

Terms and Conditions of Sale of Festo Co., Ltd./ 飛斯妥股份有限公司銷售條款與條件

1. General/總則

- 1.1 All deliveries and services from Festo Co., Ltd. (hereinafter referred to as “Festo”), including the sale of software, are subject to the following terms and conditions of sale. Any conditions in any order given by any customer which are inconsistent with these conditions are expressly revoked. Such conditions shall not be legally binding for Festo unless they have been agreed to in writing by Festo.
飛斯妥股份有限公司(以下簡稱“Festo”)提供的所有交付物與服務(包括軟件銷售)均以下列銷售條款與條件為準。若任何客戶提交的任何訂單中包含與本處內容不一致的條款,該條款將被明確撤銷。除非上述訂單中的條款獲得 Festo 的書面同意,否則不對 Festo 享有法定約束力。
- 1.2 The use of Festo software and customised software is subject to separate software user conditions.
使用 Festo 軟件與定制軟件的行為還應接受另行規定的軟件使用者條款的約束。
- 1.3 The placing of an order or acceptance of goods delivered by Festo shall constitute the customer’s agreement to Festo’s conditions.
客戶下達訂單或接受 Festo 交付的貨物即代表客戶認可 Festo 的條款。

2. Quotation and delivery/報價與交貨

- 2.1 All quotations unless limited in time (e.g. the quotation of CS project) are subject to confirmation; Festo’s written order confirmations shall form the basis of the contract and the definitive factor for the scope of the delivery. This also applies if the customer has requested a specific tender. Orders given by the customer are binding for the customer and shall be deemed to have been accepted upon presentation of the order confirmation by Festo. This shall be deemed to have been presented in due time in the case of catalogue components if presented together with the issued invoice and the delivery. In the case of quotations with a time limit and a time stated for acceptance, the quotation shall not be binding, if an order confirmation is not submitted in time. Festo reserves the right to vary the design and make changes to technical data and performance characteristics insofar as these are for the purpose of technical progress. Festo will announce any such changes, and any product discontinuations, with an appropriate period of notice in its pneumatics catalogue on the Festo website (www.festo.com).
所有的報價須經確認才有效,除非報價帶有時限(如 CS 物料的報價); Festo 的訂單確認書構成合約依據以及交貨範圍的確定因素。在客戶要求進行特定投標的情況中,上述規定亦適用。客戶下達的訂單對客戶享有約束力,在 Festo 提交訂單確認書後,視作訂單已被 Festo 接受。在訂購產品目錄內元件的情況中,若 Festo 連同所開具的發票以及貨物一併提交訂單確認書,也應視作 Festo 按時提交訂單確認書。在報價附帶時限和接受期限的情況中,若 Festo 未按時提交訂單確認書,該報價不具約束力。Festo 保留出於技術進步的目的變更設計並對技術資料和性能特性進行修改的權利。Festo 將提前一段適當的時間在 Festo 網站(www.festo.com)上的氣動產品目錄下公告任何上述改動以及產品停產情況。
- 2.2 Any documentation submitted with the request for tender or an order, such as drawings, specifications, material, samples, tools, models or similar and made available to Festo, shall remain the property of the customer. These are binding for the preparation and issue of the Festo quotation. Any subsequent variations relating to the initial request for tender and the Festo quotation must be specified in writing when ordering.
連同招標書或訂單提交的任何文檔(例如提交給 Festo 的圖紙、規格、材料、樣品、工具或類似物品)仍歸客戶所有。Festo 在編制和出具報價單時,必須以上述文檔為準。若之後須對招標書以及 Festo 的報價單進行改動,必須在下達訂單時以書面方式注明改動內容。
- 2.3 Any documentation added by Festo to a quotation in a manner similar to that mentioned above shall remain the property of Festo. The customer undertakes not to use this documentation for the purpose of any other contracts or to reproduce or make it available to third parties.
Festo 以上述方式的類似方式添加入報價單的任何文檔均屬於 Festo 的財產。客戶承諾不會將上述文檔用於任何其他合約或將其複製或提供給第三方。
- 2.4 Any apparent mistakes, printing, computational, spelling or calculation errors shall not be binding for Festo and do not give the customer the right to claim for damages.
任何明顯失誤、印刷錯誤、計算錯誤、拼寫錯誤或核算錯誤不對 Festo 享有約束力,亦不得致使客戶有權要求索賠。

