

MARUBAN/ARROW STANDARD TERMS AND CONDITIONS OF SALE

丸文艾睿標準銷售條款與條件

1. TERMS AND CONDITIONS

條款與條件

All quotations and sales by Maruban/Arrow Asia entities ("SELLER") to a buyer ("BUYER") are made only upon these terms and conditions ("CONDITIONS"). This document, and no BUYER's terms and conditions in any purchase order, other BUYER' s document or other communication (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions contained in the BUYER' s documents. BUYER, by accepting any GOODS, making any payments or ordering any GOODS having previously received these CONDITIONS, will be deemed to have assented to these CONDITIONS, notwithstanding any additional or different terms contained in any other document, any course of dealing or performance, any trade custom or usage or any prior or later communication from BUYER. SELLER's failure to object to any document, communication or act of BUYER will not be deemed a waiver of any of these CONDITIONS.

SELLER reserves its right to update and revise this document from time to time. SELLER shall publish the updated CONDITIONS at its website (available at [Marubun/Arrow Standard Terms and Conditions of Sale – Marubun Arrow](#)).

亞太地區範圍內的丸文艾睿實體(以下簡稱「賣方」) 提供給買方(以下簡稱「買方」)的報價和銷售應僅根據本文件項下的標準銷售條款與條件(以下簡稱「條件」)進行。本文件將被視為要約或反要約，並且排除任何買方文件中條款與條件的適用，採購訂單、其他買方文件或其他溝通內所包含的任何買方條款與條件 不得被視為要約或承諾 (若被視為要約，則特此拒絕)。買方在收到本條件之後接受任何貨物、支付任何款項或訂購任何貨物的，將被視為已同意本條件，不論在任何其他文件中、任何交易或履行過程中、任何交易慣例或使用或買方之前或之後之任何溝通中包含有任何額外或者不同的條款。賣方未對買方的任何文件、溝通或行為提出反對，不應被視為對本條件的放棄。賣方保留不定期更新及修訂本條件之權利。賣方應在其網站發布更新後之條件 (可於 [Marubun/Arrow Standard Terms and Conditions of Sale – Marubun Arrow](#))。

2. INTERPRETATION IN THESE CONDITIONS:

條件的解釋：

"BUYER" means the person who purchases GOODS from the SELLER;

「買方」係指向賣方購買貨物的主體；

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes special terms and conditions agreed in writing between the BUYER and the SELLER which shall be governed and construed in accordance with the laws of the SELLER's domicile or unless

otherwise selected by SELLER at its sole discretion. No provisions of the United Nations Convention on Contracts for International Sale of Goods, including any amendments thereto, will apply;

「條件」係指本文件列出的標準銷售條款與條件，以及 (除非上下文另有規定) 包括買方及賣方書面約定的特殊條款與條件，這些條款與條件應根據賣方所在地法律管轄和解釋，或者除非由賣方另行選擇的法律管轄。《聯合國國際貨物買賣契約公約》 包括其任何修正案 之任何條款均不適用；

“**CONTRACT**” means the contract for the purchase and sale of the GOODS;

「合約」係指貨物之買賣合約；

“**Digital Purchase Order Acknowledgement**” means SELLER’ s acknowledgements of BUYER’s purchase orders which are acknowledged either via (i) SELLER’ s email acknowledgements to BUYER’ s official company domain or validated public domain; (ii) SELLER’ s internal oracle system; (iii) BUYER’s website or internal portal; (iv) affixation of SELLER’ s order acknowledgement company chop; (v) third party portal or any other electronic means;

「數位採購訂單確認」係指賣方透過下列任一方式對買方採購訂單進行的確認：(i) 賣方向買方的官方公司域名或經驗證的公共域名傳送的電子郵件確認；(ii) 賣方的內部 Oracle 系統；(iii) 買方網站或內部入口網站平台；(iv) 加蓋賣方訂單確認公司印章；(v) 第三方入口網站平台或任何其他電子方式；

“**GOODS**” means the GOODS which the SELLER is to supply in accordance with these Conditions;

「貨物」係指賣方根據本條件供應的貨物；

“**MANUFACTURER**” means the supplier or manufacturer or original manufacturer who sells the GOODS to SELLER and which are supplied or sold to BUYER;

「製造商」係指向賣方銷售貨物並向買方供應或銷售貨物之供應商或製造商或原始製造商；

“**SELLER**” means the SELLER named in the price quotations or invoices;

「賣方」係指報價單或發票提及的賣方；

“**WRITING**” includes telex, cable, facsimile transmission and comparable means of communication.

「書面」包括電報、電傳、傳真傳輸以及其他類似的通訊方式。

3. **ORDERS AND SPECIFICATIONS**

訂單與規格

- 3.1. Unless otherwise stated on the quote, SELLER’ s quotes are invitations to tender and are subject to change at any time without notice. No order shall be binding on the SELLER unless and until confirmed and acknowledged in WRITING by the SELLER’s authorized representative, or acknowledgment or execution of BUYER’s Order and are subject to this document. If any part of the purchase and sale of GOODS, including BUYER’s NCNR

acknowledgment or demand forecast, uses Digital Purchase Order Acknowledgement, this document will continue to apply to the purchase and sale of GOODS between BUYER and SELLER. BUYER's acceptance of SELLER's acknowledgment request or BUYER's specification of details with respect to Digital Purchase Order via writing, email or other BUYER's internal portal is binding on BUYER. Digital Purchase Order Acknowledgements shall be subject to these Conditions.

