



1 INTERPRETATION

1.1 In these Conditions:

- “Buyer” means the person who accepts the quotation of the seller for the sale of the goods and/or services or whose order for the goods is accepted by the seller.
- “Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any terms and conditions agreed in Writing between the Buyer and the Seller.
- “Contract” means the contract for the purchase and sale of the goods and/or the provision of goods and services.
- “Goods” means the goods (including any instalment of the goods or any parts for them) which the seller is to supply in accordance with these conditions.
- “Seller” means Synzen Precision Technology Limited registered in Taiwan under unified business number 82967824, whose registered office is at No.A3-4F, No.58 Zhouzi St, Neihu district, Taipei City, 10493, Taiwan (R.O.C).
- “Services” means such services as the seller may agree in writing to provide to the buyer.
- “Writing” includes letter, facsimile transmission, email and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods or Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or Services which is not confirmed in Writing by Seller is followed or acted upon entirely at the Buyer’s own risk., and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the seller.

2.6 The goods remain the property of Synzen Precision Technology Limited until payment has been fully received under the agreed payment terms.



3 ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by one of the Seller's authorised employees.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of any specification for the Goods and/or Services shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or Governmental requirements or, where the Goods are to be supplied to the Seller's specification.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.7 The Seller reserves the right to make without notice any changes in material, specifications, or design of the Goods which having regard to all the circumstances it considers to be reasonable or desirable but which do not affect the operational requirements of the goods and such changes shall not affect the validity of the contract.

3.8 Although every reasonable precaution will be taken to ensure accuracy of such information, all descriptive matter, colours, dimensions and other documentation supplied by the Seller and the descriptions and illustrations contained in its catalogues, website, prices lists and other advertising matter are approximate only and are intended merely to describe generally the goods. They are not, unless it is expressly so stated in the Contract, deemed to form any part or parts of the Contract of sale and are not to be regarded as a warranty or representation.

3.9 Although every reasonable effort will be made by the Seller to match colour and materials the Seller cannot guarantee that no variation in such colour or materials may occur.



4 PRICE OF THE GOODS

4.1 The price of the Goods and/or Services shall be the Seller's quoted price in US Dollars or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, transport), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 The prices quoted are discounted based on cash transactions, for credit card transactions they are 2% higher.

4.4 The price is exclusive of any applicable value added tax, other forms of Sales Tax and other taxes which the Buyer shall be additionally liable to pay to the Seller.

4.5 Installation is not included in the price unless specifically stated or agreed in writing.

5 TERMS OF PAYMENT

5.1 The Buyer shall pay the price of the Goods and/or Services (less any discount to which the Buyer is entitled, but without any other deduction) as per the terms set out in the contract and on the sales invoice. Receipts for payment will be issued only upon request. Synzen Precision Technology Limited standard payment terms are:

- Credit terms are strictly based on invoice date irrespective of delivery mode whether that is air or sea freight or delivery terms whether that is FOB, DDU, DAP.
- 28 days after month end (upon completed of Credit Request Application Form and approval by Synzen Precision Technology Limited to receive credit account)
- The time of payment of the prices shall be of the essence of the Contract.

5.2 If the Buyer fails to make any payment by the invoice due date then, without prejudice to any other rights or remedies available to the Seller, the Seller shall be entitled to:

- cancel the contract or suspend any further deliveries/commitments to the Buyer;
- appropriate any payment made by the Buyer to such of the Goods and/or Services (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- cancel any warranty which would otherwise be applicable in relation to any Goods and/or Services supplied to the Buyer.
 - charge the Buyer interest (both before and after any judgement) on the amount unpaid, at a rate of 4% per annum above Allied Irish Banks, p.l.c. base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- demand of the Buyer the full price for the Goods supplied before the application of any discounts or reductions.
- the immediate payment of all payments outstanding in respect of the Goods and of any other goods, works or services under any other contract notwithstanding the fact that the date for payment may not have fallen due.



