SANOFI HONG KONG LIMITED

HONG KONG

STANDARD PURCHASE CONDITIONS

Terms and Conditions

STANDARD PURCHASE CONDITIONS

HONG KONG

Version: October 2026

STANDARD PURCHASE CONDITIONS

1. **Offer**

Each purchase order, purchase order revision, scheduling agreement, or other purchasing document (collectively, the "Order") issued by Sanofi Hong Kong Limited ("Buyer") is an offer to the seller identified on the Order and its applicable subsidiaries and affiliates (collectively, the "Supplier") for the purchase of goods, parts, components, equipment, materials and/or services, to the extent applicable (collectively, "Goods") and includes and is governed by the below terms and conditions of purchase (collectively, the "Terms"). The Order does not constitute an acceptance of any offer or proposal made by Supplier. Buyer's approval of designs, drawings or other documentation does not release Supplier from its liability under the Terms. Buyer and Supplier may also hereinafter individually be referred to as a "Party" and collectively referred to as the "Parties".

要約 由賽諾菲香港有限公司（下稱「買方」）簽發之採購訂單、採購訂單修訂版、時程安排協議、或其他採購文件（以下合稱為「訂單」）係對訂單上所特定之賣方及其子公司與關係企業（以下合稱為「供應商」）依其適用範圍提出採購產品、零件、組件、設備、材料和/或服務（以下合稱為「本產品」）之要約，包括且受以下所有採購通用條款及條件（以下合稱為「本通用條款」）所拘束。訂單並不構成對供應商提出之任何要約或提議之承諾。買方對設計、圖紙或其他文件之批准並不免除供應商在本通用條款中之責任。買方及供應商以下單獨稱為「一方」，合稱為「雙方」。

2. **Acceptance**

A contract is formed when Supplier expressly accepts the Order. Upon acceptance, the Order, together with the Terms and any other documents expressly incorporated into the Order or separately issued by Buyer, including releases, specifications, drawings, requirements of Buyer's customer, quality requirements, or any document agreed to in writing between Buyer and Supplier, will become a binding contract between Buyer and Supplier and binding components of the Order. In the event of a discrepancy, inconsistency or contradiction between the Order and the Terms, the Terms shall prevail, except to the extent the Order expressly and specifically supersedes the Terms on a specific matter. Each Order shall be deemed accepted by Supplier, subject otherwise to the Terms, by shipment of Goods by Supplier, performance of services by Supplier, commencement of work on Goods by Supplier, written acknowledgement (including email) by Supplier, or any other conduct of Supplier that recognizes the existence of a contract pertaining to Goods, or failing to notify Buyer of any issues in writing within ten (10) days from the date the Order is issued by Supplier. Supplier's signed acceptance of the Order is not a prerequisite for Supplier's acceptance.

承諾 契約於供應商明確地承諾訂單時成立。訂單一經承諾，訂單、本通用條款、明確納入訂單中或由買方單獨發出之任何其他文件，包括公告、規格、圖紙、買方客戶之要求、品質要求或買方和供應商間之任何書面同意，將成為買方和供應商間具有約束力之契約和訂單中之拘束性部分。除訂單在特定事項上明確取代本通用條款外，當訂單與本通用條款存在差異、不一致或衝突時，本通用條款將優先適用。若供應商開始裝運本產品、履行服務、備置本產品、以書面（包括電子郵件）確認或為其他任何承認本產品契約存在之行為、或未在訂單簽發之日起10日內通知買方任何問題時，在本通用條款的規限下，應視為供應商已承諾該訂單。供應商對訂單之簽字承認並非供應商承諾訂單之前提要件。

3. **Changes**

Buyer reserves the right at any time to direct changes, or cause Supplier to make changes, to the conditions under the Order, including, without limitation, changes in the design, drawings and specifications, processing, methods of performance, methods of packing and shipping and the place of delivery of Goods, work with respect to such matters as inspection, testing or quality control, or to otherwise change the scope of the work covered by the Order. Supplier agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost and prices under the Order unless (i) Supplier provides Buyer with written notice of a claim for adjustment to time for performance or cost and prices within ten (10) days after Buyer's notice to Supplier of the change and (ii) after Buyer's audit of such claim, the Parties jointly analyze the results and mutually agree on a reasonable adjustment. In addition, Buyer shall have the right to audit all relevant records, facilities, work or materials of Supplier to verify any claim for adjustment.

變更 買方保留在任何時候指示變更或要求供應商對訂單上所載之條件進行變更之權利，包括但不限設計、圖紙和規格、加工、執行方法、包裝和運輸方法及本產品交付地點、與檢查、測試或品質控制等事項有關之工作變更，或對訂單所涵蓋之工作範圍之其他變更。供應商同意及時進行此等變更。除非（i）供應商在買方通知變更後10日內向買方書面通知請求調整履約時間或費用及價格，且（ii）在買方對此請求進行審計後，雙方共同分析結果並就合理調整達成共同協議，否則此等變更均不影響訂單的履約時間或費用及價格。買方有權審計供應商之所有相關記錄、設施、工作或材料以核實任何調整的請求。

4. Prices

In consideration of the purchase of Goods in accordance with the Order, Buyer agrees to pay Supplier the purchase price set out in the Order, inclusive of any value added tax, which shall be borne by Supplier ("Purchase Price"). Buyer is entitled to deduct any withholding tax amount from the Purchase Price pursuant to applicable laws and regulations. Buyer is not responsible for any taxes arising from or in connection with Supplier's business activity, payroll income, or assets. Purchase Price is not subject to increase, unless specifically stated in the Order, and Supplier assumes the risk of any event or cause affecting prices, including, without limitation, foreign exchange rates, increases in raw material costs, inflation, increases in labor and other production and performance costs, and any other event which impacts the price. In no event will Supplier be entitled to any adjustment or reimbursement for overhead cost, financing expenses, lost business, or any non-direct cost or expense.

價格 針對依訂單所為之本產品採購，買方同意支付供應商如訂單上所示之採購費，該採購費已包括任何加值營業稅（下稱「採購費」），前述稅捐應由賣方負擔。買方有權依相關適用法令自採購費中扣除任何應扣繳之稅款。買方不負擔由供應商之商業活動、工資收入或資產引起的或與之相關之任何稅收。除訂單中有特別約定外，採購費不會增加。供應商應承擔任何影響價格之事件或原因之風險，包括但不限於外匯匯率、原物料成本增加、通貨膨脹、勞動和其他生產及執行成本之增加，以及任何其他影響價格之事件。在任何情況下，供應商都無權對管理費用、融資費用、業務損失或任何非直接成本或費用進行任何調整或補償。

5. Travel Expenses

Buyer will not reimburse any out-of-pocket expenses of Supplier except for expenses reasonably arising from travel requested by Buyer provided that prior written approval has been obtained from Buyer and Supplier furnished relevant supporting documents satisfactory to Buyer and it is in accordance with Buyer's vendor traveling policy.

價格 除基於買方要求，且事前取得買方書面同意之出差行程而產生之合理出差費用，就該等費用供應商應能夠提供符合買方要求之相關佐證文件，並符合買方之供應商出差政策之情形外，買方不會補償供應商任何實付費用。

6. Invoice

Invoices shall expressly refer to the Order, the Order accepted date and Goods as well as their quantities, rendered pursuant to the Order, together with all relevant supporting documentation evidencing all expenses and costs incurred in the purchase of Goods attached. Buyer reserves the right to reject and return all invoices or related documents submitted incorrectly. All invoices shall be sent to the following address: Sanofi Hong Kong Limited

1/F & Section 212 on 2/F, AXA Southside,
38 Wong Chuk Hang Road, Hong Kong
Attention: Accounting Department

If Buyer in good faith reasonably dispute the whole of or any item in any invoice, the amount in dispute shall not be considered due until the Parties have resolved the dispute.

