

General Terms and Conditions of Fischer Taiwan Inc.



1. Scope of supplies and services

1. 供應與服務範圍

1.1 The following general delivery terms, valid at the time of ordering, apply to any business relationship between Fischer Taiwan Inc. (referred to as Supplier) and the customer. Alternative provisions by the customer are valid only if they have been explicitly accepted in writing by the Supplier.

1.1 以下一般交貨條款（以訂購當時有效版本為準）適用於 Fischer Taiwan Inc.（以下簡稱「供應商」）與客戶之間的所有商業關係。除非供應商明確以書面形式接受，否則客戶自行提出的替代條款不具效力。

1.2 Fischer Taiwan Inc. is the contractual partner. This does not apply to products which the customer orders directly from another company of FISCHER Spindle Group, in which case the purchase contract is concluded in regard to the respective company and their applicable delivery terms.

1.2 合約關係係由 Fischer Taiwan Inc. 擔任一方。若客戶直接向 FISCHER Spindle Group 其他公司訂購產品，則購買合約由該公司簽訂，並適用其交貨條款。

1.3 Fischer Taiwan Inc. does not conduct business with private individuals.

1.3 Fischer Taiwan Inc. 不與個人進行商業往來。

2. Conclusion of Contract

2. 合約成立

2.1 A purchase is regarded as an offer to enter into a binding purchase contract.

2.1 客戶下訂視為提出具約束力的購買契約要約。

The contract shall be deemed to have been concluded upon receipt of written acknowledgement from the Supplier stating acceptance of the order.

當供應商書面確認接受訂單時，契約即成立。

2.2 When ordering in the Supplier web shop the customer will receive an e-mail, in which the details of the order are listed. This "confirmation of order received" does not constitute acceptance of the customers offer for the conclusion of a purchase contract, but shall merely be deemed as a confirmation of order received.

2.2 若透過供應商的網路商店下單，客戶將收到列明訂單細節的電子郵件。該郵件僅為『收到訂單確認』，不構成對契約的接受。

A purchase contract shall be deemed to have been concluded when the customer receives an order confirmation. If certain items from the respective order are not listed in the order confirmation, no purchase contract shall be considered concluded regarding these items.

契約於客戶收到訂單確認時成立。若確認中未列明部分項目，則該等項目不納入契約範圍。

2.3 Any deviations from the order that are mentioned in the order confirmation shall become part of the contract, unless the customer contests them in writing within 5 working days of receipt of the order confirmation.

2.3 如訂單確認中提及與原訂單不符之處，若客戶於收到確認後五個工作天內未以書面提出異議，則該差異視為契約的一部分。

2.4 The goods and services of the Supplier are exhaustively specified in the order confirmation and any appendices thereto. The Supplier shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

2.4 供應商提供的貨品與服務以訂單確認及其附件所列為準。供應商得在不提高價格的前提下，進行改良性變更。

2.5 The Supplier is entitled to withdraw from the purchase contract if he is unable to deliver the items ordered for reasons beyond the Supplier's control, specifically because his subcontractor does not meet their contractual obligation. In which case the customer is to be informed immediately that the product ordered is unavailable. Legal claims from the customer shall remain unaffected.

2.5 若因非供應商可控因素（如其下包商未履約）導致無法交貨，供應商有權取消契約。並應立即通知客戶商品無法供應。此舉不影響客戶的法定權利。

3. Prices

3. 價格

3.1 Offers without a validity date are non-binding (in particular offers in price lists, brochures etc.).

3.1 未載明有效期限之報價（如價目表、型錄等）為非約束性。

3.2 All prices shall be deemed to be net, in the agreed currency, without any deductions whatsoever plus value-added tax where applicable.

3.2 所有價格皆為淨價，未含稅，須加上適用增值稅。

3.3 Packaging costs are stated separately, unless they are part of the product price.

3.3 包裝費另行列明，除非已含於產品價格內。

3.4 The Supplier reserves the right to adjust the prices if technical changes have to be made to the products at the customer's request between submission of the tender and the contractually agreed performance

3.4 若客戶於報價至履約期間內要求進行技術變更，供應商保留調整價格之權利。

4. Terms of payment

4. 付款條款

4.1 For new customers and customers ordering irregularly the invoice amount is due in advance.

4.1 新客戶或不定期下單者需預付款。

4.2 Repeat customers have the option to pay via invoice as previously. The Supplier reserves the right to cancel this option in particular justified cases.

4.2 老客戶可保留帳單付款選項，但供應商有權在特定情況下取消此權利。

4.3 Payments shall be made at the Supplier's domicile, without any deduction for cash discount, expenses, taxes levies, fees, duties, and the like. Unless otherwise agreed, payment shall be 30 days net from invoice date.

