

General Conditions for Deliveries and Services

一般產品及服務條款

for Use in Transactions with Business Customers/適用於與商業客戶之交易

May 2017 / 2017 年 05 月

1. General/一般

The quotation is subject to these Conditions only. Any conditions of the Customer which are in conflict with these Conditions are not binding unless they have been confirmed by Rohde & Schwarz Taiwan Ltd. ("RSTW") in writing. The English version shall prevail.

報價單應僅適用本條款。除非經台灣羅德史瓦茲有限公司 ("RSTW") 事先書面確認，任何客戶提出的與本條款存在衝突的契約條款均不具有約束力。條款語言應以英語為準。

2. Prices and Taxes/價格及稅賦

Prices for Deliveries are CIP, Taipei Air Port according to INCOTERMS 2010, ICC Publication Section 715, if not otherwise indicated in the quotation. The prices quoted are net prices in EURO (€), if not otherwise stated in the quotation, and including standard commercial packing. Prices exclude any sales, value added or similar tax and exclude any customs, charges, duties as well as any consular or legalization fees.

倘若報價單上未另行記載，則產品之價格係依照 2010 年版國際貿易條規 (國際商會第 715 號出版物) 規定臺北機場 CIP 價格。倘若報價單上未另行記載，則報價單之價格為淨價，且幣值為歐元，並包含標準商業包裝之費用。價格不包含任何消費稅、加值型營業稅或類似之稅賦，且不含任何關稅、費用、稅費以及任何領務公證或簽證費用。

3. Transfer of Risk / Reservation of Title/風險移轉/所有權保留

The risk shall pass to the Customer in accordance with the agreed Incoterms. Title to the Deliveries is retained by RSTW until full payment.

風險應依據已同意之國際貿易條規移轉予客戶。於本產品之款項全額付清前 RSTW 保留本產品之所有權。

4. Terms of Payment/付款條件

100% down payment by telegraphic transfer (TIT) latest 14 (fourteen) days before delivery according to agreed Incoterms. RSTW shall not be obliged to pay any interest on the down-payment.

100%預付款至遲應於依據已同意之國際貿易條規於交貨前之 14(十四)日，以電匯之方式付清。RSTW 無義務就預付款支付任何利息。

5. Periods of Deliveries/運送期間

Compliance by RSTW with the periods for Deliveries requires that all obligations of the Customer are fulfilled properly and in due time, in particular, that all documents, approvals and releases to be furnished by the Customer are received by RSTW in time, and that such other obligations are satisfied which are required for the Deliveries by RSTW to be carried out properly and in due time. If such requirements are not satisfied in time, the periods shall be extended accordingly, plus a reasonable restart period. If non-compliance with the periods for Deliveries and/or Services is due to force majeure, the periods will be extended accordingly, plus a reasonable restart period. The events of force majeure shall include any sovereign acts, such as, but not limited to, the refusal of a required governmental approval in spite of an application having been properly filed, transport restrictions and restrictions of energy consumption, but also general shortage of raw materials and common supplies as well as other reasons, such as non-delivery or late delivery by suppliers, beyond the control of RSTW. If RSTW is in delay the Customer can claim, from the third week of delay, liquidated damages to the amount of 0.5% for each full week of delay up to a total of 5% of the value of the delayed part of the deliveries. In case the delay exceeds 12 weeks, the Customer has the right to withdraw from the contract. Any further claims due to delayed delivery shall be excluded. If the Customer is in delay with payment, RSTW reserves any rights, including the right to charge interest.

RSTW 遵守交付期限的前提是客戶已經恰當、及時地履行了其所有義務，尤其是確保 RSTW 已及時收到客戶應提供的所有文件、批准和資訊，且客戶適當、適時地完成其於 RSTW 出貨前所必須履行之其他義務。倘若此前提條件未能及時達成，則交付期限應相應延長，並應增加合理的重啟期限。倘若未能遵守交付貨物和/或服務的期限是由於不可抗力因素造成，則交付期限應相應延長，並應增加合理的重啟期限。不可抗力之事件應包含任何主權行為，例如但不限於政府於相關申請已正確提交之情形下仍拒發必要之許可、限制運輸及限制能源消耗，但也包含原物料及通用耗材之一般性短缺及其他原因如供應商不履行或遲延交貨等超出 RSTW 控制範圍之情形。

