

Versuni General Conditions of Purchase	飛軒理一般採購條款
<p>1. Definitions</p> <p>"Agreement" means these conditions, together with the Purchase Order and any agreed statement of work describing the Goods/Services to which the Purchase Order relates;</p> <p>"Confidential Information" means all information or material in any form provided by or on behalf of either party to the Agreement in connection with the Agreement, whether provided before or after the effective date thereof;</p> <p>"Versuni" means the purchasing entity identified in the purchase order, together with its affiliates benefiting from the Agreement;</p> <p>"Versuni Materials" means the materials, data and other property (including all intellectual property) as made available by Versuni to Supplier in connection with this Agreement;</p> <p>"Versuni Supplier Website" shall mean www.versuni.com/suppliers or such other website as communicated by Versuni;</p> <p>"Goods/Services" means the goods and/or services detailed in the Purchase Order issued by Versuni Supplier;</p> <p>"Intellectual Property Rights" (or "IPR") means all intellectual property rights of any nature applied for or existing anywhere in the world for their full term and together with any revivals, renewals or extensions.</p> <p>"Purchase Order" means the Versuni purchase order issued by Versuni to procure Goods/Services from the Supplier, to which these conditions are attached by reference;</p> <p>"Policies" shall mean all policies that Versuni requires for the supply of Goods/Services, as evident from the Versuni Supplier Website;</p> <p>"Supplier" means the supplying entity identified in the purchase order, together with its affiliates;</p> <p>"Third Party Claim" means any claim from a third party that the Goods/Services or the use thereof by Versuni infringes the rights of any person;</p> <p>"Unwanted content" shall mean material which breaches any applicable laws; which is listed on the restricted content list on the Versuni Supplier Website; contains open source software; or is offensive or defamatory;</p>	<p>1. 定義</p> <p>"本合約"指本條款、採購訂單和任何雙方意定的描述採購訂單所涉及的商品/服務的工作說明書;</p> <p>"保密信息"指本合約任何一方或其代表以任何形式提供的與本合約有關的所有信息或材料，無論是在本合約生效日期之前還是之後提供;</p> <p>"飛軒理"指採購訂單中確定的採購實體及其受益於本合約的關聯公司;</p> <p>"飛軒理材料"指飛軒理向供應商提供的與本合約有關的材料、資料和其他財產（包括所有智慧財產權）;</p> <p>"飛軒理供應商網站"指www.versuni.com/suppliers或飛軒理公佈的其他網站;</p> <p>"商品/服務"指飛軒理向供應商發出的採購訂單中詳述的商品和/或服務;</p> <p>"智慧財產權"指在世界任何地方申請或存在的任何性質的所有智慧財產權，涵蓋其整個有效期限以及任何重新生效、續期或延期的期限。</p> <p>"採購訂單"指飛軒理為從供應商處採購商品/服務而發出的飛軒理採購訂單，該採購訂單引用了本條款，因此本條款構成該採購訂單的一部分;</p> <p>"政策"指飛軒理要求的與商品/服務供應有關的所有政策，具體如飛軒理供應商網站所示;</p> <p>"供應商"指採購訂單中確定的供應實體及其關聯公司;</p> <p>"第三方索賠"指第三方就商品/服務或飛軒理對商品/服務的使用侵犯任何人的權利而提出的任何索賠;</p> <p>"禁止內容"指以下材料：違反任何適用法律法規的材料；被列入飛軒理供應商網站所載限制內容清單的材料；包含開放原始碼的材料；或具有攻擊性或誹謗性的材料；</p>