除非報價中另有說明，否則賣方的報價為邀約之引誘，賣方可隨時變更且不需另行通知。除非經賣方授權代表書面確認並承認，或確認或執行買方訂單，否則任何訂單對賣方均不具約束力，且任何訂單須受本文件約束。如果貨物的購買及銷售的任何部分，包括買方的 NCNR 確認或需求預測，使用數位採購訂單確認，則本文件將繼續適用於買方及賣方之間的貨物購買與銷售。買方透過書面、電子郵件或其他買方內部入口網站平台接受賣方的確認請求或對數位採購訂單進行詳細說明的，對買方具有約束力。數位採購訂單確認應受本條件約束。

- 3.2. The quantity, quality and description of any specification for the GOODS shall be those set out in the SELLER's quotation (if accepted by the BUYER) or the BUYER's order (if accepted by the SELLER).

任何貨物的數量、品質及任何規格說明應以賣方報價單 (如買方接受) 或買方訂單 (如賣方接受) 中列出的為準。

- 3.3. The GOODS that SELLER shipped are all in accordance with MANUFACTURER's specification. Test data and other MANUFACTURER's documentation to support this certification are available in SELLER'S files or can be obtained from MANUFACTURER upon request.

賣方交付的貨物均符合製造商之規格。支持此認證之測試資料及其他製造商文件可在賣方文件中取得，也可根據要求從製造商處取得。

- 3.4. If the GOODS are made wholly or partly in accordance with a specification submitted by the BUYER, the BUYER shall indemnify the SELLER against all loss, damages, costs and expenses which may be suffered or incurred by the SELLER from any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the SELLER's use of the BUYER's specification. 如果貨物全部或部分根據買方所提交之規格製造，賣方因使用買方規格而侵犯任何第三方之任何專利、版權、設計、商標或其他工業或智慧財產權的，則買方應賠償賣方因此可能遭受或產生的所有損失、損害、成本與費用。

- 3.5. The SELLER may make any changes in the specification of the GOODS which are required to conform with any applicable legal requirements or, where the GOODS are to be supplied to the SELLER's specification, which do not materially affect their quality or performance. 賣方得依據任何適用的法律要求變更貨物規格，或按照賣方規格提供貨物，規格的變更不得對貨物品質或性能產生重大影響。

- 3.6. No order may be cancelled, rescheduled or reconfigured without SELLER's prior written authorization and, in such event, BUYER will be liable to SELLER for any additional costs and expenses incurred by SELLER. Prices are specific to MANUFACTURERS and subject to any and all applicable end-use, resale restrictions, and/or integration requirements from MANUFACTURERS. Failure to comply with these requirements may result in a bill-back and/or price increase. Prices are subject to change by SELLER upon BUYER rescheduling or reconfiguration of orders. In case the part identified overleaf is classified as NCNR ("Non-Cancellable, Non-Reschedulable and Non-Returnable"), such order of the NCNR part may not be cancelled, rescheduled or refunded without SELLER'S prior written consent. SELLER may identify GOODS as "NCNR" by various means including quotes, Products lists, attachments or exhibits. SELLER shall effect delivery and issue invoice after 7 days (from receipt of SELLER'S notifications) if delivery date is not specified.

未經賣方事先書面授權，任何訂單不得被取消、變更交期或重新配置，若取消、變更交期或重新配置訂單的，買方應承擔賣方因此產生的任何額外成本及費用。價格特定於製造商，並受製造商任何及所有適用的最終用途、轉售限制和/或整合要求之約束。未遵守這些要求可能會導致帳單調整和/或價格上漲。賣方得在買方重新安排或重新配置訂單時變更價格。若背面標示的零部件被歸類為 **NCNR**（「不可取消、不可重新安排及不可退貨」），則此類 **NCNR** 零部件的訂單未經賣方事先書面同意，不得取消、重新安排或退還。賣方可透過任何方式（包括報價、產品清單、附件或附錄）將貨物標識為「**NCNR**」。若未指定交貨日期，賣方應在買方收到賣方通知後 **7** 天後進行交貨並開立發票。

4. PRICE

價格

- 4.1. The price of the GOODS shall be the SELLER's quoted price in the order or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the SELLER's published price list current at the date of acceptance of the order.

貨物價格應為賣方在訂單的報價，或者，如果沒有報價（或報價不再有效），則為賣方在接受訂單之日賣方公布的價格清單中列出的價格。

- 4.2. Prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of BUYER. Prices are conditioned upon timely payment and any past due balance will accrue interest as stipulated in these CONDITIONS. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs.

