

## 1. Area of Application 適用範圍

1.1 All orders (including without limitation, orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples) accepted by Eurofins Food Testing Taiwan Limited (ES) will be governed by these General Terms and Conditions of Sales (the 'Terms and Conditions'). Upon ES's acceptance of an order, a contract with these Terms and Conditions will be deemed to have been executed between the entity issuing the order and ES.

An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, (in this scenario, written confirmation from ES is not necessary) or (b) ES accepts the order in writing.

凡經 歐陸食品檢驗股份有限公司(Eurofins Food Testing Taiwan Limited, 下稱「ES」)接受的所有訂單(其中包括未經書面確認的電話訂單和通過交付樣本所下的訂單)均必須遵守本通用銷售條款和契約條件(下稱「本條款和條件」)。凡對 ES 所下的訂單,一經 ES 接受,即視為已與 ES 簽訂了包括本條款和條件之契約。凡對

ES 所下的訂單當(a)一旦 ES 開始著手履行,即應被視作已為 ES 接受(此時無需再由 ES 書面確認)或者(b)一經 ES 書面接受,亦應被視作已被 ES 接受。

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Managing Director of ES.

1.2 本條款和條件取代和替換當事人之間所有以前的口頭或書面報價和協議;除非特別載明,否則本條款和條件亦優先於雙方之間嗣後之書面協議中的所有衝突或不一致的規定。任何管理人員(ES 的執行董事除外),僱員,代理人或 ES 的分包商沒有權力改變或免除本條款和條件,或做出任何與本條款和條件相衝突、或意圖取代這些條款和條件的聲明;除非經 ES 的執行董事以書面簽署,任何對於本條款和條件的改變、放棄或聲明均對 ES 沒有拘束力。

### 2. Placement of Order 提交訂單

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample dispatch sheets or electronic order forms, and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be clearly specified in the order.

The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work

unless the order is clear and it has been provided all required information.

2.1 客戶的訂單只有在符合以下標準時才是有效的:當它是通過郵件或傳真或其他有客戶信頭的電子訊息或使用 ES 批准的樣本調度表或電子訂單表格,而且訂單的商業條件未具體列明在本條款和條件中的(包括價格,估計工作天數和交貨日期),必須已經在訂單上載明。

對於透過電話下的訂單,客戶必須馬上以書面確認;如果客戶附上客戶參考訊息而發送樣本給 ES,將被視為已經下了訂單。除非該訂單是明確的、並已經提供了所有需要的信息,ES 沒有義務開始任何分析工作。

2.2 Unless specifically accepted in writing and signed by the Managing Director of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other documents) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect.

Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.2 除非經 ES 的執行董事特別以書面簽署同意,客戶在任何時候提出的與本條款和條件不同之條款(包括但不限於,在客戶的採購訂單上的、客戶的指示、或其他文件上的條款或規定),這些條款將被視為對本條款和條件的重大改動而不被接受,且不具有任何效力。此外,之前訂單的特別條款或條件,包括特殊價格,不會自動適用於後續訂單。由 ES 接受的每個訂單將被視為 ES 和客戶之間的一個個別的契約。

2.3 ES is entitled to charge management and administrative fees of up to Five hundred New Taiwan Dollars (TWD500) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.3 如要求就現有訂單提供額外的服務,ES 得收取行政管理費用金額不超過新台幣五百元(TWD500)。如就已進入實驗室的樣本要求進行額外的服務,將被視為一個新的訂單,並可能因而推遲預計交貨日期。

### 3. Price and Terms of Payment 價格及付款條件

3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply 'ex works', excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

3.1 如果訂單的確認未另有說明,則 ES 的價格為“出廠價”,不包括包裝,包裝的費用另外收費。任何額外費用或支出(例如:ES 所生與訂單有關的支出)必須由客戶支付。

3.2. Prices are exclusive of Taiwan sales tax and are based on tariffs in force at the day of the remittance of the offer to the customer [LTP: Please confirm whether the offer in clause 3.2 refers to quotation from ES to the customer.]

Applicable taxes are those in force at the date of invoicing.

3.2 價格未包括台灣的銷售稅，並根據給客戶的報價上所載匯款日之關稅。

適用的稅種是那些在開發票當天所應適用者

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date may carry interest at the rate of one percent

(1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.3 除非 ES 在接受客戶訂單的文件上特別另予同意，所有付款嚴格在發票日期的 30 天內到期。關於發票的任何爭議必須在發票日期的 30 天內提出。客戶不得以對分析結果的爭執而推遲付款。任何於到期日之後仍未給付之款項可衍生遲延利息，利率為每月百分之一（1%）或適用法律的最高利率，以較低者為準。

3.4 Invoices are subject to a minimum invoice charge of Five hundred New Taiwan Dollars (TWD 500). ES has the right to charge an administrative fee of up to One hundred New Taiwan Dollar (TWD100) to re-issue an invoice.

