

General Conditions of Sale

《銷售通用條款》

1. Scope of Application

適用範圍

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale, unless otherwise agreed by the Parties in writing. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale requires the explicit written approval of Seller.

除非雙方另行書面約定，所有貨物和與其相關之服務皆完全根據本《銷售通用條款》而提供，且特此排除適用買方所引用之其通用條款。賣方之《銷售通用條款》亦適用所有未來之交易，而任何與《銷售通用條款》不一致者均須經賣方明示書面同意後始生效力。

2. Offer and Acceptance

要約和承諾

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The Contract is concluded by Buyer's order (offer) and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

賣方報價非為具拘束力之要約，而應被視為是致使買方遞交具拘束力要約之誘引。賣方承諾接受買方訂單（要約）起，本合約即為成立，若承諾接受者與要約相異，此承諾應構成賣方無拘束力之新要約。

3. Product Information

產品資料

3.1

Models or samples are merely non-binding examples. They do not guarantee any specific properties.

模型或樣品僅為無拘束力之範本，該者並不構成任何特定性質之保證。

3.2

Deviation from product information or specific properties shall be permissible provided they are insignificant or unavoidable despite all care.

若其非為顯著或為窮盡注意義務後仍無法避免者，則與產品資料或特定性質之差異應非為所不許者。

4. Advice

建議

Technical advice with regard to goods and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the goods shall not, however, create any liability of Seller and shall not relieve Buyer from undertaking his own investigations and tests.

貨物及其應用之技術建議係為由賣方依其研究及經驗盡其所知而提供者，然賣方對任何就貨物適用性與應用之所有建議及資訊皆不承擔任何義務，且買方不因此而無需自行進行調查和檢測。

5. Prices

價格

If Seller's prices or Seller's terms of payment are generally altered between the date of Contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price

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increase, Buyer is entitled to withdraw from the Contract by giving notice to Seller within 14 days after notification of the price increase.

於合約簽約日至出貨日間，若賣方之價格或付款條件有普遍性變動，賣方得逕行適用出貨日當時有效之價格或付款條件。如遇價格上漲，於收受價格上漲通知後十四 (14) 日內，買方有權通知賣方解除合約。

6. Delivery

交貨

6.1

Delivery dates or deadlines specified by Seller are at all times estimates only and non-binding unless fixed delivery dates or deadlines have been explicitly confirmed or agreed.

除非固定交貨日期或期限經明示確認或同意，否則賣方指定交貨日期或期限皆僅為預估，且不具拘束力。

6.2

General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the Contract is concluded.

通用商務條款之解釋應依本合約簽署日有效之《國貿條款》(INCOTERMS) 為據。

7. Damage in Transit

運輸途中之毀損

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

就運輸途中之毀損，買方應於運送合約所定期限內直接向承運人發出索賠通知，且須以副本通知賣方。

8. Laws in Country of Destination

目的地所在國家法律

8.1

Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage and use of the goods delivered by Seller.

買方有責任遵守目的地所在國家有關賣方交付貨物所適用之進口、運送、儲存和使用方面之所有法律及規範。

8.2

Buyer shall not sell, supply or deliver, directly or indirectly, the goods to any party or destination that, at the material time, is declared an embargoed or a restricted party by the United Nations or relevant export control laws. Buyer shall hold harmless and fully indemnify Seller, its officers, employees, contractors, servants and agents from and against any and all claims, causes of action, damages, fines, penalties or losses, including all legal fees and reasonable attorney's fees, any of the aforesaid may suffer or incur, which directly or indirectly result from any failure of Buyer to comply with this Article.

買方不應直接或間接販售、提供或交付本貨物給予任何聯合國或相關出口管制法律於當下宣告為遭禁運之一方或地點或為受限制方者。就買方未能遵守本條規定直接或間接導致任何前述者可能所承受或所產生之任何及所有之主張、實體請求權依據、損害賠償、罰鍰、罰款或損失（包括所有法律費用及合理律師費），買方應對賣方、其主管、員工、承包商、輔助人及代理人進行擔保及完全之補償。

9. Payment

付款

9.1

Delay in due payment constitutes a fundamental breach of Contract. Buyer defaults if, when the purchase price is due, he does not pay in response to a reminder, but at the latest if he has not paid within 30 days of receipt of an invoice and the due date for the purchase price, even if Seller has not issued a reminder. If a calendar date for payment has been set Buyer shall be in default, even without a reminder, if he does not pay on time.

