

GENERAL TERMS AND CONDITIONS FOR DELIVERIES, WORK AND SERVICES

供貨與服務標準條款

I. General 總則

1. The following conditions apply to all consultations, offers, sales, deliveries and services and to all current and future contractual relationships between MB Automation Taiwan Co., Ltd., its affiliates (shall mean any legal entity which directly or indirectly controls, is controlled by, or is under common control of Muehlbauer Holding AG, including without limitation other entities within the MB Group such as Muehlbauer Technologies (Wuxi) Co., Ltd. or MB Automation (Malaysia) Sdn. Bhd., hereinafter "Seller") and the Buyer exclusively. Conditions for purchasing of the Buyer, which are completely or partly contrary to the conditions of the Seller or the legal regulations, are hereby expressly disagreed. The following conditions also apply if the Seller carries out the deliveries or services in awareness of conflicting purchase conditions of the Buyer without reservations. The following conditions apply to all future business relations, even if they are not explicitly referenced and as far as the Buyer has known them or ought to have known due to a previous business relationship. For the scope of the deliveries or services the bilateral consistent written declarations shall apply.

本條款適用於台灣紐約自動化股份有限公司及其關係企業（指任何直接或間接控制、受其控制或與 Muehlbauer Holding AG 共同受控制之法人，包括但不限於紐約集團內之其他公司，如：Muehlbauer Technologies (Wuxi) Co., Ltd. 或 MB Automation (Malaysia) Sdn. Bhd.，以下合稱賣方）與買方間之所有諮詢、報價、銷售、交付及服務，並適用於現有及未來之一切契約關係。若買方之買賣條件有全部或部分與本條款或法律規定相抵觸者，賣方在此明確表示不同意接受。即使於賣方明知買方之買賣條件有與本條款相抵觸而仍履行交付或服務者，本條款仍有適用。本條款亦適用於雙方後續所有交易關係，即使未再次明確引用者，只要買方因先前之交易關係已知或應知本條款存在者，亦同。關於交付或服務之範圍，以雙方一致之書面聲明為準。

2. Verbal subsidiary agreements do not exist. Agreements, particularly between the representatives of the Seller, deviating from the conditions of the Seller in individual cases, are only binding with the confirmation by the Seller in text form.

口頭之補充協議無效。即使賣方代表有與買方為個別約定者，如約定之內容與本條款不一致者，僅於賣方以書面確認後始具拘束力。

II. Offer and conclusion of the contract 報價與契約成立

1. Offers of the Seller are always without engagement, i.e. they merely constitute a request to the Buyer to give a legally binding offer. Contracts, even those at trade fairs or through agents of the Seller, only are entered in accordance with the written confirmation of order of the Seller and its receipt by the Buyer. Advertising documents and brochures of the Seller are not binding, and, in particular, are subject to modifications and errors.

賣方之報價均屬不具拘束力之意思表示，僅係邀請買方提出具法律效力之要約。契約之成立，不論於展覽會或經由賣方代理人所為，均須經賣方出具書面訂單確認，並由買方收受，始生效力。賣方之廣告資料及型錄不具拘束力，並得隨時更正或修改。

2. The Seller reserves the title and copyright for figures, drawings and calculations as well as for other documents. This also applies to those written documents, which are referred to as confidential. Prior to its transfer to a third person, the Buyer has to obtain the written confirmation of the Seller and the documents have to be returned or deleted upon request to the Seller. Provided that the foregoing obligation shall not apply where (i) retention is required by mandatory statutory archiving duties, or (ii) copies are stored in automatic back-up systems, so long as such copies are not generally accessible and remain subject to confidentiality obligations for the duration of their retention.

賣方對於圖表、設計圖面、計算及其他文件享有所有權及著作權。此等文件如經標示為機密者，買方於移轉予第三人前，應事先取得賣方之書面同意，並於賣方要求時返還或刪除。若因法定保存義務必須留存，或因自動備份系統而保存且未對外公開者，則不在此限，惟仍應受保密義務之拘束。

3. The configuration of the subject of the contract is exclusively described in the offers, confirmation of orders and the corresponding documents of the Seller.

契約標的之規格，以賣方之報價、訂單確認及相關文件所載之內容為準。

4. As far as guarantees are given by the Seller, this needs to be done expressly and in written form, and they shall not constitute guarantees, but independent guarantee promises.

若賣方有提供保證，應以書面明示，且該保證為獨立之保證承諾，不構成賣方之法定擔保責任。

III. Deliveries and terms of delivery 交付與交付條件

1. The Seller cannot be held responsible for delays if the Buyer does not or not

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in time fulfill its obligations to cooperate, particularly taking care of magisterial authorizations, implementation plans, documents for specification of the subject of the contract, clarification of all technical details, payment securities and down payments. If these obligations are not fulfilled in time, the delivery times will be extended accordingly plus an adequate starting time, unless the Seller is responsible for the delay.

