

Purchase Order

STANLEY CHIRO INTERNATIONAL LTD.
NO.121 Yung-Ho Road, Ta-Ya District, Taichung City,
Taiwan.
史丹利七和國際股份有限公司
台中市大雅區永和路121號
Phone: 886-4-25663211 Fax: 886-4-25652284
統一編號：16098681

Order Number 7300845 Revision 0
Order Date 05/24/2024 Page 1
Print Date 05/24/2024 of 2

Supplier 30138022

Ship To

台灣博曼有限公司
BOWMAN ANALYTICS TAIWAN CO., LTD
新北市林口區民享路407號
244 新北市
TAIWAN

史丹利七和國際有限公司
台中市大雅區中山路306號

Buyer Yingchi Huang
Credit Terms Y105
105 DAYS FROM INV DATE
Department 1582761354 Test & Support

Supplier Telephone 02-26011332
Supplier Fax No.
Contact 謝宏益
Ship Va
Delivert Terms CIF COSTS,INSURANCE

Remarks:

Requistioner: 黃信豪
Tracing Number: 230815

1. 請確認交期及單價，若未通知不得提早且不可分批交貨，未交貨尾數將自動取消。
2. 請隨貨附發票。(發票及送貨單上請務必註明訂單號碼及部門編號)。若未配合上列規定，導致付款作業延誤概由供
應商自行負責。

LN	Item Number	Due Date	Qty Open	Unit Cost	Extended Cost
10	CI19209 膜厚機年度保養校正	05/28/2024	1.00 EA	14,500.000	14,500.00

Total Amount 14,500.00
TWD Total : 725.00 VAT Tax
TWD Total : 15,225.00 With Tax

BY

Authorised Signature

Standard Terms and Conditions of Purchase

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GENERAL: THESE STANDARD TERMS AND CONDITIONS OF PURCHASE SHALL APPLY TO ALL PURCHASE ORDERS ISSUED BY THE STANLEY BLACK & DECKER, INC. SELLER. IF IDENTIFIED IN SUCH PURCHASE ORDER OR ANY OTHER SIMILAR DOCUMENT ("BUYER"), THE PURCHASE ORDER AND THIS TERMS AND CONDITIONS OF PURCHASE SHALL BE COLLECTIVELY BE REFERRED TO AS "THE AGREEMENT." BUYER'S PURCHASE ORDER IS BUYER'S OFFER TO SELLER TO PURCHASE THE GOODS AND SERVICES DESCRIBED THEREIN AND IS BEING GOING ON BUYER UNTIL PERFORMANCE OF BUYER'S PURCHASE ORDER. IF AN ADDITIONAL SALE TAKEN EN EXCEPTED TERM OF CREDIT OR ANY ACKNOWLEDGMENT, ACCEPTANCE OR INVOICE OF SELLER OR IN ANY SIMILAR COMMUNICATION ARE HEREBY REJECTED AND SHALL NOT BE BINDING OR EFFECTIVE UNLESS EXPRESSLY ASSENTED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF BUYER. IF SELLER HAS BEEN ISSUED A SCHEDULE AGREEMENT, SELLER ACKNOWLEDGES

2. **Changes.** Buyer may at any time prior to shipment of products by Seller, by written change order, change the design (including materials, drawings, and specifications), processing, method of packing and shipping, and the place of delivery, of the products and services. If the change affects cost of timing, Buyer shall adjust the purchase price and delivery schedules equitably. Seller shall not make any change in the design, processing, method of packing or shipping, or place of delivery of the products and services without the written consent of Buyer.

8. Shipping Instructions and Releases. See back of Buyer's purchase order. Seller must follow the specific instructions of the nominated forwarder of Buyer personnel when booking transportation equipment for the delivery of Buyer's order. If Seller fails to follow shipping instructions, Seller shall be responsible for all additional transportation charges incurred. If delivery dates are not specified on the face of Buyer's purchase order, Seller shall ship goods only as authorized in shipment releases issued to Seller by Buyer. Buyer may return over-shipments or early shipments to Seller at

Delivery. Delivery must be made within the time and at the specific quantity stated on the face of Buyer's purchase order or shipment release. If delivery is not made as requested, Buyer reserves the right to obtain the purchase elsewhere and charge Seller with any loss incurred as a result thereof (including any incidental and consequential damages), and/or to cancel the order, and to have the goods replaced at Seller's cost. Acceptance by Buyer of a late delivery of either the whole or a part of the order shall not constitute a waiver of Buyer's claim for any damage that the late delivery may have caused.