<p>2. Formation of the Agreement</p> <p>2.1 The Agreement is binding upon Supplier after accepting the Purchase Order as evidenced by acknowledgement, supply of Goods and/or performance of Services. <u>Versuni expressly rejects Supplier's general conditions of sale.</u></p> <p>2.2 This Agreement contains the whole agreement between the parties and replaces all other arrangements on the subject matter, other than duly signed agreements between the parties relating to the provision of the Goods/Services.</p> <p>2.3 Supplier shall submit invoices in accordance with any instructions included in the PO.</p>	<p>2. 合約的訂立</p> <p>2.1. 本合約在供應商接受採購訂單的情況下（供應商確認該採購訂單、供應商品和/或履行服務的，視為供應商接受採購訂單）對供應商具有約束力。 <u>飛軒理明確拒絕供應商的通用銷售條款。</u></p> <p>2.2. 本合約包含雙方之間的完整約定，並取代雙方就合約標的達成的所有其他安排，但雙方就提供商品/服務正式另有簽署合約者，不在此限。</p> <p>2.3. 供應商應根據採購訂單中的指示提交發票。</p>
<p>3. Supply of Goods/Services</p> <p>3.1 Supplier warrants that it is willing and able to perform its obligations under the Agreement; and that the Goods/Services shall not infringe rights of third parties, including IPR.</p> <p>3.2 Supplier warrants that the Goods/Services are supplied in accordance with the Purchase Order; shall be new and free from defects; will not include Unwanted Content; and shall be fit for the purpose for which the Goods/Services</p>	<p>3. 商品/服務的提供</p> <p>3.1. 供應商保證，其願意並有能力履行其在本合約項下的義務；商品/服務不得侵犯第三方的權利，包括智慧財產權。</p> <p>3.2. 供應商保證按照採購訂單提供商品/服務；商品/服務全新且無缺陷；商品/服務不包含禁止內容；並適合於供應商商品/服務的目的。</p> <p>3.3. 未經飛軒理事先書面同意，供應商不得進行任何影響商品的變更，包括製造工藝或製造地點的變更。</p>

<p>are supplied.</p> <p>3.3 Supplier shall not, without prior written consent of Versuni, make any changes affecting Goods, including changes to manufacturing processes or manufacturing location.</p> <p>3.4 In the event that Supplier anticipates any difficulty in supplying Goods/Services within the agreed timeframe, Supplier shall promptly notify Versuni.</p> <p>3.5 Goods shall be delivered to the agreed delivery location. Risk to Goods shall transfer to Versuni after delivery and, where applicable, installation of the Goods. Ownership of Goods shall transfer on the earlier of delivery and payment of invoice.</p> <p>3.6 After having had a reasonable opportunity to inspect the Goods/Services after delivery, Versuni will be deemed to have accepted the Goods/Services. In case of a latent defect, acceptance is deemed after a reasonable time after the defect has become apparent.</p> <p>3.7 Versuni may inspect Goods/Services after they are supplied and may inspect the manufacturing location of Goods. Supplier shall provide reasonable assistance to inspection personnel.</p> <p>3.8 <u>If Goods/Services do not conform to the requirements of the Agreement, Versuni may require Supplier to repair or replace rejected Goods (including Goods in the same lot with the same characteristics) or re-perform the Services at Supplier's costs, within the time reasonably set by Versuni. Supplier shall bear costs of transportation. Versuni may also reduce the price in the same proportion as the value of the Goods/Services as delivered.</u></p>	<p>3.4. 如果供應商預計在商定的時間內供應商品/服務有任何困難，應及時通知飛軒理。</p> <p>3.5. 商品應交付至約定的交付地點。商品的風險應在交付和安裝（如適用）後轉移給飛軒理。商品的擁有權應在交付商品或支付發票費用之日轉移，以較早者為準。</p> <p>3.6. 在商品交付飛軒理，且飛軒理已經有合理機會檢查商品/服務后，可視為飛軒理已接受商品/服務。如有潛在缺陷，在缺陷顯現且經過一段合理時間后可視為飛軒理已驗收該商品。</p> <p>3.7. 飛軒理可在商品/服務提供后對其進行檢查，並可檢查商品的製造地點。供應商應向檢驗人員提供合理協助。</p> <p>3.8. <u>如果商品/服務不符合本合約的要求，飛軒理可要求供應商在飛軒理合理設定的時間內修理或更換被拒收的商品（包括具有相同特性的同批商品）或重新提供服務，費用由供應商承擔。供應商應承擔運輸費用。飛軒理還可以按照已交付商品/服務的價值按比例降低採購價格。</u></p>