- 2.5 Insofar as Festo have documentation (e.g. manuals) for particular products, this will be available to customers as a free-of-charge download from the Festo website (www.festo.com). Printed versions of this documentation can be provided for customers to separate order and for an additional charge.
若 Festo 為特定產品配有相關文檔（例如使用手冊），客戶可通過 Festo 的網站(www.festo.com) 免費下載上述文檔。若客戶另有要求，Festo 可在額外收費的基礎上向客戶提供上述文檔的印刷件。

3. Prices and payment/價格與支付

- 3.1 Prices apply based on the order confirmation. If the prices on the order do not include business tax, the business tax shall be included in the invoices.
價格以 Festo 訂單確認書上的價格為準。價格中如不含營業稅，開發票時應將該營業稅計入開票金額。
- 3.2 The despatch and packaging costs shall be met by the customer. Festo reserves the right to implement price changes if the basis for Festo's calculations has been altered.
配送與包裝成本由客戶方承擔。若計價依據發生變化，Festo 保留更改價格的權利。
- 3.3 The invoice amount consists of contract price and business tax.
發票金額應包含貨物金額和營業稅金額。
- 3.4 If the period of payment has been exceeded, Festo has the right to claim the damages caused by delayed performance.
若逾期付款，Festo 得請求因逾期所生損害之賠償。
- 3.5 Assembly and repair costs and product information costs are payable net.
組裝費、維修費以及產品資訊費按照淨金額支付。

4. Delivery period/交貨期

- 4.1 The date specified in the order confirmation is binding only if all the technical and commercial details have been clarified by that time. The customer undertakes to provide the materials essential for the order to be executed on time. The delivery date is deemed to have been adhered to, if the object of delivery has left the Festo works by the said date or if the customer has been advised of its readiness for shipment.
訂單確認書中規定的交貨日期僅在所有技術細節與商業細節均在交貨日期之前得以明確的前提下享有約束力。客戶承諾提供一切必要的材料，以便在交貨日期前履行訂單。若交付物在上述日期之前離開 Festo 的工廠或 Festo 告知客戶其已做好發貨準備，則應視作上述發貨日期得以執行。
- 4.2 Partial and early deliveries by Festo are permissible.
Festo 有權分批交貨或提前交貨。
- 4.3 The delivery delay increases proportionately in the event of difficulties attributable to vis major. This includes actions as part of industrial disputes, in particular strikes and lockouts. It also applies in the event of unforeseen difficulties or circumstances arising with subcontractors.
交貨會因為不可抗力的困難程度而相應延遲。不可抗力包括勞資糾紛的相關活動，尤其包括罷工與停工。不可抗力還包括分包商所導致的不可預見的困難或情況。
- 4.4 Moreover, Festo will not be responsible in the above described circumstances, if these occur during an already existing delay.
而且，若在 Festo 延期交貨期間發生上述不可抗力，Festo 無須對此承擔責任。
- 4.5 If despatch is delayed at the request of the customer, Festo shall after a reasonable period of time be entitled to dispose otherwise of the delivery item or to supply the customer to a correspondingly extended time limit and to charge the customer storage costs.
若按照客戶的要求延遲發貨，Festo 有權在一段合理的期限後另行處置交付物，或在一段相應延長的期限後向客戶交貨，並向客戶收取倉儲費用。

5. Acceptance/接受

Customer shall inspect the type, quantity, package, surface quality, specification, etc. within 24 hours after the goods arrive the place agreed by both parties according to the provisions of the contract and

order, and accept the goods. If customer doesn't file a claim or fails to accept the goods within the specified time, it shall be deemed to have accepted the goods.

在貨抵雙方約定交貨地點 24 小時內，客戶應按照合約及訂單確認書的規定對貨物型號、數量、包裝、外觀、規格等方面進行驗收並接受該貨物。如客戶未提出任何異議也未按時簽收的，將視為已接受貨物。

6. Passage of risk/風險轉移

6.1 All deliveries shall be effected at the risk of the customer. Partial and early deliveries shall also be at the risk of the customer upon despatch or upon communication of readiness for shipment. This also applies if the consignment is transported by Festo and even if Festo uses its own vehicles and effects the installation.

