

General PERI Terms and Conditions of Business

派利一般商業條款及條件

valid from 1.1.2024

自2024年1月1日有效



A. General PERI Terms and Conditions of business 派利一般商業條款和條件

1. Scope 範圍

1.1 The General PERI Terms and Conditions of business (hereinafter referred to as “**Terms**”) apply exclusively in the business transactions of PERI Taiwan Limited (hereinafter referred to as “**PERI**”) with a legal person or a legal entity with legal capacity to enter into a contract (hereinafter referred to as “**Customer**”). 派利一般商業條款及條件（以下簡稱“條款”）僅適用於派利台灣有限公司（以下簡稱“派利”）與法人或具有簽訂合約的法律行為能力的法人實體（以下簡稱“客戶”）。

1.2 The subject matter of these Terms are all deliveries and services that PERI provides to Customers. The deliveries and services shall be provided exclusively on the basis of these terms and conditions. Other provisions, in particular general terms and conditions of the Customer, shall not apply, regardless of whether they have been expressly rejected by PERI or not. These Terms shall also apply exclusively if PERI performs or accepts a delivery or service without reservation in the knowledge of other terms and conditions. 本條款的標的是派利向客戶提供的所有交付和服務。交付和服務應僅根據這些條款和條件。其他規定，尤其是客戶的一般條款和條件，無論是否被派利明確拒絕，均不適用。如果派利已對其他條款和條件了解的情況下並毫無保留地執行或接受相關交付或服務，則本條款將特定地適用。

1.3 In addition to these Terms, the following relevant documents and regulations shall form part of the contract and these Terms: 除本條款外，下列相關文件和規定應構成合約和本條款的一部分：

1.3.1 the PERI price lists 派利價目表

- Rent / Services 租賃/服務
- Purchase / Services 購買/服務

1.3.2 the PERI packaging guidelines; 派利包裝指南

1.3.3 the guidelines of GSV Güteschutzverband Betonschalungen e.V. (Registered Association for Standards for quality and safety in formwork technology) (available under www.gsv-betonschalung.de or the applicable laws and regulations of Taiwan and its authorities concerning safety; GSV Güteschutzverband Betonschalungen e.V. 的指導準則（註冊的模板技術質量和安全標準協會）（可於 www.gsv-betonschalung.de 參考或台灣及其當局有關安全的適用法律和法規下的指導準則；

1.3.4 relevant standards, particularly 尤其是以下相關標準

- TRBS 2121-1 Technical rules for operational safety TRBS 2121-1 操作安全技術規則
- DGUV Regulation 101-014 Use of formwork and supporting structures/scaffolding DGUV 法規 101-014 模板和支撐結構/支撐/施工架的使用
- DIN 18218 Fresh concrete pressure on vertical formwork DIN 18218 垂直模板上的新鮮混凝土壓力
- DIN 4420-1 Working and protective scaffolds DIN 4420-1 工作和防護支撐/施工架
- DIN EN 13374 Temporary side protection systems DIN EN 13374 臨時側面保護系統
- DIN EN 12810-1 Facade scaffolds made of prefabricated components DIN EN 12810-1 由預製組件製成的立面支撐/

施工架

- DIN EN 12811-1 Temporary structures for buildings DIN EN 12811-1 臨時建築物
- DIN EN 12811-2 Temporary structures for buildings DIN EN 12811-2 臨時建築物
- DIN EN 12812 Shoring DIN EN 12812 支撐
- DIN EN 16508 Temporary structures for buildings; DIN EN 16508 臨時建築物

1.3.5 **Special PERI Terms**; these are: 派利之特別條款為：

- Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) 派利出售模板和支撐/施工架之特別條款(條款B)
- Special Terms of PERI for renting of Formwork and Scaffold (Clause C) 派利出租模板和支撐/施工架之特別條款(條款C)
- Special Terms of PERI for special Formwork Pre-Assemblies (Clause D) 派利特殊模板預組裝的特別條款(條款D)
- Special Terms of PERI for Formwork pre-assemblies at the PERI site (Clause E) 派利在派利現場進行模板預組裝的特殊條款(條款E)
- Special Terms of PERI for engineering and structural calculation services (Clause F) 派利工程和結構計算服務的特殊條款(條款F)
- Special Terms of PERI for briefing and plan comparison (Clause G) 派利的特殊條款用於簡報和計劃比較(條款G)
- Special Terms of PERI for transport services (Clause H). 派利的運輸服務特殊條款(條款H)

1.4 Unless otherwise agreed, the Terms shall apply in the version applicable at the time of the respective conclusion of the contract with the Customer. 除非另有約定，本條款適用於與客戶在訂立合約並有各自結論時適用的情況。

1.5 These Terms shall also apply to future similar legal transactions between PERI and the Customer. 本條款也適用於派利與客戶之間未來類似的法律交易。

1.6 References to the applicability of statutory provisions are for clarification purposes only. The statutory provisions shall therefore apply irrespective of a corresponding clarification, insofar as they are not directly amended or expressly excluded in these Terms. 提及法律規定的適用性僅用於澄清目的。因此，無論相應的說明如何，只要未在本條款中直接修改或明確排除，法律規定均適用。

1.7 Name of goods, prices, amount of goods etc. are established by the respective agreement concluded between PERI and the Customer. 商品名稱、價格、數量等由派利與客戶各自簽訂的合約確立。

2. Definitions 定義

2.1 **Other Formwork and Scaffolding Goods 其他模板和支撐/施工架產品**

Scrap materials, Third-Party Goods, Rental Goods and other purchased items, which the Customer has already purchased from PERI on the basis of another contract. 客戶已根據另一份合約從派利購買的廢料、第三方商品、租賃商品和其他購買物品。

2.2 **Third-Party Goods** means formwork and scaffolding components that have not been manufactured or

- distributed by PERI. **第三方商品**是指非派利製造或經銷的模板和支撐/施工架組件。
- 2.3 **Used Goods** include such formwork and Scaffolds distributed by PERI, whose components (including plywood) and accessories have already been used for their intended purpose and correspondingly may bear traces of usage and repair. **使用過的商品**包括派利經銷的模板和支撐/施工架, 其組件(包括夾板)和配件已經用於其預期目的, 因此可能帶有使用和維修的痕跡。
- 2.4 **Scaffolds** are temporarily built building constructions of adjustable length, width and height, which are assembled in-situ with scaffold parts, used as per their intended application and can be dismantled again. The term Scaffold is hereinafter used for all objects made available on the basis of a purchase or rental contract that are intended to produce the construction described in the preceding sentence. The term Scaffold includes all scaffold components and accessories. **支撐/施工架**是長度、寬度、高度可調的臨時搭建的建築結構, 以支撐/施工架部件就地組裝, 按使用目的使用, 可再次拆除。“支撐/施工架”一詞在下文中用於指根據購買或租賃合約提供的、旨在生產前句所述建築的所有物體。支撐/施工架一詞包括所有支撐/施工架組件和配件。
- 2.5 **Purchase Item** refers to the new or Used Goods contractually owed by PERI as per the purchase contract. In the respective context, Purchase Item could mean both the entire contractually owed performance as well as parts of the contractually owed performance. **購買商品**是指派利根據採購合約應提供的新的或使用過的商品。在各自的上下文中, 購買商品既可以指全部合約義務之履行, 也可以指部分合約義務之履行。
- 2.6 **Rental Object** refers to the new or Used Goods contractually owed by PERI as per the rental contract as well as containers and packaging material. In the respective context, Rental Object could mean both the entire contractually owed performance as well as parts of the contractually owed performance. **租賃物**是指派利根據租賃合約應提供的新的或使用過的商品, 以及容器和包裝材料。在各自的上下文中, 租賃物既可以指全部合約義務之履行, 也可以指部分合約義務之履行。
- 2.7 **Rental Goods** means formwork and scaffolding as well as their components and accessories which PERI has rented to the Customer on the basis of another rental agreement and which are still in the possession of the Customer. **租賃商品**是指派利根據另一份租賃協議出租給客戶且客戶仍持有下的模板和支撐/施工架及其組件和配件。
- 2.8 **New Goods** are formwork and Scaffolds distributed by PERI, whose components (including plywood) and accessories have not yet been used as per their intended application or for any other purpose. **新商品**是派利經銷的模板和支撐/施工架, 其組件(包括夾板)和配件尚未按其預期用途或任何其他目的使用過。
- 2.9 **Formwork** within the meaning of these Terms is the mould of variable length, width and height to be built temporarily, in which wet concrete is placed to produce concrete elements. The term Formwork is hereinafter used for all the objects made available via purchase or rental contract and which are intended to produce the construction mould described in the preceding sentence. The term Formwork also includes all formwork components and formwork accessories as well as support structures. **模板**在本條款下是臨時建造的長度、寬度和高度可變的模具, 其中放置濕混凝土以生產混凝土構件。模板一詞在下文中用於透過購買或租賃合約提供的所有物品, 這些物品旨在生產上述的建築模具。模板一詞還包括所有模板組件和模板配件以及支撐結構。
- 2.10 **Reserved Goods** means Formwork and scaffolding as well as their components and accessories to which PERI reserves title within the scope of a purchase contract. **保留商品**指派利在採購合約範圍內保留所有權

的模板和支撐/施工架及其組件和配件。

3. Conclusion of Contract 締約

- 3.1 Offers made by PERI are binding, but PERI has the right to revoke this offer at any time before receiving the acceptance but not earlier than 30 (thirty) calendar days from its receipt by the Customer. 派利提出的要約具有約束力, 但派利有權在收到接受之前隨時撤銷此要約, 但不得早於客戶收到該要約後 30 (三十) 個日曆日。
- 3.2 The order of the goods and/or services by the Customer shall be deemed to be a binding offer directed towards the conclusion of a contract with PERI. PERI is entitled to accept the Customer's offer within 30 (thirty) calendar days of its receipt by PERI, unless otherwise agreed. 客戶訂購的商品和/或服務應被視為具有約束力的要約, 旨在與派利簽訂合約。除非另有約定, 否則派利有權在派利收到客戶報價後 30 (三十) 個日曆日內接受客戶的要約。
- 3.3 Acceptance of the offer by PERI can be made in writing or in text form (letter, fax, e-mail) or implied (for example by delivery of the goods or provision of the services in connection with the respective order). If PERI accepts the offer in accordance with this Clause A.3.3, the respective contract between PERI and the Customer shall be deemed concluded. 派利可以書面或文本形式(信件、傳真、電子郵件)或默示(例如通過交付商品或提供與相應訂單相關的服務)接受要約。如果派利根據本 A.3.3 條接受要約, 則派利與客戶之間的相應合約應視為已訂立。
- 3.4 Offer documents and documents relating to offers provided by PERI shall remain the property of PERI. 派利的要約文件和與要約相關的文件仍為派利的財產。
- 3.5 All agreements deviating from these contractual terms, ancillary agreements, supplements and amendments to the contract concluded between PERI and the Customer must be in writing to become effective. This shall also apply to amendments of this Clause A.3.5. 所有偏離本合約條款的協定、附屬協定、派利與客戶之間簽訂的合約的補充和修訂都必須以書面形式生效。這也應適用於本條款A.3.5的修改。

4. Assignment 權利轉讓

- PERI is entitled to assign all claims against the Customer to third parties without the prior consent of the Customer and PERI shall notify the Customer of such assignment. The Customer may not assign the rights and obligations to which it is entitled in connection with deliveries and/or services to third parties in whole or in part without PERI's prior written consent. 派利有權在未經客戶事先同意的情況下, 將對客戶的所有索賠權利轉讓給第三人, 派利應將該轉讓事宜通知客戶。未經派利事先書面同意, 客戶不得將其有權獲得的與交付和/或服務有關的權利和義務全部或部分轉讓給第三人。

5. Securities and contract performance guarantee 保證金及合約履約保證

- PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees. 派利沒有義務承擔保證金或合約履約擔保和/或合約履約保證。

6. Storage of Personal Data 個人資料的儲存

- 6.1 PERI stores personal data subject to legal regulations. PERI reserves the right to store data from the contractual relationship with the Customer in accordance with the statutory provisions for the purpose of data processing and, insofar as it is necessary for the fulfilment of the contract, to transmit such data to third parties (such as insurance companies). 派利根據法律規定儲存個人資料。派利保留根據法律規定儲存與客戶的合約關係中的個人資料以進行數據處理的權利, 並在履行合約所必需的範圍內將此類資料傳輸給第三方(例如保險公司)。
- 6.2 The Customer undertakes to obtain all necessary consents to the processing of personal data including the processing of personal data by PERI by ways necessary for PERI to fulfil its obligations under the agreement if obtaining consents is required in accordance with the legislation. In case of breach

of this obligation, the Customer undertakes to compensate PERI for all losses, including any kind of fines, penalties, compensations. 客戶承諾在處理個人資料時獲得所有必要的同意，包括在法律規定需要獲得同意的情况下，由派利以必要的方式處理個人資料，以便派利履行合約規定的義務。如果違反此義務，客戶承諾賠償派利的所有損失，包括任何種類的罰款、處罰和賠償。

7. Confidentiality 保密義務

7.1 The parties shall refrain from exploiting and making available to others trade and company secrets of the other party that were confided to them or became known by them on the occasion of the cooperation during the existence and after termination of the contract and shall not disclose them to third parties without the prior written consent of the respective contracting party. 雙方在合約存續期間及合約終止後，不得利用和向他人提供因合作而知悉之對方商業和公司機密。且未經相關締約方事先書面同意，不得向第三方揭露。

7.2 The parties shall use the other party's confidential information, in particular technical information, intentions, experience, findings or designs, which become accessible to them in the context of the contractual cooperation or which they receive from each other, in whatever form, only in the context of their cooperation and shall keep it confidential for five years after the end of the term of this contract and shall not make it accessible to any third party without the prior written consent of the disclosing contracting party. 在有合約合作或以任何形式從對方那裡收到資料的背景下，雙方應使用他方之機密資訊，特別是技術資訊、意圖、經驗、發現或設計，並應在本合約期限屆滿後保密五年，未經披露締約方事先書面同意，不得將其提供給任何第三方。This confidentiality obligation does not apply to information that is proven to be known by the receiving party prior to the cooperation occasioned by this contract and for which no other duty of confidentiality exists, 本保密義務不適用於在本合約促成的合作之前已被證實為接收方所知且不存在其他保密義務的資訊，

- received rightfully from a third party by the receiving party, 接收方從第三方合法接收
- generally known upon conclusion of this contract or becomes generally known afterwards without a breach of the obligations contained in this contract, 在不違反本合約所載義務的情況下，在本合約訂立時廣為人知或之後廣為人知，
- developed in the course of its own development by the receiving party without recourse to or use of confidential information, 由接收方在其自身開發過程中開發，無需使用機密資訊
- required to be disclosed by the receiving contractual partner due to legal, official or judicial order; in this case, the receiving contractual partner will inform the disclosing contractual partner prior to the disclosure and limit the disclosure as much as possible. 由於法律、官方或司法命令，接收方需要披露；在這種情況下，接收方將在披露前通知披露方，並儘可能限制披露。

7.3 The parties shall oblige the employees and agents working for them to comply with this confidentiality clause. 雙方有義務要求為其工作的員工和代理人遵守本保密條款。

8. Applicable law 適用法律

All legal relationships between PERI and the Customer shall be governed exclusively by the law of the Republic of China (Taiwan). 派利與客戶之間的所有法律關係應僅受中華民國（台灣）法律管轄。

9. Place of Jurisdiction and Performance 管轄地與履行地

9.1 The exclusive place of jurisdiction for all disputes arising from or in connections with the contractual

relationship shall be the location of PERI Taiwan Limited. PERI reserves the right to bring legal action at the Customer's statutory place of jurisdiction. 因合約關係引起或與之相關的一切爭議的專屬管轄地為派利台灣有限公司所在地。派利保留在客戶的法定管轄地提起法律訴訟的權利。Unless otherwise agreed, the place of delivery shall be PERI Taiwan Limited's warehouse. 除另有約定外，交貨地點為派利台灣有限公司之倉庫。

10. Miscellaneous 其他事項

10.1 The Customer may only set off or exercise a right of retention against claims of PERI if the Customer's counterclaim is undisputed, a legally binding title exists or the counterclaim is based on the same contractual relationship. 只有在客戶的反訴無爭議、存在具有法律約束力的所有權或反訴基於相同合約關係的情況下，客戶才可以抵消或行使對派利的保留所有權。

10.2 If individual provisions of these Terms are or become invalid, this shall not affect the validity of the remaining provisions. 如果本條款的個別條款無效或變得無效，不影響其餘條款的有效性。

B. Special Terms of PERI for the sale of Formwork and Scaffold 派利出售模板和支撐/施工架之特別條款

I. Special PERI Terms for the sale of New Goods 出售新商品之特別條款

If the Customer orders New Goods from PERI, the following provisions shall apply. 如果客戶從派利訂購新商品，則應適用以下規定。

1. Definitions 定義

Unless otherwise specified, the Customers are referred to as "Buyer", PERI as "Seller" and the New Goods owed contractually as per the purchase contract as "Purchase Item". 除非另有約定，否則客戶被稱為“買方”，派利被稱為“賣方”，根據買賣合約，新商品被稱為“購買商品”。

