

## Philips General Conditions of Purchase

### 飛利浦通用採購條款

#### 1. Definitions

##### 定義

In this document: (a) “Affiliate(s)” shall mean (i) in the case of Philips, Koninklijke Philips N.V. and (ii) in the case of Philips and Supplier: any and all other companies, firms and legal entities with respect to which now or hereafter Koninklijke Philips N.V. or Supplier respectively, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity; in the case of Philips, the Affiliates of Philips may be listed for convenience purposes in the Eligible Buying Locations list

<http://www.philips.com/about/company/businesses/suppliers/eb1.page> (b) “Agreement” shall mean the binding contract formed as described in Clause 2.1 herein; (c) “APAC” shall mean the Middle Eastern, Asian and other Pacific countries (d) “Goods” shall mean both tangible and intangible goods, including software and related documentation and packaging; (e) Intellectual Property Rights” (or “IPRs”) shall mean patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, any protection offered by law to Information, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing or which otherwise arises or is enforceable under the laws of any jurisdiction or any bi-lateral or multi-lateral treaty regime; (f) “LATAM” shall mean the Latin American countries, excluding Argentina; (g) “Personal Data” shall mean any and all information relating to an identified or identifiable individual, including but not limited to Philips current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors; (h) “Philips” shall mean the purchasing Affiliate of Koninklijke Philips N.V. identified in Philips’ order and where applicable includes other Affiliates of Philips; (i) “Processing” shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb “Process”); (j) “Open Source Software” shall mean (1) any software that requires as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) may only be redistributed free from enforceable IPRs; and/or (2) any software that contains, is derived from, or statically or dynamically links to, any software specified under (1); (k) “Services” shall mean the services to be performed by Supplier for Philips under the Agreement; (l) “Supplier” shall mean each person or entity (including, where relevant, its Affiliates) that enters into the Agreement; (m) “Work Product” shall mean all deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by Supplier, its personnel or its agents for Philips in the performance of Services under the Agreement.

在本文中：(a) “關係企業” (i) 對飛利浦而言，指皇家飛利浦有限公司（Koninklijke Philips N.V.），且 (ii) 對飛利浦和供應商而言，指目前或此後由皇家飛利浦有限公司或供應商直接或間接持有50%以上已發行股本、或50%以上股東大會表決權、或有權任命過半數以上董事、或能夠以其他方式左右其活動的任何及全部其他公司、企業和法律實體；為便於查閱，對飛利浦而言，飛利浦的關係企業可參見《合格購買地點清單》中列明的各方（<http://www.philips.com/about/company/businesses/suppliers/eb1.page>）。(b) “合約”指第2.1條所述具有拘束力之合約；(c) “亞太區”指中東、亞洲及其他太平洋國家；(d) “商品”兼指有形及無形商品，包括電腦軟體及相關文件檔案和包裝。(e) “智慧財產權”（或“IPRs”）指專利、實用證書、實用新型、外觀設計權、著作權、資料庫權利、商業秘密、以法律形式提供給資訊、半導體積體電路布圖設計的任何保護，以及由上述任一項權利所註冊、申

請、續展、延期、合併、分立、延續或者重新頒佈而產生或引發的權利或具有管轄權的法律或雙邊或多邊協議框架下可執行的權利；(f)“拉丁美洲”指拉丁美洲國家（不包括阿根廷）；(g)“個人資訊”指任何及所有已識別或可識別個人的資訊，該等個人包括但不限於飛利浦現有或先前員工、員工家庭成員、子女或受益人、客戶、消費者、供應商、業務夥伴或分包商等；(h)“飛利浦”指飛利浦訂單中標明的皇家飛利浦有限公司的關係企業，且在適用情形下包括其他飛利浦關係企業；(i)“處理”指對個人資訊做出的或將要做出的操作或一系列的操作，無論是否是無意識的，比如創造、獲取、收集、記錄、組織、存儲、下載、利用、改編或修改、檢索、諮詢、展示、使用、披露、傳播或使其可獲取、聯合、組合、阻止、消除或毀滅（以下均稱為“處理”）；(j)“開放原始程式碼軟體”指(1)任何需以下列條件始能使用、修改及/或散佈之軟體：(i)以原始程式碼形式披露或傳播之軟體；(ii)為製造衍生作品之目的而許可之軟體；(iii)只能以不具有可執行的智慧財產權之形式重新發行之軟體；及/或(2)包含第(1)條所述任何軟體的、自該等軟體衍生而來的、或與之存在靜態或動態連結的任何軟體；(k)“服務”指供應商依合約為飛利浦所提供之服務；(l)“供應商”指訂立合約的每一自然人或法人（在適用時，包括其關係企業）；(m)“工作產出”指供應商及其員工或代理人在合約項下產製或取得的所有交付物（包括未來交付物）以及其他資料、報告、工作成果、發明、專有技術、軟體、改良物、設計、設備、裝置、做法、製程、方法、草稿、原型、產品及其他工作產出成果或其半成品。

## **2. Formation of the Agreement**

### **合約的成立**

2.1. These General Conditions of Purchase, together with the relevant Purchase Order issued by Philips, set forth the terms under which Philips' offers to purchase Goods and/or Services from Supplier. When Supplier accepts Philips' offer, either by acknowledgement, delivery of any Goods and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these General Conditions of Purchase as specified on the face and reverse of this document, the relevant Purchase Order and any attachments. Philips does not agree to any proposed amendment, alteration, or addition by Supplier. The Agreement can be varied only in writing signed by Philips. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the Agreement.

本通用採購條款以及飛利浦出具的相關訂單規定了飛利浦向供應商要約採購商品和/或服務的條款。當供應商以確認、交付任何商品和/或服務或開始履行任何服務之方式接受飛利浦之要約時，一個具有拘束力之合約即已有效成立。該合約受限於本文所述通用採購條款、相關訂單及任何附件之規定。飛利浦不接受供應商擬定的任何修訂、變更或補充。合約唯有經飛利浦書面簽署方可變更。供應商不得以任何其他聲明或書面文件變更、補充或以其他方式影響合約。

2.2. Philips is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these General Conditions of Purchase.

飛利浦明文拒絕在供應商之計畫、報價、價格單、確認、發票、裝箱單或類似物品上出現之供應商通用銷售條款，且不受其拘束。交易方式及行為變更不得影響本通用採購條款。

2.3. All costs incurred by Supplier in preparing and submitting any acceptance of Philips' offer shall be for the account of Supplier.

供應商應自行負擔所有因準備及提出對飛利浦要約之接受所產生之成本及費用。

## **3. Time of the Essence**

### **遵守時間規定之必要**

Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify Philips in writing.

