

條款與條件

訂單標準條款與條件

1) 定義；雙方關係。當用於本訂單(「訂單」)時，下列名詞的意義如下：(i)「買方」是指波士頓科技公司或如本訂單正面所示之其子公司或關係企業之一；(ii)「賣方」是指本訂單正面明定為賣方的個人、合夥、公司或其他機構實體；(iii)「商品」是指：(a)依本訂單提供或將提供給買方的所有物品、材料、產品、組件、供應品、繪圖、設計、原型、模型、資料、文件、商品與其他項目(下稱「有形商品」)；(b)本訂單明定或要求依本訂單提供的所有服務(含設計、交貨安裝、檢查、測試等)(下稱「服務」)；和(c)依本訂單授權或以其他方式傳送給買方的所有軟體程式、應用程式、工具和資料庫(下稱「軟體」)，及所有相關開發、支援和維護服務(下稱「軟體服務」)；以及(iv)「規格」是指本訂單正面及/或買方於發行本訂單當時或之前提供給賣方的書面、繪圖等，提及相關商品的零件編號及版本等級管制繪圖規格，與任何相關法律和規範的所有要求。買方與賣方各自

聲明，其以代表獨立當事人地位，而非以任何第三方之代理人地位行事。

2) 完整合意。本訂單：(i)構成買方對賣方依本訂單所示條款與條件採購商品的要約；(ii)透過賣方的確認或履約接受後，成為有約束力的契約；及(iii)構成雙方間有關訂單主要事項唯一的完整合意，並取代先前有關訂單事項的所有共識、協議、交易與通訊，無論是口頭或書面，但買方與賣方已另行簽署書面文件，且於該文件上明定優先適用該文件條款者，不在此限。除買方授權代表以書面接受外，其他條款或條件及對本訂單修改、變更或增補，對買方皆不生約束力。買方明示拒絕賣方任何時間提示的任何報價單、提

案、發票或類似文件上的任何條款與條件。

3) 交貨。賣方的交付或履行應嚴格遵守本訂單正面明定的日期。如果未於明定時間交付或履行(視情況)商品，買方應可選擇：(i)從別處採購該商品，並向賣方收取因此產生的任何損失；(ii)書面核可一份修改過的交貨時程；及/或(iii)取消本訂單或其任何部分，而不致影響買方的其他權利。關於本訂單因此被取消的任何部分，買方可選擇(若適用)將材料返還給賣方(風險與費用由賣方負擔)，或向賣方收取合理的儲存費用，直到賣方移除該材料為止。超出買方授權的已製造商品或已提供服務，其風險由賣方自負。除買方事前另行書面同意外，提前受領的商品發票，將至買方明定之交貨日時付款。在買方

收受且表示接受商品前，賣方應負擔該商品的任何及所有損失或損害。

4) 轉讓；分包。未經買方事前書面同意，不得轉讓本訂單下賣方權利(包含對到期款項的權利)之全部或部分，亦不允許分包本訂單的任何賣方義務。本訂單所有條款應約束，並為訂單雙方之繼受人與被允許受讓人之利益而存續。賣方應採取所有必要採

取，確保每位賣方員工、代理人和分包商(合稱「賣方代表」)遵守本訂單所有規定，如同此人即賣方一般。在任何情況下，被轉讓的對象應承受買方對賣方得主張之抵銷、補償或其他任何權利要求。

5A) 有形商品之保固。賣方保證所有有形商品：(i)不含工藝、材料及製造上的瑕疵；(ii)符合本訂單之要求，包括規格以及買方已核可此用途時的買方或賣方所提供的樣品；(iii)若賣方負責設計時，不含設計上的瑕疵；(iv)僅包含新材料(除規格另明定不同約定者除外)；且(v)具備可銷售的品質並適用且符合應用於買方的預期用途。賣方應保存製程記錄(含日期、製造方式、使用材料、非排定的中斷或遲延，及影響有形商品品質、形式、適當性、功能及適合度的其他因素)。這些保固：(a)構成買方接受有形商品之前提條件，(b)外加於所有法律賦予(無論明示或默示)的其他所有保固義務之上，及(c)於檢查、接受有形商品和付款後，仍然有效。買方核可有形商品之製造用設計或材料，並不會免除本條規定的賣方保固，且買方拋棄對一個或多個項目的任何規格要求，除買方如此書面聲明外，否則不構成亦拋棄對有形商品其他項目的規格要求。賣方進一步保證與聲明，所採購的所有商品皆不含權利金責任；授權費；機械材料及其他留置權；擔保利益；其他權利負擔；及所有權瑕疵。

5B) 服務與軟體服務之保固。賣方保證：(i)服務與軟體服務將由合格人員以專業方式提供，並且將符合本訂單要求(含規格)；(ii)服務或軟體服務之應交付項目將不會侵害或違反任何第三方的專利、商標、著作權、營業秘密或其他智慧財產權，並且，除於本訂單正面明定者外，將不含任何權利金責任與授權費用；及(iii)服務或軟體服務之履行將不會違反或違背賣方的任何契約義務，包括有關保密、禁止競業或智慧財產權的義務。這些保固於檢查、接受服務或軟體服務之應交付項目和付款後，仍然有效，並且外加於所有法律賦予(無論明示或默示)的其他所有保固義務之上。

