

GENERAL TERMS AND CONDITIONS

Rev. 2009.JAN.

PART ONE : INSTRUCTIONS FOR BIDDING

BIDS

1. Bidder (hereinafter called Seller, if successful and awarded a contract) shall submit his bid to Material Department of CSBC Corporation, Taiwan (herein-after called CSBC) in one complete set consisting of quotation, specifications and all other necessary information. The bid after being accepted by CSBC, CSBC will prepare the contract covering the item(s) accepted and one set will be given to the seller. Quotations, specifications and all necessary information which form part of the bid shall be in the English language.
2. Bids shall be submitted to CSBC by or through qualified local firms whose registration cards and tax-paying certificates will be checked before the opening of bids. Bids submitted direct by foreign companies, if they themselves are not manufacturers or producers, must be certified by the manufactures or producers whose products are being offered. Otherwise, the bids will not be considered. Fax or E-mail bid may be considered provided written bid has been airmailed to CSBC before the bidding deadline.
3. In case a bidder is not the agent for the supplies called for in the invitation, he should, on demand, present a power of attorney or letter of authorization and/or original offer from his supplier or manufacturer establishing that he has obtained a bona fide offer to make his bid. If, upon expiration of bid validity, the bidder desires to withdraw his bid, he must submit, on demand, written authorization from his supplier or manufacturer for the withdrawal. For manufactured supplies the name of the manufacturer must be specified by the bidder in his bid.
4. Envelopes containing bids must be sealed and marked on the upper left corner with name and address of bidder, invitation number, date and hour of opening and must be addressed to Material Department of CSBC Corporation, Taiwan.

PRICES

5. Unless otherwise specified, price shall be quoted in US dollars or in other foreign currencies of which the exchange rates are published by Foreign Exchange Trading Center, R.O.C. and should be firm within the validity of the bid specified on the covering letter of invitation to bid. Quotation shall be given on the basis of C&F, or FOB and compared on such specified basis. Itemized unit prices shall be given. Price escalation will not be allowed unless otherwise specified in the Invitation.
6. Bidder must state FOB cost, insurance premium, if any, ocean freight and independent surveyor's charges separately. FOB cost, unless otherwise specified, shall include ex-factory cost, export packing cost, factory inspection charges, inland freight, forwarding fee, certificate charges, export taxes and duties and all other export expenses up to the point of the supplier's obtaining a clean-on-board ocean Bill of Lading (inclusive of Terminal CY or CFS Receiving and Stuffing Charge and/or Wharfage Charge). Ocean Freight, unless otherwise specified, shall include the handling, loading, stowing aboard and trimming ocean vessel at the port of shipment and the discharging expenses at the port of destination but exclude Terminal CY or CFS Receiving/Delivery Charge and/or Wharfage Charge. For the purpose of reference, the bidder is

requested to indicate shipping measurement tons and/or weight of the supplies being offered.

SPECIFICATIONS AND TERMS

7. Bidder shall state in his bid that the supplies he offered fully meet the specifications as contained in the Invitation. In case of any deviation from the specifications and/or standard in order to meet the manufacturer's standard practices, the bidder must clearly and explicitly state and enumerate in detail each deviation. Deviations from specifications and/or standard which, in CSBC's judgement, result in quality or performance inferior to that specified will not be considered.
8. Any reference to catalogue numbers or brand names in the Invitation, unless otherwise specified, is intended to be descriptive and not restrictive and only to indicate to prospective bidders the type of supplies that will be satisfactory. Bids on other makes or brands will also be considered provided the bidder clearly states in his bid exactly what he intends to furnish and forwards with his bid a cut, illustration or other descriptive matter which will clearly indicate the characteristics of the supplies covered by his bid.
9. No bidder will be permitted to alter his bid after the bids have been opened. Only clarifications not changing the substance of the bid may be made and accepted.
10. Unless otherwise specified by the bidder, any of the terms and/or conditions that may appear or have been inadvertently printed or typed on the supplementary materials including literatures, catalogue and/or attachments submitted by the bidder with his bid shall be considered as null and void, and the bid shall be considered as conforming to all the requirements of the Invitation.

