

## 標準銷售條件

**總則** – 除非 Atlas Copco 正式授權代表人另有書面明示同意，否則本文之條款與條件取代所有其他溝通與約定，並且即使購買人之任何訂單或確認書有任何抵觸或不同之條款與條件，所有之銷售與出貨仍然只以本文之條款與條件為準據。本文中使用的“關係企業”一詞是指 Atlas Copco AB 及其全資擁有之子公司。條款標題只是為方便之目的。本文中使用的“合約產品”一詞應包括 Atlas Copco 供應購買人的產品、零件與配件。訂單均需由 Atlas Copco 在桃園市楊梅區和平路236巷31弄38的台灣公司確認。

**交貨** – 除非另有書面約定，否則凡在台灣組裝或倉儲之合約產品，均為按出貨地點交貨的條件(F.O.B. shipping point) 交貨，而在台灣以外地區出貨之合約產品，則按進口地點交貨的條件 (F.O.B. point of entry) 交貨。若是依進度交貨之合約產品，其交貨因購買人或因不可抗力因素一節所列任何或有因素而延誤，則 Atlas Copco 得以代購買人庫存並由購買人擔負風險的方式交貨。出貨日期均為大約日期，並以立即收到購買人的所有必要資料及核准為基礎。Atlas Copco 保留得要求分批交貨之權利。

**擔保與滅失風險** - 購買人同意在 Atlas Copco 要求時，就所銷售之合約產品或其他資產，簽立一份擔保合約書，並採取其為完善與確保 Atlas Copco 擔保利益所需之所有作為。即使就交貨條件或運費付款有任何約定，當貨物交予私人運送人或公共運送人或移入倉庫後，若合約產品是在台灣組裝、製造或倉儲時，其滅失或損壞風險應在裝運點移轉給購買人，若合約產品是在台灣以外地區裝運時，則在進口地點移轉給購買人。

**Atlas Copco Taiwan Ltd.**  
阿特拉斯科普柯股份有限公司



### Head Office

地址: 桃園市楊梅區和平路 236 巷  
31 弄 38 號  
TEL: (03)283-5088  
FAX: (03)283-5100  
www.atlascopco.com/zh-tw

### Branches

地址: 台中市西屯區福雅路 523-1 號  
TEL: (03)283-5088  
FAX: (04)2463-7976

地址: 高雄市仁武區京中三街 75 號  
TEL: (07)375-3296  
FAX: (07)375-3295

**付款** – 若購買人未付到期應付任何發票款，則 Atlas Copco 得延後本契約或與購買人簽訂之任何其他契約項下之交貨，但已收到任何該發票款之滿意擔保或現金付款時除外。所有逾期帳款均加收每月 1% 或法定最高百分點之服務費，取其金額較低者。若購買人到期未付任何發票款，則 Atlas Copco 除得依據本銷售條件書或適用法律主張所有其他補救措施外，並得認定其屬違約行為。若在交貨前任何時候，Atlas Copco 判斷購買人之財務狀況不足以履行指定之付款條件，則 Atlas Copco 得要求預先付款或取消任何尚待交貨之訂單，同時 Atlas Copco 有權收取合理之取消費。若是購買人導致交貨延遲，則仍然應在 Atlas Copco 準備好交貨之日期付款。若是購買人導致製造延遲，則應按照 Atlas Copco 與製造商所訂契約要求之範圍，按比例付款。所有分批交貨均應分別開立發票及付款，而不考慮其後續交貨。任何分批交貨若有延遲或不符規定，不因此解除購買人必須接受其餘各批交貨及付款之義務。

**不可抗力因素** – 因超出其合理控制範圍之因素，或因火災、瘟疫、罷工或其他勞工一致行動，任何政府主管機關或購買人之作為或不作為，遵守進出口管制、騷亂或暴動、禁運、運輸工具短缺或延誤，或無法從往常的來源獲得所需工程專才、勞工、材料，或製造設備等因素，致發生損失、損害、扣留或延誤時，Atlas Copco 概不負責；亦不得以違約論。若有任何該類因素造成延誤，則交貨日期應按改正延後合理所需時間順延。

