

General Conditions of Procurement (Taiwan)

Tai Young Nylon Co., Ltd. • 25 Daye St., Daliao Dist., Kaohsiung City 83162, Taiwan • VAT-ID: 22662221

1 General

- 1.1 These Conditions shall be an integral part of the offer submitted by supplier (“**Seller**”) to Envalior (“**Buyer**”) and the contract between Buyer and Seller and of all future purchase or work and materials supply contracts with the Seller.
- 1.2 Conflicting or deviating conditions of delivery stipulated by Seller or other reservations made by Seller shall not be deemed accepted unless Buyer has expressly accepted them in writing for a specific order.
- 1.3 Any amendments or side agreements shall not be effective unless Buyer has accepted them in writing.

2 Seller’s Offer

- 2.1 Seller’s offer shall cover exactly the quantities and qualities specified in Buyer’s request and shall expressly state any potential deviation from Buyer’s request.
- 2.2 The offer shall be submitted free of charge and without any obligation being imposed on Buyer. Remuneration for offer submission or cost estimates must be agreed in writing.
- 2.3 Seller shall notify Buyer in writing without undue delay if Seller has technical concerns or is aware that Buyer’s requisition is (potentially) incomplete or has errors.

3 Conclusion of Contract

- 3.1 A contract is concluded between Buyer and Seller when Buyer places a purchase order based on a Seller offer, or upon execution of a purchase agreement.
- 3.2 Orders and alterations to orders shall be made in writing (exchange of email suffices). In case of doubt, verbal agreements, or arrangements discussed over the phone shall only be binding if confirmed in writing.
- 3.3 Upon receipt of Buyer’s purchase order, Seller shall immediately check the order for detectable errors, ambiguities, incompleteness, and unsuitability of the specifications selected by the Buyer for the intended use. Seller shall inform Buyer immediately of any necessary changes or clarifications to the order.
- 3.4 Each order or alteration to an order shall be confirmed by Seller in writing.
- 3.5 Seller shall always state Buyer’s order number in all correspondence with Buyer, including any invoice.
- 3.6 An existing contract may only be amended in written form. Any waiver of this requirement must be in written form. For the avoidance of doubt, the written form requirement is met when electronic documents with facsimile signatures are exchanged or when the Parties use a standard online document signature service or requisition tool (such as SAP).

4 Shipment

- 4.1 Unless agreed otherwise, Seller shall deliver any goods to the agreed Buyer facility according to Incoterms DAP.
- 4.2 When Seller dispatches the goods, Seller shall send Buyer dispatch notes for each consignment separately from the goods and invoice. All goods shall also be accompanied by a delivery note and packing slip.
- 4.3 If the goods are sent by ship, the shipping papers and invoice shall state the name of the shipping company and of the ship.
- 4.4 Seller shall choose the mode of transport most favorable and most suitable for Buyer. Seller shall show in full the order reference number and point of unloading specified by Buyer in all dispatch notes, delivery notes, packing slips, bills of lading and invoices, on the outer packaging of the goods and elsewhere if appropriate.
- 4.5 Seller shall always label, pack and ship dangerous goods in compliance with the appropriate national or international regulations. The accompanying documents shall show not only the risk category but also any further particulars required by the appropriate transport regulations.
- 4.6 Seller shall reimburse Buyer for any additional costs incurred by Seller’s noncompliance with the provisions in this section.
- 4.7 Any consignments of which Buyer is unable to take delivery because of Seller’s non-compliance with these provisions shall be stored at Seller’s expense and risk. Buyer shall have the right to ascertain the contents and condition of such consignments.

Construction tools and equipment shall not be loaded together with goods.

5 Insurance

- 5.1 Seller shall take out at his own expense adequate liability insurance to cover damages resulting from services rendered or goods delivered to Buyer. Upon Buyer’s request, Seller shall submit insurance certificate copies.
- 5.2 Seller shall insure any machines, tools, and other items loaned to Buyer against the risk of loss or damage. Buyer shall not be liable for damage or loss of these items caused by slight negligence.