發票 發票應明確指明訂單、訂單承諾日及依據訂單所提供之本產品及其數量，並隨附全部相關佐證文件，該等文件應能夠證明本產品採購中產生之全部費用與成本。買方保留拒收及退回所有錯誤提交之發票或相關文件之權利。發票應寄到以下地址：

賽諾菲香港有限公司
香港黃竹坑道38號安盛匯1樓及2樓212室
收件者：會計部

若買方真誠地對發票之全部或任何項目提出合理之質疑，至雙方解決該爭議為止，該爭議款項不得被視為已到期。

7. Payments

Payments will be made within seventy (70) days from the end of the calendar month in which the proper and accurate invoice was received by Buyer. Invoices shall mention particulars of the bank account to which payments are to be made. Payments will be made in the currency expressly stated in the Order; if no such currency is otherwise stated in the Order, payment will be made in Hong Kong Dollar. Buyer is entitled to all legal and equitable rights of retention and simultaneous performance. Any payment is conditional and contingent on Supplier's compliance with and performance of the Order, including the Terms, and on the absence of any breach by the Supplier.

付款方式 價金將自買方收到供應商所開立之適當且正確之發票當月之最末日起算70日內支付。發票應包括付款之銀行帳戶之細項。價金將以訂單上明確記載之貨幣進行支付；若訂單上未另有記載貨幣種類，將以港元進行支付。買方有權享有所有基於法律與衡平法上之保留權及同時履行抗辯。任何付款都以供應商遵守及履行訂單（包括本通用條款）及供應商未有違約為前提及條件。

8. Setoff

Buyer is entitled to set off any amounts due or to become due (i.e., due from Buyer to Supplier) against any amounts owed or to become owed (i.e., from Supplier to Buyer), however and whenever arising and whether the respective amounts concern or arise from the same Order or transaction, and whether the respective amounts have been liquidated or not.

抵銷 買方有權將任何已到期或將到期之款項（即買方應付給供應商之款項）與任何供應商已積欠或將積欠之款項（即供應商應付給買方之款項）進行抵消，無論款項何時產生及無論該相應款項是否關於或源於同一張訂單或同一項交易及無論該相應款項是否已被落實量化。

9. Defer payment

In addition to any right otherwise provided or allowed by law or contract, Buyer may withhold, retain/defer payment of all or any portion of the amount due from Buyer (even if it is not disputed, contingent or unliquidated and is otherwise due) to the extent of any obligation or debt of Supplier owed to Buyer or insofar as such obligation or debt is subsisting, even if such obligation or debt is disputed, contingent or unliquidated, until such obligation or debt is resolved, whether such obligation or debt arises from any breach by Supplier in any way, from any other transaction or different Orders or otherwise.

延遲付款 除法律或契約另有規定或允許之任何權利外，買方可在供應商積欠買方之任何義務或債務或該等義務或債務存續之範圍內扣留/保留/拒絕支付買方之全部或任何部分款項（即使該款項沒有爭議、係或有負債、或未清算而以其他方式到期），即使該義務或債務有爭議、係或有負債、或未清算，直至該義務或債務得到解決，無論該等義務或債務源於供應商任何形式的違約、其他任何交易或不同訂單或其他情況。

10. Delivery Time. 交付期程

a. The Parties agree that time is of essence under the Order. Supplier agrees to provide Goods at the times specified by Buyer as stated in the Order. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, delivery by instalments or excess deliveries.
雙方同意時間對訂單具有實質性意義。供應商同意依照訂單上買方所訂時間交付本產品。買方沒有義務接受提前交付、延遲交付、部分交付、分期交付或超額交付。

b. If Goods are not delivered or services are not performed by the agreed time, then all resulting damages and extra costs suffered by Buyer will be Supplier's responsibility. All other legal or equitable rights of Buyer remain unaffected. Supplier will, upon Buyer's request, suspend shipment and delivery of Goods/ performance of services for such periods as Buyer directs. Buyer may change the timing of scheduled shipments/ scheduled performances or direct temporary suspension of scheduled shipments/ scheduled performances without entitling Supplier to a price adjustment or other compensation.
若本產品或服務未在約定時間內交付或履行，供應商將負責賠償買方因此所遭受之所有損失與額外費用。買方所有基於其他法律或衡平法之權利將不受影響。供應商將依據買方之要求，在買方指示之期限內暫停裝運和交付本產品/履行服務。買方得改變預定之交付/執行時間或要求暫時中止預定之交付/執行，供應商並不因此獲得價格調整或其他補償。

c. Supplier shall keep Buyer informed of its progress in the performance of the Order and shall promptly inform Buyer of any problem or other difficulty encountered during the performance of the Order.
供應商應使買方知悉訂單之履行進度，若於履行訂單時遭遇任何問題或其他困難，亦應即時通知買方。

d. Supplier shall communicate to Buyer the results of the performance of the Order as soon as reasonably practicable after completion.
供應商於完成訂單後，於合理可行之範圍內應儘速通知買方履行結果。

11. **Shipping/Risk of Loss**
Supplier shall deliver Goods to Buyer's designated location on the Order, and promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. The applicable shipping terms will be expressly stated in each Order. Notwithstanding anything to the contrary including in section 22 of the Sale of Goods Ordinance (Cap. 26 of the Laws of Hong Kong) ("SOGO") and in Articles 66 to 70 of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and except as expressly stated on the Order, the risk of loss for Goods passes from Supplier to Buyer only upon delivery to Buyer's designated location on the Order and delivered to Buyer, and title passes to Buyer only upon express acceptance in writing by Buyer at Buyer's designated location. Supplier shall ensure that the carrier, shipper, forwarder and any transportation service provider during the process of delivering Goods to Buyer, to secure the completeness and good conditions of the Goods, maintain good status and suitable storage of Goods with suitable temperature, moisture and other conditions and keep adequate records of the Goods, and all liabilities and things attributable to the carrier, shipper, forwarder and any transportation service provider shall be deemed as liabilities and things attributable to Supplier.

運輸/滅失風險 供應商應將本產品運送至買方在訂單上指定地點，並根據買方之指示和承運人之要求，及時提供每批貨品之原始提單或其他裝運收據。適用之運輸條款將載明於訂單內。不論是否有任何不同規定，包括貨品售賣條例(香港法例第26章)（下稱「售賣條例」）第22條及聯合國國際貨物銷售合同公約(下稱「銷售公約」）第66至70條，且除訂單中另有明確規定外，本產品之滅失風險僅在本產品運送至訂單上買方指定地點並交付予買方後，始從供應商轉移至買方，且所有權僅於買方在買方指定地點並明示書面同意接受後始轉移至買方。供應商應確保運送本產品過程中之運送人、託運人、代運人及任何運送服務業者應維持本產品之良好狀態及適當儲存條件，包括適當溫度、適度及其他條件，並應保存關於本產品之適當記錄，任何運送人、託運人、代運人及任何運送服務業者的責任或可歸責事由，應視為供應商的責任或可歸責事由。

12. **Packaging**
Supplier shall pack Goods according to the requirements of Buyer, the involved carriers, and the country of destination. To the extent packaging requirements are not provided by Buyer, Supplier shall pack Goods in accordance with sound commercial practices. In addition, Supplier shall package and ship all Goods in a manner that will ensure that the product is adequately protected against damage and deterioration in transit. If the packaging is defective or non-compliant with environmental or other

regulations, the delivery will be deemed defective, and Buyer shall be entitled to object to and refuse such deliveries. Supplier shall reimburse Buyer for any liabilities, expenses and costs incurred as a result of Supplier's improper packing or shipping or any other non-compliance with the requirements of this Section. In no event shall shipping documents attached to or contained in the shipment display pricing information or any of Buyer's proprietary or confidential information.

