

1. Application 適用範圍

These Terms and Conditions (“**Terms**”) apply to any purchase order issued by Eli Lilly and Company (Taiwan), Inc. GUI No. 43430803 (“**Lilly**”) to you for the provision of goods and/or services (“**Purchase Order**”).

本條款暨條件（下稱「**本條款**」）適用於台灣禮來股份有限公司（下稱「**禮來**」，統一編號為43430803）為採購相關產品及/或服務而向您出具之任何採購訂單（下稱「**本訂單**」）。

The current version of these Terms which will apply to this Purchase Order is published on the Internet at <https://www.lilly.com/suppliers/accounts-payable/payments> and may be amended from time to time at Lilly's sole discretion.

適用於本訂單之本條款現行版本已公告於下列網頁：<https://www.lilly.com/suppliers/accounts-payable/payments>，禮來得依其全權酌情不定期加以修訂。

2. Acceptance 接受

By accepting in writing, shipping goods specified in the Purchase Order (“**Goods**”), commencing services specified in the Purchase Order (“**Services**”) or undertaking any other similar activity in response to the Purchase Order (and within any timeframe specified for acceptance), you agree to accept and be bound by the Purchase Order and these Terms.

您一旦以書面形式確認接受本訂單、就本訂單所載產品（下稱「**本產品**」）進行出貨、開始履行本訂單所載服務（下稱「**本服務**」），或依據本訂單（且於本訂單指定之接受期限內）採取任何其他類似行為，即代表您同意接受並受本訂單及本條款之拘束。

3. Scope of Goods and Services 本產品及本服務之範圍

Unless otherwise stated in the Purchase Order, details of the scope of Goods and Services to be provided to Lilly are set out in the relevant quote provided to Lilly by you (“**Quote**”).

除本訂單另有約定者外，您向禮來供應本產品及本服務之範圍詳情，應記載於您向禮來提供的相關報價單（下稱「**報價單**」）中。

4. Other Terms and Conditions 其他條款及條件

These Terms and any document incorporated by reference, including the Purchase Order, constitute the entire agreement of the parties about their subject matter. These Terms override any other terms or conditions contained in any Quote, invoice, estimate, scope of work or other document issued by you or Lilly. If additional or different terms and conditions are specified in the Purchase Order which are inconsistent with these Terms, the Purchase Order will take precedence over these Terms to the extent

of any inconsistency.

本條款及任何透過引述方式納入成為本條款一部份之文件（包括本訂單），構成雙方當事人就該採購事宜所作成之完整合意。本條款應優先適用於任何報價單、發票、估價單、工作說明書，或其他由您或禮來所出具文件內所載任何其他條款或條件。若本訂單所載其他或不同條款及條件與本條款有任何歧異，就該等歧異處而言，應以本訂單為準。

5. Delivery 交付

You must deliver any Goods and perform any Services within the time stated in the Purchase Order. If you do not deliver all the Goods and perform all the Services specified in the Purchase Order within the time stated in the Purchase Order, or as otherwise agreed by the parties, Lilly may cancel all or any portion of the Purchase Order without liability.

您必須於本訂單所載時限內交付本產品及履行本服務。若您未於本訂單所載時限內，或依據雙方當事人之其他約定，按本訂單所載交付全部本產品及履行全部本服務，禮來得取消本訂單之全部或一部，而毋須因此承擔任何責任。

Subject to section 9, risk and title in the Goods will pass to Lilly on delivery of the Goods at the delivery address specified in the Purchase Order.

以不違反第9條約定為前提，本產品之危險及所有權將於本產品交付至本訂單所載之交付地址時移轉予禮來。

6. Price and Invoicing 價格及請款

Any Goods or Services shall be supplied to Lilly for the price specified in the Purchase Order. You are not entitled to an additional payment for packing or shipping of Goods unless specified in the Purchase Order.

