

Georg Fischer 管件事業部供貨通用條款

General Condition of Supply of Georg Fischer Co., Ltd

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1. 概述 General

- 1.1. 本通用條款適用於 Georg Fischer 向買方所提供的所有產品和服務。除非有特別說明，本通用條款也適用於所有將來成立的交易。**

These General Conditions shall apply to all Products and Service supplied by Georg Fischer to the Purchaser. They shall also apply to all future business even when no express reference is made to them.

- 1.2. 任何修改的條款或附加的條款，特別是買方的一般採購條件和口頭協議，只有在 Georg Fischer 書面接受的情況下才適用。**

Any deviating or supplementary conditions especially Purchaser's general conditions of purchase and verbal agreements shall only be applicable if accepted in writing by Georg Fischer.

- 1.3. 所有的書面資料必需用足以證明的方式傳輸，例如電傳及 e-mail 等**

The written form shall be deemed to be fulfilled by all forms of transmission, evidenced in the form of text, such as telefax, e-mail, etc.

2. 投標報價 Tenders

投標報價只有詳細記載明確的有效期限才具有拘束力。

Tenders shall only be binding if they contain a specifically stated period of acceptance.

3. 交貨範圍 Scope of Delivery

- 3.1 Georg Fischer 的產品範圍可能會不定期的有所更新。**

Georg Fischer's product range is subject to change.

- 3.2 訂單確認後，即成為契約履行的內容與範圍。**

The confirmation of order shall govern the scope and execution of the contract.

4. 資料及文件 Data and Documents

- 4.1 技術文件例如圖面、敘述、圖例、尺寸、功能、重量及參考標準資料僅供參考。並不具任何擔保特性，且 Georg Fischer 有權利更改。**

Technical documents such as drawings descriptions illustrations and data on dimensions performance and weight as well as the reference to standards are for information purposes only. They are not warranted characteristics and are subject to change.

4.2 所有技術文件資料皆屬於 Georg Fischer 的專有財產，僅可以用於約定的目的或經過 Georg Fischer 同意的情況下使用。

All technical documents shall remain the exclusive property of Georg Fischer and may only be used for the agreed purposes or as Georg Fischer may consent.

5. 保密及個人資料保護 Confidentiality, Protection of Personal Data

5.1 雙方交易過程中所獲悉關於他方及下訂單方與業務有關的所有商業和技術資訊應嚴格保密。此類資訊除非已公開提供，否則不得揭露給任何第三方，也不得為了其他目的使用。

Each party shall keep in strict confidence all commercial or technical information relating to the business of the order party, of which it has gained knowledge in the course of its dealing with the other party. Such information shall neither be disclosed to third parties nor used for other purpose rather than those for which the information has been supplied.

5.2 因契約關係所取得的買方個人資料可供使用。買方同意前開資料可以揭露給第三人，例如國外的合約廠商或是供應商等。

In the context of the contractual relation with the Purchaser personal data may be processed. The Purchaser agrees to the disclosure of said data to third parties such as foreign subcontractors and suppliers etc.

6. 當地法規及出口管制 Local Laws and Regulations, Export Controls

6.1 買方應告知 Georg Fischer 關於交貨地的所有與契約履行應遵守的相關安全及批准程序有關的當地法規。

The purchaser shall bring to the attention of Georg Fischer all local laws and regulations at the place of destination which bear connection with the execution of the contract and the adherence to relevant safety regulations and approval procedures.

6.2 如果有再出口的情況，買方應負責遵守相關的出口管制規則。

In case of re-exports, Purchaser shall be responsible for compliance with pertinent export control regulations.

7. 價格 Price

7.1 除非另有約定，所有的報價皆依據國際貿易法(Incoterms of the ICC)標準規範的最新版本為出廠價，包含一般標準包裝。所有附加的相關成本，例如：運輸、保險、出口及進口許可證等費用應由買方負擔。此外，買方也必需負擔與契約有關的所有稅務、關稅和其他費用。

Unless agreed otherwise, the prices shall be deemed quoted net ex works (according to Incoterms of the ICC, latest version) including standard packing. All supplementary costs

such as the cost of carriage insurance export and import licenses etc. shall be borne by the Purchaser. The Purchaser shall also bear the costs of all taxes fees duties etc. connected with the contract.

