

Lotus Pharmaceutical Co., Ltd. and its Affiliates

美時化學製藥股份有限公司及其關係企業

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

標準採購訂單條款及條件

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This Standard Purchase Order Terms and Conditions (“Terms”) only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties. In the absence of such a written agreement, duly executed by both parties, then these Terms provide you (“Seller”) with terms of the purchase order (“Order”) placed by Lotus Pharmaceutical Co. (“Lotus”), Ltd. and/or its Affiliates (“Buyer”) for the goods and/or services that are described in the Order (“Goods”). For the purpose of these Terms, the term “Affiliate” shall mean any entity that is controlling, controlled or under joint control with Lotus and “control” means (a) to possess, directly or indirectly, the power to direct the management or policies of a party, whether through ownership of voting securities, by contract relating to voting rights or corporate governance or otherwise, or (b) to own, directly or indirectly, fifty percent or more of the outstanding voting securities or other ownership interest of such party.

本標準採購訂單條款及條件(“本條款”)僅適用於雙方沒有正式簽署書面合約的交易。如有書面合約存在，則雙方交易關係應由該合約條款所規範。在欠缺雙方正式簽署書面合約的情況下，就訂單中所述之產品及/或服務(“產品”)，本條款為貴公司(“賣方”)與美時化學製藥股份有限公司(“美時”)及/或其關係企業(“買方”)的採購訂單(“訂單”)提供了具有法律效力的規定。為本合約之目的，「關係企業」一詞應指任何控制、受控制或與美時共同控制之實體，「控制」一詞指 (a) 直接或間接擁有指揮一方管理或政策之權力，無論是透過具表決權股份之所有權、與表決權有關之合約、公司治理、或其他方式；或 (b) 直接或間接擁有該方百分之五十或以上之流通在外有表決權股份或其他所有權權益。

1. OFFER AND ACCEPTANCE: Buyer shall specify terms of payment, including price, order date, place of payment and any other information that Buyer deems necessary for such Order. Seller accepts the Order and any amendments by signing the acceptance copy of the Order and returning it to Buyer promptly. Even without such written acknowledgment, Seller's full or partial performance under the Order shall constitute acceptance of the Terms. By acceptance of the Order, Seller agrees to be bound by, and to comply with all the Terms, which include any supplements to it, and all specifications and other documents referred to in the Order. Buyer expressly rejects any additional or different terms, conditions or specifications proposed by Seller, whether stated in Seller's form of acknowledgment to the Order or elsewhere, except as expressly agreed to in writing by Buyer. The Terms may be modified only by a written document signed by duly authorized representatives of Buyer and Seller.

1. 要約與承諾：買方應就該訂單載明付款內容，包括價格、訂單日期、付款地及其他買方認為有必要記載之資訊，賣方簽署訂單的承諾副本並立即寄回買方時，即為接受本訂單及其任何修改。即使沒有這種書面確認，賣方對於訂單內容為全部或部分履行時，即構成對本條款的接受。通過對訂單的承諾，賣方同意接受並遵守本條款，包括任何補充條款以及訂單中提及的所有規格和其他文件。除非買方明確以書面同意，無論賣方以何種形式表示，買方明確拒絕賣方提出的任何附加或不同的條款、條件或規格。本條款只能由買方及賣方正式授權代表簽署的書面文件加以修改。

2. DELIVERY: Seller shall deliver the Goods on time in accordance with the Order and any late delivery shall constitute Seller's material breach of the Order. Unless otherwise agreed by both parties in writing, the risk of loss to the Goods shall be borne by Seller before Buyer's acceptance of Goods in accordance with Section 8 below. Without Buyer's prior written consent, Seller shall not perform any partial or advance shipment of Goods or any transshipment of Goods. If the delivery of Goods is likely to be delayed, Seller shall immediately inform Buyer in writing and change the transportation method upon Buyer's request and any associated costs and expenses shall be borne by Seller. For any late delivery of Goods, a penalty charge will be imposed on Seller by Buyer at a rate of 0.5% of the total amount of the Order per each delayed day; Buyer shall also be entitled to terminate or cancel the Order in part or in whole without any liability to Seller with immediate effect by delivery of written notice. Remedies contained in this point 2. are in addition of all other remedies that may be available to Buyer pursuant to applicable laws. Seller shall indemnify and hold Buyer harmless from and against any and all losses and damages resulting from late delivery (including, without limitation, the attorneys' fee).