本產品及本服務均應以本訂單所載價格向禮來供應。除本訂單另有約定者外，您無權就本產品之包裝或運輸請求額外款項。

You must provide Lilly with an invoice in respect of any Goods or Services supplied under the Purchase Order within seven (7) days of supplying such Goods or Services (“**Invoice**”). You will provide all supporting documentation to substantiate the amount charged, on request by Lilly or otherwise required by these Terms. You will use the electronic invoicing portal that Lilly may operate from time to time and for which Lilly will provide you with further information. Invoices and supporting documentation submitted via the electronic invoicing platform will be a record for tax purposes. Lilly will pay you the lesser of the price specified in the Purchase Order and the Invoice by the Friday of the week in which sixty (60) days has passed from the date on which the Invoice is received by Lilly.

您必須於依據本訂單供應本產品或本服務後七（7）日內，就該等本產品或本服務向禮來開立

ELI LILLY AND COMPANY (TAIWAN) 台灣禮來股份有限公司
PURCHASE ORDER TERMS AND CONDITIONS 採購條款暨條件

發票（下稱「發票」）。您應依據禮來之要求或本條款之其他約定，提交所有相關證明文件以核實發票金額。您應使用禮來提供（且得不定期變更）之電子發票平台（進一步資訊將由禮來提供）。透過電子發票平台提交之發票及證明文件將為稅務目的進行記錄。禮來將於收到發票日起算六十（60）日後當週的星期五之前，向您支付本訂單或發票所載金額（以金額較低者為準）。

**7. Taxes
稅費**

Fees, costs and other expenses payable under the Purchase Order are exclusive of VAT and other applicable taxes. Unless otherwise agreed, you shall be responsible for all taxes arising from the Goods or the Services and any payment made to you by Lilly pursuant to this Purchase Order.

本訂單所載費用、成本及其他開支之金額，均不含增值稅或其他適用稅金。除雙方當事人另有約定者外，您應自行負擔所有因本產品、本服務以及禮來依據本訂單向您支付之任何款項而產生之稅費。

**8. General obligations
一般義務**

You warrant that:
您保證：

- (i) all Goods and all materials used in performance of the Services will be new, free from defects, of merchantable quality and fit for the purpose for which they are supplied;
本產品及用於履行本服務的所有材料均為全新、無瑕疵、具備適銷品質且適用於其預期用途；
- (ii) the Goods will not be subject to any encumbrances, including any charge, lien, pledge or as any other security for payment of a monetary or other obligation;
本產品不受任何負擔所拘束，包括任何抵押、留置權、質押或為保證付款或其他義務而設定的任何其他擔保；
- (iii) all Goods shipped under the Purchase Order will be accompanied by appropriate delivery papers;
所有依據本訂單出貨之本產品，均應檢附適當的交付文件；
- (iv) the Purchase Order number will appear on all documents and packages produced in connection with the Goods or Services;
and
所有與本產品或本服務相關之文件及包裝上均應記載本訂單編號；且
- (v) you will provide the Services to the highest level of skill, care and diligence, including in accordance with any specified timetable and the Services will be free

from material defects as regards their performance.

您應行使最高標準之技能、注意程度及勤勉來履行本服務，包括遵守任何約定時程，且本服務之履行不存在重大瑕疵。

Lilly will provide you with all information and all access to premises reasonably required by you to deliver the Goods or perform the Services under the Purchase Order. You agree to follow all reasonable directions of Lilly while on Lilly premises.

禮來將依據您的合理要求，向您提供所有資料及進出相關營業場所之權限，以便您依據本訂單交付本產品或履行本服務。您同意，於禮來之營業場所內，應遵守禮來之一切合理指示。

**9. Inspection
檢查**

Any Goods delivered by you under this Purchase Order are subject to Lilly's inspection and approval, regardless of prior receipt or payment. If Lilly determines, in its sole discretion, that any delivery of Goods which it has inspected is unsatisfactory, Lilly will notify you and may return the Goods to you for a full refund of any price paid by Lilly. Risk and title in the Goods will pass to you upon receipt of notice from Lilly. Transportation both ways will be at your expense.

