

[The governing language of this Terms and Conditions is English, Chinese Translation is for reference only 本條款以英文為準，中文翻譯僅供參考]

## 1. INTERPRETATION 解釋

In these Terms and Conditions the following expressions will have the following meanings unless the context requires otherwise:

在本條款與條件中，除文意另有規定者外，下列表述應具有下列意義：

“VOLKSWAGEN GROUP TAIWAN” 「台灣福斯」	VOLKSWAGEN GROUP TAIWAN Co., Ltd., a corporation duly registered and established under the laws of Taiwan, the Republic of China. 台灣福斯股份有限公司，為依據中華民國台灣法律正式註冊及成立之公司。
“Contract” 「契約」	any contract between VOLKSWAGEN GROUP TAIWAN and the Supplier for the sale and purchase of the Goods or supply of the Services formed in accordance with Condition 2 hereof. 為了依條件 2 所成立之貨物買賣或服務提供，任何存在台灣福斯與供應商間的契約。
“Goods” 「貨物」	any goods which the Supplier supplies to VOLKSWAGEN GROUP TAIWAN (including any of them or any part of them) under a Contract 供應商依據契約向台灣福斯供應之任何貨物（包括其全部或其任何部分）
“Order” 「訂單」	any order of VOLKSWAGEN GROUP TAIWAN for the Goods and / or the Services incorporating these Terms and Conditions 台灣福斯針對貨物及／或服務所提出，並含有本條款與條件之任何訂單。
“Services” 「服務」	any services which VOLKSWAGEN GROUP TAIWAN receives from the Supplier (including any part of them) under a Contract 台灣福斯依據契約自供應商收到之任何服務（包括其任何部分）
“Supplier” 「供應商」	the person(s), firm or company from whom VOLKSWAGEN GROUP TAIWAN orders the Goods and/or Services 台灣福斯向其訂購貨物及／或服務之人士、商號或公司
“Terms and Conditions” 「本條款與條件」	the standard terms and conditions of purchase set out in this document together with any special terms agreed between the Supplier and VOLKSWAGEN GROUP TAIWAN in accordance with Condition 11.6 hereof in relation to an Order 本文件所列採購的標準條款與條件，連同供應商與台灣福斯間依據條件 11.6 所同意與訂單相關的任何特約條款

## 2. FORMATION 成立

2.1 Subject to any variation under Condition 11.6 hereof, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document.

除依條件 11.6 所為之任何變更，契約將以本條款與條件為準，但排除所有其他條款與條件及先前一切口頭或書面表示，包括供應商欲於訂單之承認或確認書、報價單、規格書、送貨單、發票或類似文件中適用之任何條款或條件。

2.2 Each Order for Goods or Services will be accepted by the Supplier by returning an acknowledgement of Order. VOLKSWAGEN GROUP TAIWAN may make an Order verbally or in writing. Unless otherwise agreed in writing by VOLKSWAGEN GROUP TAIWAN and the Supplier, the Contract is only formed when the Supplier serves an

acknowledgement of Order on VOLKSWAGEN GROUP TAIWAN or commences the delivery of the Goods or performance of the Services (whichever is earlier). If there is any discrepancy between any of the terms and conditions of the Contract and these Terms and Conditions, the terms and conditions of the Contract shall prevail.

每一貨物或服務訂單將以供應商返還訂單確認書之方式被接受。台灣福斯得以口頭或書面之方式提出訂單。除台灣福斯與供應商另以書面約定者外，契約僅在供應商送達訂單確認書予台灣福斯、或開始交付貨物或履行服務時成立（以時間發生在先者為準）。若契約之條款與條件及本條款與條件之間存有任何差異，應以契約之條款與條件為準。

- 2.3 The Supplier may not cancel the Contract. VOLKSWAGEN GROUP TAIWAN is entitled to cancel the Contract in whole or in part at any time prior to delivery of the Goods or performance of the Services in which event VOLKSWAGEN GROUP TAIWAN's sole liability will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss; provided however if the cancellation of the Contract is made by VOLKSWAGEN GROUP TAIWAN pursuant to Condition 9 hereof, VOLKSWAGEN GROUP TAIWAN shall not be responsible for any compensation to the Supplier.

