

## General Conditions of Purchase in Hong Kong 香港的一般採購條件

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### 1. 範

#### 圍

- 1.1 本香港的一般採購條件(下稱“本採購條件”)應專屬適用於所有由[香港科德實.實翎有限公司] (“本公司”或“我方”)訂立的有關貨物採購、服務和工作成果的訂單和合約。由供應商提出的任何與採購條件背離、衝突、矛盾或補充的條件皆不被我方接受也不對我方產生拘束力。除非我方另以書面納入供應商提出的條件或我方以書面承認供應商提出的相反或補充條款、條件。
- 1.2 本採購條件也適用於所有與供應商有關的將來務，即使該業務尚未明確或未另行約定。
- 1.3 每個合約均應納入並適用本採購條件，但 不適用於本公司已接受或意圖接受的供應商書面報價或已發出或意圖發出的訂單中的其他條款和條件。
- 1.4 供應商提供我方訂單中羅列的貨物/服務者，視為該供應商已接受本採購條件。
- 1.5 如本採購條件中任一條款已經或即將無效 或無法執行，其他條款依然有效。在此情況下，與無效或無法執行之條款目的最相近的合法條款應代替該無效或無法執行之條款。
- 1.6 本採購條件中涉及的任何法規條款均應指 已修改、重新制定或補充之條款。

### 2. 合約的完成

- 2.1 我方與供應商的任何協議以及我方所接受 的所有的訂單，只有在我方書面確認後，才被視為對我方具有拘束力。在合約訂立時或在此前後修改、增加或附屬的協議同樣需要我方的書面許可。要求書面形式確認的內容只能以書面形式放棄。傳真或電子郵件應等同於書面形式。
- 2.2 除非另有約定，如供應商在收到我方訂單 後兩周內未書面接受我方訂單，我方有權撤銷該訂單。我方對供應商提出之交貨要求應具有拘束力，除非供應商在收到交貨要求的偏差、修改或補充均為無效，除非我方明確以書面表示同意。

### 3. 價格與付款

- 3.1 訂單中標明的價格為固定價格，除非書面 另有規定，一般包括“免運費交貨”、任何包裝、運輸、保險和交貨中發生的其他費用。
- 3.2 若無其他書面約定，如供應商負責搭建、 裝配及/或試用，該供應商應承擔前述過程發生的所有費用，包括但不限於差旅費和工具提供費。

### 1. Scope

- 1.1 These General Conditions of Purchase in Hong Kong (hereinafter “Conditions of Purchase”) exclusively apply to all orders placed and contracts concluded by [Freudenberg & Vilene International Ltd.] (the “Company” or “we”) governing the purchase of goods, services and work performance. Any conditions set by our suppliers that deviate from, conflict with or are contrary or supplementary to these Conditions of Purchase will not be accepted by and shall not be binding upon us, unless we incorporate the supplier’s conditions in writing or we recognize in writing the contrary or supplementary terms and conditions proposed by the supplier.
- 1.2 These Conditions of Purchase also apply to all future business relations with the supplier, even if not explicitly and separately stipulated.
- 1.3 These Conditions of Purchase shall be incorporated into each contract and shall govern each contract to the exclusion of any other terms and conditions subject to which any written quotation of the supplier is accepted or purported to be accepted, or any written order is made or purported to be made, by the Company.
- 1.4 In instances where the supplier has provided goods/services in response to an order placed by us, then the supplier is deemed to have accepted these Conditions of Purchase.
- 1.5 If any one clause of these Conditions of Purchase is or becomes invalid or unenforceable, the validity of the remaining stipulations shall not be affected. In such case, the invalid or unenforceable provisions shall be replaced by lawful provisions coming as close as possible to the purpose pursued by the invalid or unenforceable provisions.
- 1.6 Any reference in these Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re- enacted or extended at the relevant time.

