

English Version

Taiwan Version (Traditional Chinese) 繁體中文版本

APPLICABILITY

1. These General Conditions shall apply on all purchases of goods made by NEFAB Taiwan and/or any of its affiliates (the "Buyer") from its suppliers (the "Seller"). Deviations from these General Conditions shall not apply unless specifically agreed in writing by authorized representative of the Buyer.
2. It is acknowledged that any affiliate of NEFAB Taiwan may purchase goods from the Seller on the same terms and conditions as stated herein. NEFAB Taiwan takes no liability or responsibility for any of its affiliates.
3. The Order (as defined below), these General Conditions, any agreed written specification or any other agreement, promises or undertakings made in writing by the Buyer in whatever form shall constitute the full agreement in relation to purchase of goods by the Buyer from the Seller (the "Contract"). The Buyer shall be bound by no other terms and conditions than those set out in the Contract.

適用性

1. 本通用條款適用於台灣耐帆有限公司和/或其附屬公司 (以下簡稱 "買方") 向其供應商 (以下簡稱 "賣方") 購買的所有貨物。除非經買方授權代表書面同意, 否則與本通用條款有差異的條款均不適用。
2. 雙方均認可耐帆的任何附屬公司可以按照本協議規定的條款和條件從賣方購買貨物。耐帆對其任何附屬公司的行為不承擔任何責任。
3. 訂單 (定義如下)、通用條款、任何商定的書面規範或買方以任何形式作出的書面協議、承諾和保證構成買方從賣方處購買貨物的完整協議 ("合約")。買方不受本合約規定以外的任何其他條款和條件的約束。

ORDERS

4. A binding Contract shall be deemed to be concluded upon confirmation by the Seller of a purchase order from the Buyer (the "Order"), or, if no confirmation has been issued, upon the expiry of five (5) working days after the Seller's receipt of the Order. If the Seller would like not to be bound by the Order or if it wants to include any other conditions or change price, quantity or anything else contained in the Order it must clearly inform the Buyer that the Order is refused and also state the reasons therefore. Deviations made in the form of a "confirmation" that does not correspond with the Order are not valid. The Buyer will not be bound by anything contained in the order confirmation made by the Seller if it deviates from the content of the Order, unless the Buyer issues a written confirmation hereof to the Seller.
5. The Buyer may change or cancel an Order in whole or in part.
6. No forecast, provided by the Buyer, shall be considered binding or be interpreted as an undertaking to purchase such amounts of goods from the Seller.

訂單

4. 賣方確認買方的採購訂單 ("訂單") 後視為雙方訂立了具有約束力的合約, 如果賣方在收到訂單後五 (5) 個工作日後未進行確認, 則視為合約已經訂立。若賣方希望不受訂單約束, 或希望在訂單中增加其他條件或更改價格、數量或任何其他內容, 必須明確通知買方訂單被拒絕並說明原因。以 "確認書" 形式作出的與訂單不符的條款無效。如果賣方在 "確認書" 中的任何內容偏離訂單內容, 除非買方書面同意, 否則買方將不受其約束。
5. 買方可更改或取消全部或部分訂單。
6. 買方提供的任何預測均不可被視為具有約束力或被解釋為從賣方購買該數量貨物的承諾。

DELIVERY

7. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term is specifically agreed, the delivery shall be DAP Buyer's location (defined INCOTERMS 2020, as amended).
8. All goods shall be delivered not later than on the date stated in the Order. The Seller is aware that the Buyer may suffer damages as a result of late delivery, even if the delay is only attributable to part of the goods.
9. If the Seller finds that it will not be able to meet the agreed delivery date it shall immediately notify the Buyer thereof in writing, stating the cause of the delay and indicating the date on which it expects to be able to deliver.
10. Should a delivery or part-delivery be delayed, the Buyer shall be entitled to demand that the Seller perform his duties under the Contract, or, if the delay is not insignificant to the Buyer, cancel the Contract upon giving written notice thereof to the Seller.