5.3 The Buyer shall fully indemnify the Seller on demand against any legal or other expenses incurred by the Seller in the collection of any outstanding payment from the Buyer on any account including without limitation any legal costs, disbursements and bank charges incurred.

5.4 The buyer shall not have the right to withhold payment in full or part of sums due in relation to any Contract by way of set off or otherwise and shall make payment in full relying upon the company's applicable warranty as regards any alleged defects or claim.

6 DELIVERY& RETURNS

6.1 Any dates quoted for delivery of the Goods and/or provision of Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Exact times for delivery shall not be of the essence, approximate lead times will be agreed (e.g. 4 weeks). The Goods may be delivered by the Seller in advance of the quoted delivery date upon reasonable notice to the Buyer.

6.2 All goods comprised in any Contract may at the option of the Seller be delivered and/or invoiced separately.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

6.4 All Goods must be examined and signed for by and on behalf of the Buyer immediately on delivery.

6.5 Any claim for non delivery of any Goods shall be notified in writing by the Buyer to the Seller within 3 days of the date quoted for delivery.

6.6 Any claim that any Goods have been delivered damaged, or do not comply with their description, shall be notified by the Buyer to the Seller within 3 days of delivery. If it is not reasonably practicable for the goods to be unwrapped within 3 days of delivery then the time period shall be extended to 3 days from the time that the particular goods are actually unwrapped provided that notification is made within three months of the date of delivery at the latest. If packaging is visibly damaged, notification shall be made at or immediately after the time of delivery, even if it is not then practicable to establish whether actual damage has occurred to the Goods.

6.7 If the Buyer is unable to accept the Goods for any reason, or if the Seller is unable to deliver owing to inadequate delivery instructions being provided by the Buyer, the Seller may deliver the Goods ex works and so notify the Buyer (which shall constitute delivery) and the Seller may deliver an invoice for such Goods and further look to the Buyer for all costs, charges and expenses incurred by the Seller including but not limited to storage and handling expenses.



6.8 Warranty and Returns Policy here with references to RMA etc.

Introduction

This Return and Warranty Policy Statement applies to Synzen products purchased directly from Synzen. If you did not acquire the Synzen products directly, check with your supplier for their returns policy.

As all statements herein are subject to change, please check our website at www.synzen.com.tw for the latest policy.

Returning Synzen products

These instructions are provided to assist you with replacement service for the Synzen merchandise in the unlikely event that you experience problems with the merchandise. If you encounter problems, follow these steps:

Warranty and Returns Procedure:

Please complete Return Material Authorization (RMA) Fax Request Form in full and e-mail to rma@synzen.com.tw Synzen will then respond to customer by phone within 48hrs of receiving RMA Request Form. Please include any relevant material i.e. pictures.

Upon receiving above information, Synzen will first confirm whether there is a potential problem that may be covered by warranty or replacement service. If this is the case, the buyer will be issued with RMA # and an RMA Acknowledgment Form that confirms their request within 2 business days. Note: Return goods will not be received under any circumstance without RMA

Acknowledgment Form and RMA #. Unauthorized returns or freight collection returns will be returned to you at your expense.

Once you have the RMA # and Acknowledge Form, re-package the product, and attach the RMA Acknowledgement Form on the outside of the package. Note: Protecting the value of returned products by packaging and shipping them correctly is your responsibility. We reserve the right to deny warranty coverage for any damage caused by inadequate packing, original protective packaging or an equivalent substitute must be used and all parts must be packed securely inside the external shipping carton to prevent mechanical damage.

Send the product to the return location written on the issued RMA Acknowledgment Form. All products must be returned freight prepaid within 30 days of obtaining an RMA. We reserve the right to cancel the RMA after 30 days. If you fail to return the product within the 30 days, please contact rma@synzen.com.tw to get a new RMA.

On dispatch of the goods please email a copy of this form along with the Waybill number to rma@synzen.com.tw Note: We will not accept unauthorized returns or freight collection returns; we will return these to you at your expense. If a returned product contains parts that are no longer available or repairable, we will contact you to discuss resolution and return of the material. Synzen will reject any returns without a valid RMA #.

