

**買方**

MACDERMID PERFORMANCE SOLUTIONS TAIWAN LTD.  
NO. 77 GUANGFU N.RD, HOKOU TOWNSHIP  
HSINCHU COUNTY 303036  
TAIWAN

**聯絡人:** Patrick Lo**電話:** 034621928**電子郵件:** Patrick.Lo@macdermidalpha.com**賣方**

台灣博曼有限公司  
民享路407號  
新北市  
TAIWAN

**收貨地址**

MacDermid Performance Solutions Ltd.  
20 AnDong Rd., Zhongli District  
Taoyuan 32063  
TAIWAN

**訂貨單編號:** 9500117010**訂貨日期:** 2024/7/ 4**幣別:** TWD**付款條件:** TT 30DAYS

項次	品項編號 品名 規格	交貨日期	數 量 單位	單價 稅率	項次淨額
10	M-series射線管	2024/7/31	1.00 EA	460,000 5 %	460,000

未稅總額	稅率 (VAT F	稅額
460,000	5 %	23,000

未稅總額	TWD	460,000
營業稅 (VAT)	TWD	23,000
總計	TWD	483,000
預付金額	TWD	0
應付總額	TWD	483,000

親愛的供應商，請務必將本公司的訂單號碼正確的註明在發票上，發票開立所使用的幣別、品名、數量、單價、金額及其他必要條件必須與訂單內容一致。任何資料不符，本公司將自動退回發票，進而導致付款延遲。

