台灣三菱電機股份有限公司 (ME-TWN)
MITSUBISHI ELECTRIC TAIWAN CO., LTD.
台北市中山北路六段88號11樓（統一編號：12177592）
11TH FL., 88 SEC. 6, CHUNG SHAN N. RD., Taipei, Taiwan, R.O.C.
Tel:886-2-2835-2326 Fax:886-2-2833-9822

Date: 2023/09/20
PO No: POG2309200003

PURCHASE ORDER

Supplier:
鈺緯科技開發股份有限公司(統一編號:89376900)
新北市中和區中山路2段351號9樓

MS.JENNIFER FANG
Tel: 02-2226-8631#203 Fax: 02-2226-2453

Transportation / Destination Port:
OTHER/

Ship To:

Notify Party:
To be advised later

Terms of trade:
FOB / TAIWAN

Terms of payment:
外幣付款,每月20日結,次月25日付款,T.T.

Packing:

Shipping mark:

Bill To:
MITSUBISHI ELECTRIC TAIWAN CO., LTD.

Tel: 886-2-2835-2326 Fax: 886-2-2833-9822

Remarks:

* P/O number must appear on all shipping documnents

*5% Value-added TAX is not included.

Mitsubishi Electric Taiwan Co., Ltd., as buyer hereby confirms purchase from you, as seller, of the following merchandise.

ItemNo.	Description	Delivery	Quantity	Price (USD)	Amount (USD)
1	Update for safety standard fee (TSD-PT243-CW-1CT)	2024/01/19	1 PC	250.000	250.00
		Total Quantity	1 PC	Total Amount	250.00

MT NAGASAKI PO#M-23969280-1

MEE PO#4500256154

SG2309200013

Acknowledgement copy of this order must be signed and returned immediately

Accepted by:

Date:

MASATO CHIEN
General Manager
Mitsubishi Electric Taiwan Co., Ltd.

採購一K
2023.9.20
金輔臣

MITSUBISHI ELECTRIC TAIWAN CO., LTD.
HEAD OFFICE
11TH FL.,88 SEC. 6, CHUNG SHAN N. RD., TAIPEI 111, TAIWAN

GENERAL CONDITIONS

This order shall be subject to the following terms and conditions.

1 ACCEPTANCE OF ORDER: This order shall be deemed as an offer from Mitsubishi Electric Taiwan Co., Ltd. (hereinafter referred to as "Buyer") and shall not be binding on the parties unless accepted by Seller by means of whichever sooner, Buyer's receipt of the Seller's signed acknowledgement copy of this order or Seller's initiation of performance under this order. Seller shall accept or reject this order in a time and manner deemed appropriate by Buyer. Should Seller fail to respond within the period hereof, this order shall be deemed to have been accepted by Seller. Any additional or different terms and conditions proposed by Seller, including those contained on Seller's acknowledgement form, if any, shall be null and void unless agreed to in writing by a duly authorized representative of Buyer.

2 CHANGES : Buyer reserves the right at any time to make changes in any of the following :
(a) Specifications, drawings and data incorporated in this order when the goods or services ordered herein are to be specifically manufactured or rendered for Buyer;
(b) Methods of shipment or packing;
(c) Time of delivery;
If any such change causes an increase or decrease in the cost or the time required for performance of this order, an equitable adjustment shall be made in the order price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed to be waived unless asserted in writing within 10 (ten) days after Seller's receipt of the notice of change. Price increases or extensions of delivery time shall not be binding on the parties unless approved by Buyer in writing.

3 DELIVERY TIME : Time is of the essence of this order, and if delivery of goods or rendering of services is not completed by the time promised, Buyer reserves the right to cancel this order effective upon Seller's receipt of written notice stating the intention of cancellation. As to stated goods not yet shipped or services not yet rendered, Buyer reserves the right to purchase substitute goods or services from any third party (ies) with full compensation by Seller for any losses incurred. Any provision herein for delivery of goods or rendering of services by installment shall not be construed as making the obligations of Seller severable. Seller shall notice to Buyer immediately, upon completion of the shipment for this order with shipping information, such as the purchase order number, the vessel's /aircraft's /truck's name, the loading port(s), the departure date of the shipment and the estimated date of arrival, the description of the goods or services and packing, the quantity loaded, the invoice amount, analysis and any other particulars essential to this order, if any.

4 INSPECTION : All Goods or services ordered under this order are subject to the inspection and approval at Buyer's premises or otherwise at Buyer's destination. Notwithstanding the foregoing, upon Buyer's request, Seller may execute a final inspection and Buyer may attend such an inspection at Seller's premises before shipment of goods and/or services. If goods and/or services, in whole or in any commercial unit, fail to comply with the instructions, specifications, drawings, data or Seller's warranties, express or implied, of this order or any part thereof, Buyer reserves the right to reject and refuse acceptance. Notification of such rejection shall be in a time and manner deemed appropriate by Buyer. Buyer will charge Seller for cost of inspecting the rejected goods or services. The goods not accepted may be returned to Seller at Seller's risk and expenses or held by Buyer for Seller's account at Seller's risk and expenses and Seller may accomplish the services not accepted at Seller's risk and expenses. Payment for any goods or services shall not be deemed as acceptance thereof. In addition, at any time, Buyer may inspect Seller's facilities and its quality control with respect to the manufacture of the goods or rendering services during Seller's operating hours. Seller shall cooperate with Buyer in such inspection and Buyer shall have its employee or designate personnel strictly follow the safety rules of Seller's premises. No rights of Buyer shall be waived nor obligations of Seller affected by any inspections under this clause.

