

## **General Terms and Conditions of Sale and Supply**

**銷售及供應一般條款與條件**

## **I. Proposal**

### **I. 提案**

In the absence of any separate contractual agreements, Pfeiffer Vacuum, as the supplier, shall effect deliveries and provide services exclusively under the terms and conditions set forth herein. Under no circumstances shall any contradictory terms and conditions of purchase of Purchaser become a part of the contract – and neither by acceptance of an order –, even if not expressly refuted. These General Terms and Conditions of Sale and Supply shall apply to both the present transaction as well as to any and all future business transactions.

在沒有另外以個別契約約定之情形下，Pfeiffer Vacuum (以下稱普發真空科技)，作為供應商，應完全按照本條款與條件完成交貨和提供服務。在任何情況下，買方任何與本條款與條件相互矛盾的採購條款與條件，即使沒有明確表示反駁，亦均不構成契約的一部分 – 即使接受訂單時亦同 –。這些銷售及供應一般條款與條件應適用於目前的交易，以及任何及所有未來的商業交易。

## **II. Proposal and Contract**

### **II. 提案與契約**

The information contained in price lists, catalogs and advertising media relating to Pfeiffer Vacuum's performances shall not represent any proposals. Such documents as illustrations, drawings, weights and measurements pertaining to a proposal shall be subject to change without notice and shall be only approximately definitive, unless they have been expressly stipulated as being binding. Verbal advice, collateral agreements and assurances of whatever nature shall be void unless they have been confirmed in writing by Pfeiffer Vacuum as being agreed. Minor variances from product specifications shall be deemed to have been approved. In the absence of any special agreement, a contract shall only be deemed to have been entered into upon Pfeiffer Vacuum's written confirmation of order or upon delivery of the goods. Pfeiffer Vacuum reserves all ownership rights and copyrights to its samples, cost estimates, plans, drawings and similar information of either a tangible or intangible nature – including information in electronic form –, as well as to any and all other documents; said items shall only be made available to third parties with the written consent of Pfeiffer Vacuum.

包含在價目表、型錄、廣告媒體中有關普發真空科技履行契約之資訊，不代表任何提案。關於提案之說明、圖示、重量、尺寸等文件，得隨時變更不另通知，且僅為大致之約定，除非經過買方和供應商明示約定具有拘束力。口頭建議、擔保協議及任何性質之保證，應屬無效，除非該等文件內容已經普發真空科技以書面確認同意。貨物規格的些微變動，應被視為已得核准。在沒有任何特殊協議之情形下，契約應只有在經過普發真空科技書面確認訂單或交付貨物後，始被視為已成立。普發真空科技保留全部樣品、費用預估、計劃、圖示和類似之資訊，無論有形或無形— 包括電子形式的資訊 —，以及任何和所有其他文件，的所有權和著作權；前述保留權利之項目應取得普發真空科技書面同意，始得提供給第三人。

### **III. Scope of Supply**

#### **III. 供應之範圍**

Pfeiffer Vacuum's written confirmation of order shall be definitive with respect to the scope of and all further details relating to the supply; in the case of a time-limited proposal from Pfeiffer Vacuum and its acceptance by Purchaser within the stipulated term, said proposal shall be deemed to be definitive in the absence of timely confirmation of order by Pfeiffer Vacuum. Any collateral agreements or modifications shall require written confirmation by Pfeiffer Vacuum.

普發真空科技對於訂單之書面確認，有關供應貨物之範圍及細節應明確；若普發真空科技提出限時要約，並要求買方於時限內承諾購買時，縱使普發真空科技未及時以書面確認訂單，該限時要約視同其內容已明確。任何擔保協議或修改，應取得普發真空科技的書面確認。

### **IV. Prices and Payment**

#### **IV. 價格及付款**

1. Prices shall be either ex works or ex consignment warehouse, including loading at the factory or consignment warehouse, however exclusive of packing materials and statutory value added tax. Pfeiffer Vacuum shall be entitled to invoice packing materials at cost and reserves the right to require return of its transport packing materials free of charge, provided said packing materials have been delivered free of charge by Pfeiffer Vacuum. No credit shall be given for returned packing materials.

