

[TAIWAN]

APPENDIX B

附錄B

STANDARD TERMS AND CONDITIONS OF
PURCHASE OF GOODS AND SERVICES

採購產品及服務之標準條款與條件

In these standard terms and conditions (“**Standard Terms**”):

於本標準條款與條件（下稱「**本標準條款**」）中：

“**Goods**” means goods ordered by the Purchaser from the Supplier under a Purchase Order;

「**產品**」係指買方依採購單自供應商訂購之產品；

“**Project Schedule**” means the schedule of delivery of the Works under a Purchase Order;

「**專案進度表**」係指依採購單所進行工作之交付進度表；

“**Purchase Order**” means an order for Goods or Services placed by the Purchaser in accordance with these Standards Terms;

「**採購單**」係指買方依本標準條款所發送之產品或服務訂單；

“**Purchaser**” means Gradiant International Holdings Pte Ltd or any of its related bodies corporate, including WaterPark Environment Corporation;

「**買方**」指Gradiant International Holdings Pte Ltd或其任何相關法人，包括水之源企業股份有限公司；

“**Services**” means any services to be provided by the Supplier under a Purchase Order;

「**服務**」係指供應商依採購單提供之任何服務；

“**Special Terms and Conditions**” means, if any, written terms and conditions annexed in Appendix A to a Purchase Order that are:

「**特殊條款與條件**」係指採購單附錄A所檢附之書面條款與條件（如有），且：

(a) different from or additional to the terms and conditions set forth in these Standard Terms, and

係有別於或附加於本標準條款所定之條款與條件，且

(b) specially negotiated by the parties in reference to a Purchase Order;

係雙方當事人就採購單所特別協商者；

“**Supplier**” means the party on which a Purchase Order is placed;

「**供應商**」係指收到採購單之一方；

“**Taiwan**” means the Republic of China (Taiwan);

「**臺灣**」係指中華民國（臺灣）；

“**Technical Specifications**” means the technical specifications, if any, of the Works annexed in Appendix C to a Purchase Order;

「**技術規格**」係指採購單附錄C所檢附之工作技術規格（如有）；

“**Works**” means collectively the supply of all labour, materials and performance of all tasks necessary to produce all of the deliverables specified in the Contract.

「**工作**」係指為生產契約所定之所有交付標的，而供應所有勞動力、物料並執行所有必要任務之整體工作。

1. FORM AND CONTENT OF THE CONTRACT

契約之形式及內容

1.1. The contract (hereinafter the “**Contract**”) that shall govern the supply of Goods and Services by the Supplier to the benefit of the Purchaser shall consist of the documents quoted in decreasing order of priority as follows:

規範供應商為買方利益提供產品及服務之契約（下稱「**契約**」），應為以下依優先適用順序（由先至後）所列之文件：

1.1.1. Purchase Order;

[TAIWAN]

採購單；

1.1.2. Special Terms and Conditions (Appendix A of the Purchase Order);

特殊條款與條件（採購單之附錄A）；

1.1.3. these Standard Terms;

本標準條款；

1.1.4. the Technical Specifications (Appendix C of the Purchase Order).

技術規格（採購單之附錄C）。

1.2. Any start of performance of the Contract and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Goods and/or Services, shall be deemed to constitute the definitive acceptance of the terms and conditions of all of the documents of the Contract.

契約之任何開始履行，尤其是已著手進行產品及 / 或服務之設計、製造、交付、帳單開立或供應等事實，均應視為已正式接受契約所有文件之條款與條件。

1.3. All documents other than those covered in Clause 1.1 shall not be applicable between the parties to the Contract, unless otherwise stated in the Purchase Order.

除第1.1條所涵蓋的文件外，其他所有文件均不適用於契約當事人間，惟採購單另有約定者不在此限。

2. APPLICATION OF TERMS AND ORDERS**條款及訂單之適用**

2.1. In consideration of the Purchaser placing a Purchase Order, the Supplier agrees to the Standard Terms, Special Terms and Conditions (if any) and Technical Specifications, which collectively apply to, and are incorporated the Purchase Order to the exclusion of any other terms and conditions contained in any quotation, conditions of sale, letter or any other document of the Supplier, unless otherwise expressly agreed in writing by the parties.

有鑒於買方發送採購單，供應商同意本標準條款。除當事人另有書面明文約定外，特殊條款與條件（如有）及技術規格均適用於採購單並納入採購單，並排除供應商之任何報價單、銷售條件、信函或任何其他文件所定之任何其他條款與條件。

2.2. Without prejudice to Clause 1.2, the Supplier must within seven (7) days of issuance of a Purchase Order:

於不影響第1.2條約定之前提下，供應商須於採購單發出後七（7）日內：

2.2.1. notify the Purchaser of its acceptance of the Purchase Order; or

通知買方其接受該採購單；或

2.2.2. notify the Purchaser of its refusal to accept the Purchase Order because it is unable to satisfy any of the terms of the Purchase Order (including by specifying which terms it is unable to satisfy and, where appropriate, alternative terms which it would be able to satisfy).

通知買方其因無法履行採購單之任何條款而拒絕接受採購單（包括敘明其無法履行之條款，以及（如適當）其可履行之替代條款）。

2.3. Without prejudice to Clause 1.2, if the Supplier fails to notify the Purchaser in accordance with Clause 2.2, the Purchase Order is deemed to be accepted by the Supplier on these Standard Terms, Special Terms and Conditions (if any) and Technical Specifications.

於不影響第1.2條約定之前提下，如供應商未依第2.2條通知買方，視為供應商已依本標準條款、特殊條款與條件（如友）及技術規格接受採購單。

2.4. The Supplier must supply Goods or Services in accordance with the terms of the Contract.

供應商須依照契約之條款提供產品或服務。

2.5. Subject to the Purchaser bearing any reasonable cost increase, the Purchaser may revise a Purchase Order, including changing the delivery point or deferring the delivery date, by notice to the Supplier before the delivery date specified in the Purchase Order.

[TAIWAN]

買方得於採購單指定之交付日期前通知供應商修改採購單，包括更改交付地點或延後交付日期，惟買方應負擔任何合理增加之成本。

- 2.6. The Purchaser may cancel a Purchase Order by at least five (5) business days' notice to a Supplier before the delivery date specified in the Purchase Order.

買方得於採購單指定之交付日期前至少五（5）個營業日通知供應商取消採購單。

- 2.7. Capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Order.

本標準條款所使用且未定義之專有名詞，其應具有與採購單所賦予相同之意義。

3. MODIFICATIONS**修改**

- 3.1. The Supplier shall accept any modification that the Purchaser may legitimately require of it as regards the subject of the Purchase Order, the Technical Specifications, or deadlines for performance. The related price may be adjusted in order to take into account the said modification, based on the rates and prices indicated in the Contract or, if these are not applicable, on the basis of what is fair and reasonable.

供應商應接受買方所合理要求對於採購單標的、技術規格或履行期限之任何修改。相關價格得依契約所訂之費率及價格進行調整，以反映上述修改，或如該等費率或價格不適用，則得依公平合理之費率或價格進行調整。

- 3.2. Any modification to the Contract shall only be binding upon the parties if the said modification has been formalized through a written amendment to the Contract.

契約之任何修改，僅於該修改業經契約之書面增補合約訂定後，始對雙方當事人具有拘束力。

A delivery docket quoting the Purchase Order number and any other information reasonably required by the Purchaser must accompany each

delivery of Goods. The Purchaser may refuse to accept delivery of Goods without a delivery docket.

每次交付產品時，均須檢附一份交付單，載明採購單號及買方合理要求之任何其他資訊。如產品交付時未檢附交付單，買方得拒絕接受之。

4. TIME**時間**

- 4.1. Where time for delivery or other action is specified in the Contract, time is of the essence in relation to the Supplier's obligations.

如契約載明交付時間或其他行動，則供應商履行其義務之時間至關重要。

- 4.2. If the Supplier does not deliver Goods or Services on time in accordance with the Contract, the Purchaser may cancel the Purchase Order in whole or in part. The Purchaser is entitled to exercise its rights under this Clause 4.2 notwithstanding that it has acquiesced in any delay, unless a written extension of time has been granted to the Supplier by the Purchaser prior to the delivery date specified in a Purchase Order.

如供應商未依契約按時交付產品或服務，買方得取消全部或部分之採購單。除買方已於採購單指定之交付日期前以書面同意展延供應商之交付時間，縱使買方曾默許任何遲延交付，買方仍有權行使本第4.2條所定之權利。

- 4.3. The Supplier must notify the Purchaser as soon as it becomes aware that Goods or Services may not be delivered by the time specified in a Purchase Order and must use its best endeavours to provide the Purchaser with an alternative acceptable to the Purchaser. A notice under this Clause does not relieve the Supplier of its obligations or affect the Purchaser's rights under the Contract.

供應商於發現產品或服務可能無法於採購單指定之時間內交付後，應立即通知買方，且應盡最大努力提供買方其可接受之替代方案。供應商依本條所發出之通知並不免除其義務，亦不影響買方於契約下之權利。

- 4.4. The Works shall be performed in accordance with the Project Schedule as set forth in the Purchase Order.