供應商不得取消契約。台灣福斯得在交付貨物或履行服務前之任何時點取消全部或部分契約，且在此情況下，台灣福斯之唯一責任係針對取消當時進行中之工作支付公平合理之賠償金予供應商，但此賠償金不包括利潤損失（無論係直接或間接，且無論係實際或預期的損失）或任何間接或衍生性損失；但在台灣福斯依據條件 9 取消契約的情況下，台灣福斯不就任何對供應商的補償負責。

### 3. SPECIFICATION 規格

- 3.1 The quantity, quality and description of the Goods and/or Services will be as specified in the Order and / or in any applicable specification supplied or advised by VOLKSWAGEN GROUP TAIWAN to the Supplier with or before the Order. Precise conformity of the Goods and Services with the Contract is of the essence and VOLKSWAGEN GROUP TAIWAN will be entitled to reject the Goods or Services and/or terminate the Contract under Condition 9.1 hereof if the Goods or Services are not in conformance. Any breach of this Condition is deemed a material breach which is not capable of remedy under Condition 9.1 hereof.

貨物及／或服務之數量、品質及說明，應載明於訂單及／或台灣福斯向供應商提出訂單之前或同時所提供或告知之任何相關規格中。貨物及服務與契約的確實相符至關重要，且若貨物或服務並不相符，台灣福斯有權依據條件 9.1 拒收貨物或服務及／或終止契約。任何對於本條件之違反均視為重大違約，無法依據條件 9.1 補正。

- 3.2 VOLKSWAGEN GROUP TAIWAN may at any time make changes in writing relating to an Order. If such changes result in an increase in cost of, or time required for, the performance of the Contract, an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by VOLKSWAGEN GROUP TAIWAN in writing before the Supplier proceeds with such changes.

台灣福斯得隨時以書面作出與訂單有關之變更。若此變更導致契約之履行成本或所需時間增加，則價格、交貨時程或該二者將會被作成公平合理之調整。任何此類的請求或調整，在供應商進行該等變更前，均須經台灣福斯以書面核准。

- 3.3 The Supplier will comply with all applicable standards, regulations and / or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and / or the provision of the Services.

供應商應遵守有關貨物製造、包裝、打包與運送及／或服務提供的所有相關標準、規定及／或其他法律規範。

### 4. INFORMATION SYSTEMS 資訊系統

- 4.1 If the Goods and/or Services constitute or include the provision of computer software (including the provision of software as a service) or any service relating to the information systems of VOLKSWAGEN GROUP TAIWAN or any of VOLKSWAGEN GROUP TAIWAN's group companies (including any affiliated, subsidiary or parent company of VOLKSWAGEN GROUP TAIWAN and any affiliate or subsidiary of a parent company of VOLKSWAGEN GROUP TAIWAN), the Supplier shall comply with such information systems security requirements and policies as VOLKSWAGEN GROUP TAIWAN may specify from time to time, including, without limitation, the completion of an information security questionnaire and provision of such related information as VOLKSWAGEN GROUP TAIWAN should request and, where deemed necessary by VOLKSWAGEN GROUP TAIWAN in its sole and absolute discretion, submission to (and successful completion of) an information systems security audit conducted by VOLKSWAGEN GROUP TAIWAN or a third party nominated by VOLKSWAGEN GROUP TAIWAN.

若貨物及／或服務之內容構成或包括提供電腦軟體（包括提供軟體作為服務），或有關台灣福斯或台灣福斯集團任何公司（包括台灣福斯之任何關係企業、子公司或母公司，以及台灣福斯之母公司之任何關係企業或子公司）的資訊系統之任何服務，供應商應遵守台灣福斯不定時規定的資訊系統安全要求與政策，包括但不限於，完成資訊安全調查問卷、提供該等台灣福斯所要求的相關資訊，並在台灣福斯依其單獨且完全之裁量認為必要時，配合（並順利完成）由台灣福斯或台灣福斯指定之第三方所進行之資訊系統安全查核。

## 5. PRICE AND PAYMENT 價格與付款

5.1 The price payable for the Goods or Services will be stated in the Order (or otherwise agreed between the parties), and unless otherwise stated in that Order, such price payable will be inclusive of any costs of packaging and carriage, but exclusive of VAT and any other applicable sales tax or duty (which will be added to the sum in question). The price will be fixed for the duration of the Contract.

