

TERMS AND CONDITIONS OF SALE 銷售條款和條件

The following Terms and Conditions of Sale (the “Terms”) are applicable to the provision of all goods supplied and/or services rendered (“goods”) by Ferro Taiwan Ltd. (“Ferro”), to any purchaser, or in the case of sample products or material, recipient, thereof (“Buyer”).

本銷售條款和條件（“條款”）適用於所有由台灣福祿貿易有限公司（“福祿公司”）向任何買方，或者在供應產品或材料樣品的情況下向任何接收方（“買方”），供應其所提供的貨物和/或服務（“商品”）。

1. **GENERALLY** - Ferro’s offer for sale of goods and Buyer’s acceptance of any such offer is governed exclusively by these Terms unless otherwise agreed in writing signed by Ferro. If an order is deemed to be an offer by Buyer, Ferro’s acceptance of such offer is expressly conditioned on Buyer’s assent to these Terms. Any additional, different, or conflicting terms proposed by Buyer in any offer, acceptance, confirmation (including any Buyer purchase order or specifications) or otherwise, (a) are requests for material alterations to these Terms, (b) are hereby rejected and objected to by Ferro, and (c) will not be binding in any way on Ferro.

1. 一般條款——福祿公司的商品銷售要約以及買方對於上述要約的接受應排他性地受條款約束，除非另有約定並經福祿公司簽字同意。如果買方訂單視為買方發出的要約，福祿公司對於該要約的接受明確基於買方對於條款的同意。買方在任何要約、同意、確認（包括任何買方的採購訂單或規格）中或以其他方式提出的、任何附加、與條款不同或相衝突的條款(a)是對於條款的實質性變更，(b)福祿公司特此拒絕並反對，並且(c)福祿公司在任何情況下不受此類條款約束。

2 **BUYER'S CREDIT** - For the purpose of assessing the credit worthiness of the Buyer from time to time and the collection of payments, the Buyer hereby irrevocably authorises Ferro and its employees and agents to make such inquiries as they deem necessary including, but not limited to, making inquiries with and obtaining reports (as permitted by law) from persons nominated by the Buyer as trade references, the Buyer’s creditors, bankers and financiers, credit providers, mortgagee or mortgagees and trade insurers and credit reporting agencies (“Information Sources”) and the Buyer agrees and consents to the Information Sources providing to Ferro such information as is required by Ferro and permitted to be given by law for the purposes outlined in this condition. The Buyer also consents to Ferro disclosing the contents of any credit report or personal

information to a credit reporting agency for the purpose of that credit reporting agency creating, altering or adding to any credit information file in relation to the Buyer.

2. 買方信用——為了不時評估買方的信用以及收取貨款，買方特此不可撤銷地授權福祿公司及其雇員、代理人開展福祿公司認為必要的調查，包括但不限於：向買方提名的交易參考方、買方的債權人、銀行和融資方、信貸提供方、抵押權人、保險公司和信用報告機構（“資訊源”）進行詢問並從其處獲取報告（在法律允許的範圍內）。此外，買方同意並認可由資訊源給予福祿公司其所要求的、並且法律允許披露的資料，以用於本條所述之目的。為使信用報告機構能夠創建、修改或增加任何關於買方的信用檔案，買方同意福祿公司向該信用報告機構披露任何信用報告的內容或個人資訊。

3. **PRICE; PAYMENT** - The goods are hereby offered for sale at prices to be established by Ferro. Unless otherwise specified on Ferro’s invoice, order confirmation, acknowledgment or otherwise agreed to by the parties in writing, Buyer will pay for all goods on a net thirty (30) day basis. Ferro reserves the right to assess reasonable interest charges on any amounts not paid by the date such payments is due. All orders are subject to credit approval by Ferro. Ferro reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer’s payment obligations as Ferro in its discretion may require, notwithstanding any order confirmation issued by Ferro.