工作應按照採購單所載之專案進度表進行。

[TAIWAN]

4.5. The Supplier shall strictly adhere to the Project Schedule and perform the Works with due diligence as set forth in the Purchase Order; in particular the Supplier shall:

供應商應嚴格遵守專案進度表，並依採購單之約定盡職完成工作；具體而言，供應商應：

4.5.1. commence the Works on the Commencement Date; and

於開工日期開始工作；及

4.5.2. deliver the Goods no later than by the Scheduled Delivery Date of Goods; and

於產品預定交付日期前交付產品；及

4.5.3. perform the Services no later than by the Scheduled Performance Date of Goods or Services.

於服務產品之預定履行日期前提供服務。

5. PRICE AND PAYMENT**價格及付款**

5.1. In consideration of the Works performed by the Supplier under the Purchase Order, the Purchaser shall pay a lump sum amount for the Goods and Services as described in the Purchase Order (the “**PO Price**”).

有鑒於供應商已依採購單完成工作，買方應一次給付如採購單所述之產品及服務總額（下稱「**採購單總價**」）。

5.2. Unless otherwise notified in writing by the Purchaser, all prices specified in a Purchase Order are fixed and in New Taiwan Dollars.

除買方另有書面通知外，採購單所定之所有價格均為固定價格，並以新臺\$為單位。

5.3. The PO Price shall be paid in accordance with the Purchase Order Milestones as set forth in the Purchase Order (the “**Purchase Order Milestones**”).

採購單總價應依採購單所定之採購單里程碑（下稱「**採購單里程碑**」）支付。

5.4. The Purchaser is not responsible for the cost of any delivery charges, excises, duties, labelling, cases, crates or other packaging materials unless this is specified in a Purchase Order or agreed in writing by the Purchaser.

買方無須負擔任何運費、消費稅、關稅，以及標示、貨箱、條板箱或其他包裝材料之費用，惟採購單另有明定或經買方書面同意者，不在此限。

5.5. All invoices for Goods or Services must bear the Purchase Order number. Unless otherwise specified in a Purchase Order, the Purchaser must pay the Supplier's invoice within sixty (60) days from the end of the month in which the invoice is received by the Purchaser.

所有產品或服務之帳單應載明採購單號。除採購單另有明定外，買方應於收到供應商帳單之當月末日起六十（60）日內支付供應商之帳單。

5.6. The Purchaser is entitled to set off from any amount owed by the Purchaser to the Supplier any amount the Supplier owes the Purchaser, whether under the Contract or otherwise.

買方有權自供應商應支付予買方之任何款項中（無論係依契約或其他情形而生），抵銷買方應支付予供應商之任何款項。

5.7. The Purchaser may withhold payment for Goods or Services supplied that it disputes in good faith until the dispute has been resolved. The Purchaser must notify the Supplier if it intends to rely on this Clause.

買方如依誠信原則就某產品或服務提出爭議，得於解決該爭議前暫緩付款。買方如擬援引本條款，須通知供應商。

6. DELIVERY**交付**

6.1. Delivery of Goods will be made to the Purchaser's premises or such other delivery location specified in a Purchase Order.

產品應交付至買方之營業場所或採購單明定之其他交付地點。

[TAIWAN]

6.2. The Supplier is responsible for any extra costs involved in delivery if the Supplier's failure to comply with the Contract requires Goods to be sent by a more expeditious method than is usual.

如供應商未遵守契約之要求，而須以較一般遞送方式更為快捷之方式遞送產品時，供應商應負擔該交付所生之任何額外費用。

6.3. Delivery of Goods is deemed to have occurred only when Goods have been unloaded at the delivery location and the delivery has been accepted by the Purchaser in accordance with the delivery terms specified in a Purchase Order.

僅於產品業於交付地點卸貨，且買方業依採購單所定之交付條款接受該交付時，該產品之交付始視為已發生。

6.4. Performance of Services is deemed to have occurred only when a duly authorised representative of the Purchaser has approved the Services in writing.

僅於買方之合法授權代表人業以書面方式核可服務時，該服務之履行始視為已發生。

6.5. A delivery docket quoting the Purchase Order number and any other information reasonably required by the Purchaser must accompany each delivery of Goods. The Purchaser may refuse to accept delivery of Goods without a delivery docket.

每次交付產品時，均須檢附一份交付單，載明採購單號及買方合理要求之任何其他資訊。如產品交付時未檢附交付單，買方得拒絕接受之。

7. PACKAGING AND SHIPPING

包裝及運輸

7.1. The Purchaser is only responsible for returning cases or other durable packaging to the Supplier if this is specified in a Purchase Order. Such cases or packaging must be clearly marked 'returnable' by the Supplier and display the Supplier's name and return delivery address. All costs incurred by the Purchaser in the returning the cases and packaging must be borne by the Supplier. If the Supplier does not comply with the requirements of

this Clause 7.1, the Purchaser is not responsible for the return of the cases or packaging.

除採購單有明定時，買方始有將貨箱或其他耐用包裝退還予供應商之責任。供應商應於該等貨箱或包裝上清楚標明「可退還」，並載明供應商名稱及退還收件地址。

買方退還貨箱及包裝時所生之所有費用，均應由供應商負擔。如供應商未遵守本第7.1條之要求，則買方無退還貨箱或包裝之責任。

7.2. The Supplier must ensure that all Goods are secured and packed in a manner that protects them against damage and deterioration during transportation to the delivery location.

供應商須確保所有產品之安全及包裝，保護其免於運送至交付地點之過程中受到損害或變質。

7.3. For Goods that involve shipping activities, at all times and irrespective of the agreed INCOTERMS, Supplier shall mark, pack and/or crate the Goods worthy for sea or air transportation as the case may be in accordance with the delivery mode stated in the Purchase Order.

針對涉及運輸之產品，無論經合意適用之國貿條規為何，供應商應一律依採購單所載之交付方式標記、包裝及 / 或裝箱產品，使產品適於海運或空運（視情形而定）。

7.4. Supplier shall be held liable for any loss and damage (including scratches) to the Goods which are due to improper or insufficient packing and/or crating.

供應商應對因包裝及 / 或裝箱不當或不足所致之產品損失及損害（包括刮痕）負責。

7.5. Unless otherwise stated in a Purchase Order, the packing and/or crating costs are deemed to be included in the Purchase Order.

除採購單另有約定外，包裝及 / 或裝箱之費用均視為業包含於採購單中。

7.6. Supplier shall ensure Purchase Order number, description of Goods, packing details such as weight, volume and quantity are all clearly indicated in the shipping documents.

供應商應確保採購單號、產品描述、包裝細節（例如重量、材積及數量）均清楚標示於運送文件中。

[TAIWAN]**8. TITLE AND RISK****所有權及風險**

8.1. Title and risk in Goods shall pass to the Purchaser on delivery in accordance with Clause 6.3, the Purchaser accepts no responsibility for any Goods that are not delivered in accordance with that Clause.

產品之所有權及風險應於依第6.3條約定交付時移轉予買方，惟買方對未依該條規定交付之任何產品不負任何責任。

8.2. The Supplier is responsible for all transport and unloading costs and must insure Goods to their full insurable value and with a reputable insurer, against all risks of damage or loss prior to delivery in accordance with Clause 6.3. Goods must be delivered free of any encumbrances.

供應商應負擔所有運輸及卸貨費用，且應以產品之全部可保價值向聲譽良好的保險公司就產品依第6.3條約定交付前之所有損害或損失風險進行投保。產品於交付時應無任何負擔。

9. PRE-DELIVERY INSPECTION AND TESTING**交付前之檢驗及測試**

9.1. The Purchaser, who may be accompanied by any person appointed thereby, may at any time during normal working hours make any inspection visit that it considers necessary to the premises where the Goods and/or Services are to be performed, to monitor or inspect the performance by the Supplier of its contractual obligations.

買方（得偕同其指定之任何人）得於正常工作時間內，隨時至產品及 / 或服務履行之場所，進行其認為必要之任何訪視檢查，以監督或檢查供應商履行其契約義務。

9.2. The Supplier shall promptly remedy any defects notified relating to the Goods and/or Services during the abovementioned visits as well as any defect notified to it by the Purchaser concerning its performance.

就於上述訪視期間所發現產品及 / 或服務相關之任何瑕疵，以及買方通知供應商有關其契約履行之任何瑕疵，供應商應立即補正之。

9.3. The Supplier shall inform the Purchaser in writing, with a minimum of seven (7) calendar days' notice, of the date on which testing is to be performed. The Purchaser and any person appointed by it shall have the right to be present during the tests. The Supplier shall provide the Purchaser with official reports of the corresponding tests.

供應商應至少提前七（7）個日曆日以書面方式通知買方進行測試之日期。買方及任何其指定之人均有權到場參與測試。供應商應提供買方各項測試之正式報告。

9.4. If the test results do not comply with the Technical Specifications and/or performance requirements, the Supplier shall immediately carry out the necessary measures to make the Goods or Services compliant and shall repeat the relevant testing at its sole expense, and under conditions that are compatible with the deadlines stipulated in the Contract.

如測試結果不符合技術規範及 / 或契約履行之要求，供應商應立即採取必要措施使產品或服務合規，並以其自身之費用再次進行相關測試，且應符合契約所定期限。

9.5. Any inspection and testing performed shall not release the Supplier from its liability and shall not be considered as an acceptance of the Goods and/or Services by the Purchaser, the latter retaining all of its rights and contractual remedies.

