



## Medtronic Terms and Conditions of Purchase

### 美敦力採購條款和條件

The purchase of Goods by “**Medtronic**” from its Supplier shall be subject to these Terms and Conditions of Purchase.

“美敦力”或“Medtronic”向其供應商購買貨物，雙方應遵守本採購條款與條件。

#### 1. Definitions 定義

**Contract** means a contract for the purchase of Goods in accordance with Clause 2.

合同系指第二條規定的貨物採購合同。

**GST** means goods and services tax, value added tax or other similar tax, if any, in Taiwan/Hongkong.

**GST** 系指臺灣，和香港的貨物和服務稅、增值稅或其他類似稅項

(如有)。

**Goods** means all goods, machinery, equipment, software or other materials ordered by Medtronic as specified in the Purchase Order, and, as applicable, all works and services including, but not limited to, the design, procurement, manufacture, assembly, tests, inspections and delivery of the Goods to Medtronic and if so specified in the Purchase Order, installation and/or commissioning of the Goods.

貨物系指美敦力的訂購單中所述的一切貨物、機械、設備、軟體或其他材料，以及一切工作和服務，包括但不限於向美敦力供應的貨物的設計、採購、製造、組裝、測試、核對總和交付，若訂購單有規定，還包括貨物的安裝和/或調試。

**Purchase Order** means the purchase order or other form of request by Medtronic to the Supplier for the supply of the Goods.

訂購單系指美敦力向供應商提交的供貨訂購單或其他要求書。

**Terms** means these Terms and Conditions of Purchase. 條款系指本採購條款與條件。

**Taiwan/ Hongkong** for the purpose of the Contract means Hong Kong Special Administrative Region of PRC, and China Taiwan .

臺灣，香港就合同而言，指中華人民共和國的香港特別行政區、和中國臺灣。

#### 2. Contract 合同

2.1 In order to purchase Goods, Medtronic shall place with the Supplier a written Purchase Order setting out a full description of the Goods to be purchased, the required delivery date or dates, and the delivery point.

為購買貨物，美敦力應當向供應商下達書面訂購單，充分描述所需購買的貨物、所要求的交貨日期和交貨地點。

2.2 A Contract shall be formed by and upon the Supplier accepting in writing a Purchase Order from Medtronic and each Contract shall be governed by these Terms.

供應商書面確認美敦力提交的訂購單時，合同即告成立，並且每一份合同均受該等條款約束。

2.3 These Terms shall prevail over any terms and conditions stated in or attached to the Purchase Order, request for quotation or other documentation or printed form relating to the Contract.

該等條款優先於訂購單所述或所附的一切條款和條件、或與合同相關的報價請求或其他檔或印刷文書。

#### 3. Complete Agreement 完整協議

3.1 These Terms shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party.

該等條款構成雙方之間的完整協定，非經各方簽署書面檔，不得對其進行變更或修改。

3.2 No terms and conditions stated in or attached to the Supplier's communications to Medtronic, including but not limited to acknowledgements or invoices, are applicable to the Terms in any way and are not to be considered the Supplier's exceptions to the provisions of the Terms.

供應商發給美敦力的信函中所述或所附的任何條款和條件，包括但不限於確認函或發票，均不得在任何方面適用於該等條款，亦不得視為供應商針對該等條款的例外規定。

3.3 Trade custom, trade usage and past performance are superseded by the Terms and shall not be used to interpret the Terms.

該等條款取代一切交易習慣、交易慣例和過往做法，且任何交易習慣、交易慣例和過往做法均不得用於解釋該等條款。

#### 4. Delivery 交付

4.1 Time is of the essence and deliveries shall be strictly in accordance with the Purchase Order. Delivery of Goods only shall be considered performed (a) where Incoterms apply, when Supplier fulfills its obligation to deliver pursuant to the chosen Incoterms rule under the Contract; or (b) otherwise when Goods have arrived at the point of destination specified in Purchase Order. Delivery involving services shall be considered performed on the date of an acceptance test satisfactory to Medtronic.