5. **Price.** If price is not stated in Buyer's purchase order or in any other agreement between Buyer and Seller, it is agreed that Seller's price shall be the lowest prevailing market price as at the time of order. Price is to cover purchased goods or services in their entirety and, where purchase is by weight, net weight of material. No charges of any kind, including but not limited to charges for boxing, packaging, loading, bracing or cartage, will be allowed unless authorized by Buyer in writing.

6. **Discounts and Settlement of Invoices.** Unless otherwise agreed by Buyer and Seller, the payment terms hereunder shall be net 105 days from receipt of an invoice from Seller, or receipt of merchandise, whichever is later. Any adjustments in Seller's invoice due to shortage, late delivery, rejection or other failure to comply with Buyer's purchase order, shall be made before payment. All invoices shall be deemed paid on the date that either a check is mailed to Seller by Buyer or an electronic wire of the payment is initiated by Buyer.

7. Warranty and Indemnity. (a) Seller expressly warrants that all goods, material and workmanship will conform with applicable drawings, specifications, samples, or other descriptions given, will be merchantable and fit for the purpose intended, and will be free from defects. All goods delivered shall meet all required CSRS and other international regulatory requirements as mandated in the contract. If Buyer elects to return goods to Seller, Buyer shall place the goods in a secure location and notify Seller within 10 business days of the date of return. Goods returned to Seller within 10 business days of the date of return shall not be damaged (including goods damaged due to unsatisfactory packaging by Seller) or defective or not in conformity with Buyer's purchase order may be corrected by Buyer at Seller's expense or rejected and returned at Seller's expense. If Buyer elects to return such goods to Seller at any time, Buyer shall be entitled to a credit equal to the purchase price of the goods or services, plus

(c) The obligations of Seller under this Section 7 shall survive cancellation or termination of Buyer's purchase, and are independent and do not in any way limit or satisfy the

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Buyer's Property. Any raw material furnished by Buyer in connection with Buyer's purchase order shall be deemed to be held by Seller upon consignment, and Seller agrees to pay for all such material spoiled or not otherwise satisfactorily accounted for. Buyer will specify acceptable scrap allowance, if any, and any amount in excess of this will be paid for by Seller at Buyer's cost. All tools, gauges, patterns, dies, and other material and equipment furnished to Seller by Buyer shall remain the property of Buyer. It shall be plainly identified by Seller as the property of Buyer and shall be safely stored and not used except in making Buyer's purchases. The property, while in Seller's custody, shall be maintained in good condition at Seller's expense and shall be kept insured by Seller at Seller's expense. If the property is damaged, lost, or destroyed, Seller shall be liable for replacement of the property. If Seller fails to comply with the provisions of Section 9, Buyer's property may be removed by Buyer at any time. Notwithstanding anything to the contrary in Buyer's purchase order, Seller shall not use any trademark, trade name or trade dress right of Buyer in any manner other than for the benefit of Buyer and only upon Buyer's prior written request and in strict accordance with Buyer's written instructions.

10. Patent Guarantee. Seller warrants that the sale or use of the goods or materials covered by Buyer's purchase order shall not infringe or contribute to the infringement of any patents, utility model registrations, design registrations, trademarks, or copyrights, or embody an unauthorized use of trade secrets, either in the U.S.A. or any patent territory or country. Seller agrees to indemnify and hold Buyer harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Buyer, its successors, assigns, or customers, for patent infringement or unauthorized use, excluding, however, any infringement or use solely relating to concepts, designs, or ideas furnished in writing by Buyer and which, as between Buyer and Seller, originated with Buyer. Seller agrees that it will, upon reasonable notice and request from Buyer, assume the defense of the Buyer, its successors, assigns, and customers of its goods, against any such aforementioned suit, claim or demand. In addition, if the sale or use of the goods or materials purchased is enjoined, Seller at its own expense and at Buyer's option shall (a) procure for the Buyer and its customers the right to continue selling the goods or materials, (b) modify the goods or materials so as to be non-infringing, (c) replace the goods or materials with non-infringing goods or materials, or (d) refund the purchase price to Buyer.

