

## Terms and Conditions of Purchase - Unipoint Taiwan

### [採購通則—揚弘]

#### 1. General

##### 總則

Our Terms and Conditions of Purchase shall apply exclusively; Business terms and conditions of the Supplier conflicting with or Supplier's deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of goods and services from the Supplier (hereinafter referred to as Products) does not constitute agreement.

我方採購通則應被排他性適用，供應商與我方採購通則相衝突的商業條件與條款或供應商對我方採購通則的曲解，我方不予承認，除非經我方書面明確同意；接受或就供應商的貨物或服務（以下簡稱“產品”）付款並不構成我方的同意。

#### 2. Conclusion of and Modifications to Contract

##### 合同的訂立和修改

- 2.1 Orders, Contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.  
訂單、合同訂立以及訂單的下單及其修改和補充均須以書面形式作出和進行。
- 2.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase must be confirmed by us in writing to become effective.  
任何形式的口頭協議——包括對我方採購通則後續的修改與補充，都必須經我方書面確認後方能生效。
- 2.3 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.  
通過電子資料交換或傳真的方式進行的交流也視為符合書面形式要求。
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed by us.  
除非我方明確同意，預計成本具有約束力，且無須予以補償。
- 2.5 We are entitled to cancel the order if the Supplier does not accept the order within two weeks of receipt thereof.  
如果供應商在收到訂單的兩周內沒有接受訂單，我方有權取消訂單。
- 2.6 Call-off Order releases within the framework of order and call-off order release planning become binding if the Supplier does not object within two working days of receipt thereof.  
凡在訂單和分訂單下達計畫框架內下達的分訂單，如供應商在收到訂單下達後的兩個工作日內沒有書面提出反對意見的，則訂單生效。
- 2.7 The Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility for Suppliers (Quality Assurance Agreement), the Logistics Manual and the Delivery and Packaging Specifications of Unipoint form an integral part of the Contract.  
揚弘公司的品質、職業健康與安全、環境保護及社會責任協定（“品質保證協定”）、物流手冊以及交貨和包裝規格為本合同不可分割的一部分。

#### 3. Delivery

##### 交貨

- 3.1 Deliveries deviating from our Contracts and orders are only admissible if our prior written approval is given.  
若提供的貨物與我方合同和訂單有不符，則僅在我方事先書面同意的情況下才予接受。

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- 3.2 Agreed periods and dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Products by us. Unless delivery “free at our factory gate” is agreed (DAP or DDP Incoterms 2010), the Supplier shall make the Products available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.

雙方同意的交貨期限和交貨日期對雙方具有約束力。是否嚴格符合交貨期限和交貨日期以我方收到產品的日期為準。除非一致同意適用“免費至目的地（我方指定工廠）交貨”（DAP 或 DDP，2010 年國際貿易術語解釋通則），供應商應根據與承運人商定的裝船時間和運輸時間及時將產品備好。

- 3.3 If the Supplier is responsible for set-up or installation and unless otherwise agreed, the Supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances.

如果供應商負責設置或安裝，除非雙方另行約定，供應商應承擔所有必需的額外費用，例如交通費、工具的提供和每日的津貼。

- 3.4 The Supplier shall be fully liable for extra cost and all damages and losses due to the late delivery if the agreed delivery deadlines are not met. If the Supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with Supplier's ability to deliver punctually or to deliver the agreed quality, the Supplier must immediately notify our ordering department.

如果供應商未能在雙方同意的交貨期限內交貨，則供應商應全部承擔所有額外費用並賠償因遲延交貨產品導致的所有損害和損失。如果供應商預見到生產、所需原料供應、按時交貨方面可能出現困難或類似情況從而可能影響其按時交貨能力或按約定品質交貨，供應商應立即通知我方的訂貨部門。

- 3.5 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the delivery or service in question.

無條件接受延遲交貨的貨物或服務並不構成我方對該等延遲交付貨物或服務享有的索賠權的放棄；前述同樣適用於因交付和服務存在問題，我方暫停全額支付我方應支付的款項。

- 3.6 Partial deliveries are inadmissible unless we expressly agreed to them.

除非我方明確同意，否則，部分交貨不被接受。

- 3.7 The values established by us during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.

貨物數量、重量和尺寸以我方在進貨檢驗期間獲取的數值為準，除非能證明不同的數值已作保留。

- 3.8 We have the right to use software belonging to the scope of delivery, including the software documentation, to a legally permissible extent.

