



銷售/服務條款與條件

TERMS AND CONDITIONS OF SALE AND SERVICE

FS-SA 01 (03/2024)

《English Version》

- Agreement:** These terms and conditions of sales/service ("T&Cs") apply to the sales of Goods, Parts and/or Services from Fu Sheng Industrial Co., Ltd., subsidiaries and/or affiliates (hereinafter referred to as the "Seller") to the customer (hereinafter referred to as the "Buyer"). The Seller would be named in the purchase order or purchase agreement issued by Buyer to Seller (the "Agreement"). The "Goods" referred to in these T&Cs are new and fully packaged equipment, and "Parts" refer to Parts required for maintenance or after-sales Parts, including but not limited to repairs, refurbishments, host replacements, host re-ratings and control panel upgrades. "Services" means services, including but not limited to on-site services, technical or consulting services, store services or training. Unless otherwise agreed in writing between Buyer and Seller, no other terms and conditions shall apply to this Agreement, including those of Buyer or Buyer's customers. If Goods, Parts or services require information from Buyer, Buyer shall be solely responsible for its content, accuracy and its effect on the Goods, Parts or services provided by Seller.
- Price and Payment:** The price shall be specified in the Seller's final quotation. Unless otherwise stated in Seller's quotation or Seller's order confirmation, payment terms are thirty (30) days from the date of Seller's invoice. If the two parties agree on special payment terms, they should be recorded in writing on the corresponding individual order. Buyer is fully responsible for installation of Goods or Parts and installation is not included in the quotation unless otherwise specified by Buyer and agreed to in writing by Seller. Delays caused by Buyer or the failure of Buyer's customers to pay Buyer, shall not excuse non-payment. Prices do not include any taxes. If Buyer fails to pay Seller's invoice, Seller may suspend the performance of its obligations under this Agreement. Any costs incurred as a result of the suspension of performance of relevant obligations shall be paid by the Buyer. Acceptance of payment or draft of any kind does not waive or limit any of Seller's rights or remedies. If Buyer fails to make a payment when due, such payment shall bear interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower, until such payment is received by Seller.
- Delivery:** "Delivery" is based on factory delivery (Incoterms 2020). Any loss or damage caused by fire, strikes or labor disputes, government intervention, weather, or natural disasters, shortages of raw materials, work stoppages due to Buyer's failure to pay Seller, or any other acts or forces beyond Seller's control, Seller shall not compensate for corresponding liability. The liability for loss or damage to Goods or Parts passes to Buyer upon delivery. Seller retains ownership of the Goods or Parts until Seller receives payment in full. All costs associated with any delay caused in whole or in part by Buyer shall be borne by Buyer.

The Seller and the Buyer understand and agree that special epidemic diseases may affect the execution of this Agreement. Notwithstanding any other provision to the contrary herein or elsewhere, Seller shall not be liable for damages and reserves the right to partially deliver and/or perform the Services for any other consequences resulting from government action, supply chain shortages, or the widespread impact of a special epidemic. The parties agree that the Seller shall be entitled to make reasonable adjustments to any dates involving the manufacture and delivery of Goods or Parts or completion of services and to reimburse expenses to the extent of delays and expenses, including those arising directly or indirectly from extraordinary epidemics.
- Warranty:** Seller will provide quality warranty according to the following principles: (1) the **Goods** manufactured by Seller: (i) one (1) year from the date of commission and/or use, or (ii) eighteen (18) months from the date of delivery, whichever comes first; (2) **Parts**: one (1) year after the date of delivery; (3) **Service**: ninety (90) days from the date of completion of service. During the warranty period, the Seller will repair or replace any defective Goods or Parts, or rectify any defective service, provided, those Goods and Parts are properly operated and maintained, and the defects are caused by the design or manufacturing. To be entitled to the foregoing warranty, Buyer must notify Seller in writing of the defect within the warranty period. Unless otherwise agreed in writing, this warranty expressly excludes any other express or implied warranties, which include but are not limited to the marketability and suitability of the product. Buyer shall bear any and all costs of providing to Seller free and clear access to the Goods and Parts (including removal and replacement of systems and structures), de-installation, re-installation and transportation of Goods and Parts to Seller and back to Buyer.