任何檢查及測試之進行，不應免除供應商之責任，且不應視為買方接受產品及 / 或服務，買方仍保留其所有權利及契約救濟。

10. GOODS OR SERVICES SUBJECT TO ACCEPTANCE**待驗收之產品或服務**

10.1. If the Purchase Order provides Acceptance Tests for Goods and/or the result of Services after their completion and/or delivery to the Purchaser, the acceptance shall only be considered as definitive when such tests have demonstrated the compliance of the Goods and/or the result of the Services to the requirements defined in Clause 9.

如採購單約定產品及 / 或服務成果應於完成及 / 或交付予買方後進行驗收測試，則於該等測試顯示產品及 / 或服務成果符合第9條所定之要求時，始視為正式驗收通過。

[TAIWAN]

- 10.2. Where the Contract provides for an acceptance procedure in the presence of both parties, at the end of such procedure, the parties shall sign an acceptance certificate if they agree on the compliance of the Goods and/or result of the Services with the requirements of Clause 9 (the “**Acceptance Certificate**”). Such Acceptance Certificate shall be produced in two (2) originals.

如契約約定雙方當事人均須到場參與驗收程序，則於該程序結束時，雙方當事人如同意產品及 / 或服務成果符合第9條所定之要求，應簽署驗收證明（下稱「驗收證明」），並製成一式二份。

- 10.3. Signature of the Acceptance Certificate without any reservations by the parties shall authorize the Supplier to invoice the Purchaser in accordance with Clause 5 on acceptance date.

如雙方當事人簽署驗收證明且無任何保留意見，即授權供應商於驗收日依第5條之約定向買方出具帳單。

- 10.4. The Purchaser may pronounce the acceptance of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances at the sole discretion of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or their environment. The Supplier undertakes to remedy any non-compliances revealed in the Acceptance Certificate within the deadline that it is stipulated therein. In such case all or part of payment due upon acceptance date may be withheld by the Purchaser until it has been established by both parties that the Goods and/or Services in question have been made compliant.

買方得全權視情形，及如未合規之情形經認定不具重大性，尤其如不影響產品之安全及 / 或使用及 / 或其環境時，宣布產品及 / 或服務成果已通過驗收，惟買方仍有權就有疑義之產品及 / 或服務成果之全部或部分提出保留意見。供應商承諾於驗收證明所定之期限內，補正驗收證明所示之未合規情形。於該情況下，買方得暫緩支付於驗收日期到期應給付之全部或部分款項，至雙方當事人確定有疑義之產品及 / 或服務已合規為止。

11. INTELLECTUAL PROPERTY

智慧財產

- 11.1. Supplier shall promptly disclose to Purchaser in writing any and all ideas, conceptions, inventions, improvements, techniques, processes, or other valuable discoveries, whether patentable or not, and any original works of authorship, software, copyrightable materials, data, results, know-how, or other proprietary information that are conceived, developed, created, or acquired by Supplier (or its agents) solely or jointly with others in connection with Supplier’s performance of the Works (the “**Works IP**”). All copyrights, patents, trademarks, trade secrets, mask rights, or other intellectual property rights associated with any Works IP shall belong exclusively to Purchaser and, with respect to works of authorship, shall be considered a work made for hire for Purchaser. To the extent any Works IP is not considered a work made for hire, Supplier agrees to assign and hereby assigns, and shall cause its employees and agents automatically to assign, at the time of creation of the Works IP, without any requirement of further consideration, any rights, title, or interest it or they may have in such Works IP, including any patents, copyrights or any other intellectual property rights pertaining thereto.

供應商應立即以書面向買方揭露與供應商執行工作相關之任何想法、構想、發明、改良、技術、流程或其他有價值之發現（無論是否得申請專利），以及由供應商（或其代理人）單獨或與他人共同構想、開發、創作或取得之任何原創著作、軟體、得受著作權保護之素材、資料、成果、專門技術或其他專屬資訊（下稱「**工作智慧財產**」）。任何工作智慧財產相關之所有著作權、專利權、商標權、營業秘密、光罩著作權或其他智慧財產權，均應歸屬買方專屬所有，且就著作而言，應視為職務上為買方完成之著作。如有任何工作智慧財產非屬職務上完成之著作，則於創作工作智慧財產時，供應商同意移轉並茲此移轉（並應促使其受僱人及代理人自動移轉）其或其等就該工作智慧財產可能擁有之任何權利、所有權或利益，包括與之相關之任何專利權、著作權或任何其他智慧財產權，且買方無須支付其他對價。

- 11.2. Each Party shall retain ownership of all of its ideas, conceptions, inventions, improvements, techniques, processes, or other valuable discoveries, whether patentable or not, and any original works of authorship, software, copyrightable materials, data, results, know-how, or other proprietary information that are conceived, developed, created, or acquired prior to entering into the Contract (“**Existing IP**”), regardless of whether the Existing IP is used within or to create the Works covered by the Contract. In the event that the Works requires the use of

[TAIWAN]

Supplier's Existing IP, Supplier hereby grants to Purchaser a worldwide, fully paid up, perpetual, irrevocable, sublicensable, assignable, non-exclusive license to use Supplier's Existing IP for whatever extent and purpose needed for the Works. Such license shall include, without limitation, the right to use and/or reproduce Supplier's operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature.

各方當事人應保有其於簽訂契約前所構想、開發、創作或取得之所有想法、構想、發明、改良、技術、流程或其他有價值之發現（無論是否得申請專利），及任何原創著作、軟體、得受著作權保護之素材、資料、成果、專門技術或其他專屬資訊（下稱「既有智慧財產權」）之所有權，無論既有智慧財產權是否於契約所包含之工作中使用，或用以創作契約所包含之工作。如工作須使用供應商之既有智慧財產權，供應商茲此授予買方全球性、業經全額支付、永久、不可撤銷、得再授權、得移轉、非專屬之授權，得於工作所需之任何範圍及目的內使用既有智慧財產權。該等授權應包括但不限於使用及 / 或重製下列內容之權利：供應商之操作及維護手冊、技術出版品、印刷品、製圖、培訓手冊，以及其他類似輔助文件及銷售文書。

- 11.3. Supplier will not use or designate for use in connection with the Works any patented or patent-pending article, method or device which involves or requires payment of any license fee or royalty not incorporated into the purchase price payable hereunder for such Works without Purchaser's prior written approval. Supplier agrees to indemnify Purchaser against any cost or expense incurred in connection with the payment of any such license fee or royalty in the event that Purchaser's prior approval is not obtained. Supplier shall defend any suit or proceeding brought against Purchaser based on a claim that any item or part of an item furnished by Supplier under this Contract constitutes an infringement of any patent, trademark, service mark, copyright or any other intellectual property right, and shall pay all damages and costs awarded against Purchaser or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, Supplier shall at its own expense either procure for Purchaser the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

未經買方事前書面同意，供應商不得於相關工作中使用或指定使用任何具專利或申請專利中之物品、方法或裝置，且該物品、方法或裝置涉及或必須支付未包含於本標準條款下就該工作所應給付之購買價金內之任何授權費或權利金。如未取得買方之事前同意，供應商同意賠償買方因支付任何該等授權費或權利金所生之任何成本或費用。如他人主張供應商依本契約所提供之任何物品或物品之一部，已侵犯任何專利權、商標權、服務標章、著作權或任何其他智慧財產權，且向買方提起任何訴訟或司法程序時，供應商應為其抗辯，並應支付法院判定買方應給付或買方為和解該主張應給付之所有損害賠償及費用。如禁止使用某物品或其部分，供應商應自費為買方取得繼續使用該物品或該部分之權利，或以未侵權之物品或部分替代之，或修改該物品或該部分，使其未侵犯他人權利。

12. PERFORMANCE BOND**履約保證函**

- 12.1. By way of security for the due performance of and observance by the Supplier of the Supplier's obligations for the Works, within 14 days of receipt of the Purchaser's written request, the Supplier shall procure the issuance of a performance bond by a financial institution acceptable by the Purchaser and in accordance with the template annexed to these Standard Terms in Annexure A (the "**Performance Bond**"). The Performance Bond shall remain with the Purchaser until the expiry of the Warranty Period or extended Warranty Period.

為擔保供應商盡職履行並遵守其工作之義務，供應商應於收到買方書面請求後之14日內，向買方可接受之金融機構取得依照本標準條款附件A所示之範本所出具之履約保證函（下稱「履約保證函」）。履約保證函應由買方留存，至保固期或延長保固期屆滿為止。

- 12.2. The Purchaser may utilise the Performance Bond to make good any loss or damage sustained or likely to be sustained as a result of any breach of contract whatsoever by the Supplier, including any liquidated and/or punitive damages.

買方得使用履約保證函補償因供應商違約而遭受或可能遭受之任何損失或損害，包括任何約定違約金及 / 或懲罰性違約金。

[TAIWAN]

12.3. The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the Purchaser or restrict the Purchaser from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Purchaser as a result of any breach of contract of whatsoever nature by the Supplier.