## 購買條款和條件

- 衝突條款和條件。**這些條款和條件（“條款和條件”）適用於訂購單（“訂購單”）字面所述的貨物、商品和材料（統稱“貨物”）和/或服務（“服務”），並且在訂購單字面所述的賣方（“賣方”）接受訂購單後，訂購單連同任何附錄或附件構成訂購單字面所述的買方（“買方”）和賣方之間的協定（統稱“協定”）。如訂購單字面條款和條件與這些條款和條件之間產生衝突，應以訂購單的字面規定為準。如果雙方之間另行簽訂的書面協定與這些條款和條件產生衝突，應以該書面協議的條款為準。任何部分貨物的貨運或服務的提供應被視為構成接受。買方特此拒絕接受與本檔所述的條款和條件有差異的任何確認書或包含賣方提交的銷售條款和條件的其他賣方檔，並且本檔的規定不得被修改或變更。
- 交貨、所有權和損失風險。**除非訂購單字面另有規定，或者適用法律另行要求，所有產品的交付均為在訂購單指定的買方場地 DDP（完稅後交貨）（2010 年國際貿易術語）。在產品交付至訂購單指定的買方場地後，產品的所有權和損失風險轉移至買方。對於所有產品交付，時間極其重要。買方保留權利拒絕比適用的交貨期提前一周以上交付貨物，並且保留權利將該貨物退回給賣方，費用由賣方承擔。賣方應在所有貨運中提供品質證明書、詳細列明的裝箱單和提單。賣方必須在所有單證中包含訂購單號，在每個運送的集裝箱上提供產品描述、批號和買方產品編號。
- 價格和付款。**賣方明確同意訂購單所述的價格為約定價格並且仍為約定價格，直至所有交貨和/或服務（如適用）完成。如果訂購單中不包含價格，則價格應按照賣方於訂購單之日公佈的有效價目表中所述的價格。款項應以訂購單中規定的貨幣進行支付，並且在收到發票起 90 天到期。因拒絕、差異或已支付的發票產生的抵免可由買方選擇從未來的付款中扣除。
- 保證。**賣方保證：（1）買方擁有所有貨物的良好且無產權負擔的所有權，（2）貨物和服務符合買方規定或約定的規格、描述或提供的樣品，以及（3）貨物應適銷、品質良好、無缺陷且適合預期用途。賣方同意賠償並保護買方免于承擔因違反賣方保證導致或產生的任何和所有索賠、損失、損害和費用（包括律師費）。
- 檢查和拒絕。**買方有權在所有時間和地點在可實行的範圍內核對總和檢查所有貨物，包括在賣方製造期間。最終檢查應在最終交貨後的合理時間內在買方的場地進行。如果本檔項下交付的任何貨物有缺陷或在其他方面不符合訂購單要求，則買方即便支付或之前進行了檢驗或檢查，仍有權拒絕所有或任何部分此等貨物，並且由買方選擇將此等貨物退回給賣方以抵免支付的價格或退還部分付款，或要求替換貨物，費用全部由賣方承擔。
- 因故終止。**如果賣方（1）未能遵守本協議的任何條款或條件，（2）依據任何破產法律的任何規定，指定破產接管人、破產或對賣方提起訴訟，（3）停止運營或與協力廠商合併或由協力廠商收購，或（4）未經買方事先書面同意，向協力廠商轉讓其在訂購單項下的任何權利或義務，則買方可在通知賣方後隨時取消未運送的任何或所有貨物或未提供的服務的全部或部分訂購單。在此等取消後，買方除了支付在賣方收到終止通知前向買方交付和由買方接受的貨物和服務以及要求交付給買方的在製品的任何所欠餘額外，不向賣方承擔其他責任。
- 其他救濟。**買方有權明確執行訂購單的條款。買方在訂購單項下的權利和救濟可進行累積，此外還有依據法律或衡平法可獲得的任何其他權利和救濟。
- 專利和其他智慧財產權索賠。**賣方將基於本文件項下購買的貨物或任何其零件侵犯了任何專利、版權、商標、商業秘密或任何協力廠商的任何其他所有權的聲稱，針對向買方提起的任何訴訟進行辯護，費用由賣方承擔，並且賣方將支付所有的費用和損害賠償，包括律師費。如果由於此等侵權針對買方使用貨物或貨物的任何部分獲得最終的禁令，或者賣方合理認為貨物或貨物的任何部分可能成為任何智慧財產權的索賠或侵權的標的，賣方將根據買方要求，為買方獲得繼續使用貨物的權利或者替換或更改貨物，費用由賣方承擔，以便貨物不涉及侵權但在功能上等同于本檔項下原先提供的貨物。
- 責任限制。**在任何情況下，對於因違反本協定或因本協定產生或與之相關的任何事宜導致的任何特殊的、間接的、附帶的、隨之發生的（包括利潤損失）或任何類型的懲罰性損害賠償，不論是否基於合同、侵權（包括疏忽）或其他，買方均不向賣方承擔責任。
- 保密資訊。**賣方不得向具有合法知情需求的賣方員工、高級職員或董事之外的任何人員披露或為執行訂購單以外的目的使用任何從買方獲得的與訂購單有關的資訊，包括但不限於圖紙、藍圖、手冊、說明書或規格書（“保密資訊”）。買方在任何時候對其向賣方提供的預期用於與訂購單有關用途的保密資訊均擁有所有權。在訂購單終止後，或買方請求時，賣方應立即向買方退回所有交付給賣方的保密資訊（包括所有副本）。雙方瞭解任何由買方從賣方獲得的資訊（包括所有圖紙和檔）均不具有保密性質，亦不限制買方對此等資訊的使用。
- 包裝、標記和交付責任。**賣方應包裝並標記訂購單涉及的貨物，以滿足承運人要求並保證貨物到達訂購單指定的地點，沒有損壞和變質。所有集裝箱、包裝和貨箱材料均成為買方財產。
- 轉讓。**未經一方事先書面同意，另一方不得轉讓訂購單，除了買方可不經賣方同意，向附屬公司轉讓訂購單及其獲得本檔項下貨物和服務的權利。
- 遵守法律。**各方應在履行本檔項下義務以及生產、銷售、交付貨物和服務過程中，遵守所有適用法律和政府規定、法規和命令。
- 棄權。**在特定情況下，一方對另一方違反本協議的棄權不作為之後違反本協議或其他類型的棄權。在特定情況下，一方未能行使本協議項下的任何權利不作為對該方之後行使本協議項下權利或不同權利的棄權。
- 繼承。**本協議對賣方和買方及其各自繼承人和允許的受讓人具有約束力，並且適用於上述人士的利益。
- 通知。**除另行規定外，這些條款和條件規定的所有通知均應以書面形式作出，通過實際遞送或電子郵件或掛號或保證郵件發送，需要回執，並且在親自遞送或通過電子郵件發送之日或放入郵資預付郵件後三（3）天應視為收到。
- 賣方保險。**賣方將按照其業務合理所需的類型和金額維持保險單，並承擔費用和支出。
- 反腐敗合規。**賣方證明其（1）已經並且將繼續完全遵守買方的《反國外腐敗法》/《反腐敗政策》（“政策”）（可在買方網站上獲得：[www.platformspecialtyproducts.com](http://www.platformspecialtyproducts.com)）和所有適用的反腐敗法律，包括但不限於《美國反國外腐敗法》（統稱“適用法律”）；和（2）未曾並且不會支付、提供或承諾支付或授權支付（無論直接或間接）任何金錢或任何有價值的物品給（1）任何政府官員、政府員工、政黨或政黨職務候選人，以影響任何行為或決定來獲得或保留業務或以其他方式獲得不當利益，或（2）可合理預期將導致收受者違反其忠實或信託義務的任何私人。買方可審計賣方的帳冊和記錄，並進行其他內部審核，以核實賣方是否遵守該政策和適用法律。賣方同意如果其獲悉、有理由知悉或懷疑與本協議有關的涉及買方、任何買方附屬公司或賣方或其代表訴訟的任何違反該政策或任何適用法律的行為，其應立即以書面形式告知買方。
- 其他。**如果具有合法管轄權的法院認定本檔的任何規定無效或不可執行，則應以有效、合法和可執行的方式修改此等規定，以盡可能獲得本協議的預期效果，或者如果該等行為無法實現，則應刪除此等規定和使之無效，所有以上行為不得影響本協議的任何其他規定。各方放棄對本檔項下產品的銷售適用《聯合國國際貨物銷售公約》。本協議受買方主要營業地點所在轄區的法律管轄，並且賣方同意服從買方主要營業地點所在轄區法院的管轄。除了這些條款和條件的第一款規定以外，本協議構成雙方之間關於銷售和購買貨物和服務的完整書面協定，並且不存在未在本檔中包含的關於標的事項的明示或默示協議、約定、聲明。本協議的任何修改不對買方產生約束力，除非經買方書面同意。