2. Dates and deadlines 日期和期限

2.1 Delivery dates and deadlines are only binding if they are expressly designated as "binding" in the individual contract. Subsequent amendments to the contract may lead to an extension of the agreed delivery periods and postponement of the delivery dates. Neither absolute nor relative fixed-date transactions are agreed between PERI and the Buyer with respect to PERI's performance obligation unless a fixed-date transaction is agreed explicitly and in writing. 交貨日期和期限只有在個別合約中明確指定為“具有約束力”時才具有約束力。合同的後續修訂可能導致約定的交貨日期延期和交貨日期推遲。關於派利的履約義務，除非派利和買方以書面形式明確約定確定日期交易，否則沒有絕對或相對地確定交易日期。

2.2 Deliveries are executed only after complete clarification of all the execution details and confirmation of the delivery periods and deadlines by PERI in writing or in text form (letter, fax, e-mail). 只有在派利以書面或文本形式（信件、傳真、電子郵件）完全釐清所有執行細節並確認交貨期和期限後，才會執行交付。

2.3 Delivery periods shall not commence before the Buyer has fulfilled its contractual and cooperation obligations, if any, has provided the necessary official certificates and permits and, if advance payment has been agreed, not before PERI has received the agreed payment. 在買方履行其合約和合作義務（如有）、提供必要的官方證書和許可之前，交貨期不得開始，如果同意預付款，則交貨期不得在派利收到約定的付款之前開始。

2.4 If PERI's supplier does not make the delivery relevant for the New Goods ordered by the Buyer correctly or on time, the agreed delivery periods and dates shall be extended in each case by the duration of the hindrance plus a reasonable start-up period, provided that the reasons for the supplier's failure to make the delivery, to make it correctly or on time do not lie within PERI's area of responsibility. 如果派利的供應商未正確或按時交付與買方

- 訂購的新商品相關的貨物，約定的交貨期和日期應順延。順延情況為，障礙的持續時間加上合理的啟動期，前提是供應商未能正確或按時交貨的原因不在派利的責任範圍內。
- 25 In the event of non-binding delivery periods or delivery dates that are extended in accordance with the above provisions, PERI shall not be in default prior to the fruitless expiry of a reasonable period for delivery set by the Buyer in writing. 如果根據上述規定延長了不具約束力的交貨期或交貨日期，在買方書面規定的合理交貨期且該沒效力屆滿日之前，派利不應被視為違約。
- 26 Disturbances caused by force majeure or other disturbances which PERI is not responsible for such as e.g. work stoppage, strike, lockout, governmental prohibitions, war, embargo and breakdown will not extend the deadlines and will not postpone the dates corresponding to the time of their duration plus a reasonable start-up period. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Buyer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both parties to the contract may withdraw from the contract. 不可抗力造成的干擾或派利不負責的其他干擾，例如：停工、罷工、鎖廠、政府禁令、戰爭、禁運和故障，不會延長交貨期限也不會推遲與其持續時間相符的日期加上合理的啟動期。派利對上述情況概不負責，即使它們發生時已經有延誤的狀況了。派利將盡快通知買方此類情況的開始和預期結束時間。如果障礙持續六週或更長時間，雙方都可以解除合約。
- 3. Passing of risk, shipping 風險移轉、運送**
- 3.1 PERI delivers FCA Incoterms 2020 from the PERI Taiwan Limited's warehouse or from the designated PERI warehouse. 從派利台灣有限公司的倉庫或指定的派利倉庫交付 FCA Incoterms 2020。
- 3.2 Partial deliveries on the part of PERI are permissible, provided that their acceptance is not unreasonable for the Buyer, in particular if the delivery of the remaining ordered Purchase Item is ensured and the Buyer does not incur any significant additional expense or costs as a result (unless PERI agrees to bear these costs). Each partial delivery can be invoiced separately. 派利的部分交付是允許的，前提是對買方來說接受部分交付並非不合理，特別是如果剩餘訂購的購買商品的交付得到保證並且買方不會因此產生任何重大的額外費用或成本（除非派利同意承擔這些費用）。每次部分交付都可以單獨開立發票。
- 3.3 Only if explicitly agreed in an individual case that PERI takes over transportation of the Purchase Item, PERI shall bear the risk of conveyance until the Purchase Item has been handed over to the transport person. 僅當在個別情況下明確約定，派利承擔購買商品的運輸，派利應承擔運輸風險，直至購買商品移交給運送人。
- 3.4 Unless otherwise agreed, the shipment type, transport route and packaging shall be determined as per the packaging directive of PERI. This directive is available by PERI on request. 除非另有約定，運輸類型、運輸路線和包裝應按照派利的包裝指令。該指令可應要求由派利提供。
- 3.5 PERI determines at its discretion the nature of the transport vehicles used for shipping. 派利自行決定用於運輸的運輸工具性質。
- 3.6 In deviation of FCA Incoterms 2020, the Buyer shall bear the costs for packaging. For clarification purposes, the Buyer shall bear the costs for shipping and freight. 若違反 FCA Incoterms 2020，買方應承擔包裝費用。為澄清起見，買方應承擔運輸和貨運費用。
- 4. Handover 交貨**
- 4.1 A delivery note is issued for the Purchase Item, which includes the type and number of delivered parts of the Purchase Item and other information. 為購買商品開立交貨單，其中包括購買商品交付部件的類型和數量等資訊。
- 42 While handing over the Purchase Item, the delivery note created as per Clause B.I.4.1 should be signed in duplicate by the Buyer and by PERI. PERI and the Buyer each receive a copy of the delivery note. 交付購買商品時，根據第 B. I. 4.1 條建的交貨單應由買方和派利簽署一式兩份。派利和買方各收到一份交貨單副本。
- 5. Default of acceptance 拒不驗收**
- The Buyer is in default of acceptance if it does not collect the Purchase Item on the bindingly agreed delivery date or, in the case of contractually agreed acceptance, does not accept it despite it being ready for acceptance. In the case of non-binding delivery periods or delivery dates, PERI may notify the Buyer with a notice period of two weeks that the Purchase Items are ready for collection and/or, in the case of contractually agreed acceptance, for acceptance; if the Buyer does not collect and/or accept the goods at the end of the notice period, it shall be in default of acceptance. 如果買方未在具有約束力的約定交貨日期受領購買商品，或者在合約約定的驗收情況下，儘管已準備好驗收但買方仍不驗收，則買方視為拒不驗收。如果交貨期或交貨日期不具約束力，派利得在兩週內通知買方購買物品已根據合約，準備好提貨及驗收。如果買方在通知期間未領取和/或驗收貨物，則視為拒不驗收。
- 6. Acceptance 驗收**
- 6.1 If the Buyer and PERI agree that a Purchase Item should be accepted, the acceptance shall be decisive for the transfer of the risk of accidental loss and accidental deterioration of the Purchase Item. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The Buyer must accept the Purchase Item at the PERI plant or warehouse agreed by the contracting parties. 如果買方和派利同意驗收購買商品，則驗收對於購買商品意外損失和意外變質風險的轉移具有決定性意義。在所有其他方面，合約中關於工作和服務的法律規定也適用於約定的驗收。買方必須在合約雙方約定的派利工廠或倉庫驗收購買商品。
- 6.2 A protocol must be prepared for the acceptance of the Purchase Item, which indicates whether the Purchase Item has been handed over in the agreed quantity and is clean and free of defects. 必須準備一份購買商品的驗收協議，表明購買商品是否已按約定數量移交，是否有瑕疵。
- 6.3 Handover or acceptance shall be deemed to have taken place if the Buyer is in default of acceptance. In particular, if the Buyer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, the Purchase Item shall be deemed to have been accepted in accordance with the contract unless the Buyer is not responsible for its failure to appear. 買方拒不驗收時，視為已移交或驗收。尤其是如果買方未在約定的驗收日期出現，儘管派利已及時傳喚買方並告知其未能在約定的驗收日期出現的後果，則應視為購買商品已按照合約被驗收並接受，除非買方對其未能出現不可歸責。
- 7. Prices 價格**
- 7.1 The price of the Purchase Item results from the respective contract. If the Purchase Item consists of several individual parts, then the total purchase price and the price to be referred for the settlement result from multiplying the quantity and the purchase price of the Purchase Item. 購買商品的價格來自相應的合約。如果購買商品由多個單獨的部分組成，則購買總價和結算價格由購買商品的數量乘以購買商品價格得出。
- 7.2 If, between the conclusion of the contract and delivery, there are changes in costs for PERI, in particular due to changes in material or raw material prices, collective wage agreements or other price changes of suppliers or exchange rate fluctuations for which PERI is not responsible and which could not have been foreseen with sufficient certainty, PERI is entitled to adjust the agreed

- prices accordingly. An increase in price should be notified to the Buyer. Upon the request of the Buyer, PERI must prove the factors and their scope involved in the price increase. If the overall price increase is above 8%, the Buyer can withdraw from the contract in writing to PERI, if he withdraws within two weeks after receipt of the notification of the price increase. 如果在合約簽訂和交付之間，派利的成本發生變化，特別是由於材料或原材料價格的變化、集體工資協議或供應商的其他價格變化或匯率波動，派利對此不予負責且派利無法充分確定地預見之因素，則派利有權相應地調整約定的價格。價格上漲應通知買方。應買方的要求，派利必須證明價格上漲所涉及的因素及其範圍。如果總體漲價超過8%，買方可以在收到漲價通知後兩週內以書面形式向派利撤銷合約。
- 7.3 All prices are exclusive of VAT. 所有價格均不含增值稅。
8. **Payment terms 付款條件**
- 8.1 Unless payment in advance or otherwise agreed, the purchase price shall be paid 30 (thirty) calendar days after delivery and receipt of the invoice by the Buyer. Unless otherwise agreed, payments shall be made in Euro TWD. 除非提前付款或另有約定，購買價款應在交付和買方收到發票後 30（三十）個日曆日內支付。除非另有約定，付款應以新台幣支付。
- 8.2 Instalment payments are excluded unless instalment payments have been expressly agreed in writing. 除非以書面形式明確同意分期付款，否則不包括分期付款。
9. **Default of payment, inability of the Buyer to perform 拖欠貨款，買方無力履約**
- 9.1 If the payment deadline is exceeded, the Buyer shall be in default without further reminder. The receipt of the invoice amount on the specified account of PERI is decisive for the timeliness of payment. 逾期付款，則買方視為違約，不再另行提醒。派利指定賬戶收到發票金額對於及時付款具有決定性意義。
- 9.2 During the period of default, the Buyer shall pay default interest in the amount of interest by the key rate of Taiwan Central Bank which was in effect during the corresponding periods. Further claims for damages remain unaffected. 違約期間，買方應按相應期間有效的台灣中央銀行利率支付利息金額的違約利息。進一步的損害索賠不受影響。
- 9.3 If the Buyer is in default with at least two payments from the business relationship with PERI, PERI is entitled to call due all claims from all business relationships with PERI after the fruitless expiry of two weeks after the occurrence of the Buyer's second default. 如果買方與派利的商業關係款項拖欠至少兩次付款，則派利有權在買方第二次違約發生後的兩周沒效力屆滿日後要求與派利的所有商業關係款項的所有請求到期。
- 9.4 If, after the conclusion of the contract with the Buyer, it becomes apparent that the Buyer's financial situation puts the fulfilment of its contractual obligations at risk (in particular in the event of suspension of payments, filing of an application for the opening of insolvency proceedings, attachment and execution measures), PERI is entitled, at its own discretion, to withhold delivery of the Purchase Item and/or refuse to provide other services until the Buyer has paid the price in advance or provided appropriate security. 如果在與買方簽訂合約後，買方的財務狀況明顯使其合約義務的履行面臨風險（特別是在暫停付款、提交破產程序、扣押和執行措施），派利有權自行決定拒絕交付購買商品和/或拒絕提供其他服務，直到買方提前支付價款或提供適當的擔保。
10. **Retention of title and transfer of ownership 所有權保留和所有權轉移**
- 10.1 The Purchase Item remains the property of PERI until the purchase price has been paid in full. In the case of current invoices, PERI shall use the Reserved Goods of title as security for PERI's balance invoice. If PERI's rights under a bill of exchange is established in connection with the payment of the purchase price, the retention of title shall not expire before the bill of exchange is honoured by the Buyer as the drawee. 在全額支付購買價款之前，購買商品仍然是派利的財產。對於當前的發票，派利應使用所有權保留商品作為派利餘額發票的擔保。如果派利在匯票項下的權利與購買價款的支付有關，則在買方作為付款人承兌匯票之前，所有權的保留不得終止。
- 10.2 As long as the purchase price has not been paid in full, the Buyer does not have the right to resell the Reserved Goods of title. The Buyer shall only have the right to resell the Reserved Goods of title if PERI expressly agrees this with the Buyer in writing. If the Buyer nevertheless resells Reserved Goods of title, PERI is entitled to demand an appropriate contractual payment from the Buyer, the amount of which is to be determined by PERI at its reasonable discretion; this does not apply if the Buyer proves that he is not responsible for the resale of the Reserved Goods of title. In determining the amount of the contractual payment by PERI, the possible damage suffered by PERI and the advantages gained by the Buyer shall be taken into account appropriately. 只要購買價格未全額支付，買方無權轉售所有權保留商品。只有在派利與買方明確書面同意的情况下，買方才有權轉售所有權保留商品。如果買方仍然轉售所有權保留商品，派利有權要求買方支付適當的合約款項，金額由派利合理酌情決定；如果買方證明他不對所有權保留商品的轉售負責，則此規定不適用。派利在確定合約付款金額時，應適當考慮派利可能遭受的損害和買方獲得的利益。
- 10.3 The fulfilment of individual claims in current account does not cancel the retention of title. 當前帳戶中的個別索賠的履行並不取消所有權的保留。
- 10.4 The fact that PERI includes individual claims against the Buyer in a current invoice or offsets them against claims of the Buyer or otherwise draws balances against the Buyer does not cancel the retention of title. 派利在當前發票中包括對買方的個別索賠，或者用買方的索賠來抵消，或者以其他方式對買方提取餘額，並不取消所有權的保留。
- 10.5 If the Reserved Goods of title are processed by the Buyer into a new movable item or either combined with a piece of real estate so that they become an integral part of the real estate or combined with a movable item so that these items become an integral part of a then uniform item, the processing or combination is deemed carried out for PERI without PERI being obliged to act or refrain from acting as a result. If the Reserved Goods of title are processed and combined with items that do not belong to the Buyer, PERI acquires co-ownership of the new item in proportion to the value of the Reserved Goods of title, provided that such items that do not belong to the Buyer is not deemed a principal item. The value of the Reserved Goods of title is the value at the time of processing or combination in relation to the objects with which the Reserved Goods of title were combined or to which they were processed. 如果買方將所有權保留商品加工成新的動產，或與一不動產結合，使其成為不動產的組成部分，或與動產結合，使這些物品成為不可分割的一部分，處理或組合被視為為派利進行之行為，派利沒有義務因此採取行動或不採取行動。如果所有權保留商品被處理並與不屬於買方的物品結合，派利根據所有權保留商品的價值按比例獲得新物品的共同所有權，前提是此類物品不屬於買方，不被視為主要物品。所有權保留商品的價值是在處理或組合時與所有權保留商品合併或處理的對象相關的價值。
- 10.6 If, after processing or combination, PERI has lost its title to the Purchase Item or suffers any other loss of rights, PERI may demand payment of the full purchase price from the Buyer, insofar as this has not yet been settled. This shall only apply if the Buyer does not fulfil its payment obligation without undue delay after the Buyer became aware of the circumstances of the loss of rights within the meaning of the previous sentence or should have been aware of them or the Buyer was not or no longer bound by the obligation under the purchase contract. 在尚未結清的前提下，如果在商品加工或合併後，派利失去了對購買項目的所有權或遭受任何其他權利損失，派利可以要求買方支付全部購買價款。這僅適用於在買方知悉前一句所指的權利喪失情況後，或本應知曉或買方不受或不再受採購合約下義務的約束後，如果買方沒有無故拖延履行其付款義務。
- 10.7 The Buyer is obliged to store the Reserved Goods of title purchased from PERI separately from Other Formwork and