11. Cancellation Provisions. Either party shall have the right to cancel Buyer's purchase order in the event that the other party files or has filed against it any petition under the bankruptcy laws (if not vacated within 60 days of order) or the other party becomes insolvent or makes an assignment or arrangement for the benefit of creditors. In addition to all of the other rights which Buyer may have, if Buyer cancels for any of the reasons stated above, Buyer shall have the right to cancel the purchase order in whole or in part, and to return to Seller all or any part of the goods, articles or materials, or materials acquired or contracted for, if the costs were incurred more than ten (10) days prior to the delivery date stated on the face of the order. If Buyer cancels prior to the delivery date stated on the face of the purchase order and the parties cannot agree within a reasonable time to the amount of fair compensation to the Seller for the cancellation, Buyer shall pay the contract price of the cancelled goods, articles or materials, or materials acquired or contracted for, or the amount of the price paid for the cancelled goods, articles or materials, or materials acquired or contracted for by Seller for the purpose of fulfilling Buyer's purchase order that Seller is unable to cancel or return. If Buyer so desires, cancellation charges shall be subject to Buyer's audit. With Buyer's prior consent Seller may sell or retain at an agreed price any completed articles, materials, work in process, or other things, payments for which, in whole or in part by Buyer, are provided for above and under this contract, and credit or pay Buyer the amount so agreed to receive. All goods, materials, work in process, or other things not retained or sold shall be transferred to Seller for disposal at Seller's discretion. With Buyer's prior consent, Seller shall have the right to deliver or deliver up to the Seller all or any part of the goods, articles or materials, or materials acquired or contracted for by Buyer to terminate Buyer's purchase order upon default of Seller. In no event shall Buyer be liable for any incidental or consequential damages, including without limitation, loss of profits or business, or damages arising out of Buyer's cancellation of orders or the termination of business relations with Buyer, even if Buyer has been advised by Seller of the possibility of such damages.

12. Non-Exclusivity, Waivers and Assignment. Each of the remedies reserved to Buyer herein shall be cumulative and in addition to all other or further remedies provided herein or by law. All warranties, conditions, and other terms of the purchase order shall be subject to the terms of this contract. Buyer hereby agrees that it shall not insist upon strict compliance with the terms of Buyer's purchase order thereafter. Seller may not assign any of its rights or delegate any of its duties hereunder without Buyer's prior written consent.

13. **Insurance.** Seller shall procure and maintain comprehensive commercial general liability insurance (including without limitation coverage for products liability, advertising liability and the contractual assumption of liability under this agreement), and other insurance as applicable and consistent with country specific requirements set forth at <https://gsp.sbdinc.com/documents/ScheduleA.html>. Each policy required by this paragraph shall name Buyer as an Additional Insured for all such coverages, shall require the insurer to provide notice in writing to Buyer at least 30 days prior to any cancellation or non-renewal, and shall provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried or maintained by Buyer. The above referenced insurance shall be purchased from insurance carriers with an A.M. Best rating or local equivalent of at least "A". Seller shall annually, and more frequently upon request of Buyer, furnish to Buyer certificates of insurance evidencing Seller's compliance with the provisions of this Section 13. The obligations of Seller under this Section 13