## TERMS AND CONDITIONS OF PURCHASE

1. **Conflicting Terms and Conditions.** These terms and conditions ("T&Cs") shall apply to the goods, merchandise and materials (collectively, "Goods") and/or services ("Services") described on the face of this Purchase Order ("PO"), and upon acceptance of the PO by the seller indicated on the face of the PO ("Seller"), the PO together with any exhibits or attachments shall form an agreement between the buyer indicated on the face of the PO ("Buyer") and Seller (collectively, the "Agreement"). To the extent of a conflict between the terms and conditions on the face of the PO and these T&Cs, the provisions on the face of the PO shall govern. In the event there is a separate written agreement between the parties that conflicts with these T&Cs, the terms of the written agreement shall govern. Shipment of any part of the Goods or provision of Services shall be deemed to constitute acceptance. ANY ACKNOWLEDGMENT FORM OR OTHER SELLER FORM CONTAINING TERMS AND CONDITIONS OF SALE SUBMITTED BY SELLER WHICH ARE DIFFERENT FROM THOSE SET FORTH HEREIN ARE HEREBY OBJECTED TO BY BUYER AND SHALL NOT MODIFY OR ALTER THE PROVISIONS CONTAINED HEREIN.

2. **Delivery, Title and Risk of Loss.** Unless otherwise stated on the face of this PO, or to the extent otherwise required by applicable law, all deliveries of Products shall be DDP, Buyer's site designated in the PO (Incoterms 2010). Title and risk of loss pass to Buyer upon delivery of the Products to Buyer's site designated in the PO. Time is of the essence for all deliveries of Products. Buyer reserves the right to refuse delivery of any Goods made more than one week in advance of any applicable delivery schedule and to return such to Seller at Seller's expense. Seller will include a quality certificate, an itemized packing list, and a bill of lading with all shipments. Seller must include the PO number on all documentation and product description, lot number, and Buyer item number on each container shipped.

3. **Price and Payment.** Seller expressly agrees that the prices stated in this PO are firm and shall remain firm until all deliveries and/or Services (as applicable) have been completed. If no price is included in the PO, the price shall be the price set out in Seller's published price list in force as of the date of the PO. Payment shall be made in the currency specified on the PO and is due 90 days from receipt of invoice. Credits due for rejections, discrepancies or paid invoices may, at Buyer's option, be deducted from subsequent payments.

4. **Warranty.** Seller warrants that: (i) Buyer shall have good and unencumbered title to all Goods, (ii) the Goods and Services shall conform to the specifications, descriptions or samples furnished, specified or agreed upon by Buyer, and (iii) the Goods shall be merchantable, of good quality, free from defects and fit for their intended purpose. Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, losses, damages and expenses (including attorneys' fees), resulting from or arising out of a breach of Seller's warranties.

5. **Inspection and Rejections.** Buyer shall have the right to inspect and examine all Goods to the extent practicable at all times and places, including during the Seller's period of manufacture. Final inspection shall be at Buyer's premises within a reasonable time after final delivery. In case any Goods delivered hereunder are defective or otherwise not in conformity with the requirements of this PO, Buyer shall have the right, notwithstanding payment or any prior inspection or examination, to reject all or any part of such Goods, and at Buyer's option, to return such Goods to Seller for credit or rebate of the price paid, or require replacement of the Goods, all at Seller's expense.

6. **Termination for Cause.** Buyer may cancel this PO in whole or in part as to any or all Goods not yet shipped or Services not yet provided, at any time upon notice to Seller in the event Seller (1) fails to comply with any term or condition of this Agreement, (2) appoints a receiver, becomes insolvent, or proceedings are instituted by or against Seller under any provision of any bankruptcy law, (3) ceases operations, or merges with or is acquired by a third party, or (4) assigns any of its rights or obligations under this PO to a third party without Buyer's prior written consent. Upon such cancellation, Buyer shall have no liability to Seller beyond payment of any balance owing for Goods and Services delivered to and accepted by Buyer prior to Seller's receipt of the notice of termination, and for work in process requested for delivery to Buyer.

