

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 7331469 Revision 0
Order Date 05/22/2025 Page 1
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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 Va
Delivert Terms CIF COSTS, INSURANCE

Remarks:

Requisitioner: F66361顏福成
Tracing Number: 224590

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 Bowman 70mm LSDD檢測器、準直器套組、變焦套組(可切換) 驗收2	08/21/2025	1.00 EA	125600.000	125,600.00

Total Amount 125,600.00
TWD Total : 6,280.00 VAT Tax
TWD Total : 131,880.00 With Tax

BY

Standard Terms and Conditions of Purchase

[illegible]

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.

[illegible]

3. 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 for the purpose for which it was furnished. In no event shall Seller or its affiliates or agents disclose such information to any third party without the prior written consent of Buyer, and then only with prior written notice. Buyer shall not disclose the same to any third party, nor may Seller or its affiliates or agents duplicate it at any time in any manner 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 who obtained it from a source independent of Seller. Notwithstanding the foregoing, Seller shall be entitled (a) in and to all copyrights in any work authored, directly or indirectly, with regard to goods specially manufactured for Buyer, including all designs, drawings, graphics, pictures, sculptures, text, specifications, technical information, and data, and (b) in and to all inventions, whether or not patentable (and to any patents or other protective rights including trade dress rights thereon) and (c) in and to all rights reduced to practice, whether or not patentable, in and to all methods, processes, and procedures, whether or not patentable, in and to all information, data, and documents consistent with this paragraph, which are or may be necessary, desirable, or essential to Buyer for execution by Seller, without charge. Seller's obligations set forth in this paragraph shall not apply to information owned by Buyer and its subsidiaries and affiliates, a nonexclusive, royalty-free, irrevocable worldwide license (a) under each and every copyright of Seller in any work authored prior to Buyer's purchase order that is in any manner applicable to any work produced in response to Buyer's purchase order and to any later modification thereof, and (b) to use and sell goods purchased hereunder anywhere in the world.

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, liabilities, costs, damages, or expenses (including attorneys' fees) of any kind, involving any such actual or alleged 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, 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 using and 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 Provision. 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

to insurance coverage and are not an insurer or underwriter. Buyer's general liability and/or commercial auto liability coverage shall not extend to Seller's liability, advertising liability and the cost of defense or settlement of liability claims arising from other than Seller's negligence. 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 are independent and do not in any way limit or satisfy the obligations of Seller to Buyer under any other provision of this agreement.

(i) the Seller's name, contact person, address, telephone, and facsimile number, (ii) the "sold to" address or billing address, (iii) the ship to address or destination address, including a contact person at the receiving location, (iv) the number of cartons and total number of pieces for each item, (v) the total net weight for each part number, (vi) the Buyer's part number, (vii) the specific description for the part in English, (viii) 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, (viii) the U.S. Code, (ix) 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 total net weight, (xii) the total value, (xiii) the total quantity, (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. Environmental or other 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 shall be the responsibility of the Buyer.

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

The award and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, the arbitration procedure shall not apply to disputes arising from force majeure events such as God's riots and insurrections; interference by civil, military or naval authorities; governmental actions; accidents, storms, fire or other casualty; shortages and inability to obtain energy; and other similar events of force majeure which are beyond the reasonable control of the party obligated to perform hereunder (provided that such affected party uses good faith and diligent efforts to perform its obligations despite the occurrence of such event), and such performance obligation shall be suspended during the period of such force majeure; provided that if any party intends to rely on an event of force majeure to suspend its obligation to perform under this contract, it must first notify the other party in writing of the event of force majeure and the suspension of its obligation to perform under this contract.

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

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.