時間因素至關重要。交貨必須嚴格按照訂購單執行。貨物的交付在(a)如適用 Incoterms，供應商按照合同所選的 Incoterms 規則完成交付義務時或 (b) 在其他情況下，貨物到達訂購單規定的目的地時視為完成。涉及服務的交付在 Medtronic 接受度測試滿意之日視為完成。

4.2 Unless otherwise agreed, Medtronic will not accept part delivery of the Goods. 除另有約定外，美敦力不接受部分交貨。

4.3 Late delivery or delivery of an excess quantity of Goods shall entitle Medtronic to return the Goods to the Supplier at the Supplier's cost.

遲延交貨或者超額交貨的，美敦力有權將貨物退還供應商，並由供應商承擔相應費用。

4.4 The Supplier shall provide written notification to Medtronic of any possible or actual delay in performance under a Contract and shall provide all relevant information concerning the cause of such delay, but in no event however, shall such notice relieve the Supplier of its obligations under such Contract.

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合同項下的履行行為發生實際遲延或可能發生遲延的，供應商應向美敦力發送書面通知，並提供有關遲延原因的一切相關資訊，但在任何情況下，該種通知不免除供應商根據該合同應承擔的義務。

## 5. Changes and Cancellation 變更和取消

5.1 Medtronic reserves the right to make changes to the Goods to be supplied by the Supplier under any Purchase Order. The SUPPLIER shall not alter or vary the Goods, except as directed in writing by Medtronic.

美敦力保留變更供應商根據任何訂購單應提供的貨物的權利。除非經 Medtronic 書面指示，供應商不得修改或改變貨物。

5.2 Medtronic reserves the right to cancel the Purchase Order in whole or in part upon written notice to the Supplier. 美敦力保留經書面通知供應商，全部或部分取消訂購單的權利。

5.3 In the event of cancellation under clause 5.2, and subject to clause 4.3 and 15, the Supplier shall be entitled to remuneration for the value of the Goods delivered as at the date of cancellation of the Purchase Order.

根據第 5.2 條規定取消的，除第 4.3 條和第 15 條另有規定外，供應商可以根據截至訂購單取消之日已交付的貨物的價值取得相對應價。

## 6. Right of Access 檢驗權

6.1 Medtronic reserves the right to verify the Goods at the Supplier's or its subcontractors' premises.

美敦力保留進入供應商或其分包商的經營場所，對貨物進行檢驗的權利。

6.2 Medtronic's inspection does not absolve the Supplier of the responsibility for the quality of the Goods and shall not preclude subsequent rejection by Medtronic.

美敦力進行的檢驗，不免除供應商對貨物品質應承擔的責任，亦不得排除美敦力後續的拒收權。

6.3 All Goods supplied shall conform to the standards and specifications described in the Contract. The Goods supplied shall also meet the national and/or industry standards of Taiwan/Hongkong if such standards exist.

供應商提供的所有貨物應符合合同所述的標準和規格。提供的貨物亦應符合臺灣/香港和/或行業標準，如果存在該等標準。

## 7. Identification 標示

The Supplier shall identify Medtronic's Purchase Order number

on the Supplier's invoice, packing list, bill of lading and on all packaging.

供應商應當在供應商發票、裝箱單、提單和所有包裝上標明美敦力的訂購單編號。

## 8. Packaging and Shipping 包裝和運輸

8.1 The Goods shall be packaged in a method to preserve and protect them from damage and/or degradation. 貨物的包裝應當能夠足以保護貨物，使其免於破損和/或退化。

8.2 All Goods are to be suitably prepared for shipment by the Supplier in accordance with acceptable commercial practices so as to secure the lowest possible transportation rates and to meet the carrier's requirements.

供應商應當依照可接受的商業慣例適當裝運所有貨物，以便保證盡可能低的運輸費率，並符合承運人的要求。

8.3 The Supplier shall cause the Goods to be labelled to conform to all requirements of applicable laws. 供應商應使貨物的識別字合相關法律的所有要求。

8.4 Unless otherwise agreed in the Contract, the transportation cost shall be borne by the Supplier. 除非合同中另有約定，運輸費用應由供應商承擔。

## 9. Hazardous Materials 危險品

9.1 The Supplier shall notify Medtronic in writing upon acceptance of the Purchase Order if the Goods are subject to:

如果貨物受以下法律、法規約束，供應商應當在確認訂購單後書面通知美敦力：

(a) Laws or regulations governing hazardous or toxic substances;

有關危險物質或有毒物質管理的法律、法規；

(b) Laws or regulations governing hazardous wastes when disposed of; and

有關危險廢物處置的法律、法規；

(c) Any other applicable environmental, health or safety laws or regulations.

