

## OFFER OF SALE

### 要約銷售

The items described in this document and other documents and descriptions provided by Parker Hannifin Taiwan Co. Ltd. ("Seller") are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods, services or work described will be referred to as "Products".

本檔或其他檔中描述的、以及由台灣派克漢尼汾(股)有限公司(“賣方”)描述的貨物在銷售中均由賣方制定要約出售價格。該出售要約及任何客戶(“買方”)對該要約的接收均受以下條款和條件的約束。買方訂購本訂單中所述的任何物品(通過口頭或書面形式告知賣方),均構成接受本檔之事實。本檔中所描述的一切貨物、服務或工作將被稱為“產品”。

**1. Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is subject to these Terms and Conditions. Seller objects to any contrary or additional terms or conditions of Buyer's order or any other document issued by Buyer.

1. 條款和條件。賣方願意向買方提供產品或接受買方的訂單,是以買方同意本條款與條件為前提的。賣方不接受任何與本條款與條件相違背或附加條件的買方訂單,或其他由買方自行公佈的文件。

**2. Price; Payments.** Seller will sell Products to Buyer at prices specified in these Terms and Conditions. Payment will set forth in the terms and conditions. Seller reserves the right to assess a finance charge in the amount of zero point five percent (0.5%) of the purchase price for each completed week of the delay. The title of the Products shall remain in Seller until the full payment of the Products is made by Buyer according to these Terms and Conditions.

2. 價格及付款。賣方銷售給買方產品的價格將按照本條款和條件的規定執行。如買方未按照本條款和條件規定時間付款,賣方有保留權利對每逾期一周(不滿一周以一周計)之未付款額,按每週 0.5%的罰款要求支付給賣方。在買方未按照全額付款前,賣方擁有產品的所有權。

**3. Delivery Dates; Title and Risk; Shipment.** Unless otherwise agreed by the parties, Seller will make delivery according to the delivery date and delivery term set forth in these Terms and Conditions. Regardless of the method of delivery, however, risk of loss will pass to Buyer upon Parker's delivery to a carrier. The delivery term shall be extended accordingly as a result of the Buyer's delay payment specified as Clause 7.

3. 交付。除非經雙方另行同意,交貨將按照本條款與條件規定的方式進行。無論以何種方式運送,買方將承擔賣方將產品交付給運送方後的所有產品損失風險。若買方未按照本協議規定時間付款,則交貨期相應順延。

**4. Warranty.** Seller warrants that the Products shall be free from defects in materials or workmanship for a period of twelve months from the date of delivery to Buyer. This warranty does not apply to Products that have been damaged after shipment to Buyer where the damage is not directly due to a defect in material or workmanship of the Products nor does it apply to Products that have been rendered defective by reason of improper installation or altered or repaired by anyone other than Supplier's authorized employees, nor to goods furnished by Buyer. The Seller MAKES NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE PROVISIONS OF THIS AGREEMENT. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. PARKER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. 產品品質保證。賣方保證在規定的品質保證期限內,即產品交付給買方之日起的 12 個月內,保證其提供的產品在材料和生產方面滿足本協議規定標準。該保證不適用於產品在運達至買方後非因材料或生產所直接產生的損壞,也不適用因任何未經派克授權的員工不當安裝、調試或維修所造成的損壞,也不適用於買方加裝的產品。本保證構成了唯一及所有的關於本條款與條件下銷售產品的保證,派克不作除本條款與條件規定條款以外的其它任何明示或默示的保證,包括對某一特定用途的產品設計、適銷性及適用性。

**5. Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless reported to the Seller within 7 days of delivery. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for an amount due on any invoice and/or late delivery by Buyer) must be commenced within 12 months from the date of the breach without regard to the date breach is discovered. In the event of claims asserted by Buyer, Parker will repair or replace any nonconforming Products or refund of the purchase price paid by Buyer, at Parker's option.

5. 索賠及訴訟開始。買方應在賣方交貨時立即對產品清點驗收,如驗收清點後發現有產品品質、規格、數量不符合本協議規定,買方應在交貨驗收後的七日內向賣方提出書面通知。在涉及違反產品品質保證的情況下,買方應在產品出現品質問題或買方應當發現產品出現品質問題後的三十日內向賣方提出。違反本協議的任何行為或基於此次銷售導致的任何訴訟(買方逾期付款及提貨行為而由賣方提出的索賠行為除外),無論該違約是何時發現的,應在違約行為發生後的十二個月內提出。針對買方的索賠,賣方有選擇對不符合本協定規定的產品進行修理,調換或退款之方式。

**6. LIMITATION OF LIABILITY. UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY.**

6. 責任限制。接到通知且經賣方確認系賣方責任導致後,賣方有義務選擇維修或更換不符合本條款與條件標準的產品,或退款。在任何情況下,即使由於賣方的過失,賣方不對買方承擔下述責任:對於銷售、交付、未交付、服務、使用或未使用該產品或部分產品引起或導致的特殊、間接、偶然或必然的損害;未獲得賣方書面同意的任何收費或開支。

**7. User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application and follow applicable industry standards and Product information. If Seller provides Product or system options, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.