價格應為出廠價(ex works)或交付寄售倉庫價(ex consignment warehouse)，包括裝載在工廠或寄售倉庫，但不包括包裝材料和法定增值稅。普發真空科技應有權利開立包裝材料費用之發票，並保留權利要求返還其免費運輸包裝材料，若 PV 已免費交付所述之包裝材料。返還之包裝材料應不折現。

2. In the absence of any special agreement, payment shall be made in cash at Pfeiffer Vacuum's payment office, with no deductions. The any payment terms shall be applicable with respect to agreement between Pfeiffer and customer.

在沒有任何特殊協議之情況下，付款應以現金繳付至普發真空科技之繳費處，且不得扣除任何費用。任何付款條件應適用於普發與客戶間的合約或訂單。

3. Purchaser shall only be entitled to withhold payments or set them off against any counterclaims if said counterclaims are undisputed or have become legally final.

買方僅有在其拒絕付款之理由已無爭執或已經法院判決定案時，才有權利拒絕給付貨款或主張抵銷以對抗任何對普發的請求。

4. The minimum order value shall be to NT\$20,000, otherwise, Pfeiffer will bill extra handling fee 10% of order amount.

訂單之最低金額應為新台幣貳萬元整，未達者，普發將收取訂單金額 10%作為額外處理費用。

5. Should the goods be returned, Pfeiffer Vacuum shall invoice the required functional testing and refurbishment at a rate of 10% of the net value of the goods, however not less than NT\$5,000.

若貨物被退回時，普發真空科技就必要之功能測試和貨物整修費用，應按貨物淨值 10% 之比例開立發票，但不低於新台幣五仟元整。

6. In the event of cancellation of an order, if there have any down pay term in agreement or order, then Pfeiffer will take this down pay as a cancellation fee, no return. In other case, Pfeiffer Vacuum shall fundamentally charge a cancellation fee in the amount of 10% of the total value of said order. Cancellation shall be made in writing and shall only be possible within 30 days subsequent to our confirmation of order.

在取消訂單之情形，如果合約或訂單已訂定預付款者，則普發將沒收此預付款作為取消訂單費用。其他的案例取消時，應按被取消之訂單總額之 10%，收取取消訂單費用。取消訂單應以書面之方式，且應僅能在普發確認訂單後 30 天內為之。

## **V. Delivery Term / Delayed Delivery**

### 交貨條件/ 遲延交貨

1. The delivery term shall be based upon the agreements reached between the contracting parties. Compliance with the delivery term by Pfeiffer Vacuum shall necessitate that all commercial and technical questions between the contracting parties have been clarified and that Purchaser has satisfied all of its obligations, e.g. submittal of the documents, approvals or releases to be procured by Purchaser, or that an agreed advance payment has been made. Should this not be the case, the delivery term shall be appropriately extended. This shall not apply to the extent that Pfeiffer Vacuum is responsible for said delay.

交貨條件應依據締約雙方之間達成的協議。普發所承擔交貨條件包含於雙方間約訂所有的商業和技術問題均已得到澄清，且買方已符合其所有的義務，例如買方應提出文件、取得相關單位許可等，或約定的預付款已經支付時，普發則應遵守交貨條件。若不符合前述情況，交貨條件應適當地放寬。普發於該放寬範圍內，不負遲延責任。

2. Compliance with the delivery term shall be subject to correct and timely delivery of raw materials and supplies to Pfeiffer Vacuum.

交貨條件之遵循，應依交付或提供給普發之正確資料且及時之原物料資訊為基準。

3. The delivery term shall be deemed to have been observed if the supplied items have left Pfeiffer Vacuum's factory or notification of readiness for shipment has been made prior to the expiration of the delivery term. Should acceptance testing be required, the date of the acceptance testing shall be definitive, acceptance testing performance or condition need to be definitive and notification which indicated into agreement or order by Pfeiffer and customer.

若在交貨條件屆滿前，供應之貨物已經離開普發的工廠或已通知準備運輸，交貨條件應被視為已經遵守。如要求進行驗收測試，驗收測試日期應明確，且驗收條件及狀況均應被明確定義與通知在雙方之合約或訂單上。

4. Should shipment or acceptance testing of the supplied item be delayed due to reasons for which Purchaser is responsible, Purchaser shall be charged for the costs incurred as a result of said delay, beginning one month subsequent to notification of readiness for shipment or acceptance testing.

