



華信光電科技股份有限公司  
Arima Lasers Corporation

# 品質、職業健康與安全、 環境保護及社會責任協議

Agreement on Quality, Occupational Health and Safety,  
Environmental Protection and Social Responsibility

Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility

(品質保證協議)  
(Quality Assurance Agreement)

(起始日期：2017/12 月)  
(as at 12/2017)

協議雙方  
Between

華信光電科技股份有限公司  
ARIMA LASERS CORPORATION

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以上簡稱為華信光電  
-hereinafter referred to as “ALC”-

與  
and

>請填寫供應商公司全名-中文/Please fill in the SUPPLIER's company name\_Chinese<

>請填寫供應商公司全名英文/ Please fill in the SUPPLIER's company name\_English<

【請填寫供應商公司地址-中文/ Please fill in the SUPPLIER's address\_Chinese 】

【請填寫供應商公司地址-英文/ Please fill in the SUPPLIER's address\_ English 】

同時代表供應商直接或間接持有大多數股份的子公司  
also in the name of and on behalf of subsidiaries in which the SUPPLIER directly or indirectly  
has a majority stake

- 以下簡稱為供應商-  
-hereinafter referred to as the “SUPPLIER” -

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## 序言 Preamble

本協議建構成華信光電科技股份有限公司(以下簡稱華信光電)供應商協議的一部份，並對供應商和華信光電之間的業務關係具有約束性；並在相互衝突的情形下，本協議優先於任何單獨的品質保證協議。

This Agreement forms part of the supply agreement with Arima Lasers Corporation (ALC) and is binding for business relationships between the SUPPLIER and the companies of the ALC Group and in the event of contradiction takes precedence over any individual quality assurance agreements.

本協議的標的為供應商提供的所有產品或服務。

The subject of the Agreement are all products or services supplied by the SUPPLIER。

## 1. 供應商管理體系 SUPPLIER Management Systems

供應商應承諾維護至少符合 ISO 9001 的經認證管理體系。

The SUPPLIER shall undertake to maintain a certified management system which satisfies ISO 9001 as a minimum.

如果供應商供應的產品將用於華信光電汽車產品，則供應商應另行承諾維護符合 IATF 16949 經認證的管理體系。如果供應商的管理體系未獲得 IATF 16949 認證，則須通過華信光電之稽核認證。如果供應商因其業務經營性質未能獲得 IATF 16949 認證，則供應商應承諾維護符合 ISO 9001 的認證的管理體系。

If the SUPPLIER supplies products to be incorporated into ALC automotive products, it shall additionally undertake to maintain the ALC certified management system in accordance with IATF 16949. If the SUPPLIER does not maintain a certified management system in accordance with IATF 16949, it shall undertake to further develop its system in this regard. If the SUPPLIER cannot obtain IATF 16949 certification due to the nature of its business operation, it shall undertake to maintain a certified management system in accordance with ISO 9001.

專門行業、專門材料方面需要遵守的要求必須另行說明。

The observance of sector-specific and material field-specific requirements must additionally be demonstrated.

如果供應商同時是一家製造商，則該供應商應承諾引進/另行開發符合 ISO 14001 的一套環境管理體系(EMS)或者一套與此相當的環境管理體系。

Where the SUPPLIER is also the manufacturer, it shall undertake to introduce/further develop an environmental management system (EMS) in accordance with ISO 14001 or a comparable environmental management system.

做為相應管理體系的客觀證據，供應商應主動地向華信提供相關證書副本。

As objective evidence of the corresponding management systems, the SUPPLIER shall provide

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ALC unsolicited copies of the applicable available certificates.

如果重新簽發證書受到耽誤，則供應商應在當前證書到期之前通知華信光電，說明重新認證的日期。此後，供應商應主動向華信光電提供認證機構簽發的認證通過之確認函。

Should the reissuing of a certificate be delayed, the SUPPLIER shall notify ALC before the current certificate expires, indicating the recertification date. The SUPPLIER shall then provide to ALC unsolicited the confirmation from the certification authority of the recertification.