5C) 軟體之保固。賣方保證：(i)賣方擁有授予買方權限的所有權利，且其不含所有留置權、權利負擔及其他權利主張；(ii)買方依所提供文件授予對軟體之權限和使用，在現在及將來皆不致侵害或違反任何第三方的專利、商標、著作權、營業秘密或其他智慧財產權，並且，除本訂單正面明定者外，將不含任何權利金責任與授權費用；及(iii)軟體之運行將依據且符合所提供的文件、規格及訂單其他要求。賣方保證軟體之原始碼適用於出於賣方被授權人利益的託管合約。若買方要求，賣方應提供買方有關軟體原始碼託管的資訊，包括託管代理人名稱及買方存取該原始碼的條件與程序。這些保固於買方檢查、接受軟體和付款後，仍然有效，並且外加於所有法律賦予(無論明示或默示)的其他所有保固義務之上。

6) 價格與付款。明訂於本訂單之價格，構成對本訂單商品和被授予權利的完整對價。此等價格：(a)僅在本訂單正面明定可適用的情況下進行價格調整，及(b)除本訂單正面有另行明定外，包含所有適用稅金、費用和對政府機關的其他應付金額。若本訂單正面明定某些稅金、費用和對政府機關的其他應付金額，賣方應立即向買方開立相關發票，買方應付款給賣方，而賣方應立即申報並將其繳納給政府機關。本訂單規定的任何付款或申請折扣期間，應自下列較晚之日期起算，當買方：(i)於買方地址收到賣方對此的正確發票；(ii)收到對此的提單或快遞收據和裝箱單(若適用)；或(iii)驗收該商品(及任何指定文件)符合本訂單所有規格與要求。在任何情況下，買方對賣方皆不負擔任何遲延或違約金或利息。對於買方依本訂單或其他規定可能應付給賣方的任何金額，買方應有權抵扣賣方可能積欠買方的任何金額，無論源自於本訂單或其他規定。接受本訂單，代表賣方保證依本訂單收取的價格，在考量下列因素下，並未高於賣方目前就相同或實質類似商品或服務對其他任何買方的銷售價格：(i)對於有形商品，其品質和交貨要求；(ii)對於服務與軟體服務，其技能等級、經驗和所需培訓；及(iii)對於軟體，其權限性質與非價格條款。若確定收取之價格高於銷售其他任何買方價格時，賣方應立即將超出部分退還給買方，或雙方應再次適時審查本訂單價格的合理性，並重新議價。

7) 開立發票。發票應寄到本訂單正面明定的地址。除本訂單正面另有約定或雙方書面合意外，賣方應就每批出貨分別開立發票，且買方將不會支付部分出貨的帳單。除買方另以書面同意外，在商品出貨前，賣方不應開立發票，並且於收到該商品及正確發票之前，買方將不會付款。發票應至少包含下列資訊：訂單編號、商品描述、根據當地慣例或相關法令通常或法律要求的資訊，且應適用下列各項：(i)每個有形商品的運送路線、包裝數量、序號、項目編號、數量、尺寸與單價；(ii)工時、提供的材料成本(若本訂單正面明定可報銷此等成本)、服務與軟體服務之可報銷費用(若本訂單正面明定可報銷此等費用且經買方事前核可)；及(iii)授權軟體的期限、範圍和性質。未包含此等資訊的發票可能造成買方遲延付款，而此類遲延不會使買方負有任何違約金、利息或額外收費之責。對於賣方報價單、發票或其他通訊中與本訂單條款相牴觸的規定，買方未表示反對者，不應視為買方拋棄應優先適用的本訂單條款與條件。

8) 運輸；包裝。應依據買方提供的規格，或於買方未提供規格時提供其他適合的包裝，來包裝所有有形商品，以便在運輸過程中充分保護有形商品，並確保可執行的最低運費。所有有形商品之運送應依據買方指示，或是在無此類買方指示時，應利用能滿足相關交貨日以及最低運送成本的路線及方式運送。否則，將向賣方收取所發生的多餘運輸成本，或是自買方對賣方的任何應付金額中抵扣。當通常的條款或關稅不含保險時，運送時，應按照貨物的全額售價適當投保，費用由賣方負擔。除買方事前書面許可外，不得收取運費、裝載、包裝、保險、裝箱、倉儲或短程運輸等

費用。所有發票、包裝、提單與裝貨單上應清楚標示買方的訂單編號及符號。訂單的每批貨物皆需要有完整裝貨記錄的裝箱單(含其相關的訂單編號)。發票、提單或快遞收據與裝箱單應於出貨後 24 小時內郵寄寄出。

9) 法規遵循。賣方保證：(i)賣方將遵守所有法律和規範，包括有關奴役、童工、販賣人口、賄賂和產品材料組成；(ii)對於賣方及/或買方遵守相關法律，賣方應按照買方不時提出的要求，提供經主管機關或有權認證之個人認證最新、正確且完整的資訊；及(iii)製造、出售、交貨與供應依訂單銷售和供應之有形商品，與履行服務和軟體服務，各自嚴格遵守所有政府機關的相關法律和規範。本訂單在此透過引用併入按其條款要求應併入此類協議的所有法律和規範。經買方要求，賣方應按照買方可能要求的形式提出一份證明，表明賣方遵守此處的任何或所有法律和規定。在不限制前述規定之前提下，如果賣方在買方場所實施服務或軟體服務，賣方應向買方提出令人信服的證據，證明其遵守所有法律和規範，包括所有薪資稅務或社會安全提撥、失業保險及聯邦或州的勞工賠償。