本條之約定不影響本標準條款明文保留予買方之權利及救濟，或限制買方就因供應商之任何性質違約所發生、承受或可能遭受之損失、支出、費用或損害提出請求。

12.4. If the Supplier fails or is unable to comply with Clause 12.1 for any reason whatsoever, the Purchaser has the right to withhold from the progress payments due to the Supplier the amount that would have been secured by the Performance Bond, until the Supplier complies with Clause 12.1.

如供應商因任何原因未能或無法遵守第12.1條之約定，買方有權自應給付予供應商之進度款項中扣留原應由履約保證函擔保之金額，至供應商遵守第12.1條之約定為止。

12.5. Nothing in Clause 12.4 shall prejudice the Purchaser's other rights and remedies with regard to the Supplier's failure to submit or submit in a timely manner the requisite Performance Bond.

第12.4條之約定並不影響買方因供應商未能提交或按時提交必要的履約保證函而享有的其他權利和救濟。

13. CONFIDENTIALITY**保密條款**

The Supplier must keep the terms of the Contract and any other confidential information of the Purchaser (including all technical information and drawings, data, specifications, business data and other commercially valuable information) confidential and not disclose it to any other person except as required to fulfil the Contract, or use the Purchaser's confidential information in any manner which may cause injury or loss to the Purchaser or in any manner other than contemplated by the Contract. The obligations in this Clause 13 do not apply to confidential information which is lawfully in the public domain or required by law to be disclosed. The Supplier acknowledges and agrees that the Purchaser may freely disclose any

information provided by the Supplier to its parent company, subsidiary or affiliated companies (including WaterPark Environment Corporation).

供應商應對契約之條款及買方之任何其他機密資訊（包括所有技術資訊及製圖、資料、規格、業務資料及其他具有商業價值之資訊）予以保密，且不得將其揭露予任何其他人（除為履行契約所必要者外），亦不得以任何可能對買方造成傷害或損失之方式或以非契約所定之方式使用買方之機密資訊。本第13條所定之義務並不適用於業已合法進入公眾領域或依法律要求揭露之機密資訊。供應商確認並同意，買方得向其母公司、子公司或關係企業（包括水之源企業股份有限公司）自由揭露供應商所提供之任何資訊。

14. PUNITIVE DAMAGES**懲罰性違約金**

14.1. If the Supplier fails to comply with the dates or deadlines for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons solely attributable to the Purchaser, the latter is entitled to apply Punitive Damages as set forth in the Purchase Order, without any further notice to the Supplier, from the moment any date or deadline has been reached.

如供應商未遵守契約所定之應交付產品及 / 或提供服務之日期或期限，除有全然可歸責於買方之事由外，買方有權自任何日期或期限屆至時起，適用採購單所定之懲罰性違約金，且無須進一步通知供應商。

14.2. Subject to applicable laws, it is expressly agreed that these penalties as a result of the delay, shall be applicable without prejudice to any other rights and remedies of the Purchaser under the Contract.

於符合適用法律之前提下，雙方當事人明確同意，因遲延所產生之上述違約金均應適用，且不影響買方依契約得主張之任何其他權利及救濟。

14.3. The Supplier acknowledges and accepts that the loss or damage to be suffered by the Purchaser if the Works are not substantially completed within the time set forth in the Project Schedule or any extended time is likely to substantially exceed the punitive damages calculated at the rate or rates in the Purchase Order and the Supplier shall therefore not be entitled to dispute such Punitive Damages as being significantly different from the actual damages and claim for reduction in the amount.

[TAIWAN]

供應商確認並同意，如工作未於專案進度表所定之時間內或任何展延之時間內實質完成，買方將遭受之損失或損害可能實際超過依採購單所載之一個或多個費率計算之懲罰性違約金，因此供應商應無權爭執該懲罰性違約金之金額與實際損害之金額有顯著差異，並請求降低懲罰性違約金之金額。

15. DRAWINGS, SPECIFICATIONS, DESIGNS AND SOFTWARES**製圖、規格、設計及軟體**

15.1. If any specifications, technical data, drawings, designs and other materials in connection with the Contract are prepared by the Supplier, its employees or any other person commissioned by the Supplier for the purpose of fulfilling a Purchase Order, the Supplier must assign all intellectual property rights in these to the Purchaser, and take any action required by the Purchaser to give effect to this Clause, including obtaining any assignment from its employees or a third party.

如供應商、其受僱人或供應商委託之任何其他人士，為履行採購單而製成與契約相關之任何規格、技術資料、製圖、設計及其他素材，供應商應將其所有智慧財產權移轉予買方，並採取買方要求之任何行動以實行本條約定，包括要求其受僱人或第三方為任何移轉。

15.2. The Supplier must not copy or use any specifications, technical data, drawings, designs and other materials referred to in Clause 15.1 for any purpose other than fulfilling a Purchase Order.

供應商不得為履行採購單以外之任何目的，複製或利用第15.1條所述之任何規格、技術資料、製圖、設計及其他素材。

15.3. The Supplier is responsible for any errors or omissions in any specifications, technical data, drawings, designs and other materials referred to in Clause 15.1, regardless of whether they have been approved by the Purchaser.

供應商應對第15.1條所述之任何規格、技術資料、製圖、設計及其他素材（無論是否已獲得買方之核准）之任何錯誤或遺漏負責。

15.4. The Supplier warrants that Goods manufactured, or Services performed in accordance with any specifications, technical data, drawings, designs and

other materials referred to in Clause 15.1 comply with all relevant laws and regulations, including all product safety laws and standards.

供應商保證，依第15.1條所述之任何規格、技術資料、製圖、設計及其他素材製造之產品或提供之服務均符合所有相關法律及法規，包括所有產品安全法律及標準。

15.5. Any software delivered within the scope of the Contract or necessary for the operation of any Goods shall be embedded therein or provided to Purchaser together with all licenses, code (unless deemed to be vendor proprietary code), superseded development versions, backups, data, instruction manuals, user guides and other information, materials or documentation relating to the installation, operation and use of such software (“**User Information**”).

於契約範圍內所交付或為操作任何產品所需之任何軟體均應嵌入該產品，或連同所有授權、程式碼（除被視為供應商專屬程式碼以外）、被取代之開發版本、備份、資料、說明手冊、使用者指南，以及與該軟體之安裝、操作及使用相關之其他資訊、資料或文件（下稱「**使用者資訊**」），一併提供予買方。

15.6. The price of the Goods shall be deemed to include the price of the relevant software, licenses and the User Information. Any and all such software required for the due fulfilment of the Contract, whether newly developed by the Supplier or by modification to existing programs, shall be available to Purchaser upon request.

產品價格應視為包含相關軟體、授權及使用者資訊之價格。為適當履行契約所需之所有該等軟體，無論係由供應商新開發或修改既有程式而得，如經要求均應提供予買方。

15.7. Purchaser shall, at its discretion and without the Supplier’s right to object, request said software and the Supplier shall provide the software within one (1) working day.

買方應依其裁量要求供應商提供上述軟體（供應商無權提出異議），且供應商應於一（1）個工作日內提供。

15.8. All information, descriptions, specifications, drawings and data published or otherwise given by the Supplier in relation to Goods are true and accurate.

供應商所發布或以其他方式提供之與產品相關之所有資訊、說明、規格、製圖及資料均屬真實正確。

[TAIWAN]**16. MATERIALS AND LABOUR****原料及人力**

16.1. If specified in a Purchase Order that the Supplier is to manufacture or otherwise obtain from any other source, including the Purchaser, dies, tools, component parts, raw materials and patterns specifically for the purpose of manufacture or assembly of Goods ("**Materials**"), or in the case of general utility Materials where they are to be charged to the Supplier as a specific priced item:

如採購單指定供應商應製造，或以其他方式自任何其他來源（包括買方）

取得專門用以製造或組裝產品之模具、工具、零組件、原物料及模型（下稱「**原料**」），或如為一般通用原料，而作為供應商收費之特定計價項目時：

16.1.1. title in the Materials (if not previously vested in the Purchaser) will vest in the Purchaser when they are obtained by the Supplier; and

供應商取得原料時，原料之所有權（如先前未歸屬於買方）應歸屬於買方；及

16.1.2. any price quoted by the Supplier for the Goods must include the price of Materials and, if no separately priced item is included in the quotation for Materials, the Supplier must not make any separate or further charge for Materials.

供應商對產品之報價均應包含原料之價格，且如原料的報價中並無個別列出計價項目，則供應商不得就原料收取任何分別或額外費用。

16.2. The Supplier must, at any time on the Purchaser's request, immediately deliver to the Purchaser all Materials belonging to the Purchaser which are in the possession of the Supplier or any other person.

供應商應隨時依買方之要求，立即將供應商或任何其他人所持有而屬於買方之所有原料交付予買方。

16.3. The Supplier must not use, or permit any other person to use, the Materials for any purpose other than the fulfilment of the Contract.

供應商不得（亦不得允許任何其他人）將原料用於履行契約以外之任何目的。

16.4. The Supplier is responsible for ensuring the safekeeping, insurance and proper maintenance of all Materials belonging to the Purchaser until such time as they are provided to the Purchaser.

供應商應確保買方所有之全部原料之安全保管、保險及妥善維護，至原料提供予買方為止。

16.5. Labour rates for all proposed personnel resource roles shall be provided in writing by the Supplier and agreed at the commencement of the Contract.

