

佰鼎科技股份有限公司南科分公司

Purchase Order （採購訂單）

Issued To：VTW03680

賣方（供應商）：台灣博曼有限公司

REV. 采购单版次：

Order Date：訂單日期 2025-06-30

Order No.：訂單號碼 2000531480

Ship To：收貨厂区 6021

Currency：幣別 TWD

Deliver Term：交貨條件 DAP 高雄佰鼎廠

Item 項次	Parts No. &Description料號/描述	UNIT1/QTY1 數量1/單位1	Delivery Date 交期	Unit Price (VAT Excluded) 未稅單價	Total Price 小計	UNIT2/QTY2 數量2/單位2	RR · 請購單號	Warehouse 倉碼
10	鍍金厚度量測儀/BA-601	1.000/AU	2025/10/31	7,910,000.00	7,910,000.00	1.000/AU	2000446820	
				Total Price 未稅總價：		7,910,000.00		

※一般環保要求：符合最新版本『產品及材料環境物質管制作業辦法（EPI12）』規定

General environmental requirements：Comply with the latest version of “Product and Material Environment Substance Control Operation Method(EPI12)”

※客戶特殊要求 Customer special requirements:

1、供應商不接收來自剛果及其周圍的國家和地區的“衝突礦產”，須追溯產品中金屬來源，以確保使用的金屬不是來自於“衝突礦區”或“血礦區”，供應商須將此要求傳達給上游供應商。

Suppliers shall not use metals from illegal mining areas in the Democratic Republic of Congo and need to trace the metals contained in the products not from “Conflict area” or “blood ore”. Suppliers shall pass the said requirement to the upstream suppliers .

2、“實物外包裝張貼標籤，標籤內容：料號/品名/規格/數量，每個包裝張貼，料號/品名/規格需與訂單一致”。

Post mark on outer box shall contain P / N , product name . specification and number , which should be matched with the content of Order .

※供應商的內部控制、財務狀況、守法規範、貿易安全等，須依約定的交易條件遵守出口地及(或)進口地之海關相關規定，包括但不限於《海關認證企業標準（高級認證）》及(或)《優質企業認證及管理辦法》

Inner control of supplier, such as Financial status, regulations Obey SOP , Trade safety and so on shall comply with the Standards for Advanced Certified Enterprises authorized by General Administration of Customs of the People’s Republic of China.

發票類型：☒ Invoice ☐ 未稅(VAT Excluded) ☐ 含稅(VAT Included)

1.Payment Terrs:

訂金30%，交機50%，驗收20%，月結30天，T/T

付款條件

支付，設備驗收後整機保固1年(人為損壞&耗材除外)

6. Warranty Period:

保固期

2.Manufacturer:

製造商

Bowman

7.Destination:

運達地點

高雄路竹區路科九路23号

3. Insurance:

保 險

8. 设备上所有零部件必须为新品

4.Packing: Commonly acceptable industry standard and buyer’s requirements

包裝方式 符合業界標準及買方之要求

5. Inspection: Manufacturer’s inspection report shall be attached to the shipping documents. Inspection

檢 驗 出貨文件必須包含制造商的檢測報告.

Note 1: Any different or additional provision provided by Seller in any acceptance,confirmation, or acknowledgement to this Purchase Order (“PO”) is null and void unless accepted by authorized person of Buyer in writing. Seller shall perform all obligations under the PO issued by Buyer.

未經買方授權人書面同意，賣方回簽本訂單時就本訂單內容所為之任何增刪修訂無效。賣方仍應依買方發出之訂單履行義務。

Note 2: Seller has reviewed and understood the provisions on the reverse and/or successive page(s) of this document, which constitute parts of this PO.

本訂單之次頁、背面或續頁條款為本訂單之組成部分，賣方已詳讀並了解。

Note 3: Seller shall confirm this PO with Buyer within 2 working days upon Seller’s receipt. Seller’s delivery of Products according to the provisions on Delivery Notice (“DN”) or other delivery requests from Buyer shall be deemed as Seller’s acceptance of this PO and Seller shall perform all obligations under this PO and DN or other delivery requests.

