



特瑞堡密封系統股份有限公司(台灣分公司)

Trelleborg Sealing Solutions Taiwan Co. Ltd.

銷售一般條款與條件

Sales General Terms and Conditions

1 範圍

1.1 以下銷售一般條款與條件適用於特瑞堡密封系統股份有限公司台灣分公司(以下簡稱特瑞堡公司)和客戶間所有交易或商業行為。客戶如於本條款外另自備契約、協議書或相類似文件時，非經特瑞堡公司書面確認，於特瑞堡公司不生除本條款外之任何效力。

1.2 客戶應就本銷售一般條款與條件內容、客戶與特瑞堡公司磋商、談判、締約過程與結果等所有內容均應保密。

1 Scope

1.1 The following general sales terms and conditions apply for Trelleborg Sealing Solutions Taiwan Co. Ltd. (hereinafter referred to Trelleborg) and between all Buyer's transactions or business relationship. The Buyer's general terms and any other deviating provisions are expressly ruled out. They will only be accepted as part of a purchase contract if acknowledged by Trelleborg Taiwan in writing. This also applies in cases where, while aware of the Buyer's possibly deviating terms, Trelleborg proceeds with the delivery without reservation.

1.2 It shall be confidential between 2 parties for all content of sales general terms and conditions, negotiation, certain information, data and knowledge which it regards as confidential, secret, valuable and proprietary.

2 報價和訂單

2.1 客戶訂單確認應以特瑞堡公司所發出之銷售確認書為準。非經特瑞堡公司書面所發出之銷售確認書確認前，特瑞堡公司與客戶間並不發生任何法律關係。

2.2 特瑞堡公司所裝箱、運送之內容與數量，均以銷售認確書上所載為準。

2 Quotes and Orders

2.1 Price quotations by Trelleborg are subject to change and shall only be binding if confirmed in writing. In the absence of a formal agreement, a purchase contract exists when a written order acknowledgment is issued.

Before the order acknowledgement is issued, Trelleborg Taiwan and the customers have not any legal relationship.

2.2 The contents of a Trelleborg shipment shall always be based on the written order acknowledgment.

3 價格

3.1 價格以銷售確認書所載之金額為準，並以新台幣為雙方交易之約定貨幣種類，如雙方另行約定為其他法定流通貨幣者，以特瑞堡公司出具銷售確認書為基準。

3.2 如客戶欲與特瑞堡公司交易或進行商業行為之數量低於特瑞堡公司最低交易或進行商業行為之標準者，特瑞堡公司得以特瑞堡公司之最低交易或商業行為數量標準作為雙方契約之價額。

3 Price

3.1 The applicable prices to be confirmed by order acknowledgment, in effect at the time of purchase contract, subject to additional packing and shipping charges, VAT. The currency is NT dollars. If any other currency applicable, it base on order acknowledgement.

3.2 If the quantity ordered is short of the specified minimum-order quantity, Trelleborg shall have the right to charge the applicable minimum-order price provided the Buyer was so advised in advance and has not taken exception.

4 模具和治具

4.1 特瑞堡公司所製作之所有模具、治具、工具或相類似之產品無論是否負擔費用，均屬特瑞堡公司所有之財產，特瑞堡公司將於雙方交易或商業行為完成後之五年內保管因雙方交易或商業行為所製作之模具、治具、工具或相類似之產品、服務，並將之用為將來交易或商業行為之用。

4.2 前項保管時間，特瑞堡公司有權視情況予以增加或縮短。

4 Tools, Moulds and Models

4.1 All tools, moulds, dies and models shall remain the property of Trelleborg regardless of whether or not the Buyer shared the cost of building them. Upon completion of the contract concerned these items shall remain in Trelleborg's possession and, without any obligation for Trelleborg, they shall be stored for duration 5 years, for future purchase contracts.

4.2 A reasonable period to be specified by Trelleborg who has the right to increase or decrease as the tooling life cycles.