**新品保證** – Atlas Copco 向購買人保證 Atlas Copco 與關係企業製造之所有固定式壓縮機、手提式壓縮機、壓縮空氣乾燥機、真空機、Atlas Copco-設計之壓縮機/真空機零件與其他產品均無設計、材料與工藝瑕疵，保證期均自其向購買人出貨之日算起 15 個月或自首次啟用之日算起 12 個月，服務維修及零件不列入，保固期限。一般消耗性零件，由 Atlas Copco 台灣，出貨後 3 個月，核心零件(控制器/轉子) 1 年,取其先發生者，但以下有規定或所附新品保證書有規定者，不在此限。

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在保證期期間，若合約產品在出貨給購買人之前或之後，購買人都有正確存放、安裝、搬運與維護合約產品，卻有不符保證之情形，則 Atlas Copco 應在購買人通知後，修理或更換不符保證之合約產品或授權購買人修理或更換，由 Atlas Copco 負擔費用。更換之合約產品屬 Atlas Copco 之財產。

依據上述保證獲得修理或更換之產品或其零件，在購買人正常且正確使用、存放、安裝、搬運與維護下，Atlas Copco 保證不再有設計，材料與工藝之瑕疵，保證期則自該獲得修理或更換之產品或其零件首次啟用之日算起 30 天或該合約產品原保證期期滿時止，取其時間較長者。

若瑕疵性質經 Atlas Copco 判斷是屬適合修理者，即應當場修理合約產品。依據適用之保證所為之修理與更換，應按 Atlas Copco 倉庫交貨條件(F.O.B. Atlas Copco Warehouse) 免費更換零件，並且於正常上班時間(星期一至星期五 8 a.m. 至 5: 30 p.m. 假日除外)工作之保修勞工、維修人員交通與生活成本均在保證之列。其他時間工作之勞工則按當時適用之 Atlas Copco 人員加班費率收費。

Atlas Copco 之保證不適用於非 Atlas Copco 或關係企業製造之合約產品。對於這類合約產品，購買人只能依該特定製造商的保證條款，主張權利。Atlas Copco 保證不適用於購買人提供之材料或購買人指定之設計等方面的瑕疵。

用過的合約產品，不是 Atlas Copco 或關係企業製造之合約產品，以及被排除在上述保證適用範圍之合約產品，均照其現狀(AS IS)出售，不附帶聲明或保證；而書面、口頭或暗示的所有品質保證，除有 Atlas Copco 書面明確同意外，包括但不限於可賣性或用途合適性保證，均特此否認之。

Atlas Copco 就有關合約產品之銷售、安裝、維修或修理所提供的任何服務，均保證以熟練的方式為之。若服務後 45 天內有任何不符保證情形，則 Atlas Copco 的義務僅限於以合格方式重做。

以上所載為僅有之保證，並取代所有其他書面、口頭或暗示的品質保證，並且所有其它保證，包括但不限於可賣性或用途合適性等的保證，均特此為準。前述不合格情形之改正，應為購買人可以主張的僅有措施，並視同 Atlas Copco 已經履行其就本約項下所交付或履行的合約產品或相關服務的品質或任何瑕疵等方面的所

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有責任(包括任何直接、間接、特別或有或附帶損害的責任)，不論是保證責任、嚴格責任、契約、侵權、過失或其它方面。

**責任限制** – ATLAS COPCO 在任何情況下均不負責任何特別、間接，或有或附帶損害，不論其係如何發生，且不論其係有關保證責任、嚴格責任、契約、侵權、過失或其他方面的責任，包括但不限於，利潤或收入損失、合約產品或設備或服務完全或部份不能使用，停機成本，或購買人為其他損害所為之索賠，不論其係基於本約項下提供之合約產品、或其交貨延遲、或有關合約產品所履行之服務等所致者。Atlas Copco 對於保證責任、嚴格責任、契約、侵權、過失或其他索賠之責任，不論是因契約或其履行或違約所致或因為本約所適用之任何合約產品之設計，或製造、銷售、交貨、轉售、修理、更換、安裝、安裝技術指導、檢驗、維修、操作或使用所致者，其責任概不超過 (“專利補償(Patent Indemnity)”一節另有規定者，不在此限) 該索賠產品或其零件相應之購買價格。