10) 酬金。賣方保證，賣方未提供或給予，且將不會提供或給予買方的任何員工、代理人或代表人任何酬金，以期保全來自買方的任何業務，或影響此人有關本訂單或與買方的其他任何合約的條款、條件或履行。此項保證的任何違反應視為重大違反買方與賣方間的每份合約。

12A) 有形商品之檢查和核可。買方得選擇在交貨與驗收前及/或後檢查有形商品。付款不構成最終驗收。買方發現有形商品有任何(明顯或潛在)瑕疵或不符合規格或本訂單或法律之保證時，買方應有權：(i)拒絕該有形商品，或若買方已驗收該有形商品，則將其退還給賣方(風險及費用由賣方負擔)，賠償買方產生的所有運費、倉儲、處理及其他費用，並且免除支付其任何購買價格，或是(若已付款)賠償已支付的購買價格；(ii)要求賣方無償補正該瑕疵或不合格情形(除非買方提供書面的換貨訂單，否則不得以買方費用更換被退回的有形商品)；或(iii)取消本訂單。本條規定並不限制買方依法律或本訂單享有的其他任何權利。

12B) 評估與驗收；服務。服務和軟體服務之實施，及源自所有服務和軟體服務的工作成果與應交付項目應經過買方之審查、評估和驗收，且最終付款將不會於最終驗收完成前後為之。如果服務或軟體服務之實施未符合本訂單規格或遵守本訂單或法律之保證，則買方應有權：(i)要求重新實施該服務或軟體服務(費用由賣方負擔)，直到其符合此等規格和保證為止；(ii)與第三方簽約實施服務或軟體服務，以補正或取代該工作成果(費用由賣方負擔)；及/或(iii)取消本訂單。本條規定並不限制買方依法律或本訂單享有的其他任何權利。

12C) 測試與驗收；軟體。軟體應經過買方測試、評估與驗收，且最終付款將不會於最終驗收完成前後為之。如果軟體未符合本訂單、軟體文件規格或遵守本訂單或法律之保證，則買方應有權：(i)要求賣方交付軟體的新副本(費用由賣方負擔)；(ii)要求賣方修復、維修或以其他方式使該軟體按照所聲明與保證的方式實施(費用由賣方負擔)；及/或(iii)

取消本訂單。本條規定並不限制買方依法律或本訂單享有的其他任何權利。

13) 買方之所有權；保密。買方的所有分析、原始碼、資料、報告、研究、技術、技術訣竅、構想、概念、設計、產品、市場、電腦程式、原型、流程、設備、機械、物質組成、營業計畫、營運、技術資訊、繪圖、規格及類似項目，和與買方業務有關或賣方因本訂單相關工作所開發的其他任何知識或資訊(以下合稱「機密資訊」)，應為買方唯一且專屬的財產，賣方應始終對其保密。所有：(i)就本訂單提供給賣方的有形財產(無論是紙本、電子或其他形式)，包括所有樣品(含裝置、組件、原料、工具等)與機密資訊；(ii)就本訂單產出的設備、模型、原型、項目、報告、通訊、設計、資料、分析、原始碼和其他任何資料；及(iii)賣方就本訂單為買方購買之項目(以下合稱「買方財產」)，除另以書面合意外，應為買方唯一且專屬的財產。

賣方僅得將任何機密資訊揭露或透露給賣方組織中為提供商品而需要存取機密資訊之人。賣方應通知此等可存取機密資訊的所有賣方組織人員有關本訂單的賣方義務，以及機密資訊和買方財產為機密且為買方的財產。所有機密資訊和買方財產應視為借給賣方，但僅得使用於為買方提供商品之用。未經買方事前書面同意，賣方不應處分任何此類機密資訊或買方財產。若買方要求、或在任何情況下當賣方完成本訂單義務後，賣方應將機密資訊和買方財產返還給買方。買方應有權隨時進入賣方場所移走買方財產，而不致構成非法侵入或對賣方負有任何形式的損害賠償責任。未經買方事前書面同意，賣方不得以任何方式宣傳、公開或揭露賣方向買方供應或簽約供應商品，或以其他方式使用買方的名稱、圖像或標誌。

賣方應立即向買方揭露因供應本訂單商品所產生或與買方業務、買方財產或機密資訊有任何關係的所有發明、發現和改良物(以下合稱「發明」)。對發明的所有權利應專屬於買方，且為買方的財產，而賣方不得為賣方利益或其他任何個人、公司、合夥或其他機構實體之利益使用、允許使用此等發明。除買方明確要求或買方事前書面同意外，賣方不應以任何方式製作與發明有關或因發明產出的任何書面、報告、出版品等。凡賣方單獨或與他人依本訂單開發且可受著作權保護的工作成果(下稱「工作成果」)，皆受買方明確委託且歸買方單獨所有。就著作權而言，應認為買方是所有工作成果的作者，且擁有所有工作成果的一切權利。如果任何工作成果出於任何原因不視為僱傭作品，賣方在此將該工作成果的所有權利、所有權和利益(含著作權)授予、轉讓和移轉給買方。本條規定於交貨和付款後仍然有效。

14) 賠償。在法律允許的最大範圍內，賣方應以其費用賠償買方及其關係企業和其關係企業的董事、高級職員、員工、代理人、繼承人、受讓人(各稱為「受償方」)，為其辯護，並確保其免於受償方可能因下列事由遭受或發生與之相關的所有權利主張、損失、損害、訴訟、規費、判決、費用和開銷(合稱「索賠」)，包括合理的律師費：(i) 賣方違反本訂單的任何聲明、保證或義務；(ii) 侵害或違反任何第三方專利、著作權、營業秘密、商標或其他智慧財產權；或(iii) 因賣方作為或不作為所導致的任何個人傷害(含死亡)或財產損害，但僅因買方重大過失或故意不當行為所造成的索賠除外。如果對受償方提起任何索賠，買方應在可行的情況下立即通知賣方。未為通知者，僅在賣方因未收到通知而受影響的情況下，始得免除賣方於本訂單的義務。如果核發禁制令、或在前條第(ii)項情況下賣方認為可能會核發時，賣方應根據買方指示：(a) 退還買方為索賠標的之商品已支付的款項；或(b) 立即向買方提供可接受的非侵權替代品。本訂單所述的賠償權利不具排他性，而可與受償方對賣方的其他所有賠償權利併存。本條規定於交貨和付款後仍然有效。

15) 政策；安全與保全。如果買方提供賣方任何買方政策及/或行為準則(合稱「政策/準則」)，則賣方應：(i) 遵守此等政策/準則；(ii) 將該政策/準則之副本提供給將提供商品的任何賣方代表，(iii) 強制此等賣方代表遵守該政策/準則，及(iv) 保存此等賣方代表接受所有此等政策/準則培訓的記錄，並於合理通知賣方的情況下，讓買方審閱與檢查此等記錄。如果為了履行本訂單之要求，賣方或任何賣方代表需要進入買方場所，此等賣方代表應遵守買方的保全和安全程序與要求。賣方應負責此等賣方代表在買方場所時的安全與健康。只要此等賣方代表在買方場所內，賣方即應(若相關準據法要求時)：(a) 以買方認為足夠的保額投保公共責任和財產損失保險，及(b) 遵守有關預扣稅款、失業保險及勞工賠償的所有法律和規範。

16) 嚴格遵循法規；棄權；可分性。在任何情況下，儘管先前有任何相反的慣例、做法或交易過程，買方仍得堅持嚴格遵循本訂單條款與條件。買方或賣方未行使本訂單任何權利，不應構成拋棄該權利。如果本訂單任何條款被任何法院或有管轄權機關認定、或因其適用的任何立法或其他任何原因經判定為部分無效或無法執行，則其無效或無法執行的範圍應僅限於判定的範圍，且不應擴張，本訂單其他任何條款的效力和執行力並不受影響。

17) 變更。未經買方事前書面核可，不得變更或替換買方指定的商品或商品製程。在訂單完成前，買方得隨時透過書面變更通知暫停工作、變更數量、繪圖、規格、交貨時程及日期與運送和包裝方式。如果此類變更會導致本訂單應付金額或賣方履約所需時間的增減，則應衡平地做出調整，並相應地提前以書面修改該訂單。賣方應於要

求變更之日起 15 日內，以書面方式提出任何調整請求。除非以訂單變更通知為證據或買方授權代表已簽署核發修改後的訂單，否則，變更對買方不生約束力。

18) 取消或違約。如果賣方未於本訂單正面之規定時間或買方書面提出的延期內，履行或遵守本訂單任何條款，向賣方發出書面違約通知後，買方得在不負賠償責任下取消全部或任何部分之訂購商品，但依該部分訂單已完成且驗收之服務與已交貨且驗收之有形商品，不得取消。若有下列情形，買方還可在不負賠償責任下，於交貨及驗收前隨時取消本訂單：(i)賣方停止執行其正常營業範圍的業務；(ii)賣方無法及時且令人滿意地及時履行本訂單的賣方義務；(iii)成為自願或非自願破產、接管或無償付能力程序的主體；或(iv)出於賣方債權之利益而轉讓。縱使有前述規定，如果任一方因戰爭或類似動亂、火災、天災或超出該方控制且無法合理預防的其他類似事由而遲延履行，則此類遲延履行不應視為違反本訂單；但是，如果賣方因此原因遲延 30 日或以上時，買方可通知取消本訂單的全部或任何部分。

19) 波士頓科技合規條款。買方及其所有員工、高級職員、董事和代表皆受美國海外貪污防制法、英國反賄賂法、全球反賄賂及反貪污政策、國際往來合規政策和波士頓科技行為準則的規範。因此，根據本訂單和買方與賣方簽訂之其他協議的任何作為，皆應遵守此等法律、政策和準則的要求。

20) 環境影響。如適用於本訂單的相關商品或服務，賣方同意透過下列方式協助買方減少服務、材料和產品生命週期對環境的影響：取得並遵守所需的環境許可證；從事污染防治和廢棄物減量；改進環境管控與流程；和遵守所有適用的環境法律及規範。買方可合理要求賣方量測並使用買方提供的格式向買方報告其永續與環境進度與改進。如果賣方為位於具備經認證環境管理系統地區的買方提供商品或服務，賣方同意遵守該地與賣方活動、商品或服務有關的營運管制，包括與既定的重要環境方面有關者。

21) 語言。本條款與條件文本係以中文和英文做成，且兩種文本具有相同效力。惟若有任何不一致或抵觸存在與中文與英文文本時，於所有目的用途中，皆應優先適用中文內容，以中文為準。

22) 準據法及爭議解決。本訂單受台灣法律規範，並依台灣法律而解釋。因本訂單之成立、效力、釋義或違反所產生或相關的任何爭議、權利主張或歧異，於任一方書面通知他方存在該爭議、權利主張或歧異起三十(30)日內，仍無法透過友好協商解決者，可提