交貨

7. 如果合約中約定了貨物交付條款, 則應根據合約訂立時有效的貿易條款對其進行解釋。如果未明確約定任何貿易條款, 則交付地點應適用 DAP 買方所在地 (按 2020 年 INCOTERMS 進行定義)。
8. 賣方知曉買方可能因延遲交貨而遭受損失, 即便只是部分貨物延遲交貨。因此, 所有貨物應不遲於訂單中規定的日期交付。
9. 如果賣方發現不能按約定日期交貨, 應立即以書面形式通知買方, 說明延誤的原因, 並告知預計能夠交貨的日期。
10. 如果貨物全部或部分遲延交付, 買方有權要求賣方承擔違約責任, 如果延遲交貨對買方來說產生任何影響, 買方有權在書面通知賣方後取消合約。

NEFAB GENERAL CONDITIONS OF PURCHASE (THE "GENERAL CONDITIONS")

耐帆一般採購條款 (「通用條款」)

Valid from Mar 2023 2023 年 3 月起生效



11. In addition, the Buyer shall be entitled to liquidated damages amounting to 5% of the value of the delayed goods for each commenced business day of delay calculated from the agreed date of delivery to the date of actual delivery. The Buyer shall have the right to set off liquidated damages against the Seller's invoices. The Buyer is entitled to additional compensation for the cost, loss and damage it suffers due to the delay of the goods to the extent such cost, loss or damage exceed the liquidated damages.

PRICE

- 12 If no price is stated in the Contract, the Seller shall invoice the Buyer according to the lowest market price at the time of the Order. All prices are exclusive of VAT. The Buyer shall pay applicable VAT and customs duties. The Seller shall pay all other taxes, fees and other levies and charges of whatever nature. The Buyer will not accept any fees or costs for packaging unless agreed to in writing.

PAYMENT

- 13 The Seller may not issue an invoice prior to delivery of the goods to the Buyer.
- 14 Payment terms: 90 days net from such date as the Buyer has received a correct invoice according to Buyer's instructions. Invoices shall state Buyer's Order number or other clear reference to the Contract.

PACKING AND LABELLING

- 15 Packing and package shall in accordance with specific instructions from the Buyer. If no specific instructions have been given by the Buyer, the packing and package shall give the protection required to prevent damage to or deterioration of the goods during transport. All goods shall be identified with part and Order numbers or other clear reference to the Contract.
 - a. All goods must be identified with a label including:
 - b. Nefab Purchase order;
 - c. Supplier delivery note;
 - d. Nefab Item number;
 - e. Supplier Item number; and;
 - f. Goods quantity per pallet/bundle.

MATERIAL COMPLIANCE

- 16 The packaging material must be in compliance with environmental regulations, including but not limited to the banned and restricted materials list (http://www.nefab.com/globalassets/nefab.com--group-site/documents/nefab_restricted_material_list.pdf).

11. 此外，自約定交貨日起，每延遲一個工作日，買方有權獲得相當於延遲交付貨物金額 5% 的違約金。買方有權在應付金額中抵扣違約金。若該違約金 不足以彌補買方就其因貨物延誤交付而遭受的支出、損失和損害的，賣方應當補足。

價格

12. 如果合同中未規定價格，賣方應按訂貨時最低市場價格向買方開具發票。所有價格均不含營業稅。買方應支付相應的營業稅和關稅。賣方應支付所有其他稅費和其他任何性質的費用。除非有書面約定，買方不支付任何包裝費用或其他成本。

付款

13. 賣方不得在向買方交付貨物之前開立發票。
14. 付款條件：自買方收到根據買方指示出具的正確發票之日起 90 天內付清。發票應註明買方的訂單號或其他合約明確提及的編號。

包裝和標籤

15. 包裝方式和包裝材料應符合買方的具體指示。如果買方沒有給出具體指示，則賣方所採取的包裝方式應保證足以防止貨物在運輸過程中損壞或變質。所有貨物應標明零件號和訂單號或其他合約明確提及的編號。所有貨物必須貼上標籤並註明以下內容：
 - a. 所有商品都必須貼有標籤，包括：
 - b. 耐帆採購訂單；
 - c. 供應商交貨單；
 - d. 耐帆產品編號；
 - e. 供應商貨品編號；和；
 - f. 每個托盤/捆的貨物數量。

材料合規性

16. 包裝材料必須符合環保法規，該環保法規包括但不限於禁用與限制材料清單。
http://www.nefab.com/globalassets/nefab.com--group-site/documents/nefab_restricted_material_list.pdf.