The repair department will evaluate all products returned for repair to determine warranty coverage and will resolve any questions that may arise during evaluation to make a final determination.

Synzen will invoice you the purchase price of the replacement product and freight charges if the warranty or replacement service has been voided because of tampering, removal of components, improper maintenance, or any other reason as further set forth in the Limited Product Warranty or if Synzen has not received the defective merchandise within thirty (30) days after receiving the RMA documents. See Section 8 of terms and Conditions for full details relating to product Warranty and Liability. Note: The destination country importation, compliance with the relevant export controls, and customs clearance may impact actual delivery times.

If you have questions about this policy, contact rma@synzen.com.tw. Effective date of this policy: May 1, 2020.



7 RISK AND PROPERTY— RETENTION OF TITLE

7.1 Risk or damage to or loss of the Goods shall pass to the Buyer at the time of delivery in accordance with the particular contract applicable to those goods or if the Buyer wrongfully fails to take delivery of those goods, the time when the Seller has tendered delivery of the goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title to and the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the Contract price (plus relevant taxes) of the Goods.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly sorted, protected and insured and identified as the Seller's property. Until that time the Buyer will be entitled to sell or use the Goods in the ordinary course of business but shall account to the Company for the proceeds of sale or otherwise of the Goods (whether tangible or intangible and including insurance proceeds) and shall hold such proceeds on trust for the Seller, properly stored, protected and insured in a way that they are identifiable as the property of the Seller and are separated from all other goods of the Buyer.

7.4 Until such time as the title and property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at the time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.6 The Seller shall be entitled to recover the Contract price plus taxes notwithstanding that the property in any of the Goods has not passed from the Seller.

7.7 The right to use or resell the Goods granted to the Buyer under the terms of Clause 7.3 above:

- may be terminated by the Seller forthwith upon oral or written notice to the Buyer if the Buyer defaults in payment of any sum for more than 7 days after such sum fell due; and
- shall automatically cease if (i) a receiver is appointed over any of the assets of the Buyer or (ii) a petition is presented for an administration order in respect of the Buyer or (iii) a petition is presented or notice is given of a resolution to wind up the Buyer or (iv) the Buyer is deemed unable to pay its debts within the meaning of Section 214 of the Companies Act 1963 (or international equivalent) or (v) (where the Buyer is a sole trader or partnership) a petition is presented for the bankruptcy of the Buyer (or any partner of the Buyer) or (vi) the Buyer shall make any composition or arrangement with its creditors or (viii) any distress, execution or other process is levied or enforced upon or sued against all or any of the assets of the Buyer.

7.8 Upon the Buyer ceasing to have such right of use or resale, the Seller shall be entitled at any time without notice to enter the Buyer's premises to repossess the Goods.

7.9 If the Buyer has resold the Goods in the ordinary course of business subject to any retention of title in favour of the Buyer and the Buyer defaults in payment or ceases to have any right to resell or use as referred to in Clause 7.7 above then (i) the Seller shall have the right to require the Buyer to enforce its rights pursuant to or under such retention of title and (ii) all monies and/or goods recovered thereby by the Buyer shall, to the extent of any liability of the Buyer to the Seller, be held by the Buyer on trust for the Seller, in the case of proceeds in a separate bank account and in the case of goods, separate and distinct, properly stored, protected and insured.



8 WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below the Seller has standard warranties for all goods of one year from delivery date.

8.2 Where the seller supplies Goods to the Buyer under this Contract, the standard warranties applicable to those Goods will be available to the Buyer and the Buyer acknowledges that he is aware of the type of warranty applicable to the product being purchased.

8.3 The above warranties is given by the Seller subject to the following conditions:

- the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions or storage conditions, failure to follow the Seller's instructions (whether in oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- the Seller shall be under no liability in respect of any Goods which have been adjusted, modified, serviced or repaired otherwise than by the Seller.
- the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- the above warranty does not extend to parts, materials or equipment not manufactured by the Seller.