4.3 所有付款應於供應商所在地付款，且不得扣除任何費用。除另有約定，付款期限為發票日起 30 日內全額支付。

4.4 If the customer fails to adhere to the agreed terms of payment, he shall be liable, without reminder, for interest with effect from the agreed date of payment at a rate of 6 % APR. The right to claim further damages is reserved.

4.4 若客戶未如期付款，將自到期日起自動負擔違約利息，利率以年利率 6% 計。供應商保留要求進一步賠償之權利。

4.5 The payment dates are to be respected even if transport, delivery, commissioning or acceptance of the goods or services should be rendered impossible or be delayed for reasons beyond the Supplier's control, or if minor parts are missing or such reworking proves to be necessary as does not render the use of the goods supplied impossible.

4.5 即便因非供應商原因導致運輸、交付、安裝或驗收延誤，或僅有小部分零件缺失、或需小幅修正，客戶仍應按時付款。

5. Delivery time

5. 交貨時間

5.1 The delivery time begins as soon as the contract is concluded, all official formalities have been completed, payments due upon ordering have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time the Supplier has sent a notice to the customer informing him that the supplies are ready for dispatch.

5.1 交貨時間自合約成立、所有官方手續完成、訂金支付、約定擔保提供及主要技術條件確認後起算。如供應商於此時已通知客戶貨品已備妥出貨，則視為已遵守交期。

5.2 All details regarding availability, shipping or delivery of products from the Supplier web shop merely are anticipated figures and to be used as approximate reference values only. They do not constitute any binding or guaranteed shipping or delivery dates, apart from cases in which this has been expressly described as a binding date in the shipping options of the respective product. As the Supplier processes the order, the customer will be informed by e-mail if any products turn out to be unavailable.

5.2 供應商網店所示之產品可用性、運送或交期資訊僅為預估數據，僅供參考，不具約束力或保證性，除非於該產品的運送選項中明確載明為具約束力日期。如產品無法供應，供應商將透過電子郵件通知客戶。

The delivery time is reasonably extended:

交期在下列情況下可合理延長：

a) if the information required by the Supplier for performance of the contract is not received in time, or if the customer subsequently changes it, thereby causing a delay in the delivery of the supplies or services;

a) 若供應商未能及時收到履約所需資料，或客戶事後變更資訊導致交貨或服務延遲；

b) if hindrances occur which the Supplier cannot prevent, despite exercising due care, regardless of whether they affect the Supplier or the customer or a third party. Examples of such hindrances are: epidemics, mobilisation, war, rioting, serious breakdowns, accidents labor conflicts, late or deficient delivery of the necessary raw materials, semi-finished or

finished products, the need to scrap important work pieces, official actions or omissions by public authorities, natural catastrophes;

b) 即便供應商已盡合理注意義務，但仍無法防止障礙發生，無論此障礙係影響供應商、客戶或第三方，例如：疫情、動員、戰爭、暴動、重大設備故障、事故、勞資糾紛、原料或產品延遲或缺貨、關鍵零件報廢、政府機關作為或不作為、自然災害等；

c) if the customer or a third party is behind schedule with work he has to execute, or with the performance of his contractual obligations, in particular if the customer fails to observe the terms of payment. A delay in the supply of goods or services does not entitle the customer to any rights and claims, unless there has been unlawful intent or gross negligence on the part of the Supplier. However, such rights and claims shall not exist in the case of unlawful intent or gross negligence of persons employed or appointed by the Supplier to perform any of his obligations.

c) 客戶或第三方延遲其應履行之工作或合約義務，特別是客戶未遵守付款條款。供應或服務的延遲不賦予客戶任何權利或主張，除非供應商有違法故意或重大過失。但若過失或故意為供應商所委託人員所致，亦不構成權利依據。

6. Reservation of title

6. 所有權保留

6.1 The Supplier shall remain the owner of all supplies until having received the full payments in accordance with the contract. Upon entering into the contract the customer authorizes the Supplier to enter the reservation of title in the public register and to fulfill all corresponding formalities, at customer's cost.

6.1 在客戶依約全額付款前，供應商保留其所供應貨品的所有權。締結合約時，客戶即授權供應商得在公共登記冊登記所有權保留，並完成一切相關手續，費用由客戶承擔。

6.2 During the period of the reservation of title, the customer shall, at his own cost, maintain the delivered products and insure them for the benefit of the Supplier against theft, breakage, fire, water and other risks. Furthermore, he shall take all measures to ensure that the Supplier's title is in no way prejudiced or forfeited.