### 2. Completion of contract

- 2.1 Any agreement with the supplier and all orders which have been accepted by us shall be considered binding upon us only if they are set down in writing. Any modification, addition or

- 3.3 我方僅在收到單獨寄出的發票後始進行處理。每張訂單應分別提供發票，發票上必須包括訂單號、訂單日期、供應商編號和項目編號，且應特別標註顯示方便閱讀。如發票內容與我方採購訂單無法對應，我方有權不支付該發票。
- 3.4 除跨境交易外，發票金額僅能以港元/美元 數額開具並支付。
- 3.5 依供應商與我方達成的特殊書面約定，供應商應在交貨時或交貨後立即向本公司開具發票。在提貨並收到發票和提貨相關文件後，我方有權選擇由銀行轉帳、支票及/或匯票方式付款。
- 3.6 未經我方事先書面同意，供應商無權全部或部分轉讓、分包或以其他方式處置其於本採購條件下之權利及/或義務。
- 3.7 我方可將任何我方應支付予供應商的款項與任何供應商應支付予我方的款項互相抵銷，所抵銷的款項是否屬於同一交易在所不論。

#### 4. 交貨和交貨時間

- 4.1 供應商應按照訂單中規定的時間和地點交貨或提供服務。訂單或任何其他協定中約定的交貨時間具有拘束力，必須嚴格遵守。如可能出現任何遲延而不能在約定的交貨時間和截止日期內交貨，供應商應立即書面通知我方，說明遲延理由並註明預計遲延的時間。
- 4.2 除非是為了滿足我方特殊要求而製造的貨物，我方可於交貨完成前變更或取消對貨物或服務的任何要求。供應商應配合我方之變更。價格和交貨要求可根據我方所為變更而作適當調整，但如果供應商未能在收到變更通知後五(5)個工作日內向我方發出書面調整要求，則不得作調整。
- 4.3 貨物及/或服務的各個方面必須符合訂單中所列明的規格、要求和描述。所有貨物必須由可靠的材料、技術和設計組成，且應與我方提供或同意的相關樣品或圖案完全一致。所有服務/貨物都應無瑕疵。
- 4.4 僅當我方明確書面表示同意時才允許分期交貨和提前交貨，但付款要求則不得早於原先約定的交貨日期。
- 4.5 除非另行協議，交貨時應附有交貨通知、品質檢測證書或其他在國際上被承認或產業通認的同等效力檢測證書，且詳細說明雙方同意的細節。供應商在首次交貨時還應提供一份樣品測試報告。
- 4.6 僅在提前安排的時間內才可能進行現場交付。
- 4.7 若有延遲交付的情況發生，供貨商得舉證說明並未造成損害或僅造成輕微損害。我方則有權主張額外損害賠償之(求償)權利。
- 4.8 訂單或委託在任何方面未完成之前，我方得取消

subsidiary agreement before, at or after contract formation also requires our written consent. The writing requirement may only be waived in written form. Fax or email shall be tantamount to written form.

- 2.2 If the supplier does not accept our order within two weeks of receipt in writing, we shall be entitled to revoke the order, unless otherwise agreed upon. Our delivery calls to the supplier shall be binding unless the supplier objects within three (3) working days of receipt. Any deviation from, modification of or supplement to our orders shall only be effective if explicitly accepted by us in writing.

#### 3. Prices and payment

- 3.1 Prices specified in the order are fixed prices. Prices include "free delivery" as well as any packaging, transport, insurance and other costs of delivery, unless agreed otherwise in writing.
- 3.2 In cases where the supplier is responsible for erection, assembly and/or commissioning while no other provisions have been agreed upon in writing, the supplier shall bear all costs incurred from said circumstance, including but not limited to travel expenses and provision of tools.
- 3.3 Invoices will be processed only if we receive them by separate mail. Each order must be invoiced separately. Invoices must include the order number specified in our order, order date, supplier number and our item number, all highlighted for easy readability. We reserve the right not to pay invoices that cannot be matched against our purchase order.
- 3.4 Except for cross border transactions, invoices must be made out in HKD/USD and payments will be made in HKD/USD only.
- 3.5 Subject to any special terms agreed in writing between the supplier and us, the supplier shall be entitled to invoice the Company for the price of the goods on or after delivery of the goods. Payments will be made, by our choice, by bank transfer, cheque and/or bill of exchange after taking delivery and receipt of invoice as well as after receipt of all documents pertaining to the delivery.
- 3.6 The supplier shall not be entitled to assign, subcontract or otherwise dispose of his rights and/ or obligations hereunder wholly or partly without our prior written consent.
- 3.7 We may set off any amount that is payable by us to the supplier against any amount that is payable

