TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES ("Conditions") – TAIWAN VERSION

1. SCOPE

1.1 In these Conditions: "Supply" means any supply by Supplier to Buyer including the supply of Goods and/or Services; "Buyer" means the party buying Goods or procuring Services and shall include, if the context so permits, its agents or sub-contractors; "Supplier" means the Edwards Group Company named on the Purchase Order; "Purchase Order" means an order placed on Supplier by Buyer; "Product" means a product owned by Buyer to be the subject of a Service; "Purchase Price" means the price to be paid by Buyer to Supplier for the Goods and/or Services; "Goods" means products, consumable materials, equipment, equipment components, spare parts, software and other goods and materials supplied by Supplier to Buyer (including any exchanged products supplied by Supplier as part of providing Services); "Services" means any services supplied by Supplier to Buyer; and "Service Exchange" means the exchange of a product shipped by Buyer to Supplier with a new or refurbished Good of the same type.

1.2 These Conditions apply to and are deemed to be incorporated in all contracts for Goods and Services and, save where Supplier and Buyer have agreed to specific terms, shall apply to and prevail over all conditions endorsed on, delivered with or contained in Buyer's purchase terms, or any Purchase Order, or other documentation. No modification to these Conditions shall be valid unless in writing and duly signed by a person authorised by Supplier. All Purchase Orders are subject to acceptance by Supplier.

1.3 Once accepted the Purchase Order and these Conditions shall constitute the contract ("Contract") between Buyer and Supplier for the Supply and shall constitute the entire agreement between the Buyer and Supplier in relation to the Supply.

2. PRICE QUOTATIONS

2.1 Prices quoted for (a) standard Goods and Services remain valid for 30 days unless otherwise specified; and (b) non-standard Goods and Services are estimates and may be increased without notice in the event of increases in Supplier's costs of: (i) transport, labour and materials; (ii) handling of, and compliance with laws and regulations concerning hazardous materials; (iii) handling, delivery and shipping; (iv) energy or fuel; and/or (v) any other costs of supply or of Supplier's performance arising between the time of quotation and the time of Supply.

2.2 Prices quoted are exclusive of all applicable taxes, including but not limited to, any value added tax, and/or other taxes, levies and duties of any nature whatsoever ("Taxes") applicable to the Goods and Services. All Taxes shall be paid by Buyer unless Buyer provides Supplier with an exemption certificate acceptable to the relevant taxing authority.

3. INSPECTION AND TESTING

3.1 All Goods are inspected by Supplier before supply to Buyer and tested where appropriate.

3.2 An additional charge will be made for tests or trial runs carried out at Buyer's request. In the event that Buyer does not attend such tests after 14 days' notice Supplier will perform the tests and the Goods will be deemed accepted in Buyer's absence.

4. SUPPLY AND TRANSPORT

4.1 Supplier will use reasonable efforts to supply Goods and Services within the time requested in the Purchase Order and in any event within a reasonable period.

4.2 Unless otherwise agreed in writing all shipments shall be made FCA (Incoterms 2010) Supplier's production and/or distribution facilities. Unless other delivery arrangements are agreed, Supplier may, at Buyer's request and expense, arrange carriage and insure Goods against normal transit risks to the value of the Purchase Price. Risk of damage to or loss of Goods shall pass to Buyer on Supplier's delivery of the Goods to the carrier. Should Buyer carry out the transport of the Goods Buyer shall have in place all adequate transit insurance with insurers of good reputation to the value of the Purchase Price, and Buyer shall ensure that Supplier is noted as additional insured on this insurance Risk of damage to or loss of Goods shall pass to Buyer in accordance with the agreed terms and Buyer shall indemnify Supplier against all loss of, or damage to, Goods.

4.3 Buyer shall take delivery of the Goods in accordance with the delivery date specified in the Contract or at the latest 5 days from Supplier's notification that the Goods are ready for delivery, whichever is the latest (the "Delivery Date") Buyer will supply Supplier with delivery instructions promptly on notification to Buyer that Goods are ready for shipment.

4.4 Buyer's obligation to take delivery of the Goods as provided in this Contract constitutes a material obligation of Buyer.