所有人力資源職位之人力費率均應由供應商以書面方式提供，並於契約期間開始時達成合意。

16.6. Labour rates shall not be subject to change for the duration of the Contract.

於契約期間內，不得就人力費率進行任何變更。

16.7. Material rates for all materials required to complete the works shall be provided in writing by the Supplier and agreed at the commencement of the Contract.

完成工作所需之所有原料之原料費率均應由供應商以書面方式提供，並於契約期間開始時達成合意。

16.8. Material rates shall not be subject to change for the duration of the Contract. Material rates shall include, but not be limited to, cost per meter of pipe, diameter inches or cabling installation (Supplier to provide breakdown for individual sizes, materials of construction, ratings, manufacturers), bracketry installation, instrument installation, hook ups, terminations, testing and labelling.

於契約期間內，不得就原料費率進行任何變更。原料費率應包括但不限於每公尺管線成本、管徑英吋或纜線安裝成本（供應商應提供個別尺寸、建材原料、額定值、製造商之細目）、托架安裝、儀器安裝、管線連接、端子接續、測試及標示。

16.9. If a Purchase Order sets forth that any Materials are to be free issued by the Purchaser to the Supplier, the Supplier shall by seven (7) days written notice to the

[TAIWAN]

Purchaser, acknowledge receipt and acceptance of such Materials per quantity, specification and condition as stated in the corresponding Purchaser Order.

如採購單約定任何原料將由買方免費提供予供應商，則供應商應於收到原料後之七（7）日內以書面通知買方，確認收訖並接受該等採購單所述之數量、規格及條件。

17. WARRANTIES**保固**

17.1. Unless the Purchase Order provides otherwise, the contractual term of the warranty shall be:

除採購單另有約定外，契約所定之保固期間應為：

17.1.1. twelve (12) months from the date of the Acceptance Certificate; and

自驗收證明簽署日起十二（12）個月；及

17.1.2. twenty-four (24) months as a maximum from the delivery of the Goods and/or performance of the Services at the Site (the “Warranty Period”).

自於現場交付產品及 / 或履行服務之日起最長二十四（24）個月（下稱「保固期」）。

17.2. During the Warranty Period, the Supplier shall correct or replace, at its expense, any defect notified to it by the Purchaser, within a period not exceeding two (2) working days as from the written notification sent by the Purchaser. To this end, it shall apply the most appropriate solution between repair, replacement of the defective part in the Good, or re-design of the Good, after the Purchaser has consented thereto. Replacement, repair or re-design operations shall cover all of the Goods to be delivered in the context of a single Purchase Order, including spare parts. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the Goods on the Purchaser's or client's equipment, depending on the case. Any replacement or repair, even partial, of/to a Good affected by a defect shall give rise to the application of a new

Warranty Period covering the Good concerned for a period of twenty-four (24) months from the date of the repair or replacement.

於保固期內，供應商應於買方書面通知後不超過二（2）個工作日之期間內，以自己之費用改正或替換買方所通知之任何瑕疵。為此目的，經買方同意後，供應商應於維修、更換產品之瑕疵部分或重新設計產品間，採用最適合之解決方案。更換、維修或重新設計等作業，應涵蓋單一採購單中所交付之所有產品，包括備件。供應商亦應負擔產品之物流、拆卸及安裝於買方或客戶設備（視情況而定）之相關費用。如對受瑕疵影響之產品進行任何更換或維修，即便是部分更換或維修，相關產品應適用新的保固期，即自維修或更換之日起二十四（24）個月。

17.3. Furthermore, the Supplier undertakes to ensure subject to further Purchaser's orders, that the Goods will remain available, as well as depending on the case, their sub-sets, components or spare parts, in compliance with the Technical Specifications and this shall be for a period of thirty (30) years from the date of the Purchase Order. Should the Supplier be unable to fulfil such a commitment, it undertakes to transmit to the Purchaser, free of charge, all of the drawings, specifications documentation, specific tools, documents and other information, regardless of the medium they are on, in order to enable the Purchaser to find an alternative source of manufacture, sale, repair and/or maintenance relating to the Goods, their sub-sets, components or spare parts.

供應商並承諾，於買方進一步下訂單之前提下，將確保產品及（視情況而定）其子系統、組件或備件均可依技術規格持續提供，此承諾應自採購單日期起三十（30）年內均為有效。倘若供應商無法履行上述承諾，則供應商應無償將所有製圖、規格文件、特定工具、文件及其他資訊，無論其載體形式為何，全數傳遞給買方，俾使買方能就產品、其子系統、組件或備件尋找替代之製造、銷售、維修及 / 或維護來源。

17.4. The Supplier warrants that during the Warranty Period:

供應商保證，於保固期內：

17.4.1. all Goods supplied under a Purchase Order: (i) are of good and satisfactory quality, (ii) fit for their purpose or for any specific purpose the Purchaser has communicated to the Supplier; (iii) conform to any sample

[TAIWAN]

of a Good provided to the Supplier; (iv) are made with high quality materials; (v) are free from any hazardous substances referred to in articles 4 and 6 of the European Directive 200295/EC; (vi) comply with all relevant US, European and Taiwan laws and regulations concerning the Goods and the laws and regulations of the country to which they are being delivered, including those relating to the restriction or prohibition of the use of certain substances; and (vii) are made with relevant best industry practice and the highest level of care, skill and diligence; and

依採購單提供之所有產品均： (i) 具有良好且符合要求之品質，

(ii) 適合該產品之目的或買方已傳達予供應商之任何特定目的；

(iii) 符合提供予供應商之任何產品樣品； (iv) 採用優質原料製成； (v) 不含歐洲議會暨理事會第200295/EC號指令第4條及第6條所稱之任何有害物質； (vi) 遵守有關產品之所有美國、歐洲及臺灣之相關法律及法規，以及產品交付地國家之法律及法規，包括限制或禁止使用特定物質之相關法律及法規；及 (vii) 採用相關之最佳產業慣例及最高水準之注意、技術及謹慎責任；及

17.4.2. all Services provided under a Purchase Order are supplied in accordance with best industry practice and performed with the highest level of skill, care and diligence; and

依採購單所提供之所有服務均依最佳產業慣例提供，並以最高水準之技術、注意及謹慎責任履行；及

17.4.3. it, its officers, employees, agents and contractors have the necessary experience, skill and ability to properly fulfil its obligations under each Purchase Order.

供應商、其經理人、受僱人、代理人及承包商均具有必要之經驗、技術及能力，以正確履行其於各採購單下之義務。

17.5. Supplier shall transfer to Purchaser upon request, any transferable warranties or indemnities given by the manufacturer of any commercial items used in the manufacture of the Goods or that are given by third party vendor/service provider to the Supplier.

供應商應依買方之請求將製造產品所使用之任何商業物件之製造商所提供之任何可移轉之保固或賠償責任，或第三方供應商 / 服務提供者向供應商提供之任何可移轉之保固或賠償責任移轉予買方。

18. NON-COMPLIANT GOODS

未合規產品

18.1. In this Clause 18, “**Non-Compliant Goods**” means Goods that are not supplied in accordance with the terms of a Purchase Order.

於本第18條中，「**未合規產品**」係指未依採購單條款供應之產品。

18.2. If the Supplier supplies any Non-Compliant Goods, without limiting the Purchaser's rights:

如供應商供應任何未合規產品，於不限制買方權利之情況下：

18.2.1. the Purchaser may notify the Supplier that it rejects the Non-Compliant Goods, giving details of the non-compliance;

買方得通知供應商其拒絕未合規產品，並提供未合規之詳情；

18.2.2. the Purchaser may, at the Supplier's cost, dispose of or destroy the Non-Compliant Goods, return them to the Supplier or require the Supplier to dispose of or destroy the Non-Compliant Goods; and

買方得處分或銷毀未合規產品，將未合規產品退還予供應商，或要求供應商處分或銷毀未合規產品，其費用應由供應商負擔；及

18.2.3. if requested by the Purchaser, the Supplier must give the Purchaser a credit for the Non-Compliant Goods or repair or replace the Non-Compliant Goods within a period specified by the Purchaser.

如經買方要求，供應商應於買方指定之期限內向買方提供未合規產品之折抵帳款，或維修或更換未合規產品。

18.3. The Supplier must comply with all lawful and reasonable requests of the Purchaser in connection with any product recall of Goods.

如買方以合法及合理方式要求召回任何產品，供應商應遵守之。

[TAIWAN]**19. LICENCES AND PERMITS****執照及許可**

If the fulfilment of the Purchase Order requires the Supplier to have any licence or other permit from any government or other authority, the Supplier must ensure that it holds such licence or permit.

如為履行採購單，供應商須取得任何政府或其他機關之任何執照或其他許可，則供應商應確保其持有該等執照或許可。

20. COMMUNICATIONS**通訊**

The Supplier must not communicate directly with any authority in relation to the Purchaser, any of its related bodies corporate, the Goods or the Services without the Purchaser's prior written approval except as required by law, nor may it refer to the name of the Purchaser or the Goods or Services for its own promotional, advertising or publicity purposes without the Purchaser's prior written approval.