所有交貨工作的風險由客戶承擔。分批或提前交付的貨物的風險在發貨後或 Festo 向客戶提交發貨就緒通知後轉移至客戶。此規定亦適用於 Festo 負責承運的貨物（即使 Festo 使用自有車輛運貨，且自行負責安裝）。

6.2 At the request of the customer, Festo shall arrange at the customer's expense insurance of the consignment against theft, breakage, transport, fire and water damage and any other insurable risks.

經客戶要求，Festo 應安排為貨物投保涵蓋盜竊、破損、運輸、火災與水漬損失以及任何其他可保風險的保險，保險費用由客戶承擔。

7. Retention of ownership/所有權保留

7.1 The goods supplied shall remain the property of Festo until all debts owed by the customer are settled in full including any balances existing from the business relationship with the customer irrespective of statutory source. The enforcement of Festo's right to retain ownership should not be regarded as a withdrawal from contract. On the contrary, it ensures Festo's rights from the contract of sale in addition to Festo's entitlement to the return of Festo's property, in particular to the reimbursement of damages and lost profits.

在客戶全額結清所欠貨款（包括客戶在與 Festo 建立業務關係之前欠下的任何餘款，不論其源自何等法定來源）之前，所供貨物的所有權仍歸 Festo 所有。Festo 執行上述保留貨物所有權的行為不得被視作 Festo 退出合約。相反地，上述行為應作為 Festo 在銷售合約項下享有的各項權利的保障並且也是對財產收回權的一種補充，當然也包括獲得損害賠償和利潤損失賠償的權利。

7.2 Notwithstanding the provisions of the preceding paragraph, the ownership of the changed and returned goods shall automatically be transferred to Festo from customer regardless of the cause.

儘管有前款規定，不論何種原因而導致退貨或換貨時，退換產品的所有權于該合約解除時即自動從客戶處轉移至 Festo。

7.3 All relevant Intellectual Property rights related to the goods shall still be owned by the licensor after the ownership of the goods has been transferred to the customer.

在產品的所有權轉移至客戶後，有關產品的一切智慧財產權仍應屬於有關許可人。

7.4 In the event of the customer not conforming to the contract, in particular in the case of a delay in payment, the total balance due shall become payable immediately. In such cases, Festo has the right to recover possession of the goods following a demand for payment and to collect these from the customer's premises. In such an event, the customer shall not have any right to ownership.

若客戶不遵守合約規定（尤其是客戶延期付款），剩餘的貨物餘款將立即到期應付。在上述情況中，Festo 有權在向客戶提交付款要求書後前往客戶現場收回貨物。此時，客戶不享有貨物的任何所有權。

8. Use of software/軟件使用

8.1 In return for remuneration, the customer shall receive non-exclusive, non-transferrable and perpetual utilisation rights for Festo software of all kinds and any associated documentation. This software may be used on one hardware product or in some cases a specially agreed hardware product. Festo shall remain the owner of copyrights and all other industrial property rights. No part of this software must be duplicated other than for the purpose of data backup. Copyright notices must not be removed.

作為客戶支付報酬的回報，客戶應獲得使用 Festo 各類型軟件及其相關資料的非專屬、不可轉讓且永久性權利。客戶有權在任一硬體產品或（在某些情況中）雙方明確約定的某一硬體產品上使用上述軟件。Festo 仍應享有上述軟件的版權以及其他一切智慧財產權。客戶不得出於資料備份之外的其他目的複製上述軟件的任何部分。客戶不得刪除軟件中的版權公告。

- 8.2 Festo will supply installation and commissioning instructions containing relevant safety instructions for its software in printed form. All other documentation will be supplied only in digital form with on-line help. When new software releases are supplied, these will also be sent in digital form.

Festo 應針對其軟件提供印刷版的安裝與調試說明（其中應包含相關的安全說明）。其他資料僅將通過電子形式提供，並附線上說明。若提供有新版軟件，上述資料也將通過電子形式發送。

- 8.3 The transfer of software to third parties requires the permission of Festo. If the software is provided for the purpose of resale, the third party must agree to these conditions. Modifications are not permissible. 將軟件轉讓給第三方之前，須獲得 Festo 的批准。若所提供的軟件用於轉售，相關第三方必須同意本處規定。不允許對軟件進行更改。

- 8.4 In the event of a violation of these conditions, the purchaser shall pay a contractual penalty amounting to ten times the order value. This contractual penalty shall not be set off against any potential claims for compensation. The software and associated documentation must be returned immediately on request.

