will immediately notify Buyer of any changes to the BCP. Supplier will use all commercially reasonable efforts to ensure continuity of supply of Products to the extent the implementation of such changes in Supplier's BCP could cause a disruption in supply.

## 21. 準據法暨爭議解決途徑。

### GOVERNING LAW AND DISPUTE RESOLUTION.

21.1 準據法。本訂單在各方面得依買方所在地法律為準據法, 並據此為解釋, 不適用國際私法原則。雙方排除聯合國國際貨物銷售合約的適用。

21.1 Governing Law. This Order shall in all respects be governed by and interpreted in accordance with the substantive law of the domicile of Buyer, excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

21.2 爭議解決。因本訂單所產生或相關的任何爭議 (下稱「爭議」) 應提交買方註冊地有管轄權的法院。

21.2 Dispute Resolution. Any dispute arising out of or in connection with this Order (“**Dispute**”) shall be submitted to the governing court in the registered domicile of Buyer.

22. **電子商務**。供應商同意參加買方現在和將來的電子商務應用與倡議。對本訂單而言，雙方於此類應用或倡議內相互寄送的每則電子訊息應視為：(a) 「書面」；(b) 「已簽名」(透過後述方式)；及 (c) 原始的商業記錄(當列印正常業務過程中制作與保存的電子檔案或記錄時)。雙方明確拋棄，根據「詐欺法」或要求書面、已簽名協議的其他任何證據法律或規則，反對此等電子訊息的有效性、完整性或可執行性的權利。在雙方之間的任何法律程序中，可使用此等電子文件作為商業記錄的實質證據，如同以紙本形式產出與保存者一般。雙方不得基於任何理由質疑此等電子文件的可接納性。任一方在此等電子訊息上署名或加註任何識別碼，代表該方有意以其簽名，簽署該訊息的訊息內容。每一此類訊息的效力，應根據電子訊息內容和相關法令為斷，排除任何要求已簽名協議或與本條抵觸的其他法律。

22. **ELECTRONIC COMMERCE**. Supplier agrees to participate in Buyer’s current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed: (a) “written” and a “writing”; (b) “signed” (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the grounds that a “statute of frauds” or any other law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message shall be determined by the electronic message content and by applicable laws, excluding any such law requiring signed agreements or otherwise in conflict with this Section.

23. **獨立締約當事人/額外服務之相關供應。**

**INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE-RELATED PROVISIONS.**

23.1 獨立締約當事人。買方與供應商為獨立締約當事人的關係。本訂單內容不應解釋為或構成，在買方和供應商或供應商人員之間創設或成立雇主與受僱人的關係(就此第 23 條而言，還應包含供應商分包商的任何人員)。買方無權利直接或間接控制供應商人員的僱傭條款與條件。若適用，買方應指示供應商專案的最終目標。供應商應確保其人員遵守本訂單條款和政策，且擁有依據適用法律與規範實施本訂單工作所需的知識、培訓及能力。對於買方單方面判斷欠缺此類知識、培訓或能力的任何供應商人員，買方應有權拒絕或立即排除他執行本訂單的工作。供應商人員無權代表買方簽訂任何協議或達成任何商業或其他承諾。

23.1 Independent Contractor. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier personnel (which for purposes of this Section 23, shall also include any personnel of Supplier’s Subcontractors). Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier personnel. As appropriate, Buyer shall give direction as to the ultimate objective of the project to the Supplier. The Supplier shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training and ability to perform work under this Order competently and in accordance with applicable Laws and regulations. Buyer shall have the right to reject or have removed immediately from the performance of work hereunder any Supplier personnel who, in Buyer’s sole judgment, lack such knowledge, training or ability. Supplier’s personnel are not authorized to enter into any agreements or to make any commitments financial or otherwise on behalf of Buyer.

23.2 在買方與買方客戶場所的工作。在買方或其客戶場所、地點、設施或工作現場(各稱為「買方現場」)時，所有供應商人員應適用且將遵守規範人員行為的相關現場規定、要求和規則，包括安全和保全要求。在任何情況下，供應商應對其本身和其人員遵守所有前述規定負起責任。當供應商人員在買方現場時，買方或其客戶應有權將供應商(含任何人員)驅離其場所。在買方或買方客戶無須付費的情況下，供應商將立即以具備必要技能和經驗之人員，替換被驅離或違反前述任何規定、規則及/或要求的任何及所有人員。若由供應商或其任何人員，在買方現場或鄰近實施本訂單活動的任何部分，則供應商應賠償、為其辯護、免除並使買方、其關係企業和其各自客戶及其各自董事、高級主管、員工、代理人、代表人、繼承人和受讓人，免於因下列事由，依法律或衡平法上的任何及所有訴訟、法律行為或法律程序，以及任何及所有索賠、要求、損失、判決、罰金、違約金、損害、費用、支出或賠償責任：(a) 對供應商人員任何成員之傷害或死亡，(b) 對供應商人員任何成員之財產損害，或 (c) 因供應商及/或供應商人員的其他成員擁有或控制下的設備、場所及/或財產，產生任何性質的環境訴求，但前提是，此類傷害、死亡或損害係由於任一方或第三方過失、場所條件或其他事由所導致(無論是導致或聲稱所導致)。