7. **Additional Remedies.** Buyer shall have the right to specifically enforce the terms of this PO. Buyer's rights and remedies under this PO are cumulative and are in addition to any other rights and remedies available at law or in equity.

8. **Patents and Other Intellectual Property Claims.** Seller will defend any action brought against Buyer based on a claim that the Goods purchased hereunder, or any of their parts, infringe any patent, copyright, trademark, trade secret or any other proprietary right of any third party, at its expense, and will pay all costs and damages, including attorneys' fees. In the event a final injunction is obtained against Buyer's use of the Goods or any part thereof by reason of such infringement, or in Seller's reasonable opinion the Goods or any part thereof are likely to become the subject of a claim or infringement of any intellectual property right, Seller will at its expense and as required by Buyer, either procure for Buyer the right to continue using the Goods or replace or modify Goods so they are noninfringing but functionally equivalent to the Goods originally provided hereunder.

9. **Limitation of Liability.** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES OF ANY KIND, NO MATTER WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, RESULTING FROM BREACH OF THIS AGREEMENT OR ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

10. **Confidential Information.** Seller shall neither disclose to any person other than its employees, officers or directors who have a legitimate need to know the information, nor use for purposes other than performance of this PO, any information received from Buyer in connection with this PO, including, but not limited to, drawings, blueprints, manuals, descriptions or specifications ("Confidential Information"). Buyer shall at all times have title to Confidential Information furnished by Buyer to Seller and intended for use in connection with this PO. Upon termination of this PO, or when requested by Buyer, Seller shall promptly return to Buyer all Confidential Information (including all copies) delivered to Seller. It is understood that any information received by Buyer from Seller, including all drawings and documents, will not be of a confidential nature or restrict the use of such information by Buyer.

11. **Responsibility for Packing, Marking and Delivery.** Seller shall pack and mark the Goods covered by this PO to meet carrier requirements and assure arrival at the site designated in the PO free of damage and deterioration. All containers, packing and crating material shall become property of Buyer.

12. **Assignment.** This PO may not be assigned by either party without prior written consent of the other, except that Buyer may, without Seller's consent, assign this PO and its right to receive the Goods and Services hereunder to an affiliate.

13. **Compliance with Laws.** Each party shall, in performance of its obligations hereunder, and in the production, sale and delivery of the Goods and Services, comply with all applicable laws and governmental rules, regulations and orders.

14. **Waiver.** A waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in subsequent instances.

15. **Succession.** This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

16. **Notices.** Except as otherwise provided, all notices provided for by these T&Cs shall be given in writing either by actual delivery or by e-mail or registered or certified mail, return receipt requested, and shall be deemed to be received on the date personally delivered or sent by e-mail, or three (3) days after deposited in the mail postage prepaid.

17. **Seller Insurance.** Seller will maintain, at its cost and expense, policies of insurance of the types and in the amounts reasonably required for its business.

18. **Anti-Corruption Compliance.** Seller certifies that it (i) has been and will continue to be in full compliance with Buyer's Foreign Corrupt Practices Act/Anti-Corruption Policy (the "Policy") (which can be found on Buyer's website: [www.platformspecialtyproducts.com](http://www.platformspecialtyproducts.com)) and all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act (collectively, "Applicable Laws"); and (ii) has not and will not pay, offer, or promise to pay, or authorize the payment of, directly or indirectly, any monies or anything of value to (a) any governmental official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision to obtain or retain business or otherwise gain an improper advantage, or (b) any private individual that could reasonably be expected to cause the recipient to violate his or her duty of loyalty or trust. Buyer may audit Seller's books and records and conduct other internal review to verify compliance with the Policy and Applicable Laws. Seller agrees that it shall immediately advise Buyer in writing if Seller learns of, has reason to know of, or suspects any violation of the Policy or any Applicable Laws involving Buyer, any of Buyer's affiliated companies, or the actions of Seller or its representatives in connection with this Agreement.

19. **Miscellaneous.** If any provision herein is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be amended to as closely as possible achieve the intended effect of this Agreement in a valid, lawful and enforceable manner, or if not possible, then deleted and ineffective to the extent thereof, all without affecting any other provision of this Agreement. The parties disclaim applicability of the U.N. Convention on the International Sale of Goods to the sale of Goods hereunder. This Agreement shall be governed by the laws of the jurisdiction of Buyer's principal place of business, and Seller agrees to be subject to jurisdiction in the courts of the jurisdiction of Buyer's principal place of business. Except as provided in the first paragraph of these T&Cs, this Agreement constitutes the entire written agreement of the parties covering the sale and purchase of the Goods and Services, and there are no understandings, agreements, representations, express or implied, that are not contained herein regarding the subject matter hereof. No modification of this Agreement shall be binding on Buyer unless approved by Buyer in writing.