我方有權對屬於交付範圍內的軟體（包括軟體資料檔），在法律允許的範圍內進行使用。

- 3.9 We also have the right to use such software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the Products in accordance with the Contract. We also have the right to make a back-up copy even without an express agreement.

我方也有權按照約定的使用特徵並根據合同為使用產品之必要而使用該軟體，包括軟體的資料檔；我方有權不經明確同意複製上述軟體及資料作為備份。

## 4. Force Majeure

### 不可抗力

- 4.1 Acts of God, operational disturbances without fault, unrest, governmental measures and other unavoidable events discharge us from our obligation to take punctual delivery for the duration of such event. During such events and for a two week period

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thereafter we are entitled – notwithstanding our other rights – to withdraw from the Contract in whole or in part, provided that such events are not of inconsiderable duration and our requirements are considerably reduced as the Products have to be procured elsewhere as a result thereof.

自然災害、非我方過錯引起的運營中斷、局勢動盪、政府措施以及其他不可避免的事件的發生將免除我方在該事件發生期間的按時接受交付義務。如果該等事件持續時間並非微不足道且因產品不得不在其他地方生產而導致我方購買需求極大的減少，在該等事件的持續期間及隨後兩周，在不影響我方其他權利的前提下，我方有權全部或部分撤銷合同。

4.2 The provisions of paragraph 4.1 above also apply in the case of labor disputes.

上述第 4.1 條亦適用勞動爭議事件。

## 5. Advice of Dispatch and Invoice

### 發貨通知和發票

The details in our orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments. 我方訂單和批准的訂單的具體內容應適用。發票編號和其它參照資訊應記載于同一張發票中並寄往各個印製的地址，發票不得附在裝船貨物中。

## 6. Pricing and Passing of Risk

### 定價和風險轉移

Unless otherwise agreed, the prices are “Delivered at Place” (DAP Inco-terms 2010) including packaging. Value added tax (VAT) is not included. The Supplier bears all risks of loss or of damage to the Products until the Products are received by us or by our representative at the location to which the Products are to be delivered in accordance with the Contract.

除非另行約定，價格（包裝成本包括在內）適用“目的地交貨”（DAP，2010年國際貿易術語解釋通則）。增值稅（VAT）不包括在內。產品在根據合同約定的交付地點交付給我方或我方代表前的產品的所有損害和損失風險，由供應商承擔。

## 7. Payment Terms

### 付款條款

The payment term shall be agreed upon in separate agreement case by case. Payment is subject to invoice verification.

付款條款應根據個案在另外的協議中予以確認。付款應在對發票確認無誤後進行。

## 8. Claims Based on Defects

### 對缺陷產品的索賠和追索

8.1 Acceptance is effected subject to the reservation of an examination for faultlessness, in particular also including accuracy and completeness, insofar and as soon as this is pertinent in the ordinary course of business. We will give notice of any defects found immediately after their discovery. To this extent the Supplier waives the objection to delayed notification of defects.

在缺陷檢驗，尤其是對無誤、完整性的檢查以及正常的業務過程中有關的檢查完成後，貨物的接受產生效力。我方將在發現任何缺陷後立即發出通知。供應商放棄對延遲發出的缺陷通知提出異議的權利。

8.2 The provisions of statute relating to defects as to quality and defects of title apply except insofar as otherwise provided hereinbelow.

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除非下文另有規定，法律對品質缺陷和權利缺陷的相關規定應當予以適用。