如果未依約定時間提交有效的證書或者取得相應證書，在警告無效的情況下，華信光電將有權終止現有供應協議，並立即生效。在該終止情形下，供應商將無權向華信光電要求任何賠償。

If the valid certificates or binding schedules for obtaining the corresponding certificates have not been presented. After warning was ignored, ALC is entitled to the exceptional termination with immediate effect of existing supply agreements. In the event of such a termination, the SUPPLIER shall have no right to any compensation from ALC.

在撤銷證書的情形下，供應商立刻通知華信光電。

The SUPPLIER shall notify ALC promptly in the event of the revocation of its certificates.

## **2. 分包商管理體系 Management Systems of Subcontractors**

基於整個供應鏈的預防性品質保證目標(避免過失、持續改進)，供應商應確保其分包商已引進並維護符合 ISO 9001 的品質體系。

With the goal of preventive quality assurance (fault avoidance, continuous improvement) across the entire supply chain, the SUPPLIER shall ensure that its subcontractors have introduced and maintained a quality system in accordance with ISO 9001.

如果將供應商供應的產品用於華信光電汽車產品，則供應商應要求其分包商至少維護符合 ISO 9001 的認證的管理體系，並要求他們另行發展自身的體系以滿足 IATF 16949 要求為目標。

If the SUPPLIER supplies products to be incorporated into ALC automotive products, it shall require of its subcontractors that they maintain a certified management system satisfying ISO 9001 as a minimum, and moreover that they further develop their system to meet the target of requirements of IATF 16949.

供應商應遵守的專門行業和專門材料要求必須另行說明。

The observance by the SUPPLIER of sector, specific and material field-specific requirements must additionally be demonstrated.

華信光電可要求供應商證明其對分包商的管理體系的有效性感到滿意。同時，供應商應該像負責其自身過失一樣的負責其分包商的過失。

ALC can demand that the SUPPLIER prove that it satisfied itself of the effectiveness of the management systems of its subcontractors. The SUPPLIER shall be held responsible for faults of its subcontractors to the same degree as if the faults were its own.

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### 3. 供應商或分包商審核 Audit at SUPPLIER or Subcontractor

華信光電認可供應商管理體系能夠跟隨最新的技術發展，並因此有能力獨立地展開問題分析、採取必要的品質保證措施甚至審核工作。但是，華信光電保留對供應商和分包商實施稽核的權利。

ALC acknowledges where the SUPPLIER maintains management systems up to date with the latest technological developments and is thus capable of independently carrying out problem analyses, the necessary quality assurance measures and even audits, Nevertheless, ALC reserves the right to carry out audits of the SUPPLIER and subcontractors itself.

應事先通知和協商後展開稽核工作。若有需要，供應商應對臨時通知的稽核請求提供協助。

Audits are always carried out after prior notification and consultation. If required, the SUPPLIER SHALL FACILITATE requests for an audit at short notice.

供應商應授權華信光電及其客戶(如必要)查驗所有工廠區域、檢測部門、倉庫和相鄰地區，並查閱所有相關品質文件。但華信光電在檢查過程中應接受供應商就保護商業秘密所規定的必要、合理限制。

The SUPPLIER shall grant ALC and, if necessary, its customers, access to all plant areas test departments, warehouses and adjoining areas as well as access to all quality-relevant documents. Necessary and reasonable restrictions on the part of the SUPPLIER to safeguard business secrets shall be accepted.

華信光電應將稽核結果告知供應商，如果華信光電認為有必要採取措施，則供應商有責任立刻草擬行動計劃並及時自行承擔費用予以實施，且應通知華信光電已完成事項。

ALC shall inform the SUPPLIER of the result of these audits. If ALC is of the opinion that measures are required, the SUPPLIER is obliged to promptly draw up an action plan, implement it in a timely manner at its own cost, and notify ALC that it has done so.