6.2 在所有權保留期間，客戶應自費妥善保養所交付之產品，並為其投保，包括失竊、破損、火災、水災與其他風險，受益人為供應商。客戶亦應採取一切措施確保供應商的所有權不受損害或喪失。

7. Technical documents (diagrams, drawings etc.)

7. 技術文件（圖表、圖紙等）

7.1 Unless otherwise agreed upon, brochures and catalogues are not binding. Information in technical documents shall only be binding if this is stipulated in writing.

7.1 除非另有協議，產品目錄與型錄不具法律效力。技術文件中的資訊僅在書面明文載明時具有約束力。

7.2 Each party to the contract retains all rights to plans and technical documents provided to the other party. The party receiving such documents recognizes these rights and shall - without previous written consent of the other party - not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were provided.

7.2 契約雙方對其所提供的圖面與技術文件保留全部權利。接收方承認該等權利，未經對方事前書面同意，不得將這些文件全部或部分提供予第三方，亦不得將其用於原約定用途以外之目的。

8. Regulations in the country of destination and safety measures

8. 目的地國家之法規與安全措施

8.1 The customer shall inform the Supplier of any existing regulations and standards relating to the supply of goods and services, operations, and measures for the prevention of sickness and accidents no later than when placing the order.

8.1 客戶最遲應於下訂時向供應商說明目的地有關供應貨品與服務、操作與疾病或事故預防的現行規範與標準。

8.2 Unless otherwise agreed, goods and services supplied shall comply with the regulations and standards applicable at the domicile of the customer as indicated to the Supplier in clause 8.1 above. Additional or other safety devices shall be included, insofar as this is specifically agreed.

8.2 除非另有協議，供應品與服務應符合客戶所在地（依 8.1 條所指）之法規與標準。若需額外或其他安全裝置，應經明確協議納入。

9. Passing of benefit and risk

9. 權益與風險之轉移

9.1 The benefit and the risk shall pass to the customer on the date that the goods leave the works.

9.1 當貨物自工廠出貨時，其相關權益與風險即轉移至客戶。

9.2 If dispatch is delayed at the request of the customer or due to reasons beyond the Supplier's control, the risk shall pass to the customer at the time originally foreseen for the goods to leave the works. From this moment on, the supplies shall be stored and insured for the account and risk of the customer.

9.2 若因客戶要求或不可歸責於供應商的原因致使發貨延遲，風險仍於原預定出貨時間轉移至客戶，自此起，產品的儲存與保險費用由客戶負擔並承擔其風險。

10. Inspection and taking-over of supplies and services

10. 驗收與檢查

10.1 As far as it is normal practice, the Supplier shall inspect the supplies and services before dispatch. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.

10.1 根據行業慣例，供應商將於出貨前對產品進行檢查。若客戶需額外測試，應另行協議，並由客戶承擔費用。

10.2 The customer shall inspect the supplies and services within 5 days of receipt and immediately inform the Supplier of any defects. If the customer fails to do so, the supplies and services shall be deemed accepted.

10.2 客戶應於收貨後 5 日內檢查貨品並立即告知瑕疵，否則視為已接受。

10.3 Having been notified of the deficiencies according to Point 10.2, the Supplier shall remedy them as soon as possible, and the customer shall give the Supplier the opportunity to do so.

10.3 依據 10.2 條通知缺失後，供應商應儘速改善，客戶亦應提供改善機會。

10.4 The conducting of an acceptance test, as well as stipulating the conditions for such a test, must be covered by a special agreement.

10.4 若須執行驗收測試，應另簽協議並明定條件。

10.5 Deficiencies of any kind in supplies or services shall not entitle the customer to any rights and claims other than those expressly stipulated in Points 10 and 11 (guarantee, liability for defects).

10.5 任何瑕疵均不賦予客戶除第 10 與第 11 條明訂外之任何權利或主張。

11. Guarantee, liability for defects

11. 保固與瑕疵責任

11.1

Unless no other agreement has been concluded, the guarantee period for new products is 12 months, beginning when the shipment is dispatched.

若無另行協議，新品的保固期自出貨日起算為 12 個月。

If dispatch is delayed due to reasons beyond the Supplier's control, the guarantee period shall end not later than 18 months after the Supplier's notification that the supplies are ready for dispatch.

若因非供應商可控因素導致出貨延遲，保固期最遲應於供應商通知貨品備妥後 18 個月內結束。

For repaired products the guarantee period starts anew and lasts 6 months after replacement or completion of the repair. It will be applied to the replaced or repaired parts as well as the labor performed.

維修品之保固期重新起算，自更換或修復完成日起 6 個月，涵蓋更換或修復部件與所提供之工時。

The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in the case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the Supplier the opportunity to remedy the defect.