7. 用戶責任。使用者通過自己的分析與測試,對於系統與產品的最終選擇負全部責任,並且應確保在使用中滿足設備功能性、耐用性、維護、安全和預警方面的要求。使用者必須分析應用程式的各個方面,並且遵守適用的行業標準和產品資訊。如果由賣方提供產品或系統選項,則使用者需確定這些資料和規格對於所有應用程式均合適、充分,並且合理預見該產品或系統的用途。

**8. Loss to Buyer's Property.** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, will be considered obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer ordering the items manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

8. 買方財產損失。任何由買方提供的設計、工具、圖案、材料、圖紙、機密資訊或設備,或任何其他成為買方財產的物品,如果買方連續兩年未訂購使用上述財產生產的物品,則上述財產將被視為過期並由賣方銷毀。對於由賣方保管或控制的該類買方財產的損失或損害,賣方不承擔任何責任。

**9. Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will

Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

9. 特殊工具。對於特殊工具，包括但不限於生產產品所需的印模、夾具、模具和圖案，賣方可能會收取模具費。雖然由買方支付一切費用，但是這類特殊工具始終屬於賣方財產。在任何情況下，買方不得從賣方用於生產產品的工具中獲得任何利益，即使該工具是為此次生產專門改裝或改造的，仍由買方支付一切費用。除非另有約定，否則賣方有權隨時決定對特殊工具或其他財產進行改造、拋棄或以其它方式處置。

10. **Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product; or (d) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.

10 不當使用和賠償。由買方、買方雇員或其他人在下述情況下造成的人身傷害、財產損失、專利、商標或版權的侵權或任何其他索賠，買方應當在索賠、責任、損害賠償、訴訟、費用（包括律師費）等方面賠償、維護並確保賣方的利益：(1) 選擇不當，不適當應用或其他方式濫用從賣方購得的產品；(2) 買方的任何遺漏、疏忽或其他過錯；(3) 賣方使用的圖案、計畫、圖紙、或由買方提供的產品規格；或者(4) 買方未能遵守本條款與條件。在任何情況下，賣方對買方不具有賠償責任，除非另有規定。

11. **Cancellations and Changes.** Orders shall not be subject to cancellation or change by either Party for any reason, except with the other Party's written consent and upon terms that will indemnify, defend and hold the other Party harmless against all direct, incidental and consequential loss or damage.

11. 取消和變更。未獲得一方書面同意的情况下，另一方不得以任何理由取消或變更訂單，否則根據條款，違約方應賠償、維護並確保另一方不受直接的、附帶的及由此產生的任何損失或損害。

12. **Limitation on Assignment.** Either Party may not assign its rights or obligations under this agreement without the prior written consent of the other Party.

12. 對轉讓的限制。在事先未徵得一方書面同意的情况下，另一方不得轉讓本協議規定的權利或義務。

13. **Force Majeure.** Seller does not assume the risk and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control.

13. 不可抗力。對於超出賣方合理控制之外的因素（以下簡稱“不可抗力事件”）導致賣方義務延遲或不能執行，賣方不承擔風險及責任。不可抗力事件包括但不限於：意外、罷工或勞資糾紛、任何政府或政府機構行為、自然行為、運營商或供應商延誤交付、物資短缺或其他賣方合理控制之外的因素。

14. **Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

14. 棄權與合同的整體性。未能執行本協議的某一條款並不意味著放棄該條款，也不影響賣方在將來對本條款的執行。如果本協議的某一條款因違反法律或其他規定而失效，並不影響本協議的其他條款。本協議的其餘條款仍將完全生效。

15. **Termination.** Seller may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days written notice of termination. Seller may immediately terminate this agreement, in writing, if Buyer: (a) commits a

breach of any provision of this agreement (b) appoints a trustee, receiver or custodian for all or any part of Buyer's property (c) files a petition for relief in bankruptcy on its own behalf, or by a third party (d) makes an assignment for the benefit of creditors, or (e) dissolves or liquidates all or a majority of its assets.