其他任何相關環境、衛生或安全法律、法規。

9.2 The Supplier shall supply with each shipment instructions for handling, warnings and material safety data sheets.

供應商應針對每批裝運貨物提供搬運說明、警示和材料安全性資料表。

## 10. Purchase Price 購買價格

10.1 The purchase price covers all obligations of the Supplier under a Contract and unless otherwise provided in the Purchase Order, is deemed to include all costs of labour, materials, packaging, freight, assembly, installation and insurance, and sales, excise, GST, or other taxes, duties or imposts levied by any authority in connection with these Terms.

購買價格涵蓋供應商根據合同應承擔的所有義務，除訂購單另有規定外，應視為包括所有勞務、材料、包裝、運費、組裝、安裝和保險等費用，以及任何機關根據該等條款課征的銷售稅、消費稅、貨物和服務稅或其他稅項或關稅。

10.2 The purchase price is fixed and shall not be subject to adjustment for inflation, currency exchange fluctuation or any other adjustment whatsoever, unless otherwise specifically provided in the Purchase Order.

購買價格固定，不因通貨膨脹、匯率波動或其他任何調整而調整，除非訂購單中另有特別規定。

10.3 Payment of the purchase price shall be made 90 days from the date of receipt of the Supplier's invoice. 購買價格應當在收到供應商發票之日後九十日內支付。

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## 11. Title and Risk 所有權和風險

- 11.1 The Supplier warrants that it has full and unrestricted title for all Goods supplied under these Terms, free and clear of any liens, restrictions, reservations, security interests and encumbrances.  
供應商保證，其對根據該等條款供應的所有貨物擁有完整的、不受限制的所有權，不存在任何留置權、限制、保留、擔保權益或產權負擔。
- 11.2 Without limiting the foregoing, the Supplier expressly waives any and all liens of any kind or nature to which the Supplier may otherwise be entitled, whether statutory or otherwise, and the Supplier agrees to indemnify and forever hold harmless Medtronic against any claims from any third parties against the Supplier affecting directly or indirectly the Goods.  
在不限制前述規定的前提下，供應商明確放棄一切其可能擁有的留置權，無論法定的或其他留置權，並且供應商同意就任何第三方針對供應商直接或間接就貨物提起的索賠，對美敦力進行補償，使其免遭損害。
- 11.3 Without prejudice to Medtronic's right to reject the Goods, title and risk of loss shall pass to Medtronic upon delivery of the Goods provided that, if the Goods are non-conforming or defective, the Supplier shall bear the risk of loss as to the Goods until the defect is remedied by the Supplier.  
在不損害美敦力拒收貨物的權利的前提下，貨物交付後，其所有權和損失風險轉移至美敦力，但是，如果貨物不合格或存在缺陷，供應商應負責承擔貨物損失風險，直到供應商糾正缺陷。

## 12. Testing, Installation and Commissioning 測試、安裝和調試

- 12.1 Where the Goods are required to be installed, tested and/or commissioned by the Supplier, the Supplier shall provide all work and materials necessary to carry out these services.  
如果需要由供應商安裝、測試和/或調試貨物，供應商應當提供一切必要工作和材料，開展該等服務。
- 12.2 All services carried out by the Supplier will be completed in a proper and workmanlike manner and the Supplier will exercise all due care.  
供應商應當妥當、嫺熟地完成所有服務，並應履行一切應有的注意。

## 13. Training 培訓

The Supplier will provide, free of charge to Medtronic, the necessary periodic training and sales support required by Medtronic's staff or clients in connection with the use or resale of the Goods, together with all necessary instructions and documentation.  
供應商將免費為美敦力提供美敦力員工或客戶使用或轉售貨物所需的必要的定期培訓和銷售支持，以及一切必要的使用說明和檔。