凡因本約或其履行引起或與之有關的所有訴訟理由，除非在其被認定為發生之時間後 1 年內提告，否則時效屆滿。

#### 貿易合規 –

- A) 方應依照賣方的要求提供簽署《收貨方聲明與產品最終用途證明》，披露真實的最終用戶或最終用途證明，並提供交易過程中任何中間商的完整身份資訊，前述資訊的提供將作為交付的前提條件之一。
- B) 買方簽訂訂單或合同即證明：買方不會將該訂單或合同涉及的貨物或服務用於與化學、生物或核武器或能夠運載此類武器的導彈有關的任何目的，也不會用於相關法律所禁止的任何其他目的。
- C) 此外，買方證明買方將遵守相關的當地、國際外貿和海關的要求或任何禁運或其他制裁政策，包括但不限於：買方不得直接或間接地將產品出口或再出

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口至以下國家或地區內的實體或者人員：(1)任何適用法律或國際法項下的禁運所針對的國家和地區，包括但不限於伊朗、克裡米亞、塞瓦斯托波爾、頓涅茨克、盧甘斯克、敘利亞和朝鮮；或 (2)如產品受原產地政府的貿易管制法律管轄且最終交貨的國家或地區/或收貨人屬於被有關法律限制出口的物件。

- D) 如果由於相關的當地和/或國際外貿和海關要求或任何禁運或其他制裁政策而產生的任何障礙阻礙了具有約束力的訂單，合同或其任何部分的履行，賣方將沒有義務再繼續履行該訂單，合同或其任何部分，也不對該等不履行承擔後果或責任。
- E) 如果由於相關的當地和/或國際外貿或海關要求，或任何禁運或其他制裁政策而導致履行受到阻礙，賣方將有權終止具有約束力的訂單，合同或其任何部分，並立即生效且無需事先通知。
- F) 買方將立即以書面形式通知賣方任何違反本條的行為。
- G) 買方應賠償賣方因違反本聲明而造成的任何直接或間接損失。

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**專利補償** – 僅就本節目的而言，凡稱“Atlas Copco”者，均指Atlas Copco Taiwan Ltd.

唯當本約項下提供之合約產品涉嫌侵犯任何台灣專利請求範圍，致購買人被提起任何訴訟或程序時，Atlas Copco 應自負費用進行辯護，但索賠範圍涵蓋該產品、或該產品生產之產品、所進行之加工者不在此列，並且其前提為：該產品是由 Atlas Copco 製造，非依據購買人詳細設計提供，且按 Atlas Copco 銷售當時原狀使用者。購買人必須已付清依據本約到期應付之所有款項，且 Atlas Copco 必須已得到即時之書面通知並獲得該訴訟或法律程序之辯護所需之授權，資料與協助；而所辯護之任何訴訟或法律程序，其獲裁定之所有損害賠償與訴訟成本，應由 Atlas Copco 支付，但此一補償條款不適用於該合約產品或其任何部份、與非依約供應之其他合約產品或事物、一起使用而導致之任何侵權行為，除非 Atlas Copco 是可歸責之侵權人。任何該訴訟或法律程序，未經 Atlas Copco 書面同意所做之任何和解，Atlas Copco 概不負責。若在依據本約辯護之任何訴訟或法律程序中，有任何合約產品被裁定為侵權，且被禁用，則 Atlas Copco 應自行選擇並自負費用，以無侵權之產品更換該合約產品；或是予以修改，使其不再有侵權之虞；或刪除該產品並退還購買價格及其運輸成本。以上所述即為 ATLAS COPCO 與關係企業對專利侵權應負的全部責任。