包裝 供應商應依據買方、相關承運人和目的地國之要求包裝本產品。如買方未提供包裝要求，供應商應依合理之商業慣例包裝本產品。此外，供應商應以足以確保本產品在運輸過程中受充分保護免受損壞和變質之方式包裝和運輸所有本產品。如果包裝有缺陷或不符合環保或其他法規，交付將被視為有缺陷且買方有權反對和拒絕之。供應商應賠償買方因包裝或運輸不當或任何其他不符合本節要求而產生的任何責任、費用和成本。在任何情況下，運輸文件均不得顯示價格資訊或任何買方之專有或機密信息。

13. **Inspection**

All Goods shall be received and accepted subject to and only upon inspection and approval by Buyer after delivery and Buyer shall have a reasonable time and opportunity to examine the Goods for ascertaining whether they are in conformity with the Order. Upon inspection, Buyer may give Supplier notice of rejection or revocation of acceptance of Goods, notwithstanding any prior payment, approval or inspection. No inspection, approval, delay or failure to inspect, or failure to discover any defect or non-conformance, shall relieve Supplier of any obligations under the Order or impair or waive any right or remedy of Buyer with respect to Goods or Supplier's performance of services. If, in Buyer's judgment, any Goods do not conform to the requirements of the Order, Buyer shall have the right to reject Goods and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion:

(a) ask Supplier to immediately provide reimbursement, replacement, or repair of Goods as Buyer may direct; or

(b) ask Supplier to immediately correct, rework, and/or repair Goods with all costs associated therewith to be charged to and paid by Supplier. This clause is notwithstanding anything to the contrary including in section 37(1), (4) & (6) of SOGO and Articles 38(1) and 39 of CISG.

檢查 所有本產品應在交付後接受買方之檢查和批准，及買方需有合理時間及機會去檢查本產品去判明本產品是否符合訂單的要求。經檢查後，買方可向供應商發出拒絕或撤銷接受本產品之通知，即使有任何事先付款、批准或檢查之事實存在。任何檢查、批准、延遲或未能檢查，或未能發現任何瑕疵或不符合要求之情形，均不應免除供應商在訂單下之任何義務，或損害或放棄買方對本產品或供應商履行服務之任何權利或補救措施。若根據買方之判斷，任何本產品有不符合訂單要求之情形，買方應有權拒絕本產品，且除其可能擁有之任何其他權利和補救措施外，買方可自行決定：

(a) 要求供應商依買方指示立即提供補償、更換或修理本產品；或

(b) 要求供應商立即修正、重作和/或修理本產品，與此有關之所有費用將由供應商承擔並支付。不論是否有任何不同規定包括售賣條例第37(1)、(4)及(6)條及銷售公約第38(1)及39條，此條款仍然適用。

14. Obligations of Supplier. 供應商之義務

a. Supplier shall implement under its sole responsibility and at its own costs any and all measures, whether corrective or preventive, necessary to ensure the security and maintenance of the confidentiality of the results of the performance of the Order and any and all information, data, materials and documents provided by Buyer and / or its Affiliates to Supplier for the purpose of the performance of the Order (collectively, the "Materials") and to protect the Materials against unauthorized access, unauthorized use and/or misappropriation. "Affiliate" shall mean, with respect to either Party, any corporation or other organization or entity controlled by, controlling or under common control with such Party. The terms "controlling", "controlled by" or "control" shall mean (i) the direct or indirect ownership of more than fifty percent (50%) of the voting securities of any corporation, organization or entity, or (ii) the power to direct or cause the direction of the management or policies of such corporation, organization or entity through the ownership of securities or interests, by contract or otherwise.

供應商有責且應自費負責實施任何及所有必要之措施（矯正性或預防性）以確保訂單履行結果及其他任何買方及/或其關係企業為履行訂單之目的而提供予供應商之資訊、資料、材料、及文件（下稱「本材料」）之安全性及機密性，並確保本材料免於未授權之接觸、未授權使用及/或不當使用。
「關係企業」係指：對任一方當事人而言，受該當事人控制、控制該當事人、或與當事人共同受其控制之任何公司或其他組織或實體。「控制」或「受控制」係指：（1）直接或間接持有任何公司、組織或實體超過50%之具表決權之股份；或（2）有權力透過持有具表決權之股份或權益、合約或其他方式，直接或間接影響該公司、組織或實體管理之方向或政策。

b. Supplier represents, warrants and agrees that it is duly authorized to enter into the Order and perform its obligations hereunder, and it is not a party to any other agreement or obligation that would prohibit, restrict or limit in any way its performance of the Order or that might enable another party to claim any rights in any data, information or materials developed pursuant to the Order.
供應商聲明、保證及同意其已獲授權簽訂訂單及履行義務。供應商並未受其他任何合約或義務以任何方式禁止、限制或拘束其履行訂單，或可能使第三人就基於訂單而生之資料、資訊或材料主張任何權利。

c. Supplier shall perform the Order for the exclusive benefit of Buyer and/or its Affiliates. Supplier shall therefore not disclose, or use or reuse for its own benefit or that of any third parties (other than Buyer's Affiliates), any results of the performance of the Order.
供應商應僅為買方及/或其關係企業之利益履行訂單。供應商不應為自身之利益或其他第三人（除買方之關係企業外）之利益揭露、使用或重複使用訂單履行之結果。

15. Competitiveness

All Goods delivered by Supplier must, at least, match similar goods of that Supplier sells or offers to sell to other customers, or similar goods of its competitors, with regard to each of quality, technology and price. If Supplier sells or offers to sell to another customer any similar goods of better quality, technology or price before delivery, then Supplier must promptly notify Buyer and provide Buyer with a new offer that matches, or is more competitive than, the other sale or offer. If at any time before delivery, a competitor of Supplier offers any similar goods of better quality, technology or price, then within thirty (30) days of Buyer's provision of a notice to Supplier of a competitive offer, Supplier shall provide Buyer with a new offer that matches, or is more competitive than, the competitor's offer.
競爭力 供應商交付之所有本產品必須至少在品質、技術和價格方面與供應商出售或提議出售給其他客戶之類似產品或其競爭對手提供之類似產品相當。當供應商在交付前向其他客戶出售或提議出售品質、技術或價格更好之類似產品時，供應商應即時通知買方，並向買方提供與其他交易或報價相當或更具競爭力之新報價。如果在交付前的任何時間內，供應商的競爭對手提供品質、技術或價格更好之任何類似商品時，供應商應在買方向供應商通知競爭報價後30天內，向買方提供與競爭報價相當或更具競爭力之新報價。