2. 交貨：賣方應依本訂單之規定按時交貨，否則視為重大違約。除雙方另有書面約定外，產品之風險，於依第八條規定驗收合格前，由賣方負擔。未經買方書面同意，賣方不得提前或部分或以任何轉運方式交貨。若賣方有遲延交貨之虞時，應立即以書面通知買方，並按買方之要求，變更運送方式，相關費用應由賣方負擔。若產品未能於交貨日全部完成交貨，則每逾一日應計罰本訂單價款總額千分之五之罰款。賣方逾期交貨時，買方有權以書面通知立即取消或終止本訂單之部分或全部，且不需對賣方負任何責任。本條所含之救濟方法，係買方依法所得以採取之所有救濟方法以外之補充。賣方應賠償買方因此所受之一切損失(包括但不限於律師費)。

3. PRICE: The Order is issued by Buyer based on Seller's price quotation; unless otherwise agreed by both parties in writing, Seller shall not increase the price or reject the Order. Seller warrants to supply Goods to Buyer at the most favorable prices. If the Goods price is reduced by Seller prior to delivery of Goods, Seller agrees to invoice Buyer at the lowest applicable price invoiced by Seller for the Goods to any third party between the date the Order is placed and delivery date of Goods to Buyer. If there is any price discrepancy resulting from any breach of the above, Seller agrees that Buyer may deduct such price discrepancy from any amount payable to Seller and Seller shall make up the deficiency if any within ten (10) days from Buyer's written request. Besides, unless otherwise specified in the Order, the prices of Goods hereof are inclusive of any and all other costs/expenses

(including, without limitation, the expenses of transportation, labeling, tariffs, warehousing, insurance, packing, container, etc.) and no additional payment will be due to Seller for the Goods and their delivery, apart from the price indicated in the Order.

3. 價格：買方如依賣方之報價開立訂單予賣方時，非經雙方書面同意，賣方不得任意提高價格或以任何理由拒絕該訂單。賣方保證以最優惠之價格供應產品予買方。如賣方依本訂單交付產品前已調降價格，賣方同意依賣方於本訂單下單日起至交貨日間就產品向任何第三方請款之最低價格計算。對於因違反前述任一規定所產生之價差，賣方同意買方得自價款中扣除，如有不足，賣方仍應於買方提出書面請求起 10 日內補足。除非本訂單另有記載，本訂單之產品價格應已含其他費用(包括但不限於運輸、標籤、關稅、倉儲、保險、裝箱、裝櫃等)，除本訂單所載價格，賣方無須為產品及其交貨事宜支付額外費用。

4. INVOICES: Invoices shall be rendered on completion of services or delivery of Goods and shall contain the purchase Order number, item number, description of Goods or services, quantities, unit prices, date(s) rendered and total purchase price in accordance with applicable laws. Each invoice must only refer to one purchase order.

4. 發票：發票應在完成服務或產品交付時提供，並應依法包含採購訂單編號、貨號、產品或服務之說明、數量、單價、提交日期及採購總價。每張發票必須只涉及一個採購訂單。

5. PAYMENT: Payment shall be made on the terms as set forth in the Order, unless otherwise agreed by both parties in writing, the payment terms shall be 90 days after receipt of a complete, accurate and undisputed invoice from Seller and receipt of Goods at the site of Buyer. Seller's failure to submit a complete and accurate invoice may result in delay of payment. Buyer may deduct any amount owed to Buyer by Seller under the Order or any other agreement or order between the parties from any amount due to Seller.