- Scaffolding Goods. If, contrary to the Buyer's obligation within the meaning of the previous sentence, the Reserved Goods of title are mixed/mingled with Other Formwork and Scaffolding Goods and the Reserved Goods of title can no longer be separated from Other Formwork and Scaffolding Goods, PERI becomes co-owner. 買方有義務將從派利購買的所有權保留貨物與其他模板和支撐/施工架產品分開存放。如果未履行前一句所指的買方義務，所有權保留商品與其他模板和支撐/施工架貨物混合/混同，並且所有權保留商品無法再與其他模板和支撐/施工架產品分開，派利則成為共同所有權者。
- 10.8 If the Buyer acquires sole ownership or co-ownership of the Purchase Items as a result of the mixing/blending, the Buyer shall transfer co-ownership of the Purchase Items to PERI upon conclusion of the purchase contract in proportion to the value of the Reserved Goods to the Other Formwork and Scaffolding Goods at the time of the mixing/blending. The value of the Other Formwork and Scaffolding Goods shall be determined by PERI at its reasonable discretion. In this case, the Buyer must store free of charge the goods owned or co-owned by PERI which are also to be regarded as Reserved Goods according to the aforementioned criteria. 如果買方因混合/混同而獲得購買商品的單獨所有權或共同所有權，則買方應在買賣合約訂立後按購買商品的價值在與其他模板和支撐/施工架產品混合/混同時的比例，轉移購買商品的所有權給派利。其他模板和支撐/施工架產品的價值應由派利合理酌情決定。在這種情況下，買方必須免費保存派利擁有或共同擁有的商品，根據上述標準，這些商品也被視為保留商品。
- 10.9 If Reserved Goods of title are sold by the Buyer alone or together with other goods, the Buyer shall, upon conclusion of the purchase contract for Reserved Goods of title, assign to PERI the claims arising from the resale of the Reserved Goods of title in the amount of the value of the Reserved Goods of title with all ancillary rights and ranks, without assigning this claim to third parties otherwise or with priority. In the event of a blanket assignment affecting the Buyer, the claim to be assigned by the Buyer to PERI is deemed to have been assigned to PERI and the Buyer from the outset, insofar as the blanket assignment does not intervene, the blanket assignment is ineffective or it provides for the release of a claim. In this respect, the said claim against the Buyer and third parties is deemed to have been assigned with priority. If the resold Reserved Goods of title are co-owned by PERI, the assignment of the claim shall extend to the amount corresponding to PERI's share value in the co-ownership. The value of the goods is determined according to the list price, which is to be determined by PERI at its reasonable discretion, taking into account a used discount. 如果買方單獨或與其他貨物一起出售所有權保留商品，買方應在簽訂所有權保留商品購買合約後，將因轉售所有權保留商品而產生的索賠權轉讓給派利，一併轉讓其附屬權利和次序，無需以其他方式或優先權將此索賠轉讓給第三方。如果在任何情況下轉讓影響買方，買方轉讓給派利的索賠則被視為從一開始就已轉讓給派利和買方，只要轉讓不干預，轉讓無效或者它規定免除索賠。在這方面，上述針對買方和第三方的索賠被視為已優先轉讓。如果轉售的保留商品所有權由派利共同擁有，則索賠的轉讓應擴展至與派利在共同所有權中的價值相對應的金額。商品價值根據標價確定，該標價由派利合理酌情決定，並考慮使用的折扣。
- 10.10 At PERI's request, the Buyer is obliged to immediately provide PERI with all information and hand over all documents that are necessary for PERI to assert its rights against the Buyer's customers. 應派利的要求，買方有義務立即向派利提供所有資訊並移交派利向買方客戶主張權利所需的所有文件。
- 10.11 PERI authorizes the Buyer, subject to revocation, to collect the claim referred to in Clause B.I.10.10 above. 派利授權買方，惟該授權可撤銷，收取上文 B. I. 10. 10 條中提及的索賠。
- 10.11.1 PERI will not make use of its own collection authority as long as the Buyer also declares its payment obligation to all third parties against whom the Buyer has a payment claim that is not necessarily due and enforceable but exists as a result of the resale of the Reserved Goods. 只要買方同時聲明其對所有第三方的付款義務，且買方對這些第三方的付款要求並未到期並且可強制執行，但因轉售保留商品而存在的，派利就不會利用自己的收款權。
- 10.11.2 At PERI's request, the Buyer must name the debtors of the assigned claim and notify them of the assignment of the claim to PERI. 應派利的要求，買方必須指明所轉讓債權的債務人的姓名，並通知他們買方將債權轉讓給派利。
- 10.12 The Buyer must inform PERI immediately of any compulsory enforcement measures by third parties in respect of the Reserved Goods of title or in respect of assigned claims, handing over the documents necessary for the objection. In the event of suspension of payments, application for or opening of insolvency proceedings, the right to resell, use or install the Reserved Goods of title and the authorization to collect the assigned claims shall expire. In the event of a cheque or bill of exchange process, the authorization to collect also expires. In this case, PERI is entitled to collect its Reserved Goods of title. 買方必須立即通知派利第三方對所有權保留商品或轉讓債權採取的任何強制執行措施，並提交反對所需的文件。在暫停付款、申請或啟動破產程序的情況下，轉售、使用或安裝所有權保留貨物的權利以及收取轉讓債權的授權將失效。如果是支票或匯票流程，收款授權也會過期。在這種情況下，派利有權收取其所有權保留商品。
- 10.13 PERI must be notified immediately of any seizure or confiscation of the Reserved Goods of title by third parties. Any resulting intervention costs shall in any case be borne by the Buyer, unless they are borne by third parties. 如果第三方扣押或沒收所有權保留商品，必須立即通知派利。任何由此產生的干預費用在任何情況下均應由買方承擔，除非由第三方承擔。
- 10.14 If the Buyer has mixed or blended the Reserved Goods of title with Other Formwork and Scaffolding Goods, PERI is entitled, in agreement with the Buyer and on the basis of the invoice documents, to first separate its Rental Goods and then its Reserved Goods of title. 如果買方將所有權保留商品與其他模板和支撐/施工架產品混合或混同，派利有權根據與買方的協議和發票文件，先將其租賃商品和其所有權保留商品分開。
- 10.15 PERI and the Buyer shall mutually agree on the basis of the invoice documents which goods are their property. If the Buyer does not cooperate in the selection determination referred to in the previous sentence, PERI is entitled to carry out this selection determination alone with the involvement of an expert commissioned by PERI. The expert will be selected by PERI at its reasonable discretion. This does not apply if the Buyer is not responsible for the non-cooperation in the selection. In the event that an expert is called in, the costs of the expert shall be borne by the Buyer, unless the Buyer is not responsible for the non-cooperation in the separation. 派利和買方應根據發票文件相互約定哪些貨物是他們的財產。如果買方不配合上一句中提到的選擇決定，派利有權在派利委託的專家參與下單獨進行選擇決定。專家將由派利合理酌情選擇。如果買方不對選擇中的不合作負責，則此規定不適用。如果聘請了專家，專家的費用應由買方承擔，除非買方不對分離過程中的不合作負責。
- 10.16 If the security of the purchase price claim against the Buyer to which PERI is entitled on the basis of the assignment in advance in accordance with section 10.9 exceeds the value of the secured claim by more than 10 percentage points, PERI is obliged to make a retransfer or release at the Buyer's discretion. The value of the secured claim is determined by the price that PERI has invoiced to the Buyer. 如果派利根據第10.9條的規定，基於提前轉讓而有權向買方提出的購買價格索賠的擔保超過擔保索賠的價值超過百分之十，派利有義務作出由買方自行決定重新轉讓或釋放。擔保索賠的價值由派利向買方開立的發票價格確定。
- 10.17 If the Buyer includes a claim assigned to PERI from a resale of Reserved Goods of title in a current account relationship existing with its customers, the current account claim is assigned in full. After balancing, the current account claim shall be replaced by the recognized balance, which shall be deemed assigned up to the amount of the original claim. 如果買方在與其客戶存在的往來賬戶關係中包括因轉售所有權保留商品而轉讓給派利的索賠，則往來賬

戶索賠將全部轉讓。平衡後，往來賬戶債權應由已確認餘額替代，該餘額應視為已分配至原債權金額。

- 10.18 The Buyer cannot acquire ownership of the Purchase Item by replacing the handover by agreeing a legal relationship between PERI and the Buyer by virtue of which the Buyer obtains indirect possession, unless this type of transfer of ownership has been expressly agreed in writing. 買方不能通過同意派利與買方之間的法律關係取代移交來獲得購買商品的所有權，買方據此獲得間接佔有，除非此類所有權轉讓已明確書面同意。
- 10.19 If a third party is in possession of the Purchase Item, the transfer of ownership may be replaced by PERI assigning to the Buyer its claim for surrender of the Purchase Item against the third party; however, this only applies if the parties expressly agree this in writing. 如果第三方佔有購買商品，則所有權轉移可由派利向買方轉讓其針對第三方交出購買商品的索賠來代替；但是，這僅適用於雙方以書面形式明確同意的情况。
11. **Quality of the Purchase Item, specifications and application, guarantees 購買商品的質量、規格和應用、保證**
- 11.1 The quality of the Purchase Item shall be exclusively the specification, which is the subject of the individual contract. It is the responsibility of the Buyer to check whether the Purchase Item is suitable for the purposes it wishes to use it for. 購買商品的品質應完全符合規格，其為單獨合約的主題。買方有責任檢查購買商品是否適合其希望使用的目的。
- 11.2 Information provided by PERI verbally, in writing and in any other form on the suitability, including application, processing and other use, is given to the best of its knowledge, but is only deemed to be non-binding information and does not release the Buyer from its own responsibility to examine the Purchase Item delivered by PERI for its suitability for the intended purposes. Application, processing and other use of the Purchase Item take place outside PERI's control and are therefore exclusively the Buyer's responsibility, unless expressly stipulated otherwise. Deviations in weights, dimensions and other technical values which have no effect on the intended use are permissible and do not entitle the Buyer to make a complaint. 派利以口頭、書面和任何其他形式提供的有關適用性的資訊，包括申請、處理和其他用途，是盡其所知提供的，但僅被視為不具約束力的資訊，不免除買方自己檢查派利交付的購買商品是否適合預期用途的責任。購買商品的應用、加工和其他使用發生在派利的控制之外，因此除非另有明確規定，否則完全由買方負責。不影響預期用途的重量、尺寸和其他技術值的偏差是允許的，並且買方無權提出投訴。
- 11.3 The Purchase Item shall be considered in compliance with the intended quality if, at the time of the transfer of risk, it complies with the technical specifications described in the instructions for assembly and use applicable to it. In the case of goods that are to be used for the production of visible concrete surfaces on the basis of a contractual agreement with the Buyer, the target quality of the Purchase Items shall be determined according to the criteria of the leaflets "Quality Criteria for Concrete Formwork" of the Güteschutzverband Betonschalungen e.V. in the version valid at the time of conclusion of the contract, or the applicable laws and regulations of Taiwan and its authorities concerning concrete formwork quality. 如果在風險轉移時購買商品符合適用於其的組裝和使用說明中描述的技術規範，則應認為購買商品符合預期品質。如果根據與買方的合約，貨物將用於生產可見混凝土表面，則購買商品的目標品質應根據在合約簽訂時有效的版本的傳單“混凝土模板質量標準”的標準確定 Güteschutzverband Betonschalungen e.V. 的模板，或台灣及其當局有關混凝土模板質量的適用法律和法規下的指導準則。
- 11.4 Guarantees, in particular quality guarantees, shall only be binding on PERI to the extent that they (i) are contained in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "quality

guarantee" and (iii) expressly stipulate the obligations resulting from such a guarantee. 保證，尤其是品質保證，僅在以下情況下對派利具有約束力：(i) 包含在報價或訂單確認書中，(ii) 被明確指定為“保證”或“品質保證”，並且 (iii) 明確規定派利因此類保證而產生的義務。

12. **Rights in case of defects 瑕疵情況下的權利**

- 12.1 The Buyer's rights in respect of defects presuppose that the Buyer complies with its duty to inspect and give notice of defects in accordance with article 356 of the Civil Code of the Republic of China (Taiwan). 買方瑕疵的權利係基於假設買方遵守中華民國（台灣）民法第356條規定的檢查和通知瑕疵的義務。
- 12.2 Complaints must be made in writing, stating the specific defect. Notices of defects due to incomplete delivery and other recognizable defects must be given to PERI in writing without delay, but at the latest within fourteen calendar days of delivery; hidden defects must be notified without delay, but at the latest within fourteen calendar days of their discovery. Acceptance and/or acceptance of the goods may not be refused due to minor defects. Claims due to defects notified belatedly are excluded. 投訴必須以書面形式提出，說明具體瑕疵。由於交付不完整和其他可識別的瑕疵而導致的瑕疵通知必須立即以書面形式通知派利，但最遲應在交付後十四個日曆日內；隱藏的瑕疵必須立即通知，但最遲應在發現瑕疵後的十四個日曆日內通知。不得以輕微瑕疵為由拒絕驗收和/或驗收貨物。不賠償由於延遲通知的瑕疵而引起的索賠。
- 12.3 The costs of the inspection of the Purchase Items shall be borne by the Buyer. Purchase Items notified as defective must be made available to PERI for inspection upon request. 購買商品的檢驗費用由買方承擔。被通知為有瑕疵的購買商品必須根據要求提供給派利進行檢查。
- 12.4 The statutory provisions apply to the Buyer's rights in the event of defects, unless otherwise stipulated below. 出現瑕疵時，買方的權利適用法定條款，除非下文另有規定。
- 12.5 If the Purchase Item is defective, PERI shall, at its own discretion, deliver a new item or repair the defective Purchase Item. In the event of rectification, the limitation period shall start anew from with the moment of the rectified Purchase Item. The same shall apply in the case of remedial delivery. 如果購買商品有瑕疵，派利應自行決定，交付新商品或修理有瑕疵的購買商品。如果有修補購買商品的狀況，時效從修補購買商品之時起重新計算。這也應適用於修補性交付的情況。
- 12.6 In the event of remedial delivery, the Buyer must return the defective Purchase Item to PERI. 在修補性交付的情況下，買方必須將有瑕疵的購買商品退回給派利。
- 12.7 The retention of title in accordance with Clause B.I.10 also applies to the parts to be replaced as part of the remedial delivery. 根據條款 B.I.10 的所有權保留也適用於作為修補性交付中被更換的一部分。
- 12.8 If the Buyer has installed the defective Purchase Item in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Buyer for the necessary expenses for removing the defective Purchase Item and installing or attaching the repaired or delivered non-defective Purchase Item within the scope of remedial performance. Unless otherwise agreed, however, PERI is not obliged to remove the defective goods and to install or attach the repaired or delivered non-defective goods within the scope of remedial performance. This does not apply if PERI was originally contractually obliged to install or attach the ordered goods. 如果買方根據其類型和預期用途將有瑕疵的購買商品安裝在另一商品中或將其附加到另一商品上，派利應補償買方移除了有瑕疵的購買商品的必要費用，以及安裝或附加修理，或在修補性交付的範圍內，交付無瑕疵的購買商品。但是，除非另有約定，派利沒有義務移除了有瑕疵的商品，並在後續修補性交付的範圍內安裝或附加已修理或交付的無瑕疵商品。如果派利最初根據合約有義務安裝或附加訂購的商品，則此規定不適用。
- 12.9 Claims by the Buyer for expenses incurred for the purpose of remedial performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased due to subsequent transport of the Purchase Items to a place other than the agreed place of