16. Service Means and Personnel. 服務方式與人員

a. Supplier undertakes to have the Order performed by suitably qualified, trained and experienced personnel (the "Staff") capable of rendering the Order in a timely and competent manner. All Staff shall be under the control and responsibility of Supplier, and shall in no way be considered employees, agents or representatives of Buyer.
供應商承諾訂單會由適當、合格、訓練有素及經驗豐富之人員（下稱「工作人員」）以妥適且及時之方式履行。所有工作人員應由供應商管理並負責，且所有工作人員不得以任何方式被視為係買方之員工、代理人或代表人。

b. Should a member of the Staff assigned to the performance of the Order leave on a temporary or permanent basis, Supplier agrees to provide Buyer with notice thereof and to replace such a member as promptly as possible. In addition, Supplier agrees to ensure the transfer of knowledge between any person leaving and any new person assigned to the performance of the Order so that Buyer does not suffer in any manner whatsoever from the change in

personnel. In such regard, Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Order.
當被分配到履行訂單之工作人員臨時或長期離開時，供應商應向買方進行通知並盡速以新成員替補該成員。此外，供應商同意確保離開之任何人員與被指派履行訂單的任何新人員之間的知識傳承，以使買方不會因人員變動而遭受任何形式之損失。在此方面，供應商同意在指派新人員履行訂單之前，將自費為其提供充分之培訓。

c. Buyer shall be entitled to request for the replacement of any member of the Staff in the event of fault or inability to perform the Order in accordance with the terms of the Order. If Supplier fails, within a reasonable time from Buyer's request, to replace a member of the Staff, Buyer shall have the right to terminate the Order immediately upon delivery of a written notice to Supplier.
如有工作人員之過錯或無法遵守訂單條款履行訂單之情形，買方有權要求替換該人員。若供應商於買方要求之合理期間內無法替換工作人員，買方有權以書面通知供應商方式立即終止訂單。

d. If the performance of the Order requires that Supplier's Staff has access to Buyer's premises, only members of the Staff whose names are provided by Supplier to Buyer in advance will be authorized to access such premises.
若因訂單之履行而供應商工作人員須進入買方營業場所，僅限於供應商事先提供工作人員之姓名予買方者，始得被授權進入買方營業場所。

e. Supplier shall ensure that members of the Staff will comply with all safety and security rules provided by Buyer. Buyer may request for the immediate departure of any member of the Staff who does not comply with such safety and security rules.
供應商應確保工作人員遵守所有買方提供之安全及保全規則。如有任何工作人員不遵守該安全及保全規則者，買方有權要求該人員立即離開買方營業場所。

17. Ownership and Intellectual Property. 所有權及智慧財產權

a. All results, information, data and documentation supplied to Supplier by Buyer and or its Affiliates are and will remain the exclusive property of Buyer and or its Affiliates. Supplier shall not acquire any rights or interests in any such results, information, data and documentation, including with respect to any developments, improvements or variations thereof, and shall use them only within the scope of the Order and for the exclusive benefit of Buyer. Upon expiration or termination of the Order or at any time upon request from Buyer, Supplier shall return to Buyer any such result, information, data and documentation. In no event shall Supplier destroy any such result, information, data and documentation without the prior written consent of Buyer.
所有由買方或其關係企業提供予供應商之成果、資訊，資料及文件，仍應為買方或其關係企業之獨有財產。供應商不應自上開成果、資訊、資料及文件中獲取任何權利或利益，包括任何相關之開發、改良及其衍生成果，供應商僅應於訂單之範圍內為買方之利益使用上開資料。於訂單期滿或終止，或經買方於任何時間要求供應商時，供應商應將上開成果、資訊、資料及文件返還予買方。未經買方事前書面同意，供應商於任何情況皆不得銷毀任何上開成果、資訊、資料及文件。

b. All data, documents, information, know how, trade secret, proprietary methodologies and solutions, software and other items owned, developed or licensed by each Party and or its Affiliates before the Order accepted and used for the performance of the Order and all intellectual property rights associated therewith are and shall remain the property of the said Party or its Affiliates, licensors or supplier.
任一方當事人或其關係企業於訂單承諾前所擁有、開發、或被授權，且用於履行訂單之所有資料、文件、資訊、專有知識、營業秘密、專有方法及解決方案、軟體及其他物品，及所有與上開相關之智慧財產權，皆應仍屬該方或該方之關係企業、授權人或供應商之財產。

c. All the intellectual property rights and all other rights, title and interest related to any results, reports, information, data, documents, drawings, image, artwork, design, programs, slides, concepts, inventions and/or any other works produced, generated or obtained, in whatever form, during the performance or as a result of the performance of the Order shall automatically and immediately become the exclusive property of Buyer and/or its Affiliates, which can use them freely worldwide without any limitation and/or any additional payment. For this purpose, Supplier hereby assigns, and undertakes to procure the assignment by its employees and or agents, to Buyer and or its Affiliates any and all intellectual property rights (including all patents, copyrights, trade secret, know-how, designs, trademark, work of authorship, databases and any application or right to apply for registration of any of those rights) and all other rights, title and interest which may arise directly or indirectly during and/or as a result of the performance of the Order and all materials created in relation to the performance of the Order. Supplier acknowledges that the compensation for any such assignment is included in Purchase Price paid by Buyer under the Order.
於履行訂單期間所產生或取得之所有成果、報告、資訊、資料、文件、圖示、圖像、美工、設計、程式、投影片、概念、發明及/或任何其他成果，或任何履行訂單之該等成果，其等相關智慧財產權及其他權利、所有權及利益（無論為任何形式）皆應自動並立即成為買方或其關係企業之財產，買方及其關係企業得於全球自由且無限制之利用上開智慧財產權，且無須支付任何額外之費用。基於上開目的，供應商特此讓與任何及所有智慧財產權（包括所有專利、著作權、營業秘密、專有技術、設計、商標、著作、資料庫及任何應用程式之權利或申請權）及其他權利、所有權及利益，及所有與訂單相關所產生之材料予買方及/或其關係企業，並承諾會促使其員工及/或代理人完成前述讓與。上開智慧財產權可能直接或間接由履行訂單期間產生，或成為訂單履行之結果。供應商承認上開讓與之補償已包含於買方基於訂單所給付之採購費中。

d. Supplier represents and warrants that it is the owner of the proprietary rights in, or has the right to use and modify, the information and materials that it may provide to Buyer within the scope of the Order, and that all of the intellectual property rights used in the performance of the Order shall be free of all easements and in no way constitute an infringement of the rights of any third party. Supplier shall defend, indemnify and hold harmless Buyer and its Affiliates from any action, suit, damages, costs or expenses (including attorney fees) based on any claim that the information or material provided to Buyer hereunder infringes any patent, copyright or any other intellectual property right. Supplier agrees to timely notify Buyer of any actual or suspected claim under this Section. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any such claim, at Supplier's expense. Buyer shall have the right, but not the obligation, to control the defense and resolution of any such claim. Supplier agrees to provide all information in its possession and perform at Buyer's direction, and shall not settle any such claim that, directly or indirectly, prejudices any of Buyer's rights under the Order or otherwise.
就供應商於訂單範圍內提供予買方之資訊及材料，供應商聲明及保證其為該等資訊及材料之所有權人、或有權使用及修訂該等資訊及材料；供應商並聲明及保證其用以履行訂單之智慧財產權，均不受其他權利設定之限制，且不會以任何方式侵害第三人之權利。如因供應商提供予買方之資訊或材料有任何侵害專利、商標或任何其他智慧財產權而衍生之任何法律行動、訴訟、損害賠償、成本或費用（包括律師費），供應商應保護及使買方及其關係企業免於相關損害，並賠償買方及其關係企業相關損害。供應商同意及時通知買方任何根據本節規定提出之實際或潛在索賠。買方有權由自己的律師代表並藉由自己的律師積極參與任何此類索賠之辯護與解決，費用由供應商承擔。買方有權（但無義務）主導任何此類索賠之辯護與解決。供應商同意提供其擁有之所有資訊，並依買方指示行動，且針對任何會直接或間接損害買方在訂單或其他方面權利之事項，供應商不得逕行解決。