若買方未履行或未及時履行其協力義務，包括但不限於取得主管機關核准、提供施工計畫、規格文件、技術細節之確認、付款擔保及預付款等，賣方均不負延遲責任。交貨期限應相應延長，並加計合理之準備期間，除非延遲係因可歸責於賣方之事由所致。

2. If, after conclusion of the contract, there are any indications that the ability of the Buyer is endangered, e.g. default of payment, suspension of payment, request for insolvency proceedings, chattel mortgage of current assets, unfavorable information of banking establishments, credit institutions or credit insurers, the Seller is entitled to decline to ship the goods, stop any goods in transit, suspend his services and to cancel the contract and/or to claim damages after an unsuccessful appointment of a date for providing security in the form of directly enforceable bank guarantee or advance payment. The appointment of a date is not applicable if the endangerment of the ability is obvious.

契約成立後，如有跡象顯示買方履約能力發生危險，如：付款遲延、停止支付、聲請破產、設定動產擔保、或自銀行、金融機構、保險公司取得不利之信用資訊等，賣方有權拒絕出貨、停止在途貨物、暫停服務、解除契約及/或請求損害賠償。賣方得先要求買方於指定期限內，提供可直接執行之銀行保證或預付款作為擔保。若買方未於期限內提供者，賣方得逕行採取前述措施。惟若買方之履約能力之危險顯而易見者，則無須另行定期限。

3. Binding delivery dates have to be agreed upon always in written form. In case of separable deliveries the Seller is entitled to partial delivery subject to prior written information. Early deliveries are allowed with the agreement of the Buyer.

具拘束力之交貨日期，應以書面約定為準。若屬可分批交貨者，賣方得於事前以書面通知後，分批交貨。經買方同意者，賣方亦得提前交貨。

4. In the case of call orders, an adequate delivery date is deemed to be agreed, which is at least six weeks from the date of the call order. In case manufacturing or acceptance dates are not agreed, the Seller may ask for a binding fixing of it at the latest three (3) months after confirmation of order. If the Buyer does not comply with such request within two (2) weeks after posting a written notice concerning this matter, the Seller is entitled to set an additional respite of one week and after unsuccessful expiration of that period the Seller is entitled to claim damages and/or to cancel the part of the contract which has not been fulfilled. The same applies when, after expiry of the delivery date, the subject of the contract or parts thereof have not been accepted or have not been delivered due to a default of the Buyer.

如屬按需分批下單者，雙方視為已同意合理之交貨期限，該期限推定自買方提出交貨要求日起至至少6週。若雙方未約定製造或驗收日期者，賣方得於訂單確認後最遲3個月內，要求買方以書面確定日期。若買方於收到書面通知後2週內未予確定者，賣方得再定1週之寬限期。若該期限屆滿仍未履行者，賣方得解除未履行部分之契約，並/或請求損害賠償。若於交貨期限屆滿後，因買方遲延致契約標的物或其部分未經驗收或未能交付者，亦同此處理。

5. Delays, arising out of acceptance delays of the performed work at the agreed date on Buyer's side have to be notified in writing to the Seller at least one week before the agreed date. If, after receipt and installment of the goods, as well as Seller's declaration of readiness the Buyer fails to give valid written notice of acceptance or name in writing valid grounds for refusal within two (2) weeks, or in any event no later than eight (8) weeks after delivery, or if the Buyer takes the delivered goods or any part thereof into use, the goods shall be deemed to have been duly accepted by the Buyer. In case the Buyer defaults acceptance or culpably breaches other duties of co-operation, the Seller shall be entitled to claim for damages caused thereby, including potential additional costs. Further claims or rights shall remain reserved.

若買方於約定日期無法驗收已完成之工作者，應至少於該日期前1週以書面通知賣方。若賣方貨物交付並安裝完成，且賣方已通知買方可進行驗收，而買方於2週內（或最遲於交貨後8週內）未以書面提出有效之驗收通知，或未以書面說明拒絕之正當理由，或買方已實際使用貨物之全部或一部，均視為買方已正式驗收通過。若買方遲延驗收或違反其他協力義務者，賣方得請求因此所生之損害賠償，包括可能發生之額外費用。賣方之其他權

利不因此受影響並得保留主張。

6. As far as circumstances, not caused by the Seller, complicate, delay or make the fulfillment of accepted orders impossible (Force Majeure), the Seller is entitled to postpone the delivery, the partial delivery or the outstanding delivery for a period equal to the period of the obstruction or to cancel fully or partly the contract without a claim for damages by the Buyer. Force Majeure includes particularly e.g. magisterial intervention, refusal of necessary export approvals, war, revolt, terrorism, governmental acts, business disruption, strikes, lock out, epidemics, interruption of work due to political or economic affairs, shortage of essential raw or working materials, shortage in materials, difficulties with the energy supply, transport delay due to traffic congestion, power failure, acts of god or an inevitable event which affect the Seller, his subcontractors or foreign companies, of which the operations of the plant of the Seller is depending on. The antecedent is also valid if such events occur at a moment at which the Seller is in default. The Seller shall have the same rights if goods required for the order are not available, as the Seller has not been delivered by their subcontractors, although the Seller has concluded a matching cover transaction and the Seller is not otherwise guilty on this. The Seller shall be obligated to inform the Buyer when one of the above-mentioned circumstances occurs, and, in case of withdrawal, to reimburse without delay any considerations already made by the Buyer.