5 付款方式

5.1 客戶應於特瑞堡公司開立發票後之三十日內支付全額價格。

5.2 特瑞堡公司在未確實收受價格款項前，所有預定匯款、遠期支票等相類似之給付方式，均被特瑞堡公司視為未清償款項。

5.3 客戶延遲給付價格款項時，應按遲延日數以交易或商業行為之價格按日懲罰百分之一違約金。

5.4 特瑞堡公司不允許客戶以任何理由、方式拖延價格款項。

5 Payment

5.1 The invoices presented by Trelleborg shall be payable within 30 days from date of invoice at net cash.

5.2 Trelleborg does not accept payments from the previous invoiced prices, all scheduled remittances, checks and other similar long-term way of payment. Trelleborg treat is as outstanding payments.

5.3 If Buyer payments are past due, Trelleborg shall have the right, without prejudice to other claims, to charge interest in an amount of 1% above the basic interest rate per day.

5.4 Trelleborg does not allow the customers for any reason delay payment.

6 運輸風險

6.1 產品或物品運輸方式由特瑞堡公司決定，如客戶另有指定運輸方式時，該運輸費用由客戶負擔。

6.2 產品或物品之危險負擔，於特瑞堡公司將產品或物品交付予運輸業者時，即移轉予客戶負擔。

6.3 如客戶要求特瑞堡公司於約定期間外交付產品或物品者，倘特瑞堡公司未能配合時，特瑞堡公司得將產品或物品送交約定交付地點外之其他地點，並於特瑞堡公司將該產品或物品送交其他地點時，該產品或或物品之危險負擔即移轉予客戶承擔。

6 Shipping and Transfer of risk

6.1 Shipping shall take place packed by Trelleborg and, unless specified otherwise by the Buyer, by a mode of transportation selected by Trelleborg. If the customers have specified transportation or packaging, the costs will be paid by the customers.

6.2 At the time the shipment is turned over to the freight carrier, but not later than its dispatch from the Trelleborg warehouse, the risk shall pass to the Buyer

6.3 If delivery is postponed at the Buyer's request, Trelleborg after having unsuccessfully set a reasonable time limit for acceptance of the shipment, shall have the right to route the items to some other destination and to reasonably extend the delivery time for the Buyer.

7 交貨時間，發貨數量，放單

7.1 特瑞堡公司交付貨品或產品時間以銷售確認書所載為準。交付之物品或產品標準以出貨通知單上所載為主。

7.2 非經特瑞堡公司書面確認之交貨日期，特瑞堡公司提出之任何交貨時間僅為預估，對特瑞堡公司不生拘束力。

7.3 特瑞堡公司得於正負百分之十範圍內就客戶所欲交易或進行商業行為之數量為給付之提出，特瑞堡公司所出具之發票以實際交付數量為準。

7.4 客戶未指定交貨日期時，特瑞堡公司得於三個月內催告客戶提出交貨日期。惟客戶所指定之交貨日期不得超過十二個月。

7.5 如客戶未能遵守本一般條款與條件內容，特瑞堡公司得自行處分與客戶有關之任何貨品或產品。

7.6 特瑞堡公司如可確定客戶不願履行本銷售條款內容者，得隨時終止雙方之交易或商業行為，並得要求客戶賠償所受損害。

7 Delivery Times, Quantities Shipped, Release Orders

7.1 The delivery time begins as of the date of the order acknowledgment but not before all details of the order have been fully clarified. The ready-for-dispatch notification shall be the criterion for timely delivery.

7.2 Quoted delivery dates and times shall always be approximate only and shall not be binding on Trelleborg, unless Trelleborg has in writing confirmed a specific delivery date or time as binding.

7.3 Trelleborg reserves the right to supply a quantity larger or smaller than that ordered in any given case as long as the Buyer can be reasonably expected to accept it. Except in extraordinary individual cases, under circumstances to be proved by the Buyer, the overage/shortage shall not exceed a maximum of 10%. Billing shall be based on the quantity actually supplied. Trelleborg shall have the right to make partial deliveries within a range the Buyer can be reasonably expected to accept.

7.4 In the case of release orders without specified run times, production sizes and acceptance dates, Trelleborg shall have the right, within a maximum of three (3) months from the order acknowledgment, to request a binding, specific commitment. A blanket order is not exceeded to twelve (12) months.

