

1. **單一採購訂單：**下列條款與條件及採購訂單（「**訂單**」）隨星展銀行提出的其他要求，已構成採購訂單指定收受人（「**供應商**」）與星展(台灣)商業銀行股份有限公司（「**星展銀行**」）間，對於供應與採購本契約列載之商品及/或服務（「**商品**」）的完整合意。供應商之書面確認或接受本訂單，或接受星展銀行之保證金（若有要求），或供應商或其代表行使任何符合接受訂單之其他行為時（以先發生者為準），均構成供應商無條件接受訂單及此不開放協商之條款與條件。供應商必須在各訂單提出日起三(3)天內，使用上述方式表示無條件確認或接受，否則，星展銀行無義務採購訂單上之商品。若任何供應商文件中提出之任何條款（包括但不限於任何訂單之接受或確認書、包裝清單、送貨單或發票）的目的，在於增加，不同於訂單條款或與其衝突時，應對雙方均無效、不具拘束力、不產生拒絕訂單之效力，亦不影響本契約具有拘束力之義務的有效性。如果將訂單視為接受供應商先前提出之要約，則此接受僅限於訂單上明確規定的條款與條件，且訂單應取代先前訂單之標的事項的所有相關優惠、討論及/或協議。星展銀行有權在供應商無條件接受訂單之前取消、更改或撤銷訂單。
2. **價格、發票與付款：**未經星展銀行事前書面同意，依據訂單供應之商品不得採用較訂單正面顯示之價格更高的金額開立發票。依據法律針對本契約應付款項徵收的所有商品與服務稅及加值型營業稅，均應由星展銀行根據星展銀行 **Coupa** 之**明細發票上反映的商品與服務稅(VAT)金額**負擔，而所有其他稅捐（包括代扣繳所得稅）、關稅、核定稅額、稅賦及規費則由供應商負擔。若任何政府針對本契約任何應付款項徵收任何代扣繳所得稅，則應由供應商承擔所有此類代扣繳所得稅，星展銀行將會從支付予供應商的付款金額中扣除此類稅額，然後將餘額電匯給供應商，而無義務將原該筆付款或支付代扣繳之金額返還供應商。除星展銀行另有書面指示外，供應商應於交付商品，並經星展銀行書面驗收後，開立發票向星展銀行請款。發票須逐項列出相關交通費、保險費及稅額。若價格從採購訂單中省略，價格為星展銀行自行決定的當時最低市價。包裝（包括重新包裝）、標籤、佣金、倉儲、裝箱或快速處理等費用，除非在訂單中明確約定，否則不予支付。星展銀行得針對依據訂單應付之所有款項進行扣款、交互計算或抵銷，包括因訂單或與供應商或其任何相關公司間之任何其他交易而產生的請求權。所有發票均應寄到星展銀行：[*]。星展銀行應於收到發票後三十(30)天內，依據下列原則進行付款：(a)所有付款均依據中華民國法律之規定進行，(b)所有發票均應(i)註明採購訂單號碼，(ii)一式兩份、(iii)檢附星展銀行相關授權人員正式簽名蓋章的證明文件、(iv)以約定之幣別提交。不符上述要求之發票將拒收，並退回供應商，且星展銀行在收到適當及更正後的發票之前，無須負擔支付任何此類款項的責任或義務，於此情況下，三十(30)天之付款期限，應自收到適當及更正後的發票之日算起。
3. **機密資訊：**星展銀行在訂單上提供給供應商的任何資訊或資料，包括所有財務、行銷、銷售、技術、營運、商業與人力資源資訊，以及所有營業秘密、業務計畫、專案、財務及/或契約安排、預測、會計與稅務紀錄、策略、模式、產品資訊、流程、公式、規格、規範、設計、圖說、重印本、設備、原型、預測、時間表、計畫、專門技術、產品或服務資訊、定價、星展銀行及其關係公司之客戶、委託人或供應商之資訊、其委託人、客戶與供應商之所有財務及帳戶資訊與資料及/或屬於該等委託人與客戶之財務及帳戶資訊與資料，以及星展銀行指定為機密而應保密，或依據揭露時之情況應視為機密的技術、營運、商業或私有資訊或其他資訊等，均應視為星展銀行的機密資訊（「**星展銀行機密資訊**」），並應保留為星展銀行的財產及保密，且應在星展銀行要求時，立即銷毀或返還星展銀行，惟在星展銀行機密資訊繼續被視為機密之前提供，供應商得為符合法定資料保存之規定保留一份副本。除法律要求外，除在嚴格「**需要知悉**」之前提下揭露予其員工外，未經星展銀行書面許可，供應商不得將任何星展銀行機密資訊揭露予任何人，但是供應商應要求上述員工瞭解及接受本條保密義務約束。除履行本訂單之目的外，供應商不得為任何其他目的而使用星展銀行機密資訊。供應商在執行本訂單期間，可能會接觸到星展銀行或其相關公司之客戶或委託人的資訊，供應商承諾，會嚴格遵守中華民國成文法與普通法在資料隱私及保密方面的規範，包括銀行法之銀行保密條文及中華民國主管機關規定的銀行保密條款，並會採取一切步驟，無限期為此類資訊嚴格保密。本條義務在訂單取消、終止或完成後，仍應持續有效。
4. **保證：**供應商明確保證：(a) 其擁有簽署訂單及履行本契約之義務的授權，(b) 依據訂單提供的所有商品均具有最高品質，且無材料及做工上的瑕疵，符合供應商行業最佳實務標準之所有品質保證標準與程序，並符合星展銀行所有相關規格及標準，(c) 商品適用於星展銀行的預定用途，(d) 依據訂單供應之所有商品均為全新、未曾使用，且包含全新零件，以及供應商擁有商品完善與附有保證之所有權，且未有任何保留權及其他物權負擔，(e) 依據訂單提供之任何服務均應由適任、熟練、有能力的合格人員，以適當、專業之方式進行。供應商應保障與保護星展銀行免於因其違反此第4條之保證規定，而遭受任何求償（包括產品責任未償與第三人求償）、損害、責任、損失、成本（包括賠償基礎上之法律費用）、損害賠償與費用，以及任何請求、訴訟或法律程序產生或涉及之責任。除上述保證責任外，供應商應將其自其供應商收到的所有保證，擴大至星展銀行及其相關公司、董事、高階人員、關係企業、代理人、客戶、員工與其他供應商。且供應商不得有任何做或不做為使此保證變為無效。星展銀行有權在供應商違反本條或任何其他訂單條款之保證規定時，行使訂單及法律規定之所有可主張的權利與救濟權。
5. **終止：**星展銀行得隨時書面通知供應商後，任意終止全部或部分訂單。遲延交貨、交付瑕疵或不符合訂單之商品，或未依約履行、未依據要求提供合理之未來履約保證，均得構成星展銀行立即書面通知供應商終止訂單之理由。若本契約因上述原因而終止，則供應商應負責因其違約或不履約產生的任何損害、損失、費用及成本。任一方對於因無法預期之事件或超出其所能合理控制之因素，而影響履約所在城市或國家一般公眾，而在其因錯誤過失之情況下無法履行訂單義務造成的遲延或無法履約情況時，無須對他方負責，包括但不限於天災、民事或軍事當局之干預、動亂、內亂、恐怖活動、戰爭、罷工、火災、洪水、傳染病、全國或全面性健康檢疫或其他災難等，但是，若供應商或其履約代理人之上述遲延或無法履約情況，持續超過星展銀行要求的交貨日期三十(30)天以上時，星展銀行得終止全部或部分訂單，無須對供應商負任何責任。**星展銀行應負擔訂單的損害賠償責任總額，不得超過已支付導致求償之商品的價格。**