遲延支付到期款項構成本合約之重大違約。如採購價格到期且買方經催告後未付款，或即使賣方未為催告而至遲買方於收到發票及貨款到期後三十 (30) 天內仍未付款者，即為買方違約。如已確定具體付款日期，即使未為催告，期限屆至但買方未按時付款時，亦為買方違約。

9.2

In the aforementioned cases Seller is entitled to charge interest on the amount outstanding from the moment of default at the rate of five percentage points above the current monthly EURIBOR rate (Euro Interbank Offered Rate) if invoiced in Euro or in a currency aligned with the Euro; or, if invoiced in any other currency, at the rate of five percentage points above the discount rate of the major banking institution of the country of the invoiced currency; however, in no case less than six percent of the amount outstanding. Nevertheless, in no event shall the interest rate so charged exceed sixteen percentage points per annum.

在前述情況下，賣方有權對未付款項自遲延付款日起加計利息，發票貨幣為歐元或與歐元相關聯之貨幣者，利息按當時 EURIBOR 月利率（歐元銀行間拆借利率）加上該利率百分之五（5%）計算；發票貨幣為其他幣別者，利息按發票貨幣國主要銀行機構貼現率加其百分之五（5%）計算，但最低利息金額不少於未付款項的百分之六（6%），惟依此加計之利率皆應以週年百分之十六（16%）為限。

9.3

Buyer will pay all import, customs duties and any other taxes payable in the country of destination. Buyer shall assume responsibility for and shall hold Seller harmless from the payment for all taxes (save for taxes on the income of Seller) which may be required at any time under applicable law and/or which may become due by reason of the performance of any obligation hereunder, and Buyer shall sign and deliver any instruments as may be necessary, including the making of payment of any interest or penalty related to or arising from such taxes or contributions.

買方將支付所有進口、關稅和其他任何在目的地所在國家應支付之稅款，買方有責且應就所有稅款（對賣方收入所課徵之稅款除外）之償付擔保賣方皆無須負擔所有依適用法令應繳交及/或因履行此處之義務而須支付之稅款，而且買方應簽署並交付任何可能所需之文件，包括繳交任何與該等稅賦或稅捐相關或所衍生之利息或罰金。

10. Warranties

保證

10.1

Seller warrants that at the time of delivery (i) the goods supplied complies with the Seller's specifications; and (ii) the goods supplied is free and clear of all defects in title. Unless otherwise stated herein, no warranty or guarantee is given by Seller in respect of supplies or services under this Contract and all implied terms, whether implied by law or otherwise, are expressly excluded to the extent permitted by law. These warranties are made on condition that (i) Buyer has not mishandled, misused, damaged or modified the goods; and (ii) Buyer inspects the goods and notifies Seller of non-conformity in accordance with Article 10.3 below.

賣方保證，於交貨時：(i) 所交付之貨物與賣方之規格相符；且 (ii) 所交付之貨物無所有權之瑕疵。除非於此另行敘明，賣方就本合約下所提供貨物或服務不提供任何保證或擔保，且所有默示條款（無論法定者或以他法默示皆同）皆於法令許可範圍內予以明示排除。此等保證之前提為：(i) 買方未不當處理、誤用、損壞或改動貨物；以及 (ii) 買方依下方第 10.3 條規定檢查該貨物且通知賣方該等不符情事。

10.2

Buyer must notify Seller in writing if the goods do not conform with the Contract (e.g. defects, wrong shipment or quantity differences) within 2 weeks of receipt of the goods, precisely describing the nature and extent of the lack of conformity. If the lack of conformity cannot be determined without reasonable investigations such notice may be given within six months (or, if Buyer's place of business is not in the same country as Seller's head office: one year) after receipt of the goods.

如果貨物與本合約不符（如瑕疵、錯裝或數量差異），買方應於收受貨物後兩（2）周內以書面通知賣方，並精確描述不符之性質和程度；如果為需要合理調查始能確定貨物不符者，買方可於收受貨物後六（6）個月內發出該等通知，或若買方營業地與賣方總部非位於相同國家者，則可於一（1）年內發出通知。

10.3

In the event of lacking of conformity above, Seller shall, at its sole option: (i) in case of goods not conforming to Seller's specifications, to redeliver conforming goods at its costs; (ii) in the case of short delivery, to deliver the missing quantity at its cost; or (iii) offer a reduction in the purchase price.

於上述不符狀況時，賣方應自行選擇：(i) 若為貨物與賣方規格不符時，重新自費交遞符合規格之貨物；(ii) 若為交貨短少時，自費交遞短少之數量；或 (iii) 提供採購價格之減免。

11. Liability

責任

11.1

Article 10 sets out Seller's entire liability with respect to non-conforming goods. However, if Seller is not responsible for the lack of conformity, Buyer shall not be entitled to any claims for compensation.

第 10 條規定為買方就不合規格貨物之所有責任，但若貨物不符為不可歸責於賣方者時，買方則無權要求賠償。

11.2

Seller shall have no other liability to Buyer for any loss or damages suffered by the Buyer other than that caused directly and solely by Seller's gross negligence or willful breach.

