

銷售條款

This document states the Products, Services and General Terms provided by Higgstec Inc. Contain within applies to each Order placed by Buyer to Higgstec Inc. Buyer is obligated to review and practice the terms within. If any disagreement on the contain occurs, Buyer is required to notify Higgstec in written form at least 30 days before date of shipment. Without any formal notification, Higgstec will consider Buyer has read, understood and accepted all terms within this document.

1. Pricing and Payment

Upon Higgstec's acceptance of a written purchase order, Higgstec will supply Products at the price stated in Higgstec's quotation, or if no quotation exists, then in Higgstec's price list. Higgstec reserves the right to revise prices if Buyer has not placed an order for products or services subject to any quotation given to Buyer within thirty (30) days of the date on the quotation. In all other cases, Higgstec reserves the right to revise prices at any time without notice prior to the date of shipment of the products. Payment is made either in United States Currency or New Taiwan Dollars. If Buyer fails to make the payment or payment term is unacceptable to Seller, Higgstec, in its sole discretion, may require remedies or terminate the Order. Higgstec reserves the right to charge Buyer interest at 1.5% per month or the maximum legal rate, whichever is less, for any payments more than thirty (30) days overdue. Buyer shall also pay collection costs or court costs plus reasonable attorneys' fee if its account is referred to a collection agency or attorney for collection.

2. Shipments

2.1 Shipment will be made to the location no later than the date specified on PI. Higgstec is not obligated to stock Buyer's Products. If Buyer postpones the delivery in its interest, Higgstec will require Buyer to ship the Products out of Seller's estate. Higgstec has the right to charge the Buyer for stocking its products not delivering on schedule. Buyer should contact Higgstec for current lead-times for specific Products. Product delivery is accepted as posted in signed PI for both parties. If only a partial Product shipment is available on the scheduled shipment date, Higgstec will contact Buyer and obtain consensual alternatives before the Product ships out.

2.2 Higgstec is not responsible for the delay or inability to deliver Product caused by acts of God, legal restrictions, labor strikes, or any other conditions beyond the control of Higgstec. If Product production is suspended or terminated due to events or accidents beyond Higgstec's control, Buyer agrees to accept and pay for the amount of customized Products prescribed in the Order that Higgstec is able to ship. If unexpected shortage happen in raw material, substrate, component or

items necessary for manufacturing the Products, Higgstec will, according to professional judgment, replace the shortage with equitable to ensure the quality and successful production of the Products.

2.3 Shipment within Taiwan is realized as EX WORKS Higgstec's plant, otherwise F.O.B. Taiwan is applied. For international shipment Buyer assumes the overall risk of loss after Products are delivered from Higgstec to the carrier. Buyer has the responsibility at (a) all freight, sales and other taxes, customs duties, bank charges, insurance costs, and other expenses related to the Product shipment to the Buyer; (b) Insuring the Product while in transit and (c) compliance with all governmental approvals and other compliance with export/import requirements relating to Product shipments outside Taiwan.

3. Order Change or Cancellation

If Buyer (a) changes an Order with respect to the quantity or quality specification or (b) cancel an Order (c) postpone a delivery, Buyer needs to notify Higgstec in written form not less than 30 days before the scheduled delivery date. Higgstec will not accept cancellation of Customized Products after PI being signed back from Buyer.

4. Custom Tooling

Unless otherwise agreed in writing, all material, processes, equipments, facilities and custom tooling, including but not limited to molds, patterns and other special parts or components, used in the production of the products covered by an order shall be and remain the property of Higgstec. Higgstec agrees to maintain all custom tooling furnished by Higgstec in operating condition for its ordinary life, but not more than two years after the completion of the most recent production order.

5. Inspection and Errors

Unless Buyer notifies Higgstec in writing thirty (30) days from the date of shipment of any products that said products are rejected. They will be deemed to have been accepted by Buyer. Buyer must also specify the reasons for the products being rejected in order for the notice of rejection to be effective. Buyer assumes responsibility for errors in sketches, print, specifications and samples submitted to Higgstec and/or approved by Buyer. Higgstec reserves the right to correct apparent or stenographic errors or omissions.