## 14. Warranties 保證

- 14.1 The Supplier shall, at its own costs, obtain all the permits, approvals and authorization as required for the performance of the Contract, and comply with all the national and local laws and regulations applicable to the Contract.  
供應商應自費獲得履行合約所要求的一切許可、批准和認可，並遵守適用於合同的所有國家與地方法律法規。
- 14.2 The Supplier shall indemnify and hold Medtronic harmless from any and all cost, liabilities, damages, expenses and/or attorney fees as caused by the Supplier or its vendor or any of its employees or agents in the following situations: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; or (ii) failure to observe the abovementioned laws and regulations.  
供應商應賠償並保證 Medtronic 將不承受因供應商、或其供應商、或其任何員工、代理人在以下情況下引起的任何和所有費用、責任、損害、開支和/或律師費：(i) 未獲取或未遵守前述許可、批准或認可；或 (ii) 未遵守前述法律、法規的規定。
- 14.3 The Supplier represents and warrants to Medtronic that the Goods supplied under these Terms shall:  
供應商向美敦力聲明並保證，根據該等條款供應的貨物：
- (a) Be fit for their intended purpose; 適用於其指定目的；
  - (b) Comply with the requirements of all relevant laws and standards in Taiwan/Hongkong;  
符合臺灣/香港所有相關法律和標準的要求；
  - (c) Conform in every respect to the applicable Purchase Order including without limitation, all specifications, drawings, samples or other descriptions; and  
符合相關訂購單，包括但不限於全部規格、圖紙、樣品或其他描述；以及
  - (d) Be of the highest quality and free from any defects in design, manufacturing, materials and workmanship.  
具備最優品質，且在設計、製造、材料和工藝上不存在任何缺陷。

## 15. Defective Goods 瑕疵貨物

- 15.1 In the event that the Goods (or any part) do not comply with the description in the Purchase Order, then Medtronic may reject the Goods and the Supplier shall refund the purchase price forthwith together with an amount to cover Medtronic's inspection, handling, transportation and other reasonable charges or expenses.  
如果貨物（或其部分）不符合訂購單的描述，美敦力有權拒收貨物，且供應商應立即返還購買價格，以及美敦力的檢驗、搬運、運輸及其他合理費用。
- 15.2 Where Medtronic rejects the Goods which are already installed, the Supplier shall immediately upon written direction, remove the defective Goods, replace same and make good any damage to other property occasioned in such removal to the satisfaction of and at no cost to Medtronic.  
如果美敦力拒收已經安裝的貨物，供應商應立即根據書面指示，免費並令美敦力滿意地移除瑕疵貨物並予以更換，並修補因移除行為對其他財產造成的毀損。
- 15.3 Without prejudice to any other rights or remedies that Medtronic may have under these Terms, at law or otherwise, Medtronic may also require the Supplier to repair and/or replace, at Medtronic's sole option, on a priority basis, free of charge to Medtronic, any defect or deficiency in the Goods.  
不損害美敦力根據該等條款、法律或其他規定享有的任何其他權利或救濟，美敦力有權根據其自行決定，要求供應商免費優先修理和/或更換貨物中存在的任何瑕疵或不足。

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15.4 Acceptance of or payment for all or any part of the Goods shall not be deemed to be a waiver on the part of Medtronic of its contractual, statutory or other rights in respect of the Goods. 對全部或部分貨物的接受或付款，不得視為美敦力放棄其與貨物有關的合同、法定或其他權利。

## 16. Insurance 保險

16.1 The Supplier shall maintain in full force worker's compensation, comprehensive general liability insurance including property damage coverage and product liability insurance in amounts and form satisfactory to Medtronic.

供應商應以令美敦力滿意的金額和形式，購買充分有效的工傷補償險、綜合責任保險，包括財產損失險和產品責任險。

## 17. Indemnity 補償

The Supplier agrees to defend, indemnify and hold Medtronic (and its officers, employees, related companies, agents, successors and assigns, and customers) harmless from all losses, costs, claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury or death to any person or damage to any property in any way connected with any Goods supplied, or any act or omission of the Supplier, officers, employees, agents or subcontractors under a Contract.

