

ANIXTER SINGAPORE PTE LTD – TAIWAN BRANCH

新加坡商艾利斯特有限公司-台灣分公司

General Conditions of Sale

一般銷售條件

The Purchaser's attention is in particular drawn to the provisions of **Condition 11**
請買方尤其關注第 11 條

1. DEFINITIONS 定義

"The Company" means Anixter Singapore Pte Ltd, Taiwan Branch or the Anixter entity otherwise identified on the face of this document.

"公司"指新加坡商艾利斯特有限公司台灣分公司或本文件另行指明的艾利斯特實體。

"The Purchaser" means the person, firm or company to be supplied with the goods and services by the Company.

"買方"指公司向其供應貨物和提供服務的人、商行或公司。

"Goods" means the goods, materials and/or other items and any Services to be supplied pursuant to the Contract.

"貨物"指根據合同供應的貨物、材料及/或其他項目與任何服務。

"Services" means the services to be supplied pursuant to the Contract.

"服務"指根據合同提供的服務。

"The Contract" means the contract for sale and purchase of the Goods and supply of the Services made between the Company and the Purchaser to which these Conditions apply.

"合同"指適用本條件的、公司與買方之間買賣貨物和提供服務的合同。

2. SCOPE 範圍

These Conditions apply to all sales of Goods and supplies of Services by the Company and shall prevail over any terms or conditions referred to in the Purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by the Company and expressed to form part of the Contract and any conditions or stipulations to the contrary are hereby excluded or extinguished.

本條件適用於公司的所有貨物銷售和服務提供，並優先於在買方訂單或通信中或別處所述的任何條款或條件，公司特別書面同意並明示構成合同一部分的除外，且任何相反的條件或規定均在此排除或廢止。

3. QUOTATION 報價

A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the Purchaser's order.

公司的報價不構成要約，且公司保留在公司接受買方訂單前隨時撤回或修改報價的權利。

4. PRICES 價格

Unless the prices quoted are stated to be fixed the prices payable for the Goods or Services shall be those charged by the Company at the time of despatch or supply of the Services so that the Company shall have the right at any time to revise quoted prices to take account of increases in cost including (without limitation) costs of raw materials or labour and any variation in exchange rates.

除報價指明為固定價格外，就貨物或服務應付的價格應為公司在出貨或提供服務時收取的價格，故公司隨時有權修改報價以考慮計入成本（包括（但不限於）原材料或人工成本）的增加及匯率的任何變化。

Quoted prices for the Goods are "ex-works" and exclusive of Value Added Tax and other duty levied or tax assessed against the Goods or Services by any Government or other authority.

貨物的報價為工廠交貨價，且不含增值稅及任何政府或其他機構就貨物或服務徵收的關稅或其他稅款。

5. TERMS OF PAYMENT 付款條件

Subject to Condition 5.5 below payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set off within 30 days of the date of invoice.

在遵守下述第 5.5 條的前提下，發票應於出票日期起 30 日內全額支付且不作任何扣減或抵銷，另行書面約定的除外。

Any extension of credit allowed to the Purchaser may be changed or withdrawn at any time.

給予買方的任何信用展期可隨時變更或撤回。

The Company may claim interest upon late payments in accordance with the Taiwanese law and further recover from the Purchaser all reasonable costs incurred in recovering late payments.

公司可按台灣法律追索逾期付款利息且進一步向買方追索逾期付款所產生的所有合理費用。

If in the opinion of the Company the creditworthiness of the Purchaser shall have deteriorated prior to the delivery the Company may require full or partial payment of the price prior to delivery or the provision of security for payment by the Purchaser in a form acceptable to the Company.

如果公司認為買方的信譽在交付前會惡化，公司可要求在交付前全部或部分支付價款或由買方以公司接受的形式提供付款保證。

In any case where the Purchaser is resident outside Taiwan and unless otherwise agreed the price of the Goods shall be secured by an irrevocable letter of credit satisfactory to the Company established by the Purchaser in favour of the Company immediately upon receipt of the Company's acceptance and confirmed by a bank acceptable to the Company. The letter of credit shall be for the Contract price inclusive of any tax or duty payable by the Purchaser and shall be valid for the period specified by the Company. The Company shall be entitled to payment on presentation to such bank of the documents specified by the Company.