若客戶或第三方進行不當改裝或修復，或在出現缺陷時未即時採取適當措施並提供供應商修復機會，保固將提前失效。

11.2

Upon the written request of the customer, the Supplier undertakes to either repair or replace as quickly as possible all parts of the goods supplied which, before the expiry of the guarantee period, are proved to be defective or useless due to bad material, faulty design or poor workmanship. Replaced parts shall become the Supplier's property.

客戶提出書面申請後，供應商承諾儘速修復或更換保固期內經證明因材料不良、設計缺陷或工藝不良所導致之瑕疵或無法使用的部件。被更換之部件歸供應商所有。

11.3

Express warranties are only those which have been expressly specified as such in the order acknowledgement or in the specifications. An express warranty is valid until the expiry of the guarantee period at the latest.

明示保固僅限於訂單確認或技術規格書中明確載明者，且其效力最長不超過保固期限。

11.4

If the express warranties are not fulfilled or only partially fulfilled, the customer may first of all request the Supplier to carry out the improvements immediately. The customer shall give the Supplier the necessary time and opportunity to do so.

若明示保固未全部履行，客戶可首先要求供應商立即改善，並應提供必要時間與機會。

11.5

If a supplementary shipment is necessary to replace a previous order of defective merchandise, the customer is obliged to return the previously delivered products within 30 days to the Supplier's premises. The Supplier shall bear the transport costs for the replacement delivery, whereas the customer shall bear the transport costs for any return shipment. The return shipment of defective merchandise will be effected according to the statutory regulations. The Supplier reserves the right to claim damages within the scope of statutory provisions.

若需補發新品以替換原交付之瑕疵品，客戶應於 30 日內將原貨退還供應商指定地點。替換貨品的運費由供應商負擔，退回貨品的運費由客戶承擔。退貨依法律規定辦理。供應商保留依法律請求損害賠償之權利。

11.6

If, however, the defect is such that it cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically unreasonable, to terminate the contract. In such a case the Supplier can only be held liable for reimbursing the sums which have been paid for the parts affected by the termination.

若瑕疵無法於合理時間內排除，且供應品與服務無法達成其預期用途，或其使用受到重大妨礙，則客戶有權拒絕接受該部分，或在部分驗收於經濟上不合理時終止契約。此情形下，供應商僅負責退還客戶已支付之受影響部份費用。

11.7

The guarantee and liability of the Supplier is limited to damages that are demonstrably attributable to:

供應商的保固與責任僅限於可證明因下列原因所導致之損害：

- substandard material 材料不良
- faulty design 設計缺陷
- or poor workmanship 工藝不佳

The Supplier shall be exempt from liability and warranty in respect to damage resulting from:

供應商對於以下原因造成之損害不承擔任何責任與保固義務：

- wear and tear 正常耗損
- deficient or inadequate maintenance 維護不足或不當
- disregard of operating regulations 操作規範未遵守
- excessive operational demand 超負荷使用
- lack of detailed information regarding the use of the device (e.g. milling and grinding strategies) 未提供足夠使用資訊（如銑削與研磨策略）
- use of unsuitable or faulty operational material 使用不當或劣質耗材
- rebuilding, repairs or assembly work not undertaken by the Supplier 非供應商執行之改裝、維修或組裝
- or other reasons beyond the Supplier's control 或其他供應商無法控制之原因

12. Exclusion of further liability on the Supplier's part

12. 責任限制

All cases of breach of contract and the relevant consequences, as well as all rights and claims on the part of the customer, irrespective of the grounds on which they are based, are exhaustively covered by these General Delivery

Terms. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract is excluded.

In no case whatsoever shall the customer be entitled to claim compensation for damage that has not occurred to the goods themselves, e.g. loss of production, loss of use, loss of orders, loss of profit and other direct, indirect or consequential damage.

所有違約情形及其後果，以及客戶基於任何原因所主張之權利與請求，均完全依本一般交貨條款處理。特別是，對於未明文記載之損害賠償、減價、契約終止或解除等主張，均不予承認。

在任何情況下，客戶不得主張與產品本身無關之損害賠償，例如產能損失、無法使用、訂單流失、利潤損失及其他直接、間接或衍生性損失。

13. Jurisdiction and applicable law

13. 管轄權與適用法律

The place of jurisdiction for both the customer and the Supplier shall be at the registered office of the Supplier.

The Terms and Conditions shall be governed by the laws of the Republic of China, excluding the conflicts of laws principles. The UN-Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

客戶與供應商之爭議應以供應商註冊地為專屬管轄法院。

本條款和條件之準據法為中華民國法律，並排除其他法律衝突原則之適用。《聯合國國際貨物銷售合同公約》（CISG）和其他與貨物銷售統一法有關的國際公約不適用。