6. **智慧財產權與智慧財產賠償：**任一方保留在接受採購訂單之前存在的或獨立於採購訂單而產生的智慧財產權的所有權利、所有權和權益。在採購訂單期限內，任一方得使用另一方擁有智慧財產權的資源或資料，惟限於行使該採購訂單之權利或履行義務而有必要者。除本條款與條件中規定的情況下，任何其他內容均不得解釋為一方向另一方隱含授與任何智慧財產權。供應商同意，星展銀行擁有在採購訂單過程中創建或開發的智慧財產權的所有權利、所有權和利益，包括任何一方擁有智慧財產權的材料的增強、修改或衍生作品。供應商保證、聲明並承諾：(a) 產品不侵犯任何第三方的任何智慧財產權或其他權利；(b) 供應商依本採購訂單使用或提供的資源或資料不會侵犯任何第三方的任何智慧財產權或其他權利；(c) 不會有何導致星展銀行侵犯任何第三方的任何智慧財產權或其他權利之作為或不作為（「**智慧財產權承諾**」）。接受訂單即表示供應商同意，若依訂單提供之商品遭受著作權、商標權、專利權、設計權、規劃設計權、專屬資訊權或其他智慧財產權或其他相關權利之侵權求償（「**智慧財產求償**」），則供應商應賠償星展銀行、其相關公司、關係企業、代理人、客戶或其他廠商因上述侵權或發生的所有訴訟、求償、損害、損失、責任、成本（包括以賠償基礎計算的法律成本）和費用，並確保星展銀行免受損害。供應商同意，若星展銀行提出要求，將會負擔費用針對第三人對星展銀行或其相關公司、關係企業、代理人、客戶、員工，或其他供應商提出的任何因訂單提供之產品、資源或材料或違反任何智慧財產權承諾所生或與其相關之**智慧財產求償**進行抗辯或協助抗辯事宜。星展銀行同意，若收到上述**智慧財產求償**，將會立即通知供應商。
7. **星展銀行設計：**若依據訂單供應之任何商品、工具或材料遭到正當理由拒絕時，應退還供應商，或星展銀行未採購，而使用星展銀行之名稱、商標、商業名稱、標章、符號或裝飾設計（「**星展銀行設計**」），則供應商應在進行任何銷售、使用或處分之前，刪除此等星展銀行設計。供應商不得使用星展銀行之設計，包括為訂單許可以外之任何其他目的進行任何改編、變更及修改，且任何經許可之使用，均應嚴格遵守星展銀行書面指定的使用方式。
8. **材料與設備：**星展銀行針對訂單目的支付或提供的所有工具、設備、模型、圖說、樓層平面圖、文件、報告或其他材料，均為星展銀行之獨有財產。供應商應在其保管或控制時，保護所有此類財產，在該財產有任何遺失或損壞時負責，以及依據星展銀行之選擇，投保足額保險，且僅得為履行星展銀行之訂單使用此類財產，並應於星展銀行要求時返還。任何上述財產，無論是星展銀行提供或供應，星展銀行均得於提出要求後，在未完成之情況下自供應商或其轉包商之場所移走，無須採取進一步行動或提供保證金。若星展銀行移走未完成之財產，則星展銀行應依據訂單價格，按完成比例付款給經銷商。供應商同意放棄及茲此放棄上述財產的任何保留權，並促使其轉包商同樣放棄保留權。
9. **賠償：**供應商應抗辯、賠償及保護星展銀行免於因依據訂單採購之商品，或供應商、其代理人、員工、供應商或轉包商的任何作為或不作為，而在任何方面產生或遭受任何損害、損失、訴訟、求償、責任、成本（包括賠償基礎上之法律費用）及費用。此賠償規定為供應商在訂單下之所有其他義務以外的附加義務。
10. **變更：**星展銀行應有權於隨時書面通知供應商後任意變更訂單。此等變更應依據供應商在變更通知前已發生之合理且不可避免的費用，公平調整履約時間表或採購價格，而供應商必須在收到星展銀行之變更通知後三十(30)天內，以書面向星展銀行提出任何調整請求。
11. **查核與檢查：**星展銀行及其代理人有權合理通知後，在供應商之正常營業時間內，查核和檢查與供應商有關之訂單的帳冊和紀錄，以及供應商履行訂單的任何設施與設備。依據訂單採購之商品必須經星展銀行檢查及書面驗收，並由星展銀行授權代表副署。星展銀行支付任何商品款項，應不構成星展銀行已接受該商品，當有任何商品因不符於訂單及/或供應超過訂購量，及/或在交貨時間表前交付而遭到拒絕時，除星展銀行得主張的其他權利外，應退還供應商，並由供應商負擔所有相關費用，包括開箱、檢查、重新包裝及重新運送等費用。若星展銀行收到有瑕疵或不合格之商品（無論是潛在或明顯瑕疵）時，星展銀行保留得要求退款或換貨，以及請求運費與損害賠償之權利。訂單中之任何內容，均未免除供應商應盡之測試、檢驗及品質義務，亦不影響星展銀行得針對任何商品任何瑕疵或不合格主張任何權利或救濟權的權利。
12. **包裝、交貨與運送：**所有商品均應依據訂單之說明與規格進行包裝及運送，若無任何此類指示時，供應商應遵守最佳商業慣例，以最低運送成本確保安全到達目的地。**時間為訂單之基本條件**，若供應商為符合星展銀行之指定交貨日期，而必須採用較訂單之規定更昂貴的方式出貨時，除經證明是由星展銀行造成需要更快速運送路線或加速運送外，均應由供應商負擔任何增加的成本。若商品未於指定日期前交付或提供，則星展銀行得主張不影響星展銀行依據法律或契約（包括任何損害賠償條文）擁有之任何其他權利與救濟權之下，書面通知供應商終止尚未出貨或提供服務之訂單，而無須負任何責任，且供應商應全額退還星展銀行提供給供應商的任何保證金。在此情況下，星展銀行得另行採購替代品項或服務，並向供應商收取任何因此產生之損失。
13. **保險：**若訂單包括在星展銀行之場所執行服務或工程時，供應商同意賠償星展銀行因此類工程而遭受或產生任何損失、損害、訴訟、求償、責任、成本（包括賠償基礎上之法律費用）及費用，並進一步同意遵循最高安全標準以及遵守星展銀行的所有工作規則、安全標準與安全規範，並依據本條規定購買保險，以及依據星展銀行之要求提供此類投保證明。所有工程項目，無論是材料或勞工，均應購買全額重置價值保險，包括一般責任險，且投保金額應相當於訂單價值。保險範圍應包括暴動、罷工、火災、洪水及惡意破壞，國外運送保險應包括航空運費賠償。供應商應依據訂單提供服務，同時維持有效的公共責任保險單、勞工賠償及承包商在服務期間的所有風險，星展銀行要求提供此類保險證明。