若因不可歸責於賣方之事由，致使履約發生困難、延遲或不能履行（不可抗力），賣方有權於障礙持續之期間，延後全部或部分交貨，或解除全部或部分契約，買方不得因此請求損害賠償。所稱之不可抗力包括但不限於主管機關介入、出口許可遭拒、戰爭、暴動、恐怖攻擊、政府措施、營運中斷、罷工、停工、疫情、政治或經濟因素致停工、原料或能源短缺、因交通壅塞導致之運輸延誤、停電、天災或其他不可避免事件，無論發生於賣方、其分包商或與賣方營運相關之外部供應商，均屬之。即使於賣方已遲延之情況下，前述規定仍有適用。若因供應商未交貨致賣方無法取得履行訂單所需之貨品，且賣方已簽訂對應之採購契約，且非因賣方過失所致者，賣方亦得主張前述權利。賣方應於發生前述情形時通知買方，並於解除契約時立即返還買方已支付之款項。

7. The Buyer can only set an additional respite for delivery, if the agreed delivery date has been exceeded by more than two (2) weeks. This additional respite has to be adequate and last at least three (3) weeks. After unsuccessful expiry of the additional respite the Buyer is entitled to cancel the contract. Any claim for damages against the Seller due to breach of duty shall only exist in accordance with the provisions under fig. IX.

買方僅得於約定交貨日期逾期超過2週後，方可另行設定合理之寬限期供賣方履行。該寬限期應為適當之期間，且不得少於3週。若寬限期屆滿仍未履行者，買方得解除契約。惟因賣方違反義務而產生之任何損害賠償請求，僅得依本條款第9條之規定辦理。

IV. Prices and payment terms 價格與付款條件

1. Unless otherwise agreed the prices for delivery are ex works (INCOTERMS 2020), exclusive packaging, shipping costs and all taxes, duties or levies payable under the applicable law. The Buyer is obligated to pay or reimburse the taxes, duties or levies that are imposed on the Seller or his subcontractors.

除另有約定者外，交貨價格均為EXW即工廠交貨條件（依INCOTERMS 2020），不含包裝費、運輸費及依適用法律應繳之一切稅捐、關稅或其他費用。買方應負責支付賣方或其分包商因交易被課徵之各項稅捐、關稅或其他費用。

2. The Seller shall be entitled to unilaterally increase prices accordingly in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly influence the goods production or procurement costs or costs of the contractually agreed services and if there are more than four months between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase in any or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors with respect to the total cost impact for the delivery. If the new price is 20% or more higher than the original price due to the aforementioned right of price adjustment, the Buyer shall be entitled to withdraw from contracts that have not yet been fully performed. However, the Buyer may assert this right only within seven (7) days after notification of the increased price.

若自契約成立至交貨止間隔超過4個月，且因材料生產成本、原料或產品採購成本、工資及相關附加費用、社會保險費用、能源成本、環境法規所致費用、外匯管制、關稅變動、運輸費或公共費用增加，對貨品之生產或採購成本，或對契約約定之服務成本產生直接或間接影響時，賣方有權依該成本變動情形單方調整價格。但如前述任一或多項成本之增加，已被其他項目成本之降低所抵銷，致整體成本未增加者，則不得調漲價格。若依前述價格調整權調整後之新價格較原價格高出2成（20%）以上者，買方得解除尚未履行

之契約，惟買方應於接獲價格調漲通知後7日內行使該解除權，逾期則視為放棄。

3. Unless otherwise agreed, invoices shall be paid due net in the agreed currency within 14 days from date of invoice. The legal regulations regarding the consequences of default in payment shall be applicable. In case of default in payment by the Buyer, the Seller shall be entitled to stop contractual services until the Buyer has settled the liabilities payable. The Buyer shall reimburse the Seller for the Seller's costs of collection, including legal fees and disbursements, and shall pay interest on all past-due balances at the rate of 1.3% per month.

除另有約定者外，買方應於發票日起14日內，以約定幣別支付全額。付款遲延之法律效果，依相關法律規定辦理。若買方發生遲延付款，賣方有權暫停履行契約項下之服務，直至買方清償所有欠款為止。買方並應負責賠償賣方因此所生之催收費用，包括律師費及相關支出，並應就所有逾期未付之款項，按月息百分之1.3計算利息。

4. Partial deliveries are charged at once and each of them are payable separately, irrespective of the completion of the total delivery.

分批交貨者，賣方得即時開立發票，買方應分別支付，不得因全部交貨尚未完成而遲延付款。

5. The Buyer only is entitled to charge up against the Seller, if the counterclaims are legally stated, undisputed or acknowledged by the Seller. Furthermore the Buyer is entitled to exercise a lien insofar as the counterclaim is based upon the same contractual relationship.