價格不包括任何稅金、運費、處理費、關稅或其他類似費用，這些費用均由買方全權負責支付。價格以按時付款為條件，任何逾期未付的餘額將按照本條件中規定的利率計息。運費可根據承運人標準費率計算，可能並不反映實際運輸成本。

- 4.3. The SELLER may, by giving notice to the BUYER at any time before delivery, increase the price of the GOODS to reflect any increase in the cost to the SELLER which is due to any factor beyond the control of the SELLER (such as, without limitation, any foreign exchange fluctuation, currency regulation, price change by MANUFACTURER, alteration of duties, significant increase in the costs of labour or products, materials or other costs), any change in delivery dates, quantities or specifications for the GOODS which is requested by the BUYER, or any delay caused by any instructions of the BUYER or failure of the BUYER to give the SELLER adequate information or instructions. 如因賣方無法控制的任何因素（例如但不限於任何匯率波動、貨幣法規、製造商價格調整、關稅變更、勞動力或產品成本、材料或其他成本的顯著增加），買方要求變更貨物交貨日期、數量或規格，或因買方的任何指示或買方未能向賣方提供充分資訊或指示而導致的任何遲延，導致賣方成本增加的，賣方可在交貨前任何時候通知買方提高貨物價格。

- 4.4. Unless otherwise stated in the terms of the subject quotation or, if no quotation is made, then in any price list of the SELLER, or any last date agreement signed between the parties, then all prices are based on EXW SELLER facilities (Incoterms 2020).

除非貨物報價的條款另有說明，或者如果沒有報價，除非賣方的任何價格表或雙方之間簽署的最新協議另有說明的，

所有價格均基於 EXW 賣方場所 (國貿條規 Incoterms 2020)。

5. TERMS OF PAYMENT

付款條件

5.1. SELLER reserves the rights to issue invoice at any time after delivery of GOODS and BUYER shall settle the invoice by the due date stated on the invoice or, where not so stated, within 30 days from the date of the invoice. 賣方保留在交付貨物後隨時開立發票之權利，買方應在發票註明的到期日之前支付發票款項，如果沒有註明，則應在發票日期起 30 天內支付發票款項。

5.2. Subject to any special terms agreed in WRITING between the BUYER and the SELLER, the SELLER shall be entitled to invoice the BUYER for the price of the GOODS on or at any time after delivery of the GOODS, unless the GOODS are to be collected by the BUYER or the BUYER wrongfully fails to take delivery of the GOODS, in which event the SELLER shall be entitled to invoice the BUYER for the price at any time after the SELLER has notified the BUYER that the GOODS are ready for collection or (as the case may be) the SELLER has tendered delivery of the GOODS.

除非買賣雙方書面同意的任何特別條款另有其他約定，賣方有權在交貨當日或交貨後的任何時間向買方開立貨物發票，除非貨物由買方自行提取或買方因誤未能收取貨物，在這種情況下，賣方有權在賣方通知買方貨物可提取或 (視情況而定) 賣方已將貨物交付後的任何時間向買方開立發票。

5.3. The BUYER shall pay the price of the GOODS without offset or any deduction for withholding taxes or otherwise within the credit term allowed by the SELLER in WRITING, and the SELLER shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the GOODS has not passed to the BUYER. The time of payment of the price shall be of the essence of the CONTRACT.

買方應在賣方書面允許的信用期限內支付貨物價款，且不得抵銷或扣除預扣稅或其他任何費用，儘管貨物可能尚未交付且貨物的所有權尚未轉移給買方，賣方仍有權收回款項。支付款項的時間是合約的核心內容。

5.4. If the BUYER fails to make any payment on the due date then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to:-

如買方未能於到期日支付款項，則在不影響賣方任何其他權利或補救措施的情況下，賣方有權：-

(a) cancel the CONTRACT or suspend any further deliveries to the BUYER (whether under the same CONTRACT to which the failure relates or under any other CONTRACT); and

取消合約或暫停向買方後續交貨 (無論該筆貨物與未付款貨物屬於同一合約或分屬不同合約)；及

(b) appropriate any payment made by the BUYER to such of the GOODS (or the GOODS supplied under any other CONTRACT between the BUYER and the SELLER) as the SELLER may think fit (notwithstanding any purported appropriation by the BUYER); and

將買方支付的任何款項用於支付賣方認為合適的貨物 (或根據買方與賣方之間的任何其他合約提供之貨物) (儘管買方可能聲稱該款項應用於其他用途)；及

(c) charge the BUYER interest (both before and after any judgment) on the amount unpaid, at the rate of 2.5 per cent per annum above the prime rate or the maximum lending rate permissible by the laws of the SELLER' s domicile, whichever is higher plus reasonable attorneys' fees and collection costs.

向買方收取未付金額之利息 (無論在任何判決之前還是之後)，按照賣方所在地法律允許之最優惠貸款利率或

者最高貸款利率(以較高者為準)加2.5%的年利率，加上合理的律師費以及催收費用。

- 5.5. SELLER may at any time in its absolute discretion assign accounts receivable to any SELLER affiliate. The BUYER is hereby expressly notified that any credit balance or other sum owed to BUYER which remains unclaimed by BUYER for a period of 18 months from the date of cause of claim, will be absolutely forfeited by the SELLER as administration charges and the BUYER hereby waives any claims it may have on such amounts.