4.5 Where the Goods to be supplied are new, Buyer may request a deferral of the Delivery Date provided this request is in writing and made at the latest 6 weeks prior to the due date of shipment. Supplier may accept or refuse, at its sole discretion, a request for deferral. Notwithstanding any other remedies available under these Conditions should deferral of delivery be for a period longer than 14 days from the Delivery Date, Supplier shall be entitled to charge Buyer compensation amounting to at least 2% of the Purchase Price per month of delay, to be paid by Buyer within 30 days of issuance of the corresponding invoice. Deferral of the Delivery Date shall not in any case be for longer than 3 months from the initial Delivery Date. Without prejudice to Condition 12 at the expiry of the 3 month period Supplier shall be entitled to make arrangements for storage of the Goods at a place of its choice at Buyer's expense. In such case, Supplier's obligation to deliver the Goods will be deemed satisfied and Buyer will be responsible for the risk of loss of, or damage to, the Goods, and for paying the Purchase Price.

4.6 Where the Goods to be supplied are not new, or where Supplier is to return a Product after it is serviced, Buyer will supply Supplier with delivery instructions promptly on notification to Buyer that the Good or Product is ready for shipment. Should shipment or collection be postponed for more than 14 days after such notification, (i) Supplier shall be entitled to make arrangements for storage of the Good or Product at Buyer's risk and expense at a place of its choice, (ii) Supplied may charge Buyer compensation at the rate of 2% of the Price per 14-day period or part thereof from the date of such notification and Buyer shall pay such amount within 30 days of invoice, and (iii) Supplier's obligation to deliver the Goods or Product will be deemed satisfied and Buyer will become responsible for the risk of loss of or damage to the Goods or Product and for paying the Purchase Price.

4.7 In the case of Service Exchange Buyer must ship at its cost the product to be exchanged to Supplier within thirty (30) days of the date of the relevant Purchase Order. Should Buyer not comply with this obligation (i) Supplier may charge a non-return compensation which shall be calculated at the rate of two per cent (2%) of the Purchase Price for each 14 day-period during which Supplier has not received the product to be returned, with the non-return compensation being payable within thirty (30) days of the date of invoice by Supplier and (ii) should delay in returning the product exceed 3 months from the date of the relevant Purchase Order, Supplier shall be entitled to terminate the Purchase Order or that part of the Purchase order related to the Service Exchange and Buyer shall pay the price which would be due against the supply of a new Good of equivalent specification, less any amount already paid towards the Service Exchange. Buyer shall pay within 30 days of the date of invoice.

4.8 The parties agree that compensation and other expenses payable under the Conditions above are a genuine pre-estimate of the costs and losses which Supplier would suffer from Buyer not taking delivery of the Goods on the Delivery Date.

4.9 In cases where a Product is received by Supplier in respect of which no Purchase Order, or other written authority, is given to Supplier to carry out Services within 60 days of receipt by Supplier, Supplier may, at its option, either return the Product to Buyer or dispose of the Product as Supplier thinks fit and Supplier may charge Buyer for, and Buyer agrees to pay, all storage, return and/or disposal costs.

4.10 Buyer shall ensure and warrant that it shall comply with any applicable export or import laws, regulations or guidance and that it shall not import, export or re-export, directly or indirectly, the Goods, or other item related to the Goods, in or to (1) any country subject to an embargo under the laws of any country or under any international laws, including, but not limited to, Cuba, Iran, North Korea, Sudan and Syria and/or (2) any country for which an import or export/re-export licence or approval or certificate is required, without obtaining such licence or approval or certificate prior to importing or (re)exporting. Buyer shall attach to all Purchase Orders the necessary information to permit Supplier to commence its work, together with any import licence and/or permits or certificates, which may be necessary. Supplier shall not be liable for delay in delivery or non-delivery of the Goods or any associated item due to (1) any restriction on the import or export of the Goods or any associated items or (2) non-compliance by Buyer with this clause or with the law, or (3) delay or refusal of export or import licence or approval by any relevant authority. Supplier may request, and if so Buyer shall provide, in advance and as a condition of delivery, a signed statement providing information related to the use of the Goods and any associated items and/or the full identity of the end-user or any intermediary in the transaction. Notwithstanding any other provision of the Contract Supplier shall be entitled to terminate the Contract with immediate effect and without liability if it has reasonable grounds to suspect that Buyer has breached or intends to breach this clause.

4.11 Goods will be supplied and paid for as available unless Buyer specifically requests "one consignment". Each shipment shall be considered a separate and independent transaction. Supplier may suspend shipment of any unfulfilled Contract between the parties in the event of any act or omission on the part of Buyer or if Buyer is in material breach of Buyer's obligations under a Contract, whether separate or not.