BID BOND

11. In case a bid bond is required as stated on the covering letter of invitation to bid, such bid bond not less than five per cent (5%) of the total bid value in the form of cash, R.O.C.'s Government Bond, bank draft, bank guarantee, certified check, or letter of credit shall be posted by all bidders before the opening of bids. If a bidder fails to do so, his bid will not be considered. Said bond shall be in US dollars or other foreign currencies acceptable to CSBC or in the equivalent thereof in New Taiwan dollars at the then prevailing rate of exchange applicable to inward remittance. The bid bond may be posted with any first class bank in Taiwan or its foreign correspondent banks. In the latter case, the bidder is required to bind himself to obtain necessary permit form relevant authorities to transfer the bond to Material Department of CSBC, in case it is confiscated. The bidder should ask the bank where the bond is posted to notify CSBC by SWIFT (Society for Worldwide Inter-bank Financial Telecommunication), at the bidder's expense of the invitation number, bidder's name and the amount of bond received. Such cable advice must reach CSBC before the opening of bids. In case the bid bond is posted by a foreign supplier on behalf of a local bidder in Taiwan, the name of the local bidder must be clearly indicated in the bond document and the above-mentioned cable advice.
12. In case the bid bond is posted in the form of bank guarantee or letter of credit, it must be valid, unless otherwise specified in the Invitation, 60 days longer than the required validity of the bid, and must conform in substance to the attached Standard Bid Bond Form (see Attachment 1). In case the bid

validity is extended, the validity of the bid bond shall also be extended as required.

13. Bid bonds will be released to unsuccessful bidders without interest after the expiration of bid validity or after the award of a contract, and to successful bidder(s) after posting of performance bond(s) . Withdrawal of any bid before its expiration and/or after its being accepted by CSBC or failure in posting the performance bond within eighteen (18) calendar days after the date of signing contract will automatically result in the unconditional confiscation of the bidder's bid bond without recourse. If one or more items of a bid or part thereof should be withdrawn before expiration and/or after being accepted by CSBC, that portion of the bid bond applicable to such item or items or part thereof will be unconditionally confiscated without recourse. However, if it is stated in the invitation that award will be made on group basis, the entire bid bond applicable to the group will be confiscated regardless of whether the entire group or part thereof is withdrawn.
14. For an Invitation issued that a bid bond is not required as stated on the face sheet, the Bidder is not required to post a bid bond. However, in case the Bidder withdraws his bid before its expiration or after its acceptance by CSBC, he shall pay to CSBC a penalty in the amount equal to five per cent (5%) of the total bid value provided the relevant L/C has not been issued. After issuance of the relevant L/C, the penalty shall be five per cent (5%) of the total bid value. If the bid is partly withdrawn, the penalty shall be paid pro rata. however, if it is stated in the Invitation that award will be made on group basis, the Bidder shall pay the penalty computed on the basis of the total bid value of the whole group regardless of whether the entire group or a part thereof is withdrawn. Payment of the aforesaid penalty shall be effected by The bidder within one month after receipt of CSBC's written notice, or the Bidder shall be barred from participating in future tenders until the penalty is paid.

EVALUATION AND AWARD

15. In case of error(s) in the calculation of prices in the bid, or an error in the total price, the total price shall govern (the component prices and/or unit price shall be adjusted accordingly) .
16. CSBC reserves the right to reject any or all bids to accept any item or items, or part thereof in the bid unless otherwise specified by CSBC or by Bidder and to award the contract on FOB/FAS, C&F or CIF basis no matter what basis is originally called for in the Invitation.
17. Comparison of all bids shall be calculated by the closing rate of spot foreign exchange selling by the Bank of Taiwan, R. O. C. on the first working day prior to the date of open Bid (to the price for multi-step opening of bid) .

PART TWO : CONDITIONS OF CONTRACT

CONTRACT SUPPLIES

1. All supplies furnished under this Contract shall be brand new, unused and in compliance with the requirements of the specifications set forth in the contract. Spare parts, if furnished, shall be identical to original parts. Points not adequately described by the contract specifications shall be in accordance with the best commercial practice. The specifications as contained in the Invitation and any deviations or exceptions thereto as provided in Articles 7, 8 and 10 of Instructions and as approved by CSBC shall become a part of Contract.