- 8.3 In principle we have the right to select the type of supplementary performance. The Supplier may refuse the type of supplementary performance we selected if it is only possible at disproportionate expense.  
原則上，我方有權選擇繼續履行的方式。供應商有權拒絕我方選擇的繼續履行的方式，如果我方選擇的方式導致供應商承擔不合理的費用。
- 8.4 In the event that the Supplier does not commence rectifying the defect immediately after our request to remedy it, in urgent cases, especially to ward off acute danger or to prevent damage, we are entitled to undertake such rectification by ourselves or to have it undertaken by a third party at the expense of the Supplier.  
如果供應商沒有在我方要求其修正缺陷後立刻開始修正該等缺陷，則在緊急情況下，尤其是為了避免瀕臨的風險或防止損失，我方有權自行或通過協力廠商修正該等缺陷，相關費用由供應商承擔。
- 8.5 In case of defects of title, the Supplier shall also hold us harmless from any third party claims possibly existing, unless the Supplier is not accountable for the defect of title.  
如存在權利缺陷，供應商應使我方免受任何協力廠商可能存在的索賠，除非供應商對該權利缺陷沒有責任。
- 8.6 Except as otherwise expressly agreed, the warranty period for any defect of Products provided by the Supplier shall be no less than 3 years from the date of completion of provision and commission for Products.  
除非另行約定，供應商對所供應的產品的任何缺陷的保修期不得低於3年，從產品供貨及調試完成之日起算。
- 8.7 If the Supplier performs its obligation to effect supplementary performance by supplying a substitute product, the warranty period of the Products delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the Supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.  
如果供應商以更換產品的方式履行自己的繼續履行合同義務，則替代交付的產品的保修期自交付日起重新計算，除非在實施繼續履行時，供應商明確並適當作出以下保留，替代交付僅為保持聲譽、避免糾紛或為了交貨關係的持續。
- 8.8 Should we incur expenses as a result of the defective delivery of the Product, in particular transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs of incoming goods control exceeding the normal scope of the control, such costs shall be borne by the Supplier.  
如果我方因缺陷產品的交付而發生費用，尤其是交通費、運費、勞務成本、組裝和拆裝成本、材料成本或因對購進貨物的控制高於正常控制範圍而發生的成本，都應由供應商承擔。

## 9. Product Liability and Recall

### 產品責任和召回

- 9.1 In the event a product liability claim is asserted against us, the Supplier is obliged to hold us harmless from such claims if and to the extent the damage or loss was caused by a defect in the Product supplied by the Supplier.  
如果出現針對我方提出的產品責任索賠，且如果該等損害是因供應商提供的貨物或服務的缺陷引起的，則供應商有義務使我方免於遭受因該等索賠引起的損失。
- 9.2 In the cases of paragraph 9.1 above, the Supplier assumes all costs and expenses, including the costs of any legal action.  
在前述 9.1 條的情況下，供應商應承擔所有成本和費用，包括任何訴訟費用。
- 9.3 In all other respects the provisions of statute shall apply.  
在其他方面，將適用法律的規定。
- 9.4 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, we will notify the

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Supplier, give the Supplier the opportunity to collaborate and discuss with the Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier insofar as a recall action is due to a defect in a Product supplied by the Supplier. 在進行因供應商提供的產品的全部或部分缺陷而進行的任何召回活動之前，我方將通知供應商，為供應商提供合作機會並與供應商討論有效率的召回方式，因情況的緊急程度而無法通知供應商或與供應商合作的除外。因供應商提供的產品的缺陷而遭致的召回，召回費用應由供應商承擔。

#### 10. Rights of Withdrawal and Termination 解除與終止權

10.1 In addition to the statutory rights of rescission, we have the right to withdraw from or terminate the contract with immediate effect if

除了法律規定的解除與終止權之外，我方有權在下列情形下立即解除或終止與供應商的任何合同：

a) the supplier has stopped supplying its customers;  
供應商已停止向客戶供貨；

b) there is or threatens to be a fundamental deterioration to the financial circumstances of the supplier and as a result of this, the performance of a supply obligation to us is in jeopardy;  
供應商的財務狀況嚴重惡化或面臨可能嚴重惡化的威脅，並導致供應商可能無法向我方履行其供貨義務；

c) the supplier meets the criteria for insolvency or over-indebtedness; or  
供應商符合破產或資不抵債的標準；或

d) the supplier stops making its payments.  
供應商停止付款。

10.2 We also have the right to withdraw from or terminate the contract if the supplier files an application for insolvency or comparable debt settlement proceedings to be initiated with respect to its assets.

如供應商申請破產或就其資產申請類似的債務清償程式，我方亦有權解除或終止與供應商的任何合同。

10.3 If the supplier rendered part performance, we only have the right to cancel the whole contract if we have no interest in the part performance.

對於供應商部分履行其合同義務的，如我方就該部分履行無法受益，則我方有權解除或終止整個合同。

10.4 If the supplier's delay delivery lasts more than 2 weeks, we have the right to withdraw from or terminate the related contracts and orders.