3. 價格及支付——商品的銷售應當按照福祿公司及買方協議好的價格進行。除非福祿公司的發票、訂單確認信或者同意函中另有說明，或以其他方式經雙方書面同意，買方應當按照發票上之付款條件付清全部商品貨款。對於在付款日期截止時買方尚未付清的款項，福祿公司有權加收合理利息。所有訂單須經福祿公司的信用審批。即使福祿公司已確認訂單，福祿公司仍有權停止發貨，或要求採取其他能充分確保買方履行付款義務的措施，由福祿公司全權決定。

4. **TAXES** - Ferro’s price for goods is exclusive of value added business tax according to Ministry of Finance, ROC.

Ferro will list separately on its invoice any such taxes applicable to any such goods or transaction, and payable by Buyer, with respect to which Buyer does not furnish to Ferro evidence of exemption.

4. 稅——福祿公司的商品價格不包統一發票 5% 營業稅。福祿公司將在發票上單獨列出買方應當支付的、適用於相關商品或交易的稅款；買方未向福祿公司提供對於上述稅款的豁免證明。

5. **DELIVERIES** - Ferro will use commercially reasonable efforts to meet the delivery dates,

specifications, and quantities as set forth in Buyer's purchase order. Ferro will not, however, be liable for damages or delays in delivery due to causes beyond its reasonable control.

5. 交貨——**福祿公司**將盡合理的商業努力以滿足訂單中所提出的交貨日期、規格以及數量。但是，對於因超出**福祿公司**合理控制範圍的原因而產生的損害或遲延交貨，**福祿公司**不承擔責任。

6. **PRODUCT WARRANTIES** - Ferro warrants to Buyer that at the time of delivery Ferro will have good title to all goods supplied to Buyer and the right to convey title to such goods to Buyer free and clear of all liens. Ferro further warrants to Buyer that all such goods will conform to the specifications, drawings, samples, or other description furnished or specified by Ferro or agreed to in writing by Ferro, and will be free from defects in material and workmanship. Ferro further warrants that any services it provides hereunder will be performed in a workmanlike manner. The warranties stated in this Clause 6 are the only representations and warranties Ferro has given Buyer in connection with the provision of goods to Buyer. Except as set forth in this Clause 6, Ferro has not made and hereby expressly disclaims any other or further representation or warranty, either express or implied, concerning the goods. **THE WARRANTIES GIVEN IN THIS CLAUSE 6 ARE IN LIEU OF ALL OTHER WARRANTIES FERRO MIGHT HAVE GIVEN BUYER, INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR INTENDED USE.** All other warranties Ferro or anyone purporting to represent Ferro may have given, or which may be provided or implied by law or commercial practice, **ARE HEREBY EXCLUDED.**

6. 產品保證——**福祿公司**向**買方**保證，在發貨時**福祿公司**對提供給**買方**的商品擁有有效的所有權，且具有將該商品所有權轉讓給**買方**的權利，並且該商品上不存在任何質押權。**福祿公司**進一步向**買方**保證，所有商品符合**福祿公司**提供或指明的、或者**福祿公司**書面同意的規格、圖紙、樣品或其他描述，並且保證商品在材料或工藝上不存有瑕疵。**福祿公司**保證條款項下的任何服務將以專業的方式提供。本第 6 條中載明瞭**福祿公司**就向**買方**提供商品而向**買方**作出的全部保證。除了本第 6 條中所載明的保證，**福祿公司**沒有作出，並且特此否認，任何關於商品的、其他或進一步明示或暗示的陳述或保證。

本第 6 條中的保證替代**福祿公司**可能已經向**買方**作出的所有其他保證，包括適銷性保證以及特定目的適用性保證。對於**福祿公司**或任何申稱代表**福祿公司**的人員可能已經作出的任何其他保證以及任何法律或商業實踐授予或暗示的保證，特此予以排除。

7. **NON-CONFORMING GOODS** - Upon Buyer's receipt of shipment, Buyer shall immediately inspect the goods. Unless Buyer provides Ferro with written notice of any claim for shortage, defect or nonconformity in the goods within ten (10) days after receipt of shipment, such goods shall be deemed finally inspected, checked and accepted by Buyer and Buyer's failure to provide such notice shall be deemed to constitute a waiver of any such claim.