買方僅得以其反請求債權向賣方主張抵銷，惟該反請求權須為經法院確定判決、無爭議或經賣方承認者，始得為之。另買方僅得就基於同一契約關係所生之反請求權，行使留置權。

V. Retention of title 所有權保留

1. The goods remain property of the Seller until all claims against the Buyer out of the business relationship have been fulfilled. With the conclusion of the contract the Buyer authorizes the Seller, on Buyer's expense, to enter or announce the retention of title in the required form and in accordance with applicable national rules in public registers, books or similar documents. The Buyer is obliged to give the Seller any assistance to enable him to take all necessary measures to protect its property. If the Buyer acts contrary to contract, particularly in case of payment delay, the Seller is entitled to take back the goods. The Buyer is obliged to surrender. By taking back the goods the Seller does not cancel the contract, unless the Seller would have made expressly a written declaration thereof. The distress of the goods by the Seller always means a cancellation of the contract. After taking back the goods the Seller is entitled for resale. The revenue is to be deducted from the liabilities – less adequate handling charges – of the Buyer.

於買方清償與賣方所有交易關係下之全部債務前，貨物所有權仍屬賣方所有。契約成立時，買方即授權賣方得由買方負擔費用，依適用法律之規定形式，於相關公示登記簿、帳冊或其他文件中登記或公告所有權保留。買方應協助賣方採取一切必要措施以保障其所有權。若買方違反契約，特別是付款遲延時，賣方有權取回貨物，買方應無條件返還。賣方取回貨物並不當然視為契約解除，除非賣方已以書面明示聲明解除契約。惟若賣方對貨物為強制執行或扣押，則一律視為契約解除。賣方於取回貨物後得轉售，並將所得價金扣除合理處理費用後，抵充買方所欠債務。

2. The Buyer is obligated to take care of the goods; particularly, he is obligated to insure them sufficiently amounting to the replacement value at his own expense against water damages, fire losses and damages due to theft. Provided that maintenance and inspection operations are necessary, the Buyer has to carry them out in time and at its own expense. A fundamental relocation of the goods requires the prior written consent of the Seller.

買方有妥善保管貨物之義務，並由買方自行負擔費用，為產品投保足額之保險。保險金額應相當於重置價值，保險範圍應包括水災、火災及竊盜等風險。若需進行維護或檢驗作業，買方應及時完成並自行負擔費用。若貨物須重大移至他處者，應事先取得賣方之書面同意。

3. The Buyer is entitled to resell the goods in a regular course of business; the Buyer transfers to the Seller all claims amounting to the grand total of the invoice (including VAT), which arise from the resale against third parties, irrespective of whether the goods have been resold without or with modifications. The authorization for collection of receivables also exists after assignment. The Seller's authority to collect the claim by himself will remain unaffected thereof. But the Seller commits not to collect the claims if the Buyer fulfills its payment obligations with the collected sales revenues, the Buyer does not fall behind with payment and particularly, there is no request for insolvency, composition or bankruptcy proceedings or suspension of payment. In these cases, the Seller is entitled to request that the Buyer discloses the conveyed claims and whose debtors, gives all necessary information for collection, hands out all corresponding documents and notifies the assignment to the debtors (third parties).

買方得於正常營業過程中轉售貨物，惟買方因轉售而對第三人所生之全部債權（相當於發票總金額，包含加值型營業稅），無論貨物是否經改造，

均應讓與予賣方。即使買方已將債權讓與，買方仍得繼續收取貨款，但賣方仍保有代為收取該等債權之權利。若買方以轉售收入履行付款義務，且未遲延付款，亦無破產、重整、清算或停止支付之情事，賣方承諾不自行收取該等債權。若發生上述情形時，賣方有權要求買方揭露所讓與之債權及其債務人，提供收取所需之一切必要資訊及文件，並通知債務人（第三人）該債權已讓與之情事。

4. The processing or transformation of the goods always is carried out on behalf of the Seller. If the goods are processed with items, which are not owned by the Seller, he will acquire a co ownership share concerning the new item proportional to the value of the goods (invoiced final amount, including VAT) to the other processed item at the date of processing. This also applies for items resulting due to processing of the goods.

貨物之加工或改造，均視為代表賣方所為。若貨物與非屬賣方所有之物品共同加工，則賣方將依加工當日之貨物價值（發票金額，包含加值型營業稅）與其他物品之價值比例，取得新物品之共同所有權。此規定亦適用於因加工產品而產生之新物品。

5. If, in the case of deliveries abroad, certain additional measures and/or declarations beyond the agreement on the retention of title are required on the part of the Buyer in the importing country in order for the aforementioned retention of title or the other rights of the Seller designated therein to become effective, the Buyer shall notify the Seller thereof in text form and shall carry out or submit such measures and/or declarations without undue delay at its own expense. The Seller shall cooperate in this to the necessary extent. If the law of the importing country does not permit a reservation of title, but allows the Seller to reserve other rights to the delivery item, the Seller may exercise all rights of this kind. To the extent that an equivalent security of the Seller's claims against the Buyer is not achieved thereby, the Buyer shall be obliged to promptly procure for the Seller, at the Seller's expense, other suitable securities in the delivered goods or other securities at the Seller's reasonable discretion. The Buyer's right to judicial review and correction of the Seller's equity decision shall remain unaffected.