賣方應於收到本訂單後兩個工作日內予以確認。賣方依買方之交貨通知或其他交貨文件向買方交貨者，視為賣方接受本訂單，賣方應履行本訂單及相應交

貨通知或其他交貨文件之所有義務。

Note 4: The Chinese version of this PO shall prevail in the event of any discrepancy between the Chinese version and the English version.

本訂單中英文內容衝突時，以中文版本為準。

Note 5 : This PO and any particular DN or delivery request issued by Buyer constitute an independent and complete agreement between both parties. This PO shall not constitute Buyer’s purchase obligation without DN or other delivery requests.Final quantity and/or delivery date shall be subject to the provisions on the most current DN or other delivery requests. Seller agrees to deliver Products according to such particular DN or delivery request. Buyer has the right to cancel this PO according to the needs of production and operation. If the cancellation of the PO by Buyer causes direct damage to Seller, both parties shall settle the matter through negotiation. Unit Price shall be the most current one as agreed by both parties before payment. Notwithstanding otherwise provided under this PO, in case Seller supplies Products to Buyer via VMI Hub (“Hub”) as agreed by both parties, any particular DN or delivery request issued by Buyer shall only serve as Buyer’s forecast and its request for safety stock according to which Seller shall stock the products in Hub. However,such DN or delivery request shall not constitute Buyer’s purchase obligation. The actual quantity of Products purchased by Buyer is subject to the quantity of Products specified in the confirmed pull document, including but not limited to Goods Receiving Notice (“GRN”). Buyer’s confirmed pull documents, including but not limited to GRN, and this PO constitute a complete agreement and Seller shall perform all obligations under this PO and the pull documents.

本訂單應與買方發出的個別交貨通知或其他交貨文件構成交易之個別完整協議，僅有本訂單，買方不負購買義務。本訂單之交期及/或數量以最新交貨通知或其他交貨文件所載信息為準，賣方同意依最新交貨通知或其他交貨文件向買方交貨。買方有根據生產經營需要取消訂單的權利，因買方取消訂單給賣方造成直接經濟損失的，雙方協商處理。本訂單之單價以買方付款前雙方約定之最新有效價格為準。但若雙方約定以VMI Hub方式交貨，買方發出的交貨通知或其他交貨文件之數量僅為買方之需求預估及安全庫存要求，賣方應依買方文件備貨，該數量不購成買方購買義務。買方實際購買數量以買方確認之提貨單據(包括但不限於收貨單)所載之數量為準。買方確認之提貨單據(包括但不限於收貨單)與本訂單構成個別完整協議，賣方應履行本訂單及提貨單據之所有義務。

The undersigned has the whole power and authority from Seller to execute this PO.

本訂單之賣方簽署人已獲得賣方充分授權，有權代表賣方簽署本訂單。

Prepared by(採購經辦): 俞玮琳

Approved by(採購主管): 林益弘

General Terms

With regard to the sale and purchase of Products (as hereinafter defined), Seller and Buyer (collectively the “Parties”) hereby agree as follows:

1. Product(s)

“Product(s)” shall mean any product, its spare part and component manufactured and/or provided by Seller to Buyer pursuant to this Purchase Order (“PO”), and/or any design, research, testing and other services agreed by both Parties under this PO.

2. Price

Unless otherwise agreed upon in this PO or other written agreements by both Parties, price under this PO (“Price”) shall include all tax, shipping cost and other production and sale cost. Unit Price under this PO shall be the most current one as agreed upon by both Parties before payment. Seller hereby warrants that the Price does not exceed those offered to other customers purchasing the same or similar products under the same or similar transaction conditions in the same quarter. If, at Buyer’s discretion, the price for the same or similar products is lower, Buyer may thus proportionally deduct the payment for the Products and/or offset against any of Buyer’s accounts payable to Seller (including but not limited to the payment for the Products.).

3. Payment

Unless otherwise stipulated herein, payment shall be made within 90 days from 1) Buyer’s receipt of the appropriate invoice from Seller, or 2) Buyer’s final acceptance of the Products, whichever is later. Seller agrees that Buyer is entitled to cease performing the payment obligations to Seller (including but not limited to the payment obligation for the Products) without any liability if Buyer finds any defect in the Products before payment.