4.12 All Goods and Services supplied in accordance with the Contract will be deemed accepted unless Buyer promptly notifies Supplier in writing that the Goods or Services are not in compliance with the Contract. Any damaged Goods and packaging must be kept for inspection by Supplier.

4.13 Supplier may modify the specification of Goods without notice provided that the modification does not materially affect the performance, form or fit of the affected Goods.

4.14 Services, installation and commissioning are not included in the purchase price for the Goods.
4.15 Buyer shall be responsible for de-installing, de-commissioning and shipment of any Product. Supplier shall notify Buyer following discovery of any such Product as unsuitable for the performance of Services
5. PAYMENT
5.1 All amounts are stated and payments are to be made in New Taiwan Dollar unless otherwise agreed in writing. If Buyer specifies a different currency, Supplier reserves the right to amend the quoted price by any amount to cover movements in the exchange rate between the relevant currency and New Taiwan Dollar arising between the time of quotation and acceptance of the Purchase Order.
5.2 Full payment without any deduction whatsoever must be made to Supplier within 30 days of the date of invoice unless otherwise agreed in writing. Invoices will normally be issued on the date of delivery of the Goods (or the date of deemed delivery) or completion of the Services. Any invoice disputes must be raised by Buyer within 15 days from date of invoice, or the invoice shall be considered to be accepted by Buyer. Time for payment shall be of the essence.
5.3 All Purchase Orders are subject to credit approval before shipment. If, in Supplier's judgement, Buyer's financial condition does not at any time justify payment terms as previously specified, Supplier may cancel or suspend any unfulfilled Contract. Supplier may require Buyer to furnish Supplier with a confirmed irrevocable letter of credit drawn on a bank acceptable to Supplier.
5.4 If any payment is overdue Supplier shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries to Buyer without notice and/or to charge interest on any amount overdue at the applicable maximum statutory interest rate (currently 20%).
5.5 Any sum due by Buyer may be offset by Supplier against any sums due by Supplier to Buyer under any Contract
6. RETENTION OF TITLE
6.1 Subject to clause 6.2 Goods shall remain Supplier's property until Buyer has made full and unconditional payment to Supplier of all sums due to it in respect of the Goods
6.2 Title to Product remains with Buyer unless it becomes the subject of Service Exchange in which case title passes to Supplier upon receipt of the Product at the Service Centre.
6.3 Any consignment stock, inventory or materials held at Buyer's site and owned by Buyer for the use of Supplier in carrying out the Services shall be at the risk of the Buyer
6.4 Until payment in full by Buyer, Goods shall be held by Buyer as bailee for Supplier and will be kept, unaltered and in good condition (at no cost to Supplier) separately from all other goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property.
6.5 If payment becomes overdue, or on the occurrence of any termination event referred to in Condition 12 below, Supplier may, where permitted by law, and after giving notice to Buyer, enter upon any premises where Supplier reasonably believes Goods to be, or otherwise take action, to recoverGoods.
6.6 From delivery and prior to full payment of the Purchase Price, Buyer shall maintain the Goods in satisfactory condition and keep them insured under adequate insurance policies with insurers of good reputation, covering the Purchase Price.
7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY
7.1 Supplier shall retain all right, title and interest in and to, and possession of, any know-how, technical information, drawings, specifications or documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Supplier and supplied by Supplier under any Contract. All such information shall be kept confidential by Buyer and shall not be disclosed to any third party unless and until the same is or becomes public knowledge nor shall any such information be used by Buyer for any purpose other than for the purpose of using any Goods supplied under the Contract without Supplier's prior written consent.
7.2 Ownership is retained by Supplier of any patent, copyright, trade secret, design right or other intellectual property right in or relating to the Supply and Buyer shall acquire no rights in or over such intellectual property rights save as expressly set out herein including, but not limited to, any technical information, know-how, drawings and specifications supplied by Supplier or relating to the Supply.
7.3 Supplier's trademarks and names and those of its associated companies shall not be used by Buyer otherwise than as applied by Supplier to Goods, Services or associated documentation.
8. WARRANTY
8.1 In respect of supply of Goods comprising equipment and related components, spares and parts:
A. Supplier hereby undertakes to repair or replace at Supplier's option, or to arrange repair or replacement by Supplier's representative of, any Goods supplied to Buyer if a defect in materials or workmanship arises under conditions of normal and proper use and maintenance (fair wear and tear, and consumables excepted) provided that (i) the Goods were purchased and used for a purpose for which they were suitable; (ii) were operated and maintained in accordance with the operating instructions; (iii) unless otherwise agreed by Supplier, in writing, the defect occurs within 12 months from the date of shipment of the Goods; and (iv) Condition 8.3 is satisfied.