除 Atlas Copco 係可歸責的侵權人外，若該產品或其中任何部分是依據購買人的詳細設計或指示供應，或經購買人修改，或經購買人併用非本契約所供應的設備或事物，或經購買人用於進行加工、或生產產品，且因該設計、指示、修改、併用、執行或生產，致 Atlas Copco 被提起訴訟或法律程序，則購買人同意依本契約適用條款，按 Atlas Copco 在本條中補償購買人的同一方式與範圍，補償 Atlas Copco。

**轉讓** – 本約或其任何權利之轉讓，未經 Atlas Copco 授權代表事先書面同意，一概無效。

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**解約** – 任何訂單或契約，唯當購買人已根據 Atlas Copco 所發生之成本與費用及投入之承諾，支付合理費用(包括利潤補貼)後，方得解約。

**部份無效** – 若有任何條款或其中任何部份因任何原因被裁定無效或不能執行，則該無效性或不能執行性，不影響任何其他條款或其中任何部分之效力，而解讀這些契約條件時，應視同該無效或不能執行之條款或部份從未包括在內。

**補救措施** – 這些契約條件明確提供之補救措施，均為除 Atlas Copco 得依據統一商事法或其他適用法律行使之任何其他補救措施外，追加之補救措施。

**註：** 本文件所載或所列之設備或服務均以本頁正面與背面所載條款與條件為其條件。購買人之確認，或接受該服務設備，即為同意該條約與條件。購買人之訂單或是其他溝通，訂有任何額外或不同的條款與條件，賣方均予拒絕，除非有賣方授權代表書面同意，否則無效亦無約束力。

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## 付款條件

新台幣50萬元以下或等值之外幣之訂單，付款條件為出貨後**30** 個工作日。

新台幣50萬元以上或等值之外幣之訂單或交貨期超過6個月者，應適用以下付款條件：

### 1. 新台幣50萬元以上或等值之外幣之訂單或交貨期超過6個月之國內出貨

A. 訂單金額30%，自客戶採購單日期或工程圖面核准日期起30個工作日。

B. 訂單金額60%，客戶訂單到原訂出貨日期過半時間後

C. 訂單金額 10%，出貨日期起 30 個工作日。

在要求進度付款的情況下，若未收到付款進度表所示貨款，則訂單上的所有工作都停止。

### 2. 出口裝船

所有出口貨物均以買方安排的信件為準，購買人已向一家由台灣公認之銀行安排以Atlas Copco Taiwan Ltd. 為受益人之不可撤銷信用狀。若訂單屬需要進度付款類，則信用狀之開立必須可以依據約定的付款進度付款。

### 3. 扣留尾款

不得扣留尾款。若要扣留尾款，則要改為提供不可撤銷銀行信用狀，其費用Atlas Copco 負擔。

### 4. 信用核准

所有條款均需通過Atlas Copco Taiwan Ltd 之信用核准。

**Atlas Copco Taiwan Ltd.**  
阿特拉斯科普柯股份有限公司



#### Head Office

地址：桃園市楊梅區和平路 236 巷  
31 弄 38 號  
TEL: (03)283-5088  
FAX: (03)283-5100  
www.atlascopco.com/zh-tw

#### Branches

地址：台中市西屯區福雅路 523-1 號  
TEL: (03)283-5088  
FAX: (04)2463-7976

地址：高雄市仁武區京中三街 75 號  
TEL: (07)375-3296  
FAX: (07)375-3295



## 訂單取消條件

### 工程設備訂單

#### A. 交付製造前:

\*選項設備或已採購材料, 收取 10% (包括特殊組件, 包括但不限於馬達、控制器等等)

#### B. 開始生產後:

\*選項設備或已採購材料, 收取40% (包括特殊組件, 包括但不限於馬達、控制器等等)

\*壓縮機基本價格的10%

#### C. 完成生產後:

\*選項設備或已採購材料, 收取100% (包括特殊組件, 包括但不限於馬達、控制器等)

\*壓縮機基本價格的20%

### 標準設備訂單

#### A. 開始生產後:

\*壓縮機價格的10%

#### B. 完成生產後:

\*壓縮機價格的20%

### 零件與配件訂單

\*30% 進貨費

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## Standard Conditions of Sale

**GENERAL** – Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein “affiliates” shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. “Products” as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Taiwan Ltd’s principal corporate offices at No. 38, Aly. 31, Ln. 236, Heping Rd., Yangmei Dist., Taoyuan City 326, Taoyuan City.