整個或部分訂單或委託。

4.9 一旦我方因供應商未能滿足訂單要求而取消全部或部分訂單，我方有權向其他廠商採購同等品質及數量的貨物，且在此情況下，供應商應償還我方因上述取消及另行採購所產生之所有支出，包括超過原訂單中價格的任何價款。

4.10 任何一方由於遇到不可合理控制的情形，而不能履行其於本採購條件下之義務僅是由於該不可合理控制的情形，且違約方履行義務中無任何錯誤或疏忽時（包括但不限於罷工、戰爭或天災），則違約方在立即通知對方並詳細說明該不可抗力後，違約方在該遲延期間內的違約可免責，但該違約方應儘快採取任何必要的合理行動以緩解所造成的後果。一方由於不可抗力而暫停履行期間，另一方可相應的暫停履行自己全部或部分義務，但該暫停履行在商業上應為合理。

## 5. 履行地、風險轉移、所有權獲得

5.1 訂單所載交付貨物或提供服務之地點即為履行地。除非另行協議，我方的付款履行地為我方登記公司地址。

5.2 供應商應自負風險將貨物和服務妥善包裝並送達至我方指定地點。貨物和服務的風險僅在我方或我方指派的運輸商於履行地收受送達後，才轉移至我方，或者在最終接受交貨之後轉移，兩者間以後發生者為準，即使我方已同意支付運費亦同。

5.3 風險在履行地轉移後，我方應獲得貨物所有權，且供應商對該貨物的任何權利不復存在。

## 6. 瑕疵責任和其他責任

6.1 我方僅根據交貨時所附的文件對交付貨物的名稱、數量和明顯運輸損害進行檢查。一旦在我方商業行為的常規過程中發現貨物或服務的瑕疵，我方將在發現瑕疵後至少五（5）個工作日的適當時間內通知供應商。

6.2 除非本條另有約定，供應商應對貨物或服務的瑕疵負擔保責任不得因任何原因加以限制或免責。在該責任範圍內，供應商應賠償我方且保證我方不受到任何第三人提出損害賠償請求。

6.3 如供應商未能按我方要求立即彌補瑕疵，在緊急情況下，特別是為了避免危險或重大損害時，我方有權自行或交由第三人修正瑕疵，該等費用應由供應商承擔，且無需事先給予供應商寬限期。

6.4 此外，供應商應賠償我方且保證我方不受到任何第三人就所有權問題提出損害賠償。

6.5 如瑕疵產品和服務需要進一步檢查，則供應商應承擔該檢查的費用。

## 7. 產品責任

by the supplier to us whether or not arising from the same supply transaction.

## 4. Delivery and delivery time

4.1 Goods/services shall be delivered or performed on the date and at the place specified in the order and in accordance with any additional instructions specified by us. Delivery dates specified in the order or otherwise agreed upon are binding and must be strictly met. The supplier shall promptly notify us in writing if there will be likely delays in meeting delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.

4.2 Except in the case of goods which must be specifically manufactured to meet our requirements, we may modify or cancel any requirements for any good or service prior to completion of delivery. The supplier will accommodate modifications by us. Fair adjustments will be made to prices and delivery requirements due to modifications by us, unless the supplier does not give us a written request for an adjustment within five (5) working days after notice of each modification, in which case no adjustment will be made.

4.3 The goods and/or services must conform in all respects with the specifications and any other requirements or descriptions stated in the order. All goods must be of sound materials, workmanship and design and shall be equal in all respects to relevant samples or patterns provided by or accepted by us. All services/goods shall be free from defects.

4.4 Deliveries by instalments and premature deliveries shall be allowed only with our express consent in writing. Payment claims, however, shall be due no earlier than on the delivery date originally agreed upon.

4.5 Unless otherwise agreed upon, deliveries must be accompanied by a delivery note and a works test certificate or any other equivalent test certificate internationally recognized or acknowledged in the industry specifying the details as mutually agreed upon by the parties. A sample test report must be furnished by the supplier with first-time deliveries.