時間至關重要且供應商應嚴格遵守合約規定的全部日期。若供應商預計按合約規定的任何交貨日期交貨或履行其他義務有任何困難，應立即以書面通知飛利浦。

#### **4. Delivery of Goods**

##### **商品交付**

4.1. Unless expressly agreed otherwise in writing, all Goods shall be delivered FCA (named port or place of departure) except that maritime transport shall be delivered FOB (named port of shipment) (as defined in the Incoterms 2010) final destination determined by Philips.

除非另有明確書面約定，全部商品應按照FCA（指定港或起運地）方式交付（海運應按照FOB（指定裝運港）方式）交付至飛利浦指定的最終目的地。（上文術語見《2010年國際貿易術語解釋通則》定義）。

4.2. Delivery shall be completed as per the applicable Incoterm, but this shall not constitute acceptance of the Goods.

交付應根據適用《2010年國際貿易術語解釋通則》的規定完成，但並不構成飛利浦對商品的受領。

4.3. Supplier shall, concurrently with the delivery of the Goods, provide Philips with copies of all applicable licenses. Each delivery of Goods to Philips shall include a packing list which contains at least (i) the applicable order number, (ii) the Philips part number, (iii) the quantity shipped, and (iv) the date of shipment.

供應商於交付商品同時，應向飛利浦提供全部相關證書。每次向飛利浦交付商品時，應附有裝箱單，至少包括下列內容：（i）訂單編號，（ii）飛利浦商品/零件編號，（iii）裝運數量及（iv）裝運日期。

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s). Philips reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. Philips shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

供應商不得分批交貨或在約定的交貨日期前交貨。供應商未依約定之方式和時間或運輸費率交貨時，飛利浦得拒絕接受商品交貨並將該商品退回給供應商，由此產生的風險及費用由供應商自行承擔。飛利浦在供應商依合約規定完成交付前，不承擔任何供應商其因商品之生產、安裝、組裝或任何其他作業所發生之任何成本及費用。

4.5. Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials.

合約項下應由供應商履行或由他人代其履行之任何設計、製造、安裝或其他工作應以良好之製造技術及適當之材料為之。

4.6. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and Philips' specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Philips. Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods; Philips shall not be required to assert any claims for such loss or damage against the common carrier involved.

供應商應依良好之行業慣例及飛利浦之規範包裝、標示規定運送商品，以避免商品在運送途中發生損害，並方便商品裝卸、處理及倉儲。全部商品應清楚標示為交付飛利浦之商品。儘管《2010年國際貿易術語解釋通則》作出相關規定，若供應商未能妥善保存、包裝、運送（在根據適用的《2010年國際貿易術語解釋通則》規定交付前）或堆放商品，則供應商應自行負責由此產生的任何損失或損害。飛利浦不需負責向運送人提出損害賠償之請求。

## **5. Changes to Goods**

### **商品變更**

Supplier shall not, without prior written consent of Philips, make any changes affecting Goods, including process or design changes, changes to manufacturing processes (including geographic location) changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have significant impact upon Supplier's quality system.

未經飛利浦事先書面同意，供應商不得作出任何影響商品之變更，包括加工或設計變更、製造工藝（含地理位置）變更、影響商品的電氣性能、機械形式、尺寸或功能、環境相容性、化學特性、壽命、可靠性或品質的變更或可能對供應商的品質體系產品重大影響的變更。

## **6. Inspection, Testing, Rejection of Goods**

### **商品檢驗、檢測及拒絕受領**

6.1. Inspection, testing of or payment for the Goods by Philips shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by Philips shall not release Supplier from any of its obligations, representations or warranties under the Agreement.

飛利浦檢驗、測試供應商所交付之商品或為之付款，不構成對商品之受領。飛利浦對商品檢驗、受領或付款亦不免除供應商在合約項下應承擔之任何義務、聲明或保證責任。

6.2. Philips may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by Philips is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Philips's inspection personnel.

飛利浦可隨時檢驗商品或其制程流程。若飛利浦于供應商之場所進行任何檢驗或測試，供應商應為飛利浦檢測人員之安全及便利提供適當之設施與協助。

6.3. If Philips does not accept any of the Goods, Philips shall promptly notify Supplier of such rejection, and Clause 11 below shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from Philips at its own expense. If Supplier does not collect the Goods within said two (2) week period, Philips may have the Goods delivered to Supplier at Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy Philips may have under the Agreement or at law. Goods not accepted but already paid by Philips shall be reimbursed by Supplier to Philips and Philips shall have no payment obligation for any Good not accepted by Philips.

若飛利浦拒絕受領任何商品，將立即通知供應商，並依以下第11條之規定辦理。在前述通知二（2）周內，供應商應至飛利浦處取回商品（成本由其自行承擔）。若供應商未能在二（2）周內取回商品，飛利浦得將該商品退還供應商，費用由供應商承擔，或經供應商事先同意而銷毀商物，且不影響飛利浦依合約或法律可享受的任何其他權利或救濟。拒絕受領但飛利浦已付款的商品應由供應商向飛利浦退款，且飛利浦無義務為其拒絕受領的任何商品付款。

6.4. If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, Philips may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection.

若取樣檢測結果顯示裝運的整批商品的任何部分不符合合約規格要求，飛利浦有權拒絕並退回整批貨物而不需要進行進一步的檢測，或選擇完成該批次所有商品之檢測，拒絕及退回任何或全部不符合規格要求之商品（或減價接受不符合規格要求之商品），並向供應商收取檢測之費用。

## **7. Performance of Services**

## 服務履行

7.1. Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

供應商應以適當之技能及善良管理人之注意義務履行服務，且應使用適當的材料並雇用足以適任的人員。

7.2. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services.

若供應商為履行服務而與第三人發生契約關係，供應商應就任何及所有該等第三人之作為和不作為對飛利浦負全部責任。

7.3. Only written confirmation by Philips shall constitute acceptance of the Services performed. If Philips does not accept the Service and/or Work Product(s), Clause 11 below shall apply. Philips shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Philips in writing within thirty (30) days of such notification.

唯飛利浦的書面確認方構成飛利浦對供應商所供服務之受領。如飛利浦拒絕接受服務和/或工作產出，則適用下述第11條。飛利浦應將該等拒絕及時通知供應商，且供應商應當在飛利浦發出該等書面通知後的三十（30）日內根據飛利浦的合理要求採取必要的改正、增加以及修正措施，前述措施的費用均由供應商自行承擔。

## 8. Prices; Payment

### 價格; 付款

8.1. Unless provided otherwise in the Purchase Order, title in the Goods shall pass to Philips at the time risk is transferred to Philips pursuant to the applicable Incoterm.