若供應貨物之裝運或驗收測試，因買方之原因導致遲延，買方應負擔因遲延所致生之費用，該費用自通知準備裝運或驗收測試 1 個月後起算。

5. Should failure to observe the delivery term be caused by force majeure, strikes, lock-outs or other events beyond the control of Pfeiffer Vacuum, the delivery term shall be appropriately extended. This shall also apply if a sub-contractor is subjected to such circumstances. Nor shall the above-described circumstances be the responsibility of Pfeiffer Vacuum if they arise during the course of an existing delay. In important cases, Pfeiffer Vacuum shall inform Purchaser as soon as possible of the beginning and end of such hindrances.

若不能遵守交貨期限是由於不可抗力、罷工、停工或其他普發無法控制之事件導致者，交貨期限應適當地延長放寬。本規定於分包廠商遇有上述情形，亦適用之。普發對於上述情形，不負遲延責任。在重要情況下，普發對於上述情形之發生及結束，應盡速通知買方。

6. Purchaser shall be entitled to withdraw from the contract with a prior notice if it has finally become impossible for Pfeiffer Vacuum to provide the entire performance prior to passage of the risk. Furthermore, Purchaser shall also be entitled to withdraw from the contract with a prior written notice if the execution of a part of an order has become impossible or if Purchaser has a legitimate interest in refusing partial delivery. Should this not be the case, and made acceptable conclusion by Pfeiffer and customer which return partial delivery, Purchaser shall pay the contractual price relating to the partial delivery. The same shall also apply in the event of Pfeiffer Vacuum's inability to perform. Apart from this, Point IX. 2 shall apply. Should the impossibility or inability to perform occur during the course of delay in acceptance testing or should Purchaser solely or predominantly be responsible for said circumstances, Purchaser shall be obligated to provide compensation therefor.

於風險移轉前，買方於其最終無法由普發提供完整履約時，買方有權撤銷契約。此外，若僅履行部分訂單已經變成被接受，或者買方有合法權益拒絕普發分批交付，買方也有權經通知後撤銷契約。若非前述情形或且經雙方同意退回分批已交之貨外，買方應支付有關部分交付之契約價金。此規定亦適用於普發無能力履約之情形。除此之外，第IX條第2項亦應適用。若不能或無法履行契約發生於延誤驗收測試，或買方應單獨或負擔主要責任之情形所致者，買方應負擔補償義務。

## VI. Passage of Risk and Acceptance Testing

### 風險移轉和驗收測試

1. The risk shall pass to Purchaser at the latest upon shipment of the items to be supplied, even if partial deliveries are made or if Pfeiffer Vacuum has assumed other performances, e.g. shipping costs for delivery and installation. Upon request by Purchaser, Pfeiffer Vacuum shall insure the consignment at Purchaser's expense against theft, breakage, shipping, fire or water damage, as well as any and other insurable perils. Should acceptance testing be performed, the time of said acceptance testing shall be definitive for passage of the risk. Said acceptance testing shall be performed without delay on the date set for the acceptance testing, or alternatively subsequent to notification by Pfeiffer Vacuum of readiness for acceptance testing. The presence of an immaterial defect or deficiency shall not entitle Purchaser to refuse to perform acceptance testing.

貨物之風險，最遲應在貨物運送至買方時，移轉予買方，即使已部分交付，或普發已承擔其他工作，例如運送或安裝之運輸成本。應買方之要求，普發應為買方委託貨物投保竊盜、損壞、運送、火損或水損，以及任何其他可投保的危險，費用由買方承擔。若需進行驗收測試，則驗收測試時應為最終的風險移轉時。前述驗收測試應依設定的驗收日期，或於普發被通知已準備驗收測試後執行，不得拖延。若非重大的缺陷或瑕疵，買方無拒絕執行驗收測試之權利。

2. Should shipment or acceptance testing be delayed or not be performed due to circumstances for which Pfeiffer Vacuum is not responsible, the risk shall pass to Purchaser upon the day that notification of readiness for shipment or acceptance testing is made. Pfeiffer Vacuum shall undertake to obtain the insurance coverages requested by Purchaser at Purchaser's expense.