若產品交付至境外，且依進口國法律，除所有權保留外，尚要求買方採取額外措施及/或聲明，方能使所有權保留或賣方其他權利生效，買方應以書面通知賣方，並應立即自行負擔費用完成或提交該等措施及/或聲明。賣方應於必要範圍內配合。若進口國法律不允許所有權保留，但允許賣方對產品保留其他權利者，賣方得行使該等權利。若該等權利無法提供相當於賣方對買方債權之擔保，買方應立即依賣方合理判斷，自行負擔費用為賣方提供其他適當之擔保。買方仍保有向法院請求審查並更正賣方衡平判斷之權利。

VI. Passing of the risk 風險移轉

1. The shipment of the goods is carried out by the Seller ex works (INCOTERMS 2020) at the risk of the Buyer. The same applies if the freight and other costs are at the expense of the Seller. The goods are insured by the Seller against transport damages only at the expressly written instruction and on account of the Buyer.

貨物之運送由賣方依EXW即工廠交貨條件（INCOTERMS 2020）方式辦理，運送風險由買方承擔，即使運費及其他費用由賣方負擔，亦同。買方僅於買方以書面明確指示並由買方負擔費用時，始為貨物投保運送保險。

2. If pickup is agreed at the responsibility of the Buyer and not carried out within eight (8) days after the agreed date, the shipment will be carried out by the Seller for account of the Buyer using a type of shipment which seems to be economical to the Seller.

若約定由買方自行提貨，惟買方未於約定日後8日內完成提貨，則賣方得以其認為經濟之方式代為出貨，並由買方負擔相關費用。

3. The risk passes with the handover of the customarily packaged goods to the Buyer, the first freight carrier or the forwarding agent. This also applies for separate partial deliveries and if the Seller has borne the forwarding charges.

貨物於依通常方式包裝後交付予買方、第一運人或貨運代理人時，風險即行移轉。此規定亦適用於分批交貨及運費由賣方負擔之情形。

4. If the shipment is delayed by request of the Buyer or in case of default of acceptance, the risk will pass with notice of readiness for shipment. In this case the storage of the goods is on behalf and at the expense of the Buyer.

若因買方要求延遲出貨，或因買方受領遲延，則貨物風險於賣方通知可供出貨時即行移轉予買方。此時貨物之保管由買方負責，並由買方承擔費用。

5. Transport packaging, selling packaging, re-packaging and any other packaging according to the regulations about packaging will not be taken back, excepting pallets. The Buyer shall be obligated to arrange the disposal of the packaging at its own expense.

運輸包裝、銷售包裝、再包裝及其他依相關法令規定所使用之包材，除棧板外，賣方不予回收。買方應自行負擔費用處理該等包材。

VII. Cooperation Obligations 協力義務

1. The Buyer is obligated to make available to the Seller all information, documents, data, specifications and materials pertaining to the order which are necessary for the successful realization of the hardware/software specifications. Furthermore, the Buyer is obligated to provide a suitable environment for the correct functionality of the hardware/software to be installed; this includes a suitable climate controlled indoor environment, a suitable electric power/compressed air supply and ventilation system, a proper environment for the software.

買方有義務提供賣方完成硬體/軟體規格所需之一切資訊、文件、資料、規格及相關材料。買方並應提供適當之環境，以確保硬體/軟體之正常運作，包括具備空調控制之室內環境、適當之電力/壓縮空氣供應及通風系統，以及適合軟體運行之環境。

2. The Buyer is obligated to provide a Personal Computer with access to the internet and a telephone landline for the Seller's personnel performing installation, training and any subsequent service/maintenance/upgrades intervention within the scope of the warranty. If the Buyer does not purchase the hardware necessary to run the software supplied/sold by the Seller, the Buyer must provide the necessary hardware, free of charge, for the installation of the software. The Buyer is responsible for ensuring, that the hardware meets the requirements set forth and provided by the Seller for the installation of the hardware/software. The Buyer must appoint a contact person, who will be responsible for the project management at the Buyer's site. Software updates provided by the Seller must be installed by the Buyer without delay. The Buyer is also responsible for adequate backup of data.

買方應提供具備網路連線之個人電腦及市內電話，以供賣方人員進行安裝、教育訓練及保固範圍內之後續服務/維護/升級作業。若買方未購買運行賣方所供應/銷售軟體所需之硬體，則買方應免費提供必要硬體以供軟體安裝。買方應確保所提供之硬體符合賣方所列之安裝需求。買方並應指定專責人員，負責於買方場地進行專案管理。賣方提供之軟體更新，買方應即時完成安裝，並自行確保資料之完整備份。

3. The usage of the hardware/software shall be performed by the operators of the Buyer. The Buyer is responsible for the qualification and the quantity of his operators for the use of the purchased goods.

硬體/軟體之使用應由買方操作人員執行。買方應負責其操作人員具備足夠之資格及人數，以確保能正確使用所購貨物。

4. The Buyer is responsible for suitable quality assurance during production usage of the purchased good including but not limited to input control of utilized blank ID documents/consumables prior to usage of the purchased good and output control of produced material after usage of the purchased good.

買方於所購貨物投入生產使用時，應負責建立適當之品質管理措施，包括但不限於在使用所購貨物前，對所使用之空白身分證文件/耗材進行輸入檢驗；以及於使用所購貨物後，對所生產之成品進行輸出檢驗。

VIII. Liability for defects 瑕疵責任

1. The Buyer has to inspect immediately the goods and to give immediately notice in text form to the Seller of any visible defects, particularly obvious ones. This obligation to give notice also applies if defects become visible at a later time. Giving notice shall be regarded as immediately if it is performed within two weeks, with the timely sending of the notice being sufficient for fulfilling the time limit. If the Buyer fails to notify the Seller in due time in writing, the goods shall be considered accepted in relation to these defects. Any liability due to fraudulent conduct shall remain unaffected.