若分包商發生任何品質問題，則供應商經要求後，應為華信光電和其客戶(如必要)爭取對其分包商進行現場稽核的機會。

If quality problems caused by a subcontractor arise, the SUPPLIER shall, if required, obtain an opportunity for ALC and, where necessary, its customers to carry out an on-site audit of this subcontractor.

如果供應商或其分包商有充份的理由反對華信光電或其客戶參與稽核，則華信光電應準備好由代表華信光電和/或其客戶利益的第三方實施稽核，費用由供應商承擔。

If the SUPPLIER or its subcontractor has sufficient grounds for an objection to ALC or its customers taking part in an audit, ALC shall be prepared to have the audit carried out at the SUPPLIER'S cost by a third party that will represent the interests of ALC and/or its customers.

### 4. 告知和存檔 Information and Documentation

如果顯然不能滿足協議上有關品質特性、時間表、交貨數量或包裝要求，則供應商應立刻通知華信光電。如果交貨之後發現任何偏差，供應商也應立刻通知華信光電，供應商應披露所有需要的數據

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和事實以便迅速解決問題。

If it becomes apparent that agreements on, for example, quality features, schedules, delivered quantities or packaging requirements cannot be met, the SUPPLIER shall inform ALC immediately. The SUPPLIER shall also inform ALC immediately of any deviations identified after delivery. The SUPPLIER shall disclose all required data and facts in the interests of a speedy resolution.

供應商有責任在發生以下事項之前取得華信光電的書面批准。

The SUPPLIER is obliged to obtain the written approval of ALC prior to.

更改產品或包裝

Changing the product or packaging.

對於影響產品特性/外觀之生產方法、設備、過程和材料進行任何更改(也適用於分包商)

Making any changes to the production methods, equipments ,processes and materials (also at subcontractors) affected product characteristics/appearance.

更換分包商

Changing subcontractors

對於影響產品特性/外觀之測試方式/設備更改

Making any changes to test methods/equipment affected product characteristics/appearance.

更換廠址或設立新生產地點

Relocating or setting up a production sites.

對於影響產品特性/外觀之生產設備，於同地址移至不同樓層或不同廠區或廠房

The production equipment, affected product characteristics/appearance, was moved to different floors or different factory areas or factories in the same address.

並提供關於此方面的約定品質文件。

and to provide the quality documentation agreed in this regard.

如果供應商未經華信光電事先批准而進行上述更改，則華信光電有權不經通知而終止現行供應商協議。並立刻生效，在該終止情形下，供應商無權向華信光電 要求任何賠償。

If the SUPPLIER introduces the abovementioned changes without the approval of ALC,

ALC shall be entitled to the exceptional termination with immediate effect of existing supply agreements. In the event of such a termination, the SUPPLIER shall have no right to any compensation from ALC.

對於 SOP 後和上述更改措施後的前三次交貨，必須對各個出貨地之出貨相關文件及外箱註明變更標識。

The first three deliveries after SOP and after the abovementioned change measures must be identified in the shipping documents /packaging slips for each delivery address .

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供應商應記載產品的所有變更以及產品歷史過程中的所有變更，並應華信光電要求提供給華信光電。

The SUPPLIER shall document all changes to the product and in the process chain in a product history and shall submit this to ALC upon request.

自連續生產的最後一次交貨之日起，至少應將所有相關合約、產品文件和品質記錄存檔 16 年。

The archiving duration, beginning with the last delivery from serial production, of all contract-relevant and product-relevant documents and quality records shall be at least 16 years .

必須以第三方無法取得的方式存檔和處理保密文件和記錄。

The confidential documents and records must be archived and disposed of in such a manner that they are not accessible to third parties.