除直接且單獨因賣方故意或重大過失所導致之損害外，賣方不對買方所受之任何損失或損害負責。

11.3

Seller's liability is limited in each case to compensation for foreseeable loss of Buyer due to Seller's default. Seller's total liability under this Contract is further limited to the price of the supplies or services sold by Seller. In no event shall Seller be liable for any consequential, special, indirect or punitive damages.

就賣方違約造成買方之損失，賣方各次賠償責任應以可預見之買方損失為限。此外，賣方在本合約之全部責任應以賣方所售貨物或所提供服務之價格為限。而於任何情況下，賣方皆不就任何衍生性、特殊性、間接性或懲罰性之損害賠償負責。

12. Set off, Retention of Payment

貨款之抵銷和扣留

A set off or retention of payment is only permitted if counterclaims exist which are either undisputed or adjudicated by final judgment.

僅於有不予爭執之相對主張或經終審裁判確定時，始可抵消或扣留貨款。

13. Security

擔保

If there are reasonable doubts about Buyer's ability to pay, especially if Buyer defaults, Seller may, subject to further claims, revoke credit periods and demand payment in advance or security for further supplies.

如果合理懷疑買方之付款能力，尤其若買方有違約情事時，除其他要求外，賣方亦得取消買方之信用付款期限，並就後續供貨要求預先支付貨款或提供擔保。

14. Retention of Title

所有權保留

The goods sold shall remain the property of Seller until the price has been paid in full.

買方貨款未全數付清前，賣方保留對所售貨物之所有權。

15. Force Majeure

不可抗力

15.1

The obligations of performance under the Contract will be temporarily suspended and excused for the period of interruption to the extent any failure of performance is due to any cause or event beyond the reasonable control of such Party, including without limitation: (i) fire, storm (including hurricanes, snow storms, blizzards or ice storms), hail, flood, strike, lockout, accident, act of war or terrorism, theft or loss of goods, equipment malfunction, riot, civil commotion, embargo, (ii) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality, or (iii) inability of Seller to obtain any required raw material, energy source, equipment, labor or transportation, at prices and on terms Seller deems practicable from Seller's usual sources of supply (collectively "Force

Majeure"); provided however that the foregoing relief will not be applicable to any obligation of the affected Party to make any payments under the Contract to the other Party or any third party. Good quantities so affected for the period of interruption may, at the option of either Party, be eliminated from the Contract without liability, including the pro rata share of any exclusive purchase obligation of Buyer. In the case of Force Majeure, Seller is not obligated to purchase any goods from third parties for delivery and any time commitments imposed on Seller in the Contract in respect of delivery of good will be extended by the period of time Force Majeure is claimed by the Seller, but the Contract will remain otherwise unaffected. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than three months, Seller is entitled to terminate the Contract without Buyer having any right to compensation.

就因超出一方合理控制之原因或事件所造成之本合約義務無法履行，於中斷期間內，本合約下義務之履行將暫時予以停止且無須履行，情形包括但不限於：(i) 火災、暴風（包括颶風、雪暴、暴雪或冰暴）、冰雹、洪水、罷工、鎖廠、意外、戰爭行為或恐怖主義、產品遭竊或滅失、設備故障、暴動、民變、禁運，(ii) 任何規定、法律以及政府局處、委員會、部門、官署、機構、法院或其他類似政府組織之命令或限制，或 (iii) 賣方未能以其視為可行之價格及條件自賣方一般供應來源取得任何所需之原物料、能源、設備、勞工或運輸服務（統稱「不可抗力」），但前述狀況並不適用於受影響一方於本合約下之任何支付款項給予另一方或任何第三方之任何義務。任一方可選擇將於中斷期間內受此影響之貨物自本合約內刪除而無須負擔任何責任，包括買方專屬採購義務之等比例部分亦同。於不可抗力狀況時，賣方無義務自第三方採購任何產品以進行交貨，且就任何於本合約內就貨物交付而拘束賣方之時間限制應比照賣方主張不可抗力之期間予以等期展延，但本合約除此之外不受影響。而如該事件或狀況致使賣方長時間履行合約於商務上不可行或發生於賣方之供應商，相同邏輯應一體適用。若前述狀況發生後持續超過三 (3) 個月，賣方可終止本合約且買方無權要求賠償。

15.2

The affected Party will promptly notify the other Party of the anticipated period of interruption due to Force Majeure and will take all reasonable measures to forthwith remedy the interruption.

