

Terms and Conditions

條款和條件

These Terms and Conditions (“Agreement”) set forth the only terms and conditions that shall apply to all purchases of goods and services (“Goods” and “Services”, respectively, or, collectively, “G&S”) by WeWork Management LLC or the applicable affiliate of WeWork Management LLC identified in the Order (as defined below) (collectively, “WeWork”) from the vendor identified in the relevant Order (“Vendor”) by means of a service order, statement of work, authorization letter, or other written communication or electronic transmission (each, an “Order”) issued by WeWork and delivered to Vendor for the purchase of Goods or Services as described in such Order. For avoidance of any doubt, this Agreement is entered into by and between Vendor and the WeWork entity identified in the Order only.

本條款和條件（“協議”）載明了適用於 WeWork Management LLC 或訂單（見下文定義）所列 WeWork Management LLC 關係企業（統稱“**WeWork**”）向訂單所列供應商（“**供應商**”）以服務訂單、工作說明書、授權書或其他書面通訊或電子文件（各稱“**訂單**”）等方式進行的商品和服務（各稱“**商品**”和“**服務**”，統稱“**商品和服務**”）購買的唯一條款和條件。為免疑義，本協議僅由供應商和訂單所列 WeWork 實體簽訂。

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| 1. Orders; Acceptance. | 1、訂單；承諾。 |
| Vendor’s (a) execution of an Order, (b) commencement of work on the Goods and/or Services to be purchased under an Order, (c) shipment of the Goods covered in an Order or (d) failure to raise any issues with an Order within 48 hours of receipt, whichever occurs first, shall be deemed to constitute Vendor’s acceptance of such Order and the terms and conditions hereof and thereof. Each Order must include an Order number (assigned by WeWork) and all applicable prices, quantities (if applicable), delivery dates and delivery locations for the Goods and/or Services to be provided pursuant to the Order. Vendor shall deliver Goods in the quantities and on the date(s) specified in the applicable Order or as otherwise agreed in writing by the parties. If no delivery date is specified, Vendor shall deliver Goods and/or Services within 10 days of Vendor’s receipt of an Order. Time is of the essence in executing any Order, and prompt and timely performance of all obligations hereunder and thereunder with respect to the timely delivery of the G&S (including all performance dates, timetables, project milestones and other requirements in this Agreement or the applicable Order), is strictly required. If the estimated schedule for completion set forth in an Order will likely require Vendor to work after regular working hours and/or increase the size of Vendor’s work force, Vendor shall take any such steps without additional cost to WeWork. WeWork shall have no liability for any damage resulting from any cancellation. Upon full completion of the Services, including clean-up work, Vendor shall notify WeWork in writing and render a final invoice containing a certificate of completion. Vendor shall receive no royalty or other remuneration on the production or distribution of any products developed by WeWork or Vendor in connection with or based on Goods or Services. If applicable, Vendor shall pay, before delinquent, all costs for work done in connection with WeWork’s property. | 下列情形（以最早發生者為準）應視為供應商接受訂單以及本協議和訂單之條款與條件：（a）供應商簽署訂單，（b）供應商就訂單項下所購商品和/或服務展開工作，（c）供應商運送訂單所列商品，或（d）供應商在收到訂單後48小時內未提出任何問題。訂單應載明 WeWork分配的訂單號以及根據該訂單提供的商品和/或服務的所有相關價格、數量（如適用）、交付日期及交付地點。供應商應按照訂單所列的或雙方另行書面約定的數量和日期交付商品。若未指明交付日期，則供應商應在收到訂單後10天內交付商品和/或服務。時間對執行任何訂單至關重要，及時迅速地履行本協議和訂單項下與商品和服務的交付有關的所有義務（包括本協議或相關訂單項下的所有履約日期、時間表、專案里程碑及其他要求）是本協議的嚴格要求。若供應商未滿足訂單所列預估時間表而需在正常工作時間外工作和/或增加工人數量，則供應商在採取該等措施時不得向WeWork收取額外費用。對於因取消訂單而產生的任何損害，WeWork概不負責。完成全部服務（包括清理工作）後，供應商應書面通知WeWork，並提供最終發票和完成工作的證明。供應商在生產或分銷由WeWork或供應商基於商品或服務而開發的或與之有關的任何產品時，不得收取任何使用費或其他報酬。供應商應預先支付與WeWork財產有關的工作的所有費用（若適用）。 |
| 2. Affiliates. | 2、關係企業。 |

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| <p>Vendor agrees to look solely to the WeWork entity specified in the applicable Order for any payment obligations, and for any and all breaches of this Agreement by such WeWork entity, its acts or omissions in connection with this Agreement, and any loss, damage, liability or expense incurred by Vendor as a result of such WeWork entity's participation in this Agreement, in each case with respect to the Goods and/or Services described in such Order. Vendor hereby disclaims all rights against and otherwise releases all other WeWork affiliates and entities from and against any and all liability arising as a result of any WeWork entity's issuance of an Order.</p> | <p>對於與訂單所列商品和/或服務有關的任何付款責任、訂單所列WeWork實體對本協議的任何及所有違約、上述WeWork實體任何涉及本協議的作為或不作為以及因上述WeWork實體履行本協議而給供應商造成的任何損失、損害、責任或開支，供應商同意將僅向該訂單所列WeWork實體進行追究。供應商特此放棄其對其他所有WeWork關係企業和實體享有的所有權利，並免除該等WeWork關係企業和實體因任何WeWork實體簽發訂單而產生的任何及所有責任。</p> |
| <p>3. Shipment; Risk of Loss.</p> | <p>3、運送；危險負擔。</p> |
| <p>Vendor shall prepare and pack for shipment all Goods in accordance with good commercial practices, and in any event in a manner sufficient to ensure that such Goods are delivered to WeWork in undamaged condition. WeWork will not pay charges for packing, crating, shipping or delivery, unless otherwise stated in an Order. If Vendor must ship in a more expensive manner than specified herein or in the applicable Order to comply with WeWork's required delivery date, Vendor shall pay all increased costs, unless WeWork solely causes the necessity for and agrees in writing to pay the increased costs. Title and risk of loss with respect to any Goods pass to WeWork upon delivery of such Goods, at the address specified in the applicable Order, during WeWork's normal business hours or as otherwise instructed by WeWork, and acceptance of such Goods by WeWork; Vendor shall be responsible for and bear the risk of loss of or damage to the Goods covered by an Order until they are so delivered and accepted by WeWork, regardless of the point of inspection or transfer of title. WeWork may return or store, at Vendor's expense, any Goods delivered more than 5 days in advance of the delivery date specified for such Goods, and Vendor will redeliver such Goods on the correct date at Vendor's expense.</p> | <p>供應商應始終按照良好商業實踐，採用可以確保商品完好無損地交付給WeWork的方式，製備、包裝和運送所有商品。除非訂單中另有規定，否則WeWork不承擔包裝、裝箱、裝運或交付的費用。若供應商為滿足WeWork要求的交付日期而須以比本協議或訂單所列方式更為昂貴的方式運送商品，則供應商應支付由此增加的所有費用，除非該等費用完全係因WeWork所致且WeWork書面同意支付該等費用。任何商品的所有權和危險負擔在該等商品於WeWork正常工作時間或WeWork另行指示的時間交付至訂單所列位址並由WeWork接受後轉移給WeWork。訂單項下的商品在以上述方式交付並由WeWork接受之前，應由供應商負責並承擔滅失或損害風險，無論該等商品的檢驗或所有權轉移發生在何時。就早於既定交付日期5天交付的任何商品而言，WeWork可以退還或存儲該等商品，費用由供應商承擔。供應商應在正確日期再次自費交付該等商品。</p> |
| <p>4. Late Delivery.</p> | <p>4、延遲交付。</p> |
| <p>Unless otherwise agreed by the parties and without prejudice to any other remedies WeWork may have under this Agreement or otherwise, if a shipment or part of a shipment of Goods is late, Vendor shall (a) immediately propose a new delivery date; (b) use best efforts to expedite delayed Goods at Vendor's expense; and (c) issue WeWork a refund (determined on a pro rata basis) of, or a discount (equal to the cost incurred by WeWork as a result of such late delivery) on, the purchase price for Goods delivered late. WeWork may also, at its option, (i) cancel, without liability, an Order or portions of an Order for late Goods not yet delivered, or (ii) cover for late Goods by sourcing products from another supplier, in each case at Vendor's expense.</p> | <p>除非雙方另有約定，否則在不影響WeWork根據本協議或其他規定享有的任何其他救濟的前提下，若某批商品或其一部分發生延遲交付，供應商應：(a) 立即提出新的交付日期；(b) 盡最大努力自費儘快交付發生延遲的商品；及(c) 按比例向WeWork退還發生延遲的商品的購買價格或提供金額相當於WeWork因該等延遲而產生的成本的折扣。WeWork可以選擇：(i) 取消因發生延遲而未交付的商品的訂單或部分訂單，且無需就此承擔責任；或(ii) 向其他供應商購買延遲交付的商品。無論WeWork作出何種選擇，相關費用均由供應商承擔。</p> |
| <p>5. Warranties; Compliance with Laws.</p> | <p>5、保證；法律合規。</p> |