買方應立即檢查貨物，若有任何可見之瑕疵，尤其是明顯之瑕疵，買方應立即以書面通知賣方。若瑕疵於後續始顯現，買方亦應立即以書面通知賣方。於2週內提出通知者，視為立即通知，且以通知寄出之時間符合期限為準。若買方未於前述期限內通知，則該貨物在該等瑕疵部分視為已被買方承認並接受。惟若賣方有故意隱匿瑕疵之行為者，則其責任不受影響。

2. If the goods have defects, the Buyer will be entitled to choose supplementary performance in the form of a removal of defects or delivery of an object free of defects. Replaced, defective parts shall be returned to the Seller and become the property of the Seller. The Seller is entitled to refuse the manner of the chosen supplementary performance, if it only is possible with disproportional costs. Place of performance is the place of the delivering factory in each case. For removal of defects it is to give reasonable time and opportunity to the Seller. The Buyer has to grant to the Seller access to the defective goods, including the disassembly and assembly, without cost to the Seller. For avoidance of doubt, the Seller has no obligation to recover the Buyer's data or software programs contained in the goods.

若貨物有瑕疵，買方得選擇由賣方修補瑕疵或交付無瑕疵之替代品。被替換之瑕疵品應返還賣方並歸賣方所有。若修補方式須耗費顯不相當之費用者，賣方有權拒絕依買方所選方式履行。履行地點為賣方工廠所在

地。買方應給予賣方合理之時間及機會修補瑕疵，並應無償提供賣方進入瑕疵貨物所在地之權限，包括拆卸及重新安裝。為避免爭議，賣方對於貨物中所含賣方之資料或軟體程式，無復原之義務。

3. If the supplementary performance fails despite a repeated attempt, the Buyer will be entitled at its choice to require cancellation or reduction of the purchase price. The cancellation is excluded if the breach of duty by the Seller is insignificant.

若修補措施經多次嘗試仍失敗者，買方得選擇解除契約或減少價金。但若賣方之違約情節輕微者，則買方不得解除契約。

4. The limitation period for claims due to defects is twelve (12) months, beginning from the delivery of the goods.

因瑕疵所生之請求權，其時效期間自貨物交付之日起算12個月。

5. Operational life times for wear parts, such as cutting punches, stencils, milling cutters, bearings, consumables, metering devices and needles, contact equipment, etc. are binding only when they have been assured in writing. The Seller shall not be liable for defects caused by parts not supplied and delivered by him, modifications made without the written consent of the Seller, excessive strain, improper tools and material, faulty or negligent treatment, repairs carried out by the Buyer or third party in an inappropriate manner or for normal wear (especially wear & tear). In addition, the Buyer shall not be entitled to assert any claims related to defective goods if (i) the price of the goods has not been paid in full; (ii) the defective goods result from manufacture, packaging, or delivery in accordance with the Buyer's instructions, from a design or specification supplied by the Buyer, or from the Buyer's failure to disclose relevant and pertinent information to the Seller; (iii) the defects arise from goods being used or combined with a third-party product or software not expressly designated in the Seller's documentation and specifications for the goods, or being operated in a manner other than the intended purpose or ordinary use for which the goods were designed; or (iv) the defects existed in third-party software contained in the goods.

關於耗損零件，如：沖模、模版、銑刀、軸承、耗材、計量裝置、針具、接觸設備等之使用壽命，僅於賣方以書面保證時始具拘束力。若瑕疵係因非賣方供應之零件、未經賣方書面同意之修改、過度使用、不當工具或材料、錯誤或過失之處理、買方或第三人之不當修理或正常耗損所致者，賣方不負任何責任。此外，若有以下情形者，買方不得主張任何請求：(i) 貨款未全額給付；(ii) 瑕疵係依買方之指示進行製造、包裝或交付；或依買方提供之設計或規格，或因買方未向賣方揭露相關且必要之資訊所致；(iii) 瑕疵係因貨物與非賣方指定之第三方產品或軟體結合使用，或以非設計用途或非正常使用之方式操作；(iv) 瑕疵係因貨物中包含之第三方軟體所致。

6. The Seller's liability for defects as set forth herein is non-transferable, non-assignable and is applicable only to the Seller's direct Buyer. Such liability shall not be extended, altered or modified except by written instrument executed by the Seller.

賣方之瑕疵責任僅適用於直接買方，不得移轉或讓與。該責任除非經賣方以書面明示同意者外，亦不得擴張、變更或修改。

IX. Liability for damages 損害賠償責任

1. In case of liabilities of the Seller, which are indispensable by applicable law, such as but not limited to damages to life, body and health, and in case of willful intent or gross negligence, the Seller shall be liable in accordance with statutory provisions.