受影響之一方應即時通知他方因不可抗力之預計中斷時間，且應採用所有合理措施以立即就中斷進行補救。

16. Place of Payment

付款地

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

付款地應為賣方營業處所之地點，而與貨物或文件之交付地點無涉。

17. Communication

通知

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

要求由一方收受之通知或其他通訊應於其送達該方時方生效力，而如須遵守特定時限，則該通知或通訊應於該時限前送達接收方。

18. Termination

終止

18.1

In the event that Buyer becomes insolvent, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against Buyer for bankruptcy, receivership or liquidation, Seller is entitled without prejudice Seller's other rights, to immediately suspend or terminate the Contract.

如果買方破產、受破產宣告、進入接管或清算程序、或買方被聲請破產、接管或清算，賣方有權在不影響賣方其他權利的情況下立刻暫停執行或終止合約。

18.2

Termination of the Contract shall not affect or prejudice the accrued rights of action or remedies of Seller against Buyer.

本合約之終止不影響或妨礙賣方可對買方所生提出主張之權利或救濟。

19. Data Protection**資訊保護****19.1**

In case Buyer, in the course of the performance of the Contract, receives from Seller or otherwise obtains personal data related to employees of Seller ("Personal Data") the following provisions shall apply:

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of Seller, Buyer shall only be entitled to process Personal Data for the performance of the Contract. Buyer shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile. This also applies to the use of anonymized data.

Buyer shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the Contract (need-to-know-principle). Buyer shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular Buyer shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Buyer shall not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Buyer with regards to Personal Data shall be excluded. In addition to its statutory obligations, Buyer shall inform Seller in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the Contract Buyer shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

如於履行本合約之過程中，買方接受賣方或以他法獲得關於賣方員工之個人資料（下稱「個人資料」），則應適用下列條款：

若並非代表賣方對以前述方式揭露之個人資料進行處理時，買方僅有權為履行本合約而處理個人資料。除適用法令許可外，買方不應另行對個人資料進行處理，尤其是為其自身目的及/或形成側寫而對第三方揭露個人資料及/或分析該等資料，此於使用經去識別化資料者亦同。

如其員工為履行本合約而有存取必要時，買方應確保僅該等員工可存取該等個人資料（需知原則）。買方應依照可確保符合資料保護法令要求之方式建構其內部組織，買方尤應採用相應技術性及組織性手段以確保其保安層級與該個人資料誤用及滅失之風險相符。

買方不應取得該等個人資料之任何所有權或其他財產權，且有義務依照適用法規對該等個人資料進行改正、刪除及/或限制存取，且任何買方就個人資料之留置權皆應予以排除。若有個人資料外洩事件（遭竊案件尤為如此），除其法定義務外，買方應通知賣方而不得有任何不當延遲，且不應遲於知悉該者起二十四（24）小時後為之。於本合約終止或屆期時，買方應依照適用法令刪除個人資料，其之任何及所有副本亦同。

19.2

Information on data protection at Seller is available under <https://www.basf.com/tw/zh/legal/data-protection.html>.

賣方之資料保護資訊請參見：<https://www.basf.com/tw/zh/legal/data-protection.html>.

20. Dispute Resolution**爭議解決**

Any dispute, controversy, difference or claim arising out of, relating to, or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei in accordance with the Association's arbitration rules. The Seat of arbitration shall be Taipei, Taiwan. The language of arbitration shall be Chinese. The arbitral award shall be final and binding upon both parties.

任何因與本合約，或其之違約、終止或無效而生、與之有關，或與之有涉之爭執、爭議、歧異或主張，皆應提交中華民國仲裁協會依該協會之仲裁規則於台灣台北以進行終局仲裁解決之。仲裁應以中文為之，而仲裁判斷應為終局且對雙方皆有拘束力。

21. Applicable Law

適用法律

This Contract is subject to the law of the Republic of China excluding the provisions of its conflict of law rules and excluding the United Nations Convention on Contracts for International Sale of Goods of 11.04.1980.

本合約受中華民國法律管轄，但排除適用 (i) 其衝突法原則規範，和 (ii) 1980 年 4 月 11 日頒佈之《聯合國國際貨物銷售合約公約》。

22. Contract Language

合約語言

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the Sales Contract has been concluded ("Contract Language"), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

如有向買方提供以簽署銷售合約語言（「合約語言」）外之其他語種之《銷售通用條款》，該者則僅是為買方便利而提供。如有不同解釋，使用合約語言之版本應具有拘束力。

23. Electronic Signature and Copies

電子簽名以及份數

23.1

Electronic scanned copy of signature of Seller affixed on the Contract shall have the same legal effect as the original signature of Seller.

貼附於本合約上之賣方電子掃描版本之簽名應與賣方原始簽名具有相同法律效力。

23.2

This Contract may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Contract.

本合約得以任何份數副本方式簽署，簽署於該等副本者應與皆簽署於同份本合約者有相同效力。

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