15. 終止。賣方可在任何時間以任何理由終止本協議，但須提前 30 天給買方書面通知。賣方可在下列情況下向買方發送書面通知立即終止協議：(1) 買方違反本協議的任何條款；(2) 委任受託人，接管或託管買方部分或全部財產；(3) 一方或由協力廠商提交破產申請；(4) 債權人利益分配；(5) 買方解散或清算。

16. The laws of R.O.C. Laws govern this Terms and Conditions. In the event that all disputes between the parties in connection with this Agreement are unable to amicably settle by the parties within thirty (30) days from notice of such dispute by one party to the other (or such other period as may be mutually agreed upon), the parties agree to submit the dispute to and settled by New Taipei City, Taiwan Banqiao District Court.

16. 管轄法律。本條款與條件適用中華民國法律。如果一方向另一方發出爭議通知後三十(30)日內(或雙方另行同意的期限)仍未能友好解決爭議的，雙方同意將該爭議事項遞交台灣新北市板橋地方法院解決。

17. **Indemnity for Infringement of Intellectual Property Rights.** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets ("Intellectual Property Rights"). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that a Product sold pursuant to this Agreement infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If a Product is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Product, replace or modify the Product so as to make it non-infringing, or offer to accept return of the Product and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to Products delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any Product sold hereunder. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.

17. 對侵犯智慧財產權的行為進行賠償。除本條規定外，賣方不對任何侵犯專利、商標、版權、商業外觀、商業秘密或類似權力的行為不承擔責任。對於針對買方侵犯美國專利、美國商標、版權、商業外觀和商業秘密（“智慧財產權”）的指控，賣方將捍衛並賠償買方的損失。由根據該協定出售的產品侵犯協力廠商智慧財產權引起的訴訟，賣方將自行出資進行辯護並支付由此給買方帶來的任何和解或損害費用。賣方對於買方利益的捍衛和賠償基於買方在得知侵權指控後的十天內通知賣方，並且對於任何指控或行為辯護，包括和解或妥協談判，賣方擁有唯一控制權。如果一個產品受到侵犯協力廠商智慧財產權的索賠指控，賣方可自行承擔費用並規定期限，指導買方繼續使用該產品、為了避免侵權而更換或修改產品、或回收產品並返還扣除合理折舊費後的貨款。儘管如此，對於根據買方提供的資料、或根據買方指定的全部或部分設計而交付的產品造成的侵權索賠，以及對所售產品系統的修改、合併或使用造成的侵權索賠，賣方不承擔任何責任。本條款上述規定構成賣方唯一的、排他的責任，這也是買方唯一的、排他的智慧財產權侵權補救措施。

18. **Entire Agreement.** This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.

18. 完整協議。本協定包括了賣方和買方之間的所有協定，並且構成本協定條款的最終、完整和獨家解釋。本協定涵蓋所有之前或同期的書面或口頭協定或談判。

**19. Compliance with Law, U. K. Bribery Act and U.S. Foreign Corrupt Practices Act.** Buyer agrees to comply with all applicable laws and regulations, including both those of the United Kingdom and the United States of America, and of the country or countries of the Territory in which Buyer may operate, including without limitation the U. K. Bribery Act, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.S. Anti-Kickback Act (the “Anti-Kickback Act”), and agrees to indemnify and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that they are familiar with the provisions of the U. K. Bribery Act, the FCPA and the Anti-Kickback Act, and certifies that Buyer will adhere to the requirements thereof. In particular, Buyer represents and agrees that Buyer shall not make any payment or give anything of value, directly or indirectly to any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person, for the purpose of influencing such person to purchase products or otherwise benefit the business of Seller.

19 遵守法律、英國反賄賂法案以及美國反海外腐敗法案。買方同意遵守英國、美國以及買方經營可能涉及的國家的一切適用的法律和法規，包括但不限於英國反賄賂法、美國反海外腐敗法（“FCPA”）、美國反回扣法，並且同意對買方及其雇員或代理商因違反上述法規而造成的賣方損失，進行賠償並承擔責任。買方應熟悉英國反賄賂法、美國反海外腐敗法、美國反回扣法的規定，並且保證遵守其規定。尤其是，買方代表並同意不得直接或間接向任何政府官員、任何外國政黨或官員、任何外國政治職位的候選人或任何商業實體或個人支付款項或贈與有價值的東西而影響這些人購買產品或以其他方式使賣方業務受益。