WARRANTY AND LIABILITY FOR DEFECTS

- 17 The Seller warrants and guarantees that the goods will be in accordance with specifications and (i) perform and conform to the terms set forth in the Contract; (ii) be sufficient and suitable for the purposes intended; (iii) comply with any requirements set forth in applicable law, regulations and trade standards; and (iv) be free from defects, deficiencies and non-conformities in production, design, materials and workmanship. Goods not in compliance with the foregoing shall be regarded as defective.
- 18 The Buyer shall make a general inspection of the goods within a reasonable time after delivery, but has the right to give the Seller notice of any individual defects as they appear to the Buyer, meaning that in each delivery there may be individual defects appearing at different times and occasions and that the Buyer may give notice of such individual as they appear to the Buyer.
- After receiving such notice, the Seller shall at Buyer's option:
- repair or replace the goods found to be defective as soon as possible after notification;
 - refund to the Buyer any and all remunerations paid in relation to such goods; or
 - terminate the Order or the Contract if the defect is not insignificant.

In addition, the Buyer shall be entitled to compensation for the cost, loss and damage it suffers due to the defects of the goods.

Inspection and approval under this clause shall not imply acceptance of the goods by the Buyer nor relieve the Seller from any liability and obligations under this Agreement.

- 19 Goods returned under clause 18 will be delivered to the Seller at the Seller's expense and risk.
- 20 Payment of purchased goods shall not be regarded as acceptance of the goods by the Buyer and shall not affect any of the Buyer's rights under clauses 17-18.
- 21 The Seller shall ensure that its sub-contractors, if any, act in accordance with the Contract in all respects and the Seller shall remain fully liable for each sub-contractor's obligations and liabilities as for its own.
- 22 The warranties and guarantees of the Seller as stated in clause 17 shall be in force for twenty-four (24) months after the date of delivery of the goods. When defective goods have been remedied or replaced, the Seller shall be liable for defects in such goods under the same terms and conditions as those applicable to the original goods and the time set in this clause counted from the date of remedy or replacement.

PRODUCT LIABILITY

- 23 Should the purchased goods have a defect which causes damage to persons or to property other than the purchased goods, the Seller shall indemnify and hold the Buyer harmless for any cost, loss or expenses relating to such damage, including legal fees.

缺陷保證和責任

17. 賣方保證貨物符合規範，並且 (i) 符合本合約要求； (ii) 能夠滿足預期使用目的； (iii) 遵守法律、法規和貿易標準中規定的任何要求； (iv) 在生產、設計、材料和工藝方面沒有缺陷和不合格。不符合上述規定的貨物將被視為有缺陷。
18. 買方應在交貨後的合理時間內對貨物進行檢查，但該檢查不免除買方日後發現貨物缺陷時通知賣方的權利，即由於貨物缺陷可能在任何場合任何時間任何部位出現，買方有權在發現該缺陷時隨時通知賣方。
- 在收到此類通知後，賣方應根據買方的要求：
- 在收到通知後儘快修理或更換有缺陷的貨物；
 - 向買方退還與此貨物有關的所有對價；或者
 - 終止合約或訂單，如果該缺陷為重大缺陷。

此外，買方有權就其因該缺陷而遭受的支出、損失和損害獲得賠償。

本條款項下的核對總和批准並不意味著買方接受貨物，也不免除賣方在本協議項下的任何責任和義務。

19. 根據第 18 條退回給賣方的貨物將由賣方承擔相關費用和風險。
20. 支付貨款不應被視為買方接受貨物，也不影響買方根據第 17-18 條享有的任何權利。
21. 賣方應確保其外包商（如果有）在所有方面都按照本合約行事，並且賣方應對每個外包商的義務和責任承擔全部責任。
22. 第 17 條所述的賣方品質保證責任在貨物交付之日起二十四（24）個月內有效。當有缺陷的貨物被修復或更換後，自修復或更換之日起二十四（24）個月內，賣方應按照與原貨物相同的標準對此被修復或更換貨物的缺陷負責。

產品責任

23. 如果貨物存在缺陷，導致貨物以外的人身或財產遭受損害，賣方應賠償買方，使買方免于承擔與此損害有關的任何支出、損失或費用，包括律師費。

INSURANCE

- 24 The Seller shall maintain adequate liability, including but not limited to product liability, insurance, covering claims up to a maximum of 5 million EURO per claim.

LIABILITY FOR INFRINGEMENTS

- 25 The Seller shall be responsible for any infringement the goods may constitute in any intellectual property right of a third party and undertakes to indemnify and hold the Buyer harmless for any cost, loss or expenses in relating to any such infringement.