交給於有管轄權的台灣法院。

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1) Definitions; Parties' Relationship. Whenever used in this purchase order ("Order"), these terms shall have the following meanings: (i) "Buyer" means Boston Scientific Corporation or one of its subsidiaries or affiliates set forth on the front of this Order; (ii) "Seller" means the person, partnership, corporation or other entity specified as the Seller on the front of this Order; (iii) "Goods" means: (a) all articles, materials, products, components, supplies, drawings, designs, prototypes, models, data, documents, goods and other items furnished or to be furnished under this Order to Buyer ("Tangible Goods"); (b) all services (including design, delivery installation, inspection, testing, etc.) specified on, or required to be furnished under this Order ("Services"); and (c) all software programs, applications, tools and databases ("Software") licensed or otherwise transferred to Buyer under this Order and all related development, support and maintenance services ("Software Services"); and (iv) "Specifications" means the specifications in the part number and revision-level controlled drawing for the applicable Goods that is referenced on the front of this Order and/or other writings, drawings, etc. provided by Buyer to Seller on or before issuance of this Order and all requirements of any applicable laws and regulations. Buyer and Seller each represent that it is acting on its own behalf as an independent contractor and is not acting as an agent for or on behalf of any third party.

2) Complete Agreement. This Order: (i) constitutes an offer by Buyer to Seller to purchase the Goods on the terms and conditions stated in this Order; (ii) becomes a binding contract upon acceptance either by acknowledgment or performance by Seller; and (iii) constitutes the sole and entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements, transactions and communications, whether oral or written, with respect to the matters referred to herein, unless Buyer and Seller have executed a separate written document which specifically states that the terms of that document prevail. No other terms or conditions and no modification, alteration or amendment of this Order shall be binding upon Buyer unless accepted in writing by an authorized representative of Buyer. Buyer expressly rejects any terms and conditions contained in any quote, proposal, invoice or similar document presented by Seller at any time.

3) Delivery. Seller's delivery or performance shall be made strictly in accordance with the date(s) specified on the front of this Order. If Goods are not delivered or performed (as applicable) by the specified time, Buyer shall have the option of: (i) purchasing the Goods elsewhere and charging Seller with any loss resulting therefrom; (ii) approving in writing a revised delivery schedule; and/or (iii) canceling this Order, or any part thereof, without prejudice to its other rights. With respect to any part of this Order so canceled, Buyer may, at its option, if applicable, either return the materials to Seller, at Seller's risk and expense, or charge Seller a reasonable storage charge until Seller removes such materials. Goods fabricated or services provided in excess of Buyer's authorization are at Seller's risk. Unless otherwise agreed by Buyer in advance in writing, invoices covering Goods received ahead of schedule will not be paid until the date specified by Buyer for delivery. Seller shall be responsible for any and all loss of, or damage to, the Goods until the Goods have been received and accepted by Buyer.

4) Assignment; Sub-contracting. No rights of Seller under this Order (including rights to monies due) are assignable in whole or in part, nor is Seller permitted to subcontract any obligation under this Order without Buyer's prior written consent. All terms of this Order shall be binding upon, and shall accrue to the benefit of, the successors and permitted assignees of the parties hereto. Seller shall take all steps required to ensure that each of Seller's employees, agents and subcontractors (collectively, "Seller's Representatives") comply with all provisions of this Order as if such person is the Seller. In any case, assigned accounts shall be subject to set-off, recoupment or any other claim of Buyer against Seller.

5A) Warranties for Tangible Goods. Seller warrants that all Tangible Goods: (i) are free from defects in workmanship, material, and manufacture; (ii) comply with the requirements of this Order, including the Specifications and samples furnished by either Buyer or Seller if Buyer has approved them for that purpose; (iii) where design is Seller's responsibility, are free from defects in design; (iv) consist only of new materials (unless the Specifications specify otherwise); and (v) are of merchantable quality and fit and suitable for the purpose intended by Buyer. Seller shall maintain documentation of the manufacturing process (including dates, methods of manufacture, materials used, unscheduled interruptions or delays, and other factors that affect

the quality, form, fitness, function and suitability of the Tangible Goods). These warranties: (a) constitute conditions to Buyer's acceptance of the Tangible Goods, (b) are in addition to all other warranties, whether express or implied, created by law, and (c) survive inspection of, acceptance of, and payment for, the Tangible Goods. Buyer's approval of the design, or of the materials, used in the manufacture of the Tangible Goods does not relieve Seller of the warranties in this Section, nor does the waiver by Buyer of any Specification requirement for one or more items constitute a waiver of those requirements for the remaining items of Tangible Goods unless so stated by Buyer in writing. Seller further warrants and represents that all Goods purchased are free from liabilities of royalties; license fees; mechanics material and other liens; security interests; other encumbrances; and defects in title.

5B) Warranties for Services and Software Services. Seller warrants that: (i) the Services and the Software Services will be provided in a professional manner by qualified personnel and comply with the requirements of this Order, including the Specifications; (ii) the deliverables from the Services or Software Services will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of this Order; and (iii) performance of the Services or Software Services will not violate or breach any contractual obligations of Seller, including those related to confidentiality, non-competition or intellectual property rights. These warranties survive inspection of, acceptance of, and payment for, the deliverables from the Services or Software Services and are in addition to all other warranties, whether express or implied, created by law.