貨物或服務之應付價格詳如訂單所載（或雙方另有約定），除訂單另有載明者外，該應付價格應包括任何包裝與運送費用，但不包括加值型營業稅及任何其他適用之銷售稅或關稅（其應被列入總額）。價格在契約期間應固定不變。

5.2 The Supplier may invoice VOLKSWAGEN GROUP TAIWAN for the Goods or Services after delivery or performance. Individual invoices shall be issued for each Service provided and each shipment of Goods delivered. Each invoice must be a proper VAT invoice and quote the correct KSRM purchase order number and invoice details for the Goods or Services.

供應商應於貨物交付或服務履行之後開立發票。每一發票均須為正規之加值型營業稅發票且註記正確之台灣福斯貨物或服務訂單編號及詳細之發票資訊。

5.3 Payment is subject to receipt by VOLKSWAGEN GROUP TAIWAN of a valid invoice. Unless otherwise agreed in writing between the parties in advance, the Supplier shall send all invoices directly to the VOLKSWAGEN GROUP TAIWAN Co., Ltd. Accounts Payable Department at 15 F, No. 1 Songgao Road Xinyi District, Taipei City 110 Taiwan (R.O.C.) otherwise payment will be delayed and Condition 5.8 hereof shall not apply.

付款須以台灣福斯收受有效發票為前提。除經雙方事前以書面同意者外，供應商應將所有發票直接寄送至台灣福斯汽車股份有限公司應付帳款部門，台灣台北市信義區松高路 1 號 15 樓，否則付款將會順延，並且排除條件 5.8 之適用。

5.4 The agreed Fees shall be due and payable within sixty (60) days after receipt by the accounts payable department of a complete and correct invoice. However, the Fees is due and payable only if the Goods have been fully delivered and the Services completely rendered by the Supplier and accepted by VOLKSWAGEN GROUP TAIWAN or completely handed over to VOLKSWAGEN GROUP TAIWAN, as the case may be. Payment will be made on the 25<sup>th</sup> of each month. In case the 25<sup>th</sup> day falls on a national holiday or non-working day, the payment will be made on the next working day.

契約約定之費用將於應付帳款部門收到完整並正確之發票後 60 日內到期付款。但是，只有在貨物已完全交付且服務完全由供應商提供並由台灣福斯接受或完全移轉給台灣福斯（視情況而定）時，款項才到期應付。付款將在每個月之 25 日付款。如果第 25 日屬於國定假日或非工作日，則付款將在下一個工作日進行。

5.5 VOLKSWAGEN GROUP TAIWAN shall pay the Supplier by electronic wire transfer to the bank account that Supplier specifies in writing. The remittance fee shall be borne by the Supplier.

台灣福斯應以匯款之方式，匯款至供應商以書面指定之銀行帳戶。匯費應由供應商負擔。

5.6 If VOLKSWAGEN GROUP TAIWAN receives an invalid invoice, it shall be entitled to return such invoice, and the time for payment of such invoice shall only commence on receipt of a corrected and valid invoice. If any invoice is not sent to VOLKSWAGEN GROUP TAIWAN within 2 months of delivery of the Goods or performance of the Services VOLKSWAGEN GROUP TAIWAN shall be entitled to delay payment beyond the period stated in Condition 5.4 hereof for the time taken to verify such invoice.

台灣福斯收到無效的發票時，有權退回該發票，而該發票之付款時間僅在收受正確且有效的發票時起算。如有任何發票未在貨物交付或服務履行後 2 個月內寄送至台灣福斯，台灣福斯得將付款順延超過條件 5.4 所規定之期間以核對該發票。

5.7 The Supplier is not entitled to suspend delivery of the Goods or performance of the Services as a result of any sums being outstanding.

供應商不得因任何款項尚未支付而暫停交付貨物或履行服務。

- 5.8 VOLKSWAGEN GROUP TAIWAN may set off sums due from the Supplier to VOLKSWAGEN GROUP TAIWAN under the Contract (or any other agreement) against sums due from VOLKSWAGEN GROUP TAIWAN to the Supplier under the Contract. The Supplier may not set off sums due from VOLKSWAGEN GROUP TAIWAN to the Supplier under the Contract against sums due from the Supplier to VOLKSWAGEN GROUP TAIWAN under the Contract.