PERFORMANCE BOND

2. For any contract above NTD\$1,000,000.00 or its equivalent in other currencies, Seller Shall deposit a performance bond, within eighteen (18) calendar days after the Date of signing contract, in the form of cash, R.O.C.'s Government Bond, bank Draft, bank guarantee, certified check or letter of credit in a sum of not less than five per cent (5%) of the contract value. Delay in posting the performance bond will be recorded as bad performance on the part of Seller. Such bond shall be the currencies accepted in the contract. The performance bond may be deposited with any first class bank in Taiwan or its foreign correspondent bank. In the latter case, Seller is required to bind himself to obtain the necessary permit from relevant authorities to transfer the bond to CSBC in case it is confiscated. Seller should ask the bank where the bond is deposited to notify CSBC at Seller's expense by SWIFT of the invitation number, the contract number and the amount of the bond deposited. In case the performance bond is posted by a foreign supplier on behalf of Seller in Taiwan, the name of the local seller must be clearly indicated in the bond document and the above mentioned SWIFT advice. Only after the deposit of the performance bond by the seller will the relevant Letter of Credit for the contract be issued to the beneficiary.
3. For any contract below NTD\$1,000,000.00 or its equivalent in other currencies, the performance bond is not required. However, in the event of a default of contract on the part of Seller, he shall pay to CSBC a penalty in the amount equal to the performance bond as required in Article 2 of Conditions. He should also pay the compensation for losses claimed by CSBC. The payment of said penalty and/or compensation shall be effected by Seller within one month after receipt of CSBC's written notice, otherwise Seller shall be barred from participating in future tenders until the payment is effected.
4. In case the performance bond is posted in the form of bank guarantee or Letter of Credit, it must be valid, unless otherwise specified by CSBC, for at least 180 days after the contract shipment date and must conform in substance to the attached Standard Performance Bond Form (See Attachment 2). In case any claim against shortage or defects in supplies or penalty for delay in shipment is not settled within the guaranty period, the validity of the performance bond before its expiration.
5. The performance bond will be released without interest after all the contracted supplies have arrived at the destination and have been found to be in acceptable condition according to the specifications and requirements of the contract. If the supplies are found to be unacceptable upon inspection after arrival at the destination, the performance bond will be withheld by CSBC pending a satisfactory

completion or replacement and/or settlement of all claims for losses and penalties for delay in shipment.

In the event of a default of contract on the part of Seller, CSBC may, without prejudice to other rights of CSBC, terminate by written notice the rights of seller to proceed with any or all remaining shipments, confiscate without recourse the full amount of the performance bond or portion thereof pro rata to the amount of undelivered or unacceptable supplies to protect the interest of CSBC.

PAYMENT, SHIPPING DOCUMENTS

6. Payment for the supplies under this contract, unless otherwise specified, shall be made to Seller by an irrevocable Letter of Credit (L/C) in favor of the L/C Beneficiary named by Seller in his bid and all banking charges outside of The Republic of China incurred under the letter of credit or remittance shall be borne by L/C Beneficiary/Seller.

The said L/C will be issued to the beneficiary within a reasonable time payable against the following documents:

- (1) Commercial Invoice in eight copies indicating invitation and contract number, and itemized prices, etc.
 - (2) Packing List and/or weight list in eight copies.
 - (3) Certificate of origin, if required.
 - (4) Insurance Certificate (or Policy), if contract is signed on CIF basis.
 - (5) Two original and four copies of clean-on-board ocean Bill of Lading marked "freight prepaid" (for C&F or CIF contracts) or "freight-collect" (for FOB contracts) and made out to the order of CSBC Corporation, Taiwan. In case of air-lift delivery, clean Air-Way Bill will be acceptable in lieu of ocean Bill of Lading. In case of Parcel-Post delivery, registered Post Receipt will be acceptable in lieu of ocean Bill of Lading. Such Post Receipt must bear CSBC's contract number and L/C number and Seller must cover insurance for the parcel to ensure its safe arrival regardless of the basis of the contract.
 - (6) Inspection Certificate issued by the manufacturer or the independent Inspection firm designated by CSBC showing that the supplies shipped fully conform to the specifications and requirement of the contract and are in 100% new and sound condition.
 - (7) Suppliers Certificate showing the actual amount of commission paid or to be paid to Seller by the Supplier.
 - (8) A certificate issued by the L/C Beneficiary stating that he has forwarded by registered airmail one original Bill of Lading and two copies each of the documents as require above to Material Department of CSBC Corporation, Taiwan. In case Seller should request that the L/C be confirmed by a bank other than the opening bank or be issued through a designated bank, any additional expenses incurred for such confirmation and/or designation shall be for Seller's account.
7. Immediately after loading, Seller should forward by registered airmail one original Bill of Lading and two copies each of above documents to CSBC.
8. Any increase in FOB/FAS cost, insurance premium, ocean/air freight and/or independent inspection charges over and above the amount stated in this contract Shall be for Seller's account, However, if the actual amount of ocean/air Freight paid to the shipping company or air lines is less than that shown in the contract, the unused balance should not be drawn form L/C, otherwise Seller shall pay back to CSBC.

9. In case CSBC is unable to take delivery for the cargo as a result of Seller's delay in making the above-mentioned shipping documents to CSBC or as a result of the documents presented not conforming to the requirements of the contract or the relevant L/C, regardless of whether these documents are acceptable to the bank under guarantee or not, the extra storage charge for the cargo and/or other expenses thus incurred shall be borne by Seller.

INSPECTION

10. In case an independent inspection is necessary for the supplies covered by the contract, CSBC shall appoint an inspector to inspect the supplies during the process of manufacturing and/or prior to delivery and the scope of inspection will be stated in the specification attached to the Invitation or in CSBC's letter of appointment. All costs of such inspection, inspector's fee and expenses shall be for Seller's account regardless of whether the inspection charges mentioned in the Contract is sufficient or not. Inspection is to be made on specifications, quality, quantity and/or net weight, proper packing and marking, including running test when necessary. If inspection is made at a place other than the port of shipment, the supplies should be identified and controlled at the port of shipment by the inspector. Inspection certificate and reports shall be issued to Seller by the inspector within one week after the inspection is completed.

Seller shall notify the inspector as soon as the supplies are ready for inspection. And the inspector shall contact seller for carrying out the inspection. The inspector shall have the authority to reject any supplies or lots of supplies which are found to be defective in material or workmanship or not in conformity with specifications and requirements of the contract. In the event the inspector disapproves any supplies, he should withhold issuance of the inspection certificate until the supplies are corrected or replaced and found to be in conformity with the specifications and requirements of the contract. All expenses and costs for removing the rejected supplies and making correction Or replacement shall be for Seller's account.

PACKING, SHIPPING MARKS

11. Supplies covered by this contract shall be packed in such a manner as will be adequate for seaborne or air-borne export shipment. The packing for sea-borne shipment must be sufficient to secure safe arrival at destination fully covering such overseas shipping hazards as rough handling and possible corrosion due to exposure to salt atmosphere, salt spray or open storage. For any loss or damage in transit attributable to improper packing, compensation shall be paid to CSBC by Seller.
12. Contents of each shipping package shall be itemized on a detailed Packing List, showing exact weight, extreme outside dimensions (length, width and height) of each piece or container. If all pieces or containers are uniform in size or weight, it may show the dimensions and the weight of one only. One copy of the detailed packing list shall be enclosed in each package to be shipped. Shall also be enclosed in one package a master package list, summarizing and identifying each individual package which is a part of the shipment. The number of the package in which the master packing list is contained should be shown on each packing list. On barrels, bags, drums or kegs where it is not feasible to place the packing list inside the container, all pertinent information is to be stenciled on the outside of barrel, bag, drum or keg and will constitute a packing list.