您依據本訂單交付之本產品，均應經禮來檢查及核准，無論先前是否已收受或付款皆然。若禮來於檢查後，依其全權酌情決定已交付之本產品不合規，禮來將向您出具通知、向您進行退貨，並就禮來已支付之價款要求全額退款。本產品的危險負擔及所有權應於您收到禮來之上述通知後轉移予您；來回運輸費用應由您負擔。

All Goods specified in the Purchase Order (including any documentation or materials generated in the performance of Services under the Purchase Order) are subject to acceptance testing by Lilly. If, in undertaking acceptance testing, Lilly discovers a non-conformity within ninety (90) days after delivery of any Goods and notifies you of that non-conformity, you will correct the non-conformity at no additional charge or provide a refund to Lilly, at Lilly's sole discretion.

本訂單所載之本產品（包括於依據本訂單履行本服務時所產生的一切相關文件及素材）均須經禮來辦理驗收測試。若禮來於本產品交付後九十（90）日內，於進行驗收測試時發現不合規情況並就此向您出具通知，您應無償改正該等不合規情況或提供退款予禮來（由禮來依其全權酌情選擇）。

These rights are additional to any rights granted by law.

上述權利與法律授予之其他權利應並行適用。

**10. Ownership of Work Product
工作成果之所有權**

These Terms do not affect the pre-existing

intellectual property rights of either party (including any resources or data provided to you by Lilly for the purposes of performing the Services).

本條款不影響任一方當事人既有之智慧財產權（包括禮來為本服務之履行而向您提供的任何資源或資料）。

You represent and warrant that the intellectual property rights created or developed for the sole purpose of performing the Services and/or delivery of the Goods (“**Work Product**”) and its use by Lilly will not infringe the intellectual property rights of any person. The Work Product will be owned on its creation or development by Lilly and you must execute all necessary assignments or documentation to vest ownership in Lilly in a timely manner. In relation to all copyright works created under these Terms, you must procure the consents necessary to allow Lilly to materially alter those works and deal with those works without attributing authorship. 您聲明並保證，專為履行本服務及/或交付本產品而創造或開發之智慧財產權（下稱「**工作成果**」），以及禮來使用該工作成果，均不會侵害任何人之智慧財產權。工作成果應於其創造或開發時即歸屬禮來所有，您必須及時簽署一切必要之轉讓協議或文件以將該等所有權授予禮來。關於所有依據本條款創造之著作權作品，您必須取得必要之相關同意，使禮來有權逕行就該等作品進行實質性變更及處理，而無須表示著作人之姓名。

11. Insurance 保險

Without limiting your liability to Lilly or third parties, you will maintain any insurance required to meet your indemnification obligations under the Purchase Order and these Terms, including public liability and professional indemnity insurance. You will maintain such insurance from the date of the Purchase Order to at least twelve (12) months after delivery of any Goods and performance of any Services. Upon request, you must provide Lilly with evidence of such insurance.

以不影響您對禮來或第三方之責任為前提，您應購置並維持履行本訂單及本條款下賠償義務所需之一切保險，包括公共責任及專業賠償保險。您應確保該等保險之效力涵蓋本訂單日期至本產品及本服務全數交付及履行後至少十二（12）個月。一旦經禮來要求，您必須向禮來提供該等保險之證明。

12. Compliance with Laws and Standards 法規及標準之遵循

Each party will ensure that it complies with all applicable laws, government regulations and industry codes, including, where applicable, the *Personal Data Protection Act*, and IRPMA Code of Practice. You also agree to comply with any Lilly policies that you are made aware of, including but not limited to: 雙方當事人應各自確保其遵守所有適用法律、政府法規及產業規範，包括（如適用）《個人資料