## 5.關於產品生命週期的協議 Agreements Regarding the Product History

### 5.1 開發、計劃及放行 Development, Planning ,Release

如果下達給供應商的訂單包括開發任務，則續約方應書面規定要求，比如以需求說明書的形式。供應商承諾在產品、工序和其它跨部門任務的規劃階段實施項目管理。文件應採取品質管理計劃和/或項目管理計劃的形式。

If the order placed with the SUPPLIER includes development tasks, the contracting party will set out the requirements in writing ,e.g.in the form of a requirements specification. The SUPPLIER undertakes to carry out project management in the planning phase of products, processes, and other cross-divisional tasks. The documentation shall be in the form of quality management plans and/or project management plans.

在合約審核過程中，供應商應確認所有接收到的技術文件的可行性，如規範、圖紙、零件清單、CAD 資料、包裝要求及規範，以及符合供應商所在地/本地(華信/台灣)/客戶地之法規/法令。對於發現的任何缺陷、風險和改進可能性，供應商應立即通知華信光電。

In the course of the contract review, the SUPPLIER shall check for feasibility all technical documentation such as specifications, drawings , parts lists, CAD data, packaging requirements ,and norms upon receipt and compliance with the regulations/decrees of the supplier's location/local (ALC/Taiwan)/customer's place. The SUPPLIER shall promptly inform ALC of any defects risks, and improvement possibilities thereby discovered.

在開發階段，供應商應採用合適的預防性品質規劃方法，如可行性分析、可靠度研究、風險分析、失效模式及效應分析(FMEA)。

During the development phase, the SUPPLIER shall apply suitable preventive quality planning methods, e.g.feasibility analysis, reliability studies, risk analysis and FMEA.

失效模式及效應分析在汽車行業是強制性的，在非汽車行業也是推薦的，其過程基於德國汽車工業協會第 4 卷(或美國汽車工業行動集團之汽車行業核心工具-失效模式及後果分析手冊)。



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Performance of the FMEA is mandatory in the automotive sector and preferable in the nonautomotive sector, with the process to be based on e.g. VDA Volume 4, AIAG (or Automotive Core tools of AIAG-FMEA Handbook)

供應商應考慮先前類似項目(流程、流程資料、可行性研究等)方面的經驗。

The SUPPLIER shall take experiences from previous/similar projects(processes, process data, feasibility studies etc.) into account.

供應商應與華信光電約定並記錄原型及試產樣品的製造和檢測情況。必須按接近系列產品生產的條件生產試製零件。

The SUPPLIER shall agree and document the manufacturing and test conditions for prototypes and preproduction parts with ALC. Preproduction parts must be manufactured under conditions close to those of series production.

供應商將在所有特性方面實施過程規劃(工作計劃、檢測計劃、操作用品、工具、機器等)。對於功能和過程有關鍵意義的特性包含但不限於 Ppk/Cpk...等，供應商應根據統計標準檢查生產設備的適宜性包含但不限於維護目標的績效審查(如 EE/MTTR/MTBF 擇一及保養達成率)(僅對車用產品)，並記錄結果。

The SUPPLIER will carry out process planning(work plans, test plans, operating supplies, tools, machines, etc.) for all features including but not limited to Ppk/Cpk...and so on. For function and process-critical features, the SUPPLIER shall check the suitability of the production equipment based on statistical criteria and shall document the results including but not limited to performance review of maintenance objectives (eg EE/MTTR/MTBF alternative and maintenance completion rate)(automobile products only).

供應商將根據華信光電要求之抽樣標準進行抽樣，並必須留存紀錄備查。

The sampling is to be carried out in accordance with ALC-specific sampling requirements and must to be documented in an auditable fashion.

如果供應商認為無法滿足這些約定，則應立刻通知華信光電的採購部門，如果存在偏離規範的情形，則華信光電應就接下來的行動內容做出決定。

If the SUPPLIER recognizes that the agreements cannot be met, the purchasing department at ALC must be informed immediately. ALC shall make a decision about the further course of action if there are deviations from the specifications.

在取得華信光電准予發貨的指示後方可開始連續交貨。但是，華信光電准予交貨並不免除供應商對其產生缺陷的責任。

A series delivery may only be started once release form ALC has been obtained. The release does not free the SUPPLIER from its liability for defects.