台灣福斯得以供應商依據契約（或任何其他協議）應向台灣福斯支付之款項，與台灣福斯依據契約應向供應商支付之款項，進行抵銷。供應商不得以台灣福斯依據契約應向供應商支付之款項，與供應商依據契約應向台灣福斯支付之款項，進行抵銷。

## 6. INSTALLMENTS 分期履行

The Supplier may not deliver the Goods by separate installments or perform the Services in stages unless specifically agreed in writing by VOLKSWAGEN GROUP TAIWAN. If VOLKSWAGEN GROUP TAIWAN does agree, the Contract will be construed as a separate contract in respect of each installment / stage.

除經台灣福斯以書面特別同意者外，供應商不得分期交付貨物或分階段履行服務。如經台灣福斯明確同意，契約應被解釋為係與各分期／分階段不同的契約。

## 7. DELIVERY 交貨

- 7.1 The Goods will be delivered to and the Services will be performed at the address stated in the Order (or as otherwise agreed between the parties) on the date or within the period specified in the Order or agreed between the parties, or if no such period is specified or agreed then within 28 days of the date of the Order.

貨物及服務應在訂單所載之地址（或如雙方另行約定者），於訂單規定或雙方約定之日期或期間內交付及履行，或如未有期間之規定或約定時，於訂單簽發日後之 28 天內為之。

- 7.2 Time for delivery or performance will be of the essence.

交貨或履行時間至關重要。

- 7.3 VOLKSWAGEN GROUP TAIWAN will not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. VOLKSWAGEN GROUP TAIWAN will also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.

台灣福斯僅在交貨後已有 14 天可供對貨物進行驗時，被視為接受貨物。台灣福斯亦得於任何隱性瑕疵顯現後之 14 天內拒絕貨物，如同該等貨物自始即未被接受。

- 7.4 Risk in and ownership of the Goods will pass to VOLKSWAGEN GROUP TAIWAN on delivery.

貨物之風險及所有權應於交貨時移轉至台灣福斯。

## 8. REMEDIES AND INDEMNITY 救濟與保障

- 8.1 Without prejudice to any other right or remedy which VOLKSWAGEN GROUP TAIWAN may have (including, without limitation, pursuant to Conditions 3.1 and 9.1 hereof), if any Goods are not supplied, or any Services not performed, in accordance with the Contract or the Supplier fails to comply with any of the terms of the Contract, VOLKSWAGEN GROUP TAIWAN will be entitled (but not obliged) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by VOLKSWAGEN GROUP TAIWAN:

在不影響台灣福斯得享有之其他任何權利或救濟之前提下（包括但不限於依據條件 3.1 及 9.1 者），如有任何貨物或服務未依據契約供應或履行，或供應商未遵守契約之任何條款，無論貨物或服務之任何部分是否已被台灣福斯所接受，台灣福斯將有權（但無義務）依其裁量採取下列任何一種或多種救濟：

- 8.1.1 to rescind or terminate the Contract;

撤銷或終止契約。

- 8.1.2 to reject the Goods (in whole or part) and return them to the Supplier at the risk and cost of the Supplier on the basis of a full refund for the Goods so returned being paid forthwith by the Supplier;

拒絕（全部或一部之）貨物，並在供應商立即針對退回貨物全額退款之前提下，由供應商自負風險與費用將該貨物退回供應商。

- 8.1.3 at VOLKSWAGEN GROUP TAIWAN's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or performance of the Services or to supply replacement Goods and / or carry out any other necessary rectification work for the Services to ensure that the terms of the Contract are fulfilled;
- 依台灣福斯之選擇，在供應商自負費用之情況下，給予供應商機會補正貨物或服務瑕疵，或提供換貨及／或進行任何其他必要的修正工作，以確保契約條款之履行。
- 8.1.4 to refuse to accept any further deliveries of the Goods or further performance of the Services, but without any liability to VOLKSWAGEN GROUP TAIWAN;
- 拒絕接受進一步之貨物交付或服務履行，但台灣福斯無須負擔任何責任。
- 8.1.5 to carry out at the Supplier's expense any works necessary to make the Goods and / or the Services comply with the Contract; and
- 由供應商負擔費用進行任何必要工作，以使貨物及／或服務符合契約規定。
- 8.1.6 to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of the Supplier's breach of the Contract.
- 請求因供應商違反契約所受之損害賠償（無論是否係因供應商違反契約所造成的直接、間接或衍生性損失（上述損失包括但不限於利潤損失））。
- 8.2 The Supplier will indemnify, keep indemnified and hold harmless VOLKSWAGEN GROUP TAIWAN from and against all costs (including the cost of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (including attorney's fees), on a full indemnity basis, and judgments which VOLKSWAGEN GROUP TAIWAN incurs or suffers as a consequence of a direct or indirect breach, or negligent performance or failure in performance, by the Supplier of the terms of the Contract.
- 供應商應在全額賠償之前提下，就任何成本（包括執行費）、費用、責任、傷害、直接、間接或衍生性損失（上述損失包括但不限於純粹經濟上損失、利潤損失、業務損失及商譽損失等）、損害、請求、要求、程序或法律費用（包括律師費），及因供應商直接或間接違反、或就履行有過失或未履行契約條款而使台灣福斯遭受或承受的判決，對台灣福斯加以保障、使其受到賠償並保護其免於受損。