除非訂單另行規定，商品所有權自風險依適用《2010年國際貿易術語解釋通則》規定轉移給飛利浦時起同時轉移給飛利浦。

8.2. All prices quoted in the Agreement shall be fixed prices. Supplier warrants that such prices are not in excess of the lowest prices charged by Supplier to other similarly situated customers for similar quantities of Goods or Services of like kind and quality.

合約中所載之所有價格皆應為固定價格。供應商保證上述價格不超過供應商於類似供貨數量或服務及品質條件下給予其他條件類似之顧客之最低價格。

8.3. (i) All prices are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax only. (ii) If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, GST, consumption tax or any other similar tax, Supplier may charge VAT, sales tax, GST, consumption tax or any other similar tax to Philips, which shall be paid by Philips in addition to the prices quoted. Supplier is responsible for paying any applicable VAT, sales tax, GST, consumption tax or any other similar tax to the appropriate (tax) authorities. At or after the time delivery has been completed as per Clause 4.2 but ultimately within six months from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which shall contain: (i) the Philips purchase order number, and (ii) wording that shall allow Philips to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform Philips whether Philips is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

(i) 採購價格均為總金額，但不包含增值稅、銷售稅、商品服務稅、消費稅或任何其他類似稅費。

(ii) 若合約中約定的交易須繳納任何相關增值稅、銷售稅、商品服務稅、消費稅或其他類似稅費，供應商可向飛利浦收取增值稅、銷售稅、商品服務稅、消費稅或其他類似稅費（如除價格外，飛利浦應另行支付該等增值稅、銷售稅、商品服務稅、消費稅或其他類似稅費）。供應商應負責向相關

稅務機關繳納任何適用的增值稅、銷售稅、商品服務稅、消費稅或其他類似稅費。根據第4.2條完成交付的當時或此後（但最晚不遲於交付後六個月內），供應商應出具符合一切相關法律和財務要求的發票，並於發票上注明：(i)飛利浦訂單編號；和(ii)使飛利浦能夠享有任何相關稅費扣抵的說明。供應商並應告知飛利浦在上述具體情形下飛利浦是否可申請稅收豁免。

**8.4. Any license fees shall be included in the price.**

價格均應包括任何許可費用。

**8.5. Subject to the acceptance of the Goods, Services and/or Work Product by Philips, and unless provided otherwise in the Purchase Order, payment shall be made as follows: (a) if the Supplier entity is located in EU, within sixty (60) days from receipt of the correct invoice; or (b) if the Supplier entity is located in APAC or LATAM (except for Argentina), within ninety five (95) days from the end of the month of the receipt of the correct invoice in accordance with 8.3 in the proper form; or (c) if the Supplier entity is located in another part of the world or Argentina, within sixty five (65) days from the end of the month of the receipt of the correct invoice in accordance with 8.3 in the proper form.**

在飛利浦受領商品、服務和/或工作產出的前提下，且除非訂單另有規定，付款應按下述方式支付：  
(a)若供應商公司位於歐盟地區，則自收到正確發票後六十（60）日內；或(b)如供應商公司位於亞太區或拉丁美洲（阿根廷除外），則在收悉根據第8.3條以適當形式出具的正確發票之當月結束後的九十五（95）天內付款；或(c)若供應商公司位於全球其他地區或阿根廷，則在收悉根據第8.3條以適當形式出具的正確發票當月結束後六十五（65）天內付款。

**8.6. If Supplier fails to fulfill any of its obligations under the Agreement, Philips may suspend payment to Supplier upon notice to Supplier.**

若供應商不能完成其在合約項下的任何義務，則在通知供應商後，飛利浦可暫不向其付款。

**8.7. Supplier hereby unconditionally accepts that Philips and any of its Affiliates shall at all times have the right to set-off any amounts that any Philips and/or its Affiliate owes to Supplier or its Affiliates under this Agreement with any amounts that Supplier or its Affiliates owes to any Philips or its Affiliates under the Agreement or any other agreement.**

供應商特此無條件地接受飛利浦及其任何關係企業應始終有權以供應商或其關係企業在合約或任何其他協議項下應向任何飛利浦和/或其關係企業支付的任何款項，抵銷任何飛利浦或其關係企業在合約項下應向供應商或其關係企業支付的任何款項。

**8.8. Supplier acknowledges and agrees that any amount to be paid by Philips to Supplier may be paid on Philips' behalf by another Affiliate of Philips and/or a third party designated by Philips. Supplier shall treat such payment as if it were made by Philips itself and Philips' obligation to pay to Supplier shall automatically be satisfied and discharged in the amount paid by such entity or third party.**

供應商確認並同意任何應由飛利浦向供應商支付的任何款項，可由飛利浦關係企業和/或飛利浦指定之協力廠商代飛利浦給付。供應商應視該等給付如同飛利浦所為之給付，且飛利浦向供應商付款之義務因于該等法人或協力廠商支付該等款項的同時當然履行完畢並解除。

## **9. Warranty**

### **保證**

**9.1. Supplier represents and warrants to Philips that all Goods and/or Work Product(s):**

供應商向飛利浦聲明並保證所有商品和/或工作產出：

- (a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;  
皆適用於預期之用途，且皆為新品、具備適銷性、具有良好之品質，不存在設計、材料、製造和工藝上之瑕疵；

- (b) strictly comply with the specifications, approved samples and all other requirements under the Agreement;  
均嚴格符合規格、經飛利浦認可之樣品及合約項下的一切其他要求；
- (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;  
交付時應一併提供所有必要的許可，該等許可應當均已獲得並維持有效，且其範圍應適當地涵蓋預期使用範圍。此外，所有許可應包括轉讓許可及分許可之權利；
- (d) shall be free from any and all liens and encumbrances;  
應無任何及全部留置權或其他權利負擔；
- (e) have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws), regulations, EC Directive 2001/95 on General Product Safety and the then current Supplier Sustainability Declaration which can be found at: [http://www.philips.com/shared/assets/company\\_profile/downloads/EICC-Philips-Supplier-Sustainability-Declaration.pdf](http://www.philips.com/shared/assets/company_profile/downloads/EICC-Philips-Supplier-Sustainability-Declaration.pdf).  
所有產品之設計、製造和交付均應符合相關法律法規(包括勞動法律法規)、歐盟關於一般商品安全之指令 2001/95 ( EC Directive 2001/95 on General Product Safety)及屆時有效的《供應商可持續發展宣言》(查閱《供應商可持續發展宣言》，請查訪：[http://www.philips.com/shared/assets/Downloadablefile/sustainabilitydownloads/EICC\\_Philips\\_Supplier\\_Sustainability\\_Declaration\\_September\\_2009.pdf](http://www.philips.com/shared/assets/Downloadablefile/sustainabilitydownloads/EICC_Philips_Supplier_Sustainability_Declaration_September_2009.pdf))；
- (f) are provided with and accompanied by all information and instructions necessary for proper and safe use; including all its packaging and components supplied to Philips comply with the Regulated Substances List (RSL), which can be found at: <http://www.philips.com/shared/global/assets/Sustainability/rsl.pdf> or will be sent to Supplier upon its first written request. Supplier shall furnish to Philips any information required to enable Philips to comply with such laws, rules, and regulations in its use of the Goods and Services. Supplier agrees that, upon request of Philips, it shall register and use BOMcheck ([www.bomcheck.net](http://www.bomcheck.net)) to make substance compliance declarations including ROHS, REACH and other applicable regulatory requirements by making declarations in BOMcheck to fully comply with the Philips RSL, unless otherwise agreed with Philips. Supplier will also adhere to future RSL changes following notification from BOMcheck or other non-registered correspondence and is and will be fully compliant with the updated Philips RSL within 3 months of receiving the notification, unless otherwise agreed with Philips. Philips may reject deliveries that do not comply with these requirements; and  
交付時應附有正確安全使用之說明書及資訊；提供給飛利浦的商品和/或產品(包括其全部包裝及元件)符合《物質管控清單》(“物質管控清單”) (查閱該清單，請查訪：<http://www.philips.com/shared/global/assets/Sustainability/rsl.pdf>，或在提出首次要求後，發送給供應商)。供應商應向飛利浦提供任何所需資訊，以使飛利浦對商品和服務的使用遵守上述法律、法規和規定。供應商同意，除非飛利浦另行同意，在飛利浦提出要求時，其應註冊並使用物質申明網站資料庫([www.bomcheck.net](http://www.bomcheck.net))，通過在物質申明網站資料庫中作出物質合規聲明，包括關於遵守《電氣、電子設備中限制使用某些有害物質指令》(ROHS)、《關於化學品註冊、評估、許可和限制法案》(REACH)和其他相關監管要求的聲明，從而充分遵守飛利浦物質管控清單；在獲得物質申明網站資料庫通知或其他非註冊通訊後，供應商亦將遵守物質管控清單的進一步變更，且其現在及此後將在收到通知後三個月內充分遵守更新的飛利浦物質管控清單，但飛利浦另行同意的除外；飛利浦可拒絕受領不符合上述要求的交付；以及
- (g) will be accompanied by written and detailed specifications of the composition and characteristics, to enable Philips to transport, store, process, use and dispose of such Goods and/or Work Product safely and in compliance with law.  
交付時應附有有關成份和特性的書面詳細規格，以使飛利浦能以安全、合法之方式運輸、貯存、處理、使用及處分該商品和/或工作產出。

9.2. These warranties are not exhaustive and shall not be deemed to exclude any warranties set by law,

Supplier's standard warranties or other rights or warranties which Philips may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to Philips and its customers.

上文並未窮盡列舉全部保證且上述保證不得視為排除任何法定保證、供應商之標準保證條款及飛利浦可能有權享受的其他權利或保證。上述保證應於商品交付、檢測、驗收、付款或轉售後繼續有效，且及于飛利浦及其顧客。

9.3. Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in Article 9.1 will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 4.2, or such other period as agreed in the Agreement (the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer. 在不損害其依合約或法律可享有的任何其他權利或救濟的前提下，第9.1條所述各項保證應在自根據第4.2條交付之日起三十六（36）個月或合約規定的其他期限（“保證期”）內有效。在保證期內維修或替換的商品在上述商品的原保證期剩餘期限、或維修或替換商品交付之日起十二（12）個月（以二者中期限較長者為準）內受保。

## **10. Open Source Software Warranty** **開放原始程式碼軟體保證**

Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized officers of Philips and unless otherwise stated in the Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software.

除非飛利浦的正式授權人員明確書面作出授權開放原始程式碼軟體且除非合約另有規定，供應商聲明並保證商品不包括任何開放原始程式碼軟體。

## **11. Non-conformity** **不符合要求**

11.1. If any Goods, Services or Work Products are defective, latent or otherwise do not conform to the requirements of the Agreement, Philips shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:

若任何商品、服務或工作產出有瑕疵、潛在隱患或因其他原因不符合合約要求，在不損害其依合約或法律可享有的任何其他權利或救濟的前提下，飛利浦應通知供應商並有權自行決定選擇：

- (a) require performance by Supplier;  
要求供應商履行合約；
- (b) require delivery of substitute Goods or Work Products;  
要求交付替換商品或工作產出；
- (c) require Supplier to remedy the lack of conformity by repair;  
要求供應商通過修理補救不符合合約要求之處；
- (d) declare the contract rescinded; or  
聲明解除契約；或
- (e) reduce the price in the same proportion as the value of the Goods or Services actually delivered, even if that results in a full refund of the price paid to Supplier.  
根據實際交付的商品或服務的價值以相應比例降低價格，即使這將導致供應商全額退還已向其支付之款項。

11.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse Philips in respect of all costs and expenses (including, without limitation, inspection,

handling and storage costs) reasonably incurred by Philips in connection therewith.

供應商應承擔不符合要求商品的全部修理、替換及運輸成本及費用，並賠償飛利浦因此所產生之全部合理成本及費用(包括但不限於檢驗、處理及倉儲成本及費用)。

11.3. Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

不符合要求之商品之風險負擔將於飛利浦發出通知之日起移轉予供應商。

## **12. Ownership and Intellectual Property**

### **所有權和智慧財產權**

12.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for Philips, or paid for by Philips, for use in the performance of the Agreement, shall be and remain the sole exclusive property of Philips and shall not be furnished to any third party without Philips' prior written consent, and all information with respect thereto shall be confidential and proprietary information of Philips. In addition, any and all of the foregoing shall be used solely for the purpose of fulfilling orders from Philips, shall be marked as owned by Philips, shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by Philips, and shall be returned promptly upon Philips' first request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

由飛利浦提供或他人代其提供給供應商、或由飛利浦付款以供履行合約之目的使用的全部機器、工具、繪圖、規格、原物料及任何其他物品或材料，其所有權應始終歸飛利浦單獨擁有。非經飛利浦事先書面同意不得提供予任何第三人。有關上述各項的全部資訊均屬飛利浦之機密及專屬資訊。此外，任何及全部上述物品應僅用於履行飛利浦之訂單，且應標示為飛利浦所有，並應由供應商負責妥善保存（在必要時自費進行更換）並承擔相關風險，應按照飛利浦不時提出的合理要求由供應商進行定期盤點，且應於飛利浦首次提出要求時，由供應商立即歸還予飛利浦。除非另行明確書面約定，供應商同意自費提供履行其在合約項下義務所需之全部機器、工具及原材料。

12.2. Supplier represents and warrants to Philips that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party (including Supplier's employees and subcontractors) IPRs.

供應商向飛利浦聲明並保證商品及服務本身或其任何組合未曾且不會侵害或違反任何第三人(包括供應商之員工及分包商)之智慧財產權。

12.3. The purchase of the Goods and/or Services shall confer on Philips and its Affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all IPRs owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

對產品和/或服務的購買將由供應商授予飛利浦及其關聯公司一項供應商擁有或控制（直接或間接地）的所有智慧財產權項下不可撤銷、全球範圍內、免許可使用費、非排他性及永久的許可權，用於對該產品和/或服務進行使用、製造、委託製造、嵌入、委託嵌入、市場行銷、銷售、租賃、許可、分銷和/或以其它方式進行處置，包括但不限於機械、工具、圖紙、設計、軟體、樣本、模具、規格或零件。

12.4. Philips shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Philips to Supplier. All rights in and titles to the Work Product shall become Philips' property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause 12.4.

飛利浦提供予供應商的任何樣品、資料、工作成果、材料、智慧財產權及其他財產所包含的一切權利仍歸飛利浦所有。一切工作產出的權利和所有權均應歸飛利浦所有。供應商應簽署並交付任何必要或適宜的文件檔案並履行必要或適宜的任何事項以實現本第12.4條之約定。

12.5. Supplier shall not have any right, title or interest in or to any of Philips' samples, data, works, materials, trademarks and intellectual and other property nor shall the supply of Goods and/or Services alone or in any combination, or the supply of packaging containing Philips' trademarks or trade names give Supplier any right or title to these or similar trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the Goods or Services alone or in any combination without Philips' prior written approval and any use of any trademark, trade name or other indication as authorized by Philips shall be strictly in accordance with the instructions of and for the purposes specified by Philips.

供應商對飛利浦的任何樣品、資料、工作成果、材料、商標及智慧財產權和其他財產不享有任何權利、所有權或權益。提供商品及/或服務本身或其任何結合物的行為、或提供標有飛利浦商標或商號的包裝的行為並不授予供應商有關前述或類似商標或商號的任何權利或所有權。非經飛利浦之事前書面同意，供應商不得在與商品或服務本身或其任何結合物相關時使用任何商標、商號或其他標識，且若供應商經飛利浦授權使用其任何商標、商號或其他標識，亦應嚴格遵循飛利浦之指示並在授權之特定範圍內使用。

12.6. Supplier shall not, without Philips' prior written consent, publicly make any reference to Philips, whether in press releases, advertisements, sales literature or otherwise.

非經飛利浦之事前書面同意，供應商不得在新聞發佈、廣告、銷售宣傳或其他材料中提及飛利浦。

### **13. Intellectual Property Indemnification**

#### **智慧財產權賠償**

13.1. Supplier shall indemnify and hold harmless Philips, its Affiliates, agents and employees and any person selling or using any of Philips' products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by Philips, shall defend any such claim at Supplier's own expense.

若任何第三人主張任何商品或服務本身或其任何組合或其使用侵犯他人的任何協力廠商智慧財產權，供應商應賠償飛利浦、其關係企業、代理人、員工及銷售或使用任何飛利浦產品的任何人因此面臨的任何及全部索賠、損害、成本及費用(包括但不限於利潤損失及合理的律師費用)並使其免受損害，或依飛利浦的指示，應就任何上述索賠進行抗辯並負擔相關費用。

13.2. Philips shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as Philips may reasonably require.

飛利浦將任何前述索賠及時書面通知供應商；但在供應商受上述遲延不良影響的範圍外，通知遲延不應免除供應商在本規定項下的義務。當飛利浦提出合理請求時，供應商應提供全部相關協助。

13.3. If any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by Philips, but at its own expense: either

若供應商依合約供應的任何商品或服務本身或其任何組合構成侵權或被禁止使用，供應商應依飛利浦之指示自費，

- (a) procure for Philips or customers the right to continue using the Goods or Services alone or in any combination; or

- 為飛利浦或其客戶取得繼續使用商品或服務本身或其任何組合之權利，或
- (b) replace or modify the Goods or Services alone or in any combination with a functional, non- infringing equivalent.  
更換或修改商品或服務本身或其任何組合，使其具有同等功能但不構成侵權。

13.4. If Supplier is unable either to procure for Philips the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, Philips may terminate the Agreement and upon such termination, Supplier shall reimburse to Philips the price paid, without prejudice to Supplier's obligation to indemnify Philips as set forth herein.

若供應商無法依前述二種方式處理，飛利浦有權解除合約。且終止後，供應商應償還飛利浦已付的金額，且不減免供應商依合約所應負之賠償義務。

## **14. Indemnification**

### **賠償**

Supplier shall indemnify and hold harmless Philips, its Affiliates, agents and employees and anyone selling or using any of Philips' products, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the delivery of the Goods or performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods, Services or any other information furnished by Supplier to Philips under the Agreement.

對於因供應商、或依其指示或受其控制或代其行事的任何人與合約規定由供應商提供給飛利浦的商品、服務或其他任何資訊有關的作為、不作為、過錯、違反明示或暗示之保證、違反合約任何條款或過失（無論在合約所述商品或服務的交付或履行完成之前或之後）而以任何方式導致或據稱因此導致的全部訟案、訴訟、法律或行政程式、索賠、要求、損害、案件、責任、利息、律師費及其他種類或性質的費用（包括但不限於特別、間接、附帶及衍生損害）而言，供應商應向飛利浦、其關係企業、代理人、員工及銷售或使用任何飛利浦產品的任何人提供賠償並使其免受損害。

## **15. Compliance with Laws**

### **遵守法律**

Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to Philips any information required to enable Philips to comply with any applicable laws, rules, and regulations in its use of the Goods and Services. If Supplier is a person or legal entity doing business in the United States, and the Goods and/or Services are sold to Philips under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference. Additionally, if Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

供應商應始終遵守適用於合約的全部法律、法規、規定和法令，包括但不限於全部與公平就業、機會均等、環境合規相關的法律、法規、規定和法令。供應商應向飛利浦提供任何所需資訊，以使飛利浦於使用商品或服務時能夠遵守任何適用法律、法規和規定。若供應商為在美國營業之個人或法人，且依美國聯邦法律規定之契約或分包契約銷售商品或服務給飛利浦，則聯邦法律所要求的全部相關採購規定或併入契約或分包契約的規定將特此經援引成為本條款的一部分。此外，若供應商為在美國營業之個人或法人，41號美國聯邦法律第60-1.4章、第60-250.5章、第60-741.5章所述公平就業條款特此經援引成為本條款的一部分。

## 16. Personal Data 個人資訊

For the purpose of or in connection with this Agreement, Supplier may come to process information in any form relating to an identified or identifiable individual (“Personal Data”), including sensitive data, of individuals whom personal data is provided to Supplier via the Products by (or at the direction of) Philips such as/i.e., consumers and employees. This Clause 16 sets out the terms and respective rights and duties of the Parties in respect of such Processing of Personal Data.