18. Confidentiality/Restricted Use. 保密/限制使用

a. Supplier shall keep confidential, not disclose to any third party and shall use solely for the purpose of the performance of the Order all results, data, information, documents, products and materials provided or disclosed by Buyer and or its Affiliates before or after the Order accepted, or obtained by Supplier in the performance of the Order, including without limitation information regarding Buyer or its Affiliates' products (the "Information"). Supplier shall disclose the Information only to those of its employees on a need-to-know basis in the performance of the Order and shall bind these employees to the same confidentiality and restricted use obligations as set forth herein.
供應商應僅於履行訂單目的之範圍內使用機密資訊，並對機密資訊保密，亦不得揭露予第三人。「機密資訊」包括訂單承諾日之前或之後所有買方或其關係企業所揭露，或供應商因履行訂單所取得之成果、資料、資訊、文件、產品及材料，包括但不限於與買方或其關係企業產品相關之資訊。供應商僅得基於訂單履行之因素，允許其必要知悉該等機密資訊之員工接觸該等資料，且供應商應使其員工負擔與本條相同之保密及限制使用義務。

b. The confidentiality and restricted use obligations set forth herein shall not apply to Information that: (i) according to Supplier's records, was lawfully in its possession prior to the date of disclosure and not subject to any obligation of confidentiality; (ii) is or becomes generally available to the public through no act or omission on the part of Supplier; (iii) is rightfully received by Supplier from a third party not under an obligation of confidentiality to Buyer or its Affiliates with respect thereto; (iv) is required to be disclosed under applicable law or regulation, or by order of a court of competent jurisdiction, provided that Supplier promptly notifies Buyer unless it is not legally permitted, and shall cooperate with Buyer in taking any protective order and shall disclose only such Information as it is legally required.
此處所指之保密及限制使用之義務不包括以下資訊：(i) 根據供應商之記錄，機密資訊為供應商未違反保密義務之前提下，於買方揭露前已為供應商合法擁有；(ii) 非因供應商之行為或疏忽因素而見於公共領域之機密資訊；(iii) 機密資訊由供應商於第三人處獲得，且該第三人就該機密資訊對買方或其關係企業無保密義務；(iv) 供應商因法律或法規，或具管轄權之法院之命令要求揭露機密資訊時。除非法律明文不許之情形，否則供應商於揭露該機密資訊前應立即通知買方，並應與買方合作使買方取得保護令；且供應商應僅揭露依法律所要求範圍之機密資訊。

19. Publications.
Buyer is free to publish and to communicate the fact that the Order are being performed, and the results obtained therefrom, using all existing or future means of communication. Supplier shall not make any kind of publication or communication relating to the Order or the report or results obtained, whether orally or in writing, public or private, without the prior written consent of Buyer. Supplier shall not use any trademarks or trade names of Buyer in any press release, advertising or promotional materials without the prior written consent of Buyer. If Supplier produce goods or services similar to Goods for other customers, Supplier shall not disclose or imply in its marketing efforts that such goods or services are equivalent to those purchased by, or configured for, Buyer.
發表 買方得自由利用所有現有或未來可能之傳送方式，發表並交流訂單履行之事實及其因訂單所取得之成果。供應商不應於未取得買方事前書面同意之情形下，以任何形式公開或私下發表或交流任何與訂單相關事項或其所取得之報告或成果（無論以口頭或書面形式）。供應商不應於未取得買方事前書面同意之情形下，在任何新聞稿、廣告或促銷文宣中使用買方的任何商標或商品名稱。如果供應商有為其他客戶生產與本產品相似之產品或服務，供應商不得在其行銷活動中揭露或暗示相似之產品或服務等同於買方購買之產品或服務。

20. Warranties.
In addition to the warranties granted by law and unless otherwise provided in the Order, Supplier warrants that Goods will conform to the requirements of the Order, all applicable laws and standards. In particular, Supplier provides Buyer with a warranty against any defect for a period of twelve (12) months from the delivery. Notwithstanding the foregoing warranty periods, in the event of serious defects in Goods the warranty against such serious defects shall continue for as long as Buyer subsists as an entity. Supplier will reimburse, and indemnify and hold Buyer harmless from and against, any incidental, consequential or other damages (including, without limitation, lost profits) caused by

Supplier's breach or by non-conforming Goods, and, at buyer's request during the warranty period, Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Goods. To mitigate its damages, Buyer may fully defend any claim from any customer or third party that any Goods supplied by Supplier are defective, in breach of warranty, or otherwise did not meet applicable laws or standards requirements. Parties agree that this defense is in the interest of both Supplier and Buyer. Supplier waives the right to argue that the fact that Buyer took any position in any way limits Buyer's right to assert a claim against Supplier by Buyer for breach of warranty, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

擔保 除法律賦予之擔保外，若訂單中未有特別規定，供應商應擔保本產品將符合訂單之要求及適用之法律及標準。供應商並應向買方提供自交付之日起12個月內之任何瑕疵擔保。儘管有上述擔保期間，如果本產品出現嚴重瑕疵，只要買方仍然是一個個體，針對該嚴重瑕疵的擔保期將會持續。對於因供應商違約或不符合要求之本產品而造成的任何附帶的、結果性的或其他損害（包括但不限於利潤損失），供應商將予以賠償，並使買方免受損害，且應買方要求，供應商同意自費更換、修改和/或重新提供任何不符合要求之本產品。為減輕損害，買方就任何客戶或第三方提出關於供應商提供之本產品存在瑕疵、違反擔保或不符合適用法律或標準之請求，可以充分進行抗辯。雙方同意此種抗辯符合供應商和買方之利益。供應商放棄主張買方以任何方式採取之任何立場一事，會限制買方對供應商提出違反擔保、賠償或其他與前述相關之請求之權利。

21. Liability and Indemnification.

Supplier will indemnify, defend and hold harmless Buyer, its Affiliates, their respective employees, officers and directors from and against all claims, liabilities, obligations, judgments, damages, costs and expenses, that may result from or be caused by Supplier's own or Supplier's subcontractor or agent acts or omissions in the performance of the Order (including without limitation negligence, tort, contract, warranty, strict or product liability, breach of any provision of the Order and the Terms or any applicable laws or willful misconduct or otherwise), directly or indirectly. The foregoing shall include, without limitation, indemnity for workman's compensation, personal injury (including, without limitation, death), public liability and property damage, cost of recall campaigns and other corrective service actions, and attorney's fees and expenses. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Supplier's expense. Buyer shall have the right, but not the obligation, to control the defense and resolution of any indemnification matters. Supplier agrees to provide all information in its possession and perform at Buyer's direction, and shall not settle any such matter that, directly or indirectly, prejudices any of Buyer's rights under the Order or otherwise. The indemnification obligations of Supplier set forth in the Terms, including, without limitation, this Section, are independent of and in addition to any insurance and warranty obligations of Supplier.

責任與賠償 供應商應賠償、維護並使買方及其關係企業及其員工及管理人員及董事等免於因供應商自身、其承包商或代理人於履行訂單之過程中之行為或疏失而直接或間接產生之任何索賠、債務、義務、判決、損害賠償、損失、成本及費用等情事，包括但不限於供應商或其承包商與代理人因過失、侵權、違約、保證、嚴格或產品責任、或因違反訂單及本通用條款及任何有效之法律規定、或因故意所為之不當行為或其他原因。上開供應商之賠償責任範圍應包括，但不限於用工損失、人身傷害（包括但不限於死亡）、法定責任、財產損害、召回及其他改善措施費用、律師費用及其他費用。買方有權由自己的律師代表並藉由自己的律師積極參與任何賠償事項之辯護與解決，費用由供應商承擔。買方有權（但無義務）主導任何賠償事項之辯護與解決。供應商同意提供其擁有之所有資訊，並依買方指示行動，且針對任何會直接或間接損害買方在訂單或其他方面權利之事項，供應商不得逕行解決。本通用條款中規定之供應商賠償義務，包括但不限於本節，獨立於並補充於供應商的任何保險和保證義務。

22. Insurance.

Without limiting the liability of Supplier under the Terms, Supplier warrants and agrees that, as of the Order accepted date, and shall maintain throughout the performance of the Order, at its own expense, all insurance necessary to cover such potential losses and damages and shall, if requested, produce a certificate of insurance showing that the necessary coverage is currently in force and that relevant premiums have been timely paid.