Vendor expressly warrants, represents and covenants to WeWork and its affiliates, successors, assigns, customers and users of WeWork's services, that all G&S (including any Work Product, as defined below) shall: (a) conform to the terms of the applicable Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested, furnished or provided to or adopted by WeWork; (b) be free from defects in design, material and workmanship; (c) be merchantable, safe and appropriate for the purpose for which G&S of such kind are normally used; (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled; (e) be fit for the particular purpose for which WeWork intends to use the G&S, operate as intended, and be merchantable; (f) be conveyed to WeWork with clear and marketable title, free and clear of all liens, security interests or other encumbrances; (g) not infringe or otherwise misappropriate the rights of any third parties; and (h) with respect to Services, be performed diligently in a good, professional and workmanlike manner consistent with contemporaneous best industry practices and relevant standards of care, using personnel of required skill, experience and qualifications, and devoting adequate resources to meet Vendor's obligations under this Agreement. For a period of 12 months after final acceptance of the Services by WeWork (the "Services Warranty Period"), Vendor will, at its own risk and expense, correct any and all defects made known to it by WeWork, and Vendor warrants that all Goods delivered hereunder shall comply with the foregoing sentences for the longer of (the "Warranty Period") (a) the Services Warranty Period or (b) the period provided in Vendor's standard warranty covering the Goods. These warranties survive any delivery, inspection, acceptance or payment of or for the G&S. In addition, Vendor warrants, represents and covenants that (i) it shall comply with, and the G&S shall comply and/or be performed in compliance with, (x) all applicable domestic, foreign and international/multinational laws, ordinances, orders, rules, actions, regulations and industry standards, (y) all rules, regulations and policies of WeWork, including security procedures concerning systems and data and remote access thereto, building security procedures (including restriction of access to certain areas of WeWork's premises or systems for security reasons or otherwise in WeWork's sole discretion), and general health and safety practices and procedures, and (z) all other agreements or statutory restrictions by which Vendor is bound, (ii) Vendor has obtained, and shall at all times during the term of this Agreement maintain, all necessary licenses and consents applicable to or necessary for the delivery of the G&S, (iii) Vendor shall ensure that all persons, whether employees, agents or any other person acting for or on behalf of Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to deliver the G&S (and, upon instruction of WeWork, shall not utilize such personnel as WeWork may deem unsuitable or incompetent to deliver any such G&S), and (iv) Vendor shall maintain complete and accurate written or electronic records relating to the delivery of the G&S under this Agreement, including records of the time spent and materials used by Vendor in connection therewith and any other basis for any charges billed in connection with any

供應商向WeWork及其關係企業、繼受人、受讓人、客戶及WeWork服務的用戶明確保證、聲明和承諾，所有商品和服務（包括任何工作成果，見下文定義）均：

(a) 符合相關訂單條款和/或WeWork要求的、或向WeWork遞交或提供的或WeWork採納的所有樣品、圖紙、標準、規格、性能標準及任何其他描述；(b) 不含任何設計、材料或工藝缺陷；(c) 適於銷售、安全，可用於同類商品和服務的一般用途；(d) 與其包裝、標籤及隨附材料一併進行適當的填裝、包裝、標注及貼標；(e) 適用於WeWork的擬定用途、可以按照擬定方式運行、並適於銷售；(f) 在轉移給WeWork時擁有明確、可售的所有權，且不含任何留置權、擔保權益或其他負擔；(g) 未侵犯或以其他方式盜用任何第三方權利；及(h) 若為服務，則該等服務係以良好、專業、熟練、符合行業當時最佳實踐和注意標準的方式，由具備相關技能、經驗及資歷的人員盡力提供，並為履行供應商本協議項下義務而投入足夠資源。在WeWork最終接受服務後的12個月（“服務保證期”）內，供應商將自擔風險和費用，改正WeWork向其告知的任何及所有缺陷。供應商保證，本協議項下交付的所有商品在下列期限內（“保證期”）符合前述規定：(a) 服務保證期，或(b) 相關商品所適用的供應商標準保證期（以兩者中較長者為準）。在完成商品和服務的任何交付、驗收或付款後，上述保證應繼續有效。此外，供應商保證、聲明及承諾：(i) 其應遵守以下規定且商品和服務本身和/或其履行應符合以下規定：(x) 所有適用的國內、國外、國際/多國法律、條例、法令、規則、法案、法規及行業標準，(y) 所有WeWork規則、規定及政策，包括系統、資料及其遠端連結的安全措施，建築安全措施（包括出於安全原因或WeWork自行決定的其他原因而限制WeWork場所內某些區域或系統的連結權限）、一般健康與安全實踐和措施，及(z) 對供應商具有約束力的所有其他協議或法定限制；(ii) 供應商已取得並應在本協議期限內始終保有交付商品和服務所需的一切適當或必要的許可和同意；(iii) 供應商應確保所有人員（無論是員工、代理或為供應商或代表供應商行事的或任何其他人員）均擁有相關法律所要求的適當授權、證書或認證，具備交付商品和服務所需的適當技術、經驗及資格（按照WeWork的指示，供應商不得使用WeWork認為不適合交付該等商品和服務或不具備相關資格的人員）；及(iv) 供應商應就本協議項下商品和服務的交付保留完整準確的書面或電子記錄，包括以WeWork核可的形式記錄供應商為此所花費的時間和材料，與訂單有關的任何其他收費依據，供應商遵守本條第(i)款至第(iii)款規定的文件記錄等。在本協議期限內及其屆滿後6年內，供應商應保留該等記錄，並在WeWork提出要求後將其提供給WeWork查閱和複製。在對該等記錄進行任何檢驗、檢查或稽核後，若發現供應商超額收費，則供應商應向WeWork退還超額部分，並按10%的年利率或相關法律允許的最高金額（以兩者中較低者為準）就超額部分支付利息，計息期限為超額產生之日起至退還之日。供應商應補償WeWork因該等稽核產生的所有費用和開支。該

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| <p>Order, and documenting Vendor's compliance with the requirements of clauses (i) through (iii) hereof, in such form as WeWork shall approve, which records Vendor shall retain and, during the term of this Agreement and for a period of 6 years thereafter, make available to WeWork, at WeWork's request, for inspection and copying. If any inspection, examination or audit of such records discloses any overcharges by Vendor, Vendor shall pay WeWork the amount of such overcharges, together with interest on such overcharges at the rate of 10% per annum, or the maximum amount allowed by applicable law, whichever is less, from the date of each such overcharge, until reimbursed to WeWork, and Vendor shall reimburse WeWork for all costs and expenses incurred by WeWork in connection with such audit. Any such inspection, examination or audit shall not relieve Vendor of any obligation, responsibility or liability hereunder or otherwise constitute WeWork's approval of or consent to any actions undertaken by Vendor. Vendor further warrants, represents and covenants that no liens, encumbrances, security interests, or other third party claims shall attach to any property owned or leased by WeWork in relation to Vendor's performance hereunder and that Vendor has all right, title and interest in the Goods to grant to WeWork the rights and licenses contained herein. WeWork's warranty rights hereunder are cumulative and in addition to, but shall not be limited by, any standard warranties offered by Vendor and any other warranties, express or implied, available to WeWork under applicable law. Vendor shall and hereby does assign all warranties that it receives from suppliers or manufacturers of materials and equipment provided in connection with the G&S. All warranties shall be construed as conditions as well as warranties and shall not be exclusive.</p> | <p>等檢驗、檢查或稽核不免除供應商在本協議項下的任何義務、職責或責任，亦不構成WeWork對供應商任何行為的核可或同意。供應商進一步保證、聲明及承諾，供應商履行本協議所涉的任何WeWork自有或租賃財產上，不得設定留置權、抵押權、擔保權益或其他第三方權利；供應商擁有商品的所有權利、所有權及利益，可向WeWork授予本協議所列權利和授權。WeWork就本協議項下保證享有的權利可以同時適用，不僅限於供應商提供的任何標準保證及WeWork根據相關法律享有的任何其他明示或默示保證。供應商應當並特此將其向與商品和服務有關的材料和設備的供應商或製造商取得的所有保證轉給WeWork。所有保證均視為條件和保證，不具有排他性。</p> |
| <p>6. WeWork's Rights.</p> | <p>6、WeWork的權利。</p> |
| <p>WeWork shall have a reasonable time after WeWork receives the Goods or Vendor completes the Services to inspect Goods (including Service deliverables) for conformity to the applicable Order and any other applicable specifications. G&S shall not be deemed accepted until WeWork has run adequate tests to determine whether such G&S conform to WeWork's specifications. WeWork's payment to Vendor for Goods or Services shall not be treated as acceptance. WeWork's inspection, testing or use of, or payment for, the G&S shall not constitute acceptance thereof and shall not affect Vendor's obligations and warranties set forth herein, which shall survive WeWork's inspection, testing, acceptance and/or use. Nothing contained herein shall relieve Vendor in any way from its obligations to test, inspect and control the quality of the G&S. WeWork may reject or revoke acceptance of any G&S that are, in WeWork's judgment, defective and/or do not conform to the terms of this Agreement ("non-conforming G&S"). In addition to any other rights available to WeWork, upon WeWork's rejection or revocation of acceptance of G&S or Vendor's failure to meet the terms of this Agreement in whole or in part, WeWork shall, in its sole discretion, direct Vendor to, at Vendor's sole cost and expense, (a) refund to WeWork the price of non-conforming G&S as well as any costs incurred by WeWork in relation thereto; or (b) upon a</p> | <p>在WeWork收到商品或在供應商完成服務後，WeWork有權於合理時間內對商品（包括服務的交付物）進行檢驗，以確定其是否符合訂單規定和其他規格要求。在WeWork進行充分測試以確定商品和服務是否符合WeWork規格要求之前，該等商品和服務不視為已被接受。WeWork向供應商支付商品或服務款項，不視為接受該等商品或服務。WeWork檢驗、測試、使用商品和服務或支付款項，不視為接受該等商品和服務，亦不影響供應商在本協議項下的義務和保證。在WeWork檢驗、測試、接受和/或使用商品和服務後，供應商在本協議項下的義務和保證應繼續有效。本協議任何內容不以任何方式免除供應商對商品和服務的測試、檢驗及品質管控義務。若WeWork判定任何商品和服務含有缺陷和/或不符合本協議規定（“不合格商品和服務”），其可以拒收該等商品和服務或撤銷接受。若WeWork拒收商品和服務或撤銷接受，或供應商未滿足本協議全部或部分規定，則WeWork除享有任何其他權利外，還可以自行決定指示供應商自費（a）向WeWork退還不合格商品和服務的價款，並支付WeWork由此產生的任何成本；或（b）按照WeWork的書面更換請求，更換、重新履行或改正該等商品和服務（且不得向WeWork收取額外成本），並在WeWork提出要求後7天內支付所有</p> |