對於因與所供應的任何貨物有關的人員傷害、死亡或財產損失，或合同項下任何供應商、高級管理人員、員工、代理人或分包商的行為或疏漏，導致的一切損失、費用、索賠、訴訟、損害賠償和責任（包括律師費、相應產生的和附帶產生的損害賠償），供應商同意為美敦力（及其高級管理人員、員工、關聯公司、代理人、繼任人和受讓人、客戶）進行辯護，對其補償，使其免遭損害。

## 18. Termination 終止

If the Supplier:

如果供應商：

- (a) Is in default of any provisions of a Contract and such default is not rectified within 7 days of receipt of notice from Medtronic to rectify such default;  
違反合同項下任何規定，並且在收到美敦力要求其糾正該違約行為的通知後七日內未能糾正該違約；
- (b) Is adjudged bankrupt or if it shall make a general assignment for the benefit of its creditors;  
被判決破產，或者為其債權人利益進行概括轉讓；
- (c) Has a receiver, liquidator, administrator or other controller of property appointed to the Supplier on account of its solvency or ability to pay its debts as they fall due; or  
因資不抵債或不能償還到期債務，被指定接管人、清算人、管理人或其他財產控制人；或者
- (d) Ceases to carry on business or any license or authorization it requires to carry on business is suspended or revoked,  
停止業務運營、或其經營所需的執照或授權被暫停或撤銷，  
then Medtronic may, without prejudice to any other rights or remedies it may have hereunder, terminate any Contract.  
則美敦力除其根據該等條款可能享有的其他權利或救濟外，有權終止合同。

## 19. Maintenance Manuals 維護手冊

The Supplier shall provide comprehensive operating instructions, maintenance manuals, drawings and software protocol (as applicable) to enable Medtronic to operate and maintain the Goods.

供應商應提供全面的操作說明書、維護手冊、圖紙和軟體協定（如適用），以便美敦力操作和維護貨物。

## 20. TOOLS, PATTERNS, SAMPLES 工具、模型、樣品等

Tools, patterns, samples, models, sections, drawings, standards, forms, documents and gauges, etc., provided by Medtronic, as well as items made with or to them, shall remain the property of Medtronic and shall not without Medtronic written approval be passed on any third party and/or not used for purposes other than those specified in the Contract. They shall be safeguarded against unauthorized inspection or use.

Medtronic 提供的工具、圖形、樣品、模型、節段、圖樣、標準、格式、檔和標準尺寸等，以及依據這些製成的物品，其所有權屬於 Medtronic，在未經 Medtronic 書面同意的情況下，不得給予協力廠商和/或用於合同規定以外的目的。它們應得到保護，免於未經授權的檢查和利用。

## 21. MEDTRONIC' PROPERTY AND INFORMATION

**Medtronic** 的財產和資訊

Medtronic's property, such as drawings, specifications, data and the like, furnished to the Supplier for performance of the Contract shall remain the property of Medtronic. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that the Supplier makes or buys from others for producing or providing the Goods and charged to Medtronic's account shall become Medtronic's property immediately upon manufacture or procurement. All such Medtronic property shall be marked as property of Medtronic, shall be held by the Supplier on consignment at the Supplier's risk, and shall be used exclusively to perform the Contract, and shall not be duplicated or disclosed to others. Upon Contract completion, all Medtronic furnished property shall be returned to Medtronic in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Goods supplies delivered or consumed in the performance of the Contract.

為履行合同而提供給供應商的 Medtronic 的財產，例如圖紙、規格、資料和類似財產，應當仍然是 Medtronic 的財產。供應商所作的或者為生產或提供貨物而從其他方購買並向 Medtronic 收費的任何設計、圖紙、模具、模型、工具、技術資料/資訊、材料、設備等應當自製造或者採購之日立即成為 Medtronic 的財產。所有該等 Medtronic 財產應當被標記為 Medtronic 財產、由供應商受託持有並承擔風險；並僅

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為履行合同的目的是使用，不得複製或披露給他人。完成合同後，所有 Medtronic 提供的財產應當以接受時同樣的狀況返還 Medtronic，允許合理的磨損；但是該財產已經整合入已交付貨物中或者在履行合同中消耗掉的除外。

## 22. Intellectual Property

### 智慧財產權

- 22.1 Medtronic shall at all times retain title to the copyright and any other intellectual property rights in any plans, designs, sketches, drawings, blue prints, patterns, models, tools, dyes, moulds, special appliances, materials and patents and in any other document, material or information furnished by Medtronic (whether furnished by Medtronic in connection with Purchase Order or produced, discovered by the Supplier for the purposes of Purchase Order) ("Medtronic IP"). During the term of Purchase Order, the Medtronic IP shall be deemed to be held by the Supplier on consignment or as a bailee only and at the Supplier's sole risk.