No allowance will be made for repairs or alterations made by others without Seller's prior written consent. If repairs or alterations are attempted without Seller's prior written consent, this warranty shall be null and void. Seller assumes no responsibility for damages caused by improper installation, use, handling, or maintenance, including installation by unauthorized third parties, or by operation in violation of rated operating conditions, internal or otherwise, or defects or damages resulting from the use of parts not of Seller's manufacture or from Buyer's failure to store, install, maintain, and/or operate the Goods or Parts by Seller's written instructions and drawings and good engineering practice. None of the Goods or Parts furnished by Seller shall be deemed defective because of chemical or abrasive action, excessive heat or failure to resist the action of excessive heat, erosive or corrosive gases or liquids or the deposition of foreign material from such gases or liquids. Seller's receipt of payment in full of all sums due to Seller shall be a condition precedent to Seller's warranty obligations, and the making of any warranty claim by Buyer shall not excuse Buyer's obligation to make timely payment of all sums due to SELLER. No repair, replacement or re-performance by SELLER shall extend the applicable warranty period.
- Cancellation/postponement:** Orders for Goods and services can only be canceled or postponed according to the following principles: (1) Goods or Parts: The buyer can cancel the order for Goods or Parts only after the seller has given the seller's prior written consent and received the cancellation fee paid by the buyer. (2) Service: The buyer acknowledges that the seller needs to make arrangements in advance and incur substantial expenses. If the buyer cancels or postpones the scheduled service, the seller cannot reschedule. Accordingly, Seller agrees that Buyer may cancel or postpone the Service Agreement only with Seller's prior written consent and Seller's receipt of Buyer's payment of the cancellation or postponement fee. The cancellation fee is calculated as follows: (1) Twenty percent (20%) of the quoted or contract value will be charged as a cancellation fee for ten (10) or more working days before the scheduled mobilization date; (2) Fifty percent (50%) of the quoted or contract value will be charged for less than ten (10) business days before the mobilization date. Calculation of extension fees: (1) Twenty percent (20%) of the quoted or contract value will be charged as an extension fee for Ten (10) or more working days before the scheduled mobilization date, (2) Fifty percent (50%) of the quoted or contract value will be charged for less than ten (10) business days. Other than the above extension fee, Buyer hereby agrees to pay Seller plus fifteen percent (15%) on all mobilization costs incurred before any cancellation or postponement of scheduled services.
- Intellectual Property Rights:** The Seller has independent intellectual property rights or licenses for the products it produces and sells. For any infringement claims caused by the buyer's use of the seller's Goods or Parts, the Buyer will immediately notify the seller and provide reasonable assistance. Buyer is responsible for direct losses caused by intentional or gross negligence, and this shall not exceed 50% of the amount received by the seller. Seller shall assume no liability for those infringements caused by a specific process, system or other equipment specified by Buyer, or if the infringement results from the equipment which the Goods or Parts affixed to.
- Integrity Commitment:** Buyer agrees not to violate any national anti-commercial bribery law. Buyer will not grant/hint Seller(s) and/or its employees any improper benefit, nor to engage in other improper trading practices or bribes. If any violation or unethical behavior, Buyer will notify Seller via the **designated email address**: [trust@fusheng.com](mailto:trust@fusheng.com).
- Limitation of Liability:** Notwithstanding anything to the contrary contained in this Agreement or other agreement: (1) Seller's maximum liability arising at any time for any reason shall not exceed the contract price of the Goods, Parts or services involved, and; (2) Seller is not otherwise liable for any special, incidental, indirect or consequential loss or damage of any nature whatsoever howsoever caused at any time.
- Law and Jurisdiction:** This Agreement shall be governed by the laws of Seller's location, without regard to its conflict of laws principles. The buyer agrees to use the competent court where the seller is located as the exclusive jurisdiction for disputes arising from this agreement.
- Confidential and Proprietary Information:** Any information designated by Seller as "confidential" or "proprietary" and disclosed by Seller to Buyer is disclosed in confidence. Buyer may not release or otherwise make available to any other third parties without Seller's express written consent. Seller further expressly states, and Buyer acknowledges, that all information contained in any drawings or specifications furnished by Seller hereunder, although not marked as such, shall be deemed proprietary information. Seller provides such information to Buyer for Buyer's use only. Buyer shall not provide, disclose, or inform such information to any third party for any reason without the express written consent