賣方之責任如屬適用法律所不可免除者，如：生命、身體或健康之損害以及故意或重大過失情形，賣方應依法律規定負責。

2. For direct damages and/or claims arising from Seller's legal liability the Seller is responsible up to an amount not to exceed the price of the particular defective parts, components, or modules of the hardware/software or services.

賣方對於直接損害及/或因法律責任所生之請求，買方之責任以不超過該特定瑕疵零件、組件、硬體/軟體模組或服務之價金為限。

3. The Seller shall not be liable for indirect damages (consequential damages) such as loss of production, loss of profit, recall costs, etc.

賣方對於間接損害（後果性損害），如：生產損失、利潤損失、召回費用等，概不負責。

4. An extended liability for compensation as provided in this fig. IX is excluded, regardless of the character of the asserted claim. This is also valid to personal liability for damages of appointees, employees, assistants, agents and servants of the Seller.

除本條款第9條所定範圍外，任何額外之損害賠償責任，不論所主張之請求權性質為何，賣方概不負責。此一責任限制之規定，亦適用於賣方之受任人、員工、助理、代理人或服務人員之個人責任。

5. As far as the UN Convention on Contracts for the International Sale of Goods (CISG) is applicable, the Seller shall be liable for damages only when being guilty in this respect.

在《聯合國國際貨物買賣契約公約》（CISG）之適用範圍內，賣方僅於其違反公約條款時，始負損害賠償責任。

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6. To the fullest extent permitted by applicable law, the Seller's total liability to the Buyer under this clause, for all causes of action and under all theories of liability, shall be limited to an amount not exceeding the price of the specific defective products within the order under which the liability arises.

在所適用法律允許之最大範圍內，賣方對買方所負之全部責任，無論基於何請求權基礎或法律理論，均以該訂單中具瑕疵之特定產品之價金為上限。

X. Intellectual property rights 智慧財產權

1. The intellectual property rights concerning drafts, drawings, software, products, articles, equipment and any other new designed or developed items created by the Seller or by third parties instructed by the Seller, belong to the Seller, even if the Buyer has borne the expenses for this purpose.

有關賣方或其委託第三人所創作或開發之草稿、設計圖面、軟體、產品、物件、設備及其他新設計或開發之項目，其智慧財產權均屬賣方所有，即使相關費用由買方負擔，亦同。

2. The Buyer may use the provided drawings and plans from the Seller only for the intended purpose. The Buyer is not entitled to use the drawings and plans for any other purpose, particularly not for the reproduction of the supplies or parts of the supplies.

賣方所提供之設計圖面及計畫，僅得供買方於約定目的範圍內使用，買方不得將其用於其他目的，特別不得用於供應品或其零組件之複製。

3. The Seller shall hold harmless, protect and indemnify the Buyer against any and all claims, costs, expenses or liability directly arising out of the alleged infringement or infringement of patent, copyright, trade secret rights in the Buyers' country and as a consequence of the use by the Buyer of the purchased goods in accordance with their technical specifications provided that the Buyer shall promptly notify the Seller in text form of any claim, that no claim may be made after a period of three (3) years from the date of delivery of the purchased goods giving rise to the claim, that the Buyer shall provide all information and give the Seller the opportunity to defend and settle under the responsibility of the Seller any lawsuit in this respect and that the Buyer itself shall refrain from making any admission, declaration or arrangement with the third party raising such claims. The Seller however is not liable for the infringement of intellectual property rights and other rights or patents, resulting from the Buyer's use of the goods against the instructions of the Seller. The same applies for infringements, which arise from process steps, used blank ID documents, unauthorized hardware/software modifications by the Buyer, the manufacture of end products outside the scope of intended purpose of goods as deemed appropriate/reasonable by the Seller and, but not exclusive, any type of criminal and/or illegal enterprise.

賣方應使買方免於因依技術規格正常使用所購貨物而在買方所在國遭受專利權、著作權、營業秘密等智慧財產權之侵權或疑似侵權所直接產生之請求、費用、支出或責任，惟買方應即時以書面通知賣方任何侵權主張，且自引起該請求之貨物交付日起3年後即不得再提出請求，買方並應提供所有必要資訊，並允許賣方在其責任下進行抗辯及和解，且買方不得自行向提出該等請求之第三人作任何承認、聲明或達成協議。若因買方違反賣方指示使用貨物而致之侵權，賣方不負責任。於因製程步驟、使用空白身分證文件、未經授權之硬體/軟體修改、製造超出貨物預定用途以外之最終產品，或涉及任何形式之犯罪及/或非法行為所致之侵權，賣方亦不負責任。

XI. Export Control 出口管制

1. The Buyer shall not sell, directly or indirectly, export or re-export, transfer or otherwise make available any goods supplied under or in connection with this contractual relationship (i) to the Russian Federation or Republic of Belarus or for use in the Russian Federation or Republic of Belarus any goods supplied under or in connection with the contractual relationship that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g and 8ga of Council Regulation (EU) No 765/2006, or (ii) any country or region subject to any United States Government export embargo, or any person or entity located in any such country.