除依法律要求外，未經買方事前書面同意，供應商不得直接與買方、其任何關聯公司、產品或服務相關之任何機關進行溝通，亦不得未經買方事前書面同意，為自身促銷、廣告或宣傳之目的提及買方或產品或服務之名稱。

21. SUB-CONTRACTORS**次承攬人**

The Supplier must not, without the prior written consent of the Purchaser, sub-contract any of its obligations under a Purchase Order. Any subcontracting of its obligations under this Clause 21 does not relieve the Supplier of any of its obligations under the Contract.

未經買方事前書面同意，供應商不得將其於採購單下之任何義務轉包予次承攬人。供應商依本第21條將其義務轉包予次承攬人，並不免除供應商於契約下之任何義務。

22. COMPLIANCE WITH DIRECTIONS AND LAWS**遵循指示及法律**

- 22.1. The Supplier must comply with all reasonable and lawful directions of the Purchaser (including but not limited to the directions under the Purchaser's Business Integrity Program (which may be found at: <https://www.gradiant.com/business-integrity-program/>) and all applicable laws, regulations, requirements of any relevant authority and requirements of any industry codes of practice and the Purchaser's corporate business principles from time to time (as notified to the Supplier) when performing its obligations under a Purchase Order, including all laws relating to occupational health and safety and the environment.

供應商履行採購單之義務時，應隨時（按供應商所受之通知）遵守買方所有合理及合法之指示（包括但不限於買方之企業誠信經營計畫下之指引（詳見：<https://www.gradiant.com/business-integrity-program/>））、及所有適用法律、法規、任何相關機關之要求、任何產業慣例守則之要求，以及買方之公司業務原則，包括有關職業健康、安全及環境之所有法律。

- 22.2. The Supplier undertakes to the Purchaser that it shall comply with all applicable laws relating to anti-bribery and anti-corruption and represents to and assures the Purchaser that it is familiar with the requirements of the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act ("FCPA") and any analogous law of Singapore, the European Union, Taiwan and any other jurisdiction in which the Works are carried out and any similar applicable laws relating to anti-bribery and anti-corruption, that it has not and will not violate such laws, and that it neither has nor will offer, make, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution to any:

供應商向買方承諾，其應遵守有關反賄賂及反貪腐之所有適用法律，並向買方聲明及保證，其熟悉英國2010年反賄賂法、美國反海外貪腐法（下稱「FCPA」）及新加坡、歐盟、臺灣及工作履行地之任何其他司法管轄區之任何類似之法律，及有關反賄賂及反貪腐之任何類似適用法律之規定；其並未且不會違反該等法律；且其並未且不會直接或間接向下列人士期約、提供或同意提供任何形式之禮品或款項或任何政治獻金：

- 22.2.1. officer or employee of a foreign government or any department, agency, or instrumentality thereof;

[TAIWAN]

外國政府或其任何部會、機構或機關之官員或受僱人；

22.2.2. officer or employee of a government or organization associated with a government, including any state-owned commercial enterprise;

政府或政府相關組織（包括任何國營事業）之官員或受僱人；

22.2.3. person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality;

代表任何政府或部會、機構或機關行使官方職權之人；

22.2.4. officer or employee of a public international organization (including the United Nations, the World Bank, or the International Monetary Fund);

國際公共組織（包括聯合國、世界銀行或國際貨幣基金組織）之官員或受僱人；

22.2.5. official or employee of a foreign political party or candidate for office; or

外國政黨之官員或受僱人，或競選公職的候選人；或

22.2.6. individual with ties to a government agency who maintains some government decision-making authority,

與政府機構有關聯，且擁有若干政府決策權之人，

(each a “**Foreign Official**”), in connection with efforts to secure any governmental approvals or otherwise in order to obtain or retain business, or in order to secure any improper advantage on behalf of, or for the benefit of, the performance of its obligations under the Contract.

（以下各稱「**外國官員**」），且上述禮品、賄款或政治獻金係為試圖取得任何政府核准或以其他方式獲取或保留業務，或係為履行契約義務而獲得任何不正利益。

22.3. Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of England and Wales, the United States of America, Singapore, the European Union or Taiwan or the laws of the country in

which it is made, or any other payment in conflict with this Clause 22, will constitute a material breach of this Contract.

任何違反英格蘭與威爾斯、美國、新加坡、歐盟或臺灣法律或付款行為地國家法律之付款、期約付款或同意付款之行為，或與本第22條抵觸之任何其他付款行為，均應視為本契約之重大違反。

22.4. Should the Supplier ever receive, directly or indirectly, a request from any official or employee that it believes will or might constitute a violation of the UK Bribery Act 2010, the FCPA, or other applicable laws relating to anti-bribery or anti-corruption, the Supplier must immediately notify the Purchaser.

如供應商直接或間接收到任何政府官員或受僱人之要求，且認為該要求將違反或可能違反英國2010年反賄賂法、FCPA或其他反賄賂或反貪腐之相關適用法律，供應商應立即通知買方。

22.5. Notwithstanding any other provision of this Contract to the contrary, the Supplier shall indemnify, defend and hold the Purchaser harmless from and against any and all losses and investigation costs of whatever nature incurred by the Purchaser as a result of its breach of this Clause 22.

縱使本契約有任何其他相反之約定，如買方因供應商違反本第22條而遭受任何性質之損失及調查費用，供應商均應賠償買方、為其抗辯並使其免責。

23. INDEMNITY**賠償**

23.1. The Supplier indemnifies, defends and holds harmless the Purchaser and its directors, officers, employees and agents against all claims, damages, losses, costs and expenses incurred by any of them arising out of:

如因下列原因發生任何請求、損害、損失、成本及費用，供應商應賠償買方及其董事、經理人、受僱人及代理人，為其抗辯並使其免責：

23.1.1. any breach by the Supplier of a Contract; and

供應商對契約之任何違反；及

[TAIWAN]

23.1.2. any act or omission of the Supplier or its directors, officers, employees, contractors or agents in connection with the Goods, the Services or a Contract.

供應商或其董事、經理人、受僱人、承包商或代理人就產品、服務或契約相關之任何行為或疏失。

24. TERMINATION ON SUPPLIER'S DEFAULT**因供應商違約之終止**

24.1. Without prejudice to any other rights or remedies to which it may be entitled, the Purchaser may terminate a Contract by notice to the Supplier if:

如發生下列情形，買方得通知供應商終止採購單，且不影響其得主張之任何其他權利或救濟：

24.1.1. the Supplier ceases or threatens to cease to carry on business;

供應商停止經營業務或受到停業之威脅；

24.1.2. the Supplier becomes bankrupt or goes into liquidation (whether voluntary or otherwise);

供應商破產或進入清算程序（無論為自願或其他）；

24.1.3. the Supplier has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme or arrangement with creditors or suffers any other form of external administration;

供應商由破產管理人或被指定破產管理人或經理人接管其或其資產之任何部分，與債權人成立債務清理方案或協議，或遭受任何其他形式之外部管理時；

24.1.4. any event occurs which, in the Purchaser's reasonable opinion, has a material adverse effect on the Supplier's business or financial condition and on the ability of the Supplier to perform its obligations under the Contract;

買方合理認為，發生任何對供應商業務或財務及其履行契約義務之能力產生重大不利影響之事件時；

24.1.5. the Supplier commits any breach of its obligations under the Contract and fails to remedy such breach within 7 days of receipt of notice from the Purchaser requiring it to do so; or

供應商違反其於契約下之義務，且於收到買方要求補正之通知後7日內未補正該違約行為時；或

24.1.6. the Supplier commits a breach of its obligations under the Contract which is incapable of remedy.

供應商違反契約下之義務，且無法補正時。

24.2. The Purchaser reserves the right to suspend the performance of the Contract at any time through notification made by registered letter to the Supplier. In such a case, the Supplier may claim compensation that shall be restricted to the additional expenditure duly proven that has been directly caused by the suspension, to the exclusion of any indirect damage including loss of profit.

買方保留隨時以掛號信通知供應商暫停履行契約之權利。於該情況下，供應商得請求賠償，惟賠償應僅限於因該暫停直接造成之額外支出（須經證明），不含任何間接損害（亦不含所失利益）。

24.3. The Purchaser may terminate the Contract for convenience with at least fifteen (15) day's notice, merely by sending a registered letter to the Supplier.

買方得以寄發掛號信之方式，提前至少十五（15）日通知供應商任意終止契約。

24.4. The Purchaser may terminate the Contract if there is a corresponding contract that exists between the Purchaser and the end-user of the Goods and/or Services and that such contract is terminated.

如買方與產品及 / 或服務之最終使用者之間存在相應之合約，且該合約業已終止，則買方得終止契約。

24.5. In the circumstances covered in Clauses 24.3 and 24.4 above, the Supplier may claim compensation from the Purchaser on condition that it has complied with its contractual obligations, representing direct, reasonable and justified costs, legitimately incurred in the performance of the Contract until the termination thereof and that the Supplier shall otherwise have no other reasonable means of avoiding or recovering them. In no case may this compensation exceed the PO Price of the Contract.