4.6 On-site deliveries are only possible at previously arranged times.

4.7 In case of delivery delays, the supplier shall have the right to furnish evidence that no or only slight damage was caused. The right to assert additional damages shall be reserved.

- 7.1 如發生了可歸責於供應商的人身傷亡或財產損失，供應商應保證我方不承擔因此產生的任何責任和第三人的賠償請求，且應由供應商承擔全部賠償責任。在本條款範圍內，供應商應償還我方所有因回收行為或任何先由我方採取措施而產生的費用。
- 7.2 供應商應自費向信譽良好的保險公司投保，以我方為受益人就其提供我方的貨物/服務投保並維持足夠的保險。

## 8. 智慧財產權

- 8.1 任何在貨物/服務交付的過程所生之，任何智慧財產權皆只屬於我方所有。
- 8.2 供應商保證其交付的貨物和服務都沒有侵害第三人的智慧財產權或其他權利，也未違反任何法律或政府條例，並保證供應商交付的貨物中不包含 CF-C、PCB 或石棉。除非另有約定，一經我方請求，供應商應免費提供所有有關 IMD 系統的資料。
- 8.3 如第三人因上述交貨或貨物的使用或與之相關的原因向我方提出損害賠償，供應商應擔保賠償我方所受一切損失。
- 8.4 供應商的擔保賠償義務還包含因第三人請求所產生或與之相關的所有費用。

## 9. 所有權保留、工具

- 9.1 我方對本公司提供的貨物保留所有權（如零件、元件及半成品等）。
- 9.2 我方對於我方貨物經過加工、混合或結合後所產生的產品具有所有權，且我方為該等產品之製造者。
- 9.3 在我方支付費用的前提下，提供給供應商的工具、供應商自己製造或由我方向第三人訂購的工具之所有權仍屬於我方，或於供應商製造及/或取得之際即由我方取得，且供應商必須明確指明其為我方財產。
- 9.4 供應商應代表我方無償保管我方工具，充分投保並提供證據證明該保險已符合我方要求的投保範圍。除非另行約定，供應商僅在為我方製造零件之目的下使用工具。
- 9.5 供應商保證對工具進行適當維護和修理且費用自付。合約一旦終止，供應商應按我方要求不得遲延返還工具，且供應商無享有任何衍生權利。供應商應確保返還時該工具與先前使用時一樣情況良好。維修費用由供應商承擔。未經我方事先書面同意，任何情況下供應商都不得報廢工具。

## 10. 品質保證

- 10.1 供應商應在整個交易期間維持品質管制系統以保證交貨品質，透過內部審核來定期監測該系統，並在監測出任何偏差時立即採取行動。我方在合理地提前通知的前提下

- 4.8 We may cancel the whole or any part of an order or any consignment if such order or consignment is not completed in any respect.

- 4.9 In the event we cancel the order due to the supplier not meeting the requirements of the order, in whole or part, we will be entitled to purchase from a third party goods of equivalent quality and quantity and in that event the supplier shall reimburse us for all expenditures incurred by us in connection with the said cancellation and additional purchase, including any price over that agreed in the original order.

- 4.10 If either party is prevented from performing its obligations hereunder solely by circumstances beyond the reasonable control and without the fault or negligence of the party obligated to perform (including, without limitation, strikes, war, or acts of God), upon prompt notice to the other party detailing such force majeure event, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. During the period that the performance by either party has been suspended by reason of a force majeure event, the other party may likewise suspend the performance of all or part of its obligations to the extent that such suspension is commercially reasonable.

## 5. Place of performance, passage of risk, acquisition of ownership

- 5.1 The place to which, according to the order, the goods have to be delivered or where the service is to be performed shall be the place of performance. Place of performance for our payments is our registered office address, unless otherwise agreed upon.
- 5.2 On supplier's account and at supplier's risk, the goods and services shall be properly packed and made to the address designated by us. The risk in respect of the goods and services will pass on to us only with receipt of delivery by us or by a forwarding agent appointed by us at the place of performance or after final acceptance of the delivery, whichever comes later, even if we have agreed to pay the freight charges.
- 5.3 With the passage of risk at the place of performance, we shall acquire ownership of the goods without reservation of any rights for the supplier.