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of an authorized representative of Seller. Nothing in this Agreement shall limit the Buyer's right to disclose information that (1) is knowledge in the public domain; (2) has been obtained by the Buyer from a third party without restriction nor breach of this Agreement or any other agreement.

- 11. Compensation:** Buyer warrants and covenants that it will not violate any applicable law or regulation of any country or political subdivision thereof in performing or purporting to perform any act arising out of or in connection with this Agreement. If the Buyer refuses to perform its obligations under this agreement or otherwise causes loss or damage to the Seller intentionally or negligently, the Buyer shall be liable to the seller for damages.
- 12. Legal Compliance:** The Buyer agrees and assures that all Goods and Parts purchased from the buyer shall not be sold to embargoed countries or where their end use or end user may use for the production or development of nuclear, biological, chemical, missile and other military weapons.
- 13. Miscellaneous:** Unless otherwise agreed in writing by the parties, (1): All quotations provided by Seller to Buyer are valid for thirty (30) days. (2) Seller reserves the right to place a lien if Buyer fails to pay for Goods, Parts, or Services. (3) Buyer may not reassign this Agreement or any of Buyer's rights, responsibilities, or obligations hereunder without the prior written consent of an authorized representative of Seller. (4) If the Buyer requires the Seller to assist in inspection and/or accelerated performance, such arrangements must be agreed with the Seller in advance, and the Buyer shall bear the relevant costs of inspection and/or accelerated performance. (5) The return of Goods or Parts must obtain the Seller's prior written consent. Seller reserves the right to source materials from anywhere in the world. (6) Buyer warrants that no part of the Goods or Parts shall be used for nuclear purposes, plant and operations, or other purposes of any kind.
- 14. ENTIRE AGREEMENT:** Unless otherwise agreed in writing between the parties, these T&Cs and Buyer's purchase order from Seller shall constitute the entire agreement between Buyer and Seller. The invalidity of any part of this Agreement shall not affect the validity of any other provisions of this Agreement. Any quotation issued by the Seller shall be based on these T&Cs of sale. The Buyer's acceptance of the quotation or receipt of Goods, Parts or services provided by the Seller shall be deemed to be an express acceptance of these T&Cs. Past usage, industry standards or customs or previous dealings or course of trade shall not supersede or replace these T&Cs. Seller's failure to exercise any available right or remedy shall not operate as a waiver of the same right or remedy.