4. Forecast

Buyer may periodically or from time to time issue the forecast to Seller, and Seller shall confirm such forecast in writing within two (2) working days from the receipt of such forecast. In case Seller is unable to satisfy any forecast, Seller shall state reasons and adjustment suggestions in writing and reply to Buyer. Seller shall prepare materials and production capacity according to the forecast. However, the forecast (whether confirmed or not) does not constitute Buyer’s order or purchase obligation.

5. Purchase Order Change

Both Parties agree that, Buyer may, from time to time before Seller’s shipment of Products, cancels the shipment or changes: 1) the method of shipment or packing, 2) time and/or place of delivery, and/or 3) the quantity of Products specified under this PO, DN or other delivery request.

6. Delivery and Package

Unless otherwise stipulated herein, Seller shall deliver Products in accordance with DDP (Incoterms® 2010). Title to Products shall pass from Seller to Buyer upon Seller’s delivery of the Products to Buyer. Seller shall deliver Products in strict accordance with this PO, DN and other delivery request provided by Buyer. In case that any shipment will or may likely be delayed, Seller shall immediately notify Buyer of the reasons for and the effect of such delay. Upon Buyer’s request, Seller shall, at its expenses, undertake steps to cure such delay, including but not limited to adopting expedite shipping method like by air to deliver Products and providing necessary documents. If Seller fails to deliver Products in a timely manner, in addition to the remedies under applicable laws, Buyer is entitled to penalty at 0.5% of the total Price of the delayed Products per day, starting from Delivery Date as specified in this PO and ending on the Delivery Completion Date (“Delivery Completion Date” herein means the date when Products are accepted by Buyer). Buyer’s acceptance of the delayed shipment shall not relieve Seller of its liabilities under this PO or applicable laws. Seller shall, at its expenses, label, package, handle, and preserve or dispose of Products in conformance with good commercial practice and Buyer’s instructions, so as to make the Products and the transaction comply with laws and regulations and requirements of Buyer’s customers, and hold Buyer and its customers harmless from any loss or damage.

7. Inspection and Acceptance

Seller shall inspect Products before delivery according to the specifications, quality standards and other standards required by Buyer. Upon Buyer’s request, Seller shall provide to Buyer the outgoing inspection report and technical documents related to equipment, production process, quality control, reliability, safety and so on. Buyer may enter Seller’s facility to inspect the production process and Products from time to time, and Seller shall provide Buyer with all necessary assistance. Buyer or the party designated by Buyer may inspect Products before or after delivery in accordance with specification, quality standards and other standards required by Buyer. However, whether Products are inspected or accepted by Buyer shall not relieve Seller of any of its warranties for Products. Seller shall bear any and all expenses arising from the inspection herein.

8. Warranties

Seller warrants that: 1) all Products shall conform strictly to Buyer’s specifications, drawings or other requirements; 2) all Products shall be free of any lien, mortgage, pledge or encumbrance; 3) none of Products shall infringe any third party’s intellectual property rights; 4) all Products shall be free from any defect in design, material and workmanship; for a warranty period of five (5) years, unless otherwise stipulated herein, starting from the date when Products are accepted by Buyer. In the event that the warranty period of any product containing Product provided by Buyer to its customers is longer than five (5) years, Seller agrees to follow such longer warranty period. Seller shall provide repair and maintenance services within the warranty period and for additional two (2) years after the warranty period provided under 4) free of charge. Seller further warrants that 1) all Products shall fully comply with the social and environmental requirements of Buyer and its customers, and other related social and environmental standards (including but not limited to RoHS, EICC, REACH, SA8000, ISO14001, OHSAS18001 and WEEE); 2) Seller shall not make any changes to the designs, materials, production process, quality control, manufacturing site and other

aspects of the Products without Buyer’s prior written consent; 3) none of Products shall cause any personal injury or death or any damage to property of Buyer, its customers and any third party; and 4) all Products shall comply with other agreements between both Parties. Warranties herein shall survive termination of this PO in whole or in part.