B. Any repaired or replaced Goods (including Goods the subject of Service Exchange) will continue to be warranted for the unexpired period of the warranty referred to in Condition 8.1 A above.
C. Supplier may charge Buyer for the cost of shipping Goods to and from a Supplier service centre if the Goods to be repaired or replaced are located in a country in which Supplier does not have a service centre.
D. The warranty under this clause does not cover the costs of installation or removal of the Goods to be repaired or replaced which shall be at Buyer's cost.
8.2 In respect of supply of Services:
A.Supplier warrants that Services shall be performed in a workmanlike manner using reasonable skill and care and in accordance with Supplier's service policy and practice. Unless otherwise agreed in advance, Supplier shall provide such Services, including repair and replacement, as are in Supplier's reasonable opinion necessary in order to provide the Service.
B. If subsequent to the performance of Services failure or breakdown (fair wear and tear and consumables excepted) occurs: (a) during the warranty period notified to Buyer at the time the Services are performed (or if no such period is notified to Buyer, and unless otherwise agreed, within 90 days of the date that the Services are completed); (b) during normal usage; and (c) shown by Buyer to Supplier's reasonable satisfaction (after a reasonable opportunity for Supplier to inspect the allegedly defective Services and to review documentation pertinent to the failure or breakdown) to have been caused by Supplier's failure to perform the Services in accordance with this Condition: Supplier, at its option, shall correct or re-perform the Service or replace the serviced product or refund the cost of the Services; provided that: (i) the failure or breakdown was not caused, or contributed to, by Buyer's act or omission, breach of contract, negligence, process reactions, excessive process build ups or accidents or by Buyer's failure to observe Supplier's recommended maintenance schedules and activities; and (ii) Condition 8.3 is satisfied.. For the avoidance of doubt any components of a Product not replaced in the course of the Product being serviced will not be covered by the Service warranty on the Product.
C. Buyer is responsible for shipping Products to the designated Supplier service centre at Buyer's risk and cost. Supplier may charge Buyer for the cost of shipping Product from a Supplier service centre back to Buyer if the Product is located in a country in which Supplier does not have a service centre. If Buyer requires a more expensive method of freight than Supplier's standard shipping then the extra cost shall be paid by the Buyer.
D.The Warranty under this Condition does not cover the costs of installation or removal of the Product which shall be at Buyer's cost.
E. Except as expressly warranted above, Services are provided "as is" and Buyer assumes the entire risk as to the results of the Services. Nothing stated in these Conditions implies that the operation of any serviced Product will be uninterrupted or error-free or that errors will be corrected. Other written or oral statements by Supplier, its representatives, or others do not constitute warranties of Supplier.
8.3 The following provisions must be satisfied in respect of all claims under Conditions 8.1 and 8.2: a) the claim must first be notified promptly in writing to Supplier; b) the Goods or any Product must not have been repaired or modified by anyone other than Supplier or at Supplier's direction; c) in the case of equipment and related components, spares and parts not of Supplier's own manufacture, unless otherwise required by law, Supplier's responsibility shall be limited to passing on to Buyer the benefit of any guarantee or warranty given to Supplier by the manufacturer of such Goods or part; d) in the case of a replacement, Buyer returns at its cost the defective Goods to Supplier within 10 days of delivery of the replacement Goods by Supplier; e) the defect does not arise from Buyer's specification or instructions; and g) Buyer has paid the purchase price in full or paid in accordance with agreed payment schedule.
8.4 Supplier may satisfy Supplier's liability under this Condition 8 by reducing the Purchase Price or refunding the Purchase Price and retaking the Goods or issuing a credit note.
8.5 Except as expressly warranted above, all warranties, conditions and other terms implied by any statute, law or regulation are to the fullest extent permitted by law, excluded.
9. LIABILITY AND INDEMNIFICATION
9.1 Subject to Condition 8, the following provisions set out the entire liability of Supplier (including any liability for the acts or omissions of its employees, agents, or subcontractors) to Buyer in respect of: a) any breach of these Conditions; or (b) any representation, statement or tortious act or omission, including negligence, arising under or in connection with these Conditions.
9.2 Nothing in these Conditions excludes or limits the liability of Supplier for:
(a) death or personal injury caused by Supplier's negligence or (b) fraud or fraudulent misrepresentation or (c) any other liability that cannot be excluded or limited by law.
9.3 Subject to Condition 9.4 Supplier shall be liable for physical damage to property to the extent that it results from breach of Contract or Supplier's negligence in connection with the performance of the Contract, subject to an