賣方可隨時自行決定將應收帳款轉讓給任何賣方關係企業。特此明確通知買方，自索賠原因發生之日起 18 個月內，買方仍未索取的任何信用餘額或其他欠款，將被賣方全數沒收作為管理費，且買方特此放棄其對此類款項的任何請求權。

6. DELIVERY

交貨

- 6.1. BUYER acknowledges that SELLER is not the manufacturer of the GOODS and accepts that SELLER is dependent upon third parties' and MANUFACTURERS' delivery time and supply availability. Therefore, all delivery dates provided by SELLER for delivery of GOODS are only estimates and not binding delivery dates. SELLER will not be liable for any failure or delay in its performance or in the delivery or shipment of GOODS, or for any damages suffered by BUYER by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, pandemic, war, acts of terrorism, governmental interference (including export control or sanctions changes that lead such failure or delay of shipment) or embargo, strike, shortage of labor, fuel, power, materials or supplies, changes in law, quarantine restrictions, failure or delay in delivery by SELLER's suppliers or MANUFACTURERS (as the delivery times given by the SELLER are based on the respective MANUFACTURERS' lead times), or any other cause or causes beyond SELLER's reasonable control. SELLER reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. The SELLER shall be entitled to cancel the Contract without penalty or payment of damages if it is unable to purchase the GOODS from the MANUFACTURERS for whatever reason including but not limited to termination of any agency, distribution or franchise agreement made between the MANUFACTURERS and the SELLER or the MANUFACTURERS' right to manufacture the GOODS being terminated. Prior to terminating the Contract the SELLER will use its reasonable endeavors to source the GOODS or GOODS of the same or materially similar specification from a third party.

買方承認賣方不是貨物的製造商，並接受賣方的交付將取決於第三方及製造商的交貨時間與供應情況。因此，賣方提供的所有交貨日期僅為估計日期，不具約束力。如因火災、洪水、事故、暴亂、地震、惡劣天氣、傳染病、戰爭、恐怖主義行為、政府干預（包括導致未能或遲延交貨的出口管制或制裁變化）或禁運、罷工、勞動力短缺、燃料、電力、材料或供應品短缺、法律變更、檢疫限制、賣方的供應商或製造商未能或遲延交貨（因賣方提供的交貨時間基於相應製造商的交貨時間），或其他任何超出賣方合理控制範圍之原因，導致賣方未能或遲延履行合約、交貨或裝運的，賣方不承擔責任，亦不對買方因賣方未能或遲延履行合約、交貨或裝運而遭受的任何損失承擔責任。如因前述理由導致交付延遲超過或者可能超過30天的，賣方保留無責任取消任何訂單的權利。如果賣方因任何原因無法向製造商購買貨物，包括但不限於製造商與賣方之間的任何代理、經銷或特許經營協議的終止，或製造商製造貨物的權利被終止，則賣方有權取消合約而無需承擔任何責任或支付任何損失。在終止合約之前，賣方應盡合理努力從第三方採購相同或實質上規格相似的貨物。

6.2. Unless otherwise stated by SELLER in writing, all deliveries are EXW SELLER's warehouse. Where the GOODS are to be delivered in installment, each delivery shall constitute a separate CONTRACT and any default by the SELLER relating to any one or more of the installment (whether in respect of delivery, quality or otherwise) shall not entitle the BUYER to treat the Contract as a whole as repudiated.

除非賣方另有書面說明，否則所有交貨均為 EXW 賣方倉庫。如果貨物採分批交貨，則每次交貨均應構成單獨的合約，賣方在任何一批或多批交付中（無論是在交貨、品質或其他方面）的任何違約，買方均不得將合約項下的多批交付視為一個整體而拒絕其他批次的履行。

6.3. If the BUYER fails to take delivery of the GOODS or fails to give the SELLER adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the SELLER, the SELLER may store the GOODS until actual delivery and charge the BUYER for the reasonable costs (including insurance) of storage; or sell the GOODS at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the BUYER for the shortfall (if any) below the price under the CONTRACT.

若買方未能在規定的交或期間接收貨物或向賣方提供充分的交貨指示，則在不影響賣方享有的任何其他權利或補救措施的情況下，賣方可將貨物存放到實際交貨時，並向買方收取合理的存放費用（包括保險）；或以可立即獲得的最佳價格出售貨物，並（扣除所有合理的儲存費用及銷售費用後）向買方收取低於合約價格的差額（如有）。

6.4. In the absence of prior agreement as to shipping, SELLER may select a carrier. BUYER will pay for storage charges if GOODS are held by SELLER at BUYER's request pending instructions or rescheduled delivery. The GOODS will be packed to the MANUFACTURERS' or SELLER'S normal specification based on generally accepted industry standard and practices.

如事先未就運輸達成協議的情況下，賣方可以選擇承運人。如果賣方應買方的要求暫停交貨等待指示或重新安排交貨的，買方應支付存儲費用。貨物將根據普遍接受的行業標準與慣例，按照製造商或賣方的正常規格進行包裝。

6.5. SELLER shall reserve the right, at its sole discretion, to allocate among BUYERS or potential BUYERS, or defer, delay, or cancel the shipment of any Goods which is in short supply. SELLER reserve the right to ship GOODS in advance of the agreed shipping date.