- 7.2** 如果包裝、運輸、保險、費用等成本和其他附加成本包括在投標價格或契約價格中，或明確地包括在投標單或確認訂單中，則 **Georg Fischer** 保留在發生任何變化時就相關費用修改其價格的權利。

If the costs of packing carriage, insurance, fees and other supplementary costs are included in the tender price or contract price or are referred to specifically in the tender or confirmation of order, Georg Fischer reserve the right to revise their prices accordingly should any change occur in the relevant tariffs.

- 7.3** 報價單之價格是基於當前成本因素考量，特別是當前的原物料價格。雙方同意成本因素的變化可能導致價格的變化。如果產品製造所需原物料的採購價格於契約簽訂後上漲或下跌，經任一方要求，相關產品的價格應作相應調整。價格將按季度進行通知。The prices listed are based on the current cost factors, in particular the current material prices. The parties agree that changes in the cost factors may also result in changes in the prices. If the purchase prices of the material required for the manufacture of the products increase or decrease after the conclusion of the contract, the prices of the products concerned shall be adjusted accordingly, if requested by one of the parties. Prices will be communicated in a quarterly base.

8. 付款條件 Terms of Payment

- 8.1** 買方應按照雙方約定的方式進行付款，不得扣除任何折扣、成本、稅金或手續費等。

The Purchaser shall make payment in the manner agreed by the parties without any deductions such as discounts, costs, taxes or dues.

- 8.2** 對於 **Georg Fischer** 明確認可請求或最終已同意折抵給買方之費用，買方只能扣留或抵銷應付款項。特別是，已經交付的主要部件可以正常安裝施工，而非主要部件仍然未交付時，買方仍應支付款項。

The Purchaser may only withhold or off-set payments due against counter claims which are either expressly acknowledged by Georg Fischer or finally awarded to the Purchaser. In particular, payment shall still be made when unessential items are still outstanding provided that the Products already delivered are not rendered unusable as a result.

9. 所有權保留 Retention of Title

- 9.1** 在買方與 **Georg Fischer** 解決所有現在和未來的爭議之前，產品仍為 **Georg Fischer** 的財產。

The Products shall remain the property of Georg Fischer until the Purchaser shall have settled all claims, present and future, which Georg Fischer may have against him.

- 9.2** 如果買方在正常業務過程中轉售保留所有權的產品，則其應被視為默示已將其銷售所得收益以及所有的擔保品、抵押品、保證金、有價證券和保留所有權轉讓予 **Georg Fischer**，直到買方付清款項與並解決與 **Georg Fischer** 的所有爭議。在 **Georg Fischer** 放棄所有權保留轉讓之前，買方無權收取本項的轉讓收益。

Should the Purchaser resell Products to which title is reserved, in the ordinary course of business, he shall hereby be deemed to have tacitly assigned to Georg Fischer the proceeds deriving from their sale together with all collateral rights, securities and reservations of title until all claims held by Georg Fischer shall have been settled. Until revoked by Georg Fischer, this assignment shall not preclude Purchaser's right to collect the assigned receivables.

- 9.3** 如果保留所有權的產品與擔保品的價值合計超過 **Georg Fischer** 對買方請求金額的 20%，**Georg Fischer** 應根據買方要求將上述收益的超過部分重新分配給買方。

To the extent the value of the Products to which title is reserved together with collateral securities exceeds Georg Fischer's claims against the Purchaser by more than 20%, Georg Fischer shall re-assign the above proceeds to Purchase at his request.

10. 交貨 Delivery

- 10.1** 契約簽訂後，進口和付款憑證等所有正式手續均已辦理完畢，且所有關鍵技術問題均已解決，即應開始進行交貨。交貨排程會持續觀察並進行直到產品準備好出貨為止。

The term of delivery shall commence as soon as the contract has been entered into, all official formalities such as import and payment permits have been obtained and all essential technical points have been settled. The term of delivery shall be deemed duly observed when, upon its expiry, the Products are ready for dispatch.