overall limit of the amount received by Supplier from Buyer under the Contract.
9.4 Supplier shall not be liable to Buyer for pure economic loss, loss of profit, loss of business, depletion of goodwill, loss of anticipated savings, injury to reputation, loss of revenue, interruption of production, any damages claimed to Buyer by third parties, or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
9.5 If Buyer fails to perform any of its obligations pursuant to these Conditions, Buyer shall pay Supplier all costs and expenses incurred by Supplier, including all attorney's fees, in enforcing Supplier's rights relating to such obligation, whether by formal proceedings or otherwise, in addition to any other remedy available to Supplier.
9.6 For the avoidance of a doubt save as provided in this clause Supplier shall have no liability in contract, tort, misrepresentation, restitution, or otherwise arising as a result of the performance or contemplated performance of the Contract.
9.7 Buyer will indemnify and keep indemnified Supplier from and against any costs, claims, demands, liabilities, damages or losses and all interest, penalties and legal and other professional costs and expenses arising out of or in connection with Buyer's use of Goods or Buyer supplying Goods to any party who is not a party to these Conditions and the Goods' subsequent use. This indemnity shall cover (but is not limited to) Supplier's liability to third parties arising out of the use or sale of the Goods, except to the extent caused by Supplier's negligence.
10. FORCE MAJEURE
10.1 Neither Buyer nor Supplier shall be liable for failures in performance, including delay or non-shipment, resulting from acts or events beyond its reasonable control.
10.2 In the event of such delay, the date of shipment or performance shall, at the request of Supplier, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.
11. CANCELLATION
11.1 Buyer may request a cancellation of the Contract to the extent it relates to the sale of Goods, provided such request is given in writing and at the latest six (6) weeks prior to the due date of shipment. Supplier may accept or refuse, at its sole discretion, a request for cancellation. Without prejudice to any other rights Supplier may have, upon cancellation Buyer shall pay Supplier compensation equivalent to 15% of the Purchase Price for standard Goods and 30% of the Purchase Price for non-standard Goods within thirty (30) days from issuance of the corresponding invoice.
11.2 Unless agreed otherwise in writing by Supplier, should Buyer cancel any Contract to the extent it relates to the sale of Services, Buyer shall pay to Supplier the costs of all work done and materials purchased or provided in connection with the Services up to the time of cancellation, plus compensation for all costs and losses equivalent to 15% of the Purchase Price
11.3 The parties agree that such sums payable to Supplier under this clause are a genuine pre-estimate of the costs and losses which Supplier would suffer from Buyer cancelling all or part of the Contract
12. TERMINATION
12.1 If Buyer is subject to any act of bankruptcy or, being a company, has a receiver appointed or an administration order made against it or goes into liquidation or if a similar event occurs under applicable insolvency laws (except for the purpose of reconstruction or amalgamation) then all sums due to Supplier under the Contract shall immediately become due and payable and Supplier may, notwithstanding any previous waiver, terminate the Contract forthwith by written notice.
12.2 Supplier may terminate the Contract with immediate effect in the event of a failure by Buyer to comply with any material provision of these Conditions if the failure continues for more than 14 days after Buyer has been given written notice of such failure.
12.3 If Buyer fails to collect or take delivery of the Goods within 3 months of the Delivery Date, Supplier shall be entitled, without prejudice to its other rights, to terminate all or part of the Contract and to dispose of the Goods, and to charge Buyer a compensation of 15% of the Purchase Price (standard goods) or 30% of the Purchase Price (non-standard goods), to be paid by Buyer within 30 days of issuance of the corresponding invoice. The parties agree that such sums payable to Supplier under this clause are a genuine pre-estimate of the costs and losses which Supplier would suffer from Buyer not taking delivery of the Goods.
12.4 Termination shall be without prejudice to any prior right of either party or any provisions (including but not limited to clauses 6, 7 and 9) which by nature shall survive termination
13. BUYER'S DUTIES AND RESPONSIBILITIES WHEN SERVICES ARE PROVIDED
13.1 All Products and environments (whether at Supplier's or Buyer's or Buyer's customer's premises) must be free from risks to health and safety (save to the extent notified to, and specifically accepted by, Supplier in writing). Supplier may decline, without incurring any liability, to service any Product, or work in any environment in which, in Supplier's opinion, the risks to health and safety are not managed satisfactorily by Buyer.