經要求後，必須允許華信光電查閱第 5.1 款中提及的所有文件。

ALC must be granted access to all documents in this Section 5.1 on request.

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## 5.2 生產、產品標籤、可追溯性及保固 Production, Labeling of Products, Traceability, Warranty

如果發生過程中斷或品質偏差情形，則供應商分析原因，提出矯正措施，確認措施有效性並記錄程序。

In the event of process disruptions and quality deviations, the SUPPLIER shall analyze the causes, introduce corrective measures, check their effectiveness and document the procedure.

如果供應商無法交付符合規範的任何產品，則供應商必須在交貨前取得華信光電的批准。

If the SUPPLIER is unable to deliver any products according to the specifications, it must obtain a deviation approval from ALC before delivery.

供應商有責任根據與華信光電之間的約定對產品、零件和包裝進行標記。必須確保已包裝產品的標記即使在運輸和存儲過程中也是清晰可辨的。

The SUPPLIER is obliged to label products, parts and packaging in accordance with the agreements made with ALC. It must ensure that labeling of the packaged products is legible even during transportation and storage.

供應商承諾確保遵守先進先出原則，確保其交付產品於出貨日起保證至少有效期限270天及為可追溯性產品。如果發現缺陷，則必須在一個工作日內確定缺陷零件/產品/批次的圍堵措施以及生產日期。

The SUPPLIER undertakes to ensure the FIFO principle, validation of 270 days at least from shipment date and the traceability of the products it delivers. If a defect is identified, the containment of the faulty parts/products/batches and production data must be guaranteed within one working day.

當有為其產品提供保固需求時，供應商應實施一保固管理過程包含保固零件分析方法如 NTF(未發現問題)。

When there is a warranty requirement for its product, the SUPPLIER shall implement a warranty management process including a warranty part analysis method such as NTF (no trouble found).

必須將華信光電提供的生產、測量和檢驗設備，尤其是涉及產品交付的設備和設施，標註為華信光電財產。供應商應負責使此等設備和設施處於良好狀況功能，並應安排維護和維修。

Production and measuring and inspection equipment supplied by ALC, in particular equipment and facilities relating to the obtaining of deliveries, are be labeled as ALC property. The SUPPLIER is responsible for sound condition and proper functioning and shall arrange for maintenance and repair.

## 5.3 交貨、進貨檢驗 Delivery, Goods Received Inspection

供應商應根據華信光電的交貨及包裝規範使用適當的運輸方式交付產品，以避免損壞和品質損害(如污染、腐蝕、化學反應)

The SUPPLIER shall deliver the products in a suitable means of transport in accordance with the ALC delivery and packaging specifications in order to avoid damage and quality impair-

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ments(e.g.contamination, corrosion, chemical reactions).

華信光電的進貨檢驗僅限於可外部識別的運輸損壞以及訂購的產品數量和特徵是否符合貨運單據。  
發現的任何缺陷應立即彙報。

The goods received inspection at ALC is limited solely to transport damage that can be identified externally and to determining whether the quantity and the identity of the products ordered correspond to shipping documents. Any defects identified shall be reported immediately.

對於通過該種方式無法發現的缺陷，一旦在正常經營活動中發現，應立即通知給供應商，同樣地；  
對於延遲的缺陷通知，供應商應放棄提出異議的權利。

Defects not detected in this way shall be notified to SUPPLIER promptly as soon as they are discovered according to the circumstances of the normal course of business. As such, the SUPPLIER shall waive the right to object in this regard about the notice of defects being late.

供應商必須使其品質系統和採取的品質保證措施以適應簡化的產品進貨檢驗。

The SUPPLIER must adapt its quality system and its quality assurance measures to this reduced goods received inspection.