6 Suspension and Termination

- 6.1 Buyer is entitled to suspend the performance of its obligations in whole or in part or to terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Seller a) in case Seller has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial parts of its business, is subject of a court order or preventative legal scheme of settlement, b) in case of non-compliance with section 18, or c) for convenience by written notice to Seller in which case Buyer and Seller shall negotiate reasonable termination charges limited to Seller’s inevitable costs of materials and labor incurred to the date of termination.

7 Delivery

- 7.1 Unless otherwise stipulated in the order, the place of performance shall be the point of delivery specified by Buyer.
- 7.2 The agreed delivery timeline commences on the date of Seller’s receipt of Buyer’s purchase order.
- 7.3 Early or partial deliveries require Buyer’s written consent.
- 7.4 If Seller believes he cannot meet, or meet in time, any of his contractual obligations, he shall inform Buyer thereof without undue delay, stating the reasons and the estimated delay duration.
- 7.5 Title to and risk in any delivered goods shall pass to Buyer upon delivery at the point of delivery specified by Buyer, or acceptance, if applicable.

8 Inspection of Deliveries

- 8.1 Upon receipt of a delivery, Buyer shall examine whether the delivery corresponds to the order. Buyer shall also examine the shipment for apparent defects.
- 8.2 If Buyer discovers any deficiency during these inspections or at any later stage, he shall inform Seller accordingly.

9 Testing

- 9.1 This section applies only if Seller’s goods are subject to testing by Buyer.
- 9.2 Seller shall inform Buyer not less than one week in advance of the date on which the goods will be ready for testing and shall agree with him a test date.
- 9.3 Seller shall bear the costs of such tests, including his own personnel costs, but excluding Buyer’s personnel costs.
- 9.4 If the test fails or cannot take place due to Seller’s fault, Seller shall bear Buyer’s personnel costs.
- 9.5 Seller shall bear all costs for the material certificates required for the primary materials.

10 Work on Buyer’s premises

- 10.1 If Seller performs assembly, construction or maintenance work on Buyer’s premises, Seller’s personnel shall observe Buyer’s safety and conduct regulations for contractors. If Seller’s staff does not receive these regulations from Buyer, it must request them from Buyer’s staff.
- 10.2 Buyer shall not be liable for any of Seller’s items that his personnel brought onto Buyer’s premises.
- 10.3 When working on Buyer’s premises Seller shall comply with all applicable safety, health, and environmental instructions, avoid soil and groundwater pollution, limit air and noise pollution on Buyer’s site, and comply with Buyer’s site, site access, and IT-regulations. Seller must, at its own cost, arrange for

proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Customer and/or English, to work in a safe, healthy, and environmentally responsible manner.

11 Production Documents and Tools

- 11.1 All drawings, standards, guidelines, methods of analysis, recipes and other documents supplied by Buyer to Seller for the manufacture of the goods, as well as any such documents prepared by Seller according to special instructions from Buyer, shall remain Buyer's property and shall not be used for any other purpose, reproduced, or made available to third parties by Seller. Seller shall, if so requested, return them to Buyer without undue delay.
- 11.2 Seller shall supply to Buyer in good time, at no extra cost to Buyer and without being specially requested to do so, all documents needed by Buyer for the use, erection, installation, processing, storage, operation, servicing, inspection, maintenance, or repair of the goods supplied.
- 11.3 Whenever Buyer specifies standards or regulations, the latest version shall apply. Upon Buyer's request, Seller shall supply Buyer with his works standards and regulations.
- 11.4 Molds, models, tools, films, etc. that Seller produced to execute the order shall become Buyer's property upon payment, even if they remain in Seller's possession. Seller shall be obliged to hand them over to Buyer upon request.

12 Invoicing

- 12.1 Seller's invoiced line-items, quantities and prices shall correspond to (and not exceed) Buyer's purchase order.
- 12.2 Any additional or deleted services or supplies shall be stated separately in the invoice.
- 12.3 Should Seller reduce his prices or grant better conditions to all customers after Buyer has placed his order and before delivery, Seller shall procure that these reduced prices and improved conditions are reflected in his invoice.