Medtronic 應在任何時候保留其在由其提供的任何計畫、設計、草圖、圖紙、藍圖、樣品、模型、工具、染料、模具、特殊用具、材料、專利以及其它檔、材料和資訊中的著作權和任何其它智慧財產權（無論是由於訂購單之目的而由 Medtronic 提供，或者因履行訂購單之目的而由供應商創作或發現）（“Medtronic 智慧財產權”）。訂購單期限內，Medtronic 智慧財產權應被視為交托給供應商，供應商作為受託人持有 Medtronic 智慧財產權並自擔風險。

- 22.2 The Supplier warrants that it is the owner of any patents, trademarks, copyright, data, trade secrets and any other intellectual property connected directly or indirectly to the Goods except for any Medtronic IP, or have obtained for Medtronic all required licenses for the purpose of Purchase Order, the Supplier agrees to indemnify and forever hold harmless Medtronic against any actions arising from any breach of this warranty.

供應商保證其是直接或間接與貨物有關的除 Medtronic 智慧財產權以外的所有專利、商標、著作權、商業秘密等智慧財產權的所有人，或者已經為訂購單之目的為 Medtronic 獲得了所有必要的許可，供應商同意使 Medtronic 從任何違背此擔保的行為中免受損害，並永遠從中免責。

- 22.3 Medtronic IP shall only be used by the Supplier in the production for Medtronic of the Goods or the performance of related services.

供應商應僅在為 Medtronic 製造貨物或提供相關服務時使用 Medtronic 智慧財產權。

- 22.4 Purchase Order shall not be construed as being an implied or an express assignment or license of any of Medtronic IP or the rights therein. The Supplier shall not be entitled to any lien, charge or other form of attachment whatsoever in respect of the Medtronic IP.

訂購單應不被解釋為對 Medtronic 智慧財產權或其中權利的暗示性或明確轉讓，也不被解釋為 Medtronic 智慧財產權或其中權利的許可，供應商無權得到與 Medtronic 智慧財產權有關的擔保權益、費用或其它形式的附帶款項。

- 22.5 The Supplier shall not disclose Medtronic IP to others or file any patent application using Medtronic IP except where, prior to disclosure, Medtronic so agrees in writing. Medtronic IP shall not include matters or things is known to the general public or to the Supplier prior to the date of Purchase Order and such knowledge was not the result of a breach of any other confidentiality obligation of the Supplier.

供應商不應將 Medtronic 智慧財產權洩露給其他方或使用 Medtronic 智慧財產權申請任何專利，除非事先得到 Medtronic 的書面同意。

Medtronic 智慧財產權不包括訂購日期之前已為一般大眾或者供應商所知的事務或事情，但供應商對其的知曉不應是供應商違背任何其它保密義務的結果。

- 22.6 The Supplier shall return all property of Medtronic upon receipt of demand and the Supplier shall not under any circumstances whatsoever make any unauthorized copies of any information provided to the Supplier by Medtronic, including Medtronic IP.

在收到歸還美敦力財產的要求之後，供應商應歸還所有美敦力財產；在任何情況下，供應商都不能對 Medtronic 提供給供應商的資訊，包括 Medtronic 智慧財產權，進行未授權拷貝。

## 23. CONFIDENTIALITY 保密

The Supplier undertakes that it and the Supplier's personnel, agents and subcontractors will fully respect the confidentiality of Medtronic's internal business affairs. The Supplier hereby undertakes to treat as confidential all information obtained from Medtronic or communicated to the Supplier pursuant to the Contract (or through discussions or negotiations prior to the Contract being entered into) or acquired in the performance of the Contract, and will not divulge such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the Contract and not for its own benefit or for the benefit of any third party. Supplier shall not issue any press release or make any public announcement, or disclosure as to the existence of the Contract or its contents, or any aspect of the business relationship contemplated by the Contract without the prior written consent of Medtronic.