## 6. Liability for defects and other liability

- 6.1 We will inspect the delivered goods on the basis

，有權對供應商的品質管制系統進行檢查。在我方要求下，供應商應允許我方檢查認證書、稽核報告和所有與交貨有關的測試記錄和文件。

10.2 我方最新版的“品質標準”是我方訂單或我方與供應商簽訂的協定中的一部分。

10.3 根據貨物/服務的預計使用年限，供應商應保證我方享有及時、適當的技術支援（如產品備件，維修服務）。

10.4 供應商必須提供我方所有與貨物相關之文件、合格證、許可證、註冊檔等其他所需的資訊。供應商應賠償不能履行前述義務對我方或任何第三人所造成之損害。

## 11. 一般擔保

11.1 供應商接受訂單即擔保：

(a) 根據需要，正確安裝和組裝每樣貨物，且貨物與我方有關系統和其他財產相容且不造成損害；

(b) 供應商交付的每樣貨物/服務都有明確的擔保期間；如未明訂，則該貨物/服務之擔保期間為自交貨日和我方首次使用日兩者中後到達的時間起算的 24 個月；

(c) 應滿足預計使用和目的；且

(d) 無任何設計、材料、技巧和權利上的瑕

11.2 供應商應擔保我方對供應商交付的任何貨物/服務的所有權、占有、修改、使用或轉售不會侵害任何第三人權利，供應商擔保我方不受到任何侵權索賠或訴訟。

11.3 供應商不得直接或間接向我方員工或代表提供任何形式的誘導或回扣。

11.4 本條款中列明的擔保係為補充供應商做出的或法律課予供應商的任何其他擔保。

11.5 供應商應盡最大可能地將任何其他個人/實體的擔保移轉予我方，以使我方能向其他個人/實體行使每樣貨物/服務的追索權。

11.6 供應商應擔保自己和交付的每樣貨物/服務都符合所有適用法律和法規。

## 12. 擔保請求

12.1 供應商應令我方滿意地及時處理每個擔保請求。我方得要求維修或更換處理，也可在處理請求期間要求臨時解決方案。元件因擔保請求而更換或升級產生的費用不由我方承擔。在處理請求期間，擔保期間暫停計算，直至瑕疵補正後才繼續計算剩餘擔保期間。

of accompanying documents only for identity and quantity as well as for visible transport damage. We will notify the supplier about defects of the goods or services, once discovered in the ordinary course of our business within an appropriate time of at least five (5) working days after the defect has been detected.

6.2 Unless agreed otherwise in this paragraph, the supplier shall be liable for defects of the goods or services, whereas this liability is in no way limited or disclaimed due to any cause, and shall indemnify and hold us harmless from and against any third party's claims.

6.3 If the supplier fails to remedy the defect promptly upon our request, we shall, in urgent cases, in particular to avert danger or major damage, have the right to rectify the defects ourselves at supplier's cost or have this done by a third party without having to grant a period of grace before.

6.4 In addition, the supplier shall indemnify and hold us harmless from any third-party claims related to deficiencies in title.

6.5 If defective goods and services necessitate further inspection, the supplier shall bear the costs of such inspection.

## 7. Product liability

7.1 The supplier assumes full responsibility for, indemnifies and holds us harmless from and against any liabilities and third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the foregoing is attributable to the supplier. Within the scope of this provision, the supplier shall be obligated to reimburse us for all expenses that are incurred by or in connection with a recall action or any other measure initiated by us.

7.2 The supplier will have in force and maintain at its own cost such policy or policies of insurance with a reputable insurer which provides adequate insurance coverage in respect of the provision of goods/services to us.

## 8. Intellectual property rights

8.1 Any intellectual property generated during any delivery of a goods/services to us shall belong to us only.

8.2 The supplier guarantees that neither the goods nor service it delivers infringes upon intellectual property rights or other rights of third parties, nor violates legal or official regulations of whatever kind. The supplier also guarantees that the goods