13 Payment, Assignment of Claims

- 13.1 Unless otherwise agreed, payments shall be due 90 days after delivery and receipt of invoice.
- 13.2 Payment does not represent an acknowledgement that Seller performed as contractually agreed.
- 13.3 Seller may only assign or transfer any contractual claims with Buyer's written permission. Buyer may assign this agreement to an affiliated company, meaning any entity which directly or indirectly controls, is directly or indirectly owned, or controlled by, or under common control with Buyer.

14 Warranty and Defect Remediation

- 14.1 Seller warrants the proper functioning of the goods and warrants that the goods will be in conformity with the specifications and requirements, be unused, of certified materials and workmanship, free from all defects and from all liens and encumbrances, pledge or right of retention and suitable for the intended purpose by Buyer. For services, Seller warrants that the quality and the intended results of the services shall conform to the specifications and other requirements as agreed between the Parties. Seller shall perform the services in accordance with the requirements and specifications of the agreement, observing due skill and care, using proper and well-maintained materials, and employing sufficiently qualified staff. These warranties shall survive any delivery, check, acceptance, and payment by Buyer.
- 14.2 Seller shall promptly repair or replace all goods during a period of two years after the date of delivery or the date of first operational use, whichever date is later.
- 14.3 Buyer shall notify Seller of any defects in the delivered goods or the provided services as soon as they are discovered in the regular course of business.
- 14.4 If Buyer identifies a deficiency in Seller's delivery at any time until the warranty expires, Seller must at his expense and at Buyer's reasonable discretion either remediate the deficiency or reperform delivery within a reasonable period set by Buyer.

For the avoidance of doubt, Buyer may claim further remedies under statutory law.

- 14.5 If Seller does not meet a reasonable remediation deadline set by Buyer or if such deadline is not necessary or not feasible because of an urgent need for the delivery, Buyer shall be entitled to procure the delayed goods from an alternative source at Seller's expense.
- 14.6 If Seller is notified of a defect, the warranty period shall be extended by the time between such notification and the defect remediation. If Seller replaces the faulty goods, the warranty period shall begin anew; if the goods are partially replaced, this only applies for the replaced portions.

15 Quality Assurance

- 15.1 Seller shall maintain a state-of-the-art quality assurance system. Buyer and third parties nominated by Buyer shall be entitled to audit Seller's quality assurance system during normal business hours by serving two weeks advance written notice, and subject to a confidentiality agreement.

16 Confidentiality

- 16.1 Seller shall treat as confidential any Buyer-supplied documents, data, terms of reference, business processes or other information. Seller shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Seller shall use this information exclusively for the purpose of performing the deliveries and services. For the avoidance of doubt, this shall not preclude Seller from subcontracting.
- 16.2 Seller must obtain Buyer's written consent before publishing the business relationship in any marketing material.

17 Intellectual Property Indemnification

- 17.1 Seller shall indemnify and hold harmless Buyer from any claims and costs raised by a third party against Buyer that relates to an (alleged) infringement of intellectual property rights if Buyer uses Seller's goods and services in conformance with Seller's specifications.
- 17.2 Any license fees that Buyer requires for the proper contractual use of Seller's products and services shall be borne by Seller.

18 Compliance with Laws, Code of Conduct

- 18.1 Seller shall comply with all applicable laws and regulations.
- 18.2 Seller shall also comply with Buyer's Supplier Code of Conduct as published at www.envalior.com/CoC.
- 18.3 Should Seller breach his obligations under the CoC and should Seller be unable to remediate a reported breach within a reasonable time, Buyer shall be entitled to terminate the applicable agreement for cause.
- 18.4 The delivered goods must conform to the conditions of origin specified in the preferential agreements of the EEC, unless the order confirmation expressly states otherwise.
- 18.5 Seller shall comply with all relevant chemical control regulations applicable to the delivered goods and shall provide to Buyer all applicable substance (pre-)registration numbers.

19 Applicable Law

- 19.1 Customary trade terms shall be interpreted in accordance with Incoterms 2020.
- 19.2 The laws of Taiwan, excluding its conflict of law rules, shall apply.
- 19.3 If the Parties cannot amicably resolve a dispute concerning this Agreement within a period of 30 days, either Party may initiate arbitration proceedings with the Chinese Arbitration Association, Taipei for arbitration in Kaohsiung in accordance with the ROC Arbitration Law and the Association's Arbitration Rules. The arbitration language shall be Chinese.
- 19.4 The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 19.5 These Conditions are provided in English and in Chinese language. In case of any discrepancies or conflicts between the two versions, the English version shall prevail.