7. 不符合規定的商品——在收貨後，**買方**應立即檢驗商品。除非**買方**在收貨後十日內向**福祿公司**發出主張商品短缺、瑕疵或不符合規定的書面通知，該批商品應視為已經**買方**最終檢驗、核查並且接受。**買方**未發出上述書面通知的，視為**買方**放棄上述主張。

8. **TRADE COMPLIANCE**

8. 貿易合規

(a) **EXPORT CONTROL REGULATIONS** - The goods that are the subject of this document and related technology are subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("Export Control Regulations"). Buyer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations and (y) any applicable terms, conditions, procedures and documentation requirements made known to Buyer that may be promulgated by Ferro from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship Ferro materials to the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Buyer acknowledges that Ferro will not proceed with a shipment when Ferro knows that the Ferro products in that shipment are destined for a sanctioned country. Buyer represents that neither Buyer nor any of its principals, officers, or directors, or any person or entity known to Buyer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Buyer or the transaction

involving the goods that are the subject of this document or related technology.

(a) 出口管制條例——本檔項下的**商品**以及相關技術受美國及其他國家出口管制規定中的出口及再出口限制，包括但不限於美國出口管理條例，美國海外資產管理辦公室的規定，以及其他國家的類似法律法規；根據上述法規，**商品**及相關技術的再出口或轉口可能需要美國或其他政府的批准（“**出口管制條例**”）。**買方**保證 (i) 將遵守並服從 (x) 所有適用的**出口管制條例**，以及 (y) **福祿公司**為遵守**出口管制條例**而可能不時制訂並且通知**買方**的任何適用的條款、條件、程式以及檔要求；(ii) 將不會違反**出口管制條例**而直接或通過第三方間接地將**福祿公司**的任何材料運往烏克蘭克裡米亞地區、古巴、伊朗、朝鮮、敘利亞、蘇丹或任何其他受到貿易禁運限制的國家。**買方**認可，如**福祿公司**知悉其貨物將運往任何受貿易禁運限制的國家，**福祿公司**將終止該批貨物的運送。**買方**保證，**買方**或其任何管理人員、職員、董事或**買方**知悉的、將作為貨運商、客戶、終端用戶、顧問、代理或以其他方式直接參與本交易的任何人員或主體均不在任何美國政府限制交易方名單中，包括但不限於美國商務部工業安全局拒絕交易人員名單、拒絕交易主體名單或未經核實方名單，美國財政部海外資產管理辦公室特別指定國家及封鎖人員名單，美國國務院國防貿易控制局禁止方名單，以及對**買方**或者涉及本檔項下**商品**或相關技術的交易具有管轄權的任何國家所制訂的限制方名單。

(b) ANTIBOYCOTT PROVISIONS - Buyer will not request of Ferro information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. Ferro hereby rejects any such request by Buyer and will report receipt of any such request to the relevant U.S. government office, as required by law.

(b) 反抵制條款——**買家**不會為支持、實施或遵守違反美國法律或政策的、任何國家的抵制行為而向**福祿公司**索要資訊或資料，包括但不限於阿拉伯國家聯盟對以色列的抵制。**福祿公司**特此拒絕此類**買方**的請求，並將根據法律要求將該請求向美國有關部門彙報。

(c) ANTICORRUPTION AND ANTIBRIBERY - In relation to any transaction involving the goods that are the subject of this document or related technology, Buyer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to: (i) any government official; or (ii) any non-governmental person,

in either case with the intent that such official or person will perform their responsibilities improperly. Buyer warrants that it will comply with the anticorruption laws and anti-bribery laws of any country having jurisdiction over Buyer or the transaction involving the goods that are the subject of this document or related technology, and will in all cases comply with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

(c) 反腐敗與反賄賂——在任何關於本檔項下的**商品**或相關技術的交易中，**買方**不得通過向 (i) 任何政府官員，或(ii) 任何非政府官員，給付或者提出給付任何金錢或有價物，意圖令上述人員不當履行其職責，從而尋求獲得或保留業務或取得其他利益。**買方**保證將遵守任何對**買方**或涉及本檔項下的**商品**及相關技術的交易具有管轄權的國家的反腐敗與反賄賂的相關法律，並且將在任何情況下遵守美國的《反海外腐敗法》以及英國的《反賄賂法案》。

(d) NONCOMPLIANCE - In the event that Ferro reasonably believes that any provision of this Clause 7 has or may have been breached, Buyer shall cooperate fully with Ferro's investigation to clear the matter and Ferro shall not be obligated to sell or provide goods or technology or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by Ferro shall not constitute breach of any obligation in respect of the transaction to which this document applies or otherwise.