7.5 Should the Buyer fail to abide by its acceptance commitment, Trelleborg, without prejudice to other rights, shall be relieved of any intromission restrictions and may sell the products concerned in the open market after so notifying the Buyer.

7.6 In case the customer cannot fulfill the terms and conditions, Trelleborg can determine the buyer's purchase order of transactions or business practices, and may require customers to compensate for loss.

8 延遲和無法履約

8.1 如因可歸責於特瑞堡公司事由而延遲交貨，客戶得以書面請求特瑞堡公司賠償因遲延交貨所造成之損害。客戶同意特瑞堡公司因可歸責於特瑞堡公司之事由，而導致遲延交貨所造成之損害賠償，上限為淨發票金額百分之五。

8.2 客戶僅得於特瑞堡公司無法交付貨物、產品且貨物、產品無法發揮功能情況下方得撤銷契約。

8.3 客戶依前項約定撤銷契約時，應於約定交貨日前或遭第三人提出貨物、產品無法發揮功能之具體原因後四周內為之。

8.4 客戶經第三人提出貨物、產品無法發揮功能之申訴後，如依 8.3 條撤銷契約時，客戶應以書面具體告知特瑞堡公司之產品或物品無法發揮功能之原因。

8.5 客戶未依 8.3 規定期間內或具體告知特瑞堡公司之產品或物品無法發揮功能之原因時，將不得主張 8.2 條之利益。

8 Delay and Inability

8.1 Should Trelleborg delay the required delivery through slight negligence, the Buyer shall be entitled to an indemnity claim, but not cumulatively totalling more than a maximum of 5% of the net invoice amount for the delayed shipment of products which because of the delay could not be put in operation. The Buyer shall have the right to provide proof of a greater loss caused by the delay, Trelleborg in turn may prove a smaller loss.

8.2 Notwithstanding the Buyer's right of withdrawal in the event of deficiencies, the Buyer may withdraw from the contract for Trelleborg's inability to deliver, or delayed delivery, only in a case of breach of duty on the part of Trelleborg.

8.3 As a precondition for withdrawal or indemnification in lieu of performance the Buyer must have given Trelleborg, in writing, a reasonable grace period of at least four (4) weeks, for making the contractually stipulated delivery, explicitly stating that non-performance during that grace period will result in the withdrawal from the contract and/or a claim for damages.

8.4 Upon expiration of the grace period the Buyer shall be required, upon request by Trelleborg, to state whether he still insists on the delivery or whether he will lodge a claim for indemnification or withdraw from the contract.

8.5 Should the Buyer fail to provide such a statement within a reasonable time limit set by Trelleborg, the Buyer shall forfeit the right to reject the delivery or to withdraw from the contract or to lodge a claim for indemnification in lieu of the delivery and shall only be able to accept the delivery.

9 產品所有權

9.1 客戶不論以何種方式均無法取得特瑞堡公司生產或製造、設計之產品所有權與相關權利。

9.2 客戶有權得於合理且正常範圍內要求特瑞堡公司修改產品或物品，但不得額外增加特瑞堡公司任何義務。

9.3 客戶了解所取得之產品或物品可能來自不同單位，如客戶欲修改產品或物品之內容時，特瑞堡公司得要求客戶依最終產品或物品修改後之發票金額比例共同負擔費用。

9.4 如客戶依法取得新產品或物品之所有權者，客戶應立即讓與該新產品或物品之智慧財產權與相關權利，並應使特瑞堡公司得與客戶共同取得新產品或物品之所有與智慧財產權或相關權利，且同意特瑞堡公司就新產品或物品開發階段均無須負擔任何成本、費用或稅金。

9.5 如客戶出售與特瑞堡公司共同擁有的產品、物品或項目時，客戶應立即放棄該產品或物品、項目所取得之任何利益，客戶應連同該產品、物品或項目之所有附屬權利、產品、物品或項目之價金一併交付予特瑞堡公司。

9.6 客戶未依本一般條款與條件履行相關義務時，特瑞堡公司得收回以交付予客戶之產品、物品並終止兩造間之交易或商業行為。客戶於特瑞堡公司終止雙方之交易或商業行為情況下，亦無法取得產品、物品之專利權。

9.7 在適當條件且合理的商業行為前提下，客戶得轉售、授權或其他對價關係方式處分特瑞堡公司所交付的產品或物品。除此之外客戶並不得將產品或物品用於任何用途。

9 Reservation of Proprietary Rights

9.1 Until Trelleborg has received full payment of all amounts due it as of the completion date of the contract, all products delivered shall remain the property of Trelleborg regardless of the legal consideration.