#### 5.4 客訴、問題解決及 8D 報告 Complaints, Solving Problems,8D Report

如果華信光電向供應商指出了缺陷，則供應商應立即實施缺陷分析，如果需要，華信光電應在盡可能的情況下提供支援。

If defects are signaled to the SUPPLIER by ALC, the SUPPLIER shall promptly carry out a fault analysis, for which ALC will provide support if required and insofar as possible.

供應商應召回約定範圍內被投訴的產品。

The SUPPLIER shall take back products that are subject to a complaint in the agreed scope.

必須按照 8D 方法處理投訴問題。為此，必須遵守 7 個工作日回覆 8D 報告以及影響處理時間的其它華信光電約定，經華信光電請求後，供應商必須提供採用”5-Why”或 Ishikawa 法實施原因分析的證據，以及過程分析或過程稽核的證據。

Complaints must always be processed in accordance with the 8D method. The SUPPLIER provide 8D report in seven working days and other ALC agreements affecting the processing time must be observed. At ALC’S request, the SUPPLIER must proof the performance of the cause analysis with the 5-Why or Ishikawa method as well as additionally carrying out a process analysis or a process audit.

使用華信光電規定的採購資源或者通過華信光電合約協商採購並不免除供應商保證所購產品品質的責任。

The SUPPLIER use procurement sources stipulated by ALC or negotiated via a ALC contract does not free the SUPPLIER from the responsibility to ensure the quality of the procured products.

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供應商應立即直接地向分包商傳達客訴情況，供應商應將各客訴處理的最新情況通知華信光電。

Complaints shall be promptly made by the SUPPLIER directly to the subcontractor.

The SUPPLIER shall notify ALC about the respective current status of the complaint processing.

#### 5.5 持續改進過程(CIP) Continuous Improvement Process(CIP)

供應商承諾遵守持續改善過程，並將所有相關企業納入該持續改善過程中。相關品質訊息(如來自於 ALC 或其客戶之計分卡，當適用時)必須可視化，並納入管理控制範圍。

The SUPPLIER undertakes to maintain a Continuous Improvement Process and to include all relevant associates in it. Quality-relevant information (such as scorecards from ALC or its customers, when applicable) must be visualized and short control loops installed.

#### 5.6 重新認可檢驗、過程能力 Requalification Inspection, Process Capabilities

供應商交付給華信光電之車用產品每年必須接受一次重新認可檢驗以檢查所有尺寸(全尺寸量測)、功能性特徵和材料是否符合要求。

Unless otherwise specified, the automotive products delivered to ALC must annually under go a requalification inspection, in which all measurements, functional features and the material are inspected to check that they meet their requirements.

在生產過程中，供應商承諾通過運用統計過程控制(SPC)確保製程能力，供應商必須應華信光電要求向其提供 SPC 的統計數據。

In the production processes, the SUPPLIER undertakes to ensure continuous process capability through application of statistical process control (SPC). The SUPPLIER must provide ALC on request with the statistical data in SPC format.

### 6. 品質目標 Quality Targets

由於華信光電與其客戶相互依存，在與華信光電的合作中，供應商應致力於實現零缺陷的目標，並在內部和分包商之間傳達該零缺陷目標。

As ALC is with its customers, the SUPPLIER shall be committed to the zero defect goal in relation to ALC and shall communicate it both internally and to its subcontractors.

如果不能確保無缺陷交貨，則供應商應引進持續改善措施，並達到零缺陷目標。

Insofar as fault-free delivery is not ensured, the SUPPLIER shall introduce measures for continuous improvement and attainment of the zero defect goal.

預防性品質保證或品質相關主題的討論、以及故障和重要議題討論..等，均應在締約方要求之下召開。如果某一問題升級，供應商管理層有義務參與會議。

Quality discussions with topics such as preventive quality assurance, evaluation of the exchanged quality-related data, discussions of faults, discussion of current topics etc. shall take place at the request of a contracting party. If a matter is escalated, the SUPPLIER shall be obliged to take part in meetings at management level.