5. 付款：付款應根據訂單所述之條件為之，除雙方另有書面約定外，付款期限應為收到賣方出具之完整、正確且無爭議之發票及於買方所在地收到產品後 90 天。若賣方未能提交完整且正確之發票，可能導致付款遲延。買方得就應付賣方之款項，扣除賣方根據本訂單或當事人間任何其他協議或訂單而應付買方之款項。

6. TAXES: The purchase price set forth in the Order is inclusive of any and all taxes and other government charges, imposed at the time of issuance of the Order or later becoming effective, upon the production, sale, shipment, use of the goods, materials or services specified in the Order, in accordance with applicable tax laws.

6. 稅費：本訂單所載之價格包含本訂單於簽發時或嗣後有效之任何及所有就生產、銷售、運送、使用本訂單所明訂之產品、材料或服務依相關稅法應繳交之稅款及其他政府規費。

7. PACKAGING: All Goods must be packaged in the manner specified by Buyer and shipped in the manner and by the route and carrier designated by Buyer. If Buyer does not specify the manner in which the Goods must be packaged, Seller shall package the Goods so as to avoid any damage in transit. If Buyer does not specify the manner of shipment, route, or carrier, Seller shall ship the

Goods at the lowest possible transportation rates, consistent with Seller's obligation to meet the delivery schedule set forth in the Order.

7. 包裝：所有產品必須按照買方指定的方式包裝，並按照買方指定的方式、路線及承運人運送。如果買方未指定產品包裝的方式，賣方應以能避免任何運送損壞的方式包裝產品。如果買方未指定裝運方式、路線或承運人，賣方應盡可能以最低的運送費率運輸產品，並符合賣方履行本訂單所定交貨時間的義務。

8. INSPECTION: All delivered Goods shall be inspected under Buyer's product inspection criteria within 30 days after Buyer receives Goods. It is understood and agreed by both parties that Goods may have latent defects which cannot be discoverable upon reasonable physical inspection or testing. When Buyer becomes aware of any latent defect, it shall notify Seller of such latent defect within 30 days from the discovery, and such Goods with a latent defect shall be deemed rejected as of the date of such notice. For all delivered Goods rejected and returned by Buyer, Seller shall, at Buyer's sole option, refund or replace rejected Goods and all the associated costs and expenses shall be borne by Seller in this case. Buyer's payment for the Goods shall not constitute its acceptance of the Goods. Goods rejected and Goods supplied in excess of quantities ordered may be returned to the Seller at Seller's expense. If any of the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, then Buyer, at its sole discretion may reject and return such Goods at Seller's expense, require Seller to inspect the Goods and remove nonconforming Goods and/or require Seller to replace nonconforming Goods with conforming Goods or refund Buyer for the price paid. If Seller fails to make the necessary inspection, removal, replacement or repayment of the price, in a time and manner satisfactory to Buyer, Buyer may at its option reject and return the Goods at Seller's expense, or destroy and ask for refund of the Goods at Seller's expense, or destroy and ask for refund and procure replacement Goods from another vendor, all at Seller's expense; Seller shall pay any related costs. Nevertheless, remedies set forth in this point 8. are not exclusive and are in addition to any other remedies Buyer may have in relation to failed delivery of Goods, which Buyer may have as per the applicable laws.