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| <p>written replacement Order from WeWork, replace, re-perform or correct any such G&S at no additional cost to WeWork and pay for all related expenses (including any transportation charges) within 7 days of WeWork's demand; or (c) credit WeWork's account with an amount equal to the amount paid for such G&S, as well as any costs incurred by WeWork in relation thereto. WeWork may also choose to replace any non-conforming G&S from any other source, and Vendor will reimburse WeWork for any incremental costs incurred by WeWork in connection therewith. In addition, WeWork may, at Vendor's risk, return to Vendor non-conforming Goods and/or Goods supplied in excess of quantities ordered and may charge Vendor for all expenses related thereto. If Vendor fails to take any of the corrective action described herein, WeWork, upon notice to Vendor, may take such action and charge Vendor for all costs incurred by WeWork in relation thereto. WeWork's count as to the quantity of Goods delivered shall be accepted as final and conclusive on all shipments that are not accompanied by a packing slip indicating the quantity delivered. Unless specified otherwise, all G&S delivered hereunder shall not be in excess of the quantity ordered.</p> | <p>相關費用（包括運輸費用）；或（c）將相當於WeWork為不合格商品和服務所支付的價款及由此產生的任何費用的款項記入WeWork帳戶。WeWork亦可選擇從其他來源取得其他商品和服務以取代不合格商品和服務，供應商將賠償WeWork由此增加的任何成本。此外，WeWork可在供應商承擔風險的前提下，向供應商退還不合格商品和/或超過訂購數量的商品，並要求供應商承擔所有相關成本。若供應商未採取上述任何改正措施，則WeWork可在通知供應商後採取上述措施，並要求供應商承擔所有相關成本。就未隨附載明交付數量的裝箱單的所有運送，應以WeWork確定的商品交付數量作為最終確定數量。除另有規定外，本協議項下交付的所有商品和服務均不得超過訂購數量。</p> |
| <p>7. Price; Invoices; Setoff.</p> | <p>7、價格；發票；抵銷。</p> |
| <p>As full consideration for the performance of the Services, delivery of the Goods (if applicable) and the assignment of rights to WeWork, as provided in this Agreement, WeWork shall pay Vendor the amount specified in the applicable Order upon receipt of proper invoices for work completed in accordance with this Agreement and the applicable Order. Unless otherwise agreed to by WeWork, Vendor shall only invoice WeWork for Goods actually delivered and Services actually performed by Vendor, in each case that are accepted by WeWork. Vendor warrants that the prices for the G&S as provided to WeWork are complete and no additional charges of any type shall be added without WeWork's express written consent. The prices set forth in an Order are firm and the total amount due from WeWork for the G&S, including, without limitation, duties, taxes or any other charges agreed upon by WeWork, subject to adjustment for any rebates or credits described herein or therein. Unless otherwise agreed in an Order, the prices for any Goods or Services shall not exceed the pricing for similar goods or services offered by Vendor to its other clients, and, if at any time during the term of this Agreement Vendor offers more favorable prices or any more favorable terms or conditions to any third party client, WeWork shall be entitled to such prices or terms and conditions for all Goods and Services provided from and after the date of such offer to any such third party client. Unless otherwise agreed in an Order, invoices shall be submitted to WeWork within 90 days following WeWork's receipt of the Goods or full performance of the Services and must reference the applicable Order number. Payment terms for all undisputed amounts shall be net 90 days from (a) the date of WeWork's receipt of the applicable, accurate invoice or (b) if later, WeWork's acceptance of the G&S. If WeWork has a claim against Vendor resulting from an Order or any other transaction, WeWork may deduct or set off disputed amounts from Vendor's claims for amounts due, without prejudice to any other remedies WeWork may have under</p> | <p>作為按照本協議規定履行服務、交付商品（如適用）並向WeWork轉讓權利的充分對價，WeWork應在收到供應商按照本協議和相關訂單已完成的工作所對應的正確發票後，向供應商支付訂單款項。除非WeWork另行同意，否則供應商應僅就其實際交付和履行、並由WeWork接受的商品和服務出具發票。供應商保證，其向WeWork提供的商品和服務的價格為完整價格，未經WeWork明確書面同意，不得增加任何類別的額外費用。訂單所列價格為WeWork就商品和服務須支付的確定總價，包括但不限於關稅、稅款或WeWork同意的任何其他費用，受限於根據本協議或相關訂單規定的任何折扣或優惠作出的調整。除非訂單中另有約定，否則本協議項下任何商品或服務的價格不得超過供應商向其他客戶提供的類似商品或服務的價格。若供應商在本協議期限內的任何時間向任何第三方提供了更為優惠的價格或更為有利的條款和條件，則自供應商向該等第三方客戶提供該等價格或條款和條件之日起，WeWork有權對所有商品和服務適用該等價格或條款和條件。除非訂單中另有約定，否則應在WeWork收到商品或在服務履行完畢後90天內向WeWork出具發票，並注明訂單號。無爭議的所有款項應在（a）WeWork收到準確無誤的發票之日，或（b）WeWork接受商品和服務之日（以兩者中較晚者為準）後淨90天內支付。若WeWork因訂單或任何其他交易而向供應商提出索賠，則WeWork可以從供應商主張的款項中扣除或抵銷爭議所涉金額，且不影響WeWork根據本協議或其他規定享有的任何其他救濟。WeWork郵寄支票或發起電子支付，即視為付款。未經WeWork事先書面同意，供應商不得收取罰息或其他逾期罰金。雙方應通過善意協商及時解決任何爭議。發生爭議後，除雙方正在協商或仲裁的爭議事項外，供應商應繼續履行本協議項下義務（除非該等爭議涉及重</p> |