- delivery; PERI is entitled to invoice the Buyer for such additional costs. 買方為修補性交付而產生的費用，特別是運輸、差旅、人工和材料成本的索賠，只要這些費用因隨後將購買商品運輸到約定地點以外的地方而增加費用，派利將不負責；派利有權就此類額外費用向買方開立發票。
- 12.10 If the remedial performance fails, the Buyer may, at its discretion, reduce the purchase price or withdraw from the contract in accordance with the statutory requirements. 如果修補性交付後仍未能履行，買方可以根據法定要求自行決定降低購買價款或解除合約。
- 12.11 Further claims for defects of any kind whatsoever are excluded, subject to any claims for damages limited in accordance with the provisions of Clause B.I.13 below. 排除對任何類型的瑕疵的進一步索賠，但受限於根據下文第 B. I. 13 條規定的任何損害索賠。
- 12.12 The Buyer's right to withdraw from the contract in the event of a minor defect, which does not significantly impair the use of the goods, is excluded. 買方無權在不嚴重影響貨物使用的輕微瑕疵情況下撤銷合約。
- 12.13 If there is no defect, PERI is entitled to demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs) if the Buyer knew or could have known of the non-existence of the defect. 如果沒有瑕疵，派利有權要求買方償還因不正當要求修補瑕疵而產生的費用（特別是檢查和運輸費用），前提條件是買方知道或應該知道該瑕疵本是不存在。
- 12.14 The limitation period for defect rights is five years from delivery. However, this limitation does not apply if (i) a defect has been fraudulently concealed or (ii) a guarantee has been given for the quality of the goods (in this respect, if applicable, the guarantee provision or limitation period resulting from the guarantee applies). In the event of claims for damages, this limitation shall furthermore not apply in the following cases:
(i) injury to life, body or health, (ii) intent and (iii) gross negligence of organs or executive employees of PERI. 關於瑕疵的權利時效期限為交付後五年。但是，如果以下狀況時效限制不適用 (i) 瑕疵被欺詐性隱瞞或 (ii) 已對貨物品質提供保證（在這方面，如果適用，保證條款或由保證產生的時效期限）。如果要求損害賠償，則此時效限制不適用於以下情況：(i) 對生命、身體或健康的傷害，(ii) 意圖和 (iii) 派利機構或員工的重大過失。
- 12.15 If the goods are a building structure or an item that has been used for a building structure in accordance with its customary manner of use and has caused its defectiveness, the limitation period is 5 (five) years from delivery in accordance with the statutory regulation. 如果商品是建築結構或按照其慣常使用方式用於建築結構並造成其瑕疵，則根據法律規定，時效期限為自交付日起 5 (五) 年。
13. **Liability 責任**
- 13.1 PERI's liability is excluded if the Buyer does not use the Purchase Item in accordance with the respective valid instructions for assembly and use provided by PERI. 如果買方未按照派利提供的相應有效組裝和使用說明使用購買商品，則派利不承擔責任。
- 13.2 PERI is liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. 派利僅對因故意和重大過失造成的損害負責，無論其法律依據為何。
- 13.3 In addition, PERI shall also be liable in the event of negligence for damages arising from the breach of a material contractual obligation which is essential to the proper performance of the contract and which the Buyer may rely on being observed; in this case, PERI's liability shall be limited to compensation for the foreseeable, typically occurring damage. This limitation of liability applies in the same way to damage caused by gross negligence on the part of employees or agents of PERI who are not organs or executive employees of PERI. 此外，派利還應對因過失違反重大合約義務而造成的損害承擔責任，且該違反對合約履行係至關重要，買方依賴該義務之履行；在這種情況下，派利的賠償責任僅限於賠償可預見的、通常會發生的損害。此責任限制同樣適用於因派利員工或代理人且該人員不是派利機構或執行員工的重大過失造成的損害。
- 13.4 The above limitations of liability shall not apply to claims for damages of the Buyer (i) arising from injury to life, body or health, (ii) due to fraudulently concealed defects, (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the Purchased Item (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable), or (iv) under the law related to product liability. 上述責任限制不適用於買方 (i) 因生命、身體或健康受到傷害，(ii) 由於欺詐性隱瞞瑕疵，(iii) 由於派利已保證購買商品的品質（在這方面，由保證產生的責任條款或時效期限應適用，如有適用），或 (iv) 關於產品責任的法律。
- 13.5 Further liability – irrespective of legal grounds – is excluded, unless such exclusion is prohibited by law. 無論法律依據如何，派利排除進一步的責任，除非法律禁止此類排除。
- 13.6 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents. 如果派利的責任被排除或限制，這也適用於其法定代表、員工和代理人的責任。
- 13.7 This Clause B.13 does not constitute a reversal of the burden of proof. 本條(B.13)不構成舉證責任倒置。
14. **Miscellaneous 其他**
In all other respects, the provisions of the Terms pursuant to Clause A shall apply. 在所有其他方面，條款A的規定應適用。
- II. **Special conditions for Used Goods and rental purchase 使用過的商品和租購之特別條款**
If the Customer purchases Used Goods from PERI, the following provisions shall apply. 如果客戶向派利購買使用過的商品，則應適用以下規定。
1. **Rental purchase 租購**
Insofar as the Customer purchases goods that were previously provided to it by PERI on the basis of a rental Contract, in whole or in part, this also qualifies as a purchase of Used Goods to which the provisions of this Clause **Error! Reference source not found..Error! Reference source not found.** apply. In such case the purchase price is calculated subject to a contractual agreement. 如果客戶購買派利先前根據租賃合約提供的全部或部分貨物，則這也符合本第 B. II 條規定適用的購買使用過的商品的資格。在這種情況下，購買價格是根據合約協議計算。
2. **Defect claims 瑕疵索賠**
Insofar as the Customer purchases material that was previously provided to it by PERI, in whole or in part, on the basis of a rental agreement, it shall be considered purchase of Used Goods. The purchase is made as inspected. Any liability for non-material defects on the part of PERI is excluded. This does not apply, however, to PERI's liability for bodily injury and damage to health or for damage caused intentionally or by gross negligence and any other liability that cannot be limited by law. 如果客戶購買根據之前租賃合約，派利提供給其的全部或部分材料，則應視為購買使用過的商品。該購買視為已驗收。派利不對非重大瑕疵承擔任何責任。但是，這不適用於派利對人身傷害和健康損害或因故意或重大過失造成的損害所承擔的責任，以及其他法律規定不能限制的責任。
3. **Application of the Special PERI Terms for the Purchase of New Goods 購買新商品時適用派利的特殊條款**
In all other respects, the Special Terms for the purchase of New Goods (Clause B.I.) shall apply accordingly. 在所有其他方面，適用新商品採購特殊條款 (B. I. 條款)。
- III. **Special Terms of PERI for the purchase of Used Goods 購買使用過的商品的派利特殊條款**

1. **Defect claims 瑕疵索賠**
The sale of Used Goods by PERI excludes any guarantee and defect liability. This does not apply to PERI's liability for bodily injury and damage to health or for damage caused intentionally or by gross negligence and any other liability that cannot be limited by law. 派利出售使用過的商品不承擔任何保證和瑕疵責任。這個限制不適用於派利對人身傷害和健康損害或故意或重大過失造成的損害的責任以及任何其他法律規定不能限制的責任。
2. **Application of Special Terms of PERI for the purchase of New Goods 採購新商品派利特殊條款的應用**
In all other respects, the Special PERI Terms for the sale of New Goods (Clause B.I.) shall apply accordingly. 在所有其他方面，適用派利新商品銷售特別條款（第B.I.條）。
- C. **Special Terms of PERI for renting of Formwork and Scaffold 派利模板和支撐/施工架租賃特殊條款**
1. **Definitions 定義**
In the following, unless specified otherwise, the Customer is referred to as "Lessee", and PERI is referred to as "Lessor". 在下文中，除非另有說明，客戶被稱為“承租人”，派利被稱為“出租人”。
2. **Nature of the Rental Object 租賃商品之性質**
- 2.1 The Rental Object is usually previously used material. 租賃物通常是以前使用過的材料。
- 2.2 The Lessee has no claim to the receipt of New Goods. 承租人無權要求收到新商品。
- 2.3 The Rental Object is handed over in a satisfactory and functional condition. 租賃物以令人滿意的功能狀態移交。
- 2.4 If the Rental Object consists of Scaffolds, the following applies regarding its quality: The required condition of the Scaffold rented by the Lessee corresponds to CNS4750 promulgated by Bureau of Standards, Metrology & Inspection, MOEA and the directive "Quality criteria for rented formwork" of the Güteschutzverband Betonschalung e.V. in its respectively valid version, or the applicable laws and regulations of Taiwan and its authorities concerning rented formwork quality. 如果租賃物由支撐/施工架組成，則以下內容適用於其品質。承租人租用的支撐/施工架的要求條件符合經濟部標準檢驗局 CNS4751(鋼管施工架檢驗法)以及在其各自的有效版本之 Güteschutzverband Betonschalung e.V. 的指令“租用模板的品質標準”，或台灣及其當局有關租用模板質量的適用法律和法規下的指導準則。
- 2.5 Any additional requirements for the Rental Object should be agreed in advance between PERI and the Lessee in written form. It is the responsibility of the Lessee to check the suitability of the Rental Object for a specific purpose. In particular, PERI does not make any guarantee or promise that the Rental Object is suitable or complete for its planned use, that it complies with relevant safety regulations, or whether the Rental Object fulfils the requirements of any eventual safety and health plan (SiGeKo-Plan) of the Lessee. 出租人和承租人應事先以書面形式就租賃物的任何額外要求達成一致合意。承租人有責任檢查租賃物是否適合特定用途。特別是，派利不保證或承諾租賃物適合或完整地用於其計劃用途，不保證或承諾租賃物符合相關安全規定，或租賃物是否滿足任何最終安全和健康計劃的要求（SiGeKo-承租人的計劃）。
3. **Calculation, payment, delayed payment and assignment 計算、支付、延遲支付和轉讓**
- 3.1 The agreed rent applies for the minimum rental period as per Clause C.10.1. 約定的租金適用於第C.10.1條規定的最短租期。
- 3.2 After the expiry of the respective minimum rental period, the rent is calculated as per calendar days. 各自最短租期屆滿後，租金按日曆日計算。
- 3.3 The actual delivered quantity is billed by the calculated number of items, square metres, linear metres, cubic metres, lump sum metres or raised metres ("actual total quantities"). 實際交貨數量按計算的件數、平方公尺、直呎、立方公尺、總公尺或提出公尺計費（“實際總量”）。
- 3.4 The rent per calendar day is calculated from the rent agreed for the minimum rental period divided by 30 (thirty). Therefore, for example, if the agreed rent for a Formwork component for a minimum rental period of one month is TWD 100,000, then the rent is calculated as follows for one calendar day:
TWD 100,000 ./ (1 x 30 days) = TWD 3,333. 每個日曆日的租金按約定的最短租期租金除以 30（三十）計算。因此，例如，如果一個模板組件的最短租賃期一個月為 100,000 新台幣，則一個日曆日的租金計算如下：
100,000 新台幣 / (1 x 30 天) = 3,333 新台幣。
- 3.5 The beginning and end of the rental period are regulated in Clause C.10. 租賃期的開始和結束規定在第C.10條中。
- 3.6 Rental invoices are generated at the end of a calendar month either for the past calendar month or for the past 30 (thirty) calendar days. Rental invoices are payable without any deduction. 租賃發票在日曆月末針對過去的日曆月或過去的 30（三十）個日曆日時發出。租金發票無任何扣除，全額支付。
- 3.7 All prices are net and are payable in addition to the statutory VAT. 所有價格均為淨價，但法定增值稅需額外支付。
- 3.8 Cheques are accepted only on account of payment by PERI. 派利僅在由派利支付的帳戶時接受支票付款。
- 3.9 Interest is charged for delay and calculated as per article 203 of the Civil Code of the Republic of China (Taiwan). 延誤收取遲延利息，依中華民國民法第203條計算。
- 3.10 The Lessee shall not be entitled to any right of retention unless the counter-claim on which the right of retention is based has been finally determined in a binding legal ruling or acknowledged by PERI or is based on the same contractual relationship. 承租人無權享有任何保留權，除非根據保留權所提之反訴已在具有約束力的法律裁決中最終確定或得到派利的承認或基於相同的合約關係。
- 3.11 The Lessee may only assign claims against PERI, regardless of their legal basis, to third parties with PERI's prior written consent. 承租人只能在派利事先書面同意的情況下，將針對派利的索賠轉讓給第三方，無論其法律依據為何。
4. **Ancillary services 輔助服務**
- 4.1 The Lessee may order paid ancillary services from PERI. These include in particular: 承租人可向派利訂購付費輔助服務。這些服務尤其包括：
- Engineering services (cycle operations in the construction phase, planning for the use of Formwork, planning for the use of Scaffolds, creation of static and auditable static calculations, consultation for Formwork coordination on the construction site, etc.); 工程服務（施工階段的循環操作、模板使用規劃、支撐/施工架使用規劃、靜態和可審核靜態計算的創建、施工現場模板協調諮詢等）
- Transport services; 運輸服務
- Formwork pre-assembly and dismantling; 模板預組裝和拆卸
- Instructions on handling of the Rental Object; 租賃物處理說明
- Return of the Rental Object to the construction site; 將租賃物返回施工現場
- Cleaning the Rental Object; 清潔租賃物
- Repair of damages due to improper handling and 修理因不當操作造成的損壞，和
- Disposal 處理
- 4.2 The costs for the ancillary services should be borne by the

- Lessee. 輔助服務的費用由承租人承擔。
- 4.3 Apart from this, the “**Special Terms of PERI for special Formwork Pre-Assemblies**” (Clause D), the “**Special Terms of PERI for Formwork pre-assemblies at the PERI site**” (Clause E), the “**Special Terms of PERI for engineering and structural calculation services**” (Clause F), the “**Special Terms of PERI for briefing and plan comparison**” (Clause G) and the “**Special Terms of PERI for transport services**” (Clause H) apply. 除此之外, “派利特殊模板預組裝的特別條款(條款D)”、“派利在派利現場進行模板預組裝的特殊條款(條款E)”、“派利工程和結構計算服務的特殊條款(條款F)”、“派利的特殊條款用於簡報和計劃比較(條款G)”、“派利的運輸服務特殊條款(條款H)”仍有適用。
5. **Transfer/inspection of the Rental Object 租賃物的移交/查驗**
- 5.1 The Rental Object is provided for pick-up in multiple parts at the Lessee's request. The Lessee must notify PERI of his intention to pick-up at least 5 (five) working days before the intended pick-up day. 應承租人的要求,租賃物可分多次領取。承租人必須在預定取件日之前至少 5 (五) 個工作日通知派利取件的意圖。
- 5.2 PERI provides the Rental Object for pick-up by the Lessee at the ~~Weissenhorn plant~~ PERI Taiwan Limited's warehouse or in the agreed warehouse, unless contractually agreed otherwise. 除非合約另有約定,派利在派利台灣有限公司的倉庫或約定的倉庫中提供租賃物,供承租人提取。
- 5.3 PERI adds a delivery note in duplicate to the delivery. The number and product type of the shipped parts of the Rental Object are specified on the delivery note with the consignment. After transfer of the Rental Object to the Lessee, the Lessee must inspect the Rental Object immediately for conformity with the specifications in the delivery note, completeness and functionality. 派利在交貨時附上一式兩份的交貨單。在隨托運的交貨單上指定租賃物的已裝運部件的數量和產品類型。將租賃物轉讓給承租人後,承租人必須立即檢查租賃物是否符合交貨單中的規格、完整性和功能性。
- 5.4 The delivery note must be signed by the Lessee or a representative of the Lessee at the time the Rental Object is transferred to the Lessee. 交貨單必須在租賃物轉讓給承租人時由承租人或承租人代表簽署。
- 5.5 The Rental Object must be accepted by the Lessee unless there is a major defect. 租賃物必須被承租人接受,除非存在重大瑕疵。
- 5.6 Partial deliveries from PERI are permitted. In case of partial deliveries, such a partial delivery will be announced by PERI. 派利部分交付是允許的。在部分交付的情況下,此類部分交付將由派利發佈。
- 5.7 Missing or defective parts should be immediately notified to PERI in writing. If the Lessee omits to notify PERI, then the delivery is considered accepted unless there is a defect that was not identifiable during the inspection. This does not apply to cases in which partial performance is indicated and provided by PERI. 缺少或有瑕疵的部件應立即以書面形式通知派利。如果承租人未通知派利,則交付被視為已接受,除非在檢查期間存在無法識別的瑕疵。這不適用於派利提供部分交付的情況。
- 5.8 If any defect was not identifiable at the time of the handover and is identified only later, then the Lessee must notify PERI of the defect immediately after it is detected; the notification shall be made in text form (letter, fax, e-mail). 如果任何瑕疵在移交時無法辨識,後來才發現,則承租人必須在檢測到瑕疵後立即通知派利;通知應以文本形式(信件、傳真、電子郵件)為之。
6. **Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods 風險轉移、發貨和包裝以及發貨、包裝和等待期間的成本**
- 6.1 If the Lessee himself or a carrier or forwarder representing the Lessee accepts the Rental Object, then the Lessee is responsible for the transport risk from the time of transfer of the Rental Object to the carrier or forwarder or to the Lessee himself. 如果承租人本人或代表承租人的承運人或貨運代理人接受租賃物,則承租人負責自將租賃物轉移給承運人或貨運代理人或承租人本人時起的運輸風險。
- 6.2 Insofar as PERI itself transports the Rental Object, PERI bears the transport risk until handover to the Lessee. 就派利自行運輸租賃物而言,派利承擔運輸風險直至移交給承租人。
- 6.3 Delivery type, packaging and dispatch route shall be governed by the PERI packaging regulation. It can be provided by PERI on request. 交貨類型、包裝和發貨路線應受派利包裝規定的約束。可根據要求由派利提供。
- 6.4 The Lessee shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs. Furthermore, the Lessee bears the costs for waiting periods during loading and unloading at the construction site if such periods exceed two hours, unless the Lessee is not responsible for such waiting periods. 承租人應承擔運費、運費、包裝費以及(如適用)通行費和卸貨費。此外,承租人在建築工地裝卸期間超過兩個小時的等待時間費用,除非承租人不負責此類等待時間。
7. **Use of the Rental Object 租賃物的使用**
- 7.1 While using the Rental Object, the Lessee must observe the regulations stated in the assembly and use instructions as well as the current applicable versions of work safety laws. The assembly and use instructions are provided to the Lessee together with the Rental Object free of charge. 在使用租賃物時,承租人必須遵守組裝和使用說明中規定的規定以及現行適用版本的安全生產法律。組裝和使用說明與租賃物一起免費提供給承租人。
- 7.2 The Lessee bears the risk of using the Rental Object with its own parts or the parts of another manufacturer. 由承租人承擔將租賃物與自己的零件或其他製造商的零件一起使用的風險。
- 7.3 The Lessee is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of formwork shell, use of release agents and compliance with instructions from the assembly and use instructions provided, product posters and operating instructions (including those for accessories). 承租人有責任正確和適當的儲存、中間和最終清潔、維護模板外殼、使用脫模劑並遵守組裝說明和提供的說明、產品海報和操作說明(包括附件的說明)。
- 7.4 The Lessee is obliged to handle the Rental Object carefully and appropriately and to undertake the necessary measures so that the usability of the Rental Object is not reduced. Proper use by the Lessee assumes compliance with “Handling and care instructions” of the Güteschutzverband Betonschalungen e.V. in its valid version, or the applicable laws and regulations of Taiwan and its authorities concerning this aspect. The instructions can be provided to the Lessee. 承租人有義務謹慎妥善處理租賃物,並採取必要措施,以免降低租賃物的可用性。承租人的正確使用並遵守 Güteschutzverband Betonschalungen e.V. 的“處理和保養說明”,或台灣及其當局對此相關的適用法律和法規下的指導準則。在合約訂立之前,這些說明均可提供給承租人。
- 7.5 The duty of maintenance and repair during the rental period shall be borne by the Lessee insofar as corresponding damage is attributable to the rental use or the Lessee's sphere of risk. Damage to the Rental Object due to improper use shall be compensated in accordance with the statutory regulations. 因出租使用或承租人的風險範圍造成相應損壞的,租賃期間的維修保養義務由承租人承擔。因使用不當造成租賃物損壞的,應當按照法律規定予以賠償。
- 7.6 If the Rental Object consists of a Scaffold, then the following applies to use of the Rental Object in addition to Clauses C.7.1 – 7.4: The Scaffolds may be used only in accordance with the assembly and use instructions as well