GROUND FOR RELIEF (FORCE MAJEURE)

- 26 Neither party shall be liable for any failure or delay in performance of its obligations under the Contract arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control and which could not reasonably be foreseen, including, without limitation; fire, flood, earthquake or like acts of God, acts of war or terrorism, civil or military disturbances, industrial disputes, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause. The party wishing to claim relief under this clause shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.
- 27 Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party, if performance of the Contract is delayed more than three months by reason of any grounds for relief as described in clause 26.

TERMINATION

- 28 Either party may at any time terminate the Order or the Contracts, with immediate effect and without compensation to the other party if:
- the other party should pass a resolution, or any court should make an order, that the other party shall be wound up or if a trustee in bankruptcy, insolvency, liquidator, receiver, or manager on behalf of a creditor should be appointed or if circumstances shall arise which would entitle the court or a creditor to make a winding-up order, or
 - the other party has materially breached the Contract.

ASSIGNMENT

- 29 The Seller may not assign a Contract or the rights and obligations hereunder without the prior written consent by the Buyer.

保險

24. 賣方應投保足夠的責任保險，包括但不限於產品責任險，每項保險應至少能償付 500 萬歐元。

侵權責任

25. 賣方應就貨物對協力廠商智慧財產權造成的任何侵權負責，賣方承諾賠償買方因此類侵權遭受的任何損失或費用支出，以使買方免受損害。

救濟理由 (不可抗力)

26. 下列超出合理控制範圍且無法預見的情況 (包括但不限於該情況) 直接或間接導致未能或遲延履行本合約項下義務時，任何一方都不承擔任何責任：火災、洪水、地震或類似天災、戰爭或恐怖主義行為、民事或軍事動亂、勞資糾紛、徵用、扣押、貿易和貨幣限制、叛亂和民變、運輸短缺、材料普遍短缺、電力供應短缺、本條款所提及情況引起的外包商缺陷或交付延遲。希望根據本條款要求救濟的一方應防止損失擴大，並立即將相關情況以書面形式通知另一方。
27. 儘管本通用條款有其他規定，如果第 26 條所述的任何情況導致合約履行延遲超過三個月，任何一方均有權通過書面形式通知另一方終止合約。

終止

28. 如果出現以下情況，任何一方均可隨時終止訂單或合約且無需承擔任何賠償責任，該解除通知一經送達立即生效：
- 另一方通過決議或法院作出裁判決定解散公司，或者任命破產管理人、重整管理人、破產清算人、接管人或債權人會議主席，或者出現使法院有權管轄的情況，或者債權人申請破產重整，或者
 - 另一方嚴重違反合約。

任務

29. 未經買方事先書面同意，賣方不得轉讓本合約或本合約項下的權利和義務。

NEFAB GENERAL CONDITIONS OF PURCHASE (THE "GENERAL CONDITIONS")

耐帆一般採購條款 (「通用條款」)

Valid from Mar 2023 2023 年 3 月起生效



CONFIDENTIALITY

- 30 The Seller undertakes to keep confidential any information relating to the business relationship with the Buyer and will refrain from using the Buyers' name in marketing or otherwise. Any drawings or any other documentation provided to the Seller will be the sole property of the Buyer and the Seller undertakes not to transmit any such information to any third party or to use the information contained in such documents for any other purpose than the due fulfilment of Contract.

CODE OF CONDUCT

- 31 The Code of Conduct of the Buyer is available at <https://www.nefab.com/en/sustainability/code-of-conduct/>. The Seller acknowledges the Code of Conduct of the Buyer and commits to follow the Code of Conduct as applicable from time to time, as well as incorporate the rules therein in its business. The Seller shall ensure that its sub-contractors, if any, act in accordance with the Code of Conduct. The Seller shall, upon the Buyer's request, demonstrate its compliance with the Code of Conduct. In the event of the Seller's breach of or non-compliance with the Code of Conduct, the Buyer shall have the right to immediately and without any cost or other compensation to Seller terminate the Contract by giving the Seller written notice thereof.

DISPUTES: APPLICABLE LAW

- 32 Any dispute, controversy or claim arising out of or in connection with these General Conditions and any Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of Taiwan.
- 33 NEFAB Taiwan substantive law shall apply for these General Conditions and Contracts as well as any disputes relating to these. The contractual language is English and Chinese, if there are any conflicts or difference between the English and Chinese, the English shall prevail.