保護法》及中華民國開發性製藥研究協會《市場行銷規範》。您亦同意遵守您所知悉之禮來所有政策，包括但不限於：

- (i) applicable provisions of Lilly’s Supplier Privacy Standard as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to you; 禮來供應商隱私權標準之適用條款（以禮來不定期修訂並發布於下列網頁 <https://www.lilly.com/suppliers/supplier-resources> 或以其他方式向您提供之最新版本為準）；
- (ii) Lilly’s Information Security Standard as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to you; and 禮來之資訊安全標準（以禮來不定期修訂並發布於下列網頁 <https://www.lilly.com/suppliers/supplier-resources> 或以其他方式向您提供之最新版本為準）；及
- (iii) Lilly’s Supplier Code of Business Conduct as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources/operating-responsibly> or otherwise made available to you. 禮來之供應商業務行為準則（以禮來不定期修訂並發布於下列網頁 <https://www.lilly.com/suppliers/supplier-resources/operating-responsibly> 或以其他方式向您提供之最新版本為準）。

Unless Lilly directs otherwise, you shall procure at your own expense all permits, licenses and other approvals required to undertake any required activity under the Purchase Order.

除禮來另有指示者外，您應負責取得履行本訂單所必需之所有執照、授權及其他許可，並自行負擔相關費用。

13. Notice of Review, Audit or Inspections 審查、稽核或檢查之通知

You must provide Lilly with immediate notice of any governmental or regulatory review, audit or inspection of your facility, processes, or products that might relate to the subject matter of the Purchase Order. Lilly must be given the opportunity to provide assistance to you in responding to any such review, audit or inspection. You will provide Lilly with the results of any such review, audit or inspection.

若政府或主管機關對您的廠房/設施、流程/製程或產品進行審查、稽核或檢查，且該等審查、稽核或檢查可能涉及本訂單標的，您必須立即通知禮來。您應予禮來機會向您提供協助以回應該等

審查、稽核或檢查。您應將任何該等審查、稽核或檢查之結果提供予禮來。

前核實與之交易為可允許者。

14. Books and Records 帳簿及紀錄

During the term of the Purchase Order and for three (3) years thereafter, your records relating to the performance of your duties and obligations under these Terms will be open to inspection and subject to audit and reproduction by Lilly or Lilly's nominated agent or representative.

於本訂單有效期間內及其後三（3）年內，就您履行本條款下之職責及義務相關的紀錄應可供檢查，並得由禮來或其指定之代理人或代表人進行稽核及複製。

15. Anti-bribery laws 反賄賂法律

In carrying out its responsibilities under these Terms, each party will comply with all applicable anti-bribery laws in the countries where the party has its principal place of business and where it conducts activities under these Terms. The parties understand and agree to comply with the United States Foreign Corrupt Practices Act which generally prohibits the promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage, if applicable. You agree to comply with the applicable provisions of the Anti-Bribery Commitments for Lilly Procurement Contracts as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to you.

於履行其於本條款下之責任時，雙方當事人應遵守其主要營業地及從事本條款下業務活動所在國家之所有適用反賄賂法律。雙方當事人瞭解並同意遵守美國《海外反腐敗法》，該法原則上禁止為爭取或保留業務或任何不正利益（如適用）而直接或間接向任何政府官員承諾、支付或給予任何有價物。您同意遵守禮來採購契約反賄賂承諾下的適用條款（以禮來不定期修訂並發布於下列網頁 <https://www.lilly.com/suppliers/supplier-resources> 或以其他方式向您提供之最新版本為準）。

16. Trade Sanctions 交易制裁

Lilly does not engage in or commit to any transaction with countries subject to trade or economic sanctions or with individuals, groups, or entities that Lilly is aware or has reason to believe appear on any government list of restricted, sanctioned, denied, or debarred parties without first verifying that the transaction is permissible.

對於受貿易或經濟制裁之國家，或禮來知悉或有理由相信出現在任何政府限制、制裁、拒絕或禁止名單上之個人、團體或實體，禮來不參與或承諾與之進行任何交易，除非經過禮來事

17. Termination 終止

Except as otherwise stipulated in these Terms, Lilly may terminate the Purchase Order (in whole or part) on five (5) days written notice to you. In the event of such termination, Lilly shall have no obligation to you except to pay all costs actually and reasonably incurred by you prior to the date of notification of termination plus a normally accepted trade allowance on such costs as full payment of your overhead and profit.