保險 於不限制供應商於本通用條款下所應負擔義務之原則下，供應商擔保及同意，自訂單承諾日起並在履行訂單期間內，其應自行負擔費用以購買並維持所有必要保險，以涵蓋該等潛在損失與損害賠償。若基於買方之要求，供應商應提供買方相關文件以證明該保險所需涵蓋之範圍均仍有效，且保險費業經及時支付。

23. Compliance.

Supplier shall perform the Order in a good and professional manner, with all due care and diligence using state-of-the art technology, at a minimum commensurate with the professional standards generally applicable in similar industry and in accordance with all applicable laws, rules and regulations, including without limitation, any applicable data protection and privacy, environmental matters , anti-trust and import/export laws and regulations. Supplier has complied with and will during the term of the Order comply with all applicable laws, rules and regulations.

法規遵循 供應商應依良好及專業之方式履行訂單，全部應有之謹慎及勤勉並使用最新之技術，且至少須符合產業中通用之專業標準及所有適用之法律、法規命令及行政規則，包括但不限於任何關於資料保護、環境保護、反壟斷及進出口之法律及規定。供應商業已遵守，且於訂單效期中亦將繼續遵守所有適用之法律、命令及規定。

24. Employment Laws.

Supplier undertakes to comply with all applicable employment laws, labor laws, regulations and rules, including, without limitation, those relating to wages, hours and conditions of employment, discrimination, occupational health/safety and motor vehicle safety, in the performance of the Order. Supplier further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive worker treatment or corrupt business practices. Supplier shall furnish all documents requested by Buyer evidencing that it has complied with the above obligations, and shall indemnify and hold harmless Buyer against all claims or suits from any third party arising out of the breach of any such obligations.

僱傭法 供應商承諾於履行訂單時會遵守所有適用之僱傭法例、勞動法律、法規命令及行政規則（包括但不限於與工資、工時和就業條件、歧視、職業健康與安全和車輛安全有關規定）。供應商進一步聲明，其與分包商均不會使用兒童、奴隸、囚犯或任何其他形式之非自願勞工，或從事虐待勞工或商業腐敗之行為。供應商應提供所有買方要求之必要文件以證明其已遵守上開義務；如供應商違反上開義務而使第三人有所請求或訴訟主張者，供應商應確保買方免於任何因此所致之損害，並賠償買方因此所致之任何損害。

25. Anti-Bribery.

Supplier warrants, represents and undertakes that (a) it will comply with the requirements of all applicable anti-bribery legislation whether local, national and foreign, including but not limited to the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong), the US Foreign Corrupt Practices Act and the UK Bribery Act, and; (b) it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) government or semi-government body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Buyer by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. Supplier will immediately notify Buyer if, at any time during the term of the Order, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time. Buyer shall be entitled to immediately terminate the Order at any time in the event of a breach by Supplier of this provision. Buyer may, from time to time, upon written notice to Supplier, conduct an investigation and audit of Supplier's books, records and accounts to verify compliance with this provision and Supplier agrees to cooperation fully with such investigation and audit.

反貪腐 供應商擔保、聲明及承諾：（a）其將遵守所有不論本地、本國及外國之反賄賂法律之要求，包括但不限於防止賄賂條例(香港法例第201章)、美國反海外貪腐法（US Foreign Corrupt Practices Act）及英國反賄賂法（UK Bribery Act）及；（b）其不曾且未來亦不會直接或間接提供、承諾或提議提供任何款項或任何有價值之物品給予任何（i）個人；（ii）企業；（iii）協會；（iv）合夥事業；或（v）政府組織或半官方組織（包括但不限於任何上述單位之官員或人員），而該等單位或人員依其公職身分或自身職務之便，為達賄賂政府官員、商業賄賂、收受賄賂或回扣或其他以非法或不當手段取得或維持業務之目的或效果，藉由不當執行公務或商業活動之方式，而影響、確保或維持買方業務（及/或提供財物援助或其他利益予買方）。於訂單存續期間內，若供應商因情事、知識及認知之改變致其不能於相關時間內繼續為以上之保證，供應商應立即通知買方。若供應商有任何違反本條款之情形，買方有權隨時立即終止訂單。經由書面通知，買方有權對供應商之賬冊、記錄或賬戶進行查核和審計以核實其對本條款的遵循，同時供應商同意完全配合該等查核和審計。

26. Quality Control

Supplier will conform, at its expense, to the quality control and other standards and inspection systems of Buyer and Buyer's Customers (as applicable), and agrees to present this information to Buyer upon request.

品質管制 供應商將自費遵守買方和買方客戶（如適用）之品質管制和其他標準及檢驗系統，並同意依買方要求提供此資訊。

27. Audit.

During the term of the Order (and for a period of three (3) years after termination or completion of the Order), upon ten (10) days prior notice to Supplier, Buyer (or its appointed representatives) will have the right, during normal business hours and at its own reasonable expense, to conduct an investigation and/or audit of Supplier's operations and records (but only to the extent that these relate to the performance of the obligations undertaken by Supplier under the Order). Supplier agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of Buyer acting reasonably. Buyer's investigations and/or audits does not remove responsibility from Supplier to comply with the terms of the Order.

審計 於訂單有效期間內（及訂單終止或完成後三年內），買方（或其委任之代表人）有權於提前10日通知供應商之前提下，於正常營業時間內，由自身負擔合理之費用，對供應商之營運與紀錄進行審計及/或查核（但僅限於涉及供應商因履行訂單所承擔之義務部分）。供應商同意盡全力配合上開審計及/或查核，該審計及/或查核之範圍、方法、性質及期限應由買方依合理情事自為決定。買方之審計及/或查核並不免除供應商對遵守訂單條款之責任。

28. Records.

Supplier will preserve records subject to investigations and/or audits hereunder for the life of the relevant performance plus eight (8) years or, if required by Buyer, longer. In addition, Buyer has the right to make copies of any records that it may investigate and/or audit hereunder.

紀錄 供應商應在訂單履行提供期間與其後之8年，保存根據本通用條款所需之審計及/或查核紀錄，若買方另有指示，保存期間可延長之。此外，買方有權對其根據本通用條款可能所需之任何審計及/或查核紀錄進行複製。

29. Termination for Breach or Non performance. 違約或不履行而終止

a. Either Party may terminate the Order, in whole or in part, with immediate effect upon written notice to the other Party, in the event of (i) breach by the other Party of any of terms of the Order and the Terms and its failure to remedy the breach within thirty (30) days from the date of the written notice from the non-defaulting Party specifying such breach; or (ii) either Party becomes insolvent, or a petition in bankruptcy or some equivalent shall be filed by or against it, or if either Party shall make any assignment for the benefit of creditors, or a receiver for all or a substantial portion of the property of either Party shall be appointed; or (iii) either Party ceases to carry on its business.

   於下列情形，一方可書面通知他方後立即終止全部或部分之訂單：(i)一方違反訂單條款及本通用條款且經他方以書面通知請求改善後之30日內而未能改善者；或(ii)一方破產、提交破產申請、或其他相類似於破產之申請；或一方因債權人之權利應為任何轉讓；或一方之全部或主要部分財產經指定管理人；或(iii)一方停止業務。

b. (b) Buyer may terminate all or any part of the Order, without liability to Supplier, if Supplier: (i) repudiates, breaches or threatens to breach any of the terms of the Order and the Terms; or (ii) fails or threatens not to deliver Goods or perform services in connection with the Order; or (iii) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Goods; or (iv) enters or offers to enter into a transaction that includes a sale of a substantial portion of Supplier's assets used for the provision of the performance of the Order or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier; or (v) fails to remain

competitive with respect to quality, technology, delivery or pricing of Goods. Supplier will notify Buyer within ten (10) days after entering into any negotiations that could lead to the situation specified in Subsection (iv) above.