在供應短缺的情況下，賣方保留自行決定在買方或潛在買方之間進行分配，或推遲、延遲或取消任何貨物交付的權利。賣方保留在約定發貨日期之前發貨的權利。

6.6. GOODS are deemed accepted by BUYER unless BUYER notifies SELLER in writing within 10 days (or such other time as agreed or set out in the purchase order) of delivery of GOODS any shortages, damage or defect. No returns may be made for any reason without notification within time as above said as well as with a Return Authorization Form issued by SELLER. If BUYER refuses to accept tender or delivery of any GOODS or returns any GOODS without authorization from SELLER, such GOODS will be held by SELLER for 7 days, after which the SELLER is entitled to dispose of the GOODS as it sees fit, without prejudice to claiming against the BUYER for the full amount of purchase price of the GOODS and any other costs, expenses, charges, damages and loss as may be suffered by the SELLER. Subject to Products' manufacturers' approvals, BUYER may return GOODS to SELLER only with a return material authorization number issued by SELLER.

如買方未在交貨後 10 天內（或採購訂單約定或規定之其他時間）書面通知賣方任何短缺、損壞或缺陷，則視為買方已接受貨物。若買方未在上述時間內通知賣方且由賣方簽發退貨授權書的，則不得以任何理由退貨。若買方在未

經賣方授權的情況下拒絕接受任何貨物的交付或退回任何貨物，則該等貨物將由賣方保留7天，此後賣方有權按照其認為合適的方式處置該貨物，且不影響向買方要求買方支付貨物購買價款的全額以及賣方可能遭受的任何其他成本、費用、支出、損害及損失。在獲得產品製造商批准的前提下，買方只能在獲得賣方簽發的退貨授權書後將貨物退還給賣方。

7. RISK AND PROPERTY

風險與財產

- 7.1. Risk of damage to or loss of the GOODS shall pass to the BUYER:- (a) in the case of GOODS to be delivered at the SELLER's premises, at the time when the SELLER notifies the BUYER that the GOODS are available for collection; or (b) in the case of GOODS to be delivered otherwise than at the SELLER's premises, at the time of delivery or, if the BUYER wrongfully fails to take delivery of the GOODS, the time when the SELLER has tendered delivery of the GOODS.

在下列情況下，貨物損壞或滅失的風險應轉移給買方：- (a) 對於在賣方場所交付之貨物，在賣方通知買方貨物可供提取之時；或 (b) 對於在非賣方場所交付之貨物，則在交付之時，或如果買方無故未能接收貨物時，則為賣方交運貨物之時。

- 7.2. Notwithstanding delivery and the passing of risk in the GOODS, or any other provision of these Conditions, the property in the GOODS shall not pass to the BUYER until the SELLER has received in cash or cleared funds payment in full of the price of the GOODS and all other GOODS agreed to be sold by the SELLER to the BUYER for which payment is then due.

儘管貨物已交付且風險已經轉移給買方，或本條件之任何其他規定，在賣方收到貨物全部價款以及雙方同意的賣方售予買方的所有其他貨物之到期貨物均已全數清償前，貨物的所有權均不轉移給買方。

- 7.3. SELLER retains a purchase money security interest in all GOODS sold by SELLER to BUYER and in the proceeds of any resale of such GOODS, until the purchase price and any other charges due to SELLER have been paid in full. BUYER agrees to execute any financing statements SELLER may request in order to protect SELLER's security interest and hereby authorizes SELLER to execute and irrevocably appoints SELLER as its attorney to execute or enforce such financing statements. Upon any breach by BUYER of these CONDITIONS, SELLER will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. BUYER is responsible for all costs and expenses incurred by SELLER in collecting any sums owing by BUYER (which may include, but are not limited to, collection agency and reasonable attorney's fees). The BUYER shall bear all costs of the SELLER in enforcing any judgment or collection effort arising from BUYER's breach. SELLER shall have the right to offset any sums owed by the SELLER or its associate company or subsidiary against any sums owed by BUYER to SELLER or its associate company or subsidiary.

賣方保留賣方出售給買方的所有貨物以及該等貨物之任何轉售所得款項的購買金額擔保權益，直至購買價款與應付賣方的任何其他費用已全額支付。買方同意簽署賣方可能要求的任何財務文件，以保護賣方的擔保權益，並特此授權賣方簽署並不可撤銷地指定賣方作為其代理人來簽署或執行此類財務文件。如果買方違反本條件，賣方將根據適用法律享有被擔保方的所有權利及補救措施，這些權利及補救措施將為累加的，而非排他的。買方應負擔賣方在收取買方應付的任何款項時所產生的所有成本與費用（包括但不限於催收機構費用及合理的律師費）。買方應承擔賣方執行因買方違約而產生之任何判決或收款工作的所有費用。賣方有權將賣方或其關係企業或子公司所欠之任何款項

抵銷買方欠賣方或其關係企業或子公司的任何款項。

- 7.4. Until the property in the GOODS passes to the BUYER (and provided the GOODS are still in existence and have not been resold), the SELLER shall be entitled at any time to require the BUYER to deliver up the GOODS to the SELLER and, if the BUYER fails to do so forthwith, to enter upon any premises of the BUYER or any third party where the GOODS are stored and repossess the GOODS.