9. Product Defect

If any Product is not in conformance with the specification required by Buyer or the warranties under this PO, Buyer may at its sole discretion select one or more of the following: 1) return the nonconforming Products at Seller’s expenses (including but not limited to freight, customs and insurance premium) and risk, and have Seller replace or repair the nonconforming Products or provide similar Products within a period designated by Buyer; 2) repair or have any third party repair the nonconforming Products and recover from Seller reasonable costs and expenses incidental or in associated with such repair; 3) reject all Products covered by this PO or the nonconforming Products only, procure similar Products in substitution and charge Seller for additional costs (including but not limited to freight, customs and insurance premium) arising from the procurement of such substitutes; 4) deduct the payment; 5) terminate this PO in whole or in part; 6) have Seller indemnify Buyer or Buyer’s customer for all losses and damages incurred; 7) have Seller compensate Buyer for the costs and expenses in connection with the inspection (including sorting) and recall of the Products; 8) have Seller provide defect analysis report and correction plan for the nonconforming Products in writing. Buyer’s selection of any remedies above shall not be deemed a waiver of any remedial right which Buyer is entitled to according to applicable laws.

10. Intellectual Property Right

Seller agrees to grant Buyer and its customer(s) a perpetual, irrevocable, non-transferable, and royalty-free license under all intellectual property rights included in the Products supplied to Buyer by Seller, so that Buyer and its customer(s) have the right to make, use, sell, offer to sell or import similar products or other products which contain the aforesaid intellectual property rights worldwide.

11. End of Life Product and Supply of Spare Parts

Seller shall notify Buyer in writing at least twelve (12) months before the end of life of Products. Seller promises to supply spare parts for seven(7) years after the end of life of Products. If Seller is unable to meet the aforesaid requirement regarding spare parts supply, Seller shall provide replacement Products with the same function upon Buyer’s consent.

12. Infringement Indemnification

Seller warrants that Product shall not infringe any third party’s intellectual property. Seller shall provide to Buyer any document or assistance required for any infringement investigation. In the event of any infringement claim, Seller shall indemnify, defend and hold Buyer and its affiliates, customers, directors and employees harmless against any damages and losses arising therefrom, and, upon Buyer’s notification and at Seller’s expenses, 1) modify Product design to make it non-infringing or 2) obtain third party’s license for the use of such Product. In the event of any lawsuit for infringement, Seller shall bear all court fees, settlement payments or judgment awards (including but not limited to attorney fees); upon Buyer’s request, Seller shall at its own expenses retain attorneys and defend the lawsuit on behalf of Buyer.

13. Liabilities for Breach

In case of Seller’s breach, nonperformance or incomplete performance of any obligations under this PO (including but not limited to those related to delivery date, Product quantity, or warranties), Buyer is entitled to terminate this PO in whole or in part without any liability. Seller shall compensate Buyer for any cost, expense, penalty, loss or damage incurred (including but not limited to the loss and damage claimed by Buyer’s customers, litigation costs, and attorneys’ fees) arising therefrom. Buyer is entitled to take any its debt to Seller (including but not limited to the payment for Products) to offset the above mentioned costs, expenses, penalties, losses and damages incurred by Buyer.

14. Assignment

Seller shall not assign any right or obligation under this PO to any third party without Buyer’s prior written consent. Seller shall be held jointly and severally liable with the third party for the third party’s breach of any obligation hereunder even though the assignment was consented to by Buyer.

15. Waiver

Buyer’s waiver of any its right and/or remedy provided under this PO shall only be done in writing. Buyer’s waiver of any right and/or remedy for Seller’s noncompliance with any obligations herein shall not constitute a waiver of its right and/or remedy in subsequent similar instances.

16. Governing Law and Jurisdiction

The formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of the People’s Republic of China. Any and all disputes arising out of this PO shall be amicably resolved by both Parties. Both parties agree to submit the disputes which cannot be amicably settled to China International Economic and Trade Arbitration Commission for arbitration in accordance with its effective arbitration rules when submitting. If the arbitration fails to proceed or there is any dispute about the validity of the arbitral awards due to jurisdiction, Statutes of Limitations or other reasons, both Parties agree to submit the disputes to the court in Buyer’s place of business as the first instance court. However, the formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of Republic of China, and any disputes arising out of this PO shall be submitted to Taipei District Court, Taiwan for the first resolution, if Seller’s registered place of business is in Taiwan.