## 9. TERMINATION 終止

- 9.1 VOLKSWAGEN GROUP TAIWAN may by written notice terminate the Contract immediately if the Supplier is in material breach of the Contract.
- 若供應商重大違反契約規定，台灣福斯得以書面通知立即終止契約。
- 9.2 VOLKSWAGEN GROUP TAIWAN may by written notice terminate the Contract immediately if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Supplier or if the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Supplier) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Supplier or if the Supplier ceases or threatens to cease to perform the Contract or carry on business.
- 若任何擔保物權權利人占有、或破產管理人、行政接管人或類似人員被指定管理供應商之財產或資產，或供應商與其債權人達成任何自願性之協議、或聽命於行政命令或經指派管理人、或進入清算程序、或通過解散決議（除基於不涉及破產之合併或重整，並且該既存或新設實體同意承受供應商之義務或受其拘束），或在任何司法管轄區域內依法發生與供應商相關並與上述情事類似之任何事件、或供應商停止或威脅停止履行契約或經營業務，台灣福斯得立即以書面通知終止契約。
- 9.3 Failure to deliver the Goods or perform the Services on the due date in accordance with Condition 7.1 hereof is a material breach of the Contract.

經銷商未依據條件 7.1 在到期日前交付貨物或履行服務，屬於重大違反契約。

- 9.4 The termination of the Contract, howsoever arising, is without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

契約之終止，無論終止原因為何，均不影響雙方在終止前已存在之權利、義務及責任。經明示或暗示仍應於終止後有效之條件將繼續有效，不受終止之影響。

## 10. PROPERTY 財產

- 10.1 Any data, materials, equipment, tools, dies and moulds (and other similar items) supplied by VOLKSWAGEN GROUP TAIWAN to the Supplier will at all times be and remain the exclusive property of VOLKSWAGEN GROUP TAIWAN.

台灣福斯提供予供應商之任何資料、材料、設備、工具、模具與模組（以及其他類似品項）任何時候均屬於並將繼續屬於台灣福斯之獨有財產。

- 10.2 Neither party shall use the trade names, trade mark and other registered or unregistered designs, names or logos of the other without the other party's prior consent.

任何一方未經他方事前同意，不得使用他方之商業名稱、商標及其他註冊或未註冊之設計、名稱或標章。

- 10.3 Where the provision of the Services relates to the development of training courses by the Supplier, all intellectual property rights in such training courses shall belong to VOLKSWAGEN GROUP TAIWAN absolutely.

若供應商所提供之服務與訓練課程的開發有關時，在該訓練課程中的所有智慧財產權均均應歸屬於台灣福斯。

- 10.4 All patents, trademarks, service marks, registered designs, utility models, unregistered design rights, copyright (including copyright in drawings, plans, specifications, designs and computer software), database rights, rights in inventions, business or trade names (including internet domain names and e-mail address names), rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights whatsoever arising during the course of the Contract including without limitation anything developed jointly by the parties or by the Supplier during the course of or for the purposes of providing the Services or developing the Goods ("Service IPR") shall belong to and upon their creation vest solely and absolutely in VOLKSWAGEN GROUP TAIWAN, and VOLKSWAGEN GROUP TAIWAN shall be deemed to be the sole and absolute author and / or creator of the Service IPR.