14. **遵守法律：**供應商保證：(a) 已取得提供商品予星展銀行及履行訂單義務所需要之所有法規、契約及其他規定的執照、許可證與核准函，並維持其效力，(b) 依據訂單提供之所有商品均遵守相關法律、法規與條例（包括任何相關出口法律管制）規定生產及提供。供應商應賠償與保證星展銀行不會因供應商不遵守本條規定，而遭受或產生任何訴訟、

求償、責任、罰款、損失、損害、成本（包括賠償基礎之上之法律費用）及費用。

15. **準據法：**訂單及由此產生或相關之所有事項均以中華民國法律為準據法，並受其規範及依其解釋。
16. **第三人權利：**除未明確指定外，星展銀行與供應商以外之任何人均無權強制執行訂單條款，且在法律許可的最大範圍內，排除適用依據任何法律授予第三人之權利。
17. **爭議解決：**訂單引起或相關之任何爭議或求償，包括其存在、有效性或終止的任何相關問題（「求償」），均應由星展銀行與供應商進行友好協商解決。若自一方首次通知之日起十五(15)天內仍無法解決求償問題時，任一方均有權提出法律訴訟，基於此目的，雙方茲此同意以台灣台北地方法院為第一審管轄法院。
18. **通則：**除訂單中明定者外，本訂單僅得以雙方授權代表人書面簽署之方式進行修改。未經星展銀行事前書面同意，不得在任何印刷品或宣傳資料或其他宣傳活動提及星展銀行（不得無理由保留此同意）。
19. **供應商支付不能：**在不影響第5條規定或星展銀行可主張的任何其他權利或救濟權下，若供應商出現支付不能之狀態或破產，或經選任接管人及／或管理人接管經銷商或其任何部分之事業或資產，或成為司法管理裁定之主體，或基於其債權人之利益達成任何妥協方案或安排或進行其他轉讓，或停止或可能停止業務經營，或其全部或部分財產遭到或執行徵收，或以書面承認在債務到期時無力清償，或經銷商依據任何破產、支付不能或其他債務人救濟法律之規定提出任何類型之聲請時，星展銀行得書面通知供應商立即全部或部分終止訂單，且無須對供應商負任何責任。
20. **禁止轉包或轉讓：**除經星展銀行事前書面同意外，經銷商不得轉包、轉讓或以其他方式移轉訂單之全部或部分，否則對星展銀行不具拘束力。在不影響上述規定下，供應商仍必須對於適當履行訂單負責，因此其轉包商之任何作為或不作為、違反或未遵守契約之行為，均應視為供應商之作為、不作為或未遵守契約之行為。星展銀行有權將其於訂單中之全部或部分權利與義務，移轉或轉讓給任何相關公司或其所吸收合併、新設合併或存續合併，或轉讓其全部或實質上全部資產的法人，並將上述轉讓書面通知供應商。
21. **棄權：**星展銀行未能或遲延行使本契約之任何權利、權力或特權，不代表放棄該權利、權力或特權或任何其他標的、權利、權力或特權之效力。若星展銀行行使任何棄權時，將會以書面及經其授權代表人簽署的方式為之。
22. **可分割性：**若具管轄權之法院認定訂單上之任何條文無效或不得執行時，該條文應在符合法律需要之範圍內進行更改，或此更改方式會破壞當事人之意圖時，應自訂單中刪除該條款，並將訂單解釋為不參照。
23. **通知：**訂單需要的任何通知均應以書面為之，並應於正確載明收文地址時，於下列情況下視為送達：(a) 若以專人交付，為在他方收到時，(b) 若以郵資預付郵件寄送，則為交寄後三(3)天，(c) 若以傳真傳送，則為收到收件人確認訊息或回覆代碼時。
24. **無不當付款：**供應商保證，未為了取得或保留業務，或取得訂單或其相關之不當商業利益，而提供任何不道德或非法款項給任何個人或法人。
25. **無拘束之權限：**供應商係以獨立承包商之身分供應商品給星展銀行，無論現在或未來均不會與星展銀行建立合夥或合資企業關係，或成為星展銀行之員工、僱員或代理人。雙方均無權以任何方式拘束他方或代表他方做出承諾，或聲稱可拘束他方或代表他方做出承諾，或為任何目的而質押他方之信用。

文件結束

DBS GROUP PROCUREMENT – STANDARD TERMS AND CONDITIONS

1. **SINGLE PURCHASE ORDER** The terms and conditions set forth below together with any other requirements as may be specified by DBS Bank (Taiwan) Ltd. (“DBS”) constitute the complete agreement for the supply and purchase of the goods and/or services set out herein (“Products”) between the addressee specified on the purchase order (“Vendor”) and DBS. Vendor’s written acknowledgement or acceptance of this purchase order (the “PO”), or acceptance of DBS’ deposit (if required), or any other conduct of the Vendor or its representative consistent with the acceptance of the PO, whichever occurs first, constitutes Vendor’s unconditional acceptance of the PO and the non-negotiable terms and conditions stated herein. Each PO must be unconditionally acknowledged or accepted by Vendor in the manner set out above no later than three (3) days from the date of PO, failing which, DBS shall not be obliged to purchase the Products in the PO. Any term(s) proposed in any of Vendor’s documentation (including but not limited to any written acceptance or acknowledgment of this PO, packing list, delivery