如果運送或驗收測試由於不可歸究於普發之情形而遲延，風險應於通知貨物已完成運送或驗收測試之準備之日起，移轉於買方。普發同意買方之要求範圍之保險且由買方負擔該費用。

3. Purchaser shall be required to accept delivered items even in the presence of immaterial defects or deficiencies, without prejudice to the rights set forth in Point VIII. 在不損害第 VIII 條所定之權利下，買方必須接受所交付之貨物，即使貨物有非重大的缺陷或瑕疵。

4. Partial deliveries shall be permissible if not unreasonable for Purchaser.

若分批交貨對於買方並無不合理時，買方應同意分批交貨。

## **VII. Retention of Title**

所有權保留

1. Pfeiffer Vacuum shall retain title to the supplied item until any and all payments have been received – including payments for any performances that might additionally be owed – arising from the contract for supply and until such time as payment has been received for any and all claims against Purchaser or members of its corporate group by Pfeiffer Vacuum or members of its corporate group. Should Purchaser be a dealer or a manufacturer, it shall be revocably authorized to incorporate the supplied items within the framework of proper business transactions and/or to process and/or resell said supplied items. Purchaser herewith assigns to Pfeiffer Vacuum its entitlements under the resale transaction (in the ratio of the value of Pfeiffer Vacuum's goods to the manufacturing costs of the entire product in connection with their incorporation or processing). Should said assignment exceed 120% of the claims secured by it, Pfeiffer Vacuum shall release the collateral at Purchaser's written request.

普發保留所提供貨物之所有權，直到因供貨契約所發生之任何及所有款項均已收到 - 包括任何履約行為可能額外產生之費用 - ，且直到普發真空科技或其企業集團成員收到對買方或其企業集團成員所請求之任何或所有金額均支付時。若買方是交易商或製造商，它應可撤銷地被授權，將所供應之貨物包含於適當的商業交易架構內，且/或加工 (process) 且/或轉售 (resell) 前述供應之貨物。買方茲按下述比例，轉讓其於轉售交易中享有之權利予普發真空科技(即普發真空科技貨物之價值與製造生產有關之完整產品之生產成本間之比例)。若此轉讓之權利價值超過其所擔保之請求權價值的 120% 時，普發真空科技應於買方書面請求時，解除買方之擔保責任。

2. Pfeiffer Vacuum shall be entitled to insure the supplied item against theft, breakage, fire, water or other perils at Purchaser's expense unless Purchaser shall have evidenced that it has taken out such insurance coverage itself.

普發真空科技有權以買方之費用，為所供應之貨物(產品)投保竊盜、毀損、火災、水災或其他保險，除非買方已證明其已自行採取相當之保險足以涵蓋該等風險。

3. Purchaser shall not be entitled to either pledge or use as collateral the supplied item. Purchaser shall be required to inform Pfeiffer Vacuum immediately in the event of confiscation or other third-party dispositions.

買方無權抵押或以作為擔保品之方式使用所供應之貨物。買方於供應之貨物遭到沒收或遭第三人處置(例如假扣押)時，應立即通知普發真空科技。

4. Should Purchaser be in breach of the contract, in particular in the case of payment default, Pfeiffer Vacuum shall be entitled to retrieve the supplied item following issuance of a warning notice, and Purchaser shall be required to surrender said supplied item. Pfeiffer Vacuum's right to assert its right to retention of title or to attachment of the item shall not constitute a withdrawal from the contract on the part of Pfeiffer Vacuum.

如果買方違反契約，特別是遲延給付貨款的情況，普發真空科技應有權於發出警告通知後回收所供應之貨物，且買方應交出前述供應之貨物。普發真空科技主張保留所有權或扣押供應貨物之權利，不應構成普發真空科技解消契約。

5. Petition for the initiation of insolvency proceedings shall entitle Pfeiffer Vacuum to withdraw from the contract and to demand the immediate return of the supplied item. 聲請破產程序應賦予普發真空科技解消契約之權利，且有權要求立即返還供應之貨物。

## **VIII. Warranty**

### 保證

Subject to the exclusion of any further claims – and as governed by Point IX – Pfeiffer Vacuum shall warrant against material defects and deficiencies in title as follows:

除有任何進一步請求之例外 – 及第 IX 條規定 – 普發真空科技應保證下述重大瑕疵和權利瑕疵：

### **Material defects**

#### 重大瑕疵

1. All components that prove to be deficient due to circumstances existing prior to the time of passage of the risk shall be remedied or re-supplied free of charge by Pfeiffer Vacuum at its option. Pfeiffer Vacuum shall be notified of such defects and deficiencies in writing without delay. § 356 of the Taiwan Civil Code (“TCC”) shall apply accordingly. Replaced components shall become the property of Pfeiffer Vacuum. In the case of major products from third-party suppliers, Pfeiffer Vacuum's liability shall be limited to assignment of its claims against said third-party suppliers, provided that said claims

are not subject to the statute of limitations and are not significantly lower than those claims being asserted by Pfeiffer Vacuum.

所有元件被證明瑕疵在風險移轉前已經存在者，普發真空科技可選擇免費修復或更換。如發現前述缺陷或瑕疵，應立即通知普發真空科技不得遲延。我國民法第 356 條之規定，於此亦適用。更換之元件應為普發真空科技之財產。在主要貨物由第三方供應的情況下，普發真空科技的責任應僅限於轉讓其對該第三方供應商之請求，且前述請求未釐清請求權時效且未顯著低於普發真空科技主張之請求。

2. Following written notification, Purchaser shall provide Pfeiffer Vacuum with the required time and opportunity to remedy any and all defects or effect any and all replacement supplies that Pfeiffer Vacuum shall deem necessary; otherwise, Pfeiffer Vacuum shall not be liable for the consequences thereof. Only in urgent cases endangering operational safety or to prevent unreasonable high damages, whereby Pfeiffer Vacuum shall be notified immediately, shall Purchaser have the right to remedy the defects itself or to have them remedied by third parties, and to demand restitution for the necessary expenses incurred.

於書面通知後，買方應提供普發真空科技所需的時間和機會填補任何及所有瑕疵或實現任何及所有普發真空科技認為有必要更換之供應物，否則普發真空科技對於因此造成之後果不負任何責任。只有在緊急情況下危及運營安全或為防止不合理的嚴重損害時，普發真空科技應立即被通知，買方有權利自行修繕瑕疵或由第三方修繕，並要求以彌補本身的缺陷或讓他們通過第三方來解決，並要求普發真空科技補償因此支付之必要費用。

2. Of the costs resulting from repair or replacement, Pfeiffer Vacuum – should the complaint prove to be legitimate – shall bear the costs of the replacement item, including shipping (however excluding express deliveries and deliveries to other countries), as well as the reasonable costs associated with removal and reinstallation, as well as the costs of any required provision of Pfeiffer Vacuum's fitters and helpers which may equitably be necessitated on the basis of the individual case in question.

普發真空科技，於投訴被證明是合法時，應負擔更換元件所之產生之費用，包括運費(但不包括快遞和運送到其他國家)，以及拆卸和重新安裝的相關合理費用，以及可能基於個別爭議案件之合理必要，所必須供應普發真空科技裝配工和助手之費用。

4. Within the framework of statutory provisions, Purchaser shall have the right to withdraw from the contract should Pfeiffer Vacuum – with due consideration being

given to statutory exceptions— allow an appropriate term to repair or replace, of which it has been notified in writing, to lapse. In the case of only immaterial defects or deficiencies, Purchaser shall only be entitled to claim a reduction of the contractual price. There shall otherwise be no right to a reduction of the contractual price.

若普發真空科技未依已以書面通知允許之適當期間修繕或更換有重大瑕疵之貨物，在法律規定的架構內，買方已適當考慮法律規定之例外時，應有權撤銷契約。在非重大瑕疵或缺陷的情況下，買方僅有權請求減少契約價金。其他情形下，買方沒有權利請求減少契約價金。

5. No warranty shall be assumed in the following cases, in particular:

**Use of non-genuine Pfeiffer-Vacuum parts**, unsuitable or improper use, faulty or defective assembly and/or start-up by Purchaser or by third parties, natural wear and tear, faulty or neglectful treatment, improper maintenance, unsuitable operating fluids, deficient construction work, unsuitable building substrates, chemical, electrochemical or electrical influences that are not the responsibility of Pfeiffer Vacuum.