NOTICE

- 34 Any notice required or permitted to be given by either party under the Contract shall be in writing in English and may be sent by registered airmail letter, by e-mail or by personal delivery. Notices shall be sent or given to the other party's appointed representative.

COMPLIANCE OF ENVIRONMENTAL LAWS AND REGULATIONS

(APPLICABLE TO SELLERS THAT PERFORM SUBCONTRACTED WORK IN BUYER'S FACILITIES OR ON BEHALF OF THE BUYER)

- 35 The Supplier is obliged to implement and to comply with any and all from time to time applicable environmental laws and regulations associated with the performance of activities in relation to waste management, air emissions, noise or spills, demanding compliance in any work carried out on the Buyer's or its customers' facilities.

保密

30. 賣方承諾對與買方業務關係有關的任何資訊保密，並避免在行銷或其他方面使用買方的名稱。提供給賣方的任何圖紙或其他任何文件是買方的唯一財產，賣方承諾不將此類資訊洩露給協力廠商或基於履行合約之外的其他目的及使用此類文件中包含的資訊。

行為準則

31. 買方行為準則可在 <https://www.nefab.com/en/sustainability/code-of-conduct/> 上取得。賣方認可買方行為準則並承諾遵守不時修改的行為準則，並在業務活動中落實該規則。賣方應保證其分包商(如有)按行為準則行事。經買方要求，賣方應證明其遵守行為準則。如果賣方違反或不遵守行為準則，買方有權立即向賣方發出書面通知終止合約，且無需向賣方支付任何費用或進行補償。

爭議：適用法律

32. 因本一般條件和任何合約或其違約、終止或無效而引起的或與之相關的任何爭議、爭議或索賠，應根據台灣仲裁規則，透過仲裁最終決議。
33. 台灣實體法適用於本通用條款和相關合約，以及與此有關的所有爭議。合約語言為英文及中文，如果在英文和中文間的意義有衝突，以英文為準。

告知

34. 任何根據合約要求或另一方允許所發出的通知均應採用英文書就，並通過航空掛號郵件、電子郵件或專人遞送的方式發送。通知應發送給另一方指定的代表。

遵守環境法規

(適用於在買方工廠或代表買方進行分包工作的賣方)

35. 賣方有義務時刻遵守和落實與廢物管理、廢氣排放、噪音或洩漏活動相關的任何環境法律法規，賣方在買方及其客戶場所進行的一切活動都應當符合規定。

HEALTH AND SAFETY

(APPLICABLE TO SELLERS THAT PERFORM SUBCONTRACTED WORK IN THE BUYER'S FACILITIES OR ON BEHALF OF THE BUYER)

- 36 The Seller shall provide safety personnel and security elements required to carry out the relevant work.
- 37 The Seller shall obtain the appropriate permissions for entry into work areas and the relevant facilities of the Buyer from the person in charge at the facility, without whose approval the Seller shall not initiate any work. The Seller shall also at all times fully comply with the instructions given.
- 38 Before any work is started and on a daily basis, the Seller shall submit to the Buyer's person in charge at the facility a nominal list of staff who will enter the facility for or on behalf of the Seller in execution of work under a contract. If workers do not change during the contract, initial presentation of this information shall be considered sufficient.
- 39 If the Seller requests third company's services to develop works under contract, the Seller shall inform and get the prior approval from the Buyer, and the Seller shall thereafter establish appropriate coordination. The Seller will be fully liable and responsible for any work or action by such third company and its staff, and shall enforce in relation to the third company the instructions, standards and work procedures, laws, regulations and contractual provisions applicable from time to time.
- 40 The Seller shall, and shall procure that its employees and representatives, at all times fully observe any and all instructions, standards and mandatory work procedures to be applied at the Buyer's or its customers' facilities, and laws, regulations and contractual provisions applicable from time to time.
- 41 Expressly, the "Seller" declares to know Legal Norms and Application Instructions regarding Occupational Health and Safety.

LEGAL AND OTHER QUALITY STATEMENTS AND REPORTS

- 42 The Seller shall provide the Buyer with any and all statements and reports required according to applicable laws and regulations related to an Order or Contract, such as license, authorizations or statements of compliance. Mentioned documents will be considered as mandatory for invoicing of supplied products and services under an Order or Contract.
- 43 The Seller shall provide the Buyer with any and all documents regarding technical features of supplied products and services under an Order or Contract, including but not limited to those concerning quality and compliance according to an Order or Contract.