5C) Warranties for Software. Seller warrants that: (i) Seller has all rights necessary to grant the license to Buyer, free and clear of all liens, encumbrances and other claims; (ii) the grant of the license and use of the Software by Buyer, in accordance with the documentation provided, does not and will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of this Order; and (iii) the Software will operate in accordance with, and conform to, the documentation provided, the Specifications and other requirements of the Order. Seller warrants that the source code of the Software is the subject of an escrow agreement for the benefit of Seller's licensees. If requested by Buyer, Seller shall provide Buyer with information related to the escrow of the source code of the Software, including the name of the escrow agent and the conditions and procedures for Buyer to access the source code. These warranties survive inspection of, acceptance of, and payment for, the Software by Buyer and are in addition to all other warranties, whether express or implied, created by law.

6) Price and Payment. Payment of the prices specified in this Order shall constitute full consideration for the Goods and rights granted hereunder. Such prices: (a) shall be subject to adjustment only as specifically provided for on the front of this Order, and (b) include all applicable taxes, assessments and other amounts payable to governmental authorities unless otherwise specified on the front of this Order. If certain taxes, assessments or other amounts payable to governmental authorities are specified on the front of this Order, Seller shall promptly invoice Buyer for those, Buyer shall pay them to Seller, and Seller shall promptly report and pay the governmental authorities for those. Any time period specified in this Order for payment or applying any discounts shall commence on the later of the date that Buyer: (i) receives Seller's correct invoice thereof at Buyer's address for invoices; (ii) receives the bill of lading or express receipt and packing list therefore, if applicable; or (iii) accepts the Goods (together with any specified documentation) as conforming to all Specifications and requirements of this Order. In no event shall Buyer owe Seller any late or penalty payment or interest. Buyer shall have the right to set-off against any amounts which may become payable by Buyer to Seller under this Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise. By acceptance of this Order, Seller warrants that the prices charged hereunder are not in excess of Seller's current selling price to any other purchaser of the same or substantially similar goods or services taking into consideration for the: (i) Tangible Goods, the quantities and delivery requirements; (ii) Services and Software Services, the level of skill, experience and training required; and (iii) Software, the nature of the license and non-price terms. If it is determined that the prices charged herein are in excess of such prices, Seller shall refund promptly to Buyer the excess or both parties shall review the reasonableness of the prices of this Order again in a timely manner and re-negotiate the prices.

- 7) Invoicing. Invoices must be sent to the address specified on the front of this Order. Unless otherwise specified on the front of this Order or agreed in writing by the parties, a separate invoice shall be issued by Seller for each shipment, and billing for partial shipment will not be honored by Buyer. Except as otherwise agreed in writing by Buyer, Seller shall not issue an invoice prior to shipment of the Goods and no payment will be made by Buyer prior to its receipt of the Goods and a correct invoice. Invoices must contain at least the following information: Order number, description of the Goods, , information normally or legally required as per local practice or the applicable laws and regulations, and the following as applicable: (i) shipping route, number of packages, serial numbers, item numbers, quantity, size and unit price for each of the Tangible Goods; (ii) hours worked, cost of materials provided if the front of this Order indicates that such costs are reimbursable, reimbursable expenses for the Services and Software Services if the front of this Order indicates that such expenses are reimbursable and are preapproved by Buyer; and (iii) term, scope and nature of the Software licensed. Invoices not containing such information may result in payment delays by Buyer, and such delays shall not subject Buyer to any penalty, interest or additional charge. Buyer's failure to object to provisions in Seller's quotation, invoice or other communications which conflict with the terms of this Order shall not be deemed a waiver of the terms and conditions of this Order, which shall prevail.
- 8) Transportation; Packing. All Tangible Goods shall be packed in accordance with Specifications provided by Buyer, or, if no Specifications are provided, otherwise suitably packed in order to protect the Tangible Goods fully during transportation and secure the lowest available transportation costs. All Tangible Goods shall be shipped in accordance with Buyer's instructions, or in the absence of such instructions, by the route and method of transportation sufficient to meet applicable delivery dates utilizing the lowest appropriate, available transportation costs. Excess transportation costs otherwise incurred will be charged to Seller or applied as a set-off from any amount due from Buyer to Seller. When usual terms or tariffs do not include insurance, shipments must be forwarded properly insured to their full sales price hereunder at Seller's expense. No charge shall be incurred for freight, shipping, packing, insurance, boxing, storage or drayage unless authorized by Buyer in advance in writing. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. A packing slip bearing a complete record of the shipment (including the number of the order to which it applies) is required with each shipment hereunder. Invoices, bills of lading or, express receipts, and packing lists must be mailed within 24 hours following shipment.
- 9) Compliance with Laws. Seller warrants that: (i) Seller will comply with all laws and regulations including those relating to slavery, child labor, human trafficking, bribery and product material composition; (ii) Seller will provide current, accurate and complete information certified by an authorized individual as may be requested by Buyer from time to time in connection with Seller's and/or Buyer's compliance with applicable laws; and (iii) the Tangible Goods sold and furnished hereunder shall be manufactured, sold, delivered and furnished, and the Services and Software Services shall be performed, each in strict compliance with all applicable laws and regulations of all governmental authorities. All laws and regulations required by their terms to be incorporated in agreements of this type are hereby incorporated herein by reference. Seller shall, upon request of Buyer, furnish Buyer with a certificate specifying Seller's compliance with any or all such laws and the provisions herein, in such form as Buyer may require. Without limiting the generality of the foregoing, if Seller performs Services or Software Services on Buyer's premises, Seller shall furnish Buyer satisfactory evidence of compliance with all laws and regulations, including all taxes on payroll or contributions on account of social security, unemployment insurance and federal or state workers compensation.
- 10) Gratuities. Seller warrants that Seller has not offered or given, and will not offer or give to, any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any other contract with Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

