

1. Area of Application 適用範圍

1.1 All Orders accepted by Eurofins Environment Testing Holding Taiwan, Ltd and its affiliates (“Eurofins” or “ES”) will be governed by these General Terms and Conditions of Sales (the “Terms and Conditions”), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accepts the order in writing.

凡經台灣歐陸檢驗科技股份有限公司(Eurofins Environment Testing Holding Taiwan, Ltd.)或其任何分公司、子公司(以下統稱為“歐陸”)所接受的訂單, 其中包括未經書面確認的電話訂單和通過交付樣品所下的訂單, 均必須遵守本通用銷售條款和條件(下稱“條款和條件”)。凡對歐陸所下的訂單, 一經歐陸接受, 即是根據歐陸通用銷售條款和條件簽定了契約。凡對歐陸所下的訂單, (a) 一旦歐陸開始著手履行, 即應被視作已為歐陸接受, 無需再由歐陸書面確認; 或者, (b) 一經歐陸書面接受, 亦應被視作已被歐陸接受。

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

除非以前口頭報價或書面報價或契約另有不同規定, 本條款和條件將取代以前一切口頭的或書面的報價和契約, 如雙方以後簽訂的書面契約存在與本規定和條件相衝突或不符的規定, 應以本條款和條件為準。歐陸的官員(不包括歐陸的總經理)、雇員、代理人、分包商均無權修改或放棄本條款和條件, 或作與本條款和條件相衝突或意圖推翻本條款和條件的陳述; 此類修改、放棄和陳述, 如未採用書面形式並經歐陸總經理簽字, 對於歐陸均不具有約束力。

2. Placement of Order 提交訂單

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

客戶訂單必須通過附有客戶抬頭的電子郵件、傳真或其他電子資訊發送，或使用經歐陸批准的樣品發送單或電子訂單表格發送，方為有效訂單，而且，訂單中的商業事宜如屬本條款和條件沒有明確規定者（包括價格、預計周轉時間和交付日期），必須在下訂單時經過雙方商定。如是通過電話下訂單，客戶必須在電話下訂後立即以書面形式確認；如果客戶向歐陸發送樣品並注明客戶備查號，即應被視為已下訂單。除非訂單明確並已提供所有必要資訊，否則歐陸沒有義務開始分析工作。

2.2 Unless specifically accepted in writing and signed by the Managing Director of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other documents) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

除非歐陸總經理以書面形式簽字批准，否則，客戶不論何時提出或提交的條件（包括但不限於客戶購貨訂單中、說明書中或其他文件上的條款或規定），如與本條款和條件不符，均被視作是對本條款和條件的嚴重修改而予以拒絕，不得具有任何效力。此外，凡以前訂單中的特別條款和條件，其中包括特別價格，不得自動適用於以後的訂單。歐陸接受的每一份訂單均應被視作是歐陸與客戶之間的單獨契約。

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

如要求提供現在訂單之外的額外服務，歐陸有權調整管理費和行政費，調整最高額為新台幣 500 元。如對已進入化驗室的樣品提出額外服務要求，將被作為新訂單處理，預期交付日期將可能相應延遲。

2.4 Any logistic service related to the collection of samples or withholding outside of laboratory will have to be paid in total, unless it has been cancelled or modified by the Customer at least 48 hours before in the case of collection, 96 hours before for a withholding, and one week before for an audit. Any Analysis service will have to be paid in total, unless it has been cancelled or modified by the Customer before the collection of the samples.