(d) 不合規定——如果**福祿公司**合理懷疑**買方**已經或可能已經違反了本第 7 條中的規定，**買方**應全力配合**福祿公司**的調查以解決該事項；並且在調查進行過程中，**福祿公司**無義務出售或提供商品、技術或採取其他行為推進任何交易或協定。上述**福祿公司**暫停或拒絕交易不違反其關於本檔項下交易的合同義務。

9. LIMITATION OF LIABILITY - FERRO'S LIABILITY FOR ITS GOODS UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THOSE FOUND BY FERRO TO BE DEFECTIVE, OR AT FERRO'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS. AT FERRO'S REQUEST, BUYER WILL PERMIT FERRO OR ITS DESIGNEE TO INSPECT ANY ALLEGEDLY DEFECTIVE GOODS INCLUDING SHIPMENT OF SUCH ALLEGEDLY DEFECTIVE GOODS TO THE LOCATION SPECIFIED BY FERRO AT FERRO'S COST.

9. 責任限制——**福祿公司**在所有責任承擔的理論項下對其商品的責任只限於修理以及替換由**福祿公司**認定為瑕疵的商品，或者由**福祿公司**自主選擇退還該批商品貨款。在**福祿公司**請求下，**買方**應允許**福祿公司**或其指定人員檢驗任何被指瑕疵的商品，包括將被

指瑕疵的商品運至福祿公司指定的地點，運輸費用由福祿公司承擔。

10. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES - FERRO SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE GOODS, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON FERRO HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT.

10. 關於附帶損害和間接損害的免責申明——福祿公司不對由本協議或商品引起或與之相關的附帶損害或間接損害負責，包括但不限於因違反福祿公司在本協議下的義務而產生或與之相關的附帶損害或間接損害。為本條之目的，間接損害應包括但不限於使用價值、收入、利潤的喪失。

11. INDEMNITY - Buyer shall indemnify, defend and hold Ferro and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from and against any and all fines, penalties, suits, actions, claims, liabilities, judgments, losses, damages, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence or willful misconduct, (b) Buyer's use, sale, handling, storage, or disposal of the goods or any product or waste derived therefrom, (c) Buyer's discharge or release of the goods or any product or waste derived therefrom into water, onto land or into the air, (d) Buyer's exposing any person (including Buyer's employees) to the goods or any product or waste derived therefrom, including failure to warn of such exposure, or (e) the transportation of the goods to Buyer after tender of the goods by Ferro to the carrier at Ferro's shipping point. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused solely by Ferro's negligence or willful misconduct, but shall apply where there is concurrent negligence or willful misconduct on the part of Ferro and Buyer in proportion to Buyer's negligence or willful misconduct.

11. 賠償——對於因(a)買方過失或故意的不當行為，(b)買方使用、銷售、操作、儲存或處置商品或在此過程中產生的任何產品或廢物，(c)買方將商品或由商品衍生的任何產品或廢物傾倒或排放至水體、土地、空氣中，(d)買方使任何人（包括買方的雇員）暴露于商品（包括由商品衍生的產品或廢物）前，包括

未能對上述暴露作出警示，或(e)在福祿公司於福祿公司的起運點將商品交付給承運人後，商品運往買方處，而產生的任何罰款、處罰、訴訟、起訴、權利要求、責任、判決、損失、損害、成本及費用（包括律師費），買方應對福祿公司及其董事、管理人員、雇員、代理、供應商、母公司、關聯機構、子公司、承繼方及受讓人予以賠償，為其辯護，並令其免受損害。前述條款應適用於，但不限於，人身損害（包括死亡）及對財產或環境的破壞及損害。上述賠償不應適用於因福祿公司過失、故意的不當行為而單獨引起的任何罰款、處罰、訴訟、起訴、權利請求、責任、判決、成本及費用；但是如福祿公司及買方均存在過失或故意的不當行為，買方應按上述規定按比例進行賠償。

12. FORCE MAJEURE - Except for the payment of monies owed, neither party will have any liability for any breach or failure to perform that is the result of an event, condition or circumstance beyond that parties' reasonable control, including, without limitation, acts of God, war, insurrection, or terrorism, fire, inclement weather, strikes, boycotts, or other similar circumstances. If a party becomes aware of any such event, condition or circumstance, then such party will promptly advise the other party and both parties will cooperate to ameliorate the circumstance or condition as quickly as possible.