12A) Inspection and Approval of Tangible Goods. Buyer may elect to inspect Tangible Goods before and/or after delivery and acceptance. Payment shall not constitute final acceptance. Upon discovery by Buyer that the Tangible Goods contain any defect (patent or latent) or fail to meet the Specifications or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) reject the Tangible Goods, or if the Tangible Goods have been accepted by Buyer, return them to Seller at Seller's risk and expense and recover all freight, storage, handling and other expenses incurred by Buyer and be relieved of any payment for the purchase price therefor, or, if payment has been made, recover the purchase price so paid; (ii) require Seller to correct the defect or non-conformance at no cost to Buyer (Tangible Goods so returned shall not be replaced at Buyer's expense unless Buyer has provided a written replacement purchase order); or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

12B) Evaluation and Acceptance; Services. The performance of the Services and Software Services and the work product and deliverables from all Services and Software Services are subject to the review, evaluation and acceptance by Buyer, and final payment will not be made until after final acceptance. If the performance of the Services or Software Services fail to meet the Specifications of this Order or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) require the re-performance of the Service or Software Services at Seller's expense until they are in conformance with such Specifications and warranties; (ii) contract with a third party to perform Services or Software Services to correct or replace the work product at Seller's expense; and/or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

12C) Testing and Acceptance; Software. The Software is subject to testing, evaluation and acceptance by Buyer, and payment will not be made until after final acceptance. If the Software fails to meet the Specifications of this Order, the documentation for the Software, or conform to the warranties in this Order or under law, Buyer shall have the right to: (i) require Seller to deliver a new copy of the Software at Seller's expense; (ii) require Seller to fix, repair or otherwise cause the Software to perform as represented and warranted at Seller's expense; and/or (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

13) Buyer's Proprietary Rights; Confidentiality. All of Buyer's analyses, source code, data, reports, research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, equipment, machines, compositions of matter, business plans, operations, technical information, drawings, specifications, and the like, and any other knowledge or information pertaining to Buyer's business or developed by Seller as a result of work in connection with this Order (collectively, "Confidential Information") shall be the sole and exclusive property of Buyer and at all times be kept secret and confidential by Seller. All: (i) tangible property (whether in hardcopy, electronic or other form) provided to Seller in connection with this Order, including all samples (including devices, components, raw materials, tooling, etc.) and Confidential Information; (ii) equipment, models, prototypes, items, reports, communications, designs, data, analyses, source code, and any other materials produced in connection with this Order; and (iii) items purchased by Seller for Buyer under this Order (collectively, "Buyer Property") shall be and remain the exclusive property of Buyer unless otherwise agreed in writing.

Seller may disclose or reveal any Confidential Information only to those in Seller's organization who must have access to Confidential Information to provide the Goods. Seller shall inform all those in Seller's organization who have access to Confidential Information regarding Seller's obligations hereunder and that Confidential Information and Buyer Property is confidential and is the property of Buyer. All Confidential Information and Buyer Property shall be deemed a loan to Seller for use solely in the provision of Goods for Buyer. Seller shall not dispose of any such Confidential Information or Buyer Property without Buyer's prior written consent. Seller shall return Confidential Information and Buyer Property to Buyer whenever requested by Buyer and, in any event, upon completion of Seller's obligations under this Order. Buyer shall have the right to enter Seller's premises and remove Buyer Property at any time without being guilty of trespass or liable to Seller for damages for any sort. Seller shall not, without Buyer's prior written consent, in any manner advertise, publish or disclose

that Seller has furnished, or contracted to furnish, Goods to Buyer or otherwise use Buyer's name, image or logo.

All inventions, discoveries and improvements which Seller may make arising out of the provision of Goods hereunder or which relate in any manner to Buyer's business, Buyer Property, or Confidential Information (collectively, "Inventions") shall be promptly disclosed by Seller to Buyer. All rights to the Inventions shall belong solely to, and be the property of, Buyer, and Seller shall never use, nor permit the use of, the Inventions for Seller's benefit or for the benefit of any other person, corporation, partnership, or other entity. Seller shall not prepare any writings, reports, publications, etc. in any way connected with or arising out of the Inventions, except as specifically required by Buyer or with Buyer's prior written consent. All work product of copyrightable matter developed by Seller, either alone or with others, under this Order ("Work Product") is specially commissioned and owned by Buyer alone. Buyer shall be considered the author of all Work Product for the purposes of copyright and own all of the rights in and to all Work Product. If any Work Product is not considered work-made-for-hire for any reason, Seller hereby grants, assigns and transfers to Buyer all right, title and interest, including copyright, in and to such Work Product. The provisions of this Section shall survive delivery and payment.

14) Indemnification. To the maximum extent allowed by law, Seller shall, at Seller's expense, indemnify, defend and hold harmless Buyer and its affiliates and their respective directors, officers, employees, agents, successors, assigns (each an "Indemnified Party") from and against all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively, "Claims"), including reasonable attorneys' fees, that the Indemnified Party may suffer or incur arising out of or in connection with: (i) Seller's breach of any representation, warranty, or obligation under this Order; (ii) infringement or violation of any third party patent, copyright, trade secret trademark, or other intellectual property right; or (iii) any personal injury (including death) or damage to property resulting from Seller's acts or omissions, except for Claims solely caused by the gross negligence or willful misconduct of Buyer.