買方不得直接或間接銷售、出口或再出口、轉讓或以其他方式提供本契約關係下所供應之貨物：(i)至俄羅斯聯邦或白俄羅斯共和國，或供俄羅斯聯邦或白俄羅斯共和國使用，且屬於歐盟理事會規則833/2014 號第12g條及第765/2006號第8g、8ga條所規範之貨物；或(ii)至任何受美國政府出口禁運之國家或地區，或位於該等國家之任何人或法人。

2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

買方應盡最大努力，確保本條款第1項之目的不因商業鏈下游之第三人（包括可能之轉售商）而受阻。

3. Any violation of paragraphs 1 or 2 shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

買方若違反本條款第1項或第2項者，視為重大違約，賣方得採取適當救濟，

包括但不限於終止本契約。

4. The Buyer shall immediately inform the Seller about any problems in applying paragraphs 1 or 2, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph 1 or 2 within two weeks of the simple request of such information.

買方應立即通知賣方任何於履行本條第1項或第2項義務上之問題，包括任何可能阻礙第1項目的之第三人行為。買方應於賣方提出簡單要求後2週內，提供有關遵循本條第1項或第2項義務之資訊予賣方。

5. The legally binding conclusion of the Contract and Seller's obligation to fulfil the Contract is subject to the proviso that neither the conclusion nor the fulfillment is prevented by any impediment arising out of applicable national or international foreign trade and customs requirements or embargoes (or other sanctions).

契約之成立及賣方履約義務，均以不受適用之國內或國際貿易、海關規定或禁運（或其他制裁）所阻礙為前提。

6. The Buyer and the Seller must provide all information and documents necessary for the delivery (e.g. export, intra-community transfer, transfer (in-country), transit, import) and/or required by any competent authority or other state institution.

買方與賣方均應提供交貨所需之一切資訊及文件，如：出口、歐盟內部移轉、境內移轉、轉運、進口及/或主管機關或其他國家機構要求之資料。

7. Delays due to export control inspections or official approval procedures shall invalidate deadlines and delivery times.

因出口管制檢查或官方核准程序所致之延誤，應使原定之期限及交貨時間失其效力。

8. If the termination of the Contract is necessary to comply with national and international laws, the Seller is entitled to terminate the Contract without notice.

若因遵守國內或國際法律而有終止契約之必要者，賣方得不經通知即終止契約。

9. The Buyer shall not be entitled to claim damages or other rights for the non-conclusion of this Agreement or for any non-fulfillment or delayed fulfillment resulting from one of the above-mentioned impediments. In the event of termination, the claim for damages or other rights by the Buyer due to termination shall be excluded.

買方不得因本契約未成立，或因上開障礙所致之不履行或延遲履行，而主張任何損害賠償或其他權利。若契約因此終止，買方亦不得因終止而主張任何損害賠償或其他權利。

XII. Additional clauses 附加條款

1. The use and the collecting of personal data will be handled in compliance with the applicable data protection laws. The Seller reserves the right to use the Buyer's personal data, which the Seller has received due to the contractual negotiations or execution of the contract, for advertising purposes of the Mühlbauer Group, for example sending an email newsletter. The Buyer may object to this use for advertising purposes at any time by notice to the Seller.

個人資料之使用及蒐集，應依適用之個人資料保護法辦理。賣方保留使用因契約談判或履行而取得之買方個人資料，作為紐約集團之行銷用途，如：寄送電子郵件、新聞稿。買方得隨時以通知賣方之方式，拒絕其個人資料被用於行銷目的。

2. The law of Taiwan, Republic of China shall be applicable.

本條款適用中華民國（台灣）法律。

3. The assignment of claims against the Seller to which the Buyer is entitled due to the business relation, shall be excluded.

買方基於交易關係對賣方所享有之債權，不得讓與。

4. Unless otherwise stipulated in the order confirmation of the Seller, place of performance is the business location of the Seller.

除非賣方之訂單確認另有約定者外，履行地為賣方之營業所在地。

5. Jurisdiction is for any of the contractual disputes, which arise directly or indirectly, the location of the Seller. The Seller also reserves the right to submit all disputes to the place of general jurisdiction of the Buyer or to an arbitration court under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The place of arbitration shall be Taipei, Taiwan. The arbitral tribunal shall consist of one or more arbitrators appointed in accordance with the said Rules. The language of the proceedings shall be English. The arbitration fee shall be borne by the losing party unless otherwise is determined.

對於因本條款所生之爭議，不論直接或間接，管轄法院均為賣方所在地之法院。賣方並保留得將所有爭議提交至買方一般管轄地法院，或依國際商會（ICC）仲裁規則提交仲裁之權利。仲裁地為臺灣臺北。仲裁庭由一名或多名仲裁人依前述規則指定。仲裁程序之語言為英文。仲裁費用由敗訴方負擔，除非另有裁定。

6. If one of the preceding conditions is ineffective, the effectiveness of the regulations about acceptance and these terms and conditions for the rest will remain unaffected thereof. Any clauses, becoming ineffective,

will be replaced by new clauses, which achieve the equal economic success. As far as clauses have not become an integral part of this terms and conditions, the subject matter of contract insofar acts in accordance with the legal regulations.

若前述條款之一被認定為無效者，關於驗收之規定及本條款其餘部分之效力均不受影響。任何失效之條款，應以能達成相同經濟效果之新條款取代。凡未納入本條款之事項，則應依法律規定辦理。