如果買方是台灣境外的公司，除另行約定外，貨物的價格應以令公司滿意的、不可撤銷的信用證作擔保，信用證由買方在公司接受後立即以公司為受益人開立並由公司接受的銀行保兌。信用證金額應為合同價格，包括買方應付的任何稅款或關稅，並在公司規定的期限內有效。公司有權在向上述銀行出示公司規定的文據後獲得付款。

6. DELIVERY 交付

Delivery or performance dates mentioned in any quotation or acceptance form or elsewhere are approximate only and shall not be binding on the Company. In the event, the Company shall have a grace period of 10 working days after the abovementioned dates to perform its obligations hereunder.

報價或確認單或別處所述的交付或履行日期僅為大概日期，對公司沒有約束力。公司在上述日期後有 10 個工作日內的寬限期履行其在本條件下的義務。

In the event of the Purchaser returning or failing to accept any delivery of the Goods in accordance with the Contract the Company shall be entitled at its option to invoice the Purchaser for such Goods and either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or to suspend or cancel further deliveries under the Contract. The Company shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall in addition to the invoice price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure. The Company shall be entitled after the expiration of 3 months from the date upon which the price became payable to dispose of the Goods in such manner as the Company may determine.

如果買方返還或未根據合同接受任何交付的貨物，公司有權選擇就該等貨物向買方開具發票，同時交付還未交付的剩餘貨物並就此向買方開具發票，或者中止或取消合同下的進一步交付。公司有權存儲買方拒絕或未接受的任何貨物，風險由買方承擔，除發票價格外，買方還應支付該等存儲的所有費用以及因上述拒絕或未接受而發生的任何額外費用或運費。公司有權在價格到期應付之日起滿 3 個月時以公司決定的方式處置貨物。

Unless otherwise specified delivery shall be "ex-works" so that the Goods shall be deemed to have been delivered and the risk therein to have passed to the Purchaser upon the Company notifying the Purchaser that the Goods are available for collection.除另行規定外，交付應為"工廠交貨"。公司通知買方可收取貨物時，貨物應被視為已交付給買方且其風險已轉移給買方。

In any case where Goods are sold CIF or FOB or on the basis of any other international trade term the meaning of such terms contained in the latest Incoterms shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provisions contained in these Conditions.

如果貨物按 CIF 或 FOB 或任何其他國際貿易條款銷售，則適用最新的國際貿易術語解釋通則中所述的含義，如同明示並入本條件，其任何部分與本條件所含的任何規定不符的除外。

Unless otherwise expressly agreed the Company may effect delivery in one or more instalments. Where delivery is effected by instalments each instalment shall be treated as a separate contract.

除另行明確約定外，公司可通過一批或多批進行交付。分批交付的，每期均應視作單獨的合同。

If the Contract involves more than one delivery and any default is made in payment the Company shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

如果合同涉及一次以上的交付且存在任何不支付的情況，公司有權在付款前中止所有或任何進一步的交付，或者以書面通知買方的方式終止整個合同。

7. EXPORT 出口

The Purchaser represents and warrants that it will not violate U.S., E.U., or other applicable local country export-related laws with respect to the Goods.

買方陳述並保證，就貨物而言，其不會違反美國、歐盟或其他適用的當地國家有關出口的法律。

8. TITLE 所有權

Title to the Goods shall pass upon delivery.

貨物的所有權在交貨時轉移至買方。

9. VARIATIONS 偏差

The Company shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to ten per cent more or less than the quantity specified in the Contract and in such event the Purchaser shall pay for the actual quantity delivered.