若違反本銷售條款，客戶應支付相當於十倍訂單金額的違約金。一經要求，客戶應立即歸還軟件及其相關資料。

- 8.5 The conditions described above do not apply to exclusive customer-specific software developed on the basis of specifications provided by the customer. This software is developed and customised by Festo as part of a contractually produced complete control system making use of modular software modules (standard software modules) from Festo suitable for a wide range of applications and adapted to the contractual performance requirements. Clause 2 of these conditions does not apply to customised training software. Upon full payment of the purchase price of the customised application program Festo shall transfer the exclusive, spatially unlimited and perpetual rights of utilisation to the customer, without the customer having any lawful entitlement to the individual basic standard software modules forming the basis of the customised version. Festo has the right, irrespective of these conditions, to create and offer similar software solutions customised for applications required by other customers. Festo shall retain basic utilisation rights for internal purposes.

上述條款不適用於根據客戶提供的技術參數專門為客戶開發的專屬軟件。此類軟件由 Festo 作為按合約制造的全套控制系統的其中部分開發與定制，上述控制系統使用有來自 Festo 方面適用於一系列應用程式並按照合約性能要求進行改制的模組化軟件模組（標準軟件模組）。銷售條款第 2 條不適用於定制的訓練軟件。在客戶全額付清定制應用程式的採購價款後，Festo 應將軟件的專屬、無空間限制且永久性的使用權轉讓給客戶，但客戶不享有組成定製版軟件的各個基礎標準軟件模組的任何權利。儘管本處另有規定，Festo 有權為其他客戶要求提供的應用程式定制並提供類似的軟件解決方案。Festo 保留將定制軟件用於內部用途的基礎使用權。

9. Returned goods/退貨

No returns for goods will be allowed without Festo's prior written acceptance. Only unused active items, non obsolete in current demand will be considered by Festo for return for goods. Only request raise within 30 calendar days from shipment date will be considered by Festo for return for goods. Products, installations, systems that were designed and developed according to customer specifications are not returnable for goods. Credit will be based upon prices of products in effect at time of return or time of invoicing. However, the company reserves the right to impose a minimum value on returned goods which is subject to handling, re-inspection and any additional expense incurred in restoring goods to saleable condition, as determined by Festo's inspection and including all shipping charges incurred in the return.

除非經 Festo 事前書面許可，客戶不得退貨。Festo 僅考慮退回未使用的、符合當前市場需求的可用商品。Festo 僅考慮接受發貨日期後 30 日內提出的退貨申請。根據客戶要求設計並開發的產品、裝置和系統不可退貨。退貨金額以退貨時或發票日期上現行的產品價格為準。但是，Festo 保留對退貨商品收取最低手續費、重檢費以及為恢復商品的適合銷售性而產生的任何額外費用，具體由 Festo 的檢驗程式確定，包含退貨的所有運輸費用。

10. Warranty claims/保修申請

Festo warrants its products to be free from defects in materials and workmanship, for a period of 12 months from date of delivery to the customer. Subject to the provisions in Article 14 herein and excluding any further claims, Festo shall be liable for defects of quality and legality of title and warrants as follows:

Festo 保證其產品在向客戶交貨之日後 12 個月內不會出現任何材料缺陷和工藝缺陷。依照本銷售條款與條件第 14 條的規定，Festo 應對貨物的品質缺陷、所有權的合法性及品質擔保負責（但不對任何其他要求負責），具體如下：