<p>4. Prices; Invoicing; Payment</p> <p>4.1 Supplier shall invoice Versuni in accordance with the agreed payment schedule, or otherwise after delivery/completion of the corresponding Goods/Services, within a period not exceeding six months as of the date of delivery/completion. The invoice shall contain the Purchase Order Number, VAT registration number and wording that shall allow Versuni to deduct taxes where applicable.</p> <p>4.2 Fees set out in the Purchase Order are gross amounts and exclusive of any value added or similar tax ("Tax"). Supplier is responsible for paying Tax, but may charge Tax to Versuni, provided such Tax charge is separately mentioned on the invoice.</p> <p>4.3 Subject to the acceptance of the Goods/Services by Versuni, the payment term for any fee is 95 days from end of the month (95 EOM) following the date of correct invoice, unless mandatory local law dictates otherwise.</p> <p>4.4 <u>Supplier shall not be entitled to any other consideration for the provision of the Goods/Services than the fees set out in the Purchase Order. Payment by Versuni does not release Supplier from its obligations under the Agreement</u></p> <p>4.5 <u>If Supplier fails to fulfill any of its obligations under the Agreement, Versuni shall notify Supplier and may suspend payments.</u></p> <p>4.6 <u>Versuni shall have the right to set-off amounts that it or any of its affiliates owes to Supplier or its affiliates under this Agreement with amounts that Supplier or its affiliates owes to any Affiliate of Versuni.</u></p>	<p>4. 價格; 開具發票; 付款</p> <p>4.1. 供應商應按照約定的付款時程表或在交付/完成相應商品/服務后，在交付/完成之日起不超過六個月的期限內，向飛軒理開具發票。發票應包含採購訂單號、增值稅註冊號以及允許飛軒理扣除稅款的内容（如適用）。</p> <p>4.2. 採購訂單中規定的費用為總金額，不包括任何增值稅或類似稅款（“稅款”）。供應商負責繳納稅款，但可向飛軒理收取稅款費用，前提是該稅款在發票上單獨列示。</p> <p>4.3. 在飛軒理接受商品/服務的前提下，任何費用的付款期限為正確發票開具日期后的當月月底（95 EOM）起95天，但當地法律另有強制規定者應優先適用。</p> <p>4.4. <u>除採購訂單中規定的費用外，供應商無權獲得供應商商品/服務的任何其他報酬。飛軒理付款不免除供應商在本合約項下的義務。</u></p> <p>4.5. <u>如果供應商未能履行其在本合約項下的任何義務，飛軒理應通知供應商並可暫停付款。</u></p> <p>4.6. <u>飛軒理有權將其或其任何關聯公司在在本合約項下欠供應商或其關聯公司的款項與供應商或其關聯公司欠飛軒理任何關聯公司的款項進行抵銷。</u></p>

<p>5. Ownership and Intellectual Property</p> <p>5.1 All Versuni Materials will remain property of Versuni and shall be used solely for the purpose of fulfilling orders from Versuni. Versuni Materials shall be marked as owned by Versuni, shall be held at Supplier's risk and expense in safe storage, and shall be returned promptly upon Versuni's request.</p> <p>5.2 Versuni shall own all IPR in any output/materials arising from the Goods/Services, and Supplier shall assign all IPR developed under this Agreement (foreground IPR) to Versuni. Supplier remains the owner of all pre-existing IPR and IPR not developed under this Agreement (background IPR).