- 10.2** 交貨期受以下條件影響，即交貨期限可合理延長：

Delivery is subject to the following conditions, i.e. the term of delivery shall be reasonably extended:

- a) 如果買方未及時提供履行契約所需的資訊予 **Georg Fischer**，或者如果買方因後續變更導致延誤交貨期。

If Georg Fischer are not supplied in time with the information necessary for the execution of the contract or if subsequent changes causing delays are made by the Purchaser.

- b) 如果 **Georg Fischer** 因不可抗力而無法履行契約。不可抗力係指超出 **Georg Fischer** 控制範圍的任何不可預見事件，使 **Georg Fischer** 在商業運作上無法履行契約，例如分包商的供應延遲或供貨有瑕疵、勞資糾紛、政府命令或法規、原物料或能源短缺、**Georg Fischer** 生產過程中

的嚴重干擾，例如廠房和設備的全部或部分毀壞、或重要設施的故障、運輸設施的嚴重中斷，例如：道路無法通行等。

If Georg Fischer are prevented from performing the contract by force majeure. Force majeure shall equally be deemed to be any unforeseeable event beyond Georg Fischer's control which renders Georg Fischer's performance commercially unpractical or impossible, such as delayed or defective supplies from sub contractors labor disputes, governmental orders or regulations, shortages in materials or energy, serious disturbances in Georg Fischer's works, such as the total or partial destruction of plant and equipment or the breakdown of essential facilities, serious disruptions in transport facilities, e.g. impassable roads.

如果不可抗力的期間超過六個月，任何一方均可立即解除契約。

Should the effect of force majeure exceed a period of six months, either party may cancel the contract forthwith.

Georg Fischer 對於任何終止或取消契約造成的任何損害或損失不負擔任何責任，且不影響 **Georg Fischer** 收取已交付產品的所有應收款項和迄今為止所發生的費用的權利。

Georg Fischer shall not be liable for any damage or loss of any kind whatsoever resulting there-from, any suspension or cancellation being without prejudice to Georg Fischer's right to recover all sums due in respect of consignments delivered and costs incurred to date.

- c) 如果買方延遲履行其契約的義務，特別是不遵守約定的付款條件或未能如期提供約定的擔保品。

If the Purchaser is in delay with the fulfillment of his obligations under the contract, in particular, if he does not adhere to the agreed conditions of payment or if he has failed to timely provide the agreed securities.

- 10.3** 如果因可歸責於 **Georg Fischer** 的事由超過了約定或合理延期的交付期限，則在買方以書面形式同意 **Georg Fischer** 不少於一個月的合理延期之情況下，而 **Georg Fischer** 仍未能交貨時，則視為 **Georg Fischer** 違反契約。買方有權請求法律規定的損害賠償，但應受第 16 條的限制，損害賠償最多不得超過延遲交貨價格的 10%。

If for reasons attributable to Georg Fischer the agreed term of delivery or a reasonable extension thereof is exceeded, Georg Fischer shall not be deemed in default until the Purchaser has granted to Georg Fischer in writing a reasonable extension thereof of not less than one month which equally is not met. The Purchaser shall then be entitled to the remedies provided at law, it being however understood that, subject to limitations of Art. 16, damage claims shall be limited to max. 10% of the price of the delayed delivery.

- 10.4** 分批交貨是被允許的，**Georg Fischer** 將依據分批交貨開立發票。

Part shipments shall be allowed and Georg Fischer shall be entitled to invoice for such partial deliveries.

- 10.5** 如果買方未能在通知提貨的合理時間內取貨，則 **Georg Fischer** 有權將貨物儲存與保管，並在買方領取貨物時開立發票收取倉儲費用，買方則應負擔費用和倉儲風險。如果買方未能履行付款，則 **Georg Fischer** 有權處置貨物。

If the Purchaser fails to take delivery within a reasonable time of Products notified as ready for dispatch, Georg Fischer shall be entitled to store the Products at the Purchaser's

expense and risk and to invoice them as delivered. If Purchaser fails to effect payment, Georg Fischer shall be entitled to dispose of the Products.