對於實驗室外的任何樣品攬收或取樣服務等物流服務費用需由客戶全額支付，除非客戶在攬收服務前的 48 小時前，取樣服務的 96 小時前，及稽核服務的一周前取消或變更服務。所有分析服務均需由客戶全額支付，除非客戶在攬收樣品前取消或變更服務。

3. Price and Terms of Payment 價格及付款條款

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

如果訂單確認書沒有其他明確規定，歐陸的價格為“出廠價”，不包括包裝費，包裝費另計。凡額外開支和支出（例如歐陸與訂單有關的開支），均應由客戶支付。

3.2. Prices are exclusive of Taiwan sales tax and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

價格未包括台灣銷售稅，並根據給客戶的報價上所載匯款日之關稅。適用的稅種是那些在開發票當天所應適用者。

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

除非歐陸在接受訂單時明確同意另行規定，否則所有發票款額均必須嚴格遵守規定，在發票日期後的 30 天之內支付。如對發票有異議，必須在發票日期後的 30 天之內提出。即使客戶質疑分析結果，亦無權拖延付款。發票逾期不付，將按每月百分之一（1%）利率或有關法律允許的最高利率生息，以其中較低者為準。

3.4 Invoices are subject to a minimum invoice charge of five hundreds New Taiwan Dollars (TWD 500). ES has the right to charge an administrative fee of up to one hundred New Taiwan Dollar (TWD 100) to re-issue an invoice.

發票應付最低額為 五百元新台幣的發票手續費。如需重開發票，歐陸有權收取最高額為 100 元新台幣的費用。

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

發票結帳方式是支票、銀行轉賬或直接付款。其他的付款方式必須經歐陸事先同意。客戶承諾提供銀行賬戶信息。

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

歐陸有權要求預付最高額為訂單報價 100% 的費用，以作為接受訂單的條件。

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

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

interspersed with foreign materials or substances that were not reported by the customer or are degraded – ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

所提供的樣品或材料的狀況必須保證報告/分析或所訂之產品的生產能夠在沒有困難的情況下完成。歐陸有權在處理樣品、撰寫報告或將其用於生產之前對樣品或材料進行初檢，對其狀況進行審核。如果樣品或材料不符本4.1款規定所述之要求，客戶應承擔上述初檢費用。如果初檢結果表明，由於樣品或材料摻雜客戶沒有報告的異質或異物或物質等原因，分析或生產已經不可能進行，或者，即使可能，也比預計的困難，則歐陸有權終止或暫停該訂單，歐陸至此產生的費用均應由客戶承擔。

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

客戶必須確認並在此保證，對於場地、在運輸途中、在化驗室及歐陸的其他地方、對儀錶工具、人員或代表，樣品均不會產生任何危險。客戶有責任保證遵守危險廢棄物條例，其中包括有關資訊、運輸和處理等規定，並應向歐陸人員或代表通告有關樣品衛生和安全的隱患，其中包括已知的和疑似的毒素，以及可能存在於樣品內的，有可能達到污染程度並由於該污染而危及歐陸的場地、儀錶工具、人員和代表的其他污染物。如果由於客戶樣品或由於取樣場地條件致使歐陸或其人員或代表在取樣現場、運輸途中或在化驗室內遭受任何損失、損害、責任或傷害，客戶有責任對歐陸進行賠償。凡因徹底處理由於樣品而產生的危險廢棄物（不論是否被稱之為危險廢棄物），而產生的一切額外費用，均應由客戶承擔。客戶必須按歐陸要求提供準確的樣品的構成成分。

5. Property Rights on Sample Material and Sample Storage 樣品材料的財產權和樣品儲存

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

凡為履行訂單所必需的樣品均成為歐陸的財產。除非客戶支付樣品儲存費用，否則，歐陸沒有義務和責任儲存送交歐陸的樣品，其中包括需要冷凍的樣品。如果客戶支付儲存費用，歐陸則將根據行業常規，採取商業上合理的措施儲存樣品。

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

除非歐陸和客戶就歐陸保留樣品的條件達成書面協議，否則，歐陸有權在完成分析後立即處理或銷毀樣品。如果因遵守有關條例（例如與處理或銷毀危險廢棄物有關的規定）而造成額外費用，歐陸也有權在達成協議的保留期限結束後，無需通知客戶即處理或銷毀樣品，費用由客戶承擔。如果客戶要求歸還已不需要的樣品材料，歐陸將按客戶要求予以歸還，但由客戶承擔費用和風險。