### 13. 保密條款、文件

13.1 由我方提供或供應商透過我方獲得的任何 資訊、公式、圖紙、模型、工具、技術記錄、程序方法、軟體和其他技術和商業秘密，以及由此獲得的任何 工作成果（以下簡稱“保密資訊”），供應商應對 第三人嚴格保密。這些保密資訊僅供用於供應商向 我方交貨的商業行為，並僅向必須知悉這些保密資 訊的與該商業行為相關之人提供，因此獲得保 密資 訊之人應負保密義務。本條項下之義務應於本採購 條件終止或不延展後仍繼續有效存在。雙方並同意 本採購條 件之存在及其內容均屬機密，且未得雙方事前書面同意， 任一方無論如何均不得揭露。

13.2. 在商業關係期間由我方向供應商提供的任 何文件（包 括但不限於圖紙、資料、測試規範）、樣品及模型等， 我方保留所有權，且任何時候一經我方請求，供應商應 不得晚於商業關係結束前將該等文件、樣品及模型（包 括任何影本、摘錄、備份和衍生物）立即返還我方，或 根據我方的指示進行銷毀，其費用由供應商承擔。供應 商無權保留任何部分。

13.3 對於揭露保密資訊和任何文件、樣品或 模型之流通，供 應商均不取得任何智慧財產權或其他權利。

### 14. 適用法律，管轄法院

14.1 本採購條件之準據法為香港法律。聯合 國關於國際貨 物銷售公約和其他有關貨物銷售統一法律的國際性公約也 不得適用。

14.2 除非雙方另行約定，雙方間因本採購條件 下交易而產 生的相關爭議應提交中華民國仲裁協會，根據香港國際仲 裁中心之仲裁規則於香港以仲裁解決之。仲裁決定應為 最終結果且對雙方具有拘束力。

### 15. 解釋

15.1 除非另行要求或有其他明確說明，本採購條件中：

- (a) 凡提及“我方”指[香港科德寶.寶翎有限公司；
- (b) 凡提及“供應商”指向我方提供貨物或服務並受到本採購條件約束的任何個人或實體；
- (c) “當事人”指我方及/或供應商；
- (d) “貨物”和“服務”包括任何可交付的形式；
- (e) “訂單”指為採購貨物和/服務之目的，由我方向供應商發出的採購訂單；
- (f) 供應商超過一人以上時，每個供應商應對我方連帶負責；以及
- (g) “協議”或“合約”指我方與供應商間訂立的書面合約，詳細描述了提供的貨物/服務的範圍和與之相關的各當事人的權利義務。

delivered by him do not contain CFC, PCB or asbestos. The supplier shall undertake to provide, at our request, all relevant IMD system data at no charge, unless otherwise agreed upon.

8.3 The supplier shall indemnify us from all and any claims lodged against us by third parties for reasons of or in connection with the delivery or its use.

8.4 The supplier's obligation of indemnification shall also cover all expenses arising from or in connection with claims by a third party.

### 9. Reservation of ownership, tools

9.1 We shall reserve the ownership of goods provided by us (e.g. parts, components, semi-finished products, etc.).

9.2 We shall have the ownership of products resulting from the processing, mixing or combining of our goods and we are considered as manufacturer of such products.

9.3 To the extent that we pay the cost, tools made available to the supplier as well as tools manufactured by the supplier himself or ordered by us from a third party shall remain our property or shall pass into our ownership upon manufacturing and/or acquisition by the supplier and must be clearly indicated by the supplier as our property.

9.4 The supplier shall hold our tools in custody on our behalf at no charge, insure them adequately and furnish evidence of insurance cover at our request. The supplier shall use the tools exclusively for the purpose of manufacturing parts for us, unless otherwise agreed upon.

9.5 The supplier shall ensure proper maintenance and repair of the tools provided at his own cost. Upon termination of any contract, the supplier shall surrender the tools without delay at our request, while no right may be derived by the supplier. Upon surrender, the supplier must ensure that the tools are in apparent good order and condition corresponding to their earlier use. Costs of repair shall be borne by the supplier. In no case must the supplier scrap the tools without our prior written approval.

### 10. Quality assurance

10.1 The supplier shall, during the entire business relation, maintain a quality management system that ensures the proper quality of deliveries, monitor the system by internal audits at regular intervals and promptly take action if any deviation

has been detected. We shall have the right to inspect the supplier's quality management system with reasonable prior notice. At our request the supplier shall permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to the delivery.

10.2 The latest version of our "Quality Standards" shall be part of any order placed by us or agreement between us and the supplier.