即使數量可能超出或低於合同規定數量，但只要不超過或低於合同規定數量的百分之十，公司仍應被視為已履行其關於任何交付的合同義務，在此情況下，買方應按實際交付數量付款。

10. SPECIFICATIONS BY THE PURCHASER 買方規格

The Purchaser shall indemnify and keep indemnified the Company against all claims, costs, damages and expenses incurred by the Company or for which the Company may become liable as a direct or indirect result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements of specifications of the Purchaser involving any infringement or claim or infringement of any intellectual property right vested in another person, firm or company.直接或間接因根據買方規格要求對貨物開展的任何工作而涉及任何侵權或索賠或侵犯屬於其他人、商行或公司的任何知識產權的，對於公司由此發生或可能承擔的所有索賠、費用、損害賠償和支出，買方應向公司作出補償並使其持續獲得補償。

11. LIABILITY 責任

The Company shall not be liable for any visible defects or non-conformities and/or for any shortage in the quantity delivered unless a claim in writing shall have been received by the Company from the Purchaser within 7 days of delivery of the Goods. Where liability for any shortage is accepted by the Company, the Company's only obligation shall be to make good such shortage.

公司不對任何可見瑕疵或不符及/或交付數量的任何短缺負責，公司在貨物交付後 7 日內收到買方書面索賠的除外。如果公司接受對任何短缺負責，公司僅有的義務是彌補該等短缺。

The Company warrants that (subject to the other provisions of these Conditions), for a period of 12 months (or, in the case of software, 30 days) from delivery, the Goods will be free from material defects in material and workmanship and materially in accordance with the specifications provided by the manufacturer of the Goods.

公司保證（在遵守本條件其他規定的前提下），自交付後的 12 個月（如為軟件，30 日）期間，貨物在材料和工藝方面沒有重大瑕疵，且實質上符合貨物製造商提供的規格。

The Company will perform the Services with reasonable skill and care.