5 FORCE MAJEURE: At Buyer's option, Buyer reserves the right, without liability, to direct suspension of shipment, to defer payment or to cancel this order, in whole or in part at any time when Buyer's performance under this order should be prevented or delayed by Government order, embargoes, acts of civil or military authorities, acts of the public enemy, inability to secure transportation facilities, strikes, difference with workmen, accidents at Buyer's plants, or any other laws, orders, regulations or their contingencies beyond control of Buyer.

6 PROPERTY FURNISHED TO SELLER BY BUYER: Unless otherwise agreed in writing, all special dies, molds, patterns, jigs, fixtures, and any other property furnished to Seller by Buyer, or specifically paid for by Buyer, for use in the performance of this order, shall be and remain the property of Buyer, shall be subject to removal upon Buyer's instruction, shall be used only in filling orders from Buyer, shall be held at Seller's risk, and shall be kept insured by Seller at Seller's expense while in its custody or control in an amount equal the replacement cost thereof, with loss payable to Buyer. Copies of policies or certificates of such insurance will be furnished to Buyer on demand.

7 USE OF DESIGNS, DATA ETC. : Seller agrees that the features of any equipment, tools, gauges, patterns, designs, drawings engineering data or other technical or proprietary information furnished by Buyer will remain confidential. Seller agrees to use such items only for the production of material or equipment contracted for in this order from Buyer and not otherwise, unless Buyer's written consent is first obtained. Upon completion or termination of this order, or sooner if requested by Buyer, Seller shall return all such items to Buyer or dispose of such items thereof as may be directed or approved by Buyer. Buyer has proprietary right to the said items that Buyer furnishes Seller with.

8 INDEMNIFICATION : Seller agrees to defend, hold harmless and indemnify Buyer, its affiliates, its successors, assigns and customers against all claims, liabilities, loss, costs and expenses including attorney's fees arising out of any and all claims ,disputes and law suits in connection with any agreements between the parties including, but not limited to this order, injury or alleged death, damage to any property, actual or alleged improper construction or design of said goods or services, and actual or alleged infringement of any patent, trademark, copyright or other proprietary right arising out of the sale or use of any goods or services furnished hereunder. Seller shall, upon request, provide product liability insurance in limits acceptable to Buyer and name Buyer as additional insured.

9 WARRANTIES : Seller warrants that all goods or services contracted for in this order shall be merchantable and free from any defects in materials and workmanship, including damage due to unsatisfactory packaging or shipments by Seller. Seller further warrants that all goods or services delivered or rendered under this order shall be strictly in accordance with instructions, specifications, drawings, data, and approved samples if any, and that goods or services shall be free from any defects in design and fit for Buyer's intended purposes. These warranties shall remain in effect for such period whichever later, as is established in this order or otherwise by agreement of the parties: provided that in no event such warranty period shall be less than whichever longer, Seller's normal warranty period or 12 months after Buyer's acceptance of such goods or services. Seller's warranty hereof shall extend to Buyer, Buyer's affiliates, successors and assigns and to the customers of each of them. Buyer shall make all claims in writing setting forth a description of defects or shortage as soon as practicable after the unpacking of the goods. In the event Buyer should find any defects of goods or services, such notice shall be sent within a reasonable period after such defects shall have come to the attention of Buyer. In the event of any breach of any of the foregoing warranties, Buyer shall have the right to return or reject the non-conforming goods and/or services at Seller's risk and expense and to require Seller, at Buyer's option, to repair or replace such defective goods and/or services or to issue a full refund therefor. Repair or replacement shall occur within ten days after notice of breach by Buyer unless otherwise agreed by a duly authorized representative of Buyer.

10 DEFAULT- BANKRUPTCY- CANCELLATION : Buyer may cancel this order in whole or in part by written or telegraphic notice if Seller is involved in any bankruptcy or other insolvency proceedings or if, at any time, Seller should default in performance or so fail to make progress in the work as to endanger performance hereunder.

11 ASSIGNMENT AND SUBCONTRACTING : No assignment of this order shall be binding upon Buyer without the written consent of Buyer. Seller shall not procure or contract for the procurement of any goods or services covered by this order in either completed or substantially completed form without first securing the written approval of Buyer.

12 LAW OF TAIWAN: This order shall be construed and enforced under and in accordance with the laws of Taiwan.

13 ARBITRATION : All disputes arising in connection with this order shall be submitted to and finally be settled by arbitration to in accordance with the rules of procedure of International Chamber of Commerce. Judgement upon the award rendered may be entered in any court having jurisdiction or application and may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.