《簡體中文版》

- 1. 協議:** 本銷售/服務通用條款(“本條款”)適用於復盛股份有限公司、子公司或關聯公司(以下簡稱“賣方”)向客戶(以下簡稱“買方”)出售或提供貨物、零件和/或服務,具體賣方的名稱在買方向賣方發出的採購訂單或採購協議(以下簡稱“協議”)中確定。本條款中所指之“貨物”為全新完整包裝的設備,“零件”是指維護所需或售後零件,包括但不限於維修、翻新、主機更換、主機重新評級和控制面板升級。“服務”是指服務,包括但不限於現場服務、技術或諮詢服務、商店服務或培訓。除非買賣雙方另以書面約定,任何其他條款和條件均不適用於本協議,包括買方或買方客戶的條款和條件。如果貨物、零件或服務需要買方提供的信息,買方應對其內容、準確性及其對賣方提供的貨物、零件或服務的影響承擔全部責任。
- 2. 價格和付款條件:** 價格應在賣方的最終報價單中規定。除非賣方的報價單或賣方的訂單確認書中另有說明,否則付款期限為賣方發票日期後的三十(30)天。雙方協議特殊付款條件的,應在相應的個別訂單上以書面明確記載。貨物或零件的安裝由買方全權負責,不包含在報價中,除非買方另有規定並經賣方書面同意。由買方造成的延誤或買方的客戶未能向買方付款不得成為不付款的藉口。價格不包括任何稅費。如果買方未能及時按賣方發票支付款項,賣方可暫停履行本協議項下的義務。因暫停相關義務履行所產生的任何費用應由買方承擔。接受付款或任何形式的匯票不代表放棄或限制賣方的任何權利或救濟。如果買方未能在到期時支付款項,則該款項應按每月1.5%或適用法律允許的最高合法利率(以上以較低者為準)支付利息,直到賣方收到該款項。
- 3. 交貨:** “交貨”以工廠交付為原則 Exwork (國際貿易術語解釋通則 2020)。因火災、罷工或勞資糾紛、政府干預、天氣、天災或自然災害、原材料短缺、因買方未及時向賣方付款而停工,或賣方無法控制的任何其他行為或力量而造成的任何損失或損害,賣方不承擔相應的賠償責任。貨物或零件的損失風險和損失或損壞責任在交付時轉移給買方。在賣方收到全額付款之前,賣方保留對貨物或零件的所有權。與買方全部或部分造成的任何延誤相關的所有費用均應由買方承擔。賣方和買方理解並同意,特殊流行性疾病可能會影響本協議的執行。儘管本協議或別處有任何其他相反規定,對於因政府行為、供應鏈短缺或特殊流行病的廣泛影響而導致的任何其他後果,賣方不承擔損害賠償責任,並保留部分交付及/或履行服務的權利。雙方同意賣方有權對涉及貨物或零件的製造和交付或服務完成的任何日期進行合理調整,以及在延誤和費用的範圍內報銷費用,由特殊流行病直接或間接引起的費用亦同。