8. 驗收：產品應依買方驗收標準，於買方收到產品後三十天內進行驗收。雙方當事人均瞭解並同意產品可能存在隱藏性瑕疵，此等瑕疵無法經由合理的外觀檢驗或測試而得知，當買方發現任何隱藏性瑕疵時，買方應於發現後三十天內通知賣方，且該等具有隱藏性瑕疵之產品應於通知時視為驗收不合格。買方得將驗收不合格之產品退還賣方，賣方應依買方之要求退款或換貨，並負擔退、換貨之費用。買方對產品的付款不構成對產品的驗收。拒收及超出訂購數量的產品得退回賣方，並由賣方承擔費用。如果發現任何產品在任何時間出現材料或工藝瑕疵或其他不符合本訂單要求的情況，則買方可自行決定拒絕並退回此類產品，其費用由賣方負擔，並要求賣方檢查產品並移除不合格產品及/或要求賣方用合格產品替換不合格產品，或退還買方已支付之價金。如果賣方未能按照可滿足買方需求的時間和方式進行必要的檢查、移除、更換及退費，買方得選擇拒收和退回產品、或銷毀產品並要求退款，費用應由賣方負擔，或銷毀產品並要求退款，並自其他供應廠商取得替代產品，費用全數應由賣方負擔。賣方應支付任何相關的費用。惟本條所定救濟方法並無排他性，且為買方依法得以採取之所有有關債務不履行之救濟方法以外之補充。

9. WARRANTIES: Seller represents and warrants that: (1) Seller shall have good and full title to any Goods ordered hereunder and is entitled to transfer such title to Buyer; (2) Goods shall be free from any charge or encumbrance; (3) Goods shall be new, free from defect, conformed to the specifications stated in the Order and in compliance with all associated industry standards; (4) Goods shall be in full compliance with all applicable laws, rules, orders or regulations, including, without limitation, laws related to safety, health and hygienic, environmental protection; (5) Goods and/or their packaging will not cause any health and/or safety risk(s), in the event that Seller is aware of said risk(s), or has any reason to believe that Goods and/or their packaging could present said risk(s), Seller shall notify Buyer in writing immediately; (6) Goods shall be fit for Buyer's intended purposes of use; (7) Goods are packaged and marked appropriately, and also conform to the descriptions stated on packages; (8) Goods shall conform to the samples or prototypes provided by Seller; (9) Goods shall not infringe any trademarks, copyrights, patents, trade secrets and other intellectual property rights of others; (10) Goods shall not be subject to any litigation and/or dispute.

9. 保證：賣方聲明與保證：(1)對產品有完整合法之權利，且有權將此權利移轉予買方；(2)任何第三人就產品均不得對買方主張任何權利，且產品並未經設定任何負擔；(3)產品符合本訂單所列之規格及相關產業標準，且應為無瑕疵之新品；(4)產品符合安全、衛生、環保及相關法令之規定；(5)產品及其包裝對人身安全及健康無造成風險之虞，若賣方知悉或合理推斷有前述風險之虞，應立即以書面通知買方；(6)產品符合買方使用目的；(7)產品經過適當包裝及標記，並符合產品包裝之說明；(8)產品應與賣方提供之產品樣品或原型完全相符；(9)產品絕無侵犯他人商標、著作權、專利權、營業秘密等相關智慧財產權；(10)產品並未涉及任何訴訟及/或紛爭。

10. WARRANTY PERIOD: Unless otherwise agreed by both parties in writing, the warranty period shall be at least three (3) years starting from the date of Buyer's acceptance of products in accordance with Section 8. Notwithstanding the above, if the applicable laws and/or regulations require longer warranty period for Goods or like products and/or services, such longer warranty period shall be applicable to Goods. During the warranty period, Seller shall provide warranty services to Buyer free of charge and be liable to all the associated freights; in case of any product defect or non-conformance of product specification, Seller shall perform repair, replacement, or refund upon returns immediately upon Buyer's demand. Seller agrees to provide out-of-warranty services for the products.

10. 保固期間：除雙方另有書面約定外，產品保固期間應自買方依第八條規定驗收合格之日起算至少三年，但依相關法律及/或規定，賣方應就產品或同類產品或服務提供更長之保固期間時，則該較長之保固期間應予適用。保固期間應由賣方提供免費保固服務並負擔運費。產品於保固期間內如有瑕疵或不符合規格之情事，賣方應依買方之要求立即進行產品之修理、換貨或退貨還款。賣方同意於保固期滿或非保固範圍者，仍應對產品提供維護服務。