</p> <p>5.3 The purchase of the Goods/ Services shall confer on Versuni and its Affiliates a world-wide, royalty- free, non-exclusive and perpetual license, including the right to sublicense, under all background IPR) controlled by Supplier to the extent necessary for Versuni to utilize the Goods/Services for the purpose for which the Goods/Services are supplied.</p>	<p>5. 擁有權和智慧財產權</p> <p>5.1. 所有飛軒理材料均為飛軒理的財產，僅用於履行飛軒理的訂單。飛軒理材料應標記為歸飛軒理所有，應由供應商承擔風險和費用進行安全儲存，並應在飛軒理要求時及時歸還。</p> <p>5.2. 飛軒理擁有商品/服務產生的任何產出/材料中的所有智慧財產權，供應商應將在本合約項下開發的所有智慧財產權（前景智慧財產權）轉讓給飛軒理。供應商仍然是所有先前存在的智慧財產權和不是在本合約項下開發的智慧財產權（背景智慧財產權）的擁有者。</p> <p>5.3. 一旦採購商品/服務，則視為針對供應商控制的所有背景智慧財產權，向飛軒理及其關聯公司授予一項全球有效、免授權使用費、非排他性和永久性的授權（包括再授權），授權飛軒理將商品/服務使用於提供這些商品/服務的目的。</p>
<p>6. Information Security and Personal Data</p> <p>6.1 Each party shall ensure that processing of data, and transmission of personal data to the other party, complies with applicable laws, including any required privacy notices or consents to individuals concerned.</p> <p>6.2 Where Supplier processes personal data on behalf and for the benefit of Versuni, it shall do so only in accordance with the instructions of Versuni as documented in the Agreement. Supplier shall implement appropriate measures designed to ensure security of data processing, including confidentiality obligations on relevant personnel, and shall transfer personal data only to sub- processors (to the extent notified to Versuni) under a written contract that imposes obligations similar to those imposed to Supplier. Supplier shall provide reasonable assistance to enable Versuni to carry out data protection impact assessments; to comply with the rights of data subjects; and to comply with data protection legislation to which Versuni is subject. Upon the request of Versuni, Supplier shall enter into ancillary data processing agreement Supplier shall return or destroy personal data obtained under this Agreement after delivery of the Goods/Services.</p> <p>6.3 Supplier shall have in place an information security management framework to protect Versuni Materials and personal data, and shall at a minimum include protection against loss and unauthorized alteration and access.</p>	<p>6. 信息安全和個人資料</p> <p>6.1. 各方應確保資料的處理以及向另一方傳輸個人資料符合適用法律，包括任何要求的隱私聲明或相關個人的同意。</p> <p>6.2. 如果供應商代表飛軒理併為飛軒理的利益處理個人資料，則供應商應僅按照合約中載明的飛軒理指示進行處理。供應商應採取適當措施，確保資料處理的安全性，包括要求相關人員履行保密義務，並應僅在簽訂書面合同的前提下，將個人資料傳輸給受託處理者（在事先通知飛軒理的範圍內），且前述書面合同約定的受託處理者義務應當與供應商承擔的義務類似。供應商應提供合理協助，支援飛軒理進行資料保護影響評估；遵守資料當事人的權利；並遵守飛軒理必須遵守的資料保護法規。應飛軒理的要求，供應商應簽訂輔助資料處理合約。供應商應在交付商品/服務後歸還或銷毀在本合約項下獲得的個人資料。</p> <p>6.3. 供應商應建立信息安全管理框架，保護飛軒理材料和個人資料，至少應包括防止滅失和未經授權更改和觸及的措施。</p>
<p>7. Compliance</p> <p>7.1 Supplier shall inform Versuni if it is or becomes aware that Goods/Services are subject to applicable export control laws, and shall confirm export controls classification of Goods/Services upon written request.</p> <p>7.2 Supplier shall provide declarations of origin sufficient to satisfy the requirements of the customs authorities of the country of receipt and applicable export controls laws.</p> <p>7.3 Supplier shall act in compliance with all Policies.</p>	<p>7. 合規性</p> <p>7.1. 如果供應商獲知商品/服務受適用出口管制法律的約束，則應通知飛軒理，並應根據書面請求確認商品/服務的出口管制分類。</p> <p>7.2. 供應商應提供充分的原產地聲明，以滿足接收國海關當局和適用出口管制法律的要求。</p> <p>7.3. 供應商應遵守所有政策。</p>