通用採購條款（台灣）

恩驊力工程材料_太洋尼龍股份有限公司

1 一般條款

- 1.1 本條款應成為供應商（“賣方”）向恩驊力（“買方”）提交的要約、買方和賣方之間的合同以及此後與賣方簽訂的所有採購或工作和材料供應合同的組成部分。
- 1.2 買方不接受賣方提出的衝突或有差異的交付條款或賣方提出的其他保留條款，除非買方就某一具體的訂單以書面形式明確接受。
- 1.3 除非買方以書面形式接受，否則任何修訂或補充協議均不生效。

2 賣方要約

- 2.1 賣方的要約應準確包含買方要求中指定的數量和品質，並應明確說明任何與買方要求存在偏差之處。
- 2.2 要約應免費提供，買方無需承擔任何義務。提交要約或成本估算的報酬必須以書面形式約定。
- 2.3 若賣方有技術問題或意識到買方的要求（可能）不完整或有錯誤，賣方應立即以書面形式通知買方，不得無故拖延。

3 合同的訂立

- 3.1 當買方根據賣方要約發出採購訂單或雙方簽訂採購協定時，買方和賣方之間訂立合同。
- 3.2 訂單和訂單的變更應以書面形式作出（電子郵件足以構成書面形式）。在出現疑問時，口頭協定或通過電話討論的事宜僅在以書面形式確認後才具有約束力。
- 3.3 收到買方的採購訂單後，賣方應立即檢查訂單是否存在可察覺的錯誤、歧義、不完整以及買方所選規格不適用預期用途的情況。賣方應立即通知買方對訂單進行任何必要的更改或澄清。
- 3.4 每份訂單或訂單的變更均應由賣方書面確認。
- 3.5 賣方在與買方的所有往來函件（包括發票）中應始終標明買方的訂單號。
- 3.6 已訂立的合同只能以書面形式進行修改。對該要求的放棄必須以書面形式提出。為避免疑義，交換帶有影印簽名的電子檔或雙方使用標準線上檔簽名服務或申請工具（例如 SAP），可滿足書面形式的要求。

4 裝運

- 4.1 除非另有約定，賣方應根據國際貿易術語 DAP（目的地交貨）將任何貨物交付至約定的買方工廠。
- 4.2 當賣方發貨時，賣方應將每批貨物的發貨單與貨物和發票分開寄送給買方。所有貨物還應附有交貨單和裝箱單。
- 4.3 如果貨物通過船舶運輸，運輸單據和發票應注明船運公司和船舶的名稱。
- 4.4 賣方應選擇對買方最有利和最適合的運輸方式。賣方應在所有發貨單、交貨單、裝箱單、提單和發票、貨物外包裝以及其他適當的地方完整顯示買方指定的訂單號和卸貨點。
- 4.5 賣方應始終按照適用的國家或國際法規對危險貨物進行標記、包裝和運輸。隨附檔不僅應顯示危險類別，還應顯示相應運輸法規要求的任何其他特定內容。
- 4.6 賣方應補償買方因賣方不遵守本節規定而產生的任何額外費用。
- 4.7 由於賣方不遵守規定而導致買方無法提貨，貨物的倉儲費及風險應由賣方承擔。買方有權查明該托運貨物的內容和狀況。建築工具和設備不得與貨物混裝。

5 保險

- 5.1 賣方應自費購買足額的責任保險，以承保向買方提供服務或交付貨物所造成的損失。根據買方的要求，賣方應提交保險單證的副本。
- 5.2 賣方應對租借給買方的任何機器、工具和其他物品投保，以防丟失或損壞的風險。對於因輕微疏忽而造成的這些物品的損壞或丟失，買方不承擔任何責任。