order or invoice), which purports to add to, vary from, or conflict with the terms of the PO shall be void and non-binding on both parties and shall not operate as a rejection of the PO or otherwise affect the validity of the binding obligations hereunder. If the PO is deemed to be an acceptance of a prior offer by Vendor, such acceptance shall be limited to the terms and conditions expressly contained in the PO and the PO shall supersede all prior offers, discussions and/or agreements relating to the subject matter of the PO. DBS shall be entitled to cancel, vary or withdraw the PO prior to the unconditional acceptance of the PO by Vendor.
2. **PRICE, INVOICE AND PAYMENT** The Products to be supplied under the PO must not be invoiced at a higher price than what is shown on the face of the PO without the prior written consent of DBS. All goods and service tax, and value added tax chargeable by law on any payment due under this Agreement shall be borne by DBS based on the GST amount reflected on DBS Coupa’s compliant invoicing. All other taxes (including withholding tax), duties, assessments, levies and charges shall be borne by Vendor. In the event that any withholding taxes are imposed by any government on any payments due under this Agreement, Vendor shall bear all such withholding taxes and DBS shall deduct such taxes from payments due to Vendor and forward the balance to Vendor without any obligation to gross up such payment or pay Vendor any amount so withheld. Unless otherwise instructed by DBS in writing, Vendor will invoice DBS upon the delivery and the written acceptance of the Products by DBS. The invoice must itemize transportation charges, insurance and taxes separately, if applicable. If the price is omitted from the PO, the price shall be the lowest prevailing market price to be solely determined by DBS. No amounts will be payable for packing (including repacking), labelling, commissions, customs duties, storage, crating, or express handling unless specifically agreed in the PO. All amounts payable by DBS under the PO shall be subject to deduction, counterclaim or set off by DBS, whether arising out of the PO or any other transaction with Vendor or any of its related corporations. All invoices shall be addressed to DBS at [please fill in the address] . DBS shall process payment within thirty (30) days of the receipt of the invoice subject to the following: (a) All payments will be made in accordance with the laws of Taiwan R.O.C.. (b) All invoices must (i) reflect the purchase order number, (ii) be issued in duplicate (iii) be accompanied by supporting documents duly-signed and stamped by the relevant authorized officers of DBS (iv) submitted in the agreed currency. Invoices that do not satisfy the requirements stated earlier will be rejected and returned to Vendor and DBS shall have no liability or responsibility for making any such payment until a proper and corrected invoice is received by DBS, in such instances, the thirty (30) days’ payment period shall run from the date of the receipt of such proper and corrected invoice.