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| <p>this Agreement or otherwise. Payment is made when WeWork’s check is mailed or electronic payment initiated. No interest charges or other penalties for late payment may be assessed by Vendor without the prior written consent of WeWork. The parties shall seek to resolve any disputes expeditiously and in good faith. Except for matters which the parties are disputing and which are undergoing consultation or arbitration, Vendor shall continue performing its obligations (unless the dispute relates to a material breach or potential violation of applicable laws) under this Agreement notwithstanding any such dispute.</p> | <p>大的違約或可能的違法)。</p> |
| <p>8. Taxes.</p> | <p>8、稅賦。</p> |
| <p>Vendor shall be liable for any applicable income taxes, business taxes, withholdings, or any taxes not explicitly listed but payable by Vendor to Taiwan tax authorities. Except as expressly set forth in this Agreement or required by any applicable law, WeWork shall have no responsibility to pay or withhold from any payment to Vendor under this Agreement, any Taiwan domestic, foreign or international/multinational taxes or fees. Where required by applicable law, Vendor will charge WeWork value added tax, consumption tax, goods tax or equivalent type charges (collectively, “Transaction Taxes”) that are owed by WeWork solely as a result of the Services provided by Vendor to WeWork under this Agreement and which are required or permitted to be collected from WeWork by Vendor under applicable law. All charges shall be detailed by Vendor in the applicable Order and shall be supported by Government Uniform Invoices or commercial invoices provided by Vendor to WeWork. Vendor shall at WeWork’s discretion (subject to legal requirements) issue invoices to WeWork and list the correct subtotal, Transaction Tax items and total on the invoice or attach thereto a pro forma identifying correct Order number, name of each G&S, quantity, subtotal, total, corresponding Transaction Taxes for each G&S, date, name and contact information of Vendor. In the event that Vendor is an individual or foreign (non-Taiwan) entity, where any relevant taxation authority or applicable tax laws and rules imposes any tax on the payment by WeWork to Vendor and requires WeWork to withhold such tax (“Withholding Tax”), WeWork may deduct such Withholding Tax from the payment to Vendor and remit such Withholding Tax to the relevant taxing authority on behalf of Vendor. The determination of the applicability of a Withholding Tax and the applicable tax rate shall be at WeWork’s sole discretion (subject to legal requirements in Taiwan). In the event a reduced Withholding Tax rate may apply on payments to Vendor, Vendor shall be solely responsible for applying for such reduction and obtaining the written approval from Taiwan tax authority. In case the Vendor fails to notify WeWork that it will apply for tax reductions or fails to provide WeWork the written approval from Taiwan tax authority in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Vendor shall be subject to the deduction at WeWork’s discretion. Vendor shall furnish to WeWork all documentation necessary to complete the tax filing and payment of Withholding Tax. After completion of payment of Withholding Tax, WeWork will pay the amount after</p> | <p>供應商應承擔與本協議下供應商向WeWork 提供的服務相關的、或就該等服務徵收的所有適用的所得稅、營業稅、扣繳稅款或任何其他雖未列明但供應商應當作為納稅義務人向台灣稅局繳納的稅收。除非在本協議中明確約定或任何適用法律另有規定， WeWork 無義務支付或自任何本協議下向供應商支付的款項中扣繳任何台灣境內的、外國或國際/多國的稅費。當適用法律有規定時，僅作為本協議下供應商向WeWork 提供的服務（且適用的法律要求或允許供應商向WeWork 收取該等費用）， 供應商將向WeWork 收取WeWork 應付之增值稅、消費稅、貨物稅或等同於上述稅收的費用（合稱“交易稅”）。所有收費的明細均需由供應商在訂單中列明，同時需由供應商向 WeWork 出具的統一發票、商業發票支持。供應商應向WeWork 出具發票，並在發票上列明準確小計款項、交易稅明細以及總計款項；或在發票所附的報價單列明準確的訂單號、每一項商品和服務名稱、數量、小計款項、總計款項、與各項商品和服務相對應的交易稅、日期、供應商名稱及聯繫方式。除非法律另有規定，否則究竟是提供發票時在發票上列明相關信息還是提供發票和報價單，並在報價單上列明相關信息取決於WeWork 的決定。當供應商為個人或海外（非台灣本地）實體時，如果有管轄權的稅務主管部門或適用的稅收法律法規對WeWork 向供應商支付的款項徵稅，並要求WeWork 代為扣繳相關稅款（“扣繳稅”），則WeWork 有權自向供應商所支付的款項中扣除該等扣繳稅，並以供應商名義向相關稅務部門繳納。除非適用法律另有規定，否則是否適用扣繳稅及適用稅率由 WeWork 依台灣法令規定判定。如果某項減免扣繳所得稅的法律法規可以適用於向供應商支付的款項，供應商應自行向台灣稅局進行申請，並獲取稅局的書面批复。如供應商未能及時向WeWork 告知其會申請相關稅收減免政策，或在WeWork 向供應商支付款項前供應商未能從台灣稅局獲取書面批复並提供給WeWork，則相關減免政策不適用於任何向供應商支付的款項，WeWork 仍有權自行判斷並扣繳稅款。供應商應向WeWork 提交所有需要的相關材料以配合WeWork 完成扣繳。 WeWork 將在扣繳完成後將扣除扣繳稅款後的金額支付給供應商。若訂單明確約定了供應商報價為不含台灣扣繳稅價格，則由WeWork 負擔之扣繳稅款將會被視為是報酬之調整。如供應商提出合理要求， WeWork</p> |

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| <p>deduction of Withholding Tax to the Vendor. In case it is expressly specified in the Order that the amount does not include Taiwan Withholding Tax, the Withholding Tax borne by WeWork shall be deemed as adjustment to the compensation. Upon reasonable request by Vendor, WeWork shall furnish Vendor with tax receipts or other documentation evidencing the payment of such Withholding Tax when available.</p> | <p>將在獲得繳稅收據或其他證明繳納稅款的憑證後向供應商提供該等憑證。</p> |
| <p>9. Changes.</p> | <p>9、變更。</p> |
| <p>WeWork may, at any time prior to delivery of any Goods or completion of any Services, reschedule the Services, change the delivery destination for Goods in any Order, change the Services provided under any Order, or cancel any Order, or otherwise change the specifications such G&S, in any such case upon written notice to Vendor (each, a “Change Order”), in each case, at no cost to WeWork, except that if WeWork requests changes that will materially increase or decrease the cost of providing Goods or Services to WeWork, such as by requiring additional Services or additional materials, the parties will negotiate an appropriate adjustment to their obligations under the Order in accordance with this provision before Vendor commences performance related to such Change Order. Vendor will accept any changes, and shall, if a change increases or decreases the cost or time required for performance, within 2 business days of receiving a Change Order, submit to WeWork a firm cost proposal reflecting any such increases or decreases resulting from such Change Order. If WeWork accepts such cost proposal, Vendor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. If WeWork does not accept such cost proposal, WeWork may cancel the related Order. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement. Vendor shall inform WeWork at least 2 business days in advance of effecting or permitting any material change, intentional or otherwise, to the G&S, including, without limitation, changes in composition, quality specifications, manufacturing processes, labeling, functionality, safety, manufacturing locations, and use of any suppliers or subcontractors. Upon notice of a Vendor-initiated change, WeWork may cancel the related Order. Any Vendor-initiated revisions to an Order, with respect to price or otherwise, must be in writing and approved by WeWork. In no event shall Vendor unreasonably withhold or delay agreement to any Change Order that WeWork may request hereunder.</p> | <p>在交付任何商品或完成任何服務前，WeWork 可隨時向供應商發出書面通知（“變更單”）調整服務時間、變更任何訂單項下的商品交付目的地、變更任何訂單項下的服務、取消任何訂單或以其他方式變更商品和服務的規格。WeWork 無需就變更支付任何費用，除非 WeWork 要求的變更將實質增加或減少向其提供商品或服務所需的費用，例如：要求提供額外服務或額外材料，遇此情形，雙方將在供應商開始履行變更單之前，按照本條規定通過協商適當調整雙方在訂單項下的義務。供應商將接受任何變更，且若變更將增加或減少履約費用或時間，供應商應在收到變更單後2個營業日內，向WeWork遞交一份準確的費用方案，反映該等變更單所引起的任何增減。若WeWork接受費用方案，則供應商應按照費用方案及本協議的條款和條件，提供變更後的服務。若WeWork不接受費用方案，則WeWork可以取消相關訂單。供應商確認並認可，其可能有權或無權根據變更單調整其在本協議項下的報酬或履約時限。若供應商要求或允許對商品和服務作出任何實質性的變更（無論是有意的或其他情況，包括但不限於組成部分、品質規格、生產工藝、標籤、功能、安全性、生產地點、所用供應商或分包商的變更），其應至少提前2個營業日告知WeWork。在收到供應商要求變更的通知後，WeWork可以取消相關訂單。若供應商要求變更訂單價格或其他條款，該等要求必須以書面形式作出並取得WeWork核可。在任何情況下，供應商均不得無理拒絕或延遲同意WeWork在本協議項下要求簽發的任何變更單。</p> |
| <p>10. Indemnification.</p> | <p>10、賠償。</p> |
| <p>Vendor and its affiliates (collectively, “Vendor Affiliates”) shall defend, indemnify and hold WeWork and its affiliates, directors, officers, managers, members, employees, agents, representatives and other vendors harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, penalties, losses, damages, costs and expenses (including reasonable attorneys , fees and costs) of any nature</p> | <p>對於WeWork及其關係企業、董事、管理人員、經理、成員、員工、代理、代表及其他供應商因供應商按照訂單提供的商品和服務所引起或與之有關的任何性質的任何及所有索賠、要求、訴訟、訴因、法律程序、判決及其他責任、義務、處罰、損失、損害、成本及開支（包括合理的律師費和成本）（統稱“索賠”），供應商及其關係企業（統稱“供應商關係企業”）應為其抗辯、</p> |