如供應商遲延交付超過二周，我方有權解除或終止與該遲延交付相關的和訂單。

10.5 If the supplier's Products deviate from our Contracts and orders and the supplier fails to rectify the deviation within appropriate period as we required, we have the right to withdraw from or terminate the related contracts and orders.

如供應商提供的產品與我方合同和訂單中的約定不符且未能在我方要求的適當期限內予以糾正，我方有權解除或終止該相關的和訂單。

10.6 If we withdraw from or terminate the contract by virtue of the foregoing contractual rescission rights or respective termination rights, then the supplier must compensate us for the loss or damage incurred as a result, unless the supplier was not responsible for the rights arising to withdraw from or terminate the contract.

如我方基於上述解除或終止權解除或終止合同，則供應商應賠償我方因此而遭受的損失，非因供應商原因導致我方解除或終止合同的除外。

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10.7 Statutory rights and claims shall not be limited by the regulations included in this Section 10.  
依據法律所享有的權利和索賠應不受本第 10 條規定的限制。

## 11. Conducting Work

### 開展工作

Persons who carry out work on our factory premises in fulfillment of the Contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by willful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

在我方工廠內為履行合同而開展工作的人員必須遵守各工廠的規定。我方不對該等人員在我方工廠內遭受的意外事故承擔責任，除非該意外事故是因我方法定代表人或雇員在履行職務的過程中的故意或重大過失行為所致。

## 12. Provision of Materials

### 供應的材料

Materials, parts, containers and special packaging provided by us remain our property. These may only be used as designated. The materials are processed and parts assembled for us. It is agreed that we are co-owner of the products manufactured with our materials and parts in proportion to the value of the materials or parts provided in relation to the value of the whole product; such products shall be kept safe for us by the supplier to this extent.

由我方提供的材料、零部件、集裝箱和特殊包裝屬於我方的財產。該等物品僅可按指定的方式使用。該等材料是為我方加工的與組裝的。雙方同意，我方為利用我方材料和零部件生產的產品的共同所有人，共有份額為我方提供的材料或零部件的價值占總產品整體價值的比例，供應商應在該等程度內為我方妥善保管該等產品。

## 13. Documentation and Confidentiality

### 文件及保密

13.1 The Supplier shall keep confidential with respect to third parties all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) (hereinafter referred to as "Information") as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in the Supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the Information remains our exclusive property. Without our prior written consent, such Information must not be duplicated or exploited except for deliveries to us. At our request, all Information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed.

對於從我方獲知的所有商業或技術資訊（包括知悉的標的物的特徵、交付的檔或軟體以及任何其他資訊或經驗）（以下簡稱“資訊”），只要未為公眾所知的，供應商應當對協力廠商保密，並且該等資訊只能在供應商營業場所內，提供給為向我方供貨之目的而需要使用該等資訊的人員，且該等人員也應被要求對該等資訊予以保密。該等資訊應為我方專有財產。未經我方事先書面同意，該等資訊（向我方交付除外）不得被複製或利用。在我方要求時，從我方獲得的所有的資訊（包括任何影本或所作的紀錄，如可行）以及借用的資料應當立即完全返還給我方或銷毀。

We reserve all rights to such Information (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event this is provided to us by third parties, the reservation of rights also applies for the benefit of such third parties.

我方保留對該等資訊的所有權利（包括著作權和申請各類工業產權，如專利、實用新型、半導體保護等的權利）。如果上述資訊由協力廠商提供給我方，該等權利保留同樣適用於該協力廠商。

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13.2 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

基於我方設計的檔（例如圖紙、模型和類似檔）或基於我方的保密資訊或通過使用我方模具或根據我方模具製作的模具模型而生產的產品，供應商既不能自己使用，也不能提供或供應給協力廠商。本條款同樣適用於我方的印製訂單。

## 14. Export/Import Control and Customs

### 進口/出口控制及海關

The Supplier shall be obliged to inform us about any applicable (re-) export or import licence requirements for the Products under the People's The Republic of China laws and customs regulations as well as the export or import control laws and customs regulations of the country of origin / shipment of the Products. Therefore, at least in his offers, order confirmations and invoices the Supplier shall provide the following information with respect to the Products:

供應商有義務通知我方根據中華民國法律和海關條例以及產品原產地國或起運國的進口或出口控制方面的法律及海關條例中對產品的進出口許可要求。因此，在供應商的要約、訂單確認及發票中，供應商應提供產品的以下資訊：

- country of origin of the Products and of the components thereof, including technology and software;
- 產品的原產地國及產品的構成，包括技術和軟體；
- any transport of the Products through Taiwan, manufacture or stocking of the Products in the Taiwan and whether the Products have been manufactured by using Chinese technology;
- 任何在台灣境內的對產品的運輸、生產或在台灣境內對產品的儲存及該產品的生產是否使用了台灣的技術；
- HS-Code of the Products; and
- 產品海關編碼；及
- a contact person in his organisation to provide further information to us upon request;
- 供應商的組織機構中，經我方要求後負責向我方提供資訊的連絡人；
- any other supportive documentations (if necessary) upon our request.
- 經我方要求後提供的任何其他支持檔（如有必要）。

Upon our request the Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us on all changes to such data without undue delay and prior to supply to us.

經我方要求，供應商應以書面形式向我方提供產品的任何其他外貿資料和構成要件並應在供貨前及時通知我方所有該等外貿資料的變化情況。

## 15. Compliance

### 合規性

15.1 The Supplier shall comply with the respective statutory provisions of both the Taiwan and the country of origin of Products, governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the Supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the Supplier shall comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: [www.unglobalcompact.org](http://www.unglobalcompact.org).

## Terms and Conditions of Purchase - Unipoint Taiwan

### [採購通則一揚弘]

供應商應遵守台灣及產品原產地國關於員工待遇、環境保護、工作安全與健康及減少其活動對人類與環境帶來的負面影響方面的相應的法律條文的規定。供應商應依據 ISO14001 在可能的情況下設立並進而開發一套管理體系。而且，供應商應遵守聯合國全球契約中關於國際人權保護、集體談判權、廢除強迫勞動和童工、消除就業人員之間的歧視、對環境的責任和防止腐敗的規定。關於聯合國全球契約的規定:參:[www.unglobalcompact.org](http://www.unglobalcompact.org)。

15.2 In the event that a supplier repeatedly violates the law and/or violates the law despite being given respective advice, and fails to evidence that the violation of the law has been cured as far as possible and that appropriate precautions have been taken to avoid violations of the law in future, we reserve the right to terminate or withdraw from existing contracts without notice.

如供應商多次違反法律和/或儘管被給予相應建議仍違反法律，且供應商未能證明其違法行為已被盡可能糾正且已採取適當預防措施以避免將來再次違反法律，我方保留無須通知而解除或終止已與供應商簽署的所有現存的合同的權利。

## 16. Place of Performance

### 履行地

The place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.

本合同的履行地為本合同規定的貨物交付地或服務履行地。

## 17. Miscellaneous

### 其他

17.1 If one of the provisions of these Terms and Conditions of Purchase and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions of Purchase in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.

如果本採購通則以及附加協議的某一規定無效或變成無效，則該等規定的無效將不影響採購通則在其他方面的效力。雙方有義務就此達成一條新的規定以代替無效的規定，該新規定應當盡可能反映無效規定所體現的經濟原意。

17.2 The contractual relationships shall be governed exclusively by the published laws and regulations of the Republic of China. If the Republic of China laws and regulations do not address a particular matter relating to the Contract, reference shall be made to general international commercial practice recognized in the Republic of China.

本合同關係受中華民國已公佈的法律、法規排他性管轄。如果中華民國法律法規未對與本合同關係有關的某一特定事項作出規定，則應參照在中國被認可的一般國際商業慣例。

17.3 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions of Purchase shall be submitted to China International Economic and Trade Arbitration Commission Shanghai (CIETAC Shanghai) for arbitration which shall be conducted in accordance with the CAA's(Taiwan) arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon the parties, and any party may apply to a court of competent jurisdiction for enforcement of such award.

凡因本採購通則引起的或與本採購通則有關的任何爭議、爭論或主張均應提交中華民國仲裁協會(台灣)，按照申請仲裁時該會現行有效的仲裁規則進行仲裁。仲裁裁決是終局的，對雙方都有約束力，任何一方都有權向有管轄權的法院申請強制執行該仲裁裁決。

17.4 The Chinese version and the English version of these Terms and Conditions of Purchase shall have same legal force. In case of any inconsistencies, the English version shall prevail.

本採購通則的中文文本和英文文本具有同等法律效力。如有任何不一致之處，應以英文文本為準。