- as the relevant standards, in particular, the scaffold CNS 4751 promulgated by Bureau of Standards, Metrology & Inspection, MOEA, directives DIN 4420 and DIN EN 12811-1. Non-compliance will release PERI from responsibility for any damages arising from such misuse. 如果租賃對象由支撐/施工架組成，則除了第C.7.1-7.4條之外，以下條款也適用於租賃物的使用：只能按照組裝和使用說明以及相關標準使用支撐/施工架，特別是支撐/施工架指令經濟部標準檢驗局 CNS4751(鋼管施工架檢驗法)以及DIN 4420、DIN EN 12811-1。不遵守規定將免除派利對此類錯誤使用造成的任何損害的責任。
- 8. Monitoring and safety obligations**
- 8.1 The Lessee must continuously monitor the Rental Object at the place of use and discard defective parts, particularly parts that do not correspond to the requirements of the assembly and use instructions. 承租人必須在使用地點持續監控租賃物並丟棄有瑕疵的部件，尤其是不符合組裝和使用說明要求的部件。
- 8.2 The Lessee must carefully safeguard and protect the Rental Object against theft. In case of theft, embezzlement or any other illegal misplacement, the Lessee is obliged to notify PERI and the competent regulatory authority in writing immediately about the theft, embezzlement or other illegal misplacement. In case of theft, embezzlement, or any other suspected criminal act related to the Rental Object, the Lessee shall file a police report and lodge a complaint regarding all potential offences involved as soon as signs of any criminal offence regarding the Rental Object are noticed or the Lessee presumes the same. A copy of the police report should be sent immediately to PERI after the submission of the report. 承租人必須小心保護租賃物免遭盜竊。如果發生盜竊、挪用或任何其他非法轉移，承租人有義務立即將盜竊、挪用或其他非法轉移的情況書面通知派利和主管監管機構。如果有與租賃物有關的盜竊、挪用公款或任何其他涉嫌犯罪行為，承租人應在發現或推測與租賃物有關的任何犯罪跡象時向警方提出訴訟。警方報告的副本應在提交報告後立即發送給派利。
- 8.3 The Lessee must ensure that the Rental Object is protected against damage by fire, water and weather. 承租人必須確保租賃物免受火、水和天氣的損害。
- 9. Deadlines and dates 期限及日期**
- 9.1 Absolute or relative transactions with respect to PERI's performance obligation only exist, if this is explicitly agreed in writing. 與派利的履約義務相關的絕對或相關交易只有在明確書面約定的情況下才存在。
- 9.2 Delivery deadlines or other dates are only binding for PERI if they are explicitly marked in the contract as "binding". 交貨期限或其他日期只有在合同中明確標明為“具有約束力”時才對派利具有約束力。
- 9.3 Delivery periods begin only after the details of the execution are clarified. Compliance with agreed-upon delivery periods assumes the fulfilment of all relevant necessary contractual and cooperation obligations of the Lessee. 交付期間僅在確定執行細節後才開始起算。遵守商定的交付期限作為假設承租人履行所有相關的必要合同和合作義務。
- 9.4 Four weeks after a non-binding deadline has been exceeded, the Lessee can request PERI in text form (letter, fax, e-mail) to deliver within a reasonable grace period. PERI is only in default upon receipt of this request. If PERI is in default with the performance, the Lessee may only withdraw from the contract after the grace period has expired fruitless. 在超過非約束性期限後的四個星期，承租人可以文本形式（信件、傳真、電子郵件）要求派利在合理的寬限期內交付。派利僅在收到此請求後才處於違約狀態。如果派利違約，承租人只能在寬限期屆滿無果後方得解除合約。
- 9.5 The delivery obligations are subject to the proviso that PERI itself is supplied properly and in a timely manner, unless PERI is responsible for the incorrect or late delivery to itself. 交付義務的前提是派利本身得到適當和
- 及時的供應，除非派利對不正確或延遲交付負責。
- 9.6 Impediments due to force majeure or any other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, energy and transportation issues, PERI is entitled to extend and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Lessee of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both parties may withdraw from the contract. 由於不可抗力或派利不負責的任何其他不可預見的障礙，例如停工、罷工、鎖廠、政府禁令、能源和運輸問題，派利有權相應地延長和推遲期限，並加上合理的啟動期。即使這樣的情況是因為派利的供應商或分包商引起的，同樣適用。派利對上述情況概不負責，即使它們發生在已經存在的延誤期間。派利將盡快通知承租人此類情況的開始和預計結束時間。如果障礙持續六週或更長時間，雙方都可以撤銷合約。
- 9.7 In the event of slight negligence, any damage caused by delay shall be limited to 0.5% of the contractual price of the overdue performance for each full week of delay, but not more than 5% of the contractual price. 如有輕微過失，延誤造成的損失，每延誤整整一周，以逾期履行合約價格的0.5%為限，但不超過合約價格的5%。
- 9.8 Contract price within the meaning of Clause C.9.7 is the rental price for three months or - if this is shorter - the fixed rental period agreed with the Lessee. Apart from this, the general limitations of liability in Clause C.19 apply. 條款C.9.7條中的合約價格是三個月的租賃價格，或者 - 如果更短 - 與承租人商定的固定租賃期。除此之外，條款C.19條中的一般責任限制有其適用。
- 10. Rental duration 租賃期限**
- 10.1 The minimum rental duration is one month, which is calculated with 30 (thirty) calendar days. 最短期為一個月，按30（三十）個日曆日計算。
- 10.2 The rental period begins with the day on which the Rental Object leaves the warehouse of PERI. The rental period ends when the Rental Object re-enters the contractually agreed rental warehouse of PERI. If no rental warehouse was determined in the rental agreement, then the rental warehouse is the warehouse that lies closest to the construction site to which the Rental Object was delivered. 租賃期從租賃物離開派利倉庫之日算起。當租賃物重新進入合約約定的派利租賃倉庫時，租賃期結束。如果租賃協議中沒有確定租賃倉庫，則租賃倉庫是距離租賃物交付的施工现场最近的倉庫。
- 10.3 If the Lessee has taken over the transport of the Rental Object and the pick-up of the Rental Object is carried out later than the day agreed in the contract by the Lessee due to reasons for which the Lessee is responsible, then the day on which PERI was ready to dispatch the item is considered the beginning of the rental period. 如承租人負責租賃物的運輸，因承租人責任原因導致租賃物的領取時間晚於承租人約定的日期，則租賃日以派利準備好發送該物品的時間為租賃期的開始。
- 10.4 If the Rental Object is to be pre-assembled on the construction site, then the rental period begins with the handover to the Lessee. The handover is takes place at the time of acceptance of the pre-assembly. 如果租賃物在施工现场進行預組裝，則租賃期從移交給承租人時開始。移交發生在驗收預組裝時。
- 10.5 Lessee shall bear the risks of using rented material. PERI does not grant suspension or reductions of rent for holidays, bad weather or technical downtimes. PERI's legal liability for breaches of duty hereby remains unaffected. 承租人承擔使用租用材料的風險。派利不會因假期、惡劣天氣或技術停機而暫停或減少租金。派利在此對違反義務的法律責任不受影響。

- 11. Defect claims 瑕疵索賠**
- 11.1 The Lessee must notify PERI immediately of any defects in the Rental Object. 承租人必須立即通知派利租賃物的任何瑕疵。
- 11.2 PERI is only liable for initial defects if these have arisen due to a circumstance for which PERI is responsible. 派利僅對因派利負責的情況而出現的初始瑕疵負責。
- 11.3 If there is a defect in the Rental Object which renders it unsuitable for the use stipulated in the contract, PERI is also entitled, at its own discretion, to remedy the defect by delivering a new Rental Object. In this case, the delivery of the new Rental Object and the collection of the defective Rental Object shall be at PERI's expense. 如果租賃物存在瑕疵，使其不適合合約規定的用途，派利也有權自行決定透過交付新的租賃物來彌補瑕疵。在這種情況下，新租賃物的交付和有瑕疵的租賃物的回收應由派利承擔費用。
- 11.4 The Lessee's claims for defects are excluded insofar as and as long as PERI is prevented from inspecting alleged defects or the evidence requested by PERI is not made available without delay to an extent that enables PERI to inspect and verify the defect; in this case, it is sufficient if the defective good is made available to PERI and the defect and its cause can be deduced from it. 如果派利無法檢查聲稱的瑕疵，或者派利要求的證據沒有及時提供，使派利能夠檢查和驗證瑕疵的程度，則承租人的瑕疵索賠被排除；在這種情況下，如果派利可以檢查有瑕疵的商品並且可以從中推斷出瑕疵及其原因就足夠了。
- 11.5 Except in cases of imminent danger, the Lessee may only remedy defects itself or have them remedied with PERI's written consent. In this respect, PERI shall only bear the costs that it would have incurred if PERI remedied the defects by itself. 除迫在眉睫的危險情況外，承租人只能自行補救瑕疵或在派利的書面同意下使其被補救。就此而言，派利僅應負擔如果由派利自己補救瑕疵而產生的費用。
- 11.6 In deviation from Clause C.19, damage compensation claims or self-repair and compensation of required expenses are excluded if PERI is not guilty of intentional misconduct or gross negligence. 不同於條款第C.19條所訂，如果派利沒有故意的不當行為或重大過失時，則派利不負責損害賠償或自行修理所需費用。
- 11.7 With PERI's written consent, the Lessee may repair the defects himself or facilitate the same. PERI bears only the costs that it would incur if repair were done by itself in such a case. 經派利書面同意，承租人可自行或協助修復瑕疵。派利僅負自行維修時所產生的費用。
- 12. Signage and advertising 標牌和廣告**
- 12.1 PERI is entitled to affix advertisements for its company and products on banners, signs, posters and similar items in a size determined by PERI at a visible place on the Rental Object. The Rental Object's working capabilities should not be affected thereby to the disadvantage of the Lessee. 派利有權在橫幅、標牌、海報和類似物品上以派利確定的尺寸在租賃物的顯眼位置張貼其公司和產品的廣告。租賃物的工作效力不應因此受到影響而對承租人不利益。
- 12.2 PERI is entitled to photograph the objects on which labour is done with the help of PERI's scaffolding and/or Formwork and to use them in PERI advertisements, along with the name of the Lessee, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages, social-Media platforms and similar locations. If the principle is entitled to a copyright to the object, the Lessee tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the client. 派利有權拍攝在派利的支撐/施工架和/或模板的幫助下完成勞動的物體，並在派利廣告中使用它們，連同承租人的名稱，以任何形式，如目錄、招股說明書、參考列表，在其線上首頁、社交媒體平台和類似位置。如果委託人有權享有該物品的版權，承租人應派利的要求，努力協助派利從客戶那裡獲得相關的使用權。
- 12.3 The Lessee must ensure that the advertisement
- affixed by PERI is not damaged or misplaced. 承租人必須確保派利張貼的廣告沒有損壞或錯放。
- 12.4 Placing advertisements of the Lessee, the client or a third party on the Rental Object requires PERI's prior consent, insofar as such affixing requires an intervention in the substance of the Rental Object. The advertisement of the Lessee should not, in any case, completely or partially hide or cover the advertisement by PERI. 在租賃物上放置承租人、客戶或第三方的廣告，且該廣告對租賃物導致實質干預，需經派利事先同意。承租人的廣告在任何情況下都不應完全或部分隱藏或覆蓋派利的廣告。
- 13. Subleasing, lending and Transfer of the Rental Object 租賃物的轉租、出借、轉讓**
- 13.1 The Lessee is not entitled to sublease or lend the Rental Object or parts of the Rental Object to a third party or to transfer possession of the Rental Object or parts of the Rental Object in any other way to third parties (hereinafter "Transfer of Rental Object"). Any Transfer of the Rental Object requires the prior consent of PERI. The use of the Rental Object by one of the sub-lessees of the Lessee that is active on the construction site agreed upon in the rental agreement may not require approval within the meaning of the preceding sentence, provided that the Rental Object is used by the subcontractors exclusively on the construction site agreed upon in the rental agreement. 承租人無權將租賃物或租賃物的一部分轉租或出借給第三方，或以任何其他方式向第三方轉讓租賃物或租賃物的一部分（以下簡稱“租賃物轉讓”）。租賃物的任何轉讓均需事先征得派利的同意。在租賃協議約定的建築工地上，有效承租人的其中一名次承租人使用租賃物可能不需要得到前一句含義內所同意，前提是租賃物由承租人使用的分包商只在租賃協議中約定的建築工地上進行。
- 13.2 The Lessee hereby assigns all claims of the Lessee against a third party from the Transfer of the Rental Object to PERI, and PERI accepts the assignment. The Lessee hereby assigns receivables of the Lessee arising against the third party via dispositions of the Rental Object or parts of the Rental Object to PERI, and PERI accepts the assignment. 承租人特此將承租人因租賃物轉讓而對第三方提出的所有索賠權利轉讓給派利，且派利接受該轉讓。承租人特此將承租人因處置租賃物或部分租賃物而對第三方產生的應收賬款轉讓給派利，且派利接受該轉讓。
- 13.3 The Lessee shall inform PERI immediately if the Rental Object or parts of the Rental Object are seized or affected in any other way. The Lessee must also inform PERI without delay of any applications for compulsory auctions and compulsory administration with regard to the property on which the Rental Object is located or associated buildings or facilities. 如果租賃物或租賃物的一部分被扣押或以任何其他方式受到影響，承租人應立即通知派利。承租人還必須立即通知派利任何關於租賃物所在地或所在相關建築物或設施的強制拍賣和強制管理之申請。
- 13.4 The Lessee is not entitled to transfer or relocate the Rental Object or parts of the Rental Object to a location other than the one mentioned in the rental contract, unless PERI has previously provided its written consent for this. If the preceding provision is violated, a penalty is due. The penalty will be determined by PERI at its reasonable discretion and, in case of dispute, PERI may bring this dispute to court. In addition, PERI reserves the right to assert higher damage. 承租人無權將租賃物或租賃物的一部分轉移或搬遷至租賃合約中提及地點以外的地點，除非派利事先為此提供書面同意。違反前款規定的，將受到處罰。處罰將由派利合理酌情決定，如有爭議，派利可能會將此糾紛告上法庭。此外，派利保留主張更高損害的權利。
- 14. Return Delivery 返還**
- 14.1 The Return Delivery of the Rental Object ("Return Delivery") is carried out by the Lessee himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the contract. 租賃物的返還（“返還”）由承租人自行完成，除非在訂立合約時另有書面明確約定。
- 14.2 Return Deliveries are carried out at the cost and risk of the Lessee. PERI can, if agreed explicitly, arrange transport for