[TAIWAN]

於上開第24.3條及第24.4條所述之情況下，如供應商已履行其契約義務，供應商得向買方請求賠償，該賠償相當於自履行契約時起至契約終止時所合理產生之直接、合理及正當之成本，且供應商無法透過其他合理方式避免或收回該等成本。於任何情況下，此賠償金額均不得超過契約之採購單總價。

- 24.6. The Supplier shall introduce into its own purchase orders or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimize the potential financial impact of the application thereof.

供應商應將與上述條款類似之條款納入其有關契約之自身採購單或轉包契約，以將適用前述條款所造成之潛在財務影響降至最低。

25. VALUE-ADDED BUSINESS TAX (VAT)

加值型營業稅（營業稅）

All prices quoted in a Purchase Order are inclusive of VAT (or any similar or relevant tax applicable in the country where the Goods are delivered or Services performed), unless otherwise stated. In relation to any tax payable for a taxable supply under these Standard Terms, the recipient of the supply must pay the VAT (or any similar or relevant tax applicable) subject to the supplier providing a Government Uniform Invoice. The terms used in this Clause 25 shall refer to the definitions under the applicable legislation (in Taiwan, being the Value-added and Non-value-added Business Tax Act of Taiwan.

除另有明定外，採購單之所有報價均含營業稅（或適用於產品交付或服務提供地國之任何相似或相關稅賦）。就本標準條款下應稅之供應所應繳納之稅賦，應由接受供應之一方支付營業稅（或任何相似或相關適用稅賦），惟供應商應開立政府統一發票。本第25條所使用之用語應參考適用法律下之定義（於臺灣為臺灣加值型及非加值型營業稅法）。

26. FORCE MAJEURE

不可抗力

Neither party will be liable for a failure to perform its obligations under a Purchase Order if such failure was caused by unforeseeable circumstances beyond the party's reasonable control, except that labour and industrial disputes (including disputes between the Supplier and its own employees) and lack of Goods, equipment or materials will not be taken to be matters outside the control of the Supplier.

如一方當事人因超出其合理控制範圍之不可預見情事，而未能履行其於採購單下之義務，則該方無須負擔相關責任，惟勞資爭議（包括供應商與其受僱人間之爭議）及產品、設備或原料之短缺等情形不視為供應商無法控制之事項。

27. INSURANCE

保險

- 27.1. Unless otherwise provided in a Purchase Order, Supplier shall provide and maintain during the term of this Contract, at Supplier's expense, the minimum limits of insurance listed below:

除採購單另有約定外，供應商應於本契約期間內以自己之費用投保並維持下列最低保險額度：

- 27.1.1. Workers' compensation, disability benefit, labour insurance, national health insurance and employer's liability insurance (as applicable) in at least the minimum amounts required by and in compliance with the laws of the country where the Works is performed.

勞工賠償保險、失能給付、勞工保險、全民健康保險及雇主責任保險（依其適用），至少應達到工作履行地國家法律要求及應遵守之最低金額。

- 27.1.2. Commercial general liability insurance, including contractual liability, completed operations, hazards and explosion, collapse and underground hazard coverage with a limit of not less than NT\$25,000,000 per occurrence and NT\$50,000,000 aggregate. All such insurance policies shall provide coverage for: (a) damage to above-ground or underground property; (b) collapse of structures; (c) damage resulting from explosion or blasting; (d) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provisions of this Contract; and (e) damage to completed operations.

[TAIWAN]

商業綜合責任保險，包括契約責任、已完成之作業、危險及爆炸、坍塌及地下作業危險之保險，單一事故之理賠額度不得低於新臺幣25,000,000元，總理賠額度不得低於新臺幣50,000,000元。上述所有保單均應承保下列情況：(a) 地上或地下財產之損害；(b) 建築物倒塌；(c) 爆炸或爆破造成之損害；(d) 因依本契約賠償條款所負擔責任所生之損害或損失，惟不包括侵權責任；及(e) 已完成作業之損害。

27.1.3. If the Works to be performed is within or near a railroad right-of-way and other railroad facilities, Supplier's insurance shall not include any exclusions of coverage for any claims or liabilities associated with work, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities.

如工作於鐵路通行權及其他鐵路設施之範圍內或附近進行，供應商之投保範圍不得排除於鐵路通行權及其他鐵路設施50英尺範圍內發生之工作、事件或事故相關之任何請求或責任。

27.1.4. Automobile liability insurance covering owned, non-owned, and hired vehicles used by Supplier in connection with the Works with a limit of not less than NT\$25,000,000 per accident combined single limit, NT\$25,000,000 aggregate.

汽車責任保險，投保範圍應涵蓋供應商於工作所使用之自有、非自有及租用車輛，單一事故之合併單一總限額不得低於新臺幣25,000,000元，總理賠額度不得低於新臺幣25,000,000元。

27.1.5. Excess umbrella liability insurance extending coverage under Supplier's comprehensive general, automobile and employer's liability insurance policies with a limit of NT\$50,000,000 per occurrence and in the aggregate.

超額傘形責任保險，應擴及供應商之綜合保險、汽車及雇主責任保險之承保範圍，單一事故及總計理賠額度為新臺幣50,000,000元。

27.2. If professional services, including but not limited to engineering, architectural, laboratory analyses and/or surveying services, are part of the Works, professional liability insurance with a limit of not less than NT\$25,000,000 per claim, NT\$25,000,000 aggregate. Supplier at its cost, agrees to maintain such professional liability insurance meeting these requirements for a period of two (2) years after the date of the Contract.

如工作之一部分為專業服務，包括但不限於工程、建築、實驗室分析及/或測量服務，則應投保專門職業責任保險，單一事故理賠額度不得低於新臺幣25,000,000元，總理賠額度不得低於新臺幣25,000,000元。供應商同意自本契約簽署日起二(2)年內以自己之費用維持符合上述要求之專門職業責任保險。

27.3. If the Works involves the handling or use of chemicals or contaminants or work areas containing pollutants or hazardous materials, pollution liability with a limit of not less than NT\$25,000,000 per incident, NT\$25,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by Supplier.

如工作涉及處理或使用化學品或污染物，或位於含有污染物或有害物質之工作區域，則各次事故之污染責任限額不得低於新臺幣25,000,000元，總計為新臺幣25,000,000元，以將與供應商可能造成之環境損害有關之損害或損失納入投保範圍。

27.4. If requested by Purchaser, Supplier shall (i) provide Purchaser with a certificate of insurance indicating that the minimum types and limits of insurance have been procured by Supplier and (ii) cause its insurers to provide a policy provision providing Purchaser with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, any and all such policies.

如經買方要求，供應商應(i)向買方提供保險證明，證明供應商已投保符合最低要求險種及保額之保險，及(ii)使其保險公司於保單條款中約定保險公司應於任何該等保單終止或承保範圍減少之生效日前至少三十(30)日以書面通知買方。

27.5. If requested by Purchaser, Supplier agrees to name "Gradient International Holdings Pte Ltd" as an additional insured on all policies (with the exception of the workers' compensation, employer's liability, and any professional liability policy). Supplier shall provide copies of such endorsements.

[TAIWAN]

如經買方要求，供應商同意將「Gradient International Holdings Pte Ltd」列為所有保單（惟不含勞工賠償保險、雇主責任保險及任何專門職業責任保單）之額外被保險人。供應商應提供該等保險批單之副本。

- 27.6. If requested by Purchaser, Supplier shall cause the underwriters of each of the insurance coverages required above to waive all rights of subrogation against "Gradient International Holdings Pte Ltd, its client and their affiliates (including WaterPark Environment Corporation), directors, officers, employees, and agents" where allowed by law under each of the foregoing policies.

如經買方要求，供應商應促使上述各項保險之承保人，於法律所允許之範圍內，放棄於前述保單中對「Gradient International Holdings Pte Ltd、其客戶及其關係企業（包含水之源企業股份有限公司）、董事、經理人、受僱人及代理人」得主張之所有代位求償權。

- 27.7. Upon request Supplier shall provide Purchaser with certified copies of its insurance policies.

如經要求，供應商應向買方提供其保單之經驗證副本。

- 27.8. Supplier agrees to promptly notify Purchaser of any claims or losses or potential claims or losses resulting from or arising out of Supplier's performance of the Works and shall, within three (3) days of occurrence, provide Purchaser with copies of Supplier's correspondence pertaining to the incident, including any and all Supplier accident reports.

如因履行工作而導致或發生任何損害賠償請求或損失（或潛在損害賠償請求或損失）時，供應商同意立即通知買方，並應於發生日後三（3）日內將供應商就該事件之通訊聯繫副本（包括所有供應商之事故報告）提供予買方。

- 27.9. Any coverage provided to the Purchaser by Supplier's insurance under this Contract is primary insurance and shall not be considered contributory insurance with any insurance policies of Purchaser.

本契約下由供應商保險提供予買方之承保範圍均應為基礎保險，不應視為買方任何保單之共同分攤保險。

28. WORKFORCE**工作人員**

- 28.1. Supplier shall furnish all labour necessary to carry out the Works in a safe and diligent manner.

供應商應具備以安全及謹慎之方式履行工作所必要之勞工。

- 28.2. At all times, all foreign workers engaged by the Supplier for the performance of the Works must have and hold valid work visas and documentation for the jurisdiction within which the Works are to be executed.