供應商在履行契約過程中所衍生的任何專利、商標、服務標章、註冊設計、實用新型專利、未註冊設計權、著作權（包括圖說、計畫、規格、設計及電腦軟體之著作權）、資料庫權利、發明所含權利、營業或商業名稱（包括網域名稱與電子郵件地址名稱）、機密資訊與營業秘密所含權利，以及在世界各地具有類似或相對應性質的所有其他智慧與工業財產及權利，無論是否有註冊或得否申請註冊，包括申請註冊之權利及針對上述權利提出的所有申請案，以及為上述任何權利遭侵害提起訴訟之權利，包括但不限於基於任何在提供服務或開發貨物之過程中或為了該目的由雙方共同或供應商自行開發者（「服務智慧財產權」），均應歸屬於台灣福斯，並於其完成時單獨且完全地成為台灣福斯所有，且台灣福斯應被視為服務智慧財產權之唯一且完全的著作人及／或創作人。

- 10.5 To give effect to Condition 10.4 hereof the Supplier, with effect from the date of the Contract, assigns to VOLKSWAGEN GROUP TAIWAN, with full title guarantee and free from all encumbrances, all of the right, title and interest in all the present and (to the extent that future rights are capable of assignment) future Service IPR together with all the rights, powers and benefits arising or accrued from them. To the extent that future Service IPR are not capable of assignment with effect from the date of the Contract, the Supplier shall as and when such Service IPR comes into existence:

為賦予條件 10.4 效力，以契約簽署日為生效日，供應商將所有現在及未來服務智慧財產權之權利、產權及利益，連同其所衍生或累積之一切權利、權力及利益，在擔保產權完整且無任何負擔之情形下，全部轉讓予台灣福斯。在未來服務智慧財產權於契約簽署日尚無法轉讓之範圍內，供應商應在該服務智慧財產權成為存在時：

- 10.5.1 hold such Service IPR on trust for VOLKSWAGEN GROUP TAIWAN; and

以受信託方式為台灣福斯持有該服務智慧財產權；以及

- 10.5.2 assign to VOLKSWAGEN GROUP TAIWAN, with full title guarantee and free from all encumbrances all of the right, title and interest in such Service IPR together with all the rights, powers and benefits arising or accrued from them.

將該服務智慧財產權之權利、產權及利益，連同其所衍生或累積之一切權利、權力及利益，在擔保產權完整且無任何負擔之情形下，全部轉讓予台灣福斯。

- 10.6 The Supplier shall, at the discretion and request of VOLKSWAGEN GROUP TAIWAN and at VOLKSWAGEN GROUP TAIWAN's expense, execute any further documents, forms and authorizations anywhere in the world and perform any such acts or things as VOLKSWAGEN GROUP TAIWAN may require to enable VOLKSWAGEN GROUP TAIWAN to secure full legal title to the Service IPR and otherwise to secure the benefits of the rights assigned in these Conditions 10.4, 10.5 and 10.6 and to obtain registered protection in respect of the Service IPR.

供應商應依台灣福斯之裁量與要求，並由台灣福斯負擔費用之情況下，在世界上的任何地點簽署任何文件、表單及授權書，並執行任何台灣福斯可能要求的該等行為或事項，以使台灣福斯取得服務智慧財產權之完整合法產權，另同時確保依條件 10.4、10.5 及 10.6 所轉讓之權利之利益，並取得關於服務智慧財產權之註冊保護。

## 11. GENERAL 一般規定

- 11.1 Time for performance of all obligations of the Supplier is of the essence.

為了履行供應商所有義務的時間至關重要。

- 11.2 Each right or remedy of VOLKSWAGEN GROUP TAIWAN under any Contract is without prejudice to any other right or remedy of VOLKSWAGEN GROUP TAIWAN under these Terms and Conditions, any other Contract or any applicable laws and regulations.

台灣福斯在契約中所享有的任何權利或救濟，均不影響台灣福斯在本條款與條件、任何其他契約或任何相關法律規範中所得享有之任何其他權利或救濟。

- 11.3 Any provision of these Terms and Conditions which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions.

本條款與條件之任何規定如受到禁止或無法執行，應為僅在該受到禁止或無法執行的範圍內無效，且不會令本條款與條件中的其餘規定無效。

- 11.4 No failure or delay by VOLKSWAGEN GROUP TAIWAN to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

台灣福斯未能或延遲行使任何權利、權力或救濟，不被視為拋棄；其部分行使，亦不會妨礙該等或任何其他權利、權力或救濟的進一步行使。

- 11.5 The Contract is personal to the Supplier who may not assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract without VOLKSWAGEN GROUP TAIWAN's prior written consent.