13. Following shipping marks should be properly made on all packages:



Destination: _____ Taiwan, ROC
Package No. _____ of _____
Gross Wt. _____ Kgs.
Dim. _____ Cu.M.
Additional Marking as required on face
sheet

SHIPMENT

14. For contract signed on C&F or CIF basis, Seller shall be responsible for arrangement of shipment by sea or air in accordance with the requirement of the contract. For contract signed on FOB or FAS basis, unless otherwise specified in the Contract, CSBC will arrange the vessel(s) to carry the supplies through a forwarding agent or shipping company who will contact Seller for shipment. Without CSBC's consent, the Seller/Supplier shall not deliver the supplies on board a carrier other than the one arranged by CSBC; otherwise, the Seller/Supplier shall be responsible for any consequences and/or compensation for loss suffered by CSBC.
15. The Seller shall be responsible for any additional insurance premium incurred because of the age of the carrying ocean vessel arranged by the Seller. Shipment on deck or transshipment will not be allowed unless otherwise specified.
16. Seller should not ship more than the contracted quantity or weight, and CSBC Shall not be held responsible for payment for aforesaid excess quantity or weight. L/C Beneficiary shall not invoice over the contract amount, otherwise Seller shall be obligated to pay back to CSBC the overdrawn amount. Supplies Shipped in excess of the contracted quantity or weight shall be unconditionally surrendered gratis by Seller to CSBC and Seller should be responsible for all consequences of the excess shipment. Any shortage of the contracted supplies shall be made up by the Seller upon receipt of CSBC's written notice; and all additional costs thus incurred such as insurance, freight, charges, fees, duties and all other relevant expenses involved in shipment of the shortage supplies shall be borne by the Seller.

INSURANCE

17. For contracts on CIF basis, Seller shall effect insurance in accordance with the Insurance coverage itemized on the face sheet of the contract, and the insured value should not be less than the total invoice value plus ten percent. Insurance certificate or policy should be endorsed to the order of Material Department of CSBC Corporation, Taiwan upon presentation of shipping documents to the bank.
- For all contracts such as those on C&F, FAS or FOB basis, Seller shall Fax or E-mail, to CSBC Corporation, Taiwan (Kaohsiung), detailed particulars of each shipment including the following items to enable CSBC to arrange for insurance: "Invitation number, contract number, brief description of supplies to be shipped, quantity to be shipped, name of ship booked, port of departure, estimated time of departure (ETD), estimated time of arrival (ETA) and total invoice value of cargo." Failing to notify CSBC in time, Seller shall be responsible for all consequences and shall pay CSBC without dispute for any loss or damage thus incurred as result of lack of insurance coverage.

WARRANTY PENALTIES

18. The shipment of the contracted supplies should be made on or before the shipment date as specified in the contract. If Seller is unable to effect shipment on or before the shipment date as stated in the contract, he may make shipment within the next 50 days but must then make a penalty payment to CSBC on the basis of 0.1% of the contract value of the delayed portion for each day's delay and bear the charges of amendment of L/C.
In case of any further delay, CSBC shall have the option of either granting an extension or terminating the contract, ruling the case as a default and collecting Seller's performance bond without recourse. In case an extension is granted, Seller may effect shipment within the further extended period but must pay the penalty and bear the charges of amendment of L/C as stipulated above. Delay penalty, if any, shall be collected from the payment to be effected by the L/C bank.
19. The Seller and/or manufacturer shall warrant that the said supplies are in conformity with the specifications and requirements of the Contract irrespective of whether the supplies have passed the loading inspection or not and that the supplies delivered under the Contract will be free of any defect(s) in design, material or workmanship for at least one year after CSBC's delivery of the ship to the ship's owner. In case damage of failure occurred within that period, the seller and/or manufacturer are obliged to replace or repair the defective parts free of charge.
20. In case any supplies are rejected within the warranty period, the Seller, upon receipt of CSBC's notice, shall dispatch replacement(s) at the earliest possible date. Such additional costs as insurance, freight, charges, fees, duties and all other relevant expenses involved in shipment of the replacements(s) and rejected supplies shall be borne by the Seller. But the rejected supplies shall not be shipped back to the port of origin until the replacement is accepted by CSBC. In case CSBC rejects any defective or nonconforming supplies and does not require replacement(s), or in case the Seller fails to make a replacement shipment within three months after receiving CSBC's notice, the Seller shall refund to CSBC such portion for the contract price of the supplies as is equitable in the circumstances.
In case CSBC accepts the defective or nonconforming supplies or a part thereof with a claim for compensation, the Seller shall pay CSBC such compensation within one month after receiving CSBC's notice; otherwise, CSBC will collect the compensation from the performance bond. If, upon collection from the performance bond, there is still any difference due to CSBC, the Seller is liable for settlement of the compensation.
21. CSBC reserves the right to claim from Seller for compensation for any losses incurred as result of the delay caused by rejection and or replacement. Compensation for such losses shall be based on evidences and calculations to be provided by CSBC. If the losses were intangible and no definite dollar amount could be ascertained, the compensation would be calculated according to the penalty for delay in shipment as per Article 18 of Conditions from the date when Seller is notified of the rejection for the supplies up to the date when the replacement or refurbished supplies are shipped.
22. Seller shall be liable to pay banking charges or fine as well as for the loss incurred because of remitting back of foreign exchange due to his own fault.