10.1 Defects of quality/品質缺陷：

- a) All parts found to be defective as a result of circumstances prior to the transfer of risk shall, at the discretion of Festo, either be repaired or replaced by delivery of a faultless part. Excluded from this warranty shall be parts subject to wear.
因風險轉移之前的情況產生的所有缺陷零件，一經發現，應由 Festo 酌情進行維修或（通過提交無故障的零件）更換。但零件的磨損不享受保修。
- b) Festo shall guarantee that Festo software has been duplicated properly. Festo software is designed to run on hardware products specified by Festo. Warranty claims shall be satisfied by means of a replacement. Unless otherwise agreed in writing, Festo shall not warrant that the software and its data structure are free of defects.
Festo 擔保 Festo 軟件是以適當方式複製的。Festo 軟件被設計用於 Festo 指定的硬體產品。Festo 將通過換貨的方式滿足保修申請。除非協議雙方另有書面約定，Festo 並未擔保軟件及其資料結構不存在任何缺陷。
- c) In case of customised software, Festo shall warrant compliance with the functions and features stipulated in the specifications, the order acknowledgement, documentation or the work/procedure descriptions worked out together between Festo and the customer. Festo shall not warrant that such programs are free of defects in relation to the use of said programs in all applications intended by the customer, in particular not such applications of which Festo was not aware or did not test at the time of development/acceptance.
若涉及定制軟件，Festo 應擔保定制軟件符合技術參數、訂單確認書、相關資料或 Festo 與客戶制訂的工作/程式說明規定的各項功能與特點。Festo 並未擔保上述程式被用於客戶指定的各項應用程式時不會出現任何缺陷，尤其是 Festo 在開發或驗收時並不知曉的或並未進行測試的應用程式。
- d) The defects shall be notified immediately in writing, however, at the latest within 8 days after receipt of goods.
客戶應立即以書面方式通報所有缺陷，但最晚不遲於收到貨物後 8 日。
- e) If the defect complaint is justified, Festo shall bear of the immediate costs – insofar as the complaint proves to be founded – the cost of the replacement part, shipping thereof as well as reasonable costs related to uninstallation and reinstallation, insofar as such procedure does not result in unreasonable demands made on Festo.
若客戶提交的缺陷投訴有合理理由，Festo 將承擔相關的直接費用 – 前提是該缺陷投訴成立 – 包括替換件的成本、替換件的運輸成本以及合理的卸載與重新安裝費用，前提是上述程式並未導致客戶向 Festo 提出不合理要求。
- f) The customer shall allow Festo time and opportunity to effect the repair or replacement delivery, otherwise Festo shall not be held liable for the ensuing consequences. The customer, with Festo's prior consent, shall have the right to rectify defects itself or have them rectified by a third party in such urgent cases where there is a danger to operational safety and to prevent extensive damage, and to claim reimbursement of necessary costs from Festo. This shall also apply in the cases where Festo is causing undue delay in remedying the defect. Should the customer or a third party carry out unqualified repairs, Festo shall not be held liable for any consequences thereof.
客戶應向 Festo 提供進行維修或換貨的時間和機會，否則 Festo 無須承擔因此產生的後果。若情況緊急，操作安全性存在危險，為防止出現重大損害，在獲得 Festo 的事前許可後，客戶有權自行或委託第三方糾正產品缺陷，並向 Festo 報銷必要成本。此規定亦適用於 Festo 不當拖延缺陷糾正工作的情況。若客戶或某一第三方進行的維修作業不合格，Festo 無須對此產生的任何後果承擔責任。
- g) Other claims shall be determined as stipulated in Article 14 herein.
其他保修申請應按照本銷售條款與條件第 14 條的規定進行裁定。
- h) In addition, Festo shall not be held liable for any damage on foot of the following grounds: unsuitable or improper use or storage, faulty installation by the customer or a third party, unauthorised repair attempts and modifications, natural wear, erroneous or negligent handling, chemical effects and electrical effects etc. outside Festo's power, as well as in case of non-intended

use and non-compliance with Festo's information and details out of Festo's documentation (e.g. user manuals, catalogue sheets), irrespective of the method of such information, in particular in relation to the conditions of use of Festo's products (e.g. lubrication instructions, quality of pressurised air/of other operational requirements, environmental conditions). In addition, the warranty shall be voided if the customer or third parties modify the control/software without Festo's prior consent and without any other justification (Festo's undue delay in remedying defects), even if the error occurs in an unchanged component.