- 4. 保證:** 賣方依以下原則提供質量保證: (1)賣方製造貨物: (i)自啟動或使用之日起一(1)年,或(ii)自交付之日起十八(18)個月,以先到者為準; (2)零件:自交付日起一(1)年內; (3) 服務:完成服務日起九十(90)天內。賣方在保證期內修理或更換任何有瑕疵的貨物或零件,或重新執行任何有瑕疵的服務,但在符合操作/維護條件情況下,貨物或零件本身的瑕疵為限。為獲得前述保證,買方必須在保證期內以書面通知賣方瑕疵。除非另有書面約定,本保證明確排除任何和所有其他明示或暗示的保證,包括但不限於產品的適銷性與適用性。買方應以賣方不需額外支付費用的方式接收需維修的貨物和零件(包括拆除和更換系統與結構)以進行拆卸和重新安裝,並承擔貨物和零件運輸給賣方後返回給買方的所有費用。未經賣方事先書面同意,買方不得安排由他人進行維修或改動。如果未經賣方事先書面同意而試圖進行維修或改動,則本保證歸於無效。賣方對因安裝、使用、處理或維護不當(包括未經授權的第三方安裝)或違反使用說明書規範的操作條件,或因使用非賣方製造或買方未能按照賣方的書面說明和圖紙以及良好的工程實踐存儲、安裝、維護和/或操作貨物或零件而造成的瑕疵,賣方不負責任。賣方提供的任何貨物或零件,不因化學或磨損作用、過熱或無法抵抗過熱、侵蝕性或腐蝕性氣體或液體的作用或此類氣體或液體中異物的沉積而被視為有瑕疵。賣方收到全額款項應是賣方履行保證義務的先決條件,買方提出的任何保證索賠不得免除買方及時支付應付給賣方的所有款項的義務。賣方的任何維修、更換或重新履行均不延長保證期。
- 5. 取消/推遲:** 商品服務之訂單依以下原則進行取消或延期: (1)商品或零件:在賣方事先書面同意並收到買方支付的取消費用後,買方才能取消貨物或零件的訂單。(2)服務:買方認可賣方需提前安排並產生大量費用,如果在買方取消或推遲預定服務時,賣方無法重新安排。因此,買方同意,只有在賣方事先書面同意且賣方收到買方支付的取消或延期費用的情況下,買方才可以取消或推遲服務協議。取消費用計算如下: (1)在預定動員日期前十(10)個或更多個工作日,將收取報價或合約價值的百分之二十(20%)作為取消費用; (2)在預定動員日期前不到十(10)個工作日,將收取報價或合約價值的百分之五十(50%)作為取消費用。延期費用之計算: (1)在預定動員日期前十(10)個或更多個工作日,將收取報價或合約價值的百分之二十(20%)作為延期費用; (2)在預定動員日期前不到十(10)個工作日,將收取報價或合約價值的百分之五十(50%)作為延期費用。買方同意,向賣方支付在任何取消或推遲預定服務之前發生的所有調動費用並上調百分之十五(15%)。
- 6. 知識產權:** 賣方承諾對其所生產與銷售產品擁有自主知識產權或許可,對於買方因使用賣方商品或零件而引起的侵權索賠,在買方立即通知賣方且提供合理協助的情況下,賣方就其故意或重大過失所導致之直接損失負責,並以不超過賣方所收金額之50%為限。如果侵權是由買方指定的特定過程、系統或其他設備引起的,或者侵權是由於貨物或零件結合使用的設備所引起的,賣方不承擔侵權責任。
- 7. 廉潔承諾:** 買方同意不違反任何國家反商業賄賂法。買方不授予或暗示賣方及其員工任何不當利益,也不會從事其他不當交易行為或賄賂。如有任何違規或不道德行為,買方將以電子郵件通知賣方指定信箱: trust@fusheng.com。