倘若 RSTW 延遲交付，客戶可從交付延遲的第三整周結束起要求賠償違約金，違約金標準為每延遲一整周延遲交付貨物價值的 0.5%，但違約金總額不超過遲延交付貨物價值的 5%。如果遲延交付超過 12 周，則客戶有權解除本契約。因遲延交付產生的其他任何索賠均被排除。倘若客戶遲延付款，則 RSTW 保留包括要求支付利息的所有權利。

6. Software/軟體

RSTW grants the Customer the non-exclusive right to use the contractual computer programs and associated documentation jointly ("Software") exclusively for the operation of the hardware intended or supplied therefore. The right of use is limited to the agreed period of time; in the absence of such an agreement, the right of use shall be unlimited in time. The Software will solely be provided in machine-readable format (object code) and without source code and source-code documentation. The Customer shall in particular not be entitled to modify, decompile, disassemble or otherwise reverse engineer the Software in whole or in part unless stipulated otherwise by mandatory law. The Software may only be copied for archiving purposes or if it is required for its intended use. The Software and the right to use the Software may not be sublicensed and may only be transferred, leased or lent to a third party together with the according hardware; in such a case the Customer undertakes to impose the above obligations on the third party. RSTW may also deliver third party programs (including, but not limited to open source programs)

to the Customer; in this event the respective third party license terms which will be made available by R&S shall take precedence over this Section 6 as far as the third party programs are concerned.

限於為操作硬體之目的或因提供者，RSTW 授予客戶非排他性權利，即僅以提供該硬體或者使其運行為目的而使用契約項下的電腦程式和相關檔資料（電腦程式和相關檔資料統稱為“軟體”）。如無使用期間之約定，則該使用權應為無限期。軟體將僅以機器得判讀之格式（目的碼）提供，而不提供原始程式碼和原始程式碼檔資料。除法律另有強制規定外，客戶無權對軟體之全部或一部進行修改、反編譯或反彙編及其他方式之反向工程。軟體僅能為了檔案保存目的或為其使用目的所必須進行者而為複製。軟體及使用軟體之權利均不得再授權，且僅能與其所依附之硬體一併移轉、出租或出借予第三人；客戶承諾於此情形下必須使該第三人負有前述義務。RSTW 得提供第三方之程式（包括但不限於開放原始程式碼軟體）予客戶；在此情形下，R&S 將提供該相關第三方授權條款，當有與第三方程式相關者該授權條款將優先於本第 6 條適用。

7. Warranty/保固

RSTW warrants that the Deliveries are free of defects in materials and workmanship and conform to agreed specifications. RSTW shall, at its option and free of charge, remedy any defects within 12 (twelve) months from delivery (the "Warranty Period") if the cause of the defect was present at the time of the transfer of risk. The Customer shall immediately give detailed written notice of any defects to RSTW. RSTW shall not be responsible for defects in case of minor deviations from the agreed specifications, misuse, neglect, accident or abnormal condition of operation or in case of modifications or repair carried out by the Customer or by third parties. Software shall be considered to be defective only if there are reproducible deviations from the specifications. Should RSTW fail to remedy the defect within a reasonable period of time, the Customer can withdraw from the contract or reduce the agreed remuneration. Further claims are excluded.

RSTW 保證交付貨物並無材料和人工方面之瑕疵，並符合約定之規格。於交貨日起 12（十二）個月內（保固期間），就危險移轉時即已存在之瑕疵成因，RSTW 得選擇免費修復之。客戶應立即提供瑕疵之詳細書面通知予 RSTW。RSTW 對於任何與約定規格之微小誤差、不當使用、過失、意外或異常操作條件、或客戶或第三人對產品進行變更或維修所導致之瑕疵不承擔責任。軟體僅於可重複性出現不符規格之偏差時，始視為瑕疵。倘若 RSTW 未能於合理期間內修復瑕疵，客戶得終止契約或要求重新定價。其他任何請求均被排除。