The duration of the Processing is intended as the Term plus the period from the expiry of the Term until deletion or return of Personal Data by Supplier in accordance with this Agreement.

Supplier undertakes and warrants that it and its personnel involved with the performance of this Agreement shall:

為合約的目的或與合約相關，供應商得處理透過產品由飛利浦（或在其指示下）提供之有關已識別或可識別的個人相關資料（“個人資料”），包括敏感資料，例如消費者和僱員。第16條規定雙方在個人資料處理方面的條款和權利和義務。

處理期限為合約期限加上期限屆滿至供應商根據合約刪除或歸還個人資料的期限。

供應商承諾並保證其及其參與履行合約的人員應：

(i) Process all Personal Data in accordance with all laws and regulations applicable to the Processing, protection, confidentiality or security of Personal Data and all further instructions provided by Philips with regard to the Processing. When used in this Agreement, “Processing” shall mean any operation or set of operations performed by automatic means or otherwise, including, without limitation, the collection, recording, rearrangement, organization, storage, loading, adaptation or alteration, retrieval, consultation, display, use, disclosure, dissemination, removal, erasure or destruction of Personal Data, (“Process” and “Processed” shall be construed accordingly);

根據適用於個人資料處理，保護，保密或安全的所有法律和法規以及飛利浦提供的有關處理的所有進一步指引處理所有個人資料。在合約中使用時，“處理”是指任何操作或一組通過自動方式或其他方式執行的操作，包括但不限於個人資料的收集，記錄，重新安排，組織，存儲，加載，改編或更改，檢索，諮詢，顯示，使用，披露，傳播，刪除，刪除或銷毀，（“處理”和“已處理”應據此解釋）；

(ii) Process the Personal Data appropriately and accurately and only insofar as necessary to provide the Products;

適當和準確地處理個人資料，並且僅在提供產品必要時；

(iii) not Process the Personal Data for purposes not so authorized or so instructed by Philips;

不為未經飛利浦授權或指示的目的處理個人資料；

(iv) ensure that only those Supplier personnel involved with the performance of this Agreement shall have access to the Personal Data and shall require such Supplier personnel to protect and maintain the confidentiality and the security of the Personal Data;

確保只有參與執行合約的供應商人員才能接觸個人資料，並要求此類供應商人員保護和維護個人資料的機密性和安全性；

(v) Philips acknowledges and agrees that Supplier may engage Sub-Processors to Process Personal Data. Supplier shall ensure that Sub-Processors are contractually bound to the same data protection obligations with respect to the Processing of Personal Data as those to which Supplier is bound under this Agreement. Supplier remains fully liable to Philips for the Sub-Processor's performance of the contract, as well as for any acts or omissions of the Sub-Processor in regard to its Processing;

飛利浦承認並同意供應商可使下包商處理個人資料。供應商應確保下包商受合同中個人資料處理相同的個人資料保護義務之規範，即與供應商受相同的個人資料保護之合約義務約束。對於下包商履行合同以及下包商處理過程中的任何作為或不作為，供應商仍對飛利浦承擔全部責任；

(vi) implement appropriate technical and organizational security measures to ensure an appropriate level of security and protect Personal Data;

實施適當的技術性和組織性的安全措施，以確保適當的安全性並保護個人資料；

(vii) cooperate with Philips where this is necessary for the performance of Philips' data protection

impact assessments;

必要時配合飛利浦進行飛利浦個人資料保護影響評估;

(viii) not disclose the Personal Data to any third party without the prior written approval of Philips. In case of a request for disclosure to a competent governmental or semi-governmental authority or court, if permitted by law, Supplier shall inform Philips of the exact nature of the request and the legal obligation to comply with such request;

未經飛利浦事先書面許可，不得向任何第三方披露個人資料。如依要求向主管政府機關或準政府機關或法院披露，若法律允許，供應商應告知飛利浦該要求的性質及說明遵守該要求的法律義務;

(ix) inform Philips without undue delay after Supplier or any Supplier personnel has become aware of a Personal Data Breach. Supplier shall promptly take all necessary and appropriate corrective actions to remedy any deficiencies in its security measures, and take any action pertaining to such security incident required by applicable law and by Philips;

於供應商或任何供應商人員發現個人資料洩露情事後，不得無故拖延通知飛利浦。供應商應立即採取一切必要和適當的糾正措施，以彌補其安全措施中的任何缺陷，並採取法律和飛利浦要求的與此資安事件有關的任何行動;

(x) not hold Personal Data any longer than necessary for the purpose of performing, or having performed any obligation under this Agreement. Subject to Supplier's legal and regulatory obligations with regard to the Personal Data, Supplier shall ensure that Supplier and Supplier personnel that Processes the Personal Data on its behalf (a) promptly returns all Personal Data in its possession or control and all copies thereof to Philips and/or to a third party of choice of the Philips upon Philips' first request; and (b) upon termination of the Agreement, for whatever reason, ceases to use the Personal Data and at Philips' sole option arranges for either the prompt and safe return to Philips and/or to a third party of choice of Philips or the secure deletion and destruction of all the Personal Data together with all copies in its possession or control;

為履行或履行合約項下的任何義務，不得持有超過必要的個人資料。根據供應商對個人資料的法律和合規義務，供應商應確保代表其處理個人資料的供應商和供應商人員 (a) 一經飛利浦要求即刻將其擁有或控制的所有個人資料及其所有複本歸還給飛利浦及/或飛利浦選擇的第三方; (b) 在合約終止後，無論出於何種原因，不再使用個人資料，並且依飛利浦的選擇安排迅速安全地返還飛利浦及/或飛利浦選擇的第三方，或安全刪除和銷毀所有個人資料及其擁有或控制的所有複本;

(xi) ensure that transfers of Personal Data to Supplier's affiliates or Sub-Processors will occur on the basis of a legally recognized transfer mechanism if Personal Data would be transferred outside the European Economic Area as necessary to provide the Products;

確保如個人資料有必要轉移到歐洲經濟體以外以提供產品時，依據法律認可的轉移機制將個人資料轉移至供應商的關聯公司或下包商處理;

(xii) inform Philips without undue delay of any complaints, requests or enquiries received from Individuals, including but not limited to requests to access, rectify or delete Personal Data. Supplier shall not respond to the Individual directly except where specifically instructed by Philips. Supplier shall in any event cooperate with Philips to address and resolve any complaints, requests or enquiries from Individuals;

通知飛利浦，不得無故拖延任何個人的投訴，請求或查詢，包括但不限於查閱，更正或刪除個人資料的請求。除非依飛利浦明確指示，否則供應商不得直接回覆該個人。供應商應在任何情況下與飛利浦合作，以處理和解決來自於個人的任何投訴，請求或查詢;

(xiii) make available to Philips all information necessary to demonstrate compliance with the obligations applicable to the Processing and laid down in this Agreement.