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| <p>(collectively, the “Claim”) to the extent arising out of or in any way connected with the G&S provided pursuant to an Order, including, without limitation, (a) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (b) Vendor failing to satisfy any applicable taxing authority’s guidelines for an independent contractor; (c) any claim based on the negligence, omissions, or willful misconduct of Vendor or any Vendor Affiliates; (d) Vendor failing to satisfy its obligations with respect to the protection of Confidential Information (as defined below); (e) Vendor failing to comply with any requirement of applicable law (including any failure to identify or any misidentification of the country of origin of any Goods provided hereunder); (f) any claim by a third party against WeWork alleging that the G&S, the results of any Services, or any other products or processes provided pursuant to an Order, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes; (g) all mechanics, and materialmen's liens; (h) the failure of Vendor to deliver the G&S in accordance with this Agreement or any Order hereunder; (i) interference with, interruption or change to any utility or facility caused by Vendor or any subcontractor; or (j) any breach by Vendor or any Vendor Affiliate of any covenant, representation or warranty herein. The foregoing obligations shall not apply to the extent the Claim is due to or arises from the gross negligence or willful misconduct of WeWork. Vendor shall not settle any such suit or claim without WeWork’s prior written approval. Vendor agrees to pay or reimburse all costs that may be incurred by WeWork in enforcing this indemnity or in pursuing any insurance providers, including attorneys’ fees. WeWork may be represented by and participate through its own counsel with respect to any Claim. At WeWork’s option, Vendor shall take control of the defense of any such Claim. Should the use of any G&S by WeWork, its distributors, subcontractors, or customers be enjoined, threatened by injunction, or the subject of any legal proceeding, Vendor shall, at Vendor's sole cost and expense, and WeWork's option, either (i) substitute fully equivalent non-infringing G&S; (ii) modify the G&S so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for WeWork, its distributors, subcontractors, or customers the right to continue using the G&S; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing G&S. Vendor’s liability to WeWork for any of the matters contained in this Agreement, including, without limitation, the indemnification obligations set forth herein, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder. The indemnification obligations herein shall survive the expiration or termination of this Agreement.</p> | <p>作出賠償、保障其不受損害，索賠包括但不限於： (a) 因任何人員傷亡、財產破壞或損壞、環境污染及相關清理費用而提起的索賠；(b) 供應商未遵守相關稅務機關就獨立承包商的指南；(c) 因供應商或供應商關係企業的疏忽、不作為或故意不當行為而提起的任何索賠；(d) 供應商未履行機密資訊（見下文定義）的保護義務；(e) 供應商未遵守適用法律的任何規定（包括未標註或錯誤標註本協議項下任何商品的原產地）；(f) 第三方對WeWork提起任何索賠，聲稱根據訂單提供的任何商品和服務、任何服務成果、或任何其他產品或工藝侵犯第三方專利、著作權、商標、營業秘密或其他專有權利，無論該等項目其係單獨提供，還是與其他產品、軟體或工藝一併提供；(g) 所有機械留置權和材料留置權；(h) 供應商未按照本協議或本協議項下任何訂單的規定交付商品和服務；(i) 因供應商或任何分包商的原因導致任何工具或設備遭干擾、中斷或變更；或(j) 供應商或任何供應商關係企業違反本協議所載任何承諾、聲明或保證。前述義務不適用於因WeWork重大過失或故意不當行為導致或引起的索賠。未經WeWork事先書面同意，供應商不得和解任何此類訴訟或索賠。供應商同意支付或補償WeWork在強制執行本賠償條款的過程中或在追究任何保險公司責任的過程中產生的所有費用，包括律師費。WeWork可以安排己方律師參與索賠。若WeWork選擇由供應商控制任何此類索賠的抗辯，則供應商應如此行事。若WeWork或其經銷商、分包商或客戶對任何商品和服務的使用遭禁止，或受禁制令威脅，或涉入任何法律程序，供應商應自費根據WeWork的選擇作出以下行為： (i) 以完全等同的非侵權商品和服務加以替換；(ii) 修改該等商品和服務，使其在功能完全等同的前提下不再侵權；(iii) 為WeWork及其經銷商、分包商或客戶取得繼續使用商品和服務的權利；或(iv) 若上述措施均不可行，應退還已就侵權商品和服務收取的所有款項。供應商就本協議項下任何事項而向WeWork承擔的責任（包括但不限於本協議項下的賠償義務），不受限於本協議項下規定的保單或該等保單項下取得的任何賠償款。本協議期滿或終止後，本協議項下的賠償義務應繼續有效。</p> |
| <p>11. Insurance.</p> | <p>11、保險。</p> |

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| <p>During the term of this Agreement and for a period of 6 years thereafter, Vendor shall, at its sole cost and expense, and shall cause Vendor Affiliates to, have in effect and keep in force insurance coverage which is primary and noncontributory as to any insurance maintained by WeWork, with reputable insurance companies. WeWork shall be named as an additional insured on all such policies, except the worker's compensation and employer's liability policies. All insurance shall also include waiver of subrogation provisions in favor of WeWork. The minimum insurance coverage to be maintained by Vendor shall be in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement, as determined by WeWork in its reasonable discretion, subject to any greater coverage requirements mandated by applicable law or the common best practice and standards of care in Vendor's industry. Vendor agrees that WeWork may, from time to time, reasonably require that Vendor obtain and maintain additional insurance in connection with Services to be performed under this Agreement. All such certificates and policies shall include a provision whereby WeWork will be given 30 days advance written notice of the insurer's intention to cancel or materially alter such policies. Upon request, Vendor shall provide WeWork with certificates of insurance or evidence of coverage before commencing performance under this Agreement and shall file renewal certificates with WeWork as necessary to ensure that a current certificate is on file with WeWork at all times during the term of this Agreement. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against WeWork's insurers and WeWork. Vendor shall not commence, and shall not allow any of Vendor Affiliates to commence, any portion of the Services until it has obtained all insurance required hereunder. The liability of Vendor shall not be limited by said insurance policies or the recovery of any amounts from any insurance policies.</p> | <p>本協議期限內及其屆滿後6年內，供應商應自費（並促使供應商關係企業）向聲譽良好的保險公司購買和維持基本保險。該等保險與WeWork所購保險不存在分攤關係。WeWork應被列為該等保險項下的額外被保險人，但勞工賠償險和雇主責任險除外。所有保險均應載明為WeWork之利益而放棄代位求償權。供應商維持的最低保險額應與本協議項下服務的範圍和性質合理相關，具體由WeWork自行合理確定，除非根據相關法律的強制規定或供應商所在行業的慣例最佳實踐和注意標準須維持更高的最低保險額。供應商同意，WeWork可以不時合理要求供應商為本協議項下服務取得和維持其他保險。所有保險證書和保單均應規定，若保險人擬取消或實質變更保單，將提前30天書面通知WeWork。應WeWork要求，供應商應在開始履行本協議之前向WeWork提供保險證書或投保證明，並在必要時將續保證明備置於WeWork，以確保本協議期限內始終有最新的保險證書備置於WeWork。除非法律禁止，否則供應商應要求其保險人放棄對WeWork保險人和WeWork享有的所有代位求償權。在取得本協議項下規定的所有保險前，供應商不得開始（亦不得允許任何供應商關係企業開始）提供任何部分的服務。供應商的責任不受限於上述保單或該等保單項下取得的任何賠償款。</p> |
| <p>12. Ownership.</p> | <p>12、所有權。</p> |
| <p>WeWork shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, mask work rights, trademark rights and all other intellectual rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Vendor during the term of this Agreement that arise out of the Services or any Confidential Information (as defined below) (collectively, "Work Product"). To the extent that ownership of any Work Product does not automatically vest in WeWork, Vendor hereby assigns and agrees to assign to WeWork all Work Product. Vendor will promptly disclose and provide all Work Product to WeWork. Vendor shall further assist WeWork, at WeWork's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, enforce, and defend any rights assigned. All materials, supplies, or equipment furnished or paid for by WeWork in connection with an Order shall remain WeWork's property (title shall not transfer to Vendor), shall be maintained by Vendor in good condition, shall be used by</p> | <p>WeWork應擁有全部或部分由供應商在本協議期限內創作、構思或付諸實踐的、與服務或任何機密資訊（見下文定義）有關的任何及所有發明（無論是否可以申請專利）、原創作品、稱號、設計、專有技術、理念及資訊（統稱“工作成果”）的所有權利、所有權及利益（包括全球範圍內的專利權、著作權、營業秘密權、光罩著作權、商標權及其他智慧財產權）。若任何工作成果的所有權未自動歸屬WeWork，則供應商特此向WeWork轉讓並同意向WeWork轉讓所有工作成果。供應商將及時向WeWork揭露並提供所有工作成果，並協助WeWork進一步證實、記錄、完善該等轉讓，同時完善、獲取、執行及捍衛所轉讓的權利，費用由WeWork承擔。WeWork就訂單而提供或由其付款的所有材料、物料或設備始終為WeWork財產（所有權不轉讓給供應商）。供應商應確保該等材料、物料或設備處於良好狀態，僅為WeWork進行使用，並在完成相關訂單後，根據WeWork的指示將其返還給WeWork或以其他方式進行處置。</p> |