8.4 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.5 Any warranty claim by the Buyer shall (whether or not delivery is refused by Buyer) be notified to the Seller within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 5 days of the date of discovery of the defect or failure and in any event within the warranty period applicable to the particular product. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods on the grounds of a breach of the warranty given by the Seller and the Seller shall have no liability for such a defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.7 Without prejudice to the Seller's warranty given in clause 8.2 above, the Seller shall be liable to the Buyer under any Contract only in respect of personal injury to or the death of any person or loss or damage to any property caused directly by the acts or omissions of the Seller, its employees, agents or sub-contractors. Except in respect of personal injury or death caused by negligence (for which by law no limit applies), the Seller's liability to the Buyer under any Contract in respect of any one event or series of connected events shall not exceed €1 million.

8.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect or consequential loss compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use of resale by the Buyer, except as expressly provided in these Conditions.



8.9 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing shall be regarded as causes beyond the Seller's reasonable control:

- Act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any government, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- difficulties in obtaining new materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery.

8.10 Any claim under this clause 8 must be in Writing and must contain full details of the claim including the part numbers of any allegedly defective Goods. The Seller shall be afforded reasonable opportunity and facilities to investigate any claim made under this clause and the Buyer shall, if so requested in writing by the Seller, make available any goods which are subject of any claim, and any packing, securely packed for collection from the Buyer's premises for examination by the Seller. The Seller shall have no liability with regard to any claim in respect of which the Buyer has not complied with the provisions of this clause and clause 6.

8.11 Without prejudice to the generality of the foregoing all recommendations or advice given by or on behalf of the Seller to the Buyer as regards to the methods of installation or using the goods and the purpose for which the goods may be used are given without liability on the part of the Seller.

9 INDEMNITY

9.1 If any claim is made against the Buyer that the Goods and/or Services infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights or any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

- the Seller is given full control of any proceedings or negotiations in connection with any such claim;
- the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
- except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under such policy or cover (which the Buyer shall use its best endeavours to do);
- the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs, or expenses for which the Seller is liable to indemnify the Buyer under this clause.



10 INSOLVENCY OF BUYER

10.1 This clause applies if:

- the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- the Buyer ceases, or threatens to cease, to carry on business; or
- the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered and/or Services performed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 EXPORT TERMS

11.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

11.2 Where the Goods are supplied for export from Eire, the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provisions of these Conditions.

11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

11.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered from the air or sea port of shipment and, in any case involving carriage by sea, the Seller shall be under no obligation to give notice under the Sale of Goods and Supply of Services Act, 1980.

11.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

11.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in a currency acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 30 days after sight to the order of the Seller at such branch of E.Sun Bank in Taiwan as may be specified on the Bill of Exchange.

11.7 Other than in the case of export to countries in the European Union the Buyer undertakes not to offer the Goods for resale in Taiwan or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that the person intends to resell the Goods in any such country.



12 GENERAL

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by the Seller or any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

12.4 The Buyer and the Seller shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to any Contract or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the Buyer and the Seller, the dispute shall be referred to the Managing Directors of the Buyer and the Seller who shall meet in order to attempt to resolve the dispute. If any such meeting fails to result in a settlement, the matter shall be referred to a single arbitrator agreed between the parties or, on failure to agree within 30 days of a written request by one party to the other, appointed on the application of either party to the President for the time being of the Chartered Institute of Arbitrators. The provisions of the Arbitration Act 1980 shall apply to any arbitration under any Contract, which shall take place in Taipei. The costs, charges and expenses incurred in respect of such arbitration including the legal costs of each of the parties will be at the discretion of arbitrator.

12.5 The Contract shall be governed by the law of Taiwan and the Seller and the Buyer agree to non-exclusive jurisdiction of the Courts of Taiwan.