3.4 發票費最少為新台幣五百元（TWD500）。ES 針對重新開具發票有權利收取新台幣一百元（TWD100）的手續費。

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

3.5 發票結帳方式是支票，銀行轉帳或直接付款。其他的付款方式必須經 ES 事先同意。客戶承諾提供銀行帳戶信息。

3.6 ES is entitled to require prepayment of up to 100% of the quoted order price as a condition of acceptance.

3.6 ES 有權要求不超過報價單價格 100% 的預付款作為接受訂單的條件。

4. Duties of Customer in Delivering Samples or Materials 客戶交付樣本或材料的責任

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

4.1 樣本或材料必須處於「使得準備報告/分析或製造訂購之商品沒有

困難」的狀態。ES 有權在處理樣本、起草報告、或將樣本或材料用在生產之前，對樣本或材料進行初步的檢查以確認其狀態。如果樣本或材料不符合本條款 4.1 中所述的要求，客戶應負擔此初步檢查的費用。如果初始檢查的結果發現分析或生產是不可能的，或僅在比原先預期的更困難的狀況下才可能 - 例如，樣本或材料已經摻雜客戶未報告的外來材料或物質，或者是樣本或材料被降解 - ES 有權終止或中斷此訂單，客戶應承擔 ES 因此產生的成本。

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES against, all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

4.2 客戶必須確保並在此保證，交付的樣本無論在樣本所處的地點、在運輸過程中、在實驗室或其他地方，不會對 ES 的場所、儀器、人員或代表構成任何危險。客戶有責任確保符合危險廢棄物法規，包括相關信息，運輸和廢棄物處置，並通知 ES 人員或代表關於樣本健康和 safety 疑慮，包括任何已知的或可疑的毒性或可能存在于樣本中的其他污染和其可能的污染程度，以及此等污染對於 ES 場所、儀器、人員和代表的風險。對於 ES 或其人員或代表在取樣點、在運輸過程、或在實驗室中由於客戶的樣本或取樣點的狀況所導致的一切費用、損失、責任和傷害，客戶必須負責並補償 ES。客戶應當承擔由樣本產生的危險廢棄物處置的所有額外費用，不論是否為危險廢棄物。一經 ES 的要求，客戶必須提供 ES 樣本的精確成分。

5. Property Rights on Sample Material and Sample Storage 樣本材料的財產權和樣本儲存

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage. This rule also apply to samples requiring refrigeration. If the customer pays for storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

5.1 於履行訂單所需之範圍內，所有樣本成為 ES 的財產。除非客戶支付儲存費用，ES 對於寄送到 ES 的樣本沒有儲存的義務或責任。此原則亦適用於需要冷藏的樣本。如果客戶支付儲存費用，ES 將按

專業實務，採取商業上合理的措施來存儲樣本。

5.2 ES can dispose of or destroy samples immediately after the analysis has been performed, unless ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer' s cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer' s cost and risk.

5.2 除非 ES 和客戶書面同意 ES 保留樣本之條款，ES 在分析完畢後可以立即處置或銷毀樣本。在商定的保留期間屆滿後，ES 也可以處置或銷毀樣本而不再另行通知；如果 ES 為符合任何規定（例如，關於處置危險廢棄物）而衍生額外費用，客戶應負擔該費用。如果客戶要求寄回不需要的樣本，ES 將以客戶的成本和風險退回樣本給客戶。

#### 6. Delivery Dates, Turnaround Time 交付日期和工作天數

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.1 交付日期和工作天數為估計值，並非 ES 的承諾。然而，ES 應盡商業上合理的努力以符合其估計的最後期限。

6.2 Results are generally sent by email and/or by courier service mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

6.2 結果一般都是通過電子郵件和/或通過快遞服務郵件，或者通過其他電子方式，在分析完成後立即發送到客戶在訂單中指定的人。

#### 7. Transfer of Property 財產移交

7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that

order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

7.1 在客戶付清相關發票款項之前，任何由 ES 提供給客戶的分析結果、產品、設備、軟體或類似物件之所有權將隸屬於 ES，客戶沒有使用它們的財產權利或其他權利。此外，即使 ES 已經接受並開始履行某一訂單，如果客戶延遲支付 ES 任何款項，無論是此訂單或任何其他訂單之款項，ES 有權隨時停止處理該訂單並停止為客戶做任何工作。

7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

7.2 即使客戶已全額付款，ES 仍保留權利以不指明客戶的匿名形式去存儲，使用和發布所有的分析結果。

#### 8. Limited Warranties and Responsibilities 有限保證和責任

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods

developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same and shall do so at its own risk.