在貨物的所有權轉移給買方之前(前提是貨物仍然存在並未被轉售)，賣方有權隨時要求買方將貨物交還給賣方，並且如果買方未立即執行，賣方有權進入買方或儲存貨物的任何第三方處所取回貨物。

8. WARRANTIES AND LIABILITY*

保證與責任*

- 8.1. BUYER acknowledges that SELLER is not the manufacturer of the GOODS and that GOODS sold or supplied under these CONDITIONS is subject to, if any, a warranty with the MANUFACTURERS. SELLER warrants those GOODS assembled or customized by it against defects caused solely by faulty assembly or customization for 14 days after delivery. To the extent legally and contractually permitted, SELLER shall pass through to BUYER any transferable GOODS warranties, indemnities, and remedies provided to SELLER by the manufacturer, including those for intellectual property infringement. All other GOODS, and the components and materials utilized in any assembled or customized GOODS, are covered by, and subject to, the terms, conditions, and limitations of the MANUFACTURER's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by SELLER or the MANUFACTURER. BUYER's exclusive remedy, if any, under these warranties is limited, at SELLER's election, to any one of (a) refund of BUYER's purchase price, (b) repair by SELLER or the MANUFACTURER of any GOODS found to be defective, or (c) replacement of any such GOODS. BUYER acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY GOODS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S GOODS SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER. Use of the BUYER's part number on the CONTRACT or on any GOODS is for convenience only and does not constitute any representation by SELLER with respect to the performance, specifications, or fitness of any part for any purpose.

買方承認賣方並非貨物的製造商，根據本條件銷售或提供的貨物應依照製造商之保證（如有）。賣方保證在交貨後 14 天內，其組裝或客製化的貨物不會出現僅因組裝或客製化錯誤而造成的缺陷。在法律與合約允許的範圍內，賣方應將製造商向賣方提供的任何可轉讓貨物保證、賠償與補救措施，包括針對智慧財產權權的補救措施，轉讓給買方。所有其他貨物，以及任何組裝或定制貨物使用的組件與材料，均受製造商標準保證條款、條件與限制的約束，此保證明確替代賣方或製造商的任何其他明示或暗示保證。根據這些保證，買方的唯一補救措施（如有），僅限於賣方選擇的以下任一項 (a) 退還買方的購買價款，(b) 由賣方或製造商修理任何經證明有缺陷的貨物，或 (c) 更換任何此類貨物。買方承認，除本條明確規定或提及之外，賣方或任何其他人對任何貨物的狀況或性能、適銷性或特定用途

適用性，或其他任何方面不做任何形式(包括但不限於廣告材料、廣告手冊或其他描述性文獻)的明示或暗示的陳述或保證。賣方對製造商的貨物規格、或買方或買方代表向賣方提供的任何設計或規格的性能或充分性不承擔任何責任或義務。在合約或任何貨物使用買方零件編號僅為方便起見，並不構成賣方對於任何零件之性能、規格或適用性的任何陳述。

- 8.2. The above warranty is given by the SELLER subject to the following conditions: (a) the SELLER shall be under no liability in respect of any defect in the GOODS arising from any drawing, design or specification supplied by the BUYER; or from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the SELLER's instructions (whether oral or in writing), misuse or alteration or performance of any value added service or repair of the GOODS without the SELLER's approval; (b) the SELLER shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the GOODS has not been paid by the due date for payment.

賣方在以下前提下提供上述保證，惟須遵守以下條件：(a) 對於因買方提供的任何圖紙、設計或規格而導致的貨物缺陷，賣方不承擔任何責任；或因合理磨損、故意損壞、疏忽、異常工作條件、未遵循賣方指示(無論是口頭或書面)、未經賣方同意而誤用或改動或執行任何增值服務或修理貨物；(b) 若在付款到期日之前未付清貨物總價款，則賣方對上述保證(或任何其他保證、條件或擔保)不承擔任何責任。

- 8.3. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

除非本條件中明確規定，否則在法律允許的最大範圍內，所有法規或普通法所暗示的保證、條件或其他條款均應被排除。

- 8.4. Except for the warranty coverage referenced in this Article 8, NEITHER SELLER NOR ITS MANUFACTURERS WILL HAVE ANY LIABILITY OR OBLIGATION TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY GOODS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY GOODS (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY GOODS OR BY ANY FAILURE OR DELAY IN SELLER'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT BUYER WILL HAVE INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

除本第 8 條所述保證範圍外，賣方及其製造商均不對買方或任何其他人因任何目的的貨物不合格，貨物的任何缺陷或瑕疵(無論是否在任何保證範圍之內)，任何貨物的使用或性能或賣方未能或延遲履行本條件規定的義務而直接或間接造成的全部或部分索賠、損失、損壞或費用承擔任何責任或義務，亦不對因此造成的任何特別、直接、間接、偶然性、後果性、懲戒性或懲罰性的損失承擔責任，包括但不限於人身傷害或業務或利潤損失，無論買方是否已將任何此類損害的可能性或或然性告知賣方。

- 8.5. Any claim by the BUYER which is based on any defect in the quality or condition of the GOODS or their failure to correspond with specification shall (whether or not delivery is refused by the BUYER) be deemed waived absolutely unless notified to the SELLER within 14 days from the date of delivery and the BUYER shall be bound to pay the price as if the GOODS had been delivered in accordance with the CONTRACT.