6. Discontinuation

Higgstec reserves the right to discontinue providing products or services to Buyer upon Buyer's failure to perform any material obligation under the terms and conditions set forth herein. Buyer's obligation to pay all amounts owing to Higgstec pursuant hereto will survive any Higgstec discontinuation or termination.

7. Warranty

7.1 Higgstec Inc. warrants that all standard Products will be free of defects in materials and workmanship for Two (2) years from the date of shipment. Buyer is obligated to contact Higgstec to confirm the Warranty Period for customized products. If not, the applicable and appropriate Warranty Period is determined by Higgstec.

7.2 Warranty is not applied to the following conditions: (i) improper installation or testing, (ii) operated in an unsuitable environment, (iii) use of the Product other than what it is designed for, (iv) failure to monitor or operate in accordance with applicable Seller specifications and good industry practice, (v) removal, attachment or alteration of any part without Higgstec 's authorization , (vi) unusual mechanical, physical or electrical stress, (vii) Product modified or damaged through misuse, accident, negligence or subsequent manufacturing operations or assemblies by anyone other than Higgstec .

7.3 No product may be returned to Higgstec without Higgstec's prior consent. Within the Warranty Period, Buyer must notify Higgstec in written form on the failure in detail of the Product to request a Return Authorization Number within thirty (30) days from discovery. If any DOA (Defect on Arrival) exists, Buyer is required to claim within one week after the Product is received. Higgstec determines whether to grant the DOA and arranges replacement after detail description in image and written form are received. Buyer should package the defective Product in its original shipping carton (or equivalent material) before ship back to Higgstec. The shipping of returned Products is at Buyer's own expense and risk.

7.4 If the Product fails to meet the warranty set forth above, Higgstec shall correct such failure by, at Higgstec 's discretion, either (i) modify or repair the Product or (ii) replacing the Product. Higgstec has the responsibility to modify, repair or replace and return the shipment of the Product with minimum insurance to Buyer. Buyer is advised to insure the product at all time; otherwise Buyer shall bear the risk of loss or damage during the transit. If the returned products are found to be non-defective, Buyer is obligated to reimburse all shipping costs occurred in resending the returned product from Higgstec to Buyer.

7.5 Higgstec 's statements, engineering/technical information, and recommendations are meant to provide for Buyer's convenience, but the accuracy or completeness thereof is not warranted. If Buyer supplies any raw material or component in making a Product, Higgstec has no responsibility for any deficiencies of the Product, including failure to meet the applicable specifications. Higgstec will operate and practice normal operation while using items provided by Buyer. Buyer bears the risk of loss for all Buyer supplied items.

7.6 If the defective Product is unable to be modified or repaired, Higgstec shall, at Higgstec 's discretion, either refund or credit to Buyer's account based on the value stated in corresponding PI.

7.7 Under no circumstances, should Higgstec be liable for the cost of procurement or installation of substitute goods by Buyer or for any consequential, indirect or incidental damages.

8. Product Ownership

Unless both parties agree otherwise all Product ownership belongs to Higgstec , these include, all patent rights, titles, license, royalties, copyrights, trademarks or trade names. Buyer will not disclose any confidential information to other parties, until and unless Higgstec has agreed to do so.

9. High-Risk Applications

Unless otherwise specified, all Higgstec 's Product are not meant to be designed, manufactured, tested or qualified to use in any high-risk application, including the following: life support, medical device directly connected to life support equipments, vehicle control or any which the application may result in personal injury, death or significant property damage.

10. General Provision

These terms shall continue to be effective until all obligations hereunder have been performed. Conditions or services within may only be modified by a written document signed by authorized representatives from both parties. With integrity, Higgstec will do the best to help Buyer to resolve the problem arising from sales activities.