向飛利浦提供所有必要信息以證明其符合合約中規定的處理相關義務。

## **17. Export Controls Compliance**

### **出口管制合規**

17.1 Supplier agrees and warrants that it will comply with all applicable international and national export

control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

供應商同意並保證，其將遵守所有適用的國際、國內出口管制法律法規，且對於歐盟或美國或任何其他國家要求持有出口許可或其他政府批文方能對其出口的任何國家，其不會在未獲得該等許可或批文的情況下直接或間接向上述國家出口或再出口任何資訊、物品、軟體和/或技術。

**17.2 Supplier agrees to inform Philips in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform Philips about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).**

供應商同意書面通知飛利浦其所提供的資訊、物品、軟體和/或技術是否受美國及/或其原屬國的出口管制法律管制，且若受到管制，供應商將告知飛利浦上述管制的範圍（包括但不限於受出口管制的法域、出口管制分類號、出口管制許可和/或商品分類自動跟蹤系統（CCATS），如適用）。

**17.3 Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Philips with all information required to enable Philips and its customers to comply with such laws and regulations.**

供應商應取得所有適用出口管制法律及法規所要求的一切國際及國家出口許可或類似許可，並應向飛利浦提供必要資訊以使飛利浦及其客戶能遵循該等法律法規。

**17.4 Supplier agrees to indemnify and hold Philips harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Philips may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify Philips promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Philips.**

供應商同意，就飛利浦可能因供應商不遵守適用法律、法規和規定而產生的索賠、責任、罰款、罰沒及相關成本和開支（包括律師費）向飛利浦提供賠償並使其免受損害。供應商同意，及時通知飛利浦由供應商收悉的有關其違反任何相關出口管制法律、法規或規定且可能影響飛利浦的任何通知。

## **18. Customs Compliance**

### **海關合規**

**18.1 On an annual basis, or upon earlier request of Philips, Supplier shall provide Philips with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the Goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.**

供應商應每年或依飛利浦提出的更早要求，供應商應提供給飛利浦適當之證明書證明商品產地，以滿足：(i) 進口國海關機關，和(ii) 任何相關出口許可法規（包括美國法規）的要求。特別的是，聲明應明確說明商品或其部分是否曾在美國生產或原產於美國。供應商所提供的雙重用途商品或屬於其他分類的商品應通過其分類號予以明示。

**18.2 For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin**

certificate/invoice declaration) to confirm the preferential origin status.

對於有資格申請區域或自由貿易協定、普遍優惠制或其他優惠安排的全部商品，供應商有責任交付產品以及適當的文件檔案證明（例如，供應商的聲明、優惠原產地證書/發票聲明）以確認優惠原產地狀態。

18.3 Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Philips to be the importer of record. If Philips is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Philips request, provide Philips with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Philips.

供應商應標示每一商品（或若商品上無空間則在商品集裝箱上）的原產地。在標示商品過程中，供應商應遵守進口國海關機關的要求。若進口任何商品，供應商應在有可能時允許飛利浦成為名義進口商。若飛利浦非名義進口商且供應商取得商品的關稅退稅權，則供應商應在飛利浦有要求時，向飛利浦提供進口國海關機關所要求的文件檔案，以證明進口及向飛利浦轉讓關稅退稅權。

## **19. Limitation of Liability**

### **責任限制**

19.1. Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

任何一方均不得排除或限制因其過失、欺詐而引起的人身傷亡責任或法定不得排除或限制的任何責任。

19.2 Subject to Clause 19.1, IN NO EVENT SHALL PHILIPS BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH INCLUDES WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF IMAGE OR LOST DATA, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES and in no event shall Philips be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by Philips.

以第19.1條為前提下，在任何情況飛利浦均無須基於任何責任理論對間接、附帶、特別、衍生或懲罰性損害（包括但不限於利潤或收益損失、業務機會損失、形象損失或資料損失）負責，即使飛利浦供應商已被告知此損害發生之可能性。在任何情形下飛利浦對供應商、其繼受人或受讓人的損害賠償責任範圍不應超出合約完整履行時應向供應商支付的金額減去飛利浦已向供應商支付的任何金額。

## **20. Force Majeure**

### **不可抗力**

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. Philips shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the non-performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial

problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

若供應商因不可抗力（即不可預見且超出供應商控制範圍的事件）而無法履行合約義務，且若供應商已提供充分證據證明不可抗力的存在，應在不可抗力期間中止合約相關義務之履行。若無法履行的情勢使得立即終止合約合理，且在任何情況下不可抗力之事件持續超過30天，飛利浦應有權書面通知供應商立即終止合約，且在發出上述通知後，供應商不得請求與終止有關的任何補償。在任何情況下，供應商方面之不可抗力不得包括人力、生產材料或資源之短缺、罷工、非官方公告的流行病或傳染病、供應商簽約廠商違約、供應商之財務問題、供應商無法取得所供應軟體需要之許可或有關所供應商品或服務的必要法律或行政許可或授權。

## **21. Suspension and Rescission**

### **中止及解除**

21.1. Without prejudice to any other right or remedy available to Philips under the Agreement or at law, Philips shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to declare the Agreement rescinded in whole or in part by means of written notice to Supplier in the event that:

在不損害飛利浦依合約或法律可享有的任何其他權利或救濟的前提下，若有以下情形之一發生，飛利浦應有權自行決定以書面通知供應商，選擇暫時中止履行合約項下義務或聲明解除全部或部分合約：

- (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;  
供應商自願申請破產宣告或任何關於無力償債、破產管理、清算、分派利益予債權人或其他類似之自願程式；
- (b) Supplier becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;  
供應商成為破產宣告或任何關於無力償債、破產管理、清算、分派利益予債權人或其他類似之程式之主體；
- (c) Supplier ceases or threatens to cease to carry on business in the ordinary course;  
供應商已停業或有停業之虞；
- (d) Supplier breaches any of its obligations under the Agreement or Philips', in its reasonable discretion, determines that Supplier cannot or shall not deliver the Goods or perform the Services as required;  
or  
供應商違反合約項下任何義務，或飛利浦依其合理判斷認為供應商無法或將不依合約要求交付商品或履行服務；或
- (e) Supplier fails to provide adequate assurance of performance following request by Philips.  
供應商在飛利浦要求時未能提供充分的履約擔保。

21.2. Philips shall not be liable to Supplier by virtue of exercising any of the rights under Clause 21.1.

飛利浦無須因其行使第21.1條下的任何權利而對供應商負任何責任。

## **22. Confidentiality**

### **保密**

22.1. Supplier shall treat all information provided by or on behalf of Philips or generated by Supplier for Philips under the Agreement as confidential. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect Philips' information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable

care. All such information shall remain the property of Philips and Supplier shall, upon Philips' demand, promptly return to Philips all such information and shall not retain any copy thereof.