6. Delivery Dates, Turnaround Time 交付時間和工作天數

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

交貨時間和工作天數均是估計的時間，不構成歐陸的承諾。但是，歐陸將作商業上合理之努力，儘量遵守預計的期限。

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

一般說來，一旦完成化驗，化驗結果將通過電子郵件和/或快遞郵件，或通過其他電子手段，及時地寄送給客戶在訂單上注明的收件人。

7. Transfer of Property 財產移交

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

在客戶完全付清有關發票之前，由歐陸提供的分析結果、產品、設備、軟體和類似財產的所有權均屬歐陸；在付清上述有關款額之前，客戶不得擁有上述財產的所有權，也不得擁有上述財產的使用權。此外，即使歐陸已經接受訂單並且已經開始完成訂單，如果客戶逾期未付到期應付歐陸的款額，不論是與該訂單有關的款額還是與其他訂單有關的款額，歐陸仍有權隨時停止為客戶工作。

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

即使在客戶完全付清之後，歐陸有權以匿名方式儲存、使用和公佈結果，無需注明客戶的名稱。

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

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

歐陸根據其已開發的和一般使用的現有的技術和方法，在其可供使用的條件下處理訂單，結果未必總是 100% 準確和/或適用。分析、闡釋、評估、諮詢工作和結論均以商業上合理的認真態度完成，但是歐陸不能保證一切均永遠正確和絕對。如果訂單確認書沒有另行明確說明，上述有限保證將於樣品交付日期 6 個月後到期失效。不論在何種情況下，如果客戶意欲在重要事項方面依賴歐陸提供的結果、闡釋、評估和結論，客戶必須獨立鑒定其有效性，並自行承擔其風險。

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

每一份分析報告僅僅與歐陸分析的樣品有關。如果歐陸沒有受到明確委託或沒有收到付款以確定取樣計畫（例如應該分析何種材料的樣品、何種成品產品的樣品，以及應該進行多少次分析等等）和分析的準確範圍，或者，如果客戶沒有遵循歐陸的建議，那麼，如果取樣計畫和/分析範圍證明不完整或不適當，歐陸將不承擔任何責任。

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

客戶應負責以正確的方式提交供歐陸進行檢驗/分析的樣品或進行生產的材料。除非歐陸另行書面同意，否則，如果樣品在運輸途中受到損失或損害，或者提供物流服務的設施或場所受到損失或損害，歐陸概不承擔責任。自樣品發送直至交付到歐陸的辦公地點或化驗室，客戶均應對樣品的安全、包裝和保險負責。歐陸將以商業上合理

之認真態度處理和儲存樣品，但是，如果樣品受損或遭到破壞，即使是在其化驗室接受樣品之後，歐陸也不得承擔任何責任。

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

客戶在此向歐陸保證和表述，所有送交歐陸分析的樣品均處於安全和穩定狀態，並且承諾，如果由於樣品不安全或不穩定（即使客戶可能在樣品上或在訂單上注明了樣品可能發生的問題）以致歐陸或其人員遭受損失、傷害、索賠或費用開支，客戶將對歐陸進行賠償。如果樣品是危險物品或屬危險性質，客戶必須在裝運之前書面通知歐陸，並且應該在樣品、樣品包裝和/或容器上貼上適當標籤。

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

除非雙方以書面形式另有其他協定，否則，客戶與歐陸之間的契約關係僅限於客戶和歐陸之間。所有訂單均不涉及任何第三方受益人，也不涉及連帶擔保。如果任何第三方提起與客戶或客戶訂單有關的任何索賠要求，客戶應對歐陸進行賠償，保證歐陸不受任何損害。

9. Limitation of Liability 責任限度

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

除非有關法律不允許或視其無效，否則，歐陸責任限制如下：(a) 歐陸（包括其工作人員、辦公室文書、雇員、代表、經理、官員、董事、代理人、顧問以及所有合作夥伴和關係企業，下稱“歐陸賠償方”）僅僅對由於歐陸賠