此外，Festo 不對基於以下理由的任何損害承擔責任：客戶或第三方不適宜或不適當地使用、儲存產品或錯誤安裝產品的行為、未經授權的維修及改裝行為、自然磨損、錯誤的或疏忽的操作行為、Festo 能力外的化學效應與電場效應等以及將產品用於非設計用途或不按照 Festo 相關資料（例如使用手冊、產品目錄表）中包含的資訊和詳細說明使用產品的行為（無論上述資訊以何等方式提供），尤其是與 Festo 產品的使用條件相關的資訊（例如潤滑說明、壓縮空氣品質/其他操作要求、環境條件等）。另外，若客戶或第三方在未經 Festo 事前許可且不具備任何其他正當理由（例如 Festo 不當拖延缺陷糾正工作）的情況下擅自改動操縱裝置/軟件，保修服務將無效，即使是某一未經改動的部件發生錯誤。

10.2 Defects of title/權利瑕疵：

- a) If the use of the delivery item infringes other's industrial property rights or copyrights, Festo shall, at its cost, obtain the right to principally enable the customer to continue to use the delivery item or to modify the delivery item in a manner acceptable to the customer so that the copyright infringement no longer exists.

若使用交付物的行為侵犯他人的智慧財產權或版權，Festo 應自費為客戶取得可大體上繼續使用交付物的權利，或按照客戶的要求對交付物進行改造，以消除上述侵權行為。

- b) Should this not be achievable in an economically reasonable manner or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Given the stipulated conditions, Festo also shall have the right to withdraw from the contract.

若無法以經濟合理性的方式或在合理的期限內實現上述工作，客戶有權解除合約。同樣，Festo 也有權解除合約。

- c) In addition, Festo shall indemnify the customer in relation to any non-disputed claim or legally asserted claim raised by the relevant copyright owners.

另外，Festo 應保障客戶免責於相關的版權所有人提出的任何無爭議索賠或依法可主張的索賠。

- d) Subject to Article 14 herein, the above stated obligations of Festo shall be final in relation to cases of infringement of property rights or copyrights. The aforesaid obligations shall be applicable only if the customer advises any property or copyright infringement claims raised immediately to Festo, the customer reasonably supports Festo in the defence of such claims or enables Festo to carry out modifications, Festo has at its disposal all defence actions including out-of-court settlements, the defect of title is not based on an instruction issued by the customer and the infringement is not caused by non-authorized modifications of the delivery item by the customer or non-authorized use of the delivery item by the customer.

依照本銷售條款與條件第 14 條的規定，在侵犯產權或版權的情況中，Festo 的上述義務是最終的。上述義務的適用前提是客戶及時向 Festo 通報第三方提出的任何產權或版權侵權索賠且客戶合理支援 Festo 進行上述索賠的答辯工作或允許 Festo 對產品進行改造；Festo 有權自行處理所有的答辯活動（包括庭外和解）；上述權利瑕疵或侵權行為並非因客戶下達的某一指示產生並且也並非因客戶未經授權改造交付物的行為或未經授權使用交付物的行為造成。

11. Resell/轉售

Unless Festo has given a prior consent in writing, the supplied goods can only be used for the purpose agreed by the parties, and the customer is not allowed to resell the supplied goods, directly or indirectly, to other third parties, including resell the component(s) removed from the goods. If customer violates this provision, Festo has the right to refuse to accept customer's orders, and customer shall indemnify Festo liquidated damages in the amount of 20% of transaction amount in the previous year, namely in the previous 12 months from the date of customer's violation of this provision, or TWD 500,000, whichever is higher. But the aforesaid liquidated damages shall not affect Festo's right of further claims against customer as a result of such violation.

除 Festo 事先書面同意外，客戶從 Festo 採購的貨物僅限用於雙方約定的目的，不得向其他第三方直接或間接轉售（包括將產品的部件拆下轉賣）。如客戶違反本條，Festo 有權拒絕接受該客戶發出的訂購

資訊，並且客戶應向 Festo 支付上一年度（即從 Festo 發現客戶違反本條款之日起的前 12 個月）交易金額的 20%或新台幣 500,000 元（兩者之中以金額較高者為準）作為違約金，但上述違約金的約定不影響 Festo 就此向客戶進一步索賠的權利。

12. Export control/出口限制

12.1 The parties agree that the goods shall be delivered subject to all applicable export controls or restrictions imposed on technology and products by any country or organisation or nation, including the local, United Nations, European Union and United States, which are enforceable in the jurisdiction of Festo. The customer acknowledges that the goods and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls or restrictions.

雙方同意，貨物的交付受限於任何地區或機構或國家（包括當地、聯合國、歐盟和美國）對技術和產品實施的、可在 Festo 所在司法管轄區內強制執行的所有適用的出口管制或限制。客戶確認，貨物及所有相關的技術資訊、文檔和材料均不得違反上述管制或限制而直接或間接進口或出口、再出口、轉運、交易、轉移或轉讓。

12.2 On Festo's request, the customer shall furnish Festo with all relevant certificates relating to export control laws, regulations and restrictions, such as, but not limited to, end-user certificates, in form and content specified by Festo.