買方基於貨物品質或狀況的任何缺陷或其不符合規格而提出的任何索賠（無論買方是否拒絕接收貨物），如未在交貨日起14天內通知賣方的，均應視為完全放棄，買方有義務如同貨物已經按照合約交付一樣支付貨物價款。

8.6. The SELLER shall not be liable to the BUYER or be deemed to be in breach of the CONTRACT by reason of any delay in performing, or any failure to perform, any of the SELLER's obligations in relation to the GOODS, if the delay or failure was due to any cause beyond the SELLER's reasonable control including (without limitation) any delay, default or failure on this part of the MANUFACTURER(s) or ultimate MANUFACTURER(s) who supply directly or indirectly the GOODS to the SELLER for resale to the BUYER. 如因超出賣方合理控制的任何原因，包括但不限於直接或間接向賣方提供轉售給買方的貨物的製造商或最終製造商的任何延遲、違約，導致賣方延遲或未能履行貨物相關的義務的，賣方不對此承擔任何義務或被視為違反合約。

8.7. The performance of any value-added service may void the MANUFACTURER's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of BUYER. SELLER's employees or agents are not authorised to make representations concerning the GOODS unless confirmed by SELLER in writing. In entering into a Contract, BUYER acknowledges that it does not rely on any such representations which are not so confirmed. Any advice or recommendation given by SELLER or its employees or agents to BUYER or its employees or agents as to the storage, application or use of the GOODS which is not confirmed in writing by SELLER is followed or acted upon entirely at BUYER's own risk, and accordingly SELLER shall not be liable for any such advice or recommendation which is not so confirmed.

任何增值服務的履行可能會使製造商的保證失效，並使產品無法退貨。因此，包含此類服務的訂單是不可取消的，貨品也是不可退還的。任何第三方增值服務提供者均視為買方的代理人。除非經賣方書面確認，否則賣方的員工或代理人無權就貨物作出陳述。賣方或其員工或代理人向買方或其員工或代理人提出的有關貨物儲存、應用或使用的任何建議或推薦，若未經賣方書面確認，則買方應自行承擔風險決定是否遵循該等建議或推薦，因此，賣方不對任何未經上述確認的建議或推薦承擔責任。

8.8. Any software or all rights in intellectual property included in or relating to GOODS is supplied or owned by the MANUFACTURER and are hereby reserved and deemed restricted or limited. SELLER makes no representation or warranty with respect thereto and will have no liability in connection therewith.

任何包含在貨物中或與貨物相關的任何軟體或智慧財產權的所有權利，均由製造商提供或擁有，並特此保留並視為權利受限或限制。賣方對此不作任何陳述或保證，亦不承擔任何相關責任。

8.9. BUYER agrees to comply with the MANUFACTURER's or other requirements with regard to proprietary and similar rights in and to such software and its intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by SELLER. If BUYER provide SELLER with any intellectual property, BUYER represents and warrants that BUYER has all necessary legal rights to provide such intellectual property, and SELLER's use or sale of such intellectual property will not infringe the proprietary rights of any third party. BUYER will indemnify SELLER against and hold it harmless from any and all liability, cost or expense arising from (a) a breach or purported breach of such requirements; (b) allegation or claim, including infringement claims, that arise from BUYER's use of GOODS or services in combination with other GOODS or services; or (c) alleged or actual infringement of any intellectual property rights provided by BUYER to SELLER.

買方同意遵守此類軟體及其智慧財產權的專利權與類似權利的製造商規定或其他要求（包括簽訂任何單獨許可協議的要求以及禁止複製或披露許可協議的要求），即使任何「收縮膜包裝」的軟體封條已被賣方破壞。如果買方向賣方提供任何智慧財產權，則買方聲明並保證買方擁有提供此類智慧財產權的所有必要法律權利，且賣方使用或出售此類智慧財產權不會侵犯任何第三方的專利權。買方將賠償賣方因以下原因產生的任何及所有責任、成本或費用，並使其免受損害：(a) 因違反或聲稱違反此類要求；(b) 因買方將貨物或服務與其他貨物或服務結合使用而產生的指控或索賠，包括侵權索賠；或 (c) 因聲稱或實際侵犯買方向賣方提供的任何智慧財產權。

8.10. SELLER' s total liability under this Document to BUYER for all damages, losses and causes of action shall IN ANY EVENT NOT exceed USD1000 or the total purchase price of the subject GOODS at issue, whichever the lesser amount.

在任何情況下，賣方根據本文件向買方承擔的所有損害、損失與訴訟原因之總責任不得超過 USD1000 或有爭議貨物之總購買價款，以較低者為準。

* Where the Competition and Consumer Act 2010 of Australia ("CCA") applies, Article 8 of these Conditions applies and operates to the fullest extent consistent with and permitted by the CCA, but otherwise shall be read to the extent necessary to ensure these terms do not contravene any part of the CCA.