13.2 Buyer will permit Supplier prior to commencement of any Services to assess the condition of the Products and the working environment. Supplier shall be under no obligation to service any Product which, in Supplier's reasonable opinion, has been used in a way or for a purpose for which it was not suitable, has not been operated and maintained in accordance with the manufacturer's operating instructions, is too old or in too poor a condition to be serviced economically or is in any way unsafe.
Supplier shall have the right and Buyer shall provide all necessary access and cooperation to enable Supplier to carry out a risk assessment.
13.3 Buyer will provide Supplier with all available operating documentation, drawings, test certificates and maintenance inspection reports relating to any Product.
13.4 Buyer will indemnify and hold Supplier harmless against any loss, claim or damage suffered by Supplier or its employees, agents or sub-contractors suffered on the Buyer's site or Buyer's customer's site except to the extent caused by Supplier's own negligence.
14. MISCELLANEOUS
14.1 Buyer may neither assign nor transfer nor deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Supplier.
14.2 Save as expressly provided, no term or provision of these Conditions shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).
14.3 No waiver by either party of any breach of any of these Conditions by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. A waiver given by a party hereunder shall be binding upon such party only if in writing and signed by such party. In the event that any term or provision of the Contract is declared null and void or unenforceable by any court of competent jurisdiction, then such term or provision shall be amended to the minimum extent necessary to make it effective and enforceable while preserving its intent and the remainder of the provisions of these Conditions shall remain in full force and effect to the fullest extent permitted by applicable law.
14.4 Nothing contained in these Sale Conditions shall be deemed to require Supplier to take any action that would constitute, directly or indirectly, a violation of any laws of any applicable jurisdiction, and Supplier's failure to take any such action shall not be deemed a breach hereunder.
14.5 All drawings, descriptive matter, technical specifications, capacities, performance rates, descriptions and other particulars given in respect of Goods (whether in catalogues or advertisements or accompanying or referred to in the Contract) are stated by Supplier in good faith based on Supplier's experience as being correct within acceptable tolerances but are not binding in detail and do not form part of the Contract unless specifically stated to do so. Unless agreed otherwise in writing, it is Buyer's responsibility to ensure that Goods are sufficient and suitable for Buyer's purposes.
14.6 Buyer hereby acknowledges that relevant safety and training literature relating to the Goods and Services will be supplied by Supplier to Buyer free of charge and may be photocopied by Buyer as required. Buyer shall be fully responsible for the implementation of the contents of all safety and training literature provided by Supplier. Buyer shall ensure persons who use, maintain or otherwise handle Goods or receive Services receive adequate safety and training literature.
14.7 As Edwards is part of Atlas Copco, Buyer shall comply at all times with Atlas Copco;s Business Code of Conduct which can be found at https://www.atlascopcogroup.com/en/sustainability/our-sustainability-approach/our-business-code-of-practice and with all applicable laws, statutes and regulations, in particular those related to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time (the "Requirements"), and Buyer shall have in place and shall maintain at all times its own policies and procedures to ensure compliance with the Requirements by Buyer's employees, officers, representatives, subcontractors and customers and shall enforce them where appropriate. Supplier shall be entitled to terminate the Contract immediately upon written notice to Buyer if Buyer or any person employed by it or acting on its behalf commits or may be deemed or is suspected to have committed or intends to commit a breach of the Requirements. If Buyer suspects or knows that there is any breach or intended breach of the Requirements by Buyer or any person employed by it or acting on its behalf, Buyer will notify Supplier immediately.
14.8 Buyer shall have the option to (1) provide for the collection, treatment, recovery and environmentally sound disposal, at Buyer's cost, of waste electrical and electronic equipment arising from Goods at the end of their life or (2) to request Supplier in writing to do so at Buyer;s cost. In the event Buyer does not exercise its option, it shall be deemed to have chosen option (1).

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 The Contract and any claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan).

15.2 Buyer and Supplier agree that Taipei District Court, Taiwan shall have the exclusive jurisdiction to settle any disputes, which may arise in connection with the Contract.

15.3 Supplier shall have the option to bring suit before the Courts of the domicile of Buyer when the claim is for or related to payments due from Buyer.