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- 8. 責任限制：**即便本协议或其他约定有任何相反规定：(1)卖方在任何时候因任何原因产生的最大责任，不超过所涉货物、零件或服务的合约价格，并且；(2)卖方不对其他方面的特殊、附带的、间接或后果性的任何性质的损失或损害承担任何责任，不论这些损失或损害在任何时间任何原因引起。
- 9. 法律与管辖：**卖方保证根据本协议提供的货物、零件和服务满足卖方以书面形式承诺的监管机构要求。本协议受卖方所在地之法律管辖，不考虑其法律冲突原则。买方同意以卖方所在地之法院作为本协议争议的专属管辖。
- 10. 机密和专有信息：**任何由卖方指定为“机密”或“专有”并由卖方向买方披露的信息均以保密方式披露，未经卖方明确书面同意，买方不得发布或以其他方式向他人披露此类信息。卖方进一步明确指出且买方认可，卖方根据本协议提供的任何图纸或说明书中包含的所有信息，尽管没有任何相同的标记表明，亦视为专有信息。此类信息由卖方提供给买方，仅供买方使用。未经卖方授权代表的明确书面同意，买方不得以任何理由向任何第三方提供、揭露或告知此类信息。本协议的任何内容不限制买方披露以下信息的权利(1)公共领域内的知识；(2)买方在不受限制且未违反本协议或任何其他协议情况下，从第三方处获得者。
- 11. 赔偿：**买方保证并承诺在执行或声称执行由本协议引起或与本协议有关的任何行为时，不会违反任何国家或其政治分区的任何适用法律或法规。因买方拒不履行本协议义务或其他因故意或过失而对卖方造成损失或损害的，买方应对卖方负责损害赔偿。
- 12. 法律遵守：**买方同意并承诺，所有向买方购得之产品与零件不得销售予禁运国家或其最终用途或最终使用者有可能用于生产、发展核子、生化、飞弹等军事武器用途者。
- 13. 补充条款：**除非双方另有书面规定，(1)卖方向买方提供的所有报价在三十(30)天内有效。(2)如果买方未能支付货物、零件或服务的费用，卖方保留留置权的权利。(3)未经卖方授权代表的事先书面同意，买方不得转让本协议或买方在本协议项下的任何权利、责任或义务。(4)若买方须有卖方协助检验和/或加速履行，此类安排必须先得到卖方的同意，并由买方承担检验和/或加速履行的相关费用。(5)货物或零件的退货应事先获得卖方的书面同意。卖方保留从世界任何地方采购材料的权利。(6)买方保证货物或零件的任何部分均不得用于任何类型的核用途、工厂和运营或其他用途。
- 14. 完整协议：**除非双方另有书面约定，否则这些条款和条件以及买方向卖方的采购订单应构成买方与卖方之间的完整协议。本协议任一部份的无效不影响本协议任何其他条款的效力。卖方所开出之任何报价单均以此销售条款与条件为依据，买方接受报价单或接收卖方所提供的货物、零件或服务，均应视为对这些条款和条件的明确接受。过去的惯例、行业标准或习惯或以前的交易或贸易过程不得取代或替代这些条款或条件，卖方未能实现任何可用的权利或救济不应视为放弃相同权利或救济。