6 暫停和終止

- 6.1 在下列情況下，買方有權暫停履行全部或部分義務，或終止協定並立即生效，且不影響其主張損害賠償的權利，也無需對賣方做出任何賠償或補償：(a) 賣方被宣告破產、處於清算狀態、終止或暫停其全部或實質部分的業務、受限於法院執行令或預防性法律和解措施，(b) 未能遵守第 18 條，或 (c) 經書面通知賣方而便利終止協定，在此情況下，買方和賣方應協商合理的終止費用，但僅限於賣方在終止之日前發生的不可避免的材料和人工成本。

7 交貨

- 7.1 除非訂單另有規定，否則履行地點應為買方指定的交貨地點。
- 7.2 約定的交貨時限自賣方收到買方採購訂單之日起算。
- 7.3 提前或部分交付須經買方書面同意。
- 7.4 如果賣方認為自己無法履行或無法按時履行任何合同義務，應立即通知買方，不得無故拖延，並說明原因和預計的延誤時間。
- 7.5 任何已交付貨物的所有權和風險應在貨物交付至買方指定的交貨地點或者驗收（如適用）時轉移。

8 交貨檢驗

- 8.1 買方收到貨物後，應檢查貨物是否與訂單一致。買方還應檢查貨物是否存在明顯缺陷。
- 8.2 如果買方在檢查期間或後續任何階段發現任何缺陷，應相應通知賣方。

9 測試

- 9.1 本節僅適用於賣方貨物須經買方檢驗的情況。
- 9.2 賣方應至少提前一周通知買方貨物可供測試的日期，並與買方商定測試日期。
- 9.3 賣方應承擔此類測試的費用，包括己方人員費用，但不包括買方的人員費用。
- 9.4 如果由於賣方的過錯導致測試失敗或無法進行，賣方應承擔買方的人員費用。
- 9.5 賣方應承擔主要材料所需的材料證書的所有費用。

10 在買方場所工作

- 10.1 如果賣方在買方場所進行組裝、施工或維護工作，買方人員應遵守買方的承包商安全和行為規定。如果賣方工作人員沒有從買方處收到這些規定，則必須向買方工作人員索取這些規定。
- 10.2 對於賣方人員帶入買方場所的任何賣方物品，買方不承擔任何責任。
- 10.3 在買方場地工作時，賣方應遵守所有適用的安全、健康和環境指令，避免土壤和地下水污染，減小買方場地的空氣和噪音污染，並遵守買方場地、場地出入和資訊技術規定。賣方必須自費安排適當和安全的運輸和設備，以及熟練和合格的員工，掌握客戶當地語言和/或英語，以安全、健康和對環境負責的方式工作。

11 製造有關的文件和工具

- 11.1 買方向賣方提供的用於製造貨物的所有圖紙、標準、指南、分析方法、配方和其他檔，以及賣方根據買方的特別指示準備的任何此類文件，均應屬於買方的財產，賣方不得將其用於任何其他目的、複製或提供給協力廠商。如果買方提出要求，賣方應將這些檔歸還買方，不得無故拖延。
- 11.2 無需買方提出特別要求的情況下，賣方應及時向買方免費提供買方所用貨物的使用、架設、安裝、加工、存儲、操作、服務、檢驗、維護或修理所需的所有檔。
- 11.3 如果買方指定了具體的標準或規定，則應適用最新版本。當買方要求時，賣方應向買方提供其工作標準和規定。
- 11.4 賣方為執行訂單而生產的模具、模型、工具、底片等在付款後即成為買方的財產，即使它們仍被賣方佔有。賣方有義務應買方要求將其移交給買方。

12 發票

- 12.1 賣方開具發票的項目、數量和價格應與買方的採購訂單相對應（且不得超出）。
- 12.2 任何附加或刪除的服務或供貨應在發票中單獨說明。
- 12.3 如果賣方在買方發出訂單後且交貨前降低價格或給予所有客戶更優惠的條件，賣方應確保這些降低的價格和優惠的條件反映在賣方的發票中。

13 付款、債權轉讓

- 13.1 除非另有約定，款項應在貨物交付並收到發票後 90 日內支付。
- 13.2 付款並不代表確認賣方已按照合同約定履行義務。
- 13.3 賣方僅可在買方書面同意的情況下轉讓或讓與任何合同債權。買方可將協議轉讓給關聯公司，即任何直接或間接控制買方、被買方直接或間接擁有、控制或與買方處於共同控制之下的任何實體。