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| <p>Vendor only for WeWork, and shall be returned to WeWork or otherwise disposed of as directed by WeWork upon completion of such Order.</p> | |
| <p>13. Confidentiality and Publicity.</p> | <p>13、保密與宣傳。</p> |
| <p>Vendor, its employees, agents and representatives, shall consider as WeWork's "Confidential Information" all nonpublic or proprietary information provided by WeWork or its affiliates or members, all specifications or other documents prepared by Vendor in connection herewith, the fact that WeWork has contracted to purchase G&S from Vendor, the terms of this Agreement and all other non-public information relating to an Order. In addition, Confidential Information means any third party's proprietary or confidential information disclosed to Vendor in the course of providing G&S to WeWork. Confidential Information does not include any information which is now or becomes generally publicly known through no wrongful act or failure to act of Vendor. Without WeWork's prior written consent, Vendor shall not (a) disclose or use Confidential Information for any purpose other than performing an Order, (b) announce, publicize or discuss with third parties the subject matter of this Agreement or an Order, (c) include WeWork's name or trademarks in any marketing materials or (d) disclose that WeWork is Vendor's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity. Vendor will use the same amount of care to protect Confidential Information that it uses to protect its own information of like kind, but in any event not less than reasonable care. Vendor agrees not to copy, alter, or directly or indirectly disclose any Confidential Information. Vendor agrees (x) to limit its internal distribution of Confidential Information to Vendor Affiliates who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Vendor Affiliates of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement and, upon WeWork's written request, the execution of non-disclosure or intellectual property assignment or license agreements in a form that is reasonably satisfactory to WeWork, copies of any such writings to be provided to WeWork upon request, and (y) that Vendor shall be responsible for any breach by any such Vendor Affiliates of any such agreement. Vendor agrees not to design or manufacture any products incorporating Confidential Information without WeWork's express written consent in each instance. All Confidential Information is and shall remain WeWork property. This Agreement does not grant, or otherwise give, Vendor any rights to any Confidential Information or any other WeWork intellectual property or proprietary materials. Vendor may receive access to information, property, and other tangible and intangible assets ("Member Property") of individuals and entities occupying space in a WeWork facility (collectively, "WeWork Members"), including, without limitation, sensitive and confidential information regarding such WeWork Members and their actual or potential employees, customers, and/or business partners. Vendor will not use, remove, copy, manipulate, access, damage, destroy, disclose</p> | <p>供應商及其員工、代理和代表應將WeWork或其關係企業或成員提供的所有非公開或專有資訊、供應商為本協議製備的所有規範或其他文件、WeWork已與供應商訂立契約向供應商購買商品和服務的事實、本協議的條款以及與訂單相關的所有其他非公開資訊視為WeWork的“機密資訊”。此外，機密資訊還包括在向WeWork提供商品和服務的過程中向供應商揭露的任何第三方專有或機密資訊。機密資訊不包括非因供應商不當行為或不作為而已經成為或將來成為一般公眾所普遍知悉的資訊。未經WeWork事先書面同意，供應商不得：（a）非因履行訂單之目的揭露或使用機密資訊；（b）宣佈、宣傳或與第三方討論本協議或訂單主題事宜；（c）在任何市場推廣材料中標註WeWork的名稱或商標；（d）揭露WeWork係供應商的客戶。前述規定應受限於雙方就保密不揭露和/或宣傳而專門簽署的任何其他書面協議。供應商對機密資訊的注意程度應與其保護自身類似資訊時所盡的注意程度相當，但任何情況下不得低於合理注意程度。供應商同意不複製、修改或直接/間接揭露機密資訊。供應商同意（x）機密資訊的內部傳遞僅限於向確有必要知悉該等機密資訊的供應商關係企業進行，並採取措施確保該等資訊在限制範圍內傳遞，包括促使供應商關係企業簽署含有實質類似於本協議所載條款的保密協議，且若WeWork提出書面要求，則以WeWork合理滿意的形式簽署保密協議或智慧財產權轉讓協議或授權協議，並應WeWork要求向其提供該等文書的影本；及（y）供應商應對於供應商關係企業違反任何該等協議的行為承擔責任。供應商同意，在任何情況下，未經WeWork明確書面同意，其不得設計或生產含有機密資訊的任何產品。所有機密資訊均為（且始終為）WeWork財產。本協議並未向供應商授予或以其他方式給予對任何機密資訊或任何其他WeWork智慧財產權或專有材料的任何權利。供應商可接觸入駐WeWork設施空間的個人和實體（統稱“WeWork會員”）的資訊、財產及其他有形和無形資產（“會員財產”），包括但不限於該等WeWork會員及其現有或潛在員工、客戶和/或商業合作夥伴的敏感和機密資訊。供應商不得使用、轉移、複製、操縱、接觸、損壞、損毀、揭露或以其他方式處理任何會員財產，供應商根據本協議規定交付商品和服務所需的情形除外。供應商不得（i）複製或與任何第三方共享其自WeWork處獲取的進入/存取憑證，無論為實物形式（如門禁卡）、電子形式（如存取代碼）或其他形式；（ii）未經WeWork或相關WeWork會員適當准許，促使或允許任何第三方進入、接觸、或使用WeWork設施和/或任何會員財產。若出於提供服務的需要，要求供應商將任何財產（包括會員財產）轉移和/或運送到WeWork設施之外，則供應商應採取所有合理措施，在該等財產位於WeWork設施</p> |

or otherwise engage with any Member Property except solely to the extent necessary for Vendor to deliver the G&S in accordance with this Agreement. Vendor will not (i) copy or share with any third party any access credentials received from WeWork, whether physical (e.g. key cards), electronic (e.g. access codes), or other or (ii) otherwise cause or allow any third parties without proper permission from WeWork, or the applicable WeWork Member, to access a WeWork facility and/or any Member Property. If the Services require Vendor to remove and/or transport any property, including Member Property, away from a WeWork facility, Vendor will take all necessary measures to protect and secure such property from unauthorized access, damage or destruction at all times while such property is not in a WeWork facility, including, without limitation, by ensuring that such property is not left unattended or unsecured at any point. Vendor agrees to require any permitted delegatee or subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon WeWork's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to WeWork (it being understood that, prior to any such delegation or subcontracting, any such delegatee or subcontractor shall be informed of the confidential nature of the Confidential Information and shall agree, in writing, to be bound by the terms of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement, copies of which writings shall be provided to WeWork upon request, and Vendor shall be responsible for any breach by any such delegatee or subcontractor of such agreement). Vendor shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Confidential Information. Vendor shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Information through the use of appropriate physical and logical security measures, including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by WeWork or otherwise required by applicable law or relevant industry standards. If requested by WeWork at any time during the term of this Agreement, Vendor shall provide WeWork with a copy of Vendor's then-current information security policy. Vendor shall promptly notify WeWork in the event that Vendor learns or has reason to believe that any person or entity has breached or attempted to breach Vendor's security measures, or gained unauthorized access to Confidential Information ("Information Security Breach"). Upon any such discovery, Vendor shall (a) investigate, remediate and mitigate the effects of the Information Security Breach, and (b) provide WeWork with assurances reasonably satisfactory to WeWork that such Information Security Breach will not recur. If WeWork determines that notices (whether in WeWork's or Vendor's name) or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted following an Information Security Breach, Vendor will, at WeWork's request and at Vendor's

外的情況下始終保護該等財產，使之免遭未授權接觸、使用、損壞或損毀，包括但不限於確保該等財產不在任何情況下處於無人看管或缺失防護措施的狀態。供應商同意，其將要求任何獲准受託人或分包商以書面形式受本協議保密條款約束，且若WeWork提出書面要求，將以WeWork合理滿意的形式訂立保密協議或智慧財產權轉讓協議或授權協議（雙方理解，在開展該等授權或分包之前，受託人或分包商應被告知機密資訊的保密性質，並應書面同意簽署含有實質類似於本協議所載條款的保密協議，受該保密協議條款的約束，應WeWork要求向其提供該等文書的影本，且對於該等受託人或分包商違反本協議的任何行為，供應商將承擔相應責任）。供應商應在法律、組織和技術層面採取相應措施，保護機密資訊免遭任何不合法或未授權的處理。供應商應維持合理的操作標準與安全程序，並應採取適當的物理與邏輯安全措施盡力保護機密資訊，該等措施包括但不限於適當的網路安全與加密技術、合理的用戶識別或密碼控制要求（包括多因素認證、增強型密碼、會話超時以及WeWork可能不時頒佈的或適用法律或行業標準可能要求採取的其他安全措施）。本協議期限內，若WeWork提出要求，供應商應向WeWork提供供應商屆時有效的資訊安全政策的影本一份。若供應商知悉或有理由相信任何個人或實體已違反或試圖違反供應商的安全措施，或在未授權情況下接觸、使用機密資訊（“**資訊安全違規**”），則供應商應立即通知WeWork。發現資訊安全違規後，供應商應（a）調查、修復並減輕資訊安全違規的影響；（b）提供令WeWork合理滿意的保證，確保不再發生該等資訊安全違規。若WeWork認為特定資訊安全違規發生後有必要發出通知（無論以WeWork或供應商名義發出）或採取其他補救措施（包括通知、信用監控服務、欺詐保險以及設立應對客戶詢問的呼叫中心），則供應商應應WeWork的要求自費採取前述補救措施。