11. INDEMNIFICATION: In the event that Seller breaches or fails to comply with any terms of the Order, Seller shall indemnify and hold Buyer harmless from and against any and all losses and damages resulting from such breach or failure. Seller shall defend, indemnify and hold Buyer

harmless from and against any and all claims, legal proceedings, liabilities, losses, damages, costs and expenses, including, without limitation, the attorneys' fee, in the event of (i) any infringement of copyright, patent, trademark, trade secret or other intellectual property rights of any third party in connection with Goods of Seller; (ii) any violation of applicable laws, regulations, rules or ordinances by Seller or Goods of Seller; (iii) any breach of the Order and these Terms; or (iv) any negligence or omission of Seller or its affiliates, directors, officers, employees, agents, or other persons acting on behalf of it. Buyer shall have the right, at its sole discretion, to offset any payment obligation (including but not limited to penalty or damages amount) from Buyer to Seller against any payment obligation from Seller to Buyer.

11. 免責：賣方違反訂單或未能遵守訂單任一規定時，應賠償買方因此所受之一切損失且保障買方免於任何因此所生之賠償。於下列情況發生時，賣方應對任何及所有的索賠、法律訴訟、債務、損失、損害、成本及費用（包括但不限於律師費）立即出面負責解決，並應賠償買方因此所受之一切損失（包括但不限於律師費）並使買方免受任何損害：(i) 賣方產品涉及侵害著作權、專利、商標、商業秘密或與賣方產品相關的任何第三方的其他智慧財產權；(ii) 賣方或賣方產品違反相關法律、法規、法令或命令時；(iii) 違反本訂單及本條款時；(iv) 賣方或其關係企業、董事、經理人、員工、代理人或任何代表其行為之人具有過失時。賣方應給付予買方之款項，包括但不限於違約金及損害賠償等，買方有權逕自本訂單之價款扣抵之。

12. RESTRICTED SUBSTANCES: Seller's Goods, materials and processes shall comply with any and all governmental and safety constraints on restricted, toxic and hazardous substances.

12. 受限制的物質：賣方的產品、材料及製程應遵守所有政府對於有毒及有害物質的安全限制。

13. CHANGES: Buyer shall be entitled to change any part of the Order in writing before delivery of Goods, including, without limitation, Goods' drawings, designs, specifications, materials, packaging, time and place of delivery, and transportation methods. The said change shall be deemed to be accepted by Seller if written objection is not sent to Buyer by Seller within five (5) business days upon its receipt of Buyer's notification.

13. 變更：買方得於交貨前以書面方式通知賣方，變更本訂單之內容，包括但不限於產品之圖面、設計、規格、材料、包裝、運送之時間與地點、以及運送之方式。若賣方未於買方通知後五個營業日內將反對意見以書面方式通知買方，則視為賣方接受該變更。

14. COMPLIANCE WITH LAWS AND ETHICS: Seller represents and warrants that it is in compliance with and all Goods supplied hereunder have been produced or provided in compliance with the applicable provisions of all applicable laws or ordinances and all related lawful order. Seller also represents and warrants that it will comply with Buyer's policies and guidelines, particularly the provisions relating to conflict of interests, anti-corruption and anti-bribery. Seller acknowledges that Buyer does not tolerate any form of bribery or corruption in any of its business activities. Therefore, Seller warrants and represents in particular that it will refrain from giving, promising or offering, directly or indirectly, any advantage, whether monetary or non-monetary, to public agents, Buyer's

employees, agents, directors or officers or any other persons, in order to influence Buyer's actions or decisions. Both parties agree that any breach of this Section will constitute a material breach of these Terms and Buyer will be entitled to terminate the Order immediately and to seek compensation for any and all losses and damages therefrom.