契約就供應商之身分有屬人性，未經台灣福斯事前以書面同意，供應商不得轉讓、委託、授權、以信託方式持有或轉包其於契約中之任何權利或義務。

- 11.6 These Terms and Conditions may only be varied or amended in writing and signed by an authorised signatory of VOLKSWAGEN GROUP TAIWAN.

本條款與條件之變改或修正僅得以書面方式為之，並經台灣福斯授權簽署人簽名。

- 11.7 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office or principal place of business and will be delivered by hand or post. The notice will be deemed to have been duly served, if delivered by hand when left at the proper address for service, or if by post, upon receipt, in case given or addressed as aforesaid.

任何關於契約的通知，均應以書面經由專人親送或郵寄之方式，寄送至他方之登記辦事處或主要營業地址。通知如以專人親送方式，於留放在應送達地址時；或如以郵寄方式且交付至或載明前述地址，於收受時，視為合法送達。

- 11.8 Audit 查核

11.8.1 The Supplier shall maintain a full and proper audit trail of all documents and records relating to the supply of the Goods and the provision of the Services (including without limitation, relevant records, documents, and accounting procedures and practices) and shall provide such access as is reasonably requested by VOLKSWAGEN GROUP TAIWAN, with prior written notice, to enable its authorized representatives to audit the same at any time during the term of this Terms and Conditions or Contract and two (2) years after the expiration of the same at Supplier's premises.

供應商對於有關貨物供應及服務提供之所有文件與紀錄（包括但不限於，相關紀錄、文件及會計程序與慣例），應保持完整正確之查核追蹤，並應於台灣福斯以事前書面通知提出合理要求時提供查閱，以使其授權代表得於本條款與條件或契約之期間，及其期滿後二(2)年內，隨時在供應商的經營處所進行查核。

- 11.8.2 Supplier shall give auditor(s)/authorized representatives appointed by VOLKSWAGEN GROUP TAIWAN the opportunity to access for inspection, copying and auditing the application systems used by Vendor for business dealings with VOLKSWAGEN GROUP TAIWAN and stored data concerning VOLKSWAGEN GROUP TAIWAN in connection with the transactions of this Terms and Conditions or Contract. Supplier shall make available to VOLKSWAGEN GROUP TAIWAN the account documents and system documentation that are to be kept in accordance with legal and/or contractual provisions.

供應商應使台灣福斯指派之稽核人員／授權代表得以進入檢查、複印及查核賣方就與台灣福斯間之業務往來所使用的應用系統，並存取與本條款與條件或契約中之交易有關的台灣福斯相關資料。供應商應將依據法律及／或契約條款所保管之帳戶文件及系統文檔提供予台灣福斯。

11.9 Compliance and Sustainability 法令遵循及永續發展

- 11.9.1 By executing this Terms and Conditions or Contract, Supplier undertakes to comply with VOLKSWAGEN GROUP TAIWAN's "Requirements for sustainable development", please visit below route to read the whole text: [www.vwgroupsupply.com](http://www.vwgroupsupply.com)> Cooperation > Sustainability.

經由簽署本條款與條件或契約，供應商承諾遵守台灣福斯「永續發展之規定」，請造訪下列網址閱讀全文：[www.vwgroupsupply.com](http://www.vwgroupsupply.com)> Cooperation > Sustainability.

- 11.9.2 Supplier undertakes to comply with the Volkswagen Group requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners) and report any and all wrongdoing, corruption, or violation of the above mentioned Code of Conduct for Business Partners discovered in connection with the Services or Goods provided under this Terms and Conditions or Contract.

供應商承諾在其與業務合作夥伴之關係中遵守關於永續發展的福斯集團規定（業務合作夥伴行為守則），並就所發現與依據本條款與條件或契約所提供服務或貨物有關之任何及一切不法、貪汙或對前述業務合作對象行為守則之違反進行通報。

- 11.9.3 Supplier further undertakes to comply with all laws and regulations of any and all jurisdictions which govern either party or this Terms and Conditions or Contract. Supplier shall not engage in any practice which may constitute or have the appearance of corruption, including but not limited to bribery, coercion, collusion, or fraud. Supplier warrants that all of its representations to VOLKSWAGEN GROUP TAIWAN are authentic, true and valid. In the event that Supplier breaches any of its undertakings in Article 11.9.1, Article 11.9.2 and this Article 11.9.3, VOLKSWAGEN GROUP TAIWAN may terminate this Terms and Conditions or Contract immediately upon notification to Supplier and Supplier shall indemnify and hold harmless VOLKSWAGEN GROUP TAIWAN from any claim, investigation, prosecution, or damages arising from its breach. Notwithstanding Article 8 (REMEDIES AND INDEMNITY) above, Supplier shall pay to VOLKSWAGEN GROUP TAIWAN all costs, damages and lost profits resulting from Supplier's breach.