公司應以合理的技能和謹慎履行服務。

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- 11.4. The Company makes no warranty that software will operate uninterrupted or error-free. 公司不保證軟件不間斷或無誤運作。
- 11.5. The warranties in Condition 11.2 do not cover wear and tear and shall not apply to Goods which have been subjected to misuse or abuse, neglect, accident, damage, improper storage, improper installation or maintenance. 第 11.2 條的保證不涵蓋磨損，且不適用於遭到誤用或濫用、疏忽、事故、損壞、不當存儲、不當安裝或維護的貨物。
- 11.6 Subject to Conditions 11.4 and 11.5, if the Goods do not comply with the warranties in Condition 11.2 the Company shall at its option replace or repair such Goods free of charge or refund the price of such Goods provided that, if the Company so requests, the Purchaser shall, at the Purchaser's expense, return the Goods or the part of such Goods which is defective to the Company. The Purchaser's exclusive remedy for the Company's breach of the warranties under Condition 11.2 will be the Company's obligation to repair, replace or refund (in all cases at the Company's option). Any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period. 在遵守第 11.4 和 11.5 條的前提下，如果貨物不符合第 11.2 條中的保證，公司應選擇免費更換或修理該等貨物，或返還該等貨物的價款，前提是如果公司要求，買方應向公司退還貨物或有瑕疵的部分貨物，費用由買方承擔。買方就公司違反第 11.2 條下的保證的唯一救濟為公司有義務修理、更換或返還（在所有情況下均由公司選擇）。經修理或更換的任何貨物應按該等條款在 12 個月保證期中的剩餘期限內獲得保證。
- 11.7 Without prejudice to Condition 11.6., the Company's maximum aggregate liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser whether for tort (including negligence or breach of statutory duty), breach of contract (including deliberate, repudiatory breach by the Company), misrepresentation, restitution or otherwise shall in no circumstances exceed 50% of the cost of the relevant Goods or 50% of the cost of the relevant Services which give rise to such liability, as determined by the net price invoiced to the Purchaser. 在不影響第 11.6 條的前提下，不論因侵權（包括過失或違反法定責任）、違約（包括公司故意毀約）、虛假陳述、賠償或其他原因引起，公司對買方的累積責任（包括就其僱員、代理人及分包商的作為或不作為承擔的任何責任）在任何情況下最高不超過引起該等責任的相關貨物費用的 50% 或相關服務費用的 50%，按開具給買方的發票價格淨額確定。
- 11.8. The Company shall not be liable to the Purchaser for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract, whether such loss or claim was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence and breach of statutory duty), indemnity or otherwise. 公司不就因合同引起或與合同有關的（直接的、間接的或後果性的）利潤損失、業務損失或商譽受損，或任何後果性索賠（無論如何引起）對買方承擔責任，無論該等損失或索賠是否可預知或在雙方的預期之內，無論是否因違約、侵權（包括過失及違反法定責任）、補償或其他原因引起。
- 11.9. Subject to the foregoing the Company excludes all conditions, warranties, representations and other terms expressed or implied by statute, customary or otherwise to the fullest extent permitted by Taiwanese law. 在遵守前述規定的前提下，公司在台灣法律允許的最大範圍內排除所有由法規、慣例或其他方式明示或默示規定的條件、保證、陳述和其他條款。
- 11.10. Nothing in this Condition 11 or otherwise in the Contract, excludes or limits the liability of the Company for (a) death or personal injury caused by the Company's negligence; or (b) any matter which it would be illegal for the Company to exclude or attempt to exclude its liability. 若發生以下情況，本第 11 條的任何內容或合同的其他內容均不排除或限制公司的責任：(a) 因公司過失造成的死亡或人身傷害；或 (b) 因公司排除或試圖排除的任何違法事項。
12. LICENCES AND CONSENTS 許可和同意
- 12.1. The Contract is conditional upon the obtaining of all licences or consents necessary for its performance (other than for the importation of the Goods by the Purchaser) in which connection the Purchaser shall sign all such forms and documents and render such other assistance to the Company as may be necessary. 合同以取得履行合同（而非買方進口貨物）所需的所有許可或同意為條件，為此，買方應簽署所有必要的表格和文件並向公司提供其他必要的協助。
- 12.2. The Purchaser shall obtain at its own expense any licence or consent required for the importation of the Goods by the Purchaser and if necessary or so required, shall produce evidence of the same to the Company on demand. 買方應自費取得買方進口貨物所需的任何許可或同意，如果必要或要求，應在要求時向公司提供相關證據。
13. PURCHASER-OWNED MATERIALS 買方所有材料