8.1 訂單是在 ES 可用的條件下按照目前的技術和 ES 所發展並通常採用的方法來處理，其結果可能不總是 100% 準確的和/或相關的。分析、解釋、評估、諮詢工作和結論都是 ES 以商業上合理的注意準備的，但 ES 無法保證這些永遠是正確的或絕對的。如果訂單的確認上並未另外敘明，此有限保證期是樣本交付日後六個月。如果客戶希望仰賴 ES 提供的任何結果、解釋、評價和結論，在所有情況下，客戶必須獨立驗證由 ES 提供的任何結果、解釋、評價和結論的有效性，客戶必須自負風險。

8.2 Each analytical report relates exclusively to the sample analysed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.2 每個分析報告只與 ES 分析的樣本有關。如果 ES 未被明確指示要定義取樣計劃（包括哪種原材料和成品的何樣本、以及以哪種頻率分析）及定義進行分析的確切範圍，或者如果客戶沒有遵循 ES 建議，則倘若取樣計劃和/或分析的範圍被證明是不足夠的或不適當的，ES 概不承擔任何責任。

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production.

Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.3 客戶負責將樣本妥當地送到 ES 進行檢查/分析或將材料妥當地送到 ES 去生產。除非 ES 另外明確地以書面同意，就樣本在運送期間或在物流服務運輸到任何設施或地點途中所生之任何損失或損害，ES 概不負責。從樣本發送直到樣本被運送到 ES 辦公室或 ES 的實驗室為止的期間，由客戶負責此樣本的安全、包裝及保險。ES 將以商業上合理的注意處理和存儲樣本，但即使 ES 已在實驗室簽收樣本，ES 對於樣本的任何損失或破壞不負責任。



8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately if the samples are dangerous or otherwise of a hazardous nature.

8.4 客戶保證並對 ES 聲明發送到 ES 分析的所有樣本是安全的、以及是在一個穩定的狀況，並承諾補償 ES 就 ES 或者其人員因樣本不是在安全和穩定的狀態下而可能遭受的損失，傷害，索賠和費用，即使客戶可能已在此樣本上或訂單上標示了此樣本已知的問題亦然。如果此樣本是危險的或有有害的，客戶必須總是在裝運前以書面通知 ES 並在包裝上、樣本上及/或容器上適當地貼上標籤。

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

8.5 除非各方明確地以書面約定，契約關係僅存在客戶和 ES 之間。不得有第三方受益人或與任何訂單相關的抵押擔保。客戶應補償 ES 並保障 ES 免受任何第三方就有關客戶或客戶訂單之求償。

#### 9. Limitation of Liability 責任限度

9.1 To the maximum extent permitted under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's wilful misconduct or gross negligence in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's wilful misconduct or gross negligence in connection with the performance of the order and (ii) ten times the amount ES actually received from the customer in relation to the order up to one hundred thousand Taiwan Dollar (TWD 100,000). [LTP:]

Pursuant to Article 222 of the Civil Code, a person's liability may not be excluded in advance if the liability is results from the person's wilful misconduct or gross negligence. As this provision is mandatory which may not be contracted out through agreement,

any provision that is contrary to Article 222 of the Civil Code is void.

9.1 在相關法律允許的最大範圍內：(一) ES (連同其工作人員、辦公室文員、員工、代表、經理、管理人員、董事、代理人 and 顧問以及所有 ES 合作夥伴和關係企業，下稱“ES 補償方”) 應僅對經證明係由 ES 補償方在執行訂單時的故意或重大過失行為所產生的直接和立即的損害負責，並必須 ES 已經收到客戶在知悉相關請求後六個月內發出之書面通知 (除非法律規定更長的時間，且此等法律規定的期間不得以契約排除)，和 (b) 在所有情況下 (不論是根據契約產生的、侵權、過失、嚴格責任、通過補償或其他方式)，就有關適用本條款和條件的服務，ES 補償方就每次索賠或一系列相關索賠的責任，以及客戶的唯一救濟，應僅限於以下較小者：(一) ES 補償方在執行此訂單時的故意或重大過失行為產生的直接和立即的損失或損害，(二) ES 實際上從客戶收到此訂單的金額的十倍並以新台幣十萬元 (TWD 100,000) 為上限。