4.4. Compliance with Law. (a) Seller shall comply with all applicable laws, rules, and regulations of the country of performance, shipment and destination. Seller represents and warrants that (i) the operation of the production facilities and other business and labor practices of Seller and all suppliers, subcontractors and agents involved in the production or delivery of goods and services purchased pursuant to Buyer's purchase order strictly adhere to all applicable federal, state and local laws, regulations and prohibitions of the countries in which the goods and services are produced or delivered, including laws, regulations and prohibitions governing the working conditions, wages, hours and minimum age of the workforce, (ii) the goods and services have not been and shall not be produced, manufactured, in whole or in part, or by means of convict or forced labor, (iii) all goods and services have not and shall not have been transhipped for purposes of avoiding compliance with applicable laws and regulations, and (iv) the operations depicted in the contract, mental and physical, shall not be subject to any form of discrimination, harassment, or abuse. Seller shall have the right to free association and collective bargaining. Seller further agrees to furnish such documentation as may be required by Buyer to evidence compliance with the foregoing. Buyer or a third party designated by Buyer shall have the right, at any time while Seller is supplying goods or services to Buyer, upon reasonable notice, to inspect Seller's and its suppliers', subcontractors' and agents' production facilities to verify the representations and warranties in this paragraph. Seller represents and warrants that it is in compliance with the Customs-Trade Partnership Against Corruption program initiated by the United States Bureau of Customs and Border Protection. (b) Seller acknowledges that Buyer may serve from time to time as contractor for the United States Government and may be subject to the following United States laws, rules, and regulations, including but not limited to: 52 C.F.R. part 121-8, Buy American, Buy American conditions, 219-8 Utilization of Small Business Concerns; 52.222-21, Prohibition of Segregated Facilities; 52.222-26, Equal Opportunity; 52.222-35, Equal Opportunity for Veterans; 52.222-36, Equal Opportunity for Workers with Disabilities; 52.222-37, Employment Reports on Veterans; 52.222-40, Notification of Employee Rights Under the National Labor Relations Act; 52.222-41, Service Contract Labor Standards; 52.222-50, Combating Trafficking in Persons; 52.222-54, Employment Eligibility Verification; 52.222-55, Minimum Wages Under Executive Order 13586; 52.227-64, Preference for Economically Disadvantaged Small Businesses; 52.227-65, Preference for Economically Disadvantaged Small Businesses; 52.227-66, Preference for Economically Disadvantaged Small Businesses; 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15. Export/Import. For each international shipment, Seller shall include a priced invoice with the master packing slip and upon request shall furnish all other required documents. The invoice shall include (i) the Seller's name, contact person, address, telephone, and facsimile number, (ii) the sold to, address, of billing address, (iii) the ship to, address or destination address, including a specific description of the part in English, (iv) multi-tool kits are being shipped, an attached breakdown with cost must be included. Value of consigned inventory must also be included on the invoice or in an attachment, (vii) the HTS Code, (vi) the country of manufacture/origin (country of origin is not determined by country of export, but by the country of manufacture), (x) the unit price for each component, (xi) the extension, total unit price, multiplied by the number of unit prices, (xi) and any duties, or insurance, incurred, (xii) the total unit price, (xiii) the total value of the invoice, (xiv) the type of export, (xv) the total value of the order, including the weight of the goods, and (xvi) the country of origin of the materials used in the goods and the value added thereto in each country. Seller shall ensure that the proper country of origin is marked on the goods and/or their container as required by U.S. Customs regulations. Seller shall ensure compliance with all applicable environmental laws and regulations of the country of origin and destination for each material constituting or contained in goods sold or otherwise transferred to the Buyer under Buyer's purchase order.

17. **Applicable Law.** The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern this Agreement. Except where the Buyer is located within the People's Republic of China ("PRC"), this Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflicts of law principles. If the Buyer is located within the PRC, this Agreement shall be governed by the laws of the PRC.

18. Arbitration. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute"), and without prejudice to the parties' rights to seek provisional measures from any court of competent jurisdiction, the parties will attempt to settle the Dispute amicably. If no amicable settlement is reached within 30 days, the Dispute shall be resolved via binding arbitration as follows: (i) where the Buyer is located anywhere in the world, except Asia or Europe, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect and the legal place shall be Hartford, Connecticut; (ii) where the Buyer is located within Asia, the arbitration shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") pursuant to the UNCITRAL Arbitration Rules then in effect and the legal place shall be Hong Kong; and (iii) where the Buyer is located within Europe, the arbitration shall be in accordance with the UNCITRAL Arbitration Rules then in effect and the legal place shall be London, England. All arbitrations shall be held, and the awards shall be rendered, in the English language. The

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20. **Set-Off; Credits.** Buyer may set off against amounts payable under Buyer's purchase order all present and future indebtedness of the Seller to Buyer arising from this or any other transaction whether or not related thereto. Seller agrees that any credit balance will be paid in cash to Buyer upon written request. If Buyer terminates its relationship with Seller, all balances due to Buyer shall be paid in cash to Buyer within 10 days of notification to Seller of such termination.

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters set forth therein and herein, and all prior negotiations, writings and understandings relating to the subject matter of the Agreement are hereby superseded. Other than as set forth in the Agreement, no representations, warranties, covenants, agreements or conditions, express or implied, whether by statute or otherwise, have been made by Buyer. No finding that a part of this Agreement is invalid or unenforceable shall affect the validity

22. Amendment, Waiver and Non-Exclusivity. This agreement may be amended, modified, supplemented or changed in whole or in part only by an agreement in writing executed by both parties. No waiver of any of the terms and conditions of this Agreement will be valid unless it is in writing and signed by the party granting the waiver. Each of the remedies reserved to Buyer shall be cumulative and in addition to all other or further remedies provided herein or by law.

23. **Binding Agreement and Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that the Supplier shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Buyer. Nothing in this Agreement is intended to confer upon any person other than the parties any rights or remedies.