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| cost and expense, undertake the aforementioned remedial actions. | |
| 14. Term; Termination. | 14、期限；終止。 |
| <p>This Agreement shall commence on the latest date below the signatures hereto and shall continue until terminated as set forth herein. WeWork may terminate this Agreement upon written notice to Vendor if Vendor fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves or fails to provide WeWork, upon request, with reasonable assurances of future performance. WeWork may, at its election, either permanently or temporarily stop performance of the Services or the delivery of Goods by Vendor under this Agreement or any Order and/or terminate this Agreement and/or any Order upon 10 days written notice to the Vendor, for any reason or no reason. Vendor shall cease to perform Services and/or provide Goods under an Order (a) immediately upon receipt of a cancellation notice from WeWork or (b) on the date of termination specified in such notice. Vendor may terminate this Agreement upon written notice to WeWork if WeWork fails to pay Vendor within 60 days after Vendor notifies WeWork in writing that payment is past due. If WeWork terminates this Agreement, it may also, at its sole discretion, choose to terminate all or any portion of outstanding Orders or permit Vendor to continue performance under any such outstanding Orders, at WeWork's discretion. Upon the expiration or termination of this Agreement or an Order for any reason: (i) WeWork shall pay Vendor for the portion of the Services satisfactorily performed and those conforming Goods delivered to WeWork through the date of termination, unless termination was due to Vendor's material breach, less appropriate offsets, including any additional costs to be incurred by WeWork in completing the Services; (ii) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (iii) Vendor will promptly deliver to WeWork all Confidential Information and/or Work Product in its possession and at its expense.</p> | <p>本協議自文後簽名下方所註日期中最晚的日期起生效，在據其條款終止之前持續有效。若供應商未履行本協議或以其他方式違反本協議、提出破產聲請、資不抵債、解散、未應WeWork要求向其提供未來履約的合理保證，則WeWork可向供應商發出書面通知終止本協議。WeWork可自行決定要求供應商永久或暫時停止本協議或任何訂單項下的服務履行或商品交付，和/或提前10天向供應商發出書面通知，有因或無因終止本協議和/或任何訂單。供應商應在（a）收到WeWork取消訂單的通知時，或（b）該等通知所載終止日，停止訂單項下的服務履行和/或商品交付。若WeWork在供應商向WeWork發出付款逾期的通知後60天內未向供應商付款，則供應商可向WeWork發出書面通知終止本協議。若WeWork終止本協議，其可自行選擇終止所有未完成的訂單或其任何部分，或准許供應商繼續履行該等未完成的訂單。本協議或任何訂單到期或因任何原因終止後：（i）針對供應商截至終止日已圓滿履行的部分服務與已交付的合格商品，WeWork應在抵銷適當款項（包括WeWork為完成服務而產生的額外費用）後向供應商付款（但因供應商實質違反導致終止者除外）；（ii）自期滿或終止之日起，一方將不再向另一方承擔任何義務，但據其性質應在該等期滿或終止後繼續有效者除外；且（iii）供應商應立即自費向WeWork交付由其保管的所有機密資訊和/或工作成果。</p> |
| 15. Limitation on Liability; Statute of Limitations. | 15、責任限制；時效。 |
| <p>WeWork shall not be liable to any party for anticipated profits, special, indirect, punitive, incidental or consequential damages, or penalties of any kind. WeWork's liability on any claim arising out of, in connection with, or resulting from this Agreement or any Order and from performance or breach hereof or thereof shall in no case exceed the price allocable to the G&S giving rise to the claim. Vendor must commence any legal proceeding against WeWork arising from this Agreement or any Order within one year from the date the cause of action accrues.</p> | <p>WeWork對任何一方的預期利潤、特殊的、非直接的、懲罰性的、附帶性或間接性的損害，或任何性質的罰金均不承擔責任。在任何情況下，對於因本協議或任何訂單以及本協議或任何訂單的履行或違約引起、產生或與之有關的任何索賠，WeWork的賠償責任不超過可分攤至索賠所涉商品和服務的價格。供應商就本協議或任何訂單向WeWork提起的任何法律程序，必須在產生訴因後一年內提起。</p> |
| 16. Governing Law; Attorneys' Fees. | 16、準據法；律師費。 |
| <p>This Agreement, any Order and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the Republic of China,</p> | <p>本協議、任何訂單以及雙方權利與義務受中華民國法律管轄、據其釋義並據其強制執行，不考慮其衝突法規定。雙方明確同意，本協議或雙方關係不適用《聯合國</p> |

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| <p>without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to their relationship. In any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.</p> | <p>國際貨物買賣契約公約》。在任何強制執行本協議的法律程序中，獲勝方有權在其可能享有的任何其他救濟之外，追回其所有成本和費用與合理律師費。</p> |
| <p>17. Dispute Resolution; Jurisdiction; Venue.</p> | <p>17、爭議解決；管轄權；審裁地。</p> |
| <p>If there is a dispute between the parties, the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within 60 days after the complaining party's written notice to the other party, except that either party may seek interim, conservancy or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, shall be finally settled by the Chinese Arbitration Association, Taipei ("CAAT") in accordance with its then-current arbitration rules (the "CAAT Rules") in force at the time of commencement of the arbitration. The arbitral tribunal shall consist of three (3) arbitrators appointed in accordance with the CAAT Rules. Any arbitration award shall be in writing and shall contain the reasons for the decision. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any legal proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the legal proceeding, the collection of any award or the enforcement of any order, as determined by the arbitrator. This Agreement is made in both English and Chinese. In case of any discrepancy, the English version shall prevail. Notwithstanding the foregoing, but in no way limiting the exclusivity of the designation of arbitration as the sole dispute resolution method for this Agreement, either party may seek injunctive relief or any such similar remedies available in order to protect its confidential information or intellectual property at any time.</p> | <p>若雙方產生爭議，雙方同意將首先由各自的一位高級經理人員嘗試解決。若在申訴方向另一方發出書面通知後60天內未能通過該等高級經理人員解決爭議，則除任何一方可向任何有管轄權的法院尋求臨時、保全與類似救濟外，由本協議或本協議的違反、終止或無效引起或與之有關的、或根據法律提起的任何爭議、爭端或索賠，應最終遞交中華民國仲裁協會（下稱“仲裁協會”），根據啟動仲裁時仲裁協會有效的仲裁規則（“仲裁協會仲裁規則”）進行仲裁。仲裁庭應由根據仲裁協會仲裁規則任命的三（3）名仲裁人組成。仲裁判斷應以書面形式作出，並載明判斷依據。仲裁程序應予以保密，並以英文進行。仲裁人作出的判斷應為最終裁決，並對雙方均具有約束力。仲裁判斷可以在任何具管轄權的法院進行執行。在任何強制執行本協議項下權利的法律程序中，獲勝方有權在判斷的任何其他救濟之外，追回其合理律師費以及仲裁人認定的因法律程序、追討任何經判斷應給付款項或執行任何裁定所產生的其他類別的費用、成本與開支。本協議以中英文書就，如有不一致的，以英文為準。儘管有前述規定，任何一方可隨時尋求可用的禁制令救濟或任何類似救濟，以保護其機密資訊或智慧財產權，但此項規定不以任何方式限制仲裁作為本協議項下排他且唯一的爭端解決途徑。</p> |
| <p>18. Remedies.</p> | <p>18、救濟。</p> |
| <p>If Vendor breaches this Agreement or an Order, WeWork shall have all remedies available by applicable law. For the purchase of Goods, Vendor's sole remedy in the event of breach of an Order by WeWork shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in such Order. No alternate method of measuring damages shall apply to such transaction. Vendor shall have no right to resell Goods for WeWork's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by WeWork, and any resale so made shall be for the account of Vendor. Vendor understands and agrees that (a) the G&S are critical to WeWork's</p> | <p>若供應商違反本協議或任何訂單，WeWork應享有適用法律項下的所有可用救濟。就購買商品而言，若WeWork違反訂單，則供應商的唯一救濟為追討等同於違約之時的市價與該等訂單所載採購價格之差額的損害賠償。該等交易不適用其他損害衡量方法。若WeWork無正當理由而拒收、撤銷接受、未付款或拒絕付款，則供應商無權以WeWork名義轉售商品，而僅可以其自身名義進行此類轉售。供應商理解並同意：（a）商品和服務對WeWork的營運至關重要；（b）任何情況下供應商不得試圖取消、或以其他方式限制或終止WeWork使用商品和服務或獲取保修服務的權利；及（c）若</p> |