14. 遵守法律與誠信道德：賣方聲明並保證其生產或提供的所有產品，符合所有應適用的法律或法令以及所有相關合法命令。賣方並聲明與保證其將遵守買方之政策與指引，特別是有關利益衝突、反貪腐、反賄賂之條款。賣方瞭解買方絕不容忍其商業活動中具有任何形式之賄賂或貪腐，鑑此賣方聲明並保證其絕不為了影響買方之行為或決定，而直接或間接向政府人員、買方之員工、代理人、董事、經理人或其他人員提供、承諾或給予任何金錢上或非金錢之利益。雙方當事人均同意，任何違反本條之行為均構成對本條款之重大違約，買方有權立即終止訂單，並向賣方請求賠償因此所生之任何損失。

15. CERTIFICATION: Seller shall comply with any and all applicable Buyer quality and other procedures and shall be held responsible for having appropriate systems, processes and documentation in place to ensure compliance to the current standard.

15. 認證：賣方應遵守任何所有適用的買方品質及其他程序，並應負責制定適當的系統、流程和文件以確保符合目前的標準。

16. CONFIDENTIALITY AND PROPRIETARY INFORMATION: Any and all data, drawings, patterns, designs, specifications and other technical or proprietary information of Buyer (collectively, "proprietary information") directly or indirectly furnished to Seller in writing or otherwise and relating to the Goods or the Order shall remain the property of Buyer, shall in no event become the property of Seller and shall be used only in fulfilling the obligations imposed by the Order. Seller shall consider all such proprietary information to be confidential and shall not duplicate or disclose it to others, except as required by law. The provision by Buyer to Seller of any proprietary information shall not be construed as, and in no event shall constitute, a grant or transfer of any express or implied rights, title or interest in, to or under any of Buyer's proprietary information. Any confidential information of Seller disclosed to Buyer in connection with the Order shall be clearly marked or otherwise identified as such at the time of disclosure, and Buyer shall not duplicate or disclose any such confidential information to others, except as required by law or agreed to in writing by Seller.

16. 保密及專有資訊：任何由買方直接或間接向賣方以書面或其他方式提供，與產品或本訂單有關的買方所有的數據、圖面、圖案、設計、規格及其他技術或專有資訊(統稱為“專有資訊”)，應仍為買方的財產，在任何情況下都不應成為賣方的財產，只能用於履行本訂單規定的義務。除法律要求外，賣方應認為所有這些專有資訊都是機密資訊，不得複製或披露於他人。在任何情況下，買方向賣方提供的任何專有資訊，不構成對買方專有資訊中任何權利、所有權或利益的授予或轉讓。賣方向買方披露的有關本訂單的任何機密資訊應在披露時明確標示或以其他方式標示，除非法律要求或賣家以書面形式同意外，買方不得將任何賣方之機密資訊複製或披露於他人。

17. WORK ON BUYER'S PREMISES: If Seller's work under this Order requires Seller to be on the premises of Buyer or at Buyer's direction, Seller will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures or other requirements of Buyer.

17. 在買方的場所作業：如果賣方在本訂單的工作要求賣方在買方的場所或在買方的指示下作業，賣方將採取一切必要的預防措施，以防止任何人身傷害或財產損失，包括遵守任何規則、程序或其他買方的要求。

18. INSURANCE: Seller will maintain insurance policies with such coverage and in such minimum amounts as may be reasonably requested by Buyer or (to the extent directed by Buyer) Buyer's customers, in each case naming Buyer and its affiliates and Customers as "additional insured" as requested by Buyer.

18. 保險：賣方將按照買方或（在買方指示的範圍內）買方客戶的合理要求，就各交易情況，以買方及其關係企業及客戶為“附加被保險人”，投保足夠的保險。

19. BUYER'S PROPERTY: Any and all molds, tools, dies, jigs, fixtures or similar items ordered herein or delivered to Seller by Buyer shall become and remain the property of Buyer, shall be used in the manufacture of articles for Buyer exclusively. Such property, and whenever practical, each individual item thereof, shall be plainly marked as Buyer's property. While Buyer's property is in possession of Seller and until Seller delivers Buyer's property to Buyer, Seller bears any and all risk of loss and damage thereto. Seller will be responsible for the cost of repairing or replacing Buyer's property if damaged or destroyed regardless of cause or fault. Any special tooling, the full cost or a substantial portion of the cost of which is included in the price of this Order, shall constitute the property of Buyer and shall be returned to Buyer, or otherwise disposed of at Buyer's request, at Seller's expense upon completion of this Order.