9.2 The Buyer shall have the right to modify and process the products delivered within the scope of its regular business operation. The Buyer shall perform for Trelleborg such modification and processing of the products delivered without any obligations arising to Trelleborg.

9.3 Should the Buyer sell the delivered product or the item co-owned according to article 9.2, by itself or together with materials not supplied by Trelleborg, the Buyer shall from the start relinquish to Trelleborg the receivables generated by the resale, along with all subsidiary rights, in the amount corresponding to the value of the products delivered. Trelleborg shall accept the relinquishment. If the resale product is co-owned by Trelleborg, the relinquishment of the receivables shall reflect the amount that corresponds to the share of Trelleborg's co-ownership in the resale product. Trelleborg irrevocably authorises the Buyer to collect the receivables relinquished to

Trelleborg. Should the Buyer default on his liabilities to Trelleborg, the Buyer shall disclose to Trelleborg the identity of all debtors owing the relinquished receivables. In addition, the Buyer shall inform the debtors of the relinquishment. In this case, Trelleborg shall on its part have the right to disclose the relinquishment to the debtors and to make use of its collection privilege.

9.4 Should the Buyer not act in accordance with the contract and especially if he is in arrears with his payments or neglects his duty to properly treat the products delivered, Trelleborg shall have the right to retrieve such products and to withdraw from the contract after prior monition and setting a time limit. In that case the Buyer shall be required to surrender the products. Neither the invocation of its reservation of proprietary rights nor the distraintment of the delivered products by Trelleborg shall constitute a withdrawal from the contract unless specifically so stated by Trelleborg.

9.5 The Buyer shall have the right and authority to resell the delivered products only in the form of a standard, proper business transaction and conditional on the actual transfer to Trelleborg of the receivables, relinquished per article 9.3 above. The Buyer shall not have the right to use the delivered products for any other purposes including, in particular, bailment or security transfer of title.

9.6 The Buyer shall immediately inform Trelleborg of any execution measures levied by third parties that affect the products under the reservation of proprietary rights or the receivables relinquished to Trelleborg, turning over all documents needed for filing an objection.

9.7 The Buyer residing abroad shall take every action required by law or other provisions and necessary to ensure the validity of Trelleborg's reservation of proprietary rights as stipulated in these Sales and Delivery Conditions, in the country of destination of the delivery.

10 保證與索賠

10.1 產品或物品之品質與施作標準，均以特瑞堡公司所提供樣品為標準。任何技術標準僅作為性能描述之參考，不得用以產品或物品品質或性能之保證。

10.2 客戶收受產品或物品後於可立即辨識瑕疵之情況下，客戶應於收受產品或物品後之七個工作天內，以書面並明確表示瑕疵內容之方式，通知特瑞堡公司。如為該瑕疵為無法立即辨識者，客戶須連同該產品或物品及標籤於七個工作天內送回特瑞堡公司。

10.3 客戶不得於使用產品或物品後向特瑞堡公司主張該產品或物品存有任何瑕疵。

10.4 除在特瑞堡公司接受交易或商業行為時向客戶保證產品或物品無任何缺失外，客戶不得因特瑞堡公司交付之產品或物品部分存有瑕疵而將整批產品或物品予以退回。

10.5 如客戶向特瑞堡公司所主張之瑕疵經特瑞堡公司判定為有理由時，客戶應接受特瑞堡公司所提出之替代方案(如矯正、修復、換貨等)。

10.6 客戶得收受貨物或物品兩年內要求特瑞堡公司更換、修理產品或物品，惟費用由客戶負擔。

10.7 客戶明確知悉於發現產品或物品存有瑕疵時應立即、無隱藏以書面方式告知特瑞堡公司產品或物品所生之瑕疵。如未能立即、無隱藏以書面方式告知產品或物品瑕疵者，客戶願意喪失任何對特瑞堡公司之損害賠償請求權。