償方履行訂單時的蓄意不當行為所造成的直接的和立即的損害承擔責任，而且，歐陸必須是在客戶知曉有關索賠日期後的 6 個月之內接獲有關通知（除非有關法律規定更加長時間，並且不得在契約中加以限制）；(b) 不論在何種情況之下（不論是否因契約而引起的，或是因侵權、疏忽、嚴格責任而引起的，或是通過賠償或通過其他原因而引起的），ES 賠償方對於與本條款和條件所述的歐陸服務有關的每起索賠或有關系列索賠的責任以及客戶的獨家救助，應限於以下較少的一種：(i) 歐陸賠償方與履行訂單有關的蓄意不當行為所造成的直接的和立即的損失或損害；(ii) 歐陸從客戶實際收到的與有訂單有關的費用的 10 倍金額，最高額不得超過十萬元新台幣 (TWD100,000)。

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

凡由客戶或其他第三方造成的非直接的、直接的或衍生性損失或損害（包括但不局限於商業損失、利潤損失、商譽損失、商業機會損失或其他類似損失），歐陸均不承擔任何責任。

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

歐陸接受訂單的條件之一是，如果歐陸賠償方由於其履行本條款和條件規定的或與其有關的作用，由於根據本條款和條件所提供的服務、產品或軟體，而遭受任何損失、傷害、索賠或費用支出（本條款和條件規定歐陸賠償方承擔的除外），客戶應向歐陸賠償方進行賠償，而且，一旦客戶下了訂單，客戶即等於是同意提供上述賠償。

10. Repeated Analysis 重複分析

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

客戶可在收到測試結果後 30 天之內對測試結果提出異議。但是，除非重複測試結果顯得與第一次測試結果不相符合，否則，客戶應承擔重複測試或重新審核的費用。此外，只有在歐陸收到客戶異議時仍有足夠原樣品的情況下才能進行重複分析。否則，客戶必須支付所有費用，其中包括重複分析所需的取樣、運輸、分析和處理的費用。

11. Force Majeure 不可抗力

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

如因不可預見的或超出歐陸合理控制能力的事件或情況，或因必須遵守政府規定、法律和條例，而造成延誤、錯誤、損害或其它問題，不得要求歐陸承擔任何責任。

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

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

歐陸有權保留和處理不論以何種方式從客戶那裡獲得的個人資料和商業資料，不論這些資料是直接來自客戶還是來自第三方，歐陸將使用商業上合理之努力根據有關法律對該資料保密。

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

歐陸將使用商業上合理之努力對所有分析結果和服務報告保密，但是保留 7.2 款規定之權利以及為證明有權收取服務費而使用這些材料的權利。

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

所作出的和所提供的分析結果僅供客戶使用，未經歐陸事先書面同意不得為任何目的向任何第三方洩露。此外，客戶必須對歐陸提供的所有服務及其結果保密，對歐陸交付的產品成分和軟體保密。未經歐陸事先書面同意，不得公開洩露和利用分析結果。即使歐陸給予書面同意，(a) 客戶仍應對向第三方洩露該結果所產生的後果負責，對該第三方由於依賴該結果而產生的後果負責；(b) 客戶在此同意，如果歐陸由於客戶透漏上述結果，或者由於第三方依賴上述結果而引起任何責任，客戶應對歐陸接受賠償方進行賠償。

13. Disclaimer and Miscellaneous 免責申明和其他規定

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

凡與歐陸提供的測試服務、測試結果、設備、產品或軟體的方式、品質及時間有關的所有條款、條件和保證（包括與適銷品質或對某一特定目的的適合性的隱含保證）均在法律允許的最大範圍內屬於除外責任。本條款和條件所述的歐陸的保證、義務和責任均屬排他性質。

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

本條款和條件可由歐陸不時以書面形式修改，所有訂單應受歐陸接受訂單時實行的本條款和條件的最新版本管轄。

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

如果任何法院放棄或限制本條款和條件的任何一部分，或宣佈本條款和條件的任何一部分為無效、違法或不可執行，其他部分將依然最大程度地適用。

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

歐陸和客戶如果未能行使本條款和條件規定的任何權利，不得等同於放棄或廢除該權利。

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

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

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

15. Governing language 準據語言

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

本條款和條件同時以英文與中文做成。英文版與中文版有不一致時，以英文版為準。