除本條款另有約定者外，禮來得提前五（5）日向您出具書面通知終止本訂單（全部或一部）；於此終止情況下，禮來將向您支付終止通知日之前實際且合理產生之所有費用，並提供業界一般公認水準之補貼以作為就您的經常性開支及利潤之完整支付，除此之外，禮來對您不負任何義務。

In no event shall Lilly be obligated to pay an amount in excess of the amount set out in the Purchase Order for the Goods and/or Services. You must, as soon as reasonably practicable after termination, refund to Lilly any payments made to you in advance.

禮來無論如何均無義務為本產品及/或本服務支付超出本訂單所載金額之款項。您必須於本訂單終止後，於合理可行情況下儘快將任何預付款退還予禮來。

18. Early Termination 提前終止

If you are in material breach of these Terms or become insolvent, enter into liquidation, voluntary or involuntary petition in reorganization, bankruptcy or similar proceedings, Lilly may immediately terminate a Purchase Order. For the avoidance of doubt, a material breach includes a breach by you of: 若您重大違反本條款、失去支付能力、進入清算、自願或非自願聲請重組、破產或類似程序，禮來得立即終止本訂單。為免疑義，重大違約行為包括您違反下列條款：

- (i) sections 12 to 16 (inclusive); or 第12至16條（含）；及
- (ii) any other provision of these Terms which expressly provides conduct constituting a material breach. 本條款下其他任何條款明示約定構成重大違約之行為。

If the Purchase Order is terminated (in whole or part) as a result of default by you, Lilly shall have no obligation to reimburse you for any Services performed by you and you will not be entitled to any damages, nor will Lilly indemnify you for any loss you may suffer, arising from Lilly exercising its right to terminate under this section 18.

若本訂單因您的違約行為而終止（全部或一部），禮來無義務就您所履行之本服務向您支付

報酬，且您將無權請求任何損害賠償。禮來亦不會就您因禮來行使本第18條終止權而遭受之任何損失提供賠償。

19. Indemnity 賠償

You agree to indemnify Lilly and its officers, employees or agents and will keep them indemnified in connection with any claims, damages, costs, proceedings (“**Claims**”) or any other remedies actual, contingent or otherwise, arising directly or indirectly:

若下列事由直接或間接產生任何實際、或有或其他性質之請求、損害賠償、費用、訴訟（以上合稱「**請求**」）或任何其他救濟，您同意賠償禮來及其經理人、員工或代理人，使其不因此受任何損害：

- (i) in contract, statute or tort (including negligence) in connection with the Terms, the Purchase Order or their termination (including in relation to carriage and delivery of Goods, or infringement of the intellectual property rights of any person in connection with the Goods or Services); or 與本條款、本訂單或其終止相關之契約、法律或侵權（含過失）責任（包括與本產品之運輸及交付相關者，或與本產品或本服務侵害第三方智慧財產權相關者）；或
- (ii) out of any Claims made by your contractors, agents, affiliates, or employees (“**Personnel**”), including in respect of their employment or engagement with you, 您的承包商、代理人、關係企業或員工（下稱「**工作人員**」）提出之任何請求，包括就其與您之間的僱傭或委任關係所提出者；

except to the extent these Claims arise directly from the wrongful or unlawful conduct of Lilly.

惟該等請求係因禮來之不當或不法行為所直接造成者，不在此限。

20. Subcontractors 分包商

You must not use any subcontractor without Lilly's prior written approval. If you use a subcontractor, you will be fully responsible for Services performed by the subcontractor to the same extent as if the Services were performed directly by you.