9.2 The ES Indemnifying Parties shall not be liable for any indirect, or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.2 ES 補償方不會對客戶或其他第三方產生的任何間接或衍生性損失或損害 (包括但不限於就商業、利潤、信譽、商業機會的損失或類似的損失) 負責。

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

9.3 以下為 ES 接受訂單的一個條件：客戶補償 ES 補償方由於 ES 在本條款和條件下之角色、或由於 ES 依本條款和條件所提供的服務、產品或軟體而招致的任何損失、傷害、索賠和費用，除非 ES 補償方根據本條款和條件必須承擔前開損失、傷害、索賠和費用。藉由下訂單，客戶同意提供前開補償。

#### 10. Repeated Analysis 重複分析

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of any repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

客戶收到結果後三十天內可以提出對測試結果的異議。但是，除非重複分析的結果和第一次的結果不一樣，客戶應負擔重複測試或審查的費用。此外，只有當 ES 在收到客戶異議時仍有足夠的原始樣本量時，重複分析才有可能。否則客戶將需要支付重複分析所產生的所有的費用，包括取樣、運輸、分析和處理費用。

#### 11. Force Majeure 不可抗力

ES cannot be held liable for delays, errors, damages or other

problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations. 因不可預見或超過 ES 能合理控制的事件或環境所導致的延誤、錯誤、損壞或其他問題，或為了符合政府要求、法律及法規所導致的延誤、錯誤、損壞或其他問題，ES 概不負責。

## 12. Confidentiality & Processing of Customer Data 保密和客戶資料處理

12.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.1 ES 有權利以任何方式保存及處理從客戶端收到的個人或商業資料，無論這些資料是從客戶直接獲得或來自第三方。ES 應以合理的商業努力依相關法律保持這些資料的機密性。

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.2 ES 應以合理的商業努力維持所有的分析結果和服務報告的機密性。前開約定不影響 ES 在第 7.2 條所享有之權利，以及 ES 得為證明其就已提供之服務有付款請求權而使用分析結果和服務報告之權利。

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

12.3 分析結果是只為了客戶之使用而準備與提供，在沒有 ES 的書面同意前，不得為了任何目的而洩露給第三方。此外，就 ES 所提供的所有服務和該服務的結果、及 ES 提供之產品成分和軟體，客戶必須保密。沒有 ES 的事前書面同意，分析結果不能被公開揭露或利用。即使 ES 有給前開書面同意，客戶 (a) 仍然應就任何因洩露該結果予第三方、以及因第三方對於該結果之信賴所致之後果負責

(b) 對於 ES 被補償方因前開洩露或前開第三方之信賴所致之任何責任，謹此同意補償 ES 被補償方。

## 13. Disclaimer and Miscellaneous 免責聲明和其他規定

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.1 所有關於檢測服務的方式、品質和時間以及由 ES 提供的結果、設備、產品或軟體的條款、條件和保證（包括任何關於適銷品質或適合特定用途的隱含保證），在法律所允許的最大範圍內被排除。本條款和條件所載 ES 之擔保、義務與責任是 ES 全部的擔保、義務與責任。

13.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

13.2 本條款和條件可隨時由 ES 以書面修改。訂單將適用 ES 接受該訂單之時最新有效版本的本條款和條件。

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.3 如果本條款和條件有任何部分經法院免除、限制或認定為無效、非法或不可執行，本條款和條件之其他部分仍應於最大可能範圍內有效。

13.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

13.4 ES 或客戶未執行本條款和條件之權利不構成放棄此等權利或喪失此等權利。

## 14. Governing Law/ Jurisdiction 適用法律/司法管轄權

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws of the Republic of China ('ROC'). Any disputes arising from these Terms and Conditions shall be finally resolved in courts of Taipei, ROC. (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.

14.1 本條款和條件的解釋、有效性及履行應依中華民國法。因本條款和條件所生任何爭議，應由台北法院管轄（包括涉及多個律師進行辯護或第三方被告的情況下），該法院應具有專屬管轄權。

## 15. Governing language 準據語言

15.1 These Terms and Conditions are made in English and Chinese. If there is any discrepancy between the English version and the Chinese version, the English version shall prevail.

15.1 本條款和條件同時以英文與中文做成。英文版與中文版有不一致時，以英文版為準。