10.3 The supplier shall ensure that we have access to prompt supply of appropriate support (e.g. spares, maintenance service) throughout the expected life of each goods/services.

10.4 All documents, certificates, licenses, registration files and/or other necessary information in relation to the products must be provided by the supplier to us. The supplier shall compensate us or any third party for the loss resulting from the failure to fulfill said obligations.

## **11. General warranties**

11.1 By accepting an order the supplier warrants:

(a) where applicable, each goods will be properly installed and integrated into, be compatible with and not damage our relevant systems and other property;

(b) The warranty period of each goods/services supplied by the supplier shall be specified; if not specified, it shall be 24 months from the later of the date of delivery and the date of first use by us;

(c) be fit for the expected use and purpose; and

(d) be free from any defect in design, materials, workmanship and title.

11.2 The supplier shall warrant that the ownership, possession, modification, use or resale of any goods/services supplied by the supplier will not infringe any third party rights and the supplier will protect us from any infringement claim or proceeding.

11.3 No form of inducement or reward has been or will be directly or indirectly provided by the supplier to any of our employees or representatives.

11.4 The warranties set out in this clause are additional to any other assurances given by the supplier or implied by law.

11.5 The supplier shall, to the extent possible, pass on to us the benefit of any warranty from any other person/entity in respect of each good/service supplied, so that we may have recourse against those persons/entities.

11.6 The supplier shall ensure that the supplier, and each goods/services supplied, complies with all applicable laws and regulations.

## **12. Warranty claims**

12.1 The supplier will promptly remedy each warranty claim to our satisfaction. We may require repair or replacement solutions and a temporary solution while the claim is being remedied. Components replaced or upgraded within a warranty claim will not be charged to us. Warranty periods are suspended while each claim is being remedied, and then start again for the remaining warranty period of completion of remedying each defect.

## **13. Confidentiality, documents**

13.1 Any information, formulations, drawings, models, tools, technical records, procedural methods, software as well as other technical and commercial know-how, made available by us or acquired by the supplier through us, and also any work results thus obtained (hereinafter "confidential information") shall be maintained in secrecy by the supplier towards third parties, may be used in the supplier's business exclusively for deliveries to us and be made available only to such persons who needs access to the confidential information in connection with the business activities and have therefore been obligated to maintain secrecy. The obligations hereunder shall survive the termination or discontinuance of the Conditions of Purchase. The parties further agree that the existence and contents of the Conditions of Purchase are confidential and shall not be disclosed by either party, without limitation, without the written consent of both parties.

13.2 Any documents (including but not limited to drawings, figures, test specifications), samples, models etc. made available by us to the supplier during the business relationship will remain in our ownership and must be surrendered to us at our request at any time, no later than at the end of the business relationship (including any copies, extracts, replicas and derivatives), or by our instruction must be destroyed at supplier's cost. The supplier thus has no right of retention thereto.

13.3 The disclosure of confidential information and any possible communication of documents, samples or models shall establish no intellectual property rights or other rights for the supplier.



#### 14. Applicable law, place of jurisdiction

14.1 The Conditions of Purchase shall be governed by the laws of Hong Kong. The UN Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

14.2 Unless otherwise agreed to by the parties, any dispute arising out of or in connection with the transaction contemplated by the parties hereunder shall be submitted to and resolved by The Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Arbitration Law of ROC and the arbitration rules of the CAA then in force. The arbitral award shall be final and binding upon both parties.

#### 15. Interpretation

15.1 Unless the context otherwise requires or it is specifically otherwise stated:

(a) References to "we," "us," and "our" refer to [Freudenberg & Vilene International Ltd.]

(b) References to "supplier" refer to any person or entity that provides goods or services to us, who is bound by these Conditions of Purchase;

(c) "party(ies)" means we and/or the supplier;

(d) "goods" and "services" include any form of deliverable;

(e) "order" means the purchase order placed by us to the supplier for the purpose of procurement of goods and/or services;

(f) if the supplier comprises more than one person, each of those persons' liability to us is joint and several; and

(g) "agreement" or "contract" is a written contract between a supplier and us that describes in detail the scope of goods/services to be provided and each parties rights and obligations with regard to this suppl