一經 Festo 要求，客戶應按 Festo 規定的格式和內容，向 Festo 提供所有與出口管制法律、法規和限制有關的相關證明，例如（但不限於）最終用戶證明。

13. Impossibility of performance, default/無法履約及違約

13.1 The customer may withdraw from the agreement should performance by Festo become impossible before the risk is passed. The customer shall also be entitled to withdraw from the agreement should, in the case of an order for similar goods, execution of part of the delivery become impossible and the customer has a legitimate interest in refusal of a partial delivery. Should this not be the case, the customer may reduce the consideration accordingly.

若 Festo 在風險轉移前喪失履約能力，客戶有權解除合約。若類似商品的訂單無法得以履行、部分貨物的交付無法進行並且客戶有拒絕分批交貨的合法理由，客戶亦可解除合約。若客戶選擇不解除合約，客戶有權享有相應的減價。

13.2 In the event of a delay of performance by Festo as defined by Article 4, where the customer guarantees us a reasonable extension, the customer shall be entitled to withdraw from the agreement, within the scope of the statutory provisions, should the extension not be complied with. Should there be a delay of acceptance through the fault of the customer, the customer shall remain obliged to render a return service.

若 Festo 出現第 4 條規定的延遲履約行為，且未能在客戶向 Festo 授予的合理延期內履約，客戶有權在法律規定的範圍內退出合約。若因客戶過錯而導致收貨或驗收延遲，客戶應承擔驗收合格的後果和責任。

13.3 Should the customer incur damage caused by a delay for which Festo is responsible, the customer shall be entitled to claim liquidated damages for default. This liquidated damages shall amount to, for each full week of the delay and to the exclusion of further claims, 0.5 % and aggregately no more than 3 % of the value of the delayed part of the delivery.

若客戶因歸咎 Festo 的延遲情況蒙受損失，客戶有權提出違約索賠。每延遲一周（不考慮進一步索賠），針對延遲的部分貨物，Festo 應向客戶支付相當於上述遲延貨物部分價值 0.5%的違約金，違約金累計最高不超過該批遲延貨物價值的 3%。

13.4 Further claims as a result of late delivery shall be expressly excluded.

因延遲交貨而提交的進一步索賠在此予以明確排除。

13.5 Customer hereby agrees to fully compensate Festo and hold Festo harmless from any losses, damages, costs, expenses, liabilities or claims arising out of customer's violation of this **Terms and Conditions of Sale of Festo Co., Ltd.**

對於因客戶違反本《飛斯妥股份有限公司銷售條款與條件》而使 Festo 所遭受之任何損失、損害、費用、開銷、債務或索賠，客戶同意就此向 Festo 賠償並保證不使 Festo 遭受損害。

14. Liability/責任

14.1 In any event, and whatever the cause of action, Festo's maximum total liability to the Customer pursuant to and in connection with this Agreement – including the obligation to pay penalties, liquidated damages and regardless of cause, degree of fault, negligence, breach of contract or otherwise – shall be limited to one third (1/3) of the individual order value in respect of which the cause of Festo's liability has arisen.

在任何情形下且不論出於何種訴訟理由，Festo 根據本協議對客戶所負的最高責任總額（包括支付罰金、違約金的義務，且不論起因、過錯程度、過失、違約或其他情況）應限於僅與 Festo 須承擔責任的單筆訂單價款的三分之一（1/3）。

14.2 In no event shall any pursuant to this Agreement Festo be liable to any party for any indirect or other consequential damages including but not limited to, any loss of revenue, loss of profits, loss of anticipated benefits and savings, loss of business interruption, loss of contracts or business opportunities, loss of goodwill, loss or corruption of data, loss of investment and opportunity cost, claims of third parties and all associated and incidental costs and expenses etc.