<p>8. Force Majeure</p> <p>In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of an event unforeseeable and beyond the control of Supplier (force majeure) and Supplier has provided sufficient proof thereof, the performance of the obligation concerned and corresponding payments shall be suspended for the duration of the force majeure. Versuni shall be entitled to terminate the Agreement with immediate effect by written notice and without any compensation to Supplier if the circumstance constituting force majeure endures for more than thirty (30) days. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.</p>	<p>8. 不可抗力</p> <p>如果供應商因不可預見且超出供應商控制範圍的事件（不可抗力）而無法履行其在本合約項下的任何義務，且供應商已提供足夠的相關證據，則雙方可在不可抗力持續期間暫停履行相關義務和相應付款。如果構成不可抗力的情況持續超過三十（30）天，飛軒理有權通過書面通知立即終止本合約，且無需向供應商支付任何賠償。在任何情況下，供應商遭遇的不可抗力均不包括人員或生產材料或資源短缺、罷工、未正式宣佈的流行病或全球大流行病、與供應商簽訂合同的第三方違約、供應商的財務問題，也不包括供應商無法獲得所提供軟體的必要授權或與所提供商品或服務有關的必要法律或行政核准或授權。</p>
<p>9. Indemnification & Liability</p> <p>9.1 <u>Supplier shall indemnify Versuni, its affiliates, employees and directors against all Third Party Claims, actions, administrative proceedings, damages (including indirect or consequential damages), judgments, penalties, costs and expenses as caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods/Services.</u></p> <p>9.2 <u>In respect of any Third Party Claim, Versuni shall notify Supplier and each party will at Supplier costs provide reasonable cooperation to the other part in the defence and settlement of the claim. Upon its request, Supplier will have sole authority to defend or settle a Third Party Claim, provided that Supplier keeps Versuni informed of material developments in defending the Third Party Claim and Supplier unconditionally and in writing releases Versuni of all liability in respect of the Third Party Claim.</u></p> <p>9.3 <u>Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.</u></p> <p>9.4 <u>Subject to Clause 9.1, neither party shall be liable for indirect, consequential or other special damage.</u></p>	<p>9. 賠償和責任</p> <p>9.1. <u>對於因供應商或任何在其指示或控制下或代表其行事的人的作為、不作為、過失、違反明示或默示保證、違反本合約的任何約定或疏忽而導致的與商品/服務有關的所有第三方索賠、訴訟、行政訴訟、損害（包括間接或後果性損害）、判決、罰款、成本和費用，供應商應賠償飛軒理、其關聯公司、員工和董事。</u></p> <p>9.2. <u>對於任何第三方索賠，飛軒理應通知供應商，各方應在索賠的抗辯和解決中合理配合另一方，費用由供應商承擔。應供應商的要求，供應商可全權負責第三方索賠的抗辯或解決，前提是供應商向飛軒理通報第三方索賠抗辯的重大進展，並且供應商無條件以書面形式免除飛軒理與第三方索賠有關的所有責任。</u></p> <p>9.3. <u>任何一方均不排除或限制其因自身過失、詐欺而導致的死亡或人身傷害責任或法律規定不能排除或限制的任何責任。</u></p> <p>9.4. <u>在符合第 9.1 條的前提下，任何一方均不對間接、後果性或其他特殊損害承擔責任。</u></p>