### 《繁體中文版》

- 1. 協議：**本銷售/服務通用條款(“本條款”)適用於復盛股份有限公司、子公司與關聯公司(以下簡稱“賣方”)向客戶(以下簡稱“買方”)出售或提供貨物、零件和/或服務，具體賣方的名稱在買方向賣方發出的採購訂單或採購協議(以下簡稱“協議”)中確定。本條款中所指之“貨物”為全新完整包裝的設備，“零件”是指維護所需要或售後服務零件，包括但不限於維修、翻新、主機更換、主機重新評級和控制台升級。“服務”是指服務，包括但不限於現場服務、技術或諮詢服務、商店服務或培訓。除非買賣雙方另以書面約定，任何其他條款和條件均不適用於本協議，包括買方或買方客戶的條款和條件。如果貨物、零件或服務需要買方提供的資訊，買方應對其內容、準確性及其對賣方提供的貨物、零件或服務的影響承擔全部責任。
- 2. 價格和付款條件：**價格應在賣方的最終報價單中規定。除非賣方的報價單或賣方的訂單確認書中另有說明，否則付款期限為賣方發票日期後的三十(30)天。雙方協議特殊付款條件的，應在相應的個別訂單上以書面明確記載。貨物或零件的安裝由買方全權負責，不包含在報價中，除非買方另有規定並經賣方書面同意。由買方造成的延誤或買方的客戶未能向買方付款不得成為不付款的藉口。價格不包括任何稅費。如果買方未能及時按賣方發票支付款項，賣方可暫停履行本協議項下的義務。因暫停相關義務履行所產生的任何費用應由買方承擔。接受付款或任何形式的匯票不代表放棄或限制賣方的任何權利或救濟。如果買方未能在到期時支付款項，則該款項應按每月1.5%或適用法律允許的最高合法利率(以上以較低者為準)支付利息，直到賣方收到該款項。
- 3. 交貨：**「交貨」以工廠交付為原則 Exwork (國際貿易術語解釋通則 2020)。因火災、罷工或勞資糾紛、政府干預、天氣、天災或自然災害、原材料短缺、因買方未及時向賣方付款而停工，或賣方無法控制的任何其他行為或力量而造成的任何損失或損害，賣方不負相應的賠償責任。貨物或零件的損失風險和損失或損壞責任在交付時轉移給買方。在賣方收到全額付款之前，賣方保留貨物或零件的所有權。與買方全部或部分造成的任何延誤相關的所有費用應由買方承擔。賣方和買方理解並同意，特殊流行性疾病可能會影響本協議的執行。儘管本協議或別處有任何其他相反規定，對於因政府行為、供應鏈短缺或特殊流行病的廣泛影響而導致的任何其他後果，賣方不承擔損害賠償責任，並保留部分交付及/或履行服務的權利。雙方同意賣方有權對涉及貨物或零件的製造和交付或服務完成的任何日期進行合理調整，以及在延誤和費用的範圍內報銷費用，由特殊流行病直接或間接引起的費用亦同。
- 4. 保證：**賣方依下列原則提供品質保證：(1)賣方製造貨物：(i)自啟動或使用之日起一(1)年，或(ii)自交付之日起十八(18)個月，以先到者為準；(2)零件：自交付日起一(1)年內；(3)服務：完成服務日起九十(90)天內。賣方在保證期間內修理或更換任何有瑕疵的貨物或零件，或重新執行任何有瑕疵的服務，但在符合操作/維護條件情況下，貨物或零件本身的瑕疵為限。為獲得前述保證，買方必須在保證期間以書面通知賣方瑕疵。除非另有書面約定，本保證明確排除任何及所有其他明示或暗示的保證，包括但不限於產品的適銷性與適用性。買方應以賣方不需額外支付費用的方式接收需維修的貨物和零件(包括拆除和更換系統與結構)以進行拆卸和重新安裝，並承擔貨物和零件運輸給買方後返回給賣方的所有費用。未經賣方事先書面同意，買方不得安排由他人進行維修或改動。若未經賣方事先書面同意而試圖進行維修或改動，則本保證歸於無效。賣方對因安裝、使用、處理或維護不當(包括未經授權的第三方安裝)或違反使用說明書規範的操作條件，或因使用非賣方製造或買方未能按照賣方的書面說明和圖紙以及良好的工程實踐儲存、安裝、維護和/或操作貨物或零件而造成的瑕疵，賣方不負責任。賣方提供的任何貨物或零件，不因化學或磨損作用、過熱或無法抵抗過熱、侵蝕性或腐蝕性氣體或液體的作用或此類氣體或液體中異物的沉積而被視為有瑕疵。賣方收到全額款項應是賣方履行保證義務的先決條件，買方提出的任何保證索賠不得免除買方及時支付應付給賣方的所有款項的義務。賣方的任何維修、更換或重新履行均不延長保證期。
- 5. 取消/延遲：**商品服務之訂單依以下之原則進行取消或延期：(1)商品或零件：在賣方事先書面同意並收到買方支付的取消費用後，買方才能取消貨物或零件的訂單。(2)服務：買方認可買方需事先安排並產生大量費用，如果在買方取消或延後預定服務時，賣方無法重新安排。因此，買方同意，只有在賣方事先書面同意且買方收到買方支付的取消或延期費用的情況下，買方才可取消或延遲服務協議。取消費用計算如下：(1)在預定動員日期前十(10)個或更多個工作日，將收取報價或合約價值的百分之二十(20%)作為取消費用；(2)在預定動員日期前不到十(10)個工作日，將收取報價或合約價值的百分之五十(50%)作為取消費用。延期費用之計算：(1)在預定動員日期前十(10)個或更多個工作日，將收取報價或合約價值的百分之二十(20%)作為延期費用；(2)在預定動員日期前不到十(10)個工作日，將收取報價或合約價值的百分之五十(50%)作為延期費用。買方同意，向賣方支付在任何取消或延遲預定服務之前發生的所有調動費用並上調百分之十五(15%)。
- 6. 知識產權：**賣方承諾對其所生產與銷售產品擁有自主知識產權或許可，對於買方因使用賣方商品或零件而引起的侵權索賠，在買方立即通知賣方且提供合理協助的情況下，賣方就其故意或重大過失所導致之直接損失負責，並以不超過賣方所收金額之50%為限。如果侵權是由買方指定的特定製程、系統或其他設備引起的，或侵權是由於貨物或零件結合使用的設備所引起的，賣方不承擔侵權責任。