於下列情形，買方得終止訂單之全部或部分，而無需對供應商負責：(i) 供應商拒絕、違反或威脅違反訂單之任何條款及本通用條款；或(ii) 供應商未能或威脅不提供與訂單有關之本產品或服務；或(iii) 供應商未能取得進展或滿足合理的品質要求，從而有無法及時且適當完成或提交本產品之虞；或(iv) 供應商進行或提出進行一項交易，包括出售供應商用於提供履行訂單之大部分資產，或合併、出售或交換股票或其他股權，從而導致供應商之控制權發生變化；或(v) 供應商在本產品的品質、技術、交付或定價方面未能保持競爭力。供應商應在進行任何可能導致上述(iv)款情形發生之談判後10天內通知買方。

30. Termination at will.

In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may, at its option and in its sole discretion, terminate all or any part of the Order at any time and for any reason upon thirty (30) days' prior written notice without any liability, compensation and or indemnity to Supplier. If Buyer purports to terminate an Order for cause under Section 29 or otherwise and it is later determined that such cause or reason was lacking, such termination shall be deemed a termination at will under this Section.

任意終止 除其他買方取消或終止訂單之權利外，買方可自行決定在任何時候以任何理由提前30日以書面通知供應商終止本訂單之全部或任何部分，買方不因此對供應商負擔任何責任、賠償或補償。如果買方主張依第29條或其他原因終止訂單，但其後確定不存有該原因或理由，則該終止應視為依本條而為之任意終止。

31. Effect of Termination.

In the event of early termination of the Order, Buyer shall only be liable to pay Supplier for Goods completed up to the effective date of termination. Supplier shall promptly refund to Buyer any Purchase Price paid in advance or in excess of Goods actually completed prior to the effective date of termination. This provision shall be without prejudice to any right or remedy, which Buyer may be entitled under applicable laws for damages and losses suffered as a result of early termination of the Order. In the event of early termination of the Order for any reason whatsoever, Supplier shall within two (2) weeks from the effective date of termination, provide Buyer with a detailed handover report on the Order performed as at the date of termination so as to facilitate the completion of the Order by Buyer.

終止效果 若訂單因任何理由而提前終止，買方僅就供應商於訂單終止日前完成之本產品部分負有付款義務。供應商應即時退還買方任何提前預付或超過訂單終止日止已完成之本產品之採購費。本條款應不影響任何買方於法律規定得主張其因訂單提前終止所致損害賠償或損失之權利或救濟。若訂單因任何理由而提前終止，供應商應於訂單終止日起兩個星期內，提供買方關於訂單履行至終止日之詳盡交接報告，以利買方完成訂單。

32. Transition of Supply.

In connection with the expiration or termination of the Order by either party, in whole or in part and for any reason, or Buyer's decision to change to an alternate source of Goods, Supplier will, when requested by Buyer, cooperate in the transition of supply, including, without limitation, the following transition support: (i) following termination, Supplier will continue production and delivery of all Goods as ordered by Buyer, at the prices and other terms stated in the Order, without premium or other condition, during the entire period needed by Buyer to complete the transition to the alternate supplier(s); (ii) at no cost to Buyer, Supplier will promptly provide all requested information and documentation regarding and access to Supplier's manufacturing process; and (iii) subject to Supplier's reasonable capacity constraints, Supplier will provide special overtime production and other special services as expressly requested by Buyer. Buyer will, at the end of the transition period, pay the reasonable, actual cost of transition support as requested and incurred, provided that Supplier has advised Buyer prior to incurring such amounts of its estimate of such costs and received Buyer approval in writing.

過渡 在訂單到期、任一方以任何理由終止全部或部分訂單、或買方決定透過其他來源來替代之情形，供應商應根據買方要求，在過渡方面進行合作，包括但不限於以下過渡支援：(i)在終止後，供應商應根據買方要求，在買方為完成供應商轉換之所需期間，按照訂單規定之價格和其他條款繼續生產和交付買方訂購之本產品，且不收取任何費用或附加

任何條件；(ii)在不增加買方成本之情況下，供應商應及時提供及准許閱覽所有經請求之有關製造過程之資訊及文件；以及 (iii)在供應商合理能力範圍內，提供買方特殊加班生產和其他要求之特殊服務。買方將在過渡期結束時依要求支付合理、實際產生之費用，前提是供應商在產生此類費用前已告知買方此類費用之估計數額，且獲得買方書面同意。

33. Force Majeure.

Neither Party shall be liable to the other for any failure to fulfill its obligations under the Order to the extent that such failure is attributable to "force majeure". The affected Party shall within seven (7) days from the occurrence of the force majeure event, inform the other Party of the force majeure event, by registered mail with return receipt requested, and shall use its best endeavors to overcome such difficulties. "Force majeure" shall mean any event or circumstance that is beyond the reasonable control of the affected Party, including act of God, strike, lock-out, act of a public enemy, war, terrorist act, blockade, riot, civil commotion and governmental restraints. During any delay or failure to fulfill its obligations by Supplier, Buyer may purchase substitute Goods from other available sources, in which case the quantities under such Order will be reduced by the quantities of such substitute Goods and Purchase Price under such Order will be reduced proportionally. If after one (1) month the force majeure event persists, either Party may terminate the Order in writing by registered mail with return receipt requested. Termination will be effective on the date of delivery of the registered letter.

不可抗力 因「不可抗力」之原因，而使一方不得依訂單履行其義務時，該方不應對他方負擔任何責任。自不可抗力事件發生後7日內，該受不可抗力事件影響之一方應利用具回執功能之掛號郵件通知他方該不可抗力事件，且應盡其最大努力以克服困難。「不可抗力」係指超過受不可抗力事件影響之一方得合理控制之範圍，如以下之情況或事件，包括天災、罷工、停工、公敵行為、戰爭、恐怖主義行為、封鎖、暴動、內亂和政府管制。在供應商延遲或未能履行其義務之期間，買方可從其他來源購買以替代本產品，於此情形，該訂單之訂購數量將依買方取得之替代品數量減少且採購費將按比例減少。若不可抗力事件持續達一個月，任一方有權透過具回執功能之掛號郵件書面終止訂單。訂單之終止自該掛號郵件送達時生效。

34. Assignment.

Supplier shall not assign or subcontract any or all of its rights or obligations under the Orders to any third party without Buyer's prior written consent. Any assignment made in violation of this Section will be void and of no effect. Notwithstanding approval from Buyer, Supplier shall remain fully responsible for all activities of its assignee or subcontractor and remain fully responsible for the performance of its obligations under the Order. Buyer may assign any of its right or obligations under the Order to any party.

轉讓 非經買方事前書面同意，供應商不得將其於訂單之權利或義務轉讓或轉包予第三人。任何違反本條規定之轉讓均無效且不生效力。縱使已取得買方事前之同意，供應商仍應對其受讓人或分包商之所有行為負完全之責任，並應就其因訂單所承擔之義務負完全之責。買方得將訂單之權利及義務轉讓予任何人。

35. Independent Contractor.

Supplier is an independent contractor and it and its staff performing service to Buyer shall not be considered or deemed to be an agent, employee or a partner of Buyer. Supplier shall have no authority to bind Buyer in any manner and shall not represent itself as an agent of Buyer or as otherwise authorised to act for or on behalf of Buyer.

獨立承包商 供應商為一獨立之承包商，供應商及其提供服務予買方的員工不應被認為或視為買方之代理人、員工或合夥人。供應商無權以任何方式拘束買方，亦不應以買方之代理人，或以代表買方之其他授權名義為任何行為。

36. Entire Agreement and Modification.

The Order, together with the Terms, attachments, exhibits, supplements or other terms of Buyer specifically referenced in the Order, contains the entire agreement between the Parties and cancels and supersedes any and all prior agreements or understandings, oral or written, between the Parties with regard to the subject matter. Unless otherwise specified in the Terms, any modification to the Order shall be effective only if made in writing by way of an amendment to the Order and signed by both Parties. Buyer may modify the Terms from time to time, without separate and individual notice to Supplier, by posting revised Standard Terms and Conditions of Purchase to Buyer's Website prior to

the date when any modified terms and conditions become effective. Such revised terms and conditions shall apply to all purchase order revisions/amendments and new Order issued on or after the effective date of the revised terms and conditions.