供應商承諾，其自身以及其員工、代理人和分包商會充分尊重 Medtronic 內部業務事宜的保密性。供應商在此承諾對根據合同

（或者在合同簽署之前的討論或者協商中）從 Medtronic 得到或者傳遞給供應商或者在履行合同的過程中得到的所有資訊保密，並不會將該等資訊披露給任何人（其自身雇員除外，但限於需要知悉該等資訊的雇員）且僅為與履行其在合同項下的義務有關的目的使用該等資訊，不會為其自身的利益或者任何協力廠商的利益使用。未經 Medtronic 事先書面同意，供應商不得就合同的存在或其內容，或就合同所預期的商業關係的任何方面，召開任何新聞發佈會、做出任何公開聲明或披露。

## 24. International Trade Compliance 國際貿易合規

The Supplier shall comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations and, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to these Terms (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations.

供應商應遵守一切相關進出口法律、法規，包括相關禁運和制裁規定，並且非經相關政府執照或規定授權，不得直接或間接將任何技術資料或軟體（包括該等技術資料或軟體的直接產品）出口或轉出口至任何被該等相關出口規定禁止的目的地或國家（包括向位於任何被禁止國家的國民發送）。



## 25. Jurisdiction and Arbitration 管轄和仲裁

25.1 These Terms and any Contract formed hereunder are governed by and must be interpreted in accordance with the laws of the Taiwan or Hongkong.

該等條款及根據該等條款成立的合同，相應的受臺灣/香港法律管轄，並應據其進行解釋。

(Applicable to Hong Kong) Any dispute arising out or in connection with the Contract, and/or these Terms, including its existence, validity or termination, shall be finally submitted to the courts of Hong Kong, without restricting any right of appeal. the courts of Hong Kong, shall have exclusive jurisdiction to hear and decide any suit, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement.

(適用香港) 在不限制任何上訴權利的情況下，因本合約及/或該等條款而引起或與其有關的任何爭議，包括合同存在、有效性或解除，最終須提交香港法院。香港法院具有專屬管轄權審理和判決因本協議引起的或與本協議相關的任何訴訟和/或解決任何爭端。

(Applicable to Taiwan) Any dispute arising out or in connection with the Contract, and/or these Terms, including its existence, validity or termination, shall be finally submitted to the courts of Taiwan, without restricting any right of appeal. the courts of Taiwan, shall have exclusive jurisdiction to hear and decide any suit, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement.

(適用臺灣) 在不限制任何上訴權利的情況下，因本合約及/或該等條款而引起或與其有關的任何爭議，包括合同存在、有效性或解除，最終須提交臺灣法院。臺灣法院具有專屬管轄權審理和判決因本協議引起的或與本協議相關的任何訴訟和/或解決任何爭端。

## 26. Miscellaneous 其他

26.1 The Goods are for the use of or re-sale by Medtronic and may be incorporated in any products, and in no event shall any claim for royalties or other additional compensation be made by the Supplier by reason of such use, re-sale or manufacture.

貨物僅供美敦力使用或轉售，並可與任何產品結合，但任何情況下，供應商不得因該種使用、轉售或製造向美敦力主張任何使用費或其他額外報酬。

26.2 Medtronic's employees may not accept from any supplier gifts or gratuities, and the Supplier shall not make any offer to any personnel of Medtronic that would violate this policy.

美敦力員工不得收受供應商的禮物或贈品，且供應商不得違反本政策對美敦力任何工作人員做出任何要約。

26.3 Any notice to be given to a party under these Terms must be in writing and must be sent by post, facsimile or email to the address of that party shown on the Purchase Order.

根據該等條款給予一方的通知，必須採用書面形式，並通過郵寄、傳真或電子郵件方式，發送至訂購單所載位址。

26.4 Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.

以郵寄方式發送的通知，按正常情況應當收到之時視為送達，以其他方式發送的，實際收到之時視為送達。

26.5 These Terms and any Contract formed hereunder cannot be assigned, transferred or any part sub-contracted by the Supplier without the prior written consent of Medtronic.

未經美敦力事先書面同意，供應商不得對該等條款及根據該等條款成立的任何合同進行轉讓或部分轉包。