下述情形普發真空科技並不承擔擔保責任，尤其是：

買方使用不屬於普發真空科技之部分，不適宜或不當使用，錯誤或有瑕疵之裝配且/或操作，自然磨損和撕裂，錯誤或疏忽處置，不當保存，不適合的操作流體(operating fluids)，建造作業瑕疵，建築基底瑕疵，化學、電化學或電子影響等，普發真空科技均不負責。

6. Should Purchaser or a third party improperly remedy any defect, Pfeiffer Vacuum shall not be liable for the consequences resulting therefrom. The same shall also apply with respect to any alterations of the supplied item by Purchaser or third parties without the prior consent of Pfeiffer Vacuum.

若買方或第三方不適當修補任何瑕疵，普發真空科技對於因此所造成之結果不承擔任何責任。此規定亦適用於有關買方或第三方未事先取得普發真空科技同意，對於供應之貨物所做的變更。

#### **Deficiencies in title 權利瑕疵**

7. Should the use of the supplied item lead to infringement of intellectual property rights in Taiwan, Pfeiffer Vacuum shall at its own expense assure that Purchaser shall fundamentally be given the right of further use or that the supplied item be modified in such a way that can reasonably be expected to be acceptable to Purchaser as to ensure that the infringement of intellectual property rights no longer exists. Should this not be possible at economically reasonable terms or conditions or within a reasonable

term, Purchaser shall be entitled to withdraw from the contract. Under the above-indicated prerequisites, Pfeiffer Vacuum shall also be entitled to withdraw from the contract. Furthermore, Pfeiffer Vacuum shall save and hold harmless Purchaser against undisputed or legally final claims asserted by the respective owners of intellectual property rights.

如果使用提供之貨物導致在台灣侵害智慧財產權，普發真空科技應以自己之費用確保買方未來使用之權利，或以可合理預期且買方可接受之方法修改供應之貨物，以確保侵害智慧財產權之情形不復存在。如果無法在經濟上合理的期間或條件，或合理期間內完成前述規定，買方有權撤銷契約。在上述前提下，普發真空科技亦應有權撤銷契約。此外，普發真空科技應使買方無損害，對抗智慧財產權人提出之無爭議或法律上最終請求。

8. Pfeiffer Vacuum's obligations set forth in Point VIII. 7, as subject to Point IX. 2, shall be definitive in the event of a breach of intellectual property rights.

They shall only be applicable if and when

- Purchaser notifies Pfeiffer Vacuum immediately of any asserted claims with respect to the infringement of any intellectual property rights
- Purchaser supports Pfeiffer Vacuum to an appropriate extent in connection with defending against the asserted claims or to an extent that will enable Pfeiffer Vacuum to perform the modification measures pursuant to Point VIII. 7
- Pfeiffer Vacuum reserves the right to engage in all defensive measures, including out-of-court settlements
- The deficiency in title is not based upon an instruction on the part of Purchaser, and
- The legal infringement was not caused by the fact that Purchaser has independently modified the supplied item or has used it in a non-contractual manner

本約第VIII條第7項規定之普發真空科技之義務，如第IX條第2項所述，指明確違反智慧財產權之情形。該等義務僅於符合下列各款情形時適用：

- 買方立即將關於智慧財產權侵害之情事通知普發真空科技
- 買方提供普發真空科技適當程度之協助，以對抗相關侵權之請求，或提供使普發真空科技能依第VIII第7項執行修補措施之程度
- 普發真空科技保留從事所有防禦措施，包括法庭外和解之權利
- 權利瑕疵並非基於買方之指示，且
- 法律上的侵權並非肇因於買方獨立修改供應之貨物或已使用供應之貨物於非契約目的之行為

## **IX. Liability**

### 義務

1. If through the fault of Pfeiffer Vacuum the supplied item cannot be used by Purchaser in accordance with the contract due to neglected or faulty execution in connection with

proposals and consultations prior to or subsequent to the execution of the contract or through infringement of other collateral contractual obligations – in particular with regard to instructions for the operation and maintenance of the supplied item – the provisions set forth in Points VIII. and IX. 2 shall apply accordingly, to the exclusion of any and all further claims by Purchaser.

