1.1 All references in these Terms and Conditions of Sale and Supply (“Conditions”) to Buyer and Seller shall mean the individual, partnership, company, joint venture, joint undertaking, trust or other legal or natural person to whom or to whom supplies are to be delivered or to whom or to whom Services are to be performed and such person’s successors and assigns. All references to Supplier shall mean the party to whom or to whom supplies are to be delivered or to whom or to whom Services are to be performed and any person, firm, corporation, company or other legal entity which is substituted by, merged with, or replaces a reference to Supplier and all such person’s successors and assigns.

2.1 All methods of transportation will be by road, unless otherwise agreed in writing. All risks of loss or damage to the Products, once delivered to the Buyer’s nominated location, shall be the Buyer’s responsibility.

3.1 Risk and title to the Products shall pass to Buyer on delivery in Taiwan, unless otherwise agreed in writing. Risk and title to the Products shall pass to the Buyer on delivery in other countries. Acceptance shall constitute acknowledgement of full performance by Supplier of all conditions which are subject to Section 12.1, in relation to the Products, Supplier’s maximum aggregate liability under or in connection with the Products shall be limited to the purchase price, as indicated in the quotation or on the invoice. Supplier shall be entitled to bring a claim against Buyer in any court of competent jurisdiction. Nothing in this Section 19.1 shall prevent Supplier from enforcing any other right or remedy available to Supplier or prevent Supplier from exercising any other rights or remedies available to Supplier.

4.1 Supplier shall provide Services in accordance with these Conditions and the terms of the relevant Proposal. Supplier shall use reasonable care and skill in performing the Services and shall provide the Services in accordance with these Conditions and the terms of the relevant Proposal. Supplier shall use reasonable skill and care in providing the Services and shall provide the Services in accordance with these Conditions and the terms of the relevant Proposal.

5.1 Supplier shall not be bound by any information provided by Buyer to Supplier in the course of negotiations or due diligence which is not authenticated by Supplier. Supplier shall not be bound by any statement as to a fundamental matter including a matter fundamental to Supplier’s ability to perform its obligations under the Contract. Supplier shall not be bound by any statement as to a fundamental matter including a matter fundamental to Supplier’s ability to perform its obligations under the Contract.

6.1 Supplier shall not be bound by any information provided by Buyer to Supplier in the course of negotiations or due diligence which is not authenticated by Supplier. Supplier shall not be bound by any statement as to a fundamental matter including a matter fundamental to Supplier’s ability to perform its obligations under the Contract. Supplier shall not be bound by any statement as to a fundamental matter including a matter fundamental to Supplier’s ability to perform its obligations under the Contract.

8.2 Deemed acceptance of the Products shall be conditional upon the grant of all necessary permits or licences. Buyer shall provide all information and documentation, including where necessary user certification, not in Supplier’s possession and required by the relevant application procedure to enable Supplier to make the necessary applications for permits or licences required for deliveries to Buyer. Supplier shall be required to any Products, or performance of any Services, in compliance with Buyer’s requirements or specification; (iv) a combination of any of the foregoing.

10.1 Supplier warrants that all Products shall be free from defects in material and workmanship under normal use for a period of 12 months from the date of delivery and 18 months from the date of manufacture. Supplier shall not be liable in respect of claims in respect of the Products for which Supplier(s) is not at fault.

11.4 Buyer may not, without Seller’s prior written consent, sell, assign, licence, pledge, charge, hypothecate or sell any rights connected with these Conditions or any Contract in connection with the Products or Services or any part thereof. If Buyer breaches any of the provisions of this Section 11.4, Buyer’s rights, powers and remedies under any other provision of these Conditions or any Contract shall continue in force.

12.1 Subject to Section 12.2, in relation to Products, Supplier’s maximum aggregate liability under or in connection with the Services shall be limited to the purchase price, as indicated in the quotation or on the invoice. Supplier shall be entitled to bring a claim against Buyer in any court of competent jurisdiction. Nothing in this Section 19.1 shall prevent Supplier from enforcing any other right or remedy available to Supplier or prevent Supplier from exercising any other rights or remedies available to Supplier.

13.1 Deliveries of Products to Buyer shall be conditional on the grant of all necessary permits or licences. Buyer shall provide all information and documentation, including where necessary user certification, not in Supplier’s possession and required by the relevant application procedure to enable Supplier to make the necessary applications for permits or licences required for deliveries to Buyer. Supplier shall be required to any Products, or performance of any Services, in compliance with Buyer’s requirements or specification; (iv) a combination of any of the foregoing.

14.3 Buyer shall not have received the acceptance certificate signed by Buyer or a report with a justified rejection, the Products installed shall then be removed and delivered and the Products shall be re-delivered free of charge at the Buyer’s cost.

20.1 Installation and other Services: In case of installation of the Products or the providing of other Services is agreed upon, the following provisions shall apply and Supplier’s price and pricing are subject to the fulfillment of the following provisions or by the parties mutually agreed.

21.1 Product registration shall be handled through the New Taipei City Government official e-service or other official channels. Supplier shall take reasonable measures to ensure the effective registration of the Products. The Product registration shall be handled through the New Taipei City Government official e-service or other official channels. The Product registration shall be handled through the New Taipei City Government official e-service or other official channels.

22.1 Product registration shall be handled through the New Taipei City Government official e-service or other official channels. Supplier shall take reasonable measures to ensure the effective registration of the Products. The Product registration shall be handled through the New Taipei City Government official e-service or other official channels. The Product registration shall be handled through the New Taipei City Government official e-service or other official channels.