14 保修和缺陷修復

- 14.1 賣方保證貨物具有良好的功能並保證與其規格和要求相符、未經使用、選料考究和做工精良、沒有任何缺陷且無任何留置和產權負擔、質押或所有權保留，並適用於買方預期的用途。就服務而言，賣方保證服務的品質和預期的結果應符合規格和雙方約定的其他要求。賣方應當按照協定的要求和規格提供服務，

恪盡應有的技能和謹慎，使用適當且維護良好的材料並僱傭充分適格的人員。該等保證在交付、檢查、驗收及買方付款後仍然有效。

- 14.2 自貨物交付或首次實際使用之日起（以較後日期為準）兩年期間內，賣方應當立即修復或替換任何貨物。
- 14.3 在日常業務過程中一旦發現交付的貨物或所提供的服務有任何缺陷，買方應立即通知賣方。
- 14.4 如果買方在保修期滿前的任何時間發現賣方交付的產品存在缺陷，賣方必須自行承擔費用並按照買方的合理判斷彌補缺陷或在買方規定的合理期限內重新交付貨物。為避免疑義，買方可根據法律規定主張進一步的補救措施。
- 14.5 如果賣方未能遵守買方設定的合理補救期限，或如果由於交貨急需，該等期限不必要或不可行，則買方有權從其他來源採購延遲的貨物，費用由賣方承擔。
- 14.6 如果賣方收到缺陷通知，則保修期應根據該通知起至缺陷修復之間的期間予以延長。如果賣方更換有缺陷的貨物，保修期重新開始計算；如果貨物被部分更換，保修期僅適用於被更換的部分。

15 品質保證

- 15.1 賣方應保持最先進的品質保證體系。經提前兩周書面通知並在遵守保密協議的前提下，買方及其指定的協力廠商有權在正常工作時間內對賣方的品質保證體系進行審核。

16 保密

- 16.1 賣方應將買方提供的任何檔、資料、條款、業務流程或其他資訊視為機密。賣方應僅向需要該資訊來履行其職責的員工提供保密資訊，並應確保該等員工負有對該資訊的保密義務。賣方應僅將該等資訊用於履行交付和服務的目的。為避免疑義，本條不影響賣方進行分包。
- 16.2 賣方在任何行銷資料中公佈業務關係之前，必須獲得買方的書面同意。

17 智慧財產權賠償

- 17.1 如果買方按照賣方的規格使用賣方的貨物和服務，而協力廠商對買方提出與智慧財產權侵權（指控）有關的任何索賠和費用，賣方應賠償買方並使買方免受損害。
- 17.2 買方依據合同適當地使用賣方產品和服務所需的任何許可費用應由賣方承擔。

18 遵守法律和行為準則

- 18.1 賣方應遵守所有適用的法律和法規。
- 18.2 賣方還應遵守發佈在 www.envalior.com/CoC 的買方供應商行為準則。
- 18.3 如果賣方違反行為準則規定的義務，且無法在合理時間內糾正違約行為，則買方有權以此終止相應的協議。
- 18.4 除非訂單確認書中明確有相反的約定，否則交付的貨物必須符合歐洲經濟共同體優惠協議中規定的原產地條件。
- 18.5 賣方應遵守適用於所交付貨物的所有相關化學品控制法規，並向買方提供所有適用的物質（預）註冊號。

19 適用法律

- 19.1 通常的貿易術語應根據《國際貿易術語解釋通則 2020》進行解釋。
- 19.2 本條款應適用台灣法律，但衝突法規則除外。
- 19.3 如果雙方不能在 30 日內友好解決本協議項下的爭議，任何一方均可向中華民國仲裁協會提起仲裁程序，依中華民國仲裁法及該協會之仲裁規則在高雄進行仲裁。仲裁程序應以中文進行並以中文作成仲裁判斷書。
- 19.4 《聯合國國際貨物銷售合同公約》不適用於本條款。
- 19.5 本條款以英文和中文提供，如果兩種語言版本出現不一致或衝突，應以英文版本為準。