- 10.6** 如果買方無正當理由取消訂單，而 **Georg Fischer** 不堅持買方履行契約，**Georg Fischer** 有權獲得契約價格 10% 的違約賠償金，**Georg Fischer** 保留舉證和要求更高賠償金的權利。買方則有權舉證 **Georg Fischer** 未遭受任何損害或較低的賠償金。

Should Purchaser cancel an order without justification and should Georg Fischer not insist on the performance of the contract, Georg Fischer shall be entitled to liquidated damages in the amount of 10% of the contract price, Georg Fischer's right to prove and claim higher damages remaining reserved. Purchaser shall be entitled to prove that Georg Fischer has suffered no or a considerably lower damage.

11. 包裝 Packing

如果所提供之產品需要額外的包裝，並且高於一般標準包裝水準，需要收取額外的包裝費用。

If the Products are provided with additional packing cover and above the standard packing, such packing shall be charged additionally.

12. 危險負擔移轉 Passing of Risk

- 12.1** 產品的危險負擔在產品離開 **Georg Fischer** 的工廠（工廠交貨，國際貿易法標準規範，最新版本）後立即移轉給買方，即使是運費預付的其他類似條款，或者是由 **Georg Fischer** 負責安裝或安排運送人亦同。

The risk in the Products shall pass to the Purchaser as soon as they have left Georg Fischer's works (EX WORKS, Incoterms ICC, latest version), even if delivery is made carriage-paid under similar clauses or including installation or when carriage is organized and managed by Georg Fischer.

- 12.2** 如果由於 **Georg Fischer** 無法控制的原因延遲交貨，則危險負擔應在買方被通知提貨時移轉給買方。

If delivery is delayed for reasons beyond Georg Fischer's control, the risk shall pass to the Purchaser when he is notified that the Products are ready for dispatch.

13. 運輸及保險 Carriage and Insurance

- 13.1** 除非另有約定，運費由買方負擔。

Unless agreed otherwise, the Purchaser shall bear the cost of carriage.

13.2 買方應負責為產品的任何情形的損壞購買相關的運輸保險。即使由 Georg Fischer 安排購買此類保險，也應視為買方所購買並由其承擔風險。

The Purchaser shall be responsible for transport insurance against damage of whatever kind. Even when such insurance is arranged by Georg Fischer it shall be deemed taken out by the order of and for the account of the Purchaser and at his risk.

13.3 有關運輸和保險的特殊要求應及時通知 Georg Fischer。否則，Georg Fischer 應自行決定以最快和最便宜的方式安排運輸，但不承擔任何責任。如果是以運費預付的方式交貨，則由 Georg Fischer 負責安排運輸。如果買方有特別的要求，所產生之額外費用則由買方負擔。

Special requests regarding carriage and insurance shall be communicated to Georg Fischer in due time. Otherwise carriage shall be arranged by Georg Fischer at their discretion, but without responsibility, by the quickest and cheapest method possible.

In case of carriage-paid delivery transport arrangements shall be made by Georg Fischer. If the Purchaser specifies particular requirements, any extra costs involved shall be borne by him.

13.4 如果產品在運輸過程中損壞或丟失，買方應在交貨文件上作相應註記，並立即由運送人確定損壞情況。運輸過程中發生的不易確定的損壞，應在收到產品後六天內通知運送人。

In the event of damage or loss of the Products during carriage the Purchaser shall mark the delivery documents accordingly and immediately have the damage ascertained by the carrier. Not readily ascertainable damages sustained during carriage shall be notified to the carrier within six days after receipt of the Products.

14. 檢查並告知瑕疵或損壞品 Inspection, Notification of Defects and Damages

14.1 所有產品皆經過 Georg Fischer 標準的生產檢測。如果買方要求額外的測試，則需以書面方式商訂並由買方支付額外測試費用。

The Products will be subject to normal inspection by Georg Fischer during manufacture. Additional tests required by the Purchaser shall be agreed upon in writing and shall be charged to the Purchaser.