未經禮來事前書面核准，您不得使用任何分包商。若您使用分包商，您應對分包商履行本服務承擔全部責任，如同該等本服務係由您直接履行一般。

21. Non-disclosure and Publicity 不揭露及公開

You will not disclose to any other person any information concerning the Purchase Order,

including its existence, whether in a press release, advertising or other materials, without Lilly's prior written consent. You must not refer to the existence of these Terms (including the Purchase Order) or use any name relating to Lilly (including "Eli Lilly" or "Eli Lilly Taiwan") unless required by law, in which case you must provide copies of the disclosure to Lilly for the prior review and comment by Lilly. You must not use Lilly's name or logo in any manner which may suggest any relationship, association or endorsement between you and Lilly. 未經禮來事前書面同意，您不得向任何第三方揭露任何有關本訂單之資訊（包括本訂單之存在），無論是在新聞稿、廣告或其他素材中皆然。除依法律要求揭露者外，您不得提及本條款（包括本訂單）之存在，亦不得使用任何與禮來相關之名稱（包括「Eli Lilly（禮來）」或「Eli Lilly Taiwan（台灣禮來）」）。於此情形，您必須提供揭露之副本予禮來，以供禮來事前審閱及提供意見。您不得以任何方式使用禮來之名稱或標誌以暗示您與禮來間有任何關係、關聯或認可。

22. Confidentiality 保密義務

You will keep any information of Lilly which by its nature is confidential or is designated by Lilly as confidential (“**Confidential Information**”) confidential and secure at all times. You may only use or disclose Lilly's Confidential Information: 關於屬機密性質以及經禮來指定為機密之資訊（下稱「**機密資訊**」），您無論何時均應予以保密並確保其安全。您僅得於下列情況下使用或揭露禮來之機密資訊：

- (i) to the extent necessary to supply Goods or Services under the Purchase Order; 為供應本產品或本服務而有必要；
- (ii) if required by law; or 依法律要求；或
- (iii) if agreed by Lilly in writing. 經禮來書面同意。

If you become aware of an unauthorised disclosure or use of any Confidential Information or any such suspected disclosure or use, you must immediately notify Lilly.

若您知悉任何機密資訊已經或疑似遭未經授權揭露或使用，您必須立即通知禮來。

You will ensure your Personnel agree in writing not to use or disclose any information learned or acquired in the delivery of the Goods or performance of the Services, including any information relating to the Work Products or any Confidential Information. 您應確保您的工作人員以書面形式承諾不使用或揭露其於交付本產品或履行本服務過程中所知悉或取得的一切資訊，包括與工作成果或任何機密資訊相關的任何資訊。

23. Assignment

轉讓

Your rights and obligations under these Terms are personal to you and may not be assigned to any third party without Lilly's prior written consent.

您於本條款下之權利及義務係專為您而設，未經禮來事前書面同意，不得轉讓予任何第三方。

24. Relationship of the Parties

雙方當事人之關係

You acknowledge and agree that, in performing Services, you will be acting as an independent contractor, and neither you nor any of your Personnel shall be deemed to be employees of Lilly for any purpose. Nothing in the Purchase Order makes either party the principal, agent, partner or joint venturer of the other party. Neither party has the authority to enter into any agreement on behalf of the other party nor shall a party act so as to suggest that it has such authority.

您確認並同意，您係以獨立締約人之身分履行本服務，就任何目的而言，您及您的工作人員均不得被視為係禮來之員工。本訂單不使任何一方當事人成為他方之委託人、代理人、合夥人或合資人。任何一方當事人均無權代表他方簽署任何契約，亦不得向第三人暗示其有權代表他方簽署任何契約。

25. Governing Law

準據法

These Terms are governed by and must be construed in accordance with the laws of the Republic of China (Taiwan). You submit to the non-exclusive jurisdiction of the Taiwan Taipei District Court for first instance.

本條款之解釋應以中華民國（台灣）法律為準據法。您同意以台灣台北地方法院為第一審非專屬管轄法院。

26. Language

語言

These Terms are written in English and Chinese. In case of any discrepancy between the two languages, the [English] version shall prevail.

本條款以中英文作成，如中英文有不一致之處，以[英文版]為準。