AUDITS

- 44 The Buyer is authorized to perform audits of the Seller's facilities and/or production processes in order to verify that supplied products and services under an Order or Contract comply with agreed quality requirements and the provisions of the Contract. The Seller may request from the Buyer information about the results of the audit and shall be entitled to present evidence against potential non-conformities. The Seller shall establish appropriate corrective and preventive actions to correct any defects found which could lead to deviations of supplied product or service quality.

健康和安

(適用於在買方工廠或代表買方進行分包工作的賣方)

36. 賣方應提供開展相關工作所需的安全人員和安全要素。
37. 賣方應從買方現場負責人獲得進入買方工作區域的許可，未經其批准，賣方不得進行任何工作。賣方還應始終完全遵守其指示。
38. 在任何工作開始之前，賣方應向買方代表提交每日代表賣方進入買方場所及執行合約約定任務的人員名單。如果合約期間相關工作人員不會發生變化，則提交一次名單即可。
39. 如果賣方欲將本合約項下工作分包給協力廠商，賣方應事先通知買方並征得買方同意，賣方應進行適當協調和監督。賣方應對該協力廠商公司及其員工的任何工作或行為承擔全部責任，並落實不時修改的關於協力廠商公司的指示、標準和工作程式、法律法規和合約約定。
40. 賣方應始終完全遵守適用於買方或其客戶場所的任何指示、標準和強制性工作程式，以及不時修改的法律法規和合約規定，並督促其員工和代表遵守。
41. 賣方在此承諾知曉有關職業健康和安全的法律規範和說明。

法律及其他品質聲明和報告

42. 賣方應根據與訂單或合約相關的法律和法規要求向買方提供聲明和報告，例如許可證、授權或合規聲明。提供上述檔應被視為針對訂單或合約項下提供產品和服務開具發票前應履行的強制性義務。
43. 賣方應向買方提供與訂單或合約項下提供的產品和服務的技術特徵有關的所有檔，包括但不限於根據訂單或合約制作的品質標準。

審核

44. 買方被授權對賣方場所和/或生產過程進行稽核，以確保賣方根據訂單或合約提供的產品和服務符合商定的品質要求和合約規定。賣方可要求買方提供有關稽核結果的資訊，並有權提出證據反駁不符合項。賣方應制定適當的預防和改進措施，以糾正被發現的任何可能導致所提供產品或服務出現品質問題的缺陷。

DATA PROTECTION

- 45 If either party under applicable law should be considered processing data on behalf of the other party, the parties shall enter into a separate data processing agreement.
- 46 Both parties shall have the right to process necessary personal data concerning the other party's employees or other contact persons that may be acquired in connection with the Contract, including, but not limited to, names and contact details. Each party processing personal data in accordance with this clause shall be considered controller regarding their respective processing. The purpose of the processing is to enable the performance of the parties' respective obligations and cooperation under the Contract, such as the administration of the contractual relationship, the provision of information and other communication. The processing of personal data will be supported by a balance of interests in order to meet each party's legitimate needs in managing the contractual relationship.
- 47 For more information about Nefab's processing of personal data and the rights of data subjects, see "Information to Business Partners" on Nefab's website, www.nefab.com, or contact privacy@nefab.com.
- 48 Each party is obliged to ensure that its employees and other potential contact persons whose personal data is processed by the other party have received information on the processing in accordance with clauses 45-47.

資料保護

45. 如果根據法律任何一方將被視為代表另一方處理資訊，則雙方應簽訂單獨的資訊處理協定。
46. 雙方均有權處理因履行合約而獲得的與另一方員工或其他連絡人有關的必要個人資訊，包括但不限於姓名和聯繫方式。根據本條款處理個人資訊的每一方都應被視為其處理資訊的控制者。各方因基於履行本合約項下義務的目的處理資訊，如維繫合約關係、提供資料和交流。為了滿足各方關於維持合約關係的合法需求，處理個人資訊將基於利益考量而得到支持。
47. 耐帆處理個人資訊的權利和程式等更多資訊，請參閱耐帆官網 www.nefab.com 上的檔“致業務合作夥伴的聲明”，或聯繫 privacy@nefab.com。
48. 每一方都有義務確保個人資料將被另一方處理的員工和其他人員已知曉第 45-47 條規定。