供應商應為合約項下由飛利浦或其代表提供、或由供應商為飛利浦生成的全部資訊負保密義務。全部上述資訊應僅由供應商用於合約之目的。供應商應以不低於保護自身機密資料之合理注意程度保護飛利浦之機密資料，但始終應盡合理的注意義務。全部該等資訊應始終屬於飛利浦之財產，且經飛利浦要求時，供應商應立即向飛利浦返還全部上述資訊且不得保留其任何副本。

22.2. The existence and the contents of the Agreement shall be treated as confidential by Supplier.

供應商應對合約之存在及其內容加以保密。

## 23. Miscellaneous

### 其他條款

23.1. Supplier will maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested by Philips) with, unless otherwise agreed by Philips, a minimum limit of five million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Philips of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Philips upon Philips' request.

供應商將購買商業綜合責任險（包括產品責任、財產損失和人身傷亡責任以及飛利浦可能要求的任何其他責任），且除非飛利浦另行同意，有關人身傷害（包括死亡及商品或服務的使用、或供應商在合約項下的作為或不作為可能導致任何其他損害）的索賠金額最低為五百萬歐元。上述保單應由獲得適當許可、具有財務責任能力的保險商以書面形式開具。供應商應至少提前30日書面通知飛利浦取消保險或承保範圍所作任何縮減。在飛利浦要求時，供應商應向飛利浦出具證明所須承保範圍和額度的保險證明以及保單。

23.2. Supplier shall provide Goods and render Services hereunder as an independent contractor and not as an agent of Philips and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency of Supplier on Philips.

供應商應作為獨立締約方履行提供並履行合約項下之商品和服務，而非飛利浦之代理人。無論供應商在經濟上對飛利浦依賴程度如何，合約任何內容均未在雙方之間建立任何合夥、合資或雇傭關係。

23.3. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Philips. Any such non-approved subcontracting, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

未經飛利浦事前書面許可，供應商不得將其在合約項下的權利或義務轉包、轉移、質押或轉讓給第三人。未經飛利浦事先批准的任何轉包、轉移、質押或轉讓，應認定為無效且對該等第三人不發生效力。

23.4. In view of the announced separation of the Philips Group into two stand-alone companies, Philips shall have the right to assign, novate or otherwise split or transfer this Agreement, in whole or in part ("Assignment"), to any present or future Affiliate of Philips to which Philips transfers all or substantially all of its Lighting or HealthTech business ("Assignment Entity") in anticipation of the future separation of the Philips Group, subject to Philips providing written notice to the other Party, but without the need for the other Party's consent. Upon the effective date and to the extent of the Assignment, Philips shall be released and discharged from all obligations and liabilities under this Agreement. Such release and discharge shall be complete and shall not be altered by the termination of the affiliation between Philips and the Assignment Entity. Parties shall sign all necessary documents and provide all co-operation as

necessary or desirable to effect the Assignment as requested by Philips.

鑒於飛利浦集團宣佈將分立成兩個獨立的公司，飛利浦有權在書面通知對方但無需征得對方同意的前提下向任何飛利浦目前或未來的關聯公司（飛利浦向該等關聯公司轉讓全部或主要部分的照明解決方案或健康科技業務，該關聯公司以下稱為“轉讓實體”）以轉讓、變更協定主體或其他方式拆分或轉讓本協定的全部或部分（“轉讓”）。自轉讓生效之日起且在轉讓範圍內，飛利浦在合約下的所有義務和責任將被免除和終止。該等免除和終止是完全的，且不應因飛利浦與轉讓實體之間關聯關係的終止而改變。雙方應簽署所有必要的文件檔案，並根據需求提供一切合作，以實現飛利浦要求的轉讓。

**23.5. The rights and remedies reserved to Philips are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.**

基於合約或依法律或衡平法可享有之權利及救濟，飛利浦均可累計適用。

**23.6. Supplier shall provide Philips written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum Philips part numbers, substitutions, and last order and shipment dates.**

供應商應在最後訂貨期限日前十二個月，書面通知飛利浦產品停產，至少應告知飛利浦之商品零件編號、替代商品、最後訂貨及交貨期限日等資訊。

**23.7. Neither the failure nor the delay of Philips to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Philips to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by Philips and Supplier.**

飛利浦未能或遲延執行合約的任何條款不構成飛利浦對該條款或飛利浦執行合約中任一其他條款之權利的放棄。供應商與飛利浦之間先前的交易方式及商業慣例不得用以解釋合約。對合約的任何棄權、同意、變更或修改應僅在雙方簽署明確援引合約的書面文件時方為生效。

**23.8. In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.**

若本通用採購條款及合約的任一條款被具有管轄權的法院或任何未來立法或行政行為認定無效、違法或不可執行，此認定或行為不應否決合約其他條款之效力或可執行力。被認定無效、違法或不可執行的任何條款應以適用法律許可的具有相似含義之規定取代。

**23.9. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.**

以明示或默示方式規定在合約終止或期滿後繼續有效的全部條款和條件，包括但不限於保證、智慧財產權、保密和個人資訊條款，應在合約終止或期滿後繼續有效。

**23.10. The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the Philips ordering entity is located, as applicable.**

合約應受下訂單的飛利浦公司（視情況而定）所在國家或州的法律管轄並依其解釋。

**23.11. Supplier and Philips each consents to the exclusive jurisdiction of the competent courts in (i) the**

place where the Philips ordering entity's registered address is located; or (ii), at the option of Philips, the jurisdiction of the entity of Supplier to which the order was placed Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

供應商及飛利浦雙方同意(i)下訂單的飛利浦公司註冊所在地的主管法院具有專屬管轄權，或(ii)依照飛利浦的選擇，接受訂單的供應商公司所在地的主管法院具有管轄權。供應商特此放棄以缺乏屬人管轄和非便利法院為由提出抗辯。

**23.12. The United Nations Convention on International Sale of Goods shall not apply to the Agreement.**

《聯合國國際貨物買賣公約》不適用於(本)合約。

**Philips General Conditions of Purchase**

飛利浦通用採購條款

Version May 2015

2015年5月版