19. 買方的財產：任何買方所訂購或由買方交付給賣方的模具、工具、夾具、裝置或類似物品，應屬買方的財產，僅能用於為買方製造物品。此類財產以及實際可行的情況下，其每個單獨項目應明確標示為買方的財產。買方的財產由賣方持有時，直到賣方將買方的財產交付給買方以前，賣方應承擔任何所有的損失和損害的風險。不論因任何原因或過失，如果有損壞或損毀，賣方應負責修理或更換買方財產的費用。任何特定模具，如果其全部費用或其中的大部分費用已包含在本訂單價格中，均構成買方的財產，在本訂單履行完成時，應退還給買方，或根據買方的要求處置，並由賣方承擔費用。

20. TERMINATION AND CANCELLATION: Unless otherwise agreed by both parties in writing, Buyer may cancel or terminate the Order in part or in whole prior to the delivery of Goods without any liability to Seller. In the event of any default or breach of the Order by Seller, Buyer shall be entitled to cancel or terminate the Order in part or in whole without any liability to Seller.

20. 終止及取消：除雙方另有書面約定外，於產品出貨前，買方有權取消或終止本訂單之全部或一部或任一部分，且不須對賣方負任何責任。買方亦得於賣方不履行或違反本訂單之條款內容時，取消或終止本訂單之全部或任一部分，且不須對賣方負任何責任。

21. ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign or subcontract, in whole or in part, its rights or obligations under these Terms and Order without the prior written consent of Buyer.

21. 轉讓和轉包：未經買方事前書面同意，賣方不得全部或部分轉讓或轉包本條款及本訂單的權利或義務。

22. DELIVERY SCHEDULE: Unless otherwise agreed in writing, Seller will not make production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense.

22. 交貨時程：除非另有書面約定，否則賣方不應作出超過訂單金額的生產安排或提前交貨時間。提前交貨給買方的產品，買方可退回賣方，並由賣方承擔因此所生之費用。

23. FORCE MAJEURE: Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under these Terms and Order with reasonable dispatch whenever such causes are removed.

23. 不可抗力：任何一方均不對超出該方合理控制範圍的原因造成的延誤負責，包括但不限於火災、爆炸、洪水、戰爭、罷工或暴動，前提是未履行義務的一方採取商業上合理的努力避免或消除不履行的原因，並在這些原因消除時，根據本條款合理處理並繼續履行訂單。

24. PUBLICITY: Seller may not use the names of Buyer, its affiliates or its products or any signs, markings or symbols from which a connection to Buyer may, in Buyer's sole judgment, be reasonably inferred or implied, in any manner whatsoever without Buyer's prior written consent, which may be withheld in Buyer's sole discretion.

24. 公開宣傳：未經買方事前書面同意，賣方不得使用買方、其關係企業或其產品之名稱，或任何經買方單獨判斷得以任何方式合理推斷或暗示與買方有關之標誌、標記或符號。買方得依其自行裁量拒絕同意。

25. DOCUMENTATION: It is agreed that all technical documentation and other literature necessary for the proper use of the Goods or services will be provided to Buyer with the Goods or services, unless otherwise directed by Buyer, and there will be no additional charge.

25. 文件：除非買方另有指示，否則所有技術文件和正確使用產品或服務所必需的其他文件，都將隨同產品或服務而提供給買方，且不另外收費。

26. GOVERNING LAW, VENUE:

26. 準據法、管轄法院：

26.1 If the Buyer is Lotus Pharmaceutical Co., Ltd., the Order and the Terms shall be governed by the laws of the Republic of China (Taiwan), without regard to its conflicts of laws principles and United Nations Convention on Contracts for the International Sale of Goods. All claims, disputes, lawsuits or actions relating to the Order or the Terms must be brought and heard in the Taiwan Taipei District Court for the first instance.