3. **CONFIDENTIAL INFORMATION** Any information or data furnished by DBS to Vendor under the PO in the form of all financial, marketing, sales, technical, operational, commercial, and human resource information, and all trade secrets, business plans, projects, financial and/or contractual arrangements, forecasts, accounting and tax records, strategies, models, product information, processes, formulas, specifications, requirements, designs, drawings, reprints, equipment, prototypes, forecasts, schedules, plans, processes, know-how, product or service information, pricing, DBS’ and its related corporations’ customer, client or vendor information, all financial and account information and data of and/or belonging to such clients, customers and vendors, technical, operational, business or proprietary information, or other information which DBS designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, shall be deemed DBS Confidential Information (“DBS Confidential Information”), and shall remain DBS’ property, be kept confidential. DBS Confidential Information shall, at DBS’ request, be promptly destroyed or returned to DBS with the exception of a copy that may be retained by the Vendor in keeping with statutory record retention requirements and so long as the information continues to be treated as confidential. Unless required by law, Vendor shall not disclose, without DBS’ written permission, any DBS Confidential Information to any person except its employees on a strict “need to know” basis provided that it shall procure that such employees are made aware of and are bound by the confidentiality obligations hereunder, nor shall Vendor use the DBS Confidential Information for any purpose other than for performing this PO. Insofar as Vendor may come into contact with any of DBS or its related corporation’s customer or client information during the performance of this PO, Vendor undertakes to comply strictly with the statutory and common law requirements on data privacy and confidentiality in Taiwan, including the privacy of customer information provisions in the Banking Act of The Republic of China imposed by the relevant Taiwan competent authorities, and to take all steps to maintain the strict confidentiality of such information indefinitely. The obligations under this clause shall survive cancellation, termination, or completion of the PO.