供應商為履行工作所僱用之所有外籍勞工，於任何時候均應擁有並持有履行工作地司法管轄區所核發之有效工作簽證及相關文件。

- 28.3. Supplier shall be liable for any offences under any applicable immigration laws and regulations if any illegal immigrant is found to be so employed.

供應商如經發現聘僱任何非法移民者，應就違反任何適用之移民法律及法規之違法行為負責。

- 28.4. Before commencement of the Works, Supplier shall, on request, submit the names and documentary evidence of valid work permits of all foreign workers employed for the performance of the Works to the Purchaser and shall thereafter inform the same of any other new workers that will be employed subsequently or any workers that have been removed from the premises where the Works are to be executed.

如經要求，供應商應於開始工作前，向買方提交其為履行工作所僱用之所有外籍勞工之姓名及有效工作許可之書面證明，並應通知買方嗣後擬僱用之任何其他新勞工或已自擬履行工作之場所調離之任何勞工。

29. CONFLICT OF INTEREST**利益衝突**

[TAIWAN]

The Supplier warrants that after making diligent inquiry at the date of each Purchase Order, no conflict of interests exists or is likely to arise in the performance of the Purchase Order.

供應商保證，於各採購單之日期經謹慎確認後，其履行採購單並無利益衝突且無利益衝突之虞。

30. SEVERANCE

可分性

Any part of these Standard Terms that is illegal or unenforceable may be severed and the remaining provisions of these Standard Terms continue in force.

本標準條款之任何不合法或無執行力之部分得與其他條款分割，且本標準條款之其他約定仍繼續有效。

31. ASSIGNMENT

轉讓

The Supplier must not assign or transfer a Contract without the prior written consent of the Purchaser. The Purchaser may assign or transfer a Contract without the prior written consent of the Supplier.

未經買方之事前書面同意，供應商不得將契約轉讓或移轉予他人。買方得於未經供應商事前書面同意之情況下，將契約轉讓或移轉予他人。

32. GOVERNING LAW AND JURISDICTION

準據法及管轄法院

Unless otherwise agreed in writing between the parties, these Standard Terms and the Contract are governed by and construed in accordance with the laws of Taiwan and the parties agree to submit to the non-exclusive jurisdiction of the courts of Taiwan Hsinchu District Court.

除雙方當事人另有書面約定外，本標準條款及契約之準據法為臺灣法律並依該法為解釋，雙方當事人並同意以臺灣新竹地方法院為非專屬管轄法院。

33. LANGUAGE

語言

These Standard Terms are written in English and Chinese. In the event of any discrepancy in meaning between the English and Chinese texts, the English version shall govern.

本標準條款以中文及英文作成，如中、英文義發生歧異時，以英文為準。

[TAIWAN]

Annexure x A:

附件A

FORM OF PERFORMANCE BOND

履約保證函之格式

To: WATERPARK ENVIRONMENT CORPORATION (the "Purchaser").

WHEREAS on the _____ day of _____, a Purchase Order number [_____] (hereinafter called the "Purchase Order") was issued to and subsequently accepted by _____ (name of Supplier) of _____ (address) (hereinafter called the "Supplier") whereby the Supplier agreed to _____ (state nature of contract) for the sum of New Taiwan Dollars _____ (amount in words) (NT\$ _____) (the "PO Price").

緣，採購單（採購單號 [_____]）（下稱「採購單」）於____年__月__日向____（供應商名稱），地址為____（地址）（下稱「供應商」）發出並被其接受，供應商茲同意____（敘明契約性質），總價為新臺幣____（大寫金額）元（NT\$____）（下稱「採購單總價」）。

AND WHEREAS the Supplier is required under the Purchase Order to provide a performance bond for the sum of New Taiwan Dollars _____ (amount in words) (NT\$ _____) as a security deposit for the performance of his obligations under the Purchase Order.

緣，依採購單，供應商應提供總額為新臺幣____（大寫金額）（NT\$____）之履約保證函，作為其履行採購單義務之保證金。

We (at the request of the Supplier) hereby agree as follows:

本行（依供應商之要求）茲同意如下：

1. We shall unconditionally pay to the Purchaser any sum or sums up to a maximum aggregate of New Taiwan Dollars _____ (NT\$ _____) (the "Bond Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Performance Bond without any proof of actual default on the part of the Supplier and without need to satisfy any other condition.

於收到 貴公司依本履約保證函第4條約定提出之書面付款請求通知後，本行將無條件向買方支付最高總額為新臺幣____元（NT\$____）之任何金額（下稱「保證總額」），買方無須提供任何證據證明供應商已實際違約，且無須滿足任何其他條件。

2. We shall not be discharged or released from this Performance Bond by any arrangement between the Purchaser and the Supplier whether with or without our knowledge or consent, or by any other or further arrangement between the Supplier and us whether with or without the Purchaser's knowledge or consent, or by any alteration in the obligations undertaken or to be undertaken by the Supplier or by any forbearance on the Purchaser's part whether as to payment, time, performance or otherwise.

買方與供應商之間的任何安排（無論本行是否知悉或同意），或供應商與本行之間的任何其他或進一步安排（無論買方是否知悉或同意），或供應商已承諾或將承諾之任何義務之變更，或買方於付款、時間、履行或其他方面之任何延期追索，均不解除或免除本行於本履約保證函下之責任。

3. Our liability under this Performance Bond shall continue and this Performance Bond shall remain in full force and effect from [insert effective date: _____] until [insert expiry date: _____] [insert if expiry date is subject to automatic extension: provided always that the expiry date of this Performance Bond and our liability under this Performance Bond shall be automatically extended for successive periods of [specify duration of each extension: _____ days/months] unless we give you 90 days' written notice prior to the expiry of our liability (the "Notice Period") of our intention not to extend this Performance Bond in respect of any future extension and provided further that you shall be entitled –

本行於本履約保證函下之責任應繼續存在，本履約保證函自[填入生效日: ____]起生效至[填入到期日: ____]止[如到期日得自動展延，則填入：惟本履約保證函之到期日及本行於本履約保證函下之責任應自動展延[填入各次展延期間: ____日/月]，除非本行於責任期間屆滿前90日（下稱「通知期」）以書面方式通知 貴公司本行拒絕就任何未來展延延長本履約保證函，惟 貴公司有權—

- a. upon receiving such notice of our intention either to:
於收到本行上述不欲延長本履約保證函之通知後，得：

- i. make a claim under this Performance Bond; or
依本履約保證函提出請求；或
- ii. direct us to pay such amount (not exceeding the Bond Sum) as you may specify into a suspense account to be governed and disbursed by us; or
指示本行將 貴公司指定（不超過保證總額）之金額匯付至由本行管理及撥付之暫記帳戶；或

- b. direct us (within the Notice Period) to extend the validity of this Performance Bond for a further period not exceeding _____ days/months (and this Performance Bond shall then expire at the end of such further period).

[TAIWAN]

於通知期內指示本行將本履約保證函之有效期間再展延最長不超過 _ _ _ 日 / 月
(且本履約保證函應於該再展延之期間屆滿之日到期)。

本履約保證函以中文及英文作成，如中、英文義發生歧異時，以英文為準。

4. The Purchaser may make a claim on this Performance Bond at any time and as many times as the Purchaser may deem fit by way of a notice in writing addressed to us and the same being received by us at [insert address of Bank's notification office: _____] before the end of 90 days after the expiry of this Performance Bond.

買方得依其判斷隨時且不論次數以書面通知本行之方式依照本履約保證函提出請求，該通知應於本履約保證函到期後起算屆滿90日之前送達本行之地址[填入銀行接收通知之辦公室地址: _ _ _ _ _]。

5. We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the Purchaser. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Purchaser's written notice received by us as final and conclusive and binding on us. For the purposes of this Performance Bond, "business day" means a day other than a Saturday, Sunday, or public holiday in Taiwan.

本行應於收到買方書面通知後30個營業日內，支付該等請求所載之款項。本行並無調查該等請求所主張之原因、情事或其理由真偽之義務，且有權信賴本行所收到之買方書面通知為最終及確定且對本行有拘束力之通知。就本履約保證函而言，「營業日」係指於臺灣除週六、週日或國定假日外之日。

6. The Purchaser may make more than one claim on this Performance Bond so long as the aggregate amount specified in all such claims does not exceed the Bond Sum.

買方得就本履約保證函提出多次請求，惟所有該等請求所載之金額總計不得超過保證總額。

7. This Performance Bond is issued subject to the laws of Taiwan and the exclusive jurisdiction of the Taiwan courts.

本履約保證函應以臺灣法律為準據法，並以臺灣法院為專屬管轄法院。

8. A person who is not a party to this Performance Bond shall have no rights or remedies under the Contracts to enforce any of the terms in this Performance Bond.

非本履約保證函當事人之人不得主張契約所約定之權利或救濟以執行本履約保證函之任何條款。

9. This Performance Bond are written in English and Chinese. In the event of any discrepancy in meaning between the English and Chinese texts, the English version shall govern.

[TAIWAN]

Dated this _____ day of _____

日期: _____

AS WITNESS our hand

本行特立本函為據

Signed by: _____

(Name and designation of officer)

簽署人: _____

(姓名及職稱)

for and on behalf of the

謹代表

(Name of Bank)

(Signature)

(銀行名稱)

(簽名)