**DELIVERY** – Unless otherwise agreed in writing, Products assembled or warehoused in the continental Taiwan are delivered F.O.B. shipping point, and Products shipped from outside the continental Taiwan are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in the Force Majeure section, Atlas Copco may deliver such Products by moving it to storage for the account of and at the risk of Purchaser.

Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery installments.

**SECURITY AND RISK OF LOSS** - Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental Taiwan or at the point of entry for Products shipped from outside the continental Taiwan.

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**PAYMENT** – If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Atlas Copco, constitute a default in addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law. If, in the judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified. Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

**FORCE MAJEURE** – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

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**NEW PRODUCT WARRANTY** – Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dryers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense.

Replaced Products become the property of Atlas Copco.

Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer. When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

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The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

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**LIMITATION OF LIABILITY** – IN NO EVENT SHALL ATLAS COPCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Atlas Copco’s liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled “Patent Indemnity”) exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

**TRADE COMPLIANCE** - Any quotation is legally binding upon Atlas Copco and purchaser only after purchaser have received a written acceptance from Atlas Copco of any order from purchaser based on that quotation and Atlas Copco can at any point in time withdraw our quotation.

By placing the order, purchaser certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, purchaser certify that purchaser will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

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Purchaser will immediately notify us in writing of any breach of this statement.

Atlas Copco shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

Atlas Copco shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The purchaser shall indemnify Atlas Copco for any direct or indirect damages arising in consequence of any breach of this statement.

**PRICES** – Prices to the Purchaser shall be the Atlas Copco list price in effect at time of order. Atlas Copco may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers any such taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Atlas Copco Taiwan Ltd.

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Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

**INFORMATION FURNISHED PURCHASER** – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party.

**PATENT INDEMNITY** – For purposes only of this Section, where used, the designation “Atlas Copco” shall be deemed to mean Atlas Copco Taiwan Ltd.

Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of Taiwan, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser’s detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suite or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that this indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser’s detailed design or instructions, or modified by Purchaser, or combined by

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Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnifies Purchaser in this Section insofar as the terms hereof are appropriate.

**ASSIGNMENT** – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.

**TERMINATION** – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.

**PARTIAL INVALIDITY** – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

**REMEDIES** – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

**NOTE:** Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

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## PAYMENT TERMS

For orders under TWD500,000 the payment terms shall be **Net 30 days** from date of shipment.

For orders over TWD500,000 or with lead times greater than six months the following terms shall apply:

### 1. Domestic Shipments with orders over TWD500,000 with lead times greater than six months

A. 30% of order value 30 Days from date of customer's purchase order or upon drawing approval.

B. 60% of order value after passage of 1/2 of the time from date of customer's order to the originally scheduled shipment date.

C. 10% of order value, net 30 days from date of shipment.

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

### 2. Export Shipments

All export shipments are subject to purchaser arranging for an irrevocable letter of credit in favor of Atlas Copco Taiwan Ltd., from a recognized Taiwan bank.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

### 3. Payment Retention

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Atlas Copco's expense in lieu of retention.

### 4. Credit Approval

All terms are subject to credit approval by Atlas Copco Taiwan Ltd.

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## CANCELLATION SCHEDULE

### Orders for Engineered Equipment

A) Prior to release for manufacturing:

\*10% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

B) After production has started:

\*40% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

\*10% of base compressor price

C) After production has been completed:

100% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

\*20% of compressor base price

### Orders for Standard Equipment

A) After production has started:

\*10% of base compressor price

B) After production has been completed:

\*20% of compressor price

### Orders for Spare parts

30% restocking charge

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