12. 不可抗力——除了支付貨款外，任何一方都不對因超出該方合理控制範圍的事件、條件或情況而造成的違約或無法履約承擔責任，包括但不限於天災、戰爭、暴動或恐怖主義活動、火災、惡劣天氣、罷工、抵制活動或其他相似的情況。如果一方得知此類事件、條件或情況的發生，則該方應立即通知另一方，並且雙方應儘快合作應對此類情況或條件。

13. GOVERNING LAW - The sale of good hereunder shall be governed, interpreted and construed by and in accordance with the laws of the Republic of China ("ROC") without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. Buyer and Ferro shall use their best efforts to resolve and/or settle any disputes arising out of or in connection with this Order and/or these Terms. In the event that no resolution or settlement is reached for the dispute within sixty (60) days after the dispute arises, the matter shall be referred to the Shanghai International Economic and Trade Arbitration Commission (CIETAC) for arbitration, which shall be conducted in accordance with prevailing CIETAC Arbitration Rules. The arbitration shall be conducted in English. The arbitration tribunal shall consist of three arbitrators. The presiding arbitrator shall not be a national of either the PRC or the

United States. The arbitration award shall be final and binding on the parties. During the arbitration, the parties shall continue to perform all obligations under this Order and these Terms.

13. 管轄法律——本檔項下**商品**的銷售應受到中華民國法律的管轄，按中華民國法律解釋及釋義，但不包括其衝突法條款。《聯合國國際貨物銷售合同公約》明確予以排除。**福祿公司**及**買方**應盡其所能解決和/或和解任何由訂單和/或**條款**引起或與之相關的爭議。如果爭議在出現後 60 日內無法得以解決或和解，該爭議應提交中華民國法院仲裁規則進行仲裁。仲裁應採用中文進行。仲裁結果應具有終局性並對雙方具有約束力。在仲裁過程中，雙方應繼續履行在訂單及**條款**下約定的所有義務。

14. COMPLIANCE WITH LAWS. Buyer shall comply with all applicable laws, regulations, and other legal requirements regarding the export, import, sale, distribution, marketing, and service of the goods and related technology, including without limitation, tax and foreign exchange legislation or regulations and the obligations under Clause 8.

14. 遵守法規——**買方**應遵守一切適用的、關於**商品**及相關技術的進口、出口、銷售、分銷、行銷及服務的法律、法規以及其他法律要求，包括但不限於稅收和外匯法律法規以及第 8 條下所約定的義務。

15. COMPLETE AGREEMENT - These Terms contain the complete and final agreement between Buyer and Ferro and supersede all other and further agreements, representations, warranties, covenants, promises, and other contractual obligations between the parties in respect of the subject hereof unless otherwise agreed to in a writing signed by Ferro. These Terms may be amended, modified or waived only by a written instrument that refers expressly to this paragraph and is signed by an authorized representative of Ferro. E-mails and electronic on-line, internet or other terms of Buyer shall not be deemed a means of modifying or amending these Terms.

15. 完整協議——**條款**包括了**福祿公司**及**買方**間就本**條款**主旨達成的全部、最終的協定，並取代雙方就該主旨達成的所有其他或進一步協議、申明、保證、義務、承諾及其他的合同義務，但**福祿公司**以書面形式另行簽字同意的除外。**條款**只能通過經**福祿公司**的授權代表簽字的書面形式，且明確表明根據本段**條款**，才可予以修正，修改或放棄。電子郵件、網路電子通訊、網路或**買方**的其他條款將不被視為修正或修改**條款**的有效方式。

16. LANGUAGE – These Terms are made in both Chinese and English. In case any discrepancy arises, the English version shall govern.

16 語言——**條款**以中文和英文製備。如兩種語言有不一致，以英文版為準。