4. **WARRANTIES** Vendor expressly warrants that: (a) it is authorized to enter into the PO and perform the obligations hereunder; (b) all Products provided under the PO shall be merchantable, free from defects in material and workmanship, of the highest quality and satisfies all quality assurance standards and procedures which meet best practice standards for the Vendor’s industry and shall conform to all applicable specifications and standards of DBS; (c) the Products shall be fit for such particular purposes that DBS intends to use them for; (d) all Products supplied under the PO are wholly new, unused and contain new components and parts throughout and that Vendor has good and warrantable title to the Products free and clear of all liens and other encumbrances; and (e) any services supplied under the PO shall be performed by adequate, skilled, competent and qualified persons in a proper and professional manner. Vendor shall indemnify and hold DBS harmless for all claims (including product liability claims and third party claims), damages, liabilities, losses, costs (including legal costs on an indemnity basis), damages and expenses of whatever nature, and any claim, action or proceeding in connection herewith arising out of or in connection with this Agreement caused by and liabilities arising out of or in connection with any breach of the warranties in this clause 4. In addition to the warranties above, Vendor shall extend all warranties it receives from its suppliers to DBS and DBS’ related corporations, directors, officers, affiliates, agents, customers, employees and other vendors, and Vendor shall not do or omit to do anything which may void any such warranties. Breach of the warranties in this provision, or any other term of the PO, shall entitle DBS to all available rights and remedies under the PO and at law.
5. **TERMINATION** DBS may terminate all or any part of the PO at any time for convenience upon written notice to Vendor. Late deliveries, deliveries of Products which are defective or which do not conform with the PO, failure to perform as agreed, and failure to provide reasonable assurances of future performance upon request, shall all be reasons allowing DBS to terminate the PO for cause forthwith by notice in writing to Vendor. In such event of termination for cause, Vendor shall be liable for any and all damages, losses, expenses and costs due to Vendor’s breach or default. Neither party will be liable to the other party for any delay or failure to perform if that delay or failure results from an unforeseeable event or cause beyond such party’s reasonable control which affects the general public in the city or country of performance and frustrates the performance of such party’s obligations under the PO without fault or negligence of such party, including but not limited to acts of God, interference by civil or military authority, riots, civil disturbance, terrorist activity, wars, strikes, fires, floods, epidemic, national or widespread health quarantine, or other catastrophes, except that DBS may terminate all or any portion of the PO without liability to Vendor if such delay or failure to perform by Vendor or on behalf of Vendor extends beyond thirty (30) days of DBS’ requested delivery date. DBS’ TOTAL LIABILITY FOR DAMAGES UNDER THE PO SHALL NOT EXCEED THE PRICE PAYABLE FOR THE GOODS GIVING RISE TO THE CLAIM.
6. **INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY INDEMNITY** Each party retains all rights, title and interest in and to its intellectual property which subsisted before acceptance of a PO or comes into being independently of a PO. Each party may use resources or materials in which the other party holds intellectual property rights during the term of a PO, solely as necessary to exercise its rights or perform its obligations under that PO. Save as specified in these terms and conditions, nothing else shall be construed as implicitly conferring any intellectual property rights from one party to the other. Vendor agrees that DBS owns all rights, title and interest in and to intellectual property rights created or developed during the course of the PO, including enhancements, modifications, or derivative works of materials in which either party owns the intellectual property rights. The

Vendor warrants, represents and undertakes that: (a) the Products do not infringe any intellectual property rights or other rights of any third party; (b) resources or materials used or supplied by the Vendor under this PO will not infringe any intellectual property rights or other rights of any third party; and (c) it will not do, or omit to do, anything that causes DBS to infringe any intellectual property rights or other rights of any third party ("**IP Covenants**"). By accepting the PO, Vendor agrees to indemnify and hold harmless DBS against all actions, claims, damages, losses, liabilities, costs (including legal costs on an indemnity basis) and expenses, suffered or incurred by DBS, its related corporations, affiliates, agents, customers, or other vendors as a result of or in connection with an infringement claim of copyright, trade mark, patent, design, layout-design, proprietary information or other intellectual property rights or other rights in respect of Products, resources or materials furnished under the PO or its breach of any IP Covenant ("**IP Claim**"). Vendor agrees that it will, upon request of DBS and at Vendor's own expense, defend or assist in the defence of any IP Claim which may be brought against DBS or its related corporations, affiliates, agents, customers, or other vendors, arising from or in relation to Products supplied under the PO. DBS agrees to notify Vendor promptly upon receipt of notice of such Claim.