10.8 客戶證明特瑞堡公司之產品或物品瑕疵之期間，於保固期內為六個月；轉賣予第三者時為三個月。

10.9 客戶得請求特瑞堡公司更換或修理產品、物品之期間為收受該產品或物品後三個月。

10.10 特瑞堡公司無論在何種情況下，均無召回產品、物品之可能。

10 Warranty Claims

10.1 The criterion for the quality and execution of the products is determined by the samples provided by Trelleborg to the Buyer upon request. Any reference to technical standards only serves as a performance description and is not to be interpreted as a warranty of product quality, nor do public statements or advertising constitute a contractual assurance of product quality.

10.2 Complaints about visible defects can only be addressed if they are reported promptly, i.e. within not more than 7 work days after receipt of the shipment, complaints about hidden defects only if they are reported, in writing, without delay, i.e. within not more than 7 work days after they have been detected.. The label accompanying the product concerned must be returned to Trelleborg.

10.3 Unauthorised rework and improper handling shall void any warranty claims. The Buyer shall have the right, subject to prior concurrence with Trelleborg, to make improvements only to prevent disproportionately extensive damage.

10.4 Defects in part of the shipment cannot justify rejection of the total shipment.

10.5 In cases of justified complaints Trelleborg shall have the option of either correcting the defect (repair) or to supply a replacement.

10.6 Trelleborg accepts customer requirements to have parts replaced, repaired in end users, but the burden will be customer's expense.

10.7 Accordingly, the Buyer shall immediately and comprehensively inform Trelleborg of any deficiency report received from its end-user with regard to the delivered products. If the Buyer fails to comply with that obligation, he shall not be entitled to any warranty claims against Trelleborg nor to any cost reimbursement claims.

10.8 Customer claims Trelleborg products of defects for a period of six (6) months in the warranty period, if resell to third parties for a period of three (3) months.

10.9 With regard to any replacement shipments and attempted repairs the statute of limitations shall be three (3) months from the date of delivery.

10.10 Trelleborg in any case, there was no recall of the articles for functionality of customers' equipment.

11 賠償

11.1 無論是否有任何法律考慮，只有在特瑞堡，其法律代表或代理人在合同談判中確定的故意或嚴重疏忽違反合同或違反職責的情況下，買方才能提出損害賠償要求。

11.2 在違反主要合同義務的情況下，特瑞堡還應對輕微疏忽承擔責任，但對於客戶在簽訂本銷售一般條款與條件時，特瑞堡公司均明確告知客戶可能的損害，對典型和可預測的損害，特瑞堡對賠償範圍是有限的。

11.3 除本銷售一般條款與條件另有規定外，應當排除買方提出的任何性質的賠償要求，包括支出報銷索賠和生產停工等間接損失。這尤其適用於基於建設性合同違反義務和侵權行為的索賠。在特瑞堡使用代理人服務的情況下，此免責聲明也適用。

11.4 如果在簽訂合同時買方沒有完全通知特瑞堡最終使用所提供的產品，特瑞堡可以要求買方取銷對特瑞堡所負責任法規定所產生的費用。除非買方能夠證明他在簽訂合同之前，對此損失不必負責並且無遺漏信息。特瑞堡公司對客戶之賠償範圍並不包含間接損失。

11.5 除本銷售通用條款另有規定外，特瑞堡公司對以下事項不負責任（1）利益損失、產量損失、無法使用、營收損失、無法使用資產、喪失締約機會以及純粹經濟上損失；及（2）任何未列在第（1）款的間接、附隨、特別或後續的損失。

11.6 特瑞堡公司因銷售契約所生，或與之相關的責任（無論發生之原因為何），包括但不限於契約責任、侵權行為責任（包括但不限於因過失所生者）、違反法定義務、回復原狀或其他責任，均應以買方依銷售契約/訂單所支付的金額為限。儘管有前述規定，銷售契約中不得含有以下對於特瑞堡公司之責任的免責或責任限制約定：於因特瑞堡公司之過失所致人員死亡或受傷之責任、因詐欺之虛偽陳述所生之責任或法律不允許之免責或責任限制。

11 Indemnification

11.1 Regardless of any legal considerations, the Buyer can file a claim for damages only if these are the result of an intentional or grossly negligent breach of contract or violation of duties, established in contract negotiations, by Trelleborg, its legal representatives or vicarious agents.

