

## 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	7331468	Revision	0
Order Date	05/22/2025	Page	1
Print Date	05/22/2025	of	2

Supplier 30138022

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

Ship To

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 1582761012 品保課

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

Remarks:

Requistioner: F66361顏福成  
Tracing Number: 224591

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	CI21800	07/21/2025	1.00 EA	314000.000	314,000.00
	Bowman 70mm LSDD檢測器、準直器套組、變焦套組(可切換) 交貨5				

Total Amount	314,000.00
TWD Total :	15,700.00 VAT Tax
TWD Total :	329,700.00 With Tax

BY

ISO: T0601

Authorised Signature

## Standard Terms and Conditions of Purchase

**3. CHANGES.** BUYER AGREES TO ACCEPT AND PAY FOR ANY CHANGES TO PRODUCTS REQUESTED BY SELLER. SELLER'S OBLIGATION TO CHANGE OR REPLACE (INCLUDING MATERIALS, MANUFACTURING, AND SPECIFICATIONS), PROCESSING, METHOD OF PACKAGING AND SHIPPING, AND THE TIME 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 MAKE ANY CHANGE IN THE DESIGN, PROCESSING, METHOD OF PACKAGING OR SHIPPING, OR PLACE OF DELIVERY OF THE PRODUCTS AND SERVICES WITHOUT THE WRITTEN CONSENT OF BUYER. BUYER SHALL BE RESPONSIBLE FOR ANY CHARGES INCURRED BY SELLER IN CONNECTION WITH ANY CHANGE TO THE ORDER, INCLUDING CHARGES INCURRED BY BUYER WHEN BOOKING TRANSPORTATION, 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 SELLER'S EXPENSE. BUYER FROM TIME TO TIME AND WITH REASONABLE NOTICE MAY CHANGE OR TEMPORARILY SUSPEND SHIPPING SCHEDULES SPECIFIED IN BUYER'S PURCHASE ORDER OR SHIPMENT RELEASES. BUYER'S PURCHASE ORDER OR SHIPMENT RELEASES SHALL BE VOID IF BUYER RESERVES THE RIGHT, AT ITS OPTION, TO PURCHASE ELSEWHERE AND CHARGE SELLER WITH ANY LOSS INCURRED AS A RESULT THEREOF (INCLUDING ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES), AND OF TO CANCEL THE ORDER, AND TO HAVE THE GOODS SHIPPED AIR FREIGHT 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

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.

**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 U.S. and/or other international regulatory requirements as are mandated in the contract. (b) Seller warrants that all goods delivered shall be free from defects and shall be fit for the time to 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

**2. Confidential Information and Design Rights.** Drawings, specifications, technical information, pricing information, data, designs, and other information furnished to Seller by Buyer in connection with the purchase of goods or services covered by Buyer's purchase order shall remain the property of Buyer and shall be maintained in confidence by Seller and shall be used by Seller only in connection with the performance of its obligation hereunder. Seller may disclose such information only to its employees on a need-to-know basis, but except as required by law, and then only if such disclosure is necessary to the performance of Seller's obligations hereunder. Seller shall not disclose such information to any third party without the prior written consent of Buyer. Seller's obligations set forth in this paragraph shall not apply to such information which Seller can establish by tangible evidence (a) was rightfully known or possessed by Seller at the time of its disclosure by Buyer to Seller, (b) is or becomes known to the public through disclosure in a printed publication without breach of Seller's obligations hereunder, or (c) is subsequently received by Seller from a third party (b) or (c) (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) 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10. **Parent Guarantees** 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 other such unauthorized use of Buyer's 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 such claims, damages, costs and expenses, including attorney's fees, that may be asserted against or incurred by Buyer, whether or not such claims are successful in whole or in part, 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, 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 to use 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.

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.spdinc.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

**13. 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 contain: (i) the Seller's name, contact person, address, telephone, and facsimile number; (ii) the "to" address and telephone number of the Buyer; (iii) the ship-to address or destination address, including a city, state, zip code, and country; (iv) the item number, lot number, quantity, unit price, and total price of the goods being shipped; (v) the gross weight (vi) the net weight (vii) the volume (viii) the specific description for the parts in English, if 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; (ix) the HTS Code; (x) the country of manufacture/origin; (country of origin is not determined by country of export, but by the country of manufacture); (xi) the unit price for each component part; (xii) the terms of sale; (xiii) the date of the contract; (xiv) the type of currency; (xv) the total weight, including the weight of the outer packaging; and (xvi) the terms of sale. Export credits shall belong to Buyer. Seller, upon request, shall furnish all documents required to obtain export credits and customs drawbacks and shall identify 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.

**14. Environmental Compliance:** Seller shall comply 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.

18. **Arbitration.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement ("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

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.

**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.