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## **7.環境保護、職業健康及安全、社會責任 Environmental Protection, Occupational Health and Safety and Social Responsibility**

供應商承諾遵守有關環境保護、職業健康和安全的法定條例，透過適當的環境保護管理和公司環保措施將對人類和環境的影響程度降至最低。對於每次交貨，必須遵守華信光電規範物質禁用與聲明之規定。

The SUPPLIER undertakes to comply with the applicable statutory regulations relating to environmental protection and occupational health and safety and to keep to a minimum the effects on people and environment by means of a suitable environmental protection management and company environmental protection measures. For every delivery, the ALC “Prohibition and Declaration of Substances” must be observed.

根據 ALC 的採購情況，供應商應遵守聯合國全球契約。

In accordance with the ALC conditions of purchase, the SUPPLIER shall observe the principles of the UN Global Compact Initiative.

## **8. 協議期限、終止 Agreement Term, Termination**

本協議無固定期限，提前 9 個月發出書面通知後，便可在年底終止該協議，本協議終止不得影響基於本協議而存在的任何其它協議，即品質保證協議中的規定繼續適用，直至這些協議期滿。

This Agreement has no fixed term. It can be terminated by giving nine months' notice in writing to the end of the year. This shall not affect any agreements made under this quality assurance agreement.i.e. the stipulations of the quality assurance agreement shall continue to apply for such agreements until they expire.

這不影響因重大原因終止本協議的權利。

This shall not affect the right to terminate the Agreement for important reasons.

如果供應商違反本協議的規定，在警告無效的情況下，華信光電將有權終止現有供應協議，並立即生效。在該終止情形下，供應商將無權向華信光電要求任何賠償。

If provisions of this Agreement are violated by the SUPPLIER, after warning was ignored, ALC is entitled to the exceptional termination with immediate effect of existing supply agreements. In the event of such a termination, the SUPPLIER shall have no right to any compensation from ALC.

## **9. 語言 Language**

本協議以中、英文文本對照，如兩種文本存有不一致，以中文文本優先。

This Agreement is written in both Chinese and English language. In case of any discrepancy among these two versions, the Chinese version shall prevail.

## **10.最終條款 Final Provisions**

本協議的增補或修訂須根據一般商業慣例由雙方協商，並以雙方書面簽署方式為之。

This Agreement shall be amended or modified, upon mutual consultation in accordance with the

Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility general commercial practices, by an instrument in writing signed by the Parties .

如果本協議的任何規定被認定為部份或全部無效，這將不影響其它規定的效力。在該情形下，雙方應達成最能接近失效規定經濟意向的有效條款。這同樣適用於任何刪減。

Should any of the provisions of this Agreement be partially or wholly invalid, this shall not affect the validity of the other provisions; in this case, the partners shall agree a valid provision that most closely approximates the economic intention of the invalid provision. The same applies to any omissions.

本協議之解釋、效力、履行及其他未盡事宜，悉依中華民國法令處理(但不包括涉外民事法律適用法)。本合約之履行若有爭議或糾紛產生時，雙方同意以臺灣臺北地方法院為第一審管轄法院。

The parties agree that this Agreement shall be governed, interpreted and construed both as to performance and validity in accordance with the laws of the Republic of China, even if its choice of law provisions are in conflict with this requirement. All disputes, controversies or disagreements which may arise between the parties, in relation to or in connection with this Agreement, or for the breach hereof shall be finally settled by the competent courts of Taiwan Taipei District Court which shall have exclusive jurisdiction.

華信光電股份有限公司 Arima Lasers Corporation

日期 Date :

簽名 Signature :

Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility

Manager

Quality Assurance Dept.

**供應商 SUPPLIER**

>請填寫供應商公司全名-中文

Please fill in the SUPPLIER's company name\_Chinese <

>請填寫供應商公司全名-英文

Please fill in the SUPPLIER's company name\_English<

日期 Date :

簽名 Signature :



職位 Position :

SUPPLIER Company Stamp

供應商公司蓋章