EXPORT LICENCE, TAX, ETC.

23. Seller should apply for export license, if required. Any export tax, fee or other charges of whatsoever nature, which now exist or may hereafter be imposed, shall be for Seller's account.
24. Seller shall hold and save CSBC and its staffs, agents, servants and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented invention, article, device or appliance manufactured or used in the performance of this contract, including their use or disposal by CSBC and vice versa.
25. Seller and/or his suppliers shall not give any commission or rebate to any personnel of CSBC Corporation, Taiwan involved in the transaction covered by this contract. In case Seller and/or his suppliers gives any special discount or deduction to CSBC from his original offer, such discount or deduction shall be indicated in this contract. Violation of this stipulation shall cause Seller to be subject to punishment by law and liable to all consequences and make compensations to the R.O.C.'s Government for any loss arising from such violation.
26. Any change in the specifications, terms and conditions of the contract shall be agreed upon by both parties and stated in Contract Amendment.

FORCE MAJEURE

27. Seller is not responsible for delay or non-performance of his contractual obligation to sell, and CSBC is not responsible for delay or non-performance of its contractual obligation to purchase all or any part of the supplies caused by war blockade, revolution, insurrection, civil commotions, riots, mobilizations, strikes, lockouts, acts of God, plague or other epidemic, fire, flood, obstruction of navigation by ice at port of delivery and destination, acts of government or public enemy.

ARBITRATION, LAWSUIT AND LAWS

28. Any dispute of whatever nature arising out of or, in any way, relating to the Contract or to its construction or fulfillment may be referred to arbitration or lawsuit. In the event of arbitration, it shall take place in Taipei, Republic of China, and proceed in accordance with the Statute of Commercial Arbitration of the Republic of China. In the event of lawsuit, it shall also take place in Taipei under the sole and exclusive jurisdiction of Taipei District Court, Republic of China. Whatever the case may be, the laws of the Republic of China shall govern.

ATTACHMENT 1

(SPECIMEN)
STANDARD BID BOND FORM

Letter of Guarantee No. Date of Issuance:
For (Name of Currency & Amount in Figure)
as Bid bond

CSBC Corporation, Taiwan	for your Invitation No.	Advised Through
Material Department		(Name of Issuing Bank's
3, Jhonggang Road, Siaogang District,		Correspondent Bank in
Kaohsiung, 81234 Taiwan, Republic of China		Taipei)

Upon request of Messrs. (name of Accountee), we hereby agree to issue this irrevocable letter of guarantee up to the aggregate amount of (name of currency & amount in words) only in your favor for account of (name of Accountee) as (name of Bidder)'s bid bond for your Invitation No. _____ and engage ourselves or the negotiating bank to pay you immediately without recourse upon receipt of your written statement certifying that (name of Bidder) have withdrawn their bid in its entirety or part thereof before its expiration including its extension, and/or after being accepted by you, or their failure in entering into contract after being awarded, or their failure in posting the performance bond within eighteen (18) calendar days after the date of the notice of award, accompanied by your simple receipt(s) or sight draft(s) drawn on (Issuing Bank or Account to be indicated by Issuing Bank).

We bind ourselves to obtain necessary permit from relevant authorities to transfer The claimed amount to you in case it is confiscated.

This letter of guarantee will expire at the negotiating bank in Taiwan on (date of expiration-30 days longer than validity of bid).

Authorized Signature