<p>10. Suspension and Termination</p> <p>10.1 Either party may suspend the performance of its obligations under the Agreement in the event that the other party:</p> <ol style="list-style-type: none"> Avails itself or becomes subject to any proceeding under bankruptcy laws or any other statutes or laws relating to insolvency or protection of the rights of creditors; ceases or threatens to cease to carry on business in the ordinary course; breaches a material obligation under the Agreement, which cannot be remedied or 	<p>10. 暫停和終止</p> <p>10.1. 如果一方出現以下情況，另一方可暫停履行其在本合約項下的義務：</p> <ol style="list-style-type: none"> 觸發破產法律或任何其他與資產不足清償債務或債權保護有關的法令項下的任何程序，或開始受限於前述情形； 停止或可能將停止開展正常商務活動； 違反本合約項下的重大義務，且無法補救或在通知方發出書面通知之日起 14 天內未予以補救。 <p>10.2. <u>飛軒理可在提前七天向供應商發出書面通知后終止本合約。</u></p>

<p>otherwise is not remedied within 14 days of the date of written notice of notifying party.</p> <p>10.2 <u>Versuni may terminate this Agreement for convenience by giving seven days prior written notice to Supplier.</u></p> <p>10.3 <u>Upon termination, Supplier shall be entitled to the fees set out in the Purchase Order in the same proportion as the quantity of Goods/Services as delivered. Supplier shall refund Versuni for fees related to the Goods/Services that has not been delivered. Termination shall not affect rights of either party accrued prior to termination.</u></p>	<p>10.3. <u>終止后，供應商有權就其已經交付的商品/服務，按比例收取本合約約定價款。供應商應向飛軒理退還飛軒理已經支付的但尚未發生的費用。終止不影響任何一方在終止前產生的權利。</u></p>
<p>11. Confidentiality</p> <p>Supplier shall not use any Confidential Information other than for the purpose of the Agreement and shall not release any publication of any sort in relation to the Agreement without prior written consent of Versuni. This includes any use of Versuni's name and brands carried by Versuni in any marketing materials.</p>	<p>11. 保密</p> <p>未經飛軒理事先書面同意，供應商不得將任何保密信息用於本合約以外的目的，也不得以任何形式發佈與本合約有關的任何信息。這包括在任何行銷材料中使用飛軒理的名稱和品牌。</p>
<p>12. Miscellaneous</p> <p>12.1 Supplier shall not assign or subcontract any of its rights or obligations under the Agreement without the prior written consent of Versuni.</p> <p>12.2 Versuni may upon notice to Supplier assign or subcontract any of its rights or obligations under the Agreement.</p> <p>12.3 The Agreement shall be governed by and construed in accordance with the laws of the location where Versuni is registered, as applicable.</p> <p>12.4 <u>Supplier and Versuni each consent to the exclusive jurisdiction of the competent courts (i) where Versuni is located; or (ii) at the option of Versuni, where the Supplier is located.</u></p> <p>12.5 The United Nations Convention on International Sale of Goods shall not apply to the Agreement.</p> <p>12.6 This Agreement is written in English and Chinese. In case of any discrepancy between the English and Chinese versions, the Chinese version shall prevail.</p>	<p>12. 其他條款</p> <p>12.1. 未經飛軒理事先書面同意，供應商不得轉讓或分包其在本合約項下的任何權利或義務。</p> <p>12.2. 飛軒理可在通知供應商后轉讓或分包其在本合約項下的任何權利或義務。</p> <p>12.3. 本合約受飛軒理註冊地的法律管轄，並依其解釋。</p> <p>12.4. <u>供應商和飛軒理均同意以下管轄法院的專屬管轄權：(i) 飛軒理所在地的管轄法院; 或 (ii) 根據飛軒理的選擇，供應商所在地的管轄法院。</u></p> <p>12.5. 《聯合國國際貨物銷售合同公約》不適用於本合約。</p> <p>12.6. 本合約以中英文書成，中英文如有任何不一致的，以中文為準。</p>
<p>Versuni General Conditions of Purchase Version February 2023</p>	<p>飛軒理一般採購條款 2023年2月版</p>