7. **DBS DESIGNS** If any Products, tools or materials supplied under the PO are rightfully rejected, returned to Vendor or not purchased by DBS, and such Products, tools or materials utilize DBS' name, trademarks, trade names, insignia, symbols, or decorative designs ("**DBS Designs**"), Vendor shall remove such DBS Designs prior to any sale, use or disposition thereof. Vendor shall not use the DBS Designs, including all adaptations and variations thereof and amendments thereto, for any purpose other than as permitted under the PO, and any permitted use shall be in strict conformity with the manner of use specified by DBS in writing.
8. **MATERIALS AND EQUIPMENT** All tools, equipment, models, drawings, floorplans, documents, reports or other materials paid for or furnished by DBS for the purpose of the PO shall be and remain the sole property of DBS. Vendor shall safeguard all such property while it is in Vendor's custody or control, be liable for any loss or damage to such property, at DBS' option procure adequate insurance, use it only for DBS orders, and return it to DBS upon request. Any such property described above whether furnished or ordered by DBS and which may be in an unfinished state may be removed by DBS from Vendor's premises or the premises of subcontractors upon request without further action or bond. In the event that DBS removes such property that is not finished, DBS will pay Vendor a percentage of the order price that corresponds to the percentage of completion. Vendor agrees to waive and hereby does waive any lien it may have in regard to such property and shall procure its subcontractors to do the same.
9. **INDEMNIFICATION** Vendor shall defend, indemnify and hold DBS harmless against all damages, losses, actions, claims, liabilities, costs (including legal costs on an indemnity basis) and expenses arising out of or resulting in any way from the Products purchased under the PO, or from any act or omission of Vendor, its agents, employees, suppliers or subcontractors. This indemnification shall be in addition to all other obligations of Vendor under the PO.
10. **CHANGES** DBS shall have the right to make changes in the PO at any time for its convenience upon written notice to Vendor. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and unavoidable costs incurred by the Vendor prior to notice of the change. Any claim of Vendor for an adjustment must be submitted in writing to DBS within thirty (30) days of the DBS change notice.
11. **AUDIT AND INSPECTION** DBS and its agents, shall have the right, upon reasonable notice and during Vendor's normal business hours, to audit and inspect the books and records of Vendor relevant to the PO and any facility and equipment of Vendor used in the performance of the PO. Products purchased under the PO are subject to DBS' inspection and written acceptance counter-signed by the authorized representative of DBS. Any payment for the Products delivered shall not constitute acceptance of such Products by DBS. Products rejected for non-conformance with the PO and/or are supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to DBS' other rights, be returned to Vendor at Vendor's expense, including all expenses of unpacking, examining, repacking and reshipping such Products. If DBS receives Products with defects or non-conformities, whether latent or apparent on inspection, DBS reserves the right to require a refund or replacement, as well as the right to recover transportation costs and damages. Nothing contained in the PO shall relieve Vendor from the obligations of testing, inspection and quality control, nor prejudice any right or remedy of DBS in respect of any defect or non-conformity in any Products.
12. **PACKING, DELIVERY AND SHIPMENT** All Products shall be packed and shipped in accordance with the instructions and specifications set forth in the PO. In the absence of any such instructions, Vendor shall comply with best commercial practice to ensure safe arrival at destination at the lowest transportation cost. TIME IS OF THE ESSENCE UNDER THE PO. If, in order to comply with DBS' specified delivery date, it becomes necessary for Vendor to ship by a more expensive method than specified in the PO, Vendor shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been proven to be caused by DBS. If Products are not delivered or provided by the date specified, without prejudice to any other rights and remedies that DBS may have under law or contract including any liquidated damages, DBS may terminate, without liability, the PO as to items not yet shipped or services not yet rendered, by written notice effective upon delivery to Vendor, and Vendor shall refund in full any deposit(s) paid by DBS to the Vendor. In such instance, DBS may purchase substitute items or services elsewhere and charge Vendor with any loss incurred.
13. **INSURANCE** If the PO includes services or work to be performed on DBS' premises, Vendor agrees to indemnify DBS from all loss, damage, actions, claims, liabilities, costs (including legal costs on an indemnity basis) or expenses arising out of such work, and further agrees to observe the highest safety standards, to adhere to all DBS work rules, safety standards and security requirements, to maintain insurance in accordance with this clause, and to furnish evidence of such insurance at DBS' request. All items of work whether material and/or labor, will require full replacement value insurance, inclusive of general liability insurance with the amount appropriate with the value of the PO. The insurance coverage should be all risk including riot, strike, fire, flood and malicious damage. Shipping insurance from abroad shall include airfreight replacement cost. Vendor shall in respect of services supplied under the PO, maintain insurance policies for public liability, workmen's compensation and contractors all risk for the duration of the services and shall furnish evidence of such insurance at DBS' request.