Title and risk of loss to Purchaser-owned materials that are in the Company's possession shall remain with the Purchaser. The Company shall not be liable for any loss or damage to Purchaser-owned materials stored by the Company unless caused solely by the Company's negligence. Payment by the Company for such loss or damage shall be limited to the direct manufacturing cost of the Purchaser-owned materials (if it is manufactured by the Purchaser or its affiliates), or the replacement cost (if it was purchased from a third party), in either instance less the salvage value. The Purchaser shall be responsible for insuring its materials against all loss or damage not caused solely by the Company's negligence. The Company assumes no liability for loss or damage to Purchaser-owned materials caused by any force majeure circumstance (as defined in Condition 14.2 below). 在公司佔有下，買方所有材料的所有權和滅失風險始終由買方擁有和承擔。公司不對公司存儲的買方所有材料的任何滅失或損壞負責，完全因公司過失導致的除外。公司就該等滅失或損壞的付款限於買方所有材料的直接製造成本（如由買方或其關聯方製造），或重置成本（如為從第三方購買），兩種情況均應減去殘值。買方負責為其材料投保，防範非完全因公司過失導致的所有滅失或損壞。公司對任何不可抗力情況（見下文第 14.2 條定義）導致的買方所有材料的滅失或損壞不承擔任何責任。
14. FORCE MAJEURE 不可抗力
- 14.1. The Company shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods or Services by the Company being prevented, hindered or delayed by reason of any force majeure circumstances. 公司不就買方直接或間接因公司提供貨物或服務由於任何不可抗力情況而受到阻止、妨礙或延遲而可能遭受的任何損失或損害對買方承擔責任。
- 14.2. In this Condition "force majeure circumstances" shall mean any act of God, riot, strike, lock-out, trade dispute or labour disturbances, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, material or transport or other circumstances whatsoever outside the control of the Company affecting the provision of the Goods or of raw materials therefor by the Company's usual source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means of delivery. 在本條中，“不可抗力情況”指影響公司以正常供應來源提供貨物或其原材料、或影響公司以正常方式製造貨物、或影響公司以正常交付途徑或方式交付貨物的任何天災、暴亂、罷工、閉廠、貿易糾紛或勞工爭議、意外事故、設備或機械故障、火災、洪水、難以獲得工人、材料或交通或不受公司控制的任何其他情形。
15. TERMINATION 終止
If the Purchaser enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it passes a resolution or the Court makes an order that the Purchaser be wound up (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver, administrator or administrative receiver is appointed of any of the assets or undertaking of the Purchaser or if circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court to make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt or commits any breach of any part of this or any other contract between the Company and the Purchaser the Company may stop any Goods in transit and suspend further deliveries and by notice in writing to the Purchaser may immediately terminate the Contract without prejudice to the provisions of Condition 5.3 and to existing claim. 如果買方訂立債務和解決或破產或與其債權人和解，或針對其的破產接管令已作出或其（如為公司）通過清算決議或法院命令買方清算（為合併或重組目的除外），或買方的任何資產或事業被指定接管人、管理人或行政接管人，或發生使法院或債權人有權指定破產接管人、經理或管理人或使法院有權作出清算令的情形，或買方由於債務而採取或遭受任何類似行動或違反公司與買方之間的各種合同的任何部分，公司可停運任何在途貨物並中止進一步的交付，並可書面通知買方立即終止合同而不影響第 5.3 條的規定和現有權利主張。
16. WAIVER 放棄
The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. 合同的任何一方未行使或執行合同授予的任何權利不視為放棄任何該等權利，亦不構成排除在之後的任何時間行使或執行該等權利。
17. NOTICE 通知
Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by courier or recorded delivery addressed to the party concerned at its principal place of business or last known address. 本條件下要求書面作出的任何通知如以掛號信件或快遞發送至相關方的主營業地或最後所知的地址，則視為已正式發送。
18. HEADINGS 標題
Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof. 本條件的任何條款的標題僅為便於參考，不影響本條件的解釋。
19. SEVERANCE 分割
If any Condition of the Contract (or part of any Condition) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that Condition or part-Condition shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other Conditions shall not be affected. 如果任何法院或有適當管轄權的其他機構裁定合同的任何條件（或任何條件的一部分）無效、不合法或不可執行，在規定的範圍內，該等條件或其相關部分應視為不構成合同的一部分，且其他條件的有效性和可執行性不受影響。
20. GOVERNING LAW 管轄法律
The Contract shall be governed by and construed and interpreted in accordance with the laws of Taiwan and for the purposes of settlement of any disputes arising out of or in connection with the Contract the parties hereby submit themselves to the exclusive jurisdiction of the Courts of Taipei. 合同受台灣法律管轄並據其解釋，為解決因合同引起或與合同有關的任何爭議，雙方在此同意受台北的法院專屬管轄。
21. TYPE OF SALES TRANSACTION 銷售交易類型
These General Conditions of Sale do not apply to electronic nor internet transactions. The web-sites used by the Purchaser to enter such electronic orders contain their own specific general terms & conditions. 本一般銷售條件不適用於電子或網絡交易。買方用於輸入該等電子訂單的網站含有其自身特定的一般條款及條件。
22. LANGUAGE 語言
These Conditions have been prepared in both Chinese and English. In case of any discrepancy, the Chinese version will prevail. 本條件以中文和英文編制。如有任何不一致，以中文為準。

ANIXTER SINGAPORE PTE LTD – TAIWAN BRANCH

新加坡商艾利斯特有限公司-台灣分公司

General Conditions of Sale

一般銷售條件