在任何情況下 Festo 均不對任何依據本協議產生的間接或從屬性損失負責，包括但不限於任何收入損失、利潤損失、預期利益及節省損失、生產或運營中斷損失、合約或商業機會損失、商譽損失、資料丟失或損壞、投資及機會成本損失、第三方申索及所有相關及附帶成本及費用等。

14.3 Festo shall not be liable for defects other than to the delivery item, for whatever legal reasons, only in case of intent, gross negligence of bodies or executives, culpable violation of life, body, health, defects whose presence was not disclosed by Festo or its managerial personnels maliciously or their absence guaranteed by Festo, as well as in case of delivery item defects to the extent as liability is provided under the product liability law for personal injury and property damage in relation to privately used items.

除承擔交付物的缺陷之外，Festo 僅在 Festo 或其管理人員出現蓄意、重大過失或產品存在危害生命、人身或健康的可治罪缺陷且 Festo 惡意隱瞞該缺陷或擔保不存在上述缺陷的情況中承擔責任，前提是上述責任為產品責任法中規定的與該產品使用相關的人身傷害與財產損失責任。

14.4 Any further claims shall be expressly excluded.

任何進一步的索賠在此予以明確排除。

15. Statute of limitation/法定時效

The statute of limitation for any and all claims, no matter what legal reason, shall be consistent with the relevant provisions of the law of R. O. C.

任何索賠（無論基於何等法律原因）的法定時限應以相關的中華民國之法律為準。

16. Confidentiality/保密義務

The customer undertakes to treat all information, know-how and other industrial secrets in connection with the execution of the respective order in strict confidence and not to pass on or make available any information, documents, documentation, drawings, sketches or other papers to third parties without the express permission of Festo. Festo shall also treat all customer documentation in confidence. If customer violates this term, customer shall indemnify

客戶承諾對訂單履行工作涉及的一切資訊、技術訣竅和其他工業機密進行保密，在獲得 Festo 的明確許可之前，客戶不得將任何資訊、單據、資料、圖紙、草圖或其他文檔轉移或提供給任何第三方。Festo 也有義務對客戶的所有資訊進行保密。若客戶違反保密約定，應賠償 Festo 由此遭受之損害。

17. Assignment/轉讓

Neither of the parties may assign its rights or obligations hereunder, in whole or in part, to a third party without the other party's prior written consent.

未經對方事先書面同意，任何一方不得將其於合約項下之全部或部分權利和義務轉讓給第三方。

18. Place of jurisdiction/司法管轄地

The Taipei District Court shall be the competent court of jurisdiction for all disputes arising from the contractual relationship.

因合約關係產生的所有爭議應接受台灣臺北地方法院的司法管轄。

19. Applicable law/適用法律

The law of the Republic of China shall apply to the contractual relationship between Festo and the customer to the exclusion of all bi and/or multilateral agreements concerning the purchase of movables, in particular to the exclusion of the UN agreement relating to contracts regarding the international purchase of goods of 11.04.1980 (CISG).

中華民國法律應適用於 Festo 與客戶之間的合約關係，但所有涉及動產採購交易的雙邊及/或多邊協議不適用於上述合約關係，尤其是 1980 年 4 月 11 日的《聯合國國際貨物銷售公約》（CISG）。

20. Compliance/合規

The Customer warrants that he or she has been informed of the Festo Code of Conduct for Business Partners, which can be downloaded from https://www.festo.com/group/de/repo/assets/pdf/corporate/Festo-Code-of-Conduct-Business-Partners_EN.pdf, and has instructed his or her managers and employees to comply with it. To secure this good conduct the Customer shall undertake any necessary step to avoid any illegal actions, especially to avoid illegal actions which would adversely affect Festo. Therefore within his or her company and/or group the Customer shall take any necessary actions needed to monitor compliance with the Festo Code of Conduct for Business Partners by his or her managers and employees, especially such actions which are essential to avoid corruption or any other criminal acts.

客戶保證已知悉 Festo 《商業夥伴行為準則》，該準則可通過 https://www.festo.com.cn/net/SupportPortal/Files/709185/Code%20of%20Conduct%20Business%20Partners%20CN_FINAL.pdf 下載，並要求公司管理人員和員工遵守該準則。為保證合作順利進行，客戶應採取一切必要措施以避免發生任何非法行為，尤其是對 Festo 造成不利影響的非法行為。因此，客戶應在公司和/或集團內採取一切必要的，尤其是對於避免腐敗或其他犯罪行為至關重要的行動，以監督其管理人員和員工對 Festo 《商業夥伴行為準則》的遵守情況。