- the Lessee and commission a transport company for this purpose. If the transport company takes over the return transport, then the Lessee shall bear the transport risk. If PERI undertakes the return transport of Rental Object as an ancillary service (Clauses C.4 and H), then PERI assigns its claims for damages resulting from the return of the Rental Object against the carrier or forwarder to the Lessee. PERI shall inform the carrier or forwarder of such assignment. In all other respects, PERI shall be liable in accordance with Clause C.19. 返還的費用和風險由承租人承擔。如果明確約定，派利可以為承租人安排運輸並為此委託一家運輸公司。如果運輸公司接管返程運輸，承租人應承擔運輸風險。如果派利將租賃物的返還運輸作為一項輔助服務（條款C.4和H），則派利將其針對運送人或貨運代理人因租賃物返還而造成的損害索賠轉讓給承租人。派利應將此類轉讓通知運送人或貨運代理。在所有其他方面，派利應根據第C.19條承擔責任。
- 14.3 PERI can determine the type of shipment and the packaging for Return Delivery. At the time of the Return Delivery, the packaging materials delivered by PERI (mesh boxes, pallets etc.) should be used and returned. 派利可以決定返還的運輸類型和包裝。返還時，應使用並退回派利交付的包裝材料（網箱、托盤等）。
- 14.4 Return Deliveries must be made to the PERI rental warehouse mentioned in the contract (hereinafter referred to as "Place of Return Delivery"), unless otherwise specified explicitly. 除非另有明確規定，否則返還必須到合同中提及的派利租賃倉庫（以下簡稱“返還地點”）。
- 14.5 If the Rental Object is returned, at PERI's request, to a site other than the Place of Return Delivery, then PERI bears any eventual incurred additional transport costs. 如果應派利的要求將租賃物返還至返還地點以外的地點，則派利承擔任何最終產生的額外運輸費用。
- 14.6 Transport insurances are concluded only at the explicit desire and cost of the Lessee. 運輸保險僅在承租人的明確意願和承租人負擔成本下簽訂。
- 14.7 The Lessee must return the Rental Object in its complete, original technical condition without any other damage apart from the normal wear and tear, in a cleaned and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift. 承租人必須以完整、原本的技術狀態歸還租賃物，除正常磨損外，沒有任何其他損壞，處於清潔和可重複使用的狀態，按照尺寸拆卸、捆紮、用托盤裝運並妥善安排，以便用堆高機卸載。
- 14.8 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned. 交接前，由派利潤滑過的主軸或螺桿等機械部件必須在退回前再次潤滑。
- 14.9 Lessee should immediately notify PERI about parts of the Rental Object that are lost or have become useless or damaged during the rental period due to use by the Lessee as soon as the knowledge about the same is obtained. Those parts of the Rental Object that can no longer be repaired, even after reasonable expense, are considered useless. In addition, the Lessee must bear the cost for the disposal of useless parts of the Rental Object. 租賃物在租賃期間因承租人使用而破損、變得無法使用或損壞時，承租人應在得知時立即通知派利。租賃物那些無法再修復的部分，即使在付了合理的費用之後，也被認為是無法使用的。此外，承租人必須承擔處置租賃物無法使用部分的費用。
- 14.10 The Lessee must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Lessee must indicate, which are Rental Objects, which are purchase objects and which are other objects. In case of doubt, PERI has the right to distinguish those objects that are to be regarded as Rental Objects from the mixed properties as per its choice and can demand the return of such Rental Objects at the end of the rental relationship. 承租人必須保證同一類型的租賃物不混裝。如果租賃、購買等物件混合使用，承租人必須註明哪些是租賃物件，哪些是購買物件，哪些是其他物件。如有疑問，派利有權根據其選擇將被視為租賃物的物件與混合財產區分開來，並可在租賃關係結束時要求歸還此類租賃物。
- 14.11 The Lessee must complete the Return Delivery note provided by PERI regarding the Return Deliveries of the Lessee. The number and article description of the parts of Return Delivery sent with a consignment must be listed by the Lessee on the Return Delivery note. The Return Delivery note must be handed over to PERI at the latest with the return of the Rental Object, and it must be signed by the Lessee. 承租人必須填寫派利提供的關於承租人返還的返還單。承租人必須在返還單上列出與托運貨物一起發送的返還零件數量和物品描述。返還單必須最遲隨租賃物的返還一起交給派利，並且必須由承租人簽字。
15. **Return Delivery check 返還檢查**
- 15.1 After the delivery of the Rental Object to the Place of Return Delivery or another unloading site agreed between the Lessee and PERI, the Rental Object is counted and it is verified as to whether it corresponds to the Return Delivery conditions mentioned in Clauses C.14.7 and C.14.8 and to the specifications in the Return Delivery note (hereinafter referred to as "Return Delivery Inspection"). Insofar as the normal course of business permits, the return delivery inspection is performed immediately after receiving the Return Delivery. 將租賃物交付至返還地點或承租人與派利約定的其他卸貨地點後，將對租賃物進行清點，核實其是否符合 C.14.7 條和第 C.14.8 條所述的返還條件以及返還單中的規範（以下簡稱“返還檢驗”）。在正常業務過程允許的範圍內，返還檢驗在收到返還後立即進行。
- 15.2 If the Lessee himself or a representative appointed by him is present at the time the Return Delivery is inspected, then a protocol about the Return Delivery is prepared. Lessee and PERI are to sign the protocol. In case of differences of opinion about the results of the Return Delivery Inspection, the same must be noted in the protocol. 如果承租人本人或其指定的代表在檢查返還時在場，則將會準備一份關於返還的協議。承租人和派利將簽署協議。如果對返還檢驗的結果有不同意見，則必須在協議中註明。
- 15.3 If the Lessee himself or a representative appointed by him is not present at the time that the Return Delivery is inspected, then PERI prepares a written report about the Return Delivery Inspection. The Lessee has the right to prove that the report prepared by PERI is wrong. 如果承租人本人或其指定的代表在檢查返還時不在場，則由派利準備一份關於返還檢查的書面報告。承租人有權證明派利提出的報告有誤。
- 15.4 If the Return Delivery Inspection cannot be performed immediately after receiving the Return Delivery due to time constraints or other reasons, then PERI has the right to perform this inspection at a later time ("Subsequent Return Delivery Inspection"). In this case, PERI will document the Return Delivery and prepare a Return Delivery note about the Subsequent Return Delivery Inspection and send it to the Lessee. At the request of the Lessee, PERI will inform the Lessee in advance of the date of the Subsequent Return Delivery Inspection. 如果由於時間限制或其他原因無法在收到返還後立即執行返還檢驗，則派利有權在稍後時間執行此檢驗（“後續返還檢驗”）。在這種情況下，派利將記錄返還並準備一份關於後續返還檢驗的返還單，並將其發送給承租人。應承租人的要求，派利將提前通知承租人後續返還檢驗的日期。
16. **Cleaning and maintenance**
- The Lessee is responsible for the cleaning and maintenance of the Rental Object. The valid latest version of the guideline of the Güteschutzverband Betonschalungen e.V. (GSV) for handling and maintenance instructions for formwork systems applies to the cleaning and the maintenance of Formwork. This guideline is available upon request. 承租人負責租賃物的清潔和維護。Güteschutzverband Betonschalungen e.V. 指南的最新有效版本 (GSV)，用於模板系統的處理和維護說

明，適用於模板的清潔和維護。供索取。

17. Pick-up 取件

17.1 If for the Return Delivery pick-up by PERI has been exceptionally agreed, then the Lessee must agree with PERI on the exact handover time three working days prior to the pick-up of the Rental Object. 如果已特別同意派利取件返還租賃物，則承租人必須在取件租賃物前三個工作日與派利就確切的交接時間達成一致意見。

17.2 If the Lessee cannot arrange the pick-up due to circumstances for which the Lessee is responsible, then the rental period is extended correspondingly. In this case, the Lessee must bear the cost of the repeated transport. 如因承租人責任導致承租人無法安排取件，則租賃期相應順延。在這種情況下，承租人必須承擔重複運輸的費用。

17.3 If the Rental Object is not picked up by PERI on the agreed day and at the agreed time, then the Customer can immediately demand the pick-up again by phone or in writing. The monitoring and safety obligations of the Lessee remain in force as per Clause C.8 until the completed pick-up of the Rental Object. 如果派利未在約定日期和約定時間取回租賃物，則客戶可以立即透過電話或書面形式再次要求取件。根據第C.8條，承租人的監控和安全義務仍然有效，直到租賃物完成取件。

17.4 PERI shall give notice of the pick-up of the Rental Object in good time. At the time of pick-up by PERI, the Rental Object should be complete, in the original technical condition without any damage other than normal wear and tear, in a clean and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift. It must be loaded carefully at the expense of the Lessee. Otherwise, PERI will separately calculate corresponding mandatory waiting periods. If the pick-up is delayed by more than two hours due to reasons for which the Lessee is responsible, then PERI will be separately compensated for the waiting periods exceeding two hours. 派利應及時通知租賃物的取件。在派利取件時，租賃物應完整，處於原始技術狀態，除正常磨損外沒有任何損壞，處於清潔和可重複使用的狀態，按照尺寸拆卸、捆紮、用托盤裝運並妥善安排，以利用堆高機卸貨。必須小心裝載租賃物，費用由承租人承擔。否則，派利將單獨計算相應的被迫等待期。如因承租人原因導致取件延遲超過兩小時，則派利將對超過兩小時的等候時間另行請求補償。

18. Premature termination of contract 提前終止合同

18.1 PERI is entitled to prematurely terminate the contract and all other existing contracts and to exercise its right to reclaim and pick up the Rental Object if 派利有權提前終止合約和所有其他現有合約，並行使其收回和取件租賃物的權利，如果：

- the Lessee is in delay with at least two consecutive monthly rentals in whole or in part and in doing so with at least 10% of the total amount of the rent payments agreed for the rental period and the Lessee has failed to make payments after PERI has set the Lessee a two-week deadline for payment of the amount in delay; 承租人至少連續兩個月延遲全部或部分租金，並且至少支付了租賃期約定租金總額的 10%，並且在派利為承租人設定了兩週的延遲付款期限後，承租人未能付款
- a bill of exchange or cheque of the Customer is disputed by the Lessee or a third party and the Lessee has failed to make payments after PERI has set a two-week deadline for payment of the amount in delay; 承租人或第三方對客戶的匯票或支票提出異議，且承租人在派利設定兩週的延遲付款期限後未能付款
- an application for insolvency is made or insolvency proceedings are initiated with regard to the assets of the Lessee, in which case any administrator's rights after the insolvency remain unaffected; or 就承租人

的資產提出破產申請或啟動破產程序，在這種情況下，任何管理人在破產後的權利不受影響；或者

- the Rental Object is not used or maintained appropriately or in accordance with PERI's regulations despite reminders being issued. In addition, no warning is required for grossly careless handling. 儘管已發出提醒，但未按照派利的規定正確使用或維護租賃物。此外，粗心大意的操作無須警告。

18.2 PERI is explicitly entitled to enter the construction site to pick-up the Rental Object in the situations identified in Clause C.18.1. 派利明確有權在第 C.18.1 條規定的情況下進入施工現場領取租賃物。

18.3 PERI can demand advance payment of the rent from the Lessor if the lack of payment capability of the Lessee is apparent on the basis of objective circumstances and thus the claims of PERI are at risk. The Lessee undertakes to inform PERI immediately of the occurrence of material circumstances that query the Lessee's performance of the contract (e.g. suspension of payments, enforcement measures, bill protests, etc.). 如果根據客觀情況，承租人明顯缺乏支付能力，派利的索賠存在風險，派利可以要求出租方預付租金。承租人承諾一旦發生質疑承租人履行合約義務的重大情況時（如暫停付款、強制措施、賬單抗議等），立即通知派利。

18.4 PERI must demand the advance payment from the Lessee as per Clause C.18.3 at the latest by the expiry of the 10th (tenth) of the current calendar month in written form in order to assert the right to advance payment for the following month. If PERI has timely asserted the right to advance payment as laid down in the preceding sentence, then the Lessee is obliged to pay the rent for the following month by the 20th (twentieth) of the current month at the latest. The payment according to the preceding sentence is timely made when it is received by PERI within the deadline as per the preceding sentence. 派利必須根據第 C.18.3 條最遲在當前日曆月的第 10（十）日屆滿前以書面形式向承租人索取預付款，以維護下個月的預付款權利。如果派利已按前句規定及時主張預付款權，則承租人有義務最遲在當月 20 號（二十號）之前支付下個月的租金。當派利在前一句規定的期限內收到前一句規定的付款時，即為及時付款。

18.5 If the Lessee is in default with respect to the advance payments for which it is responsible as per Clauses C.18.3 and C.18.4, then PERI has the right to terminate the rental contract with the Lessee as per Clause C.18.1 without any prior notice. 如果承租人拖欠其根據第 C.18.3 和 C.18.4 條的預付款，則派利有權根據第 C.18.1 條終止與承租人的租賃合約，無需任何提前通知。

18.6 The Lessee bears the costs incurred by PERI due to withdrawal of the Rental Object as a result of termination as per Clauses C.18.1 and C.18.4. 承租人承擔派利因根據第 C.18.1 和 C.18.4 條終止而撤回租賃物而產生的費用。

18.7 After termination without notice, PERI has the right to demand compensation for damages in addition to the remaining rent. 未經通知終止後，派利有權要求賠償除剩餘租金外的損害賠償。

18.8 For the case of termination, the further use of the Rental Object is already objected. If the Lessee continues to use the rented object after the expiry of the rental period, the contract shall not be deemed to have been extended. 對於契約終止的情況，已不可進一步使用租賃物。租賃期滿後，如承租人繼續使用租賃物，不視為派利同意續約。

19. Liability on the part of PERI 派利的責任

19.1 PERI is excluded from liability when the Lessee does not use the Rental Object in accordance with the respectively valid instructions for assembly and use provided by PERI. 如果承租人未按照派利個別提供的有效組裝和使用說明使用租賃物，則派利不承擔責任。

19.2 PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited. 無論法律依據如何，派利僅在故意不當行為和重大過失以及法律無法限制責任的情況下應對損害賠償負責。

- 193 In addition, PERI shall be liable in cases of negligence for damages arising from the breach of a material contractual obligation which is essential to the proper performance of the contract and which the Buyer may rely on being observed; in this case, PERI's liability shall be limited to compensation for the foreseeable, typically occurring damage. This limitation of liability applies in the same way to damage caused by gross negligence on the part of employees or agents of PERI who are not organs or executive employees of PERI. 此外，派利還應對因違反重大合同義務而造成的疏忽造成的損害承擔責任，且該違反對合約履行係至關重要，且買方依賴該義務之履行；在這種情況下，派利的責任僅限於賠償可預見的、通常會發生的損害。此責任限制同樣適用於因派利員工或代理人的重大過失造成的損害，且該人員不是派利機構或執行員工的人。
- 194 The above limitations of liability shall not apply to claims for damages of the Buyer (i) arising from injury to life, body or health, (ii) due to fraudulently concealed defects, (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the Rental Object (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable), or (iv) under the law related to product liability. 上述責任限制不適用於買方 (i) 因生命、身體或健康受到傷害，(ii) 由於欺詐性隱瞞瑕疵，(iii) 由於派利已保證租賃物的品質（在這方面，由保證產生的責任條款或時效期限應適用，如果適用），或 (iv) 關於產品責任的法律。
- 195 Any further liability – irrespective of legal grounds – is excluded, unless such exclusion is prohibited by law. 無論法律依據如何，派利排除進一步的責任，除非法律禁止此類排除。
- 196 To the extent that the liability of PERI is excluded or limited, this shall also apply to the liability of PERI's legal representatives, employees and vicarious agents. 如果派利的責任被排除或限制，這也適用於其法定代表、員工和代理人的責任。
- 197 This Clause C.19 does not constitute a reversal of the burden of proof. 本C.19條不構成舉證責任倒置。
- 20. Lessee's liability 承租人的責任**
- 201 The Lessee is not authorised to use the Rental Object after the expiry of the rental period. If the Lessee continues to use the Rental Object, then PERI has the right to claim compensation from the Lessee for damages and use. 租賃期滿後，承租人無權使用租賃物。如果承租人繼續使用租賃物，派利有權向承租人要求賠償損失和使用。
- 202 The Lessee is liable to PERI for damages in accordance with the statutory provisions if Lessee does not return the Rental Object at the end of the rental contract or does not return the Rental Object in the condition described in Clause C.14.7 and 14.8, unless the Lessee is not responsible for this. 如果承租人未在租賃合約結束時歸還租賃物或未按第 C.14.7 條和第 14.8 條所述的情況歸還租賃物，則承租人應根據法律規定向派利承擔損害賠償責任，除非承租人對此不承擔任何責任。
- 203 Insofar as the Lessee must pay compensation for damages to PERI due to non-return, total damage, uselessness or loss of the Rental Object, the damage is calculated as per the original value of the Rental Object according to PERI's price list of rent applicable at the time of the conclusion of contract, deducting a reasonable used parts discount for depreciation of value. 如果承租人必須賠償因租賃物未歸還、全部損壞、無用或遺失而給派利造成損害，則損害依照簽訂合約時租賃物的原值適用租金價格表計算，扣除合理的舊零件所致價值折舊減損。
- 204 Insofar as the Lessee must pay compensation to PERI as a result of damage to the Rental Object, PERI can claim compensation for repair costs of up to 100% of the original value of the Rental Object as laid down in the PERI rental price list, which applies at the time of conclusion of contract. 如果承租人因租賃物的損壞而必須向派利支付賠償金，派利可以要求賠償高達派利在簽訂合同時適用租賃價目表中規定的租賃物原始價值的100%的維修費用。
- 205 The Lessee is obliged to take out adequate insurance coverage that will cover the complete value of the Rental Object. It must at least cover risks such as theft, damages by fire and water, damages caused by adverse weather conditions and damages due to operational interruptions resulting from the same. 承租人有義務為租賃物的全部價值購買足夠的保險。它必須至少涵蓋諸如盜竊、火災和水災損失、惡劣天氣條件造成的損失以及由此造成的營運中斷造成的損失等風險。
- 206 The Lessee is obliged to assign its insurance to PERI upon request in cases of damage. 如果發生損壞，承租人有義務根據派利要求將其保險轉讓給派利。
- 207 The rental claims of PERI which have arisen until the time of the damage event remain unaffected. 在損壞事件發生之前產生的派利之租金索賠權利不受影響。
- 21. Miscellaneous 其他**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply. 在所有其他方面，條款A的規定應適用。
- D. Special Terms of PERI for special Formwork Pre-Assemblies 派利特殊模板預組裝的特別條款**
- 1. General and terminology 總則和術語**
- 1.1 Unless stated otherwise, the Customer is the "Buyer". 除非另有說明，否則客戶為“買方”。
- 1.2 Certain products of PERI such as, climbing formwork or railcars for tunnel formworks, can be delivered in individual parts or prepared for use. If the Buyer agrees with PERI on pre-assembly (hereinafter referred to as "Formwork Pre-Assembly"), then the following conditions apply. 派利的某些產品，例如爬升模板或用於隧道模板的軌道車，可以單獨交付或準備供使用。如果買方同意派利進行預組裝（以下簡稱“模板預組裝”），則適用以下條件。
- 1.3 These Special Terms for Formwork Pre-Assemblies relate to formwork pre-assemblies and dismantling of formwork material and formwork components, which are done at the construction sites. 這些模板預組裝特別條款涉及在建築工地進行的模板預組裝以及模板材料和模板組件的拆卸。
- 1.4 The remaining regulations in the conditions, particularly for the use of a supervisor, repairs and also the approvals in the course of delivery and return, remain unaffected by these Special Terms for special formworks pre-assemblies. 條件中的其餘規定，特別是關於監督員的使用、維修以及交付和退貨過程中的許可，不受這些特殊模板預組裝的特別條款影響。
- 2. General performance description for special Formwork Pre-Assembly 特殊模板預組裝的一般性能說明**
- 2.1 The object of Formwork Pre-Assembly is to assemble special formwork products such as support structures, climbing systems, tunnel formwork carriages, work and safety scaffolds, supporting frames and special formworks, which are generally delivered to the construction site in individual parts and must be assembled at the construction site before use. Formwork Pre-Assemblies also cover the reconstruction and dismantling of the special formwork products mentioned in the preceding sentence insofar as this is agreed between PERI and the Buyer. 模板預組裝的目的是組裝特殊模板產品，如支撐結構、爬升系統、隧道模板小車、工作和安全支撐/施工架、支撐框架和特殊模板，通常以單個零件的形式交付到施工現場，使用前必須在施工现场組裝。在派利與買方達成合意的前提下，模板預組裝還包括前一句中提到的特殊模板產品的重建和拆卸。
- 2.2 PERI executes Formwork Pre-Assemblies with technically skilled mechanics, subcontracting companies and using its own tools. 派利與技術熟練的機械師、分包公司和使用自己的工具，進行模板預組裝。