26.1 如本訂單之買方為美時化學製藥股份有限公司，則本訂單與本條款之準據法為中華民國（台灣）法律，惟不適用其法律衝突法則及聯合國國際貨物買賣契約公約。所有與本訂單或本條款有關之索賠、爭議、訴訟或法律行動，皆應以中華民國（台灣）台北地方法院為第一審管轄法院。

26.2 If the Buyer is an Affiliate existing under the laws of Korea, the Order and the Terms shall be governed by the laws of Korea, without regard to its conflicts of laws principles and United Nations Convention on Contracts for the International Sale of Goods. All claims, disputes, lawsuits or actions relating to the Order or the Terms must be brought and heard in the Korea Seoul Central District Court.

26.2 如本訂單之買方為依據韓國法律註冊成立之關係企業，則本訂單與本條款之準據法為韓國法律，惟不適用其法律衝突法則及聯合國國際貨物買賣契約公約。所有與本訂單或本條款有關之索賠、爭議、訴訟或法律行動，皆應以韓國首爾中央地方法院為第一審管轄法院。

26.3 If the Buyer is an Affiliate existing under the laws of jurisdictions other than the Republic of China (Taiwan) or Korea, the Order and the Terms shall be governed by the laws of Singapore, without regard to its conflicts of laws principles and United Nations Convention on Contracts for the International Sale of Goods. All claims, disputes, lawsuits or actions relating to the Order or the Terms must be brought and heard in the Singapore International Arbitration Center and in accordance with its arbitration rules for the time being in force. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

26.3 如本訂單之買方為依據中華民國（台灣）及韓國以外之法律註冊成立之關係企業，則本訂單與本條款之準據法為新加坡法律，惟不適用其法律衝突法則及聯合國國際貨物買賣契約公約。所有與本訂單或本條款有關之索賠、爭議、訴訟或法律行動，皆應向新加坡國際仲裁中心提出並由其審理，依據仲裁當時有效之新加坡國際仲裁中心仲裁規則，仲裁地點為新加坡，仲裁庭由三名仲裁員組成，仲裁語言應為英文。

27. SURVIVAL: Seller's obligations under Sections 2, 8, 9, 10, 11, 14, 16, 18, 19, and 26 will survive any termination of this Order.

27. 繼續有效：賣方第 2, 8, 9, 10, 11, 14, 16, 18, 19 及 26 條的義務，將在本訂單終止後繼續有效存在。

28. WAIVER; MODIFICATION: Either party's failure to insist upon full performance of any of the terms, conditions or specifications hereof or to exercise any rights or remedies hereunder shall not thereafter be deemed a waiver of the same or of any other provisions or privileges hereunder. This Order can be modified or rescinded only by a writing signed by authorized representatives from both parties.

28. 棄權及修改：任何一方未能堅持全面履行本訂單或本條款中的任何條款、條件或規格，或行使任何權利或補救措施，不得視為放棄本訂單或本條款任何相同或其他的規定或權利。本訂單只能由雙方授權代表簽署的書面修改或撤銷。

29. SEVERABILITY: If any provision of these Terms shall be held to be illegal or unenforceable, this provision shall not affect any other provisions contained in these Terms.

29. 可分性：如果本條款被認定為非法或不可執行，則該條款不應影響本條款之其他規定。

30. ENTIRE AGREEMENT: Except as set forth in Section 1 of the Terms and Order, the Terms and Order constitutes the entire agreement with respect to the subject matter hereof between Seller and Buyer. Without Buyer's prior written consent, any modification to the Terms and Order by Seller shall be void and null.

30. 完整協議：除本條款及本訂單第一條規定外，本條款及本訂單構成賣方與買方之間關於此標的之完整協議。未經買方事前書面同意，賣方對本條款及訂單的任何修改均為無效。