23.2 Work on Buyer’s and Buyer Customer Premises. All Supplier personnel will be subject to and will conform to the applicable site regulations, requirements and rules governing conduct of personnel while at Buyer’s or its customer’s premises, location, facility or work site (each a “**Buyer Site**”), including safety and security requirements. Supplier is responsible at all times for its, as well as its personnel’s, compliance with all of the foregoing. When Supplier’s personnel are at a Buyer Site, Buyer or its customers will have the right to remove Supplier, including any personnel, from its premises. At no cost to Buyer or Buyer’s customers, Supplier will immediately replace any and all personnel that are removed or violate any of the foregoing regulations, rules, and/or requirements with personnel possessing requisite skills and experience. If any portion of the activities under this Order is performed by Supplier or any member of the Supplier personnel in, on or near a Buyer Site, Supplier shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Supplier personnel, (b) damage to the property of any of the members of the Supplier personnel, or (c) any environmental claim of whatsoever nature emanating from the equipment,

premises and/or property of, or under the control of, Supplier and/or other members of the Supplier personnel, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

**23.3 背景調查。**於相關法令允許範圍內，且在獲得供應商人員的書面許可後，在進行以下活動前，供應商應透過經許可的背景調查機關，依據 *GE HealthCare 背景調查規範* (可見於 <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>) 進行背景調查：(a) 在任何買方現場配置任何供應商人員實施服務 (為清楚起見，「配置」不包括定期到場或訪視買方現場)；(b) 讓供應商人員存取買方網路；(c) 委託供應商人員負責與買方現場安全作業或保全直接相關，且若未適合實施可能對環境、健康或安全造成嚴重危害的職責；或 (d) 將供應商人員指派到整體視為具「安全敏感性」的買方現場，即使 (在其他背景下實施) 該職責不具安全敏感性。

**23.3 Background Checks.** To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, Supplier shall, through the utilization of an authorized background checking agency, perform background checks pursuant to the *GE HealthCare Guidelines for Background Checking* located at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> prior to: (a) stationing any Supplier personnel to perform services at any Buyer Site (for clarity, “stationing” shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier personnel access to Buyer networks; (c) assigning Supplier personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier personnel to a Buyer Site that is designated in its entirety as “security sensitive,” even though the work responsibilities, if performed in another context, would not be security sensitive.

**24. 其他事項。**本訂單 (及經引用明確視為其一部分的文件) 旨在完整、專屬且最終地表達雙方就本訂單主題的協議，並且取代雙方間先前或同時的任何協議 (不論書面或口頭)。即使接受或默認之一方知道提出異議及其機會，但先前任何交易過程與交易習慣，均無關於本訂單含義之確定。除非有約因支持、作成書面且經權利受侵害之一方簽名，否則不得拋棄或放棄因違反本訂單所產生的索賠或權利。任一方未執行本訂單任何規定，不應解釋為拋棄該規定或該方將來執行該規定的權利。買方於本訂單的權利及救濟，與法律、契約或衡平法賦予的其他任何權利及救濟併存，而買方得單獨、更換、連續或同時行使所有此等權利及救濟。所謂「包括」係指且解釋為「包括但不限於」或「包含但不限於」。本訂單任何條款或段落無效，不應影響該條款或段落其餘部分或其他任何條款或段落，後者應保有其完整效力。任何被視為無效條款或段落，將按照最能密切反映買方和供應商原始意圖的合理解釋。本訂單所有規定或義務，根據其性質或效果，於本訂單終止或期滿後必須或意圖繼續遵守、維護或履行者將仍具效力，且持續約束雙方、其繼承人 (含因合併而繼承之人) 及允許受讓人並且其利益而存續，包括本訂單第 2.2(c)、2.3、6、7、8、11、12、13、14、15、16、18、19、21、22 和 24 條。

**24. MISCELLANEOUS.** This Order, with documents as are expressly incorporated herein by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. No claim or right arising out of a breach of this Order can be discharged by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce such provision. Buyer's rights and remedies in this Order are in addition to any other rights and remedies provided by Law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. The term “including” shall mean and be construed as “including, but not limited to” or “including, without limitation”. The invalidity of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Any section or paragraph deemed invalid will be given a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. All provisions or obligations in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including Sections 2.2(c), 2.3, 6, 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22 and 24 of this Order.

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