- 2.3. Insofar as PERI is commissioned to execute the pre-assembly, PERI will give the assembly plans to the Buyer within a reasonable period before the beginning of assembly operations. The assembly plans must be prepared in accordance with the approved standards of technology. The Buyer must check the correctness of the assembly plans within a reasonable period of time from receipt. He must countersign these plans immediately after reviewing them and return them to PERI as a sign of approval. PERI should be informed in writing immediately if certain changes are required in the assembly plans. If the Buyer sends neither the countersigned plans nor the information about change requirements to PERI within a reasonable period, even after PERI issues a written demand, then the plans are considered as approved unless they are not eligible for approval. 在派利受託執行預組裝的情況下，派利將在組裝作業開始前的合理期限內向買方提供組裝計劃。組裝計劃必須按照批准的技术標準編制。買方必須在收到後的合理時間內檢查組裝計劃的正確性。他必須在審查這些計劃後立即簽署，並將其退還給派利作為同意的標記。如果需要對組裝計劃進行某些更改，應立即以書面形式通知派利。即便在派利發出書面要求後，如果買方在合理期限內既未向派利發送簽署後的組裝計劃也未發送有關變更要求的信息，則該計劃將被視為已獲批准，除非它們不需受批准。
- 2.4 PERI does not perform any construction services. 派利不提供任何建築服務。
- 2.5 The exact scope of work of pre-assembly services is agreed in the contract. 預組裝服務的具體工作範圍在合約中約定。

3. Deadlines and dates 期限及日期

- 3.1 If binding deadlines have been determined for pre-assembly operations in writing, then they only start after the Buyer has fulfilled all his cooperation obligations. 如果以書面形式確定了預組裝的約束性期限，則只有在買方履行其所有協同義務後才開始起算。
- 3.2 If PERI does not meet the deadlines, then the Buyer must first set out an appropriate grace period. The Buyer can withdraw from the contract after the fruitless expiry of the grace period set by him according to the preceding sentence. Claims for compensation for damages caused by delay shall be determined in accordance with Clause D.8. 如果派利未在截止日期前完成，則買方必須首先設定適當的寬限期。買方可以根據其在前一句規定的寬限期無果而終後解除合約。因延誤造成的損害賠償請求應按照第 D.8 條決定。
- 3.3. If the Buyer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause D.2.1 (hereinafter referred to as "Subsequent Change Requests of the Buyer"), then these Subsequent Change Requests of the Buyer are executed by PERI to the extent they are possible and reasonable at the cost of the Buyer. 如果買方根據第 D.2.1 條要求對由派利預組裝的特殊模板產品進行更改（以下簡稱“買方的後續變更請求”），則買方的這些後續變更請求由派利在可能且合理的範圍內執行，費用由買方承擔。
- 3.4 Subsequent Change Requests of the Buyer extend the agreed deadlines in accordance with their effects. 根據買方的後續變更請求而將影響延長約定的期限。
- 3.5 The Formwork Pre-Assembly deadline is considered to be met if the pre-assembly service is ready for the Buyer to accept. 如果預組裝已準備好供買方接受時，則認為已符合模板預組裝截止日期。
- 3.6 In case of delays or interruptions during the Formwork Pre-Assembly for which the Buyer is responsible, all the postponement of deadlines and extra costs, particularly the costs for waiting periods and additional travel and accommodation costs, are to borne by the Buyer. 如果在買方負責的模板預組裝過程中出現延誤或中斷，則所有延誤期限和額外費用，特別是等待期的費用以及額外的差旅和住宿費用，均由買方承擔。

- 3.7 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, government prohibitions, war, embargo, epidemics, pandemics and operational disruptions extend the deadlines and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Buyer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both parties to the contract may withdraw from the contract. 由於不可抗力或派利不負責的其他不可預見的障礙，如停工、罷工、鎖廠、政府禁令、戰爭、禁運、地區性流行病、全球性流行病和運營中斷等，將延長截止日期並相應推遲截止日期，推遲期間為障礙的持續期間加上合理的啟動期。派利對上述情況概不負責，即使它們發生在已經存在的延誤期間。派利將盡快通知買方此類情況的開始和預期結束日期。如果障礙持續六週或更長時間，合約雙方都可以解除合同。

4. Work safety and accident prevention 工作安全與事故預防

- 4.1 Immediately after placing an order, the Buyer must appoint a responsible site manager, safety and health coordinator and safety expert. 下訂單後，買方必須立即指定負責的現場經理、安全與健康協調員和安全專家。
- 4.2 After the order is placed by the Buyer and before the beginning of pre-assembly, the Buyer briefs the persons, who are executing the Formwork Pre-Assembly works at the construction site (hereinafter referred to as "PERI Employees") about the local surroundings and the safety and health plan and shares information about emergency exits, first aid and fire protection devices and also special potential hazards of the construction site. 在買方下訂單後和預組裝開始之前，買方向在施工现场執行模板預組裝工作的人員（以下簡稱“PERI 員工”）簡要介紹當地的環境和安全衛生計劃，並分享有關緊急出口、急救和消防設備以及施工现场特殊潛在危險的資訊。
- 4.3 The Buyer provides and installs required fall protection devices and support devices at own expense and risk at all workplaces and traffic routes on which services are carried out by PERI. 買方在 PERI 提供服務的所有工作場所和交通路線上自費和承擔風險提供和安裝所需的墜落保護裝置和支撐裝置。
- 4.4 Tests are to be executed by the Buyer at its expense. 測試由買方自費執行。
- 4.5 Unless agreed otherwise, the Buyer bears the cost for the measures that are required to protect persons and material at the pre-assembly location. 除非另有約定，買方承擔在預組裝地點為保護人員和材料所需採取的措施費用。

5. Buyer's obligations to cooperate 買方的合作義務

- 5.1 The Buyer must obtain all approvals and permissions required for the Formwork Pre-Assembly in good time before the beginning of Formwork Pre-Assembly agreed with PERI. 買方必須在派利同意模板預組裝開始之前及時獲得模板預組裝所需的所有批准和許可。
- 5.2 The Buyer must fulfil all prerequisites so that PERI can implement the Formwork Pre-Assembly completely, without any delay, without affecting the interests of the third party and in compliance with all legal regulations. The cooperation obligations that are summarised for this purpose in these conditions are not final; they only describe the typical performance obligations of the Buyer. Additional obligations for the Buyer may result from the individual contractual agreements. 買方必須滿足所有先決條件，以便派利能夠在不影響第三方利益並遵守所有法律規定的情況下，毫不拖延地完全實施模板預組裝。在這些條件中為此目的概述的合作義務不是最終的；它們僅描述了買方的典型履約義務。買方的額外義務可能由個別合約協議產生。
- 5.3 The Buyer provides particularly the following services at its own expense: 買方自費提供以下服務：
- 5.3.1 Preparation of all required support and stability proofs for the erection of Formwork on buildings or on other foundations;

- 準備在建築物或其他基礎上安裝模板所需的所有支撐和穩定性證明；
- 5.32 Provision of anchoring proofs for suspension points of climbing systems for mounting the Formwork on buildings; 為在建築物上安裝模板的攀爬系統的懸掛點提供錨固證明；
- 5.33 Preparation of even, fixed storage and pre-assembly areas in sufficient size and for the erection of Formwork Pre-Assembly material in a suitable position; 準備足夠大的平坦、固定的儲存和預組裝區域，並將模板預組裝材料安裝在合適的位置；
- 5.34 Preparation of radio sets for communicating with the crane driver whenever required; 準備無線電設備，以便在需要時與起重機司機進行通信；
- 5.35 Downloading, uploading and dismantling of loose and/or Pre-Assembled Formwork parts; 下載、上傳和拆卸鬆散和/或預組裝的模板部件；
- 5.36 Inspecting all delivered Formwork parts for completeness and damages; the Buyer will document the contractually required, but missing or defective Formwork parts and notify the same to PERI in writing; 檢查所有交付的模板零件的完整性及損壞情況；買方將記錄約中要求但缺失或有缺陷的模板零件，並以書面形式通知派利；
- 5.37 Protecting the Formwork against theft and damage; 防止模板被盜和損壞
- 5.38 Executing in-plant transport and site transport between storage, assembly plant and place of installation of the Formwork Pre-Assembly material; 進行模板預裝材料的廠內運輸和倉庫、裝配廠與安裝地點之間的現場運輸；
- 5.39 Preparation of necessary forklifts for load pick-up (e.g. cranes, forklifts) and passenger transport (hydraulic platforms) with required lifting force and range of coverage; 準備必要且具有所需的起重量和覆蓋範圍的堆高機（如吊車、堆高機）和客運的運輸（液壓平台）；
- 5.3.10 Provision of heated and illuminated rest-room and sanitary rooms and also daytime accommodation, tools containers and water for the employees of PERI; 為派利員工提供和明亮的休息室和洗手間以及白天休息處、工具容器和水；
- 5.3.11 Set-up of power connections single phase 230 V and three phase 400 V/50 Hz, 32 A at the Formwork Pre-Assembly location; 在模板預裝配位置設置單相 230 V 和三相 400 V/50 Hz、32 A 的電源連接；
- 5.3.12 Set-up of adequate disposal options for band steel, films, cardboard, paper, wooden and metal parts and also construction waste. 為帶鋼、薄膜、紙板、紙張、木製和金屬部件以及建築垃圾設置適當的處置丟棄方式。
- 5.4 Levelling works, axis determination or other dimensional anchor points must be undertaken by the Buyer at the time of first applications. Fine adjustments to the Pre-Assembled Formwork materials are done by the Buyer. 買方必須在首次申請時進行找平工作、軸線確定或其他尺寸錨點。預組裝模板材料的微調由買方完成。
- 5.5 PERI maintains a site journal during the construction site operation. The Buyer will inspect and confirm the site journal maintained by PERI at least once a week in written form. 派利在施工现场運營期間維護一份現場日誌。買方將至少每週一次以書面形式檢查並確認派利維護的現場日誌。
- 6. Approval of special Formwork Pre-Assembly, defects and beginning of the rental period 特殊模板預組裝、瑕疵和租賃期開始的批准**
- 6.1 The Buyer is obliged to accept the pre-assembly service as per the contract as soon as PERI reports the completion of the concluded pre-assembly without delay. The Buyer only has the right to refuse the acceptance in case of a major defect in the pre-assembly. The Buyer must accept the pre-assembly as per the contract irrespective of the technical or official inspections that the Buyer performs together with a third party. 買方有義務在派利報告預組裝完成後立即按照合約接受預組裝。買方只有在預組裝存在重大瑕疵的情況下才有權拒絕接受。買方必須按照合約接受預組裝，無論買方與第三方一起執行的技術或官方檢查結果如何。
- 6.2 By accepting the pre-assembly, the Buyer confirms the functionality and completeness of the total scope of delivery. 若買方接受預組裝，則表示買方確認總交付範圍的功能性和完整性。
- 6.3 A protocol is prepared about the acceptance, which is signed by both parties. All defects and damages to the objects pre-assembled by PERI are to be mentioned in this protocol. 針對驗收，雙方將簽署驗收協議。由派利預組裝的物體的所有瑕疵和損壞都將在該驗收協議規範中提及。
- 6.4 If it is established that the pre-assembly is not done as per the contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Buyer may, at its option, reduce the remuneration or withdraw from the contract for provision of pre-assembly services. The Buyer is not entitled to further claims, except for any claims for damages limited in accordance with Clause D.8 below. 如果確定未按合約進行預組裝，則派利有權進行維修工作。如果在合理期限內未能維修瑕疵，買方可以選擇減少酬金或根據合約解除提供預裝配服務。買方無權提出進一步的索賠，但根據下文第D.8條限制的任何損害索賠除外。
- 6.5 Acceptance shall be deemed to have taken place if the Buyer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be provided by PERI. In particular, if the Buyer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Buyer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of pre-assembly for reasons for which the Buyer is responsible. 如果買方延遲驗收且派利提供的預組裝沒有重大瑕疵，則視為驗收已經發生。特別是，如果派利已及時通知買方並告知其未能在約定的驗收日期出現的後果，但買方仍未在約定的驗收日期出現，則應視為已經完成預組裝，除非買方對其未能出現不承擔任何責任；如果是由於買方需負責的原因，自預組裝完成通知起兩週後驗收仍未發生，則同樣適用。
- 6.6 Clause C.10 applies to the beginning of the rental period insofar as the special Formwork products are provided for rent. 條款C.10適用於租賃期開始時，派利提供出租的特殊模板產品。
- 7. Return at the time of dismantling 歸還時拆機**
- 7.1 A visual inspection of the object to be dismantled is to be performed by PERI and the Buyer together before the dismantling for disassembly and alteration work starts. 在拆卸和改造工作開始之前，派利和買方須對要拆卸的物體進行目視檢查。
- 7.2 The damages to the rented products that are evident in the visual inspection performed as per Clause D.7.1 and have developed during the rental period, and also apparently missing or damaged parts, are recorded in the protocol in writing and documented with the aid of photo- graphs. The Buyer then confirms the accuracy of the statements in the protocol. 根據第D.7.1條進行的目視檢查中租賃產品明顯的損壞、在租賃期間出現的損壞，以及明顯缺失或損壞的零件，將以書面形式記錄在協議中，並輔以照片。買方將確認協議中陳述的準確性。
- 7.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Buyer within 8 weeks after the visual inspection. A letter to the Buyer is sufficient to assert any damage claim in accordance with the preceding sentence in which PERI informs the Buyer about the subsequently detected damages and the costs required for their rectification. 派利可以在目視檢查後 8 週內向買方索賠在目視檢查中未發現和在租賃期間出現的損壞。一封致買方的信足以根據前一句提出任何損害索賠，該信中派利會通知買

方隨後檢測到的損害以及修補這些損害所需的費用。

8. Liability on the part of PERI 派利的責任

8.1 PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. 派利僅對因故意和重大過失造成的損害負責，無論其法律依據為何。

8.2 In addition, PERI shall also be liable in the event of negligence for damages arising from the breach of a material contractual obligation which is essential to the proper performance of the contract and which the Buyer may rely on being observed; in this case, PERI's liability shall be limited to compensation for the foreseeable, typically occurring damage. This limitation of liability applies in the same way to damage caused by gross negligence on the part of employees or agents of PERI who are not organs or executive employees of PERI. 此外，派利還應對因過失違反重大合約義務而造成的損害承擔責任，且該違反對合約履行係至關重要，買方依賴該義務之履行；在這種情況下，派利的賠償責任僅限於賠償可預見的、通常會發生的損害。此責任限制同樣適用於因派利員工或代理人且該人員不是派利機構或執行員工的重大過失造成的損害。

8.3 The above limitations of liability shall not apply to claims for damages of the Buyer (i) arising from injury to life, body or health, (ii) due to fraudulently concealed defects, (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the good (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable), or (iv) under the law related to product liability. 上述責任限制不適用於買方 (i) 因生命、身體或健康受到傷害，(ii) 由於欺詐性隱瞞瑕疵，(iii) 由於派利已保證商品的品質（在這方面，由保證產生的責任條款或時效期限應適用，如有適用），或 (iv) 關於產品責任的法律。