完整合約及修改 訂單連同本通用條款、附件、附錄、補充或其他買方於訂單特別提及的其他條款，構成雙方完整之合約，且取消並取代任何及所有先前雙方與訂單標的相關之約定或意思表示，不論其口頭或書面之形式。除本通用條款另有約定，非經過雙方以修訂案形式書面簽署之合約，任何對訂單之修改不生效力。買方得以在任何修改後的條款和條件生效前，透過在買方網站上發佈修改後之《採購通用條款及條件》方式來修改本通用條款，且不需要另外及單獨地通知供應商。此修訂之條款和條件應適用於修訂條款和條件生效之日或之後發出之所有修訂/修正之採購訂單和新訂單。

37. No Implied Waiver.

The failure of any Party at any time to insist upon strict performance of any provision of the Order shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other provision at a future time. No waiver by either Party of a breach of any term of the Order by the other Party shall constitute a waiver of any other breach of the Order.

無默示棄權 若一方並未堅持嚴格履行訂單條款，不應視為放棄或捨棄其於將來嚴格履行相同或其他條款之權利。任一方捨棄對他方違約之行為為主張，並不構成該方捨棄對其他違約行為之主張。

38. Survival.

Notwithstanding the expiration or termination of the Order, the provisions of Sections 14(a), 14(c), 17, 18, 19, 21, 24, 25, 26, 31, 32, 35, 38, 39 and 42 hereof shall remain effective.

存續條款 縱訂單有效期間屆至或業經終止，以下規定仍應持續有效：第14(a)、14(c)、17、18、19、21、24、25、26、31、32、35、38、39及42條。

39. Severability.

Should any term of the Order be held to be invalid or unenforceable under applicable law, the validity and enforceability of the other terms of the Order shall not be affected as long as the economic and legal substance of the transactions contemplated hereby are not affected in any material adverse manner on any Party. Upon such determination of invalidity or unenforceability, the Parties shall negotiate in good faith a new term that reflects the original intent of the Parties to the fullest extent permitted by applicable law.

可分割性 於訂單條款部分被視為無效或依法律規定不可實行者，若所欲進行交易之經濟及法律之實質未對訂單之任何一方產生重大不利之影響，訂單其他條款之效力與可實行性則不因之無效。就上開有關訂單條款無效或不具實行之決定，雙方應真誠地協商新條款，以期於法律規定之範圍內，反映雙方最接近原始締約之原意。

40. Notice.

Unless otherwise expressly provided in the Order, all notices and other communications shall be in writing, in the English language and shall be sent by hand delivery (with written confirmation of receipt), internationally recognized courier service (with written confirmation of receipt), facsimile (receipt of which is confirmed by telephone and written receipt), or registered mail with return receipt requested, to the addresses stated in the Order or other documents, or to such other address as either Party may notify the other from time to time.

通知 除訂單另有規定外，所有之通知及溝通應以書面方式及英文為之，並應由專人送達（有書面送達證明）；或國際認可之快遞服務（有書面送達證明）；傳真（有書面或電話送達證明）；或附有回執之掛號郵件；上開通知及溝通應寄至訂單或其他文件中規定之地址或寄至一方已通知他方變更之地址。

41. Language.

The Terms are written into in both English and Chinese versions. Notwithstanding the above, the Parties agree that the appendices (if any) may be made in either Chinese language and/or English language. In the event of any differences in interpreting the English and Chinese version, the English version shall prevail.

語言 本通用條款係同時以英文及中文版本記載，儘管如此，雙方同意附件（如有）可以中文及/或英文版本製成。對於英文及中文版本之解釋發生爭議時，以英文版本為準。

42. Governing Law and Dispute Resolution.

The Order and the Terms shall be governed by the laws of Hong Kong Special Administrative Region expect Article 25, 49, 53-65 of CISG, and without regard to its conflict of laws principles. The parties will endeavor to resolve any dispute, claim or controversy arising out of or relating to the Order and the Terms through amicable consultations for thirty (30) days. If the dispute cannot be resolved through such friendly consultations, it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules (the "HKIAC Rules") in force when the notice of arbitration is submitted. For disputes involving amounts of more than US$1 million dollars, the arbitration shall be carried out by a panel of three arbitrators with one arbitrator being appointed by the initiating Party, one arbitrator being appointed by the responding Party and the third arbitrator, who will preside, being selected by mutual agreement of such two arbitrators. In the case of disputes involving amounts of US$1 million dollars or less, the parties will agree upon a single arbitrator. If any arbitrator is not appointed within the period prescribed by the HKIAC Rule, as the case may be, such arbitrator will be appointed by HKIAC. All arbitration proceedings shall be confidential. The arbitration proceedings shall be conducted, and the award will be rendered, in the English language. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The losing party, as determined by the arbitral tribunal, will bear the reasonable attorneys' fees and expenses incurred by the prevailing party in connection with the dispute, as determined by the arbitral tribunal. All other costs and expenses will be borne by the party incurring such costs and expenses. The governing laws of this arbitration agreement is the laws of the Hong Kong Special Administrative Region. Notwithstanding the foregoing, Supplier acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, Buyer's right to seek injunctive relief, interim relief equitable remedies, or commence proceedings arising out of, or in connection with, the validity, interpretation and/or performance of the Order, or to resolve any dispute involving the ownership, contracting, use, lease, licence, infringement and enforcement of any intellectual property rights or the payment relating to such rights and any other subject matter not arbitrable by nature or not considered as arbitrable by nature, before any competent court in any jurisdiction.

管轄法及爭議解決 訂單及本通用條款以香港特別行政區法律為管轄法，除銷售公約第25、49、53至65條外，並排除衝突法則之適用。雙方將努力通過為期30天的友好協商以解決因訂單及本通用條款引起或與之相關的任何爭議、索賠或分歧。如果爭議無法通過此類友好協商解決，則應提交由香港國際仲裁中心管理的機構仲裁，並按照提交仲裁通知時有效的香港國際仲裁中心機構仲裁規則最終解決。如爭議金額高於100萬美元，仲裁庭將由三名仲裁人組成：由發起方指定一名仲裁人，被發起方指定一名仲裁人，第三名仲裁人將由雙方指定的仲裁人選出並主持之。如爭議金額等於或少於100萬美元，雙方將約定由一名仲裁人處理。如果任何仲裁人未能在香港國際仲裁中心機構仲裁規則規定的期限內指定，該仲裁人將由香港國際仲裁中心視情況指定。仲裁程序應為保密。仲裁程序及仲裁判斷將以英文進行及作出。仲裁人的仲裁判斷任何具有管轄權之法院執行。敗訴方將承擔勝訴方與爭議相關之合理律師費和支出（由仲裁庭確定）。所有其他成本和支出將由產生此類成本和支出之該方負擔。本仲裁協議的管轄法律為香港特別行政區法律。儘管有上述規定，供應商承認並同意，上述內容不應阻礙、限制或以其他任何方式限制買方在任何司法管轄區內向任何有管轄權之法院尋求法令救濟、臨時救濟、衡平法上補救措施，或啟動與訂單之有效性、解釋和/或履行有關的程序，或解決任何涉及約定建立、使用、出租、授權特許、侵犯及執行智慧財產權所有權或有關該等權利及其他不能被仲裁或根據性質不視作可被仲裁的事項的付款之爭議。