如果由於普發真空科技之過失或違反有關提案和執行契約前後之磋商，導致供應之貨物不能供買方依據契約使用，或由於侵害其他契約的擔保義務時- 特別是有關供應貨物之操作和維持的指示 -，本規定第 VIII 條和第 IX 條第 2 點應適用，排除買方任何進一步之請求。

2. In the case of damages that are not incurred on the supplied item, itself, Pfeiffer Vacuum shall – for whatever legal reasons – be liable only

在供應之貨物本身不發生損害之情形下，普發真空科技-無論任何法律上之理由-僅於下列情形負責：

- a) In the event of willful intent

在故意之情形

- b) In the event of gross negligence on part of its owner/corporate bodies or executives

在其本身或公司負責人有重大過失之情形

- c) In the event of culpable injury to life, limb or health

在有罪的生命、身體或健康傷害事件之情形

- d) In the event of defects or deficiencies that Pfeiffer Vacuum has maliciously concealed

在普發真空科技惡意隱瞞瑕疵或缺陷之情形

- e) Within the framework of an assured warranty

在承擔保證責任架構之範圍內

In the event of a culpable infringement of major contractual obligations, Pfeiffer Vacuum shall also be liable in the case of gross negligence on the part of non-executive employees and in the case of minor negligence, however in the latter

case limited to typical damage under the contract that could reasonably be foreseen.

No further entitlements shall exist.

在因過咎而侵害主要契約義務之情形下，普發真空科技對於非執行業務員工之重大過失，及輕微疏失亦應負責，但輕微疏失之情形，僅限於契約可合理預見之典型損害。沒有進一步的權利存在。

## **X. Statute of Limitations**

### 消滅時效

Any and all claims on the part of Purchaser shall be subject to a statute of limitations of relevant provisions of TCC. The term of warranty shall be 12 months, and this term shall not recommence for spare or replacement parts supplied within this period; the original warranty term for the supplied item shall instead continue to be definitive.

買方之任何請求，其消滅時效應依民法相關規定。保固期間為 12 個月，且此期間不因分拆或更換部分供應貨物而重新計算；原來的供應之貨物之保固期間仍持續進行。

## **XI. Use of Software**

### 軟體使用

Should software be included in the scope of supply, Purchaser shall be granted a non-exclusive right to use said supplied software, including the documentation pertaining thereto. Said software shall be provided for utilization on the supplied item for which it is intended. Utilization of the software on more than one system shall be prohibited. Purchaser shall only be entitled to copy, modify, translate or convert the software from object code to source code within the legally permissible scope (§§ 69 a ff. of the German Copyright Law ["UrhG"]). Purchaser agrees to refrain from removing manufacturer's information or Pfeiffer Vacuum's information – in particular copyright notices – or from modifying them without express prior approval from Pfeiffer Vacuum. Any and all other rights to the software and the documentation, including copies thereof, shall remain with Pfeiffer Vacuum and/or the software supplier. The issuance of sub-licenses shall not be permissible.

若軟體包括於供貨範圍內，應授予買方非專屬使用權，包括與此相關之文件。前述軟體應以為供供應貨物使用之目的提供。軟體禁止於一個以上之系統使用。買方僅有權在法律允許的範圍內重製、改作、傳輸或轉換軟體電腦語言為原始碼(例如德國著作權法第 69 條 ff.所規定)。買方同意避免刪除製造商之資訊或普發真空科技之資訊-特別是版權聲明-或避免在未得

普發真空科技事先明示同意之情形下修改該等資訊。

任何軟體或文件之權利，包括副本，應歸屬於普發真空科技且/或軟體供應者。禁止轉授權。

## **XII. Applicable Law/Venue (does not apply to consumers)**

準據法及管轄（不適用於終端消費者）

1. Any and all legal relationships between Pfeiffer Vacuum and Purchaser shall be subject exclusively to the pertinent laws of the Republic of China. This shall also apply with respect to foreign business transactions. The application of the U.N. Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

任何及所有普發真空科技和買方之間的法律關係，應依中華民國相關法律定之。此規定亦適用於外國商業交易。聯合國的國際貨物銷售契約公約(CISG)之使用亦應被排除在外。

2. The venue shall be the court having jurisdiction for Pfeiffer Vacuum's domicile. However Pfeiffer Vacuum shall also be entitled to bring action at Purchaser's primary domicile.

管轄法院應為對普發真空科技營業處所有管轄權之法院。但普發真空科技亦有權於買方主要營業處所/住所提起訴訟。