14.2 買方如果發現任何聲稱有瑕疵的產品應立即以書面通知 Georg Fischer，Georg Fischer 即應負保固責任。有關重量、數量或明顯瑕疵的通知最遲應在收到產品後 30 日內提出，其他瑕疵的通知應於約定的保固期限內，在發現後 7 個工作日內發出。

It shall be a condition of Georg Fischer's obligation under the warranties stated hereinafter that Georg Fischer be notified in writing by the Purchaser or any purported defect immediately upon discovery. Notice concerning weight, numbers or apparent defects is to be given latest within 30 days from receipt of the Products, notice of other defects immediately latest within 7 working days after discovery, in any event within the agreed warranty period.

- 14.3** 在所有保固和/或損害賠償最終得到解決之前，買方不得處理據稱有瑕疵的產品。根據 **Georg Fischer** 的要求，有瑕疵的產品將交由 **Georg Fischer** 處理。

Purchaser shall not dispose of allegedly defective Products until all warranty and/or damage claims are finally settled. At its request, defective Products are to be placed at Georg Fischer's disposal.

- 14.4** 根據 **Georg Fischer** 的要求，在開始修復工作前，應給予 **Georg Fischer** 或第三方專家檢查產品瑕疵和/或損壞的機會。

As its request, Georg Fischer shall be given the opportunity to inspect the defect and/or damage, prior to commencement of remedial work, either itself or by third party experts.

15. 產品保固 Warranty

- 15.1** 根據買方的書面要求，**Georg Fischer** 承諾盡快免費維修或更換所有明顯存在設計、原物料或加工問題或錯誤操作或安裝指示的產品。為了保護員工免受有毒或放射性物質的傷害，有害物質可能因產品瑕疵通過運輸返還予 **Georg Fischer**，這些返還的產品必須附有”材質安全聲明表”。該表格可從 **Georg Fischer** 的銷售組織或通過 www.piping.georgfischer.com 下載。更換後的零件屬於 **Georg Fischer** 的財產。

At the written request of the Purchaser, Georg Fischer undertake to repair or replace at their discretion, as quickly as possible and free of charge all Products supplied which demonstrably suffer from faulty design, materials or workman-ship or from faulty operating or installation instructions.

In order to protect employees from toxic or radioactive substances which may have been transported through defective parts returned to Georg Fischer's sales organization, said parts must be accompanied by a Material Safety Disclosure Form. The form may be obtained from Georg Fischer's local sales company or via www.piping.georgfischer.com. Replaced parts shall become property of Georg Fischer.

- 15.2** 針對買方所提供之規格、圖面或樣式所量身訂做的客製化產品，**Georg Fischer** 僅對於其材質及加工部份提供保固。

For Products which are manufactured to specifications, drawings or patterns supplied by the Purchase, Georg Fischer's warranty shall be restricted to proper materials and workmanship.

- 15.3** 如果經過第二次嘗試維修或更換產品仍然有瑕疵時，買方有權解除契約或要求減少契約價格。

The Purchaser shall be entitled to cancel the contract or to demand a reduction in the contract price if also a second attempt to repair or replace the Products has failed.

- 15.4** 對於由 **Georg Fischer** 根據契約所提供的第三方製造的產品或主要元件，**Georg Fischer** 僅於第三方所提供的保固範圍內負保固責任。

For Products or essential components manufactured by a third party and supplied by Georg Fischer under this contract, Georg Fischer's warranty is limited to the warranty provided by said third party.

- 15.5 保固責任不適用於因正常磨損、不當儲存和維護、未遵守操作說明、過度負擔或超載、不適當的操作介面、加工工程或加工環境、買方或第三方不適當的維修或改造而導致的損壞、使用非原廠的零件以及其他超出 Georg Fischer 控制範圍的原因。**

This warranty shall not apply to damage resulting from normal wear and tear, improper storage and maintenance, failure to observe the operating instructions, overstressing or overloading, unsuitable operating media, unsuitable construction work or unsuitable building ground, improper repairs or alterations by the Purchaser or third parties, the use of other than original spare parts and other reasons beyond Georg Fischer's control.