14. **COMPLIANCE WITH LAWS** Vendor warrants that: (a) it has obtained and will maintain all regulatory, contractual and other licenses, permits and approval which may be required to provide the Products to DBS and perform the obligations under the PO; and (b) all Products supplied pursuant to the PO will be produced and supplied in compliance with all applicable laws, rules and regulations, including any applicable export law restrictions. Vendor shall indemnify and hold harmless DBS against all actions, claims, liabilities, penalties, damages, losses, costs (including legal costs on an indemnity basis) and expenses suffered or incurred by DBS as a result of Vendor's non-compliance with this clause.
15. **GOVERNING LAW** The PO and all matters arising out of or in connection thereto shall be governed by and construed in accordance with the laws of Taiwan R.O.C.
16. **RIGHT OF THIRD PARTIES** Unless expressly stated no party other than DBS and Vendor shall be entitled to enforce the terms of the PO, and any law purporting to grant such rights to third parties shall be excluded to the furthest extent permissible.
17. **DISPUTE RESOLUTION** Any dispute or claim arising out of or in connection with the PO, including any question regarding its existence, validity or termination ("**Claim**"), shall be resolved through friendly negotiation between DBS and Vendor. If the Claim cannot be resolved by negotiations within fifteen (15) days from the date of first notice of such Claim by one party, either party shall be entitled to commence legal proceedings, and for this purpose the parties hereby submit to the non-exclusive jurisdiction of the Taipei District Court courts.
18. **GENERAL** Except as expressly set forth in the PO, this PO can only be modified in writing signed by authorized representatives of both parties. Vendor shall not make any reference to DBS in any literature or promotional materials or in any other promotional activity without the prior written consent of DBS (such consent not to be unreasonably withheld).
19. **INSOLVENCY OF VENDOR** Without prejudice to clause 5 or any other rights or remedies DBS may have, if Vendor becomes insolvent or bankrupt, or has a receiver and/or manager appointed over it or any part of its undertaking or assets, or becomes subject to a judicial management order, or enters into any composition or arrangement with or otherwise makes an assignment for the benefit of, its creditors, or ceases or threaten to cease to carry on business, or has distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from last date of such levy, or admits in writing its inability to pay its debts as they mature or if a petition of any type be filed by or against Vendor under any bankruptcy, insolvency or other law for relief of debtors, DBS in each and every such event may upon written notice to Vendor, forthwith terminate the PO in whole or in part without any liability whatsoever to Vendor.
20. **NO SUBCONTRACTING OR ASSIGNMENT** No subcontract, assignment or other transfer in whole or in part of the PO or of any monies due to or become due hereunder shall be binding upon DBS unless DBS' prior written consent is granted. Without prejudice to the foregoing, the Vendor shall remain liable and responsible for the proper performance of the PO, and any act or omission of, or breach or non-compliance by its sub-contractors shall be deemed to be the act, omission, breach or non-compliance of the Vendor. DBS shall be entitled to transfer or assign all or any part of its rights and obligations under the PO to any of its related corporations or any entity that it merges, consolidates or amalgamates with or to which it transfers all or substantially all of its assets, and will notify the Vendor in writing of such assignment.

21. **WAIVER** Failure or delay on the part of DBS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any other subject, right, power or privilege. Any waiver by DBS shall be made in writing and signed by an authorized representative of DBS.
22. **SEVERANCE** If any provision herein is found by a court of competent jurisdiction to be void or unenforceable, the said provision shall be modified as necessary to conform to such laws or, if such modification would destroy the intent of the parties, the said provision shall be severed from the PO and the PO shall be interpreted without reference thereto.
23. **NOTICE** Any notice required under the PO shall be in writing and shall be deemed to have been received if correctly addressed and (a) if the notice is delivered by hand and received by the other party; (b) three (3) days from the date of posting if sent by postage paid mail; or (c) upon receipt of a confirmation message or answer-back code from the receiver if sent by facsimile.
24. **NO IMPROPER PAYMENTS** Vendor warrants that it has not made any unethical or illegal payments to any person or entity in order to obtain or retain business or to secure an improper commercial advantage under or in respect of the PO.
25. **NO AUTHORITY TO BIND** The Vendor provides the Products to DBS as an independent contractor and is not and shall not be taken to be in partnership or in a joint venture with DBS or an employee, servant or agent of DBS. Neither party shall have the authority to bind or commit or purport to bind or commit the other party in any way or pledge the credit of the other party for any purpose.

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