If any Claim is commenced against an Indemnified Party, Buyer shall provide notice to Seller as promptly as practicable. The failure to provide such notice will relieve Seller of Seller's obligations hereunder only to the extent that Seller is prejudiced by the failure to receive notice. If an injunction is granted, or in Seller's opinion likely to be granted, under clause (ii) of the preceding paragraph, Seller, as directed by Buyer, shall: (a) refund to Buyer the payment made by Buyer for the Goods subject to the Claim; or (b) deliver promptly to Buyer an acceptable, non-infringing replacement. The right to the indemnification described in this Order is not exclusive, but instead is cumulative to all other rights of indemnification of the Indemnified Parties against Seller.

The provisions of this Section shall survive delivery and payment.

15) Policies; Safety and Security. If Buyer provides Seller any of Buyer's policies and/or code of conduct (collectively, "Policies/Code"), Seller shall: (i) comply with the Policies/Code; (ii) provide copies of the Policies/Code to any of Seller's Representatives who will be providing Goods, (iii) enforce such Seller's Representatives' compliance with the Policies/Code, and (iv) maintain records of training such Seller's Representatives to all of the Policies/Code and make such records accessible for Buyer's review and inspection upon its reasonable notice to Seller. If Seller or any of Seller's Representatives are required to enter Buyer's premises to fulfill the requirements of this Order, such Seller's Representatives shall abide by Buyer's security and safety procedures and requirements. The safety and health of such Seller's Representatives while on Buyer's premises is the responsibility of Seller. At all times that such Seller's Representatives are on Buyer's premises, Seller shall, if required by applicable governing laws, (a) maintain public liability and property damage insurance in amounts satisfactory to Buyer, and (b) comply with all laws and regulations with respect to tax withholding, unemployment insurance and workers compensation.

16) Strict Compliance; Waiver; Severability. Buyer may at any time insist upon strict compliance with this Order's terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. The failure of either Buyer

or Seller to enforce any of its rights under this Order shall not constitute a waiver of such rights. If any provision of this Order shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further, and the validity and enforceability of any of the other provisions of this Order shall not be affected.

- 17) Changes. No changes or substitutions can be made to Goods specified by Buyer, or to the processing of Goods, without Buyer's prior written approval. Buyer may, by written change notice, suspend work at any time before completion of the order, or make changes in quantities, drawings, specifications, delivery schedules and dates and methods of shipment and packaging. If such changes would cause an increase or decrease in the amount due under this Order, or in the time required for Seller's performance, an equitable adjustment shall be made and the order shall be modified accordingly in writing in advance. Any claim for adjustment must be asserted by Seller in writing within 15 days from the date the change is ordered. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice or an amended purchase order is issued and signed by an authorized representative of Buyer.
- 18) Cancellation or Default. If Seller fails to perform or comply with any provision of this Order within the time specified on the front of this Order or any extension thereof provided by Buyer in writing, Buyer may, by written notice of default to Seller, cancel the whole or any part of the Goods ordered without liability, except for Services completed and accepted and Tangible Goods delivered and accepted under that portion of the Order not canceled. Buyer also may cancel this Order without liability at any time prior to delivery and acceptance by Buyer if: (i) Seller ceases to conduct Seller's operations in the normal course of business; (ii) Seller is unable to timely and satisfactorily meet Seller's obligations under this Order; (iii) is the subject voluntary or involuntary bankruptcy, receivership, or insolvency proceedings; or (iv) makes an assignment for the benefit of Seller's creditors. Notwithstanding the foregoing, if a party's performance is delayed because of war or similar unrest, fire, act of God or other similar cause that is beyond such party's control and which such party could not have reasonably prevented, such delay in performance shall not be considered a breach of this Order; provided, however, that if Seller experiences a delay of 30 days or more for such reason, Buyer may upon notice cancel all or any portion of this Order.
- 19) Boston Scientific Compliance Terms. Buyer and all of its employees, officers, directors and representatives are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Global Anti-Bribery and Anti-Corruption Policy, the International Relationships Compliance Policy, and the Boston Scientific Code of Conduct. As such, any acts under this Order and other agreements entered into by and between Buyer and Seller shall be compliant with the requirements of such laws, policies and code.
- 20) Environmental Impact. As applicable to the goods or services provided in connection with this Order, Seller agrees to assist Buyer in reducing service, material and product life cycle environmental impacts by: obtaining and complying with required environmental permits; engaging in pollution prevention and waste reduction; improving environmental controls and processes; and complying with all applicable environmental laws and regulations. Buyer may reasonably request that Seller measure and report its sustainability and environmental progress and improvements to Buyer on a form provided by Buyer. If Seller provides goods or services to a Buyer location with a certified environmental management system, Seller agrees to comply with that location's operational controls relevant to Seller's activities, goods or services including those related to established significant environmental aspects.
- 21) Language. These terms and conditions are written in Chinese and English and both versions shall have equal force and effect. If there is any inconsistency or conflict between the Chinese and English versions, the Chinese version shall prevail for all purposes.

- 22) Governing Law and Dispute Resolution. This Order shall be governed by and construed in accordance with the laws of Taiwan. Any dispute, claim or controversy arising out of or in connection with the formation, effectiveness, interpretation or breach of this Order which cannot be settled by friendly negotiation within thirty (30) days after either party has notified the other in writing of the existence of such dispute, claim or controversy may be submitted to a court with competent jurisdiction.