- 15.6 Georg Fischer 所負擔的保固責任期限為在最終用戶收到產品的十二 (12) 個月內，或產品自 Georg Fischer 出廠後十八 (18) 個月內。**

No action or claim may be brought by the Purchaser on account of any alleged breach of warranty or any other obligation of Georg Fischer after the expiration of twelve (12) months from receipt of the Products by the end user or at the latest within eighteen (18) months of the Products being despatched by Georg Fischer.

- 15.7 如果產品使用於民用或公用事業時，Georg Fischer 將會承擔拆卸更換不良品的相關費用。如果因為產品瑕疵所造成之直接損害(例如:財產、人員的傷亡)，而 Georg Fischer 有過失時，最高賠償金額為每事故瑞士法郎一百萬。不同於 15.6 條款，保固或損害賠償的期限為自安裝之日起 5 年。**

In case of Products for use in domestic installations or in utilities Georg Fischer will assume the costs of dismantling the defective Product and restoring the damaged object as well as, in case of negligence, all other direct damages caused by the defective Product (damage to property and injury to or death of persons) up to CHF 1,000,000 per occurrence.

The status of limitations for warranty or damage claims – contrary to Section 15.6 – will be 5 years from the date of installation.

16. 有限責任 Limitation of Liability

所有違約情況和相關後果以及客戶的所有權利和請求，無論其基於何種理由，均詳盡地包括在本通用條款中。特別是，任何未明確提及的損害賠償、降低價格，終止或解除契約的請求均應排除。除了賠償產品瑕疵的費用外，在任何情況下，客戶都無權要求其他損失賠償，其他損失係指包括但不限於生產損失、使用損失，訂單損失，利潤損失和其他直接或間接或因此導致的損失。然而，如果 Georg Fischer 有非法意圖或重大過失以及產品責任法規的嚴格責任下，則不適用本項責任排除規定。但 Georg Fischer 所僱用或指派的人員為履行其義務而有非法意圖或重大過失的情形，則仍有本項責任排除規定的適用。

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are

exhaustively covered by these general conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdraw from the contract are excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however does not apply to unlawful intent or gross negligence on the part of Georg Fischer and in case of strict liability under applicable product liability status, but does apply to unlawful intent or gross negligence of persons employed or appointed by Georg Fischer to perform any of its obligations.

17. 可分割性 Severability

如果本通用條款中的任何條款或條款的全部或部分被認定為無法執行或無效時，則所有其他條款仍然完全有效，無法執行或無效條款應由最接近其原意的有效條款取代。

Should any term or clause of these General Conditions in whole or in part be found to be unenforceable or void, all other provisions shall remain in full force and effect and the unenforceable or void provision shall be replaced by a valid provision, which comes closest to the original intention of the unenforceable or invalid provision.

18. 履行地及與管轄權 Place of Performance and Jurisdiction

18.1 契約履行地為 Georg Fischer 的出貨工廠。

Place of performance for the Products shall be the Georg Fischer works from which the Products are dispatched.

18.2 任何因違反契約所提起的民事訴訟，應由公司所在地之管轄法院或臺灣臺北地方法院為第一審管轄法院。然而，Georg Fischer 保留向任何對因契約引起或與契約有關的爭議具有管轄權的法院提起訴訟的權利。

Any civil action based upon any alleged breach of this contract shall be filed and prosecuted exclusively in the place where the branch administering the Undersigned's accounts is located or the Taiwan Taipei District Court in the first instance.

Georg Fischer however reserves the right to file actions in any court having jurisdiction over controversies arising out of or in connection with the present contract.

18.3 契約應以中華民國法律為準據法，不適用其他法律的法律衝突條款。

The contract shall be governed by R.O.C. law without regard to conflict of law provisions that would require the application of another law.

※附註：中文翻譯僅供參考！ 如果有發生訴訟時，將以英文版為依據