供應商進一步承諾，將遵守任何及一切司法管轄區域內所有規範任一方或本條款與條件或契約的法律及規定。供應商不得從事任何可能構成或具有貪汙表徵之行為，包括但不限於，賄賂、脅迫、勾結或詐欺行為。供應商保證向台灣福斯所為之所有聲明均為可靠、真實且有效。若供應商違反其在第 11.9.1 條、第 11.9.2 條及本項 11.9.3 條之承諾，則台灣福斯得以對供應商之通知立即終止本條款與條件或契約，而供應商應就任何因其違反上述承諾而生之請求、調查、起訴或損害對台灣福斯保證補償並使其免於受損。儘管有上述第 8 條（救濟與保障補償）之規定，供應商應支付台灣福斯因供應商違反上述承諾所衍生的全部費用、損害及利潤損失。

- 11.10 The Supplier shall at all times maintain with a reputable insurance company adequate employer's liability and public liability insurance and such other insurance policies as may be required properly to cover any and all liabilities arising out of the provision of the Goods and Services.

供應商應隨時妥善地保有由信譽卓著之保險公司所提供適當的僱主責任與公共責任保險及其他必要保險條款，以保障因提供貨物與服務所產生的任何及一切責任。

- 11.11 The Supplier undertakes to keep confidential and not to disclose to any third party any information of a confidential nature supplied by VOLKSWAGEN GROUP TAIWAN under a Contract (including but not limited to any specifications, product



planning, prices and volume forecasts) without the prior written approval of VOLKSWAGEN GROUP TAIWAN, except as may be required by law.

供應商承諾，除法律另有規定者外，未經台灣福斯的事前書面核准，將對由台灣福斯依據契約所提供任何具有機密性質之資訊（包括但不限於，任何規格、產品規劃、價格及數量預估）予以保密，且不會洩漏給任何第三方。

11.12 In the event that the Supplier processes data for which VOLKSWAGEN GROUP TAIWAN is the controller (for the purpose of the Personal Data Protection Act (as amended or replaced), the Supplier will:

在供應商處理由台灣福斯所控制之資料時（為了個人資料保護法之目的（包括修訂或替代版本）），供應商應：

- (a) act in accordance with VOLKSWAGEN GROUP TAIWAN's instructions;  
依台灣福斯之指示行事。
- (b) implement security measures to keep such data secure and to ensure compliance with the Personal Data Protection Act (as amended or replaced); and  
實施安全措施以確保該資料之安全，並確保遵守個人資料保護法（包括修訂或替代版本）之規定。
- (c) ensure any contract with the Supplier's subcontractor contains the same obligations as this clause 11.14.  
確保與供應商之轉包商所簽訂之契約包含與本第 11.14 條相同之義務。

11.13 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by the laws of Taiwan, the Republic of China. The parties agree to submit for themselves and their property in any legal action or proceeding relating to the Contracts and these Terms and Conditions, or for recognition and enforcement of any judgment in respect of any thereof, to the non-exclusive general jurisdiction of the relevant district court of Taiwan, the Republic of China at the place where the registered principal address of VOLKSWAGEN GROUP TAIWAN is located and the appellate courts from thereof; provided, however, such submission to the jurisdiction of the relevant district court shall not limit the right of VOLKSWAGEN GROUP TAIWAN to sue in any other jurisdiction.

契約或契約任何條款之成立、存續、解釋、履行、效力及所有面向均以中華民國台灣法律為準據法。雙方同意，在與契約及本條款與條件有關之法律程序或訴訟中就其本身或財產，或就關於任何前述事項的判決的承認與執行，以台灣福斯登記主要營業地址所在地的臺灣（中華民國）的地方法院及其上訴法院具有非專屬的一般管轄權；惟相關地方法院具有該管轄權，並未限制台灣福斯在任何其他司法管轄區域提起訴訟之權利。