

SFC General Conditions

一、The Applicability and Acceptance	<p>1. This General Conditions shall apply to all orders which placed by the Buyer (i.e. Standard Foods Corporation) .</p> <p>2. Seller shall have agreed or accepted the General Conditions under the following circumstances :</p> <p>(1) accepting Buyer's order or signing this General Conditions ;</p> <p>(2) delivering goods or service according to Buyer's order .</p>
二、Price, Quantity	The price, unit, description, material no., specification and quantity etc. of the goods or services shall be performed according to the Buyer's order .
三、Delivery	<p>1. Seller shall deliver in accordance with the order. Time is of the essence. If Seller acknowledges the order with a delivery date subsequent to the specified by Buyer, Buyer may cancel the order.</p> <p>2. Buyer is entitled to specify the performance place. Seller shall provide invoice according to the date and formality specified by Buyer.</p>
四、Payment	<p>1. Payment method shall be made according to Buyer's accounting process. Seller shall provide packing list as Buyer requests.</p> <p>2. Payment Terms shall be in accordance with the order.</p>
五、Packaging and Shipping	<p>1. Seller shall bear all the costs regarding packing, boxing, freight or storage, unless there is other agreement.</p> <p>2. All goods shall be suitably packed, marked, and shipped in accordance with the requirements of common carrier.</p>
六、Check and Accept	<p>1. Seller warrants that the goods sold hereunder conform to specification or sample, are fit for the purposes represented by Seller, merchantable, of highest quality and comply with the provisions or standards of the relevant laws and orders.</p> <p>2. All purchases are subject to Buyer's approval not withstanding prior inspection or payment and if not satisfactory or in accordance with specification may at Buyer's option to returned the goods at Seller's expense or ask Seller to replace with non-defect goods within period so stipulated in written notice.</p>
七、Delay	<p>1. Time is of the essence. In the event of delay which attributable to Seller, Seller agrees to pay _ % of purchase amount of delayed delivery as punitive damages.</p> <p>2. Besides as stipulated above, Buyer may reject the delivery of the goods and cancel the order without prior notice. Moreover, if there would be any loss or damage arisen from such delay, Buyer is entitled to ask Seller for compensation.</p>
八、Warranties	<p>1. Seller undertakes and guarantees to only supply goods that fully comply with the laws and regulations of the Republic of China. Seller further undertakes and guarantees to indemnify Buyer the loss, or damage, court fees and attorney fees incurred in violation of the aforesaid laws and regulations.</p> <p>2. Seller undertakes and guarantees to supply goods free from defect and the third party will not claim any right upon the goods which provided by Seller.</p> <p>3. Seller warranties all goods supplied are not infringing others' trademark/copyright/patent or any other kind of right. Seller shall indemnifies and holds Buyer harmless from and against all liabilities, costs, losses and damages arising out of any claim due to the above mentioned infringement.</p>
九、Other	<p>1. Any dispute arising from this agreement, Seller agrees that Buyer may withhold the payment until such dispute has been resolved.</p> <p>2. Seller shall not disclose any confidential information relative to Buyer's business, sales, financial condition etc. to any third party.</p> <p>3. Seller shall not assign orally, in writing or by operation of law, in whole or in part, to any person, firm, corporation or government agency, its rights, interests or obligation under this order without prior written permission of Buyer.</p> <p>4. Seller agrees that Buyer may deduct the penalty, punitive damages from the purchase amount.</p> <p>5. Prices pr terms stated on the face of this order include all taxes applicable to this order unless otherwise stated herein.</p> <p>7. No variations in or conflicts with these conditions shall be effective without Buyer's prior written consent.</p> <p>8. The construction, performance and completion of General Conditions are to be governed by the law of the Republic of China.</p> <p>9. Any dispute arising from this agreement, Seller and Buyer agree to submit to the Taipei District Court.</p>

Special Instructions

As of the day of signing this agreement, all terms or conditions shall be deemed to be fully understood and accepted by Seller.
Singed on behalf of Seller by its authorized signatory: _____ **Date :** _____