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| <p>operations, (b) under no circumstances will Vendor seek to cancel or otherwise limit or terminate WeWork’s right to use the G&S or access any warranty services and (c) its sole and exclusive remedy for any breach of this Agreement by WeWork is limited to money damages. In the case of any breach hereof by WeWork, Vendor hereby waives its right to seek any injunctive relief that would interrupt or limit WeWork’s access to any G&S.</p> | <p>WeWork違反本協議，其唯一且排他的救濟僅限於金錢賠償。供應商特此放棄在WeWork違反本協議時尋求可能中斷或限制WeWork使用任何商品和服務的任何禁制令救濟的權利。</p> |
| <p>19. Vendor’s Risk.</p> | <p>19、供應商的風險。</p> |
| <p>Vendor agrees that it, its employees and its subcontractors, are performing Services as independent contractors and not as WeWork’s employees, regardless of where they perform Services, and shall have no express or implied authority to bind WeWork by contract or otherwise. Vendor shall be fully responsible for its employees, agents, officers, contractors and subcontractors, including without limitation all compensation and taxes related thereto. Vendor shall carry on its work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to any goods or materials before final completion and acceptance, repair and replace the goods or materials so injured, damaged and destroyed, at Vendor’s expense and to WeWork’s satisfaction. Vendor and Vendor Affiliates shall observe the working rules of all WeWork premises when on such premises. When materials or equipment are furnished by others for Vendor’s use, Vendor shall receive, unload, store, handle, and be responsible therefore as though such materials or equipment were being furnished by Vendor hereunder. To the extent Vendor is performing hereunder at WeWork’s premises, Vendor and its subcontractors shall take all safety precautions necessary for the prevention of accidents. To the extent allowed by applicable law, WeWork shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any rigging, blocking, scaffolding or other equipment used by Vendor or any of its subcontractors, notwithstanding WeWork’s ownership, provision or loan of such equipment to Vendor or to any of its subcontractors.</p> | <p>供應商同意，其與其員工和分包商（無論其在何處履行服務）均以獨立承包商而非WeWork員工身份履行服務，不具有以契約或其他方式約束WeWork的明示或默示的權限。供應商對其員工、代理、管理人員、承包商和分包商承擔全部責任，包括但不限於其全部報酬與稅費。供應商應自擔風險開展工作，直至工作最終完成並通過驗收，且若任何商品或材料在最終完工與驗收之前發生任何意外、損毀或損傷，其應自費修補並更換該等損傷、損壞或損毀的商品或材料，直至令WeWork滿意。供應商與供應商關係企業在WeWork場所時應遵守該等場所的工作規則。若材料或設備係他人提供給供應商使用，供應商應妥善接收、卸載、存儲、搬運該等材料或設備並對其負責，如同該等材料或設備由其自身根據本協議規定提供一樣。供應商在WeWork場所履行本協議時，供應商與其分包商應採取安全預防措施防止意外發生。在適用法律允許的範圍內，因供應商或其任何分包商使用、誤用任何索具、滑輪組、腳手架或其他設備或該等設備發生故障（即使該等設備由WeWork所有或由WeWork向供應商或其分包商提供或借出）而產生的任何人身傷害或財產損失，WeWork概不負責，亦不應被追究責任。</p> |
| <p>20. Force Majeure.</p> | <p>20、不可抗力。</p> |
| <p>Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, that is caused by circumstances beyond its reasonable control, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including, but not limited to, acts of God, acts of war, government action or accident, provided that (a) the party experiencing the force majeure event promptly notifies the other party and uses reasonable efforts to correct its failure to perform and (b) WeWork shall be entitled to terminate this Agreement if Vendor experiences a force majeure event lasting longer than 15 days.</p> | <p>如因超出任何一方合理控制、非因該方過錯或疏忽、且據其性質該方不可預見（或即使可預見亦無法避免）的任何情況（包括但不限於天災、戰爭行為、政府行為或意外）而導致該方未能履行本協議項下服務（包括未能驗收該等服務之履行或提貨），該方不承擔任何責任，前提是：（a）遭遇不可抗力事件的一方應立即通知另一方，並盡合理努力採取補救措施對其未履約行為作出彌補；及（b）若供應商遭遇不可抗力事件超過15天，則WeWork有權終止本協議。</p> |
| <p>21. Conflicts.</p> | <p>21、衝突。</p> |

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| <p>Vendor warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director, consultant or service provider of WeWork or their immediate families. Vendor does not employ any person who is an employee, officer, director, consultant or service provider of WeWork or a member of their immediate families. Vendor will refrain from offering gifts, entertainment, favors or services to employees of WeWork.</p> | <p>供應商聲明並保證，其並非為WeWork的任何員工、主管、董事、顧問或服務提供者或其直系親屬所擁有、受其控制或主動受其影響。供應商並未雇用目前係WeWork員工、主管、董事、顧問或服務提供者或其直系親屬的任何人。供應商不會向WeWork員工贈予禮物、提供招待、惠贈或服務。</p> |
| <p>22. General Conditions.</p> | <p>22、一般條款。</p> |
| <p>Vendor may not assign, delegate or subcontract (including by change of control or operation of law) its rights or obligations under this Agreement or any Order without the express prior written consent of WeWork, and any purported assignment or delegation in violation of this provision shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder, and WeWork's approval of any delegatee or subcontractor shall not relieve Vendor of its obligations under this Agreement, and Vendor shall remain fully responsible for the performance of each such delegatee and subcontractor and their employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between WeWork and any Vendor delegatee, subcontractor or supplier. WeWork may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of WeWork's assets. This Agreement and any Order shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and assigns. No provisions of this Agreement or any Order may be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement or any Order shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition of this Agreement or any Order. If any provision or application of this Agreement shall be held invalid or unenforceable, the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable. Those obligations or responsibilities contained in this Agreement that are continuing in nature shall survive the expiration or termination of this Agreement. This Agreement, together with any Order (and any confidentiality agreement referenced in Section 13), constitutes the complete, final, and exclusive statement of the terms of the agreement between the parties relating to the subject matter of this Agreement, any confidentiality agreement referenced in Section 13, and any Goods and/or Services described in the applicable Order and supersedes any and all other prior and contemporaneous negotiations and understandings between them relating to the subject matter of this Agreement, any confidentiality agreement referenced in Section 13, and the Goods and/or Services described in such Order, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. This Agreement, including any Order and any confidentiality agreement referenced in Section 13, shall</p> | <p>未經WeWork事先明確書面同意，供應商不得轉讓、委託或分包（包括通過控制權變更或依照法律要求）其於本協議或任何訂單項下的權利或義務，任何試圖擬違反本條規定進行的轉讓或轉授均屬無效。任何轉讓或委託均不免除供應商於本協議項下的義務，WeWork對任何受託人或分包商的核准亦不免除供應商於本協議項下的義務。對於供應商各受託人和分包商及其員工的履約行為，供應商應負全責。供應商還應負責確保該等人士遵守本協議所有條款和條件，如同其係供應商員工一樣。本協議任何內容均未在WeWork和供應商之任何受託人、分包商或供貨商之間創設任何合約關係。WeWork可隨時不經供應商事先書面同意將其於本協議項下任何或所有權利或義務轉讓或讓與予任何關係企業或收購WeWork全部或實質全部資產的任何人。本協議與任何訂單應符合雙方及其各自的繼受人與受讓人的利益，並對其具有約束力。一方僅可以書面形式豁免本協議或任何訂單任何條款。雙方同意，一方放棄追究違反本協議或任何訂單任何條款的責任，不視為或解釋為放棄追究後續違反該條款以及本協議或任何訂單項下任何其他條款或條件的責任。若本協議任何條款被認定為無效或不可強制執行，本協議其餘條款及其適用性不受影響，應繼續有效並可強制執行。本協議期滿或終止後，本協議項下據其性質應繼續有效的義務或責任應繼續有效。本協議、任何訂單以及第13條項下引述的任何保密協議，構成雙方就本協議主題事宜、第13條項下引述的任何保密協議以及適用訂單中描述的任何商品和/或服務所達成之條款的完整、最終且唯一且排他的聲明，並取代雙方先前或同時就本協議主題事宜、第13條項下引述的任何保密協議以及該等訂單中描述的任何商品和/或服務所達成的任何與所有磋商與意向，且不得根據先前的任何交易過程、交易慣例或履約習慣予以修訂或解釋。本協議（包括任何訂單與第13條項下引述的任何保密協議）的效力優先於供應商的通用銷售條款和條件（無論供應商是否/何時提交銷售確認書或該等通用條款和條件），供應商的承諾明確限於本協議條款。本協議僅可由雙方通過書面形式予以變更、修改、改動或修訂。本協議條款和條件如與供應商提交的任何確認函或其他文件的條款和條件有衝突，應以本協議為準，但本協議不取代雙方簽署的、涵蓋本協議及相關訂單相同主題事宜的任何書面協議（包括但不限於任何訂單）。供應商文件中的任何額外或不同條款，應視為對本協議條款的實質變更以及供應商反對/拒絕本協議該等條款的通知。</p> |

prevail over any of Vendor's general terms and conditions of sale (regardless of whether or when Vendor has submitted its sales confirmation or such general terms and conditions), expressly limits Vendor's acceptance to the terms of this Agreement, and may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any acknowledgment or other document submitted by Vendor, except that this Agreement will not supersede any written agreement, including, without limitation, any Order, that is signed by both parties and covers the same subject matter as this Agreement and its related Orders. Any additional or different terms in Vendor's documentation are hereby deemed to be material alterations and notice of objection to and rejection of such terms if hereby given.

Rev. March 16, 2020

2020年3月16日修订