11.2 In a case of violation of major contractual obligations, Trelleborg shall also be liable for slight negligence, limited, however, to indemnity for typical and predictable damages within the Buyer's potential general damages recognisable for Trelleborg at the time the contract was signed.

11.3 Except as stipulated otherwise in these provisions, any indemnity claims of any nature by the Buyer, including claims for expenditure reimbursement and indirect losses such as production stoppages, shall be ruled out. This applies in particular to claims based on any breach of duty under the constructive contract and to tort. This disclaimer shall also be valid in cases where Trelleborg has employed the services of vicarious agents.

11.4 Trelleborg can demand from the Buyer reimbursement for the costs incurred under the provisions of the liability act invoked against Trelleborg if at the time the contract was signed the Buyer did not, or did not fully, inform Trelleborg of the ultimate use of the products supplied by Trelleborg and such omission was the cause of the loss sustained, unless the Buyer can prove that he is not responsible for the loss and omitted information.

11.5 Notwithstanding anything to the contrary set forth elsewhere herein Trelleborg shall not be liable for any (i) loss of profit, loss of production, loss of use, loss of revenues, loss of use of assets, loss of contracts and pure economic losses, and (ii) any indirect, incidental, special or consequential loss of any kind that is not included in (i).

11.6 Trelleborg's total aggregate liability howsoever arising, including without limitation in contract, tort (including, without limitation, negligence), breach of statutory duty, restitution or otherwise, arising out of, in connection with or in relation to the contract shall be limited to the amount paid by the Buyer under the contract/purchase order. Notwithstanding the foregoing, nothing in the contract shall operate so as to exclude or limit the liability of Trelleborg for death or personal injury caused by Trelleborg's negligence, for fraudulent misrepresentation or to the extent such exclusion or limitation is not permitted by law.

12 安裝建議

12.1 特瑞堡公司對於安裝和材料建議，是基於買方規定的參數和個別條件，都需要在買方的操作中進行實際測試。鑑於特瑞堡產品的許多不同可能的應用，材料之性質和條件於安裝部分誠實建議客戶，特瑞堡無法保證在每種情況下皆妥適正確，除非特瑞堡以書面形式保證。

12.2 特瑞堡公司之安裝建議為特瑞堡公司所有之智慧財產權，客戶應擔保不可洩露予第三人。

12 Installation Recommendations

12.1 Trelleborg's recommendations for installation and materials are based on the parameters and individual conditions specified by the Buyer. Their application will in any event require practical tests in the Buyer's operation. In view of the many different possible applications of Trelleborg products Trelleborg cannot vouch for the correctness of its recommendations in each case except as may be guaranteed by Trelleborg in writing.

12.2 Installation recommendations are the intellectual property of Trelleborg and are not to be divulged to third parties.

13 準據法律與爭議發生處理

13.1 雙方因本銷售條款生有爭議時，應依法令及契約規定，考量公共利益及公平合理，本誠信和諧，盡力協調解決之。

13.2 如未能達成協議者，雙方同意以仲裁程序處理雙方糾紛。

13.3 本一般條款與條件以中華民國仲裁法為準據法。

13 Law governing and under dispute

13.1 The two parties should be made according to the law and the provisions of the contract, taking into consideration the public interests, mutual benefits, fair and reasonable, try to coordinate solutions.

13.2 legal arbitration procedure under public law shall be dealt when dispute with buyer.

13.3 The above sales terms and conditions is governed by the Arbitration Laws of the Taiwan, Republic of China.