銷售/服務條款與條件

TERMS AND CONDITIONS OF SALE AND SERVICE

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7. **廉潔承諾**：買方同意不違反任何國家反商業賄賂法。買方不授予或暗示賣方及其員工任何不當利益，也不會從事其他不當交易行為或賄賂。如有任何違規或不道德行為，買方將以電子郵件通知賣方指定信箱: [trust@fusheng.com](mailto:trust@fusheng.com)。
8. **責任限制**：即便本協議或其他約定有任何相反規定：(1)賣方在任何時間因任何原因產生的最大責任，不超過所涉貨物、零件或服務的合約價格，且；(2)賣方不對其他方面的特殊、附帶的、間接或後果性的任何性質的損失或損害承擔任何責任，不論這些損失或損害在任何時間任何原因引起。
9. **法律與管轄**：賣方保證根據本協議提供的貨物、零件和服務滿足賣方以書面形式承諾的監管機構要求。本協議受賣方所在地之法律管轄，不考慮其法律衝突原則。買方同意以賣方所在地之法院作為本協議爭議的專屬管轄。
10. **機密及專有資訊**：任何由賣方指定為「機密」或「專有」並由賣方向買方揭露的資訊均以保密方式披露，未經賣方明確書面同意，買方不得發布或以其他方式向他人披露此類資訊。賣方進一步明確指出且買方認可，賣方根據本協議提供的任何圖紙或說明書中包含的所有信息，儘管沒有任何相同的標記表明，亦視為專有訊息。此類資訊由賣方提供給買方，僅供買方使用。未經賣方授權代表的明確書面同意，買方不得以任何理由向任何第三方提供、揭露或告知此類資訊。本協議的任何內容不限制買方揭露以下資訊的權利(1)公共領域內的知識；(2)買方在不受限制且未違反本協議或任何其他協議情況下，從第三方處獲得者。
11. **賠償**：買方保證並承諾在執行或聲稱執行由本協議引起或與本協議有關的任何行為時，不會違反任何國家或其政治分區的任何適用法律或法規。因買方拒不履行本協議義務或其他因故意或過失而對賣方造成損失或損害的，買方應對賣方負責損害賠償責任。
12. **法律遵守**：買方同意並承諾，所有向買方購得之產品與零件不得銷售予禁運國家或其最終用途或最終使用者有可能用於生產、發展核子、生化、飛彈等軍事武器用途者。
13. **補充條款**：除非雙方另有書面規定，(1)賣方向買方提供的所有報價在三十(30)天內有效。(2)若買方未能支付貨物、零件或服務的費用，賣方保留留置權的權利。(3)未經賣方授權代表的事先書面同意，買方不得轉讓本協議或買方在本協議下的任何權利、責任或義務。(4)若買方須有賣方協助檢驗及/或加速履行，此類安排必須事先得到賣方的同意，並由買方承擔檢驗及/或加速履行的相關費用。(5)貨物或零件的退貨應事先獲得賣方的書面同意。賣方保留從世界任何地方採購材料的權利。(6)買方保證貨物或零件的任何部分不得用於任何類型的核子用途、工廠和營運或其他用途。
14. **完整協議**：除非雙方另有書面約定，否則這些條款和條件以及買方向賣方的採購訂單應構成買方與賣方之間的完整協議。本協議任一部份的無效不影響本協議任何其他條款的效力。賣方所開出之任何報價單均以此銷售條款與條件為依據，買方接受報價單或接收賣方所提供的貨物、零件或服務，均應視為對這些條款和條件的明確接受。過去的慣例、行業標準或習慣或先前的交易或貿易過程不得取代或取代這些條款或條件。賣方未能實現任何可用的權利或救濟不應視為放棄相同權利或救濟。