8. Intellectual Property Rights/智慧財產權

The delivery shall be free of defects of title such as third-party industrial property rights and copyrights (hereinafter "Property Rights") in the country of the place of delivery. Within the warranty Period RSTW shall, at its option and cost, either obtain a right to use the delivery items concerned, or modify them to prevent an infringement of Intellectual Property Rights, or replace them. If this is not possible for RSTW under reasonable conditions, the Customer shall have the right to withdraw from the contract or reduce the agreed remuneration. The above obligations of RSTW shall only be in force on condition that: (i) the Customer immediately informs RSTW in writing about any claims asserted by third parties, (ii) the Customer does not acknowledge any infringements, and (iii) the right of RSTW to conduct any defense measures or settlement negotiations shall remain unaffected. Further claims are excluded.

產品於交貨地所在國家應無任何權利之瑕疵，所指權利包括侵害第三人之工業財產權或著作權（以下稱「智慧財產權」）。於保固期間內，RSTW 得決定以其費用取得與產品相關之使用權，或修改產品以避免侵害智慧財產權，或者對其進行更換。如果 RSTW 在合理條件下無法採取上述措施，那麼客戶有權解除契約或減少契約價款。上述 RSTW 之義務應於以下條件均滿足時始生效力：(i) 客戶立即將第三人索賠主張以書面通知 RSTW，(ii) 客戶未承認任何侵權情事；並且 (iii) RSTW 採取任何抗辯措施或以協商解決之權利均未受影響。除此之外，客戶之其他請求均予排除。

9. Liability/責任

RSTW shall be liable without limitation for damage caused with intent, for guarantees given in writing and in case of culpable damage to life, body or health. The liability under the mandatory provisions applicable from time to time shall remain unaffected. Subject to mandatory law the liability of RSTW towards the Customer, no matter on what legal ground, including delay, shall be limited in aggregate to an amount equal to fifteen percent (15%) of the agreed remuneration. RSTW shall not be liable for financial loss or consequential damages, for loss of profit, loss of production, interruption of business, contractual claims of third parties, lost usage, financing expenditure, interest loss and claims under a covering purchase as well as for loss of data, information and programs as a result of a software error. Any further liability of RSTW shall be excluded.

RSTW 之賠償責任於故意、書面做成之擔保、造成生命、人身傷害或健康損害之情形發生時，不得限制之。依據適用法律之強行規定所應負之責任不受影響。在不違反法律強行規定之情形下，包括遲延在內之任何請求權基礎，RSTW 對於客戶之賠償總額以約訂契約價款之百分之十五（15%）為上限。RSTW 對財務損失、間接損害、利潤損失、生產損失、經營中斷、第三方之契約請求、使用利益損失、融資費用、利息損失及替代購買之請求，以及軟體錯誤導致之數據、資料及程式損失，均不負賠償責任。任何其他對於 RSTW 之請求均被排除。

10. Applicable Law / Jurisdiction/準據法/管轄

All contractual relations between the parties shall be governed exclusively by laws of Taiwan. The application of the UN Convention for the International Sales of Goods (CISG) shall be excluded. The courts of Taiwan shall have exclusive jurisdiction.

所有雙方間之契約關係由台灣法律作為準據法排他性地適用。聯合國公約之國際貨物銷售（CISG）應不予適用。台灣之法院享有專屬管轄權。

ROHDE & SCHWARZ TAIWAN LTD.

4F., No.89, Sec. 2, Tiding Blvd., Neihu Dist., Taipei City 11493, Taiwan (R.O.C.)

台灣羅德史瓦茲有限公司 11493 臺北市內湖區堤頂大道二段 89 號 4 樓

IN WITNESS WHEREOF, the Customer has agreed and accepted the Quotation No. _____
as well as the General Conditions for Deliveries and Services as of the day and year below, and the
Quotation No. _____ and the General Conditions for Deliveries and Services shall
be a binding contract.

客戶在此同意於 _____ 年 _____ 月 _____ 日接受報價單 _____ 號及一般
產品及服務條款之規定，並同意報價單 _____ 號及一般產品及服務條款成為具有拘
束力之契約。

CUSTOMER/客戶

Customer Name / 客戶名稱:

Company Address / 公司地址:

Ship-to Address / 交貨地址:

Signature / 簽名:

Date / 日期:

Company Stamp / 公司大小章:
