**Procurement Agreement採購合約**

Buyer買方：

Address地址：

Legal or authorized Representative法定代表人或授權代表人：

Seller賣方：

Address地址：

Legal or authorized Representative法定代表人或授權代表人：

1. INTRODUCTION引言  
   Except as otherwise agreed in writing by the Parties, all orders of products Buyer will purchase from Seller（the "Products"）are to be governed by the terms of this Agreement.  
   除雙方另有書面約定外，否則購買方向賣方購買的所有產品訂單（以下簡稱 "產品"）均受本合約條款約束。
2. PURCHASE ORDER訂單  
   To meet the request of Buyer's distributors, Buyer may change or cancel an order, which change or cancellation will take effect when mutually agreed in writing by the Parties.  
   為了滿足買方經銷商的需求，買方可以更改或取消訂單，該更改或取消將在雙方書面同意後生效。
3. PRODUCT'S WARRANTY產品保證  
   The Products will comply in all respects with the specifications of the order, as well as all samples, drawings, technological data, and relevant product standards.  
   產品須嚴格遵守訂單規範，及買方提供的樣品、圖紙、技術數據、相關產品標準進行生產。  
   The Products will be packed and secured as specified by Buyer or, in the absence of any such specification, so as to reach Buyer undamaged and intact.  
   產品必須依照買方指定的方式進行包裝和固定，或在買方未提出包裝要求的情況下，採取足以保障產品不受損害的方式進行包裝。  
   The design, manufacture, package, labels and marks of the Products shall comply with any and all applicable laws, ordinances, rules and regulations.  
   產品的設計、製造、包裝、標籤、標記等，應遵守任何相關的法律、條例、規則和規定等。  
   Seller warrants that the Products will not infringe any third party's actual or potential patents, copyrights, trade secrets or any other intellectual property rights, and Seller will undertake losses and responsibilities arising from such infringement. Buyer shall provide assistance if necessary.  
   賣方保證產品不會侵犯任何第三方實際或潛在的專利權、版權、商業秘密或其他知識產權，且賣方應承擔上述侵權而造成的損失和責任，如有必要，買方應提供協助。
4. DELIVERY交貨  
   Seller agrees to ship products to the Buyer's designated place of delivery in time with the delivery schedules. The date when Buyer receives the Products fully comply with the requirements of this Agreement shall be deemed as the real delivery date.  
   賣方同意依照交貨時間表將產品運送至買方指定的交貨地點。買方收到的產品完全符合本合約的要求之當日，為實際交貨日。  
   Any late delivery after the specified period will result in liquidated damages of 5% of the purchase order price per day. If Buyer suffers more losses than the liquidated damages, Seller agrees to reimburse the balance Buyer reserves the right to cancel the purchase order at any time without notice if the delay exceeds two weeks for any reason. Seller shall be liable to Buyer for any damages thereby caused.  
   賣方延遲交貨時，每延遲一日應支付買方該筆訂單總額的5%作為違約金。若買方因賣方延遲交貨而所受的損失超過上述違約金，賣方應支付買方對應的差額。若延遲交貨超過兩週時，買方隨時可取消訂單，且可不另行通知。賣方應負責買方因此迠成的任何損害賠償。
5. PAYMENT TERM支付方式  
   After the receipt of the 50% of the total value payment, the Seller Begin the production and the Buyer pay balance of the total value before the loading.  
   賣方收到總貨款的50%後開始生產，買方需在裝貨前支付剩餘款項。
6. TERM AND TERMINATION合約的有效期限及終止  
   The term of this agreement is one year, January 17, 2021 to January 16, 2022.  
   本合約期限自2021年01月17日至2022年01月06日止。  
   If either party breaches the Agreement, and fails to cure within 7 days upon receipt of notice from the non-defaulting Party, the non-defaulting Party may immediately terminate this Agreement by giving notice to the defaulting Party.  
   當有一方違反本合約之協議，經提醒後違約方未在7個工作日內改善，守約方可選擇向違約方提出終止本合約。  
   After termination, Buyer may choose to continue or terminate the unfinished order, and Seller Shall cooperate.  
   本合約終止後，買方可選擇繼續或終止已生效但未完成之訂單，而賣方應配合。
7. SIGNATURE AND MODIFICATION簽署與修改  
   This Agreement is signed in quadruplication, and each Party keeps two copies. This Agreement will take into effect when signed by both Parties.  
   合約一式四份，賣方執一份，買方執三份。本合約經雙方簽名蓋章之日起生效。  
   This Agreement may be modified by the Parties agreed in writing.  
   經雙方可採書面形式針對本合約內容進行修改或補充。  
     
     
     
   Buyer買方：  
   Legal or authorized Representative法定代表人或授權代表人簽名：  
   Date日期：

Sheller賣方：  
Legal or authorized Representative法定代表人或授權代表人簽名：  
Date日期：  
  
  
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