*如果適用《2010 年澳洲競爭與消費者法案》(「CCA」)，則本條款第 8 條將符合 CCA 並在 CCA 允許的最大範圍內適用，但在其他方面，應在確保不違反 CCA 的任何部分的必要範圍內進行解釋。

9. EXPORT CONTROL AND COMPLIANCE WITH LAWS

出口管制與法規遵循

BUYER will comply with SELLER' s Terms and Conditions of Export which is published at [Arrow Electronics, Inc. Terms and Conditions of Export | Arrow.com](#).

買方將遵守賣方的出口條款與條件，此條款與條件發佈於[Arrow Electronics, Inc. Terms and Conditions of Export | Arrow.com](#)。

10. INSOLVENCY OF BUYER

買方破產

10.1. If the BUYER makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

如果買方與其債權人達成任何自願安排，或 (作為個人或公司) 破產或 (作為公司) 受行政命令約束或進行清算 (合併或重組目的除外)；或

10.2. An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the BUYER; or
如果買方的任何財產或資產被設立權利負擔，或被指派接管人；或

10.3. The BUYER ceases, or threatens to cease, to carry on business; or
買方停業或有停業的危險；或

10.4 The SELLER reasonably apprehends that any of the events mentioned above is about to occur in relation to the BUYER and notifies the BUYER accordingly. Then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to cancel the CONTRACT or suspend any further deliveries under the

CONTRACT without any liability to the BUYER, and if the GOODS have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

賣方合理地認為與買方有關的任何上述事件即將發生，並相應通知買方。然後，在不影響賣方享有的任何其他權利或補救措施的情況，賣方有權取消合約或暫停根據合約的後續交付，且無需對買方承擔任何責任。如果貨物已經交付但尚未付款，則貨物價款應立即到期應付，儘管之前有任何相反的協議或安排。

11. ANTI-BRIBERY

反賄賂

SELLER and BUYER each certifies that it complies with all applicable laws and regulations including anti-bribery regulations (e.g. U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act) in the jurisdictions where it operates.

賣方與買方各自擔保遵守其營業所在司法管轄區內的所有適用法律與法規，包括反賄賂法規(例如美國《反海外貪腐行為法》與英國《反賄賂法》)。

12. CONFIDENTIALITY

保密

BUYER agrees to use reasonable measures, but in any event no less than the standard applied in handling its own confidential / proprietary information, in handling and maintaining in confidence any confidential / proprietary information as disclosed by SELLER.

買方同意使用合理的措施，但在任何情況下都不應低於處理其自身機密/專有資訊時應用的標準，處理並保密任何由賣方披露的機密/專有資訊。

13. DATA PROTECTION

資料保護

Arrow Electronics, Inc' s Privacy Policy which is published at [Arrow Electronics, Inc. Privacy Policy | Arrow.com](#) shall apply.

適用 Arrow Electronics, Inc隱私權政策發佈於 [Arrow Electronics, Inc. Privacy Policy | Arrow.com](#) 。

14. SEVERABILITY

分離

In the event that any CONDITIONS herein shall be held invalid or unenforceable by a court of competent jurisdiction, such shall not negate the validity or enforceability of any other CONDITIONS hereof.

如有管轄權的法院認為本條件的任何條款無效或不可執行，該無效或不可執行不應否認本條件中其他條款的有效性或可執行性。

15. TERMINATION

終止

15.1. Without limiting its other rights or remedies, SELLER, without cost, penalty or liability to SELLER, may terminate

a Contract:

在不限制其他權利或補救措施的情況下，賣方可以在以下情況下終止合約，且賣方無需支付任何費用、罰款或承擔任何責任：

- a. by giving the BUYER one month' s written notice; or
提前一個月向買方發出書面通知；或
- b. immediately if BUYER is in breach or in default of any of the Conditions or a Contract; or 如果買方違反或未履行任何條件或合約，則立即終止合約；或
- c. immediately if the BUYER or BUYER' s end customer has applied for or declared insolvency or bankruptcy.
如果買方或買方的最終客戶已申請或宣布無力償債或破產，應立即終止合約。

15.2. Without limiting its other rights or remedies, SELLER shall have the right to suspend the sale and supply of GOODS if BUYER is in breach or in default of any of the Conditions or a Contract.

在不限制其他權利或補救措施的情況，如果買方違反或違反任何條件或合約，賣方有權暫停銷售與供應貨物。

15.3. Save as provided for elsewhere in these Conditions, no Contract may be cancelled unless agreed by SELLER in writing and upon payment by the BUYER to SELLER sufficient to indemnify SELLER for all losses and liabilities resulting from the BUYER' s cancellation of a Contract.

除本條件的其他條款另有規定外，除非經賣方書面同意，並經買方向賣方支付足以賠償賣方因買方取消合約而造成所有損失與責任的款項，否則不得取消任何合約。

16. PREVAILING LANGUAGE

語言

In the event of a conflict between the English text version and any translation of these CONDITIONS, the English language version shall prevail.

如果本條件的英文版本與任何翻譯版本之間存在任何不一致或差異的，應以英文版本為準和解釋。