8.4 Any further liability - for whatever legal reasons - shall be excluded, unless such exclusion is prohibited by law. 無論法律依據如何，派利排除進一步的責任，除非法律禁止此類排除。

8.5 To the extent that the liability of PERI is excluded or limited, this shall also apply to the liability of PERI's legal representatives, employees and vicarious agents. 如果派利的責任被排除或限制，這也適用於其法定代表、員工和代理人的責任。

8.6 This Clause D.8 does not constitute a reversal of the burden of proof. 本D.8條不構成舉證責任倒置。

9. Buyer's liability 買方責任

9.1 The Buyer is liable for damages incurred by PERI due to a culpable violation of his obligations to cooperate as per the legal regulations. 買方應對派利因買方違反法律規定的合作義務而遭受的損害負責。

10. Additional expenses 額外費用

10.1 If pre-assembly services are reasonably interrupted or not started due to improper structural conditions, organisation of the construction site or at the instigation of the Buyer in any other way, the necessary additional expenses will be remunerated separately to PERI according to expenditure. 如果因結構條件不當、施工現場組織不當或買方以任何其他方式指使預裝服務合理中斷或無法開始，則必要的額外費用將根據支出支付給派利。

10.2 The Buyer must also pay PERI separately for the additional expenses that are not included in the issued order, particularly additional expenses for changed pre-assemblies, and for unforeseen difficulties that respectively fall within the Buyer's area of responsibility. Insignificant additional expenses shall be disregarded and shall not be remunerated separately. 買方還必須單獨向派利支付未包含在已發出訂單中的額外費用，特別是更改預組裝的額外費用，以及分別屬於買方責任範圍內的不可預見的困難。微不足道的額外費用應予以忽略，不應單獨支付。

11. Staff liability 員工責任

PERI provides no warranty and accepts no liability with regard to culpable conduct on the part of persons provided by the Buyer. Such persons are vicarious agents of the Buyer. 對於買方提供的人員的過失行為，派利不提供任何保證，也不承擔任何責任。這些人是買方的代理人。

12. Validity of the Terms of PERI for the sale and renting 派利銷售和租賃條款的有效性

Apart from these Special Terms, the Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or Special Terms of PERI for renting of Formwork and Scaffold (Clause C) apply to the use of pre-assembled special Formwork products. 除這些特殊條款外，派利出售模板和支撐/施工架之特別條款（條款B）和/或派利出租模板和支撐/施工架之特別條款（條款C），適用於預組裝特殊模板產品的使用。

E. Special Terms of PERI for the Formwork pre-assemblies at the PERI site 派利在派利現場進行模板預組裝的特殊條款

1. Field of application and Definitions 適用範圍及定義

1.1 The Special Terms of PERI for Formwork pre-assemblies at the PERI site apply to pre-assemblies agreed between PERI and the Buyer, which are not the Formwork Pre-Assemblies as per Clause D.2. These must be executed at the PERI site. 派利在派利現場進行模板預組裝的特殊條款適用於派利與買方商定的預組裝，這不是第D.2條中提到的模板預組裝。這些必須在派利現場執行。

1.2 Unless otherwise agreed, the Customer is the "Buyer" 除非另有約定，客戶為“買方”。

2. General performance description of the Formwork pre-assembly at the PERI site 派利現場模板預組裝的一般性能說明

The object of Formwork pre-assembly at the PERI site is the assembly of Formworks at the PERI site. 派利現場模板預組裝的對象是派利現場模板的配件。

3. Pre-assembly plans 預組裝計畫

3.1 Pre-assembly plans can be prepared by the Buyer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Buyer, then PERI executes the pre-assembly according to these plans. PERI does not review the pre-assembly plans of the Buyer and does not assume any liability for the correctness of the pre-assembly plans provided by the Buyer. PERI shall point out to the Buyer any obvious defects that prevent PERI from performing the services. 預組裝計畫可由買方準備，或者如果另外委託派利，則由派利準備。如果買方向派利提供預組裝計畫，則派利將根據這些計畫執行預組裝。派利不審查買方的預組裝計畫，也不對買方提供的預組裝計畫的正確性承擔任何責任。派利應向買方指出任何妨礙派利提供服務的預組裝計畫中的明顯缺陷。

If the pre-assembly plans are to be prepared by PERI as per the contract, then the regulations of the Special Terms of PERI for engineering and structural calculation services (Clause F) apply. 如果派利根據合約準備預組裝計畫，則適用派利工程和結構計算服務的特殊條款（條款F）的規定。

3.2 If the Formwork pre-assembly is to be executed at the PERI site as per the contract, then the Buyer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Buyer with the task of preparing the pre-assembly plans. 如果基於合約，派利現場執行模板預組裝，則買方將在預組裝開始前收到預組裝計畫，此前提是買方已委託派利執行準備預組裝計畫。

3.3 If the pre-assembly plans are to be prepared by the Buyer, then the Buyer's pre-assembly plans should include all specifications required to produce the end product. Besides the geometric form with all necessary dimensions, it should also include the constructional and static connections and the materials and quality characteristics. 如果預組裝計畫是由買方準備，則買方的預組裝計畫應包括生產最終產品所需

的所有規格。除了具有所有必要尺寸的幾何形式外，還應包括結構和靜態連接以及材料和品質特性。

4. Change in design 設計變更

If the Buyer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, then PERI must inform him immediately about the price change and postponement resulting from the same. The Buyer must immediately confirm the price changes and postponements as laid down in the preceding sentence in writing; otherwise, PERI will execute the pre-assembly according to the original pre-assembly plans. 如果買方想要更改派利準備的預組裝計劃或下令進行更改，則派利必須立即通知買方由此導致的價格變化和延期。買方必須立即以書面形式確認前一句規定的價格變更和延期；否則，派利將按照原預組裝計劃進行預組裝。

5. Execution of the pre-assembly 預組裝的執行

5.1 If the Buyer uses its own materials, PERI insofar is not liable for any damage caused by these materials during the pre-assembly. 如果買方使用自己的材料，派利對這些材料在預組裝期間造成的任何損壞不承擔任何責任。

5.2 Parts that are provided by the Buyer must be in a sufficiently clean and functional condition. If this is not the case, then the Buyer must bear additional expenses required such as those for inspection and sorting. 買方提供的部件必須處於足夠清潔和功能良好的狀態。如果不是這種情況，則買方必須承擔所需的額外費用，例如檢查和分類的費用。

6. Approval of the pre-assembly 預組裝許可

6.1 The Buyer is obliged to accept the pre-assembly service as per the contract as soon as PERI reports the completion of a concluded pre-assembly without delay. The Buyer only has the right to refuse the acceptance in case of a major defect in the pre-assembly. The Buyer must accept the pre-assembly irrespective of the technical or official inspections, which the Buyer performs together with a third party. 買方有義務在派利報告預組裝完成後立即按照合約驗收預組裝服務。買方只有在預組裝存在重大瑕疵的情況下才有權拒絕驗收。買方必須驗收預組裝，而不管買方與第三方一起執行的技術或官方檢查。

6.2 By accepting the pre-assembly, the Buyer confirms the functionality and completeness of the total scope of supply. 透過驗收預組裝，買方確認總供貨範圍的功能性和完整性。

6.3 Defects or damages to the objects pre-assembled by PERI must be included in a protocol that is to be prepared together and signed by the Buyer and PERI at the time of acceptance. 在驗收時，買方和派利共同準備並簽署驗收協議，派利預組裝的物體的瑕疵或損壞必須包含在該驗收協議中。

6.4 If it is established that the pre-assembly is not done as per the contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Buyer at its discretion may reduce the remuneration or withdraw from the contract for provision of pre-assembly services. The Buyer is not entitled to further claims, except for any claims for damages limited in accordance with Clause E.8 below. 如果確定未按合約進行預組裝，則派利有權進行維修工作。如果在合理期限內未能維修瑕疵，買方可以選擇減少報酬或解除提供預裝配服務的合約。買方無權提出進一步的索賠，但根據下文第E.8條限制的任何損害索賠除外。

6.5 Acceptance shall be deemed to have taken place if the Buyer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be carried out by PERI. In particular, if the Buyer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Buyer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed

since notification of the completion of pre-assembly for reasons for which the Buyer is responsible. 如果買方延遲驗收且派利提供的預組裝沒有重大瑕疵，則視為驗收已經發生。特別是，如果派利已及時通知買方並告知其未能在約定的驗收日期出現的後果，但買方仍未在約定的驗收日期出現，則應視為已經完成預組裝，除非買方對其未能出現不承擔任何責任；如果是由於買方需負責的原因，自預組裝完成通知起兩週後驗收仍未發生，則同樣適用。

7. Delayed call off 延遲取消

7.1 If the Buyer does not call off the fully assembled materials until the agreed date, then he falls into default of acceptance without further requests. In this case, the Buyer shall be liable for compensation for intentional misconduct and gross negligence. 如果買方在約定的日期之前沒有取消完整組裝的材料，那麼他就違反驗收規定，而派利無需進一步做任何請求。在此情況下，買方應就故意不當行為和重大過失承擔賠償責任。

7.2 In this respect, the risk shall pass to the Buyer. In so far, the Buyer shall also bear the necessary additional expenses such as storage costs. 在這方面，風險應轉移給買方。買方還需承擔倉儲費等必要的額外費用。

7.3 If the pre-assembled material is rented by the Buyer, then the rental period begins from the point of time at which the Buyer delays the acceptance or, if the delay in acceptance occurs at a later point in time, at the point in time at which the Buyer delays acceptance. 如果買方租用預組裝材料，則租賃期從買方延遲驗收的時間點開始，或者，如果驗收延遲較晚發生，則從買方延遲驗收的時間點開始計算。

8. Liability 責任

8.1 PERI is liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. 派利僅對因故意和重大過失造成的損害負責，無論其法律依據為何。

8.2 In addition, PERI shall also be liable in the event of negligence for damages arising from the breach of a material contractual obligation which is essential to the proper performance of the contract and which the Buyer may rely on being observed; in this case, PERI's liability shall be limited to compensation for the foreseeable, typically occurring damage. This limitation of liability applies in the same way to damage caused by gross negligence on the part of employees or agents of PERI who are not organs or executive employees of PERI. 此外，派利還應對因過失違反重大合約義務而造成的損害承擔責任，且該違反對合約履行係至關重要，買方依賴該義務之履行；在這種情況下，派利的賠償責任僅限於賠償可預見的、通常會發生的損害。此責任限制同樣適用於因派利員工或代理人且該人員不是派利機構或執行員工的重大過失造成的損害。

8.3 The above limitations of liability shall not apply to claims for damages of the Buyer (i) arising from injury to life, body or health, (ii) due to fraudulently concealed defects, (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the good (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable). 上述責任限制不適用於買方 (i) 因生命、身體或健康受到傷害，(ii) 由於欺詐性隱瞞瑕疵，(iii) 由於派利已保證商品的品質 (在這方面，由保證產生的責任條款或時效期限應適用，如有適用)

8.4 Any further liability – irrespective of legal grounds – is excluded, unless such exclusion is prohibited by law. 無論法律依據如何，派利排除進一步的責任，除非法律禁止此類排除。

8.5 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of PERI's legal representatives, employees and vicarious agents. 如果派利的責任被排除或限制，這也適用於其法定代表、員工和代理人的責任。

8.6 This Clause E.8 does not constitute a reversal of the burden of proof. 本E.8條不構成舉證責任倒置。

9. Deadlines and dates 期限及日期

9.1 If binding deadlines have been determined for the pre-

- assembly operations in writing, then these only begin after the Buyer has fulfilled all its cooperation obligations. 如果以書面形式確定了預組裝的約束性期限，則只有在買方履行其所有協同義務後才開始起算。
- 9.2 If the fixed dates are not met by PERI, then the Buyer is obliged to set an appropriate grace period that adequately enables PERI to subsequently fulfil its obligations under the contract. 如果派利未在截止日期前完成，則買方有義務設定適當的寬限期，以使派利隨後能夠充分履行其在合約項下的義務。
- 9.3 The Buyer can withdraw from the contract after the expiry of the grace period as per Clause E.9.2. Claims to compensation for damages caused by delay shall be determined in accordance with Clause E.8. 買方可以在第E.9.2條規定的寬限期屆滿後解除合約。因延誤造成的損害賠償請求權應根據第E.8條決定。
- 9.3.1 Subsequent change requests by the Buyer are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects. 在派利認為可行且合理的範圍內買方自費執行買方提出的後續變更請求。隨後的變更請求會根據其影響延長期限。
- 10. Payment and transfer**
- 10.1 All prices are net prices and are to be paid plus statutory VAT. 所有價格均為淨價，需另加法定增值稅。
- 10.2 There are no discounts on the invoices. 發票無折扣。
- 10.3 Cheques are accepted only on account of payment by PERI. 派利僅接受支票付款。
- 10.4 Interest is charged for delay and calculated as per article 203 of the Civil Code of the Republic of China (Taiwan). 延誤收取遲延利息，依中華民國民法第203條計算。
- 10.5 The Buyer shall not be entitled to any right of retention unless the counterclaim on which the right of retention is based is undisputed or has been finally adjudicated or is based on the same contractual relationship. In these cases, the Buyer can exercise the right of retention after expiry of one month after notification of assertion of the right of retention in text form (letter, fax, e-mail). 買方無權享有任何保留權，除非保留權所依據的反訴無爭議或已最終裁決或基於相同的合約關係。在這些情況下，買方可以在以文本形式（信件、傳真、電子郵件）通知主張保留權後一個月行使保留權。
- 10.6 The Buyer may only assign claims against PERI, regard- less of the type, to third parties with the written consent of PERI. 買方只有在獲得派利書面同意的情況下，才能將針對派利的任何類型的索賠權轉讓給第三方。
- 11. Validity of the Terms of PERI for the sale and renting 派利銷售和租賃條款的有效性**
- Apart from this, the Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or the Special Terms of PERI for renting of Formwork and Scaffold (Clause C) apply to the use of pre-assembled special Formwork products. 除此之外，派利出售模板和支撐/施工架之特別條款（條款B）和/或派利出租模板和支撐/施工架之特別條款（條款C），適用於預組裝特殊模板產品的使用。
- F. Special Terms of PERI for engineering and structural calculation services 派利工程和結構計算服務的特殊條款**
- 1. Definitions 定義**
- Unless agreed otherwise, the Customer is the “Buyer”. 除非另有約定，否則客戶為“買方”。
- 2. General performance description of engineering and structural calculation services 工程及結構計算服務的一般履行說明**
- The following services can be the object of engineering and structural calculation services that are to be

implemented by PERI: 以下服務可以成為派利實施工程和結構計算服務的對象：

- 21 **Pre-assembly planning: 預組裝計劃**
- Pre-assembly planning is the preparation of all joining plans necessary for the use of Formwork and/or Scaffold for the pre-assembly of Formwork and Scaffold (hereinafter referred to as “Pre-Assembly Plans”). 預組裝使用模板和/或支撐/施工架所需的所有連接計劃的準備（以下簡稱“預組裝計劃”）。
- 22 **Deployment planning: 部署計劃：**
- Deployment planning is the preparation of all assembly plans required for the use of Formwork and/or Scaffold. 部署計劃是為使用模板和/或支撐/施工架所需的所有組裝計劃做的準備。
- 23 **Calculation of stability: 穩定性計算：**
- This concerns the preparation of all calculations necessary for the use of Formwork and/or Scaffold in order to build and use Formwork and/or Scaffold as per the static criteria. The static acceptance of the built Formwork and/or Scaffold is not included in the calculation of stability. 這涉及準備使用模板和/或支撐/施工架所需的所有計算，以便根據靜態標準構建和使用模板和/或支撐/施工架。已建模板和/或支撐/施工架的靜態驗收不包括在穩定性計算中。
- 3. Engineering and structural calculation services in the field of application of the regulation about the fees for services of architects and engineers fees 建築師和工程師服務收費條例適用範圍內的工程和結構計算服務**
- Industry standard fees for services of architects and engineers are not to be reduced or exceeded. 不得減少或超過建築師和工程師服務的行業標準費用。
- 4. Buyer's obligations to cooperate 買方的合作義務**
- 4.1 The Buyer must review the correctness of the assembly and Pre-Assembly Plans with regard to the specific project for obvious incorrectness. The Buyer must return the assembly and Pre-Assembly Plans to PERI immediately after reviewing and approving them. 買方必須針對特定項目檢查裝配和預裝配計劃的正確性，看是否存在明顯的錯誤。買方必須在檢查和批准後立即將組裝和預組裝計劃返還給派利。
- 4.2 The Buyer must inform PERI immediately in writing if it requires any changes in the assembly and Pre-Assembly Plans for Formwork and/or Scaffold with regard to the specific project. In this notification, the Buyer must also inform PERI of the wanted changes. In the event of a delay of more than one week in sending the notification after receiving the assembly and Pre-Assembly Plans, the plans are considered to be approved by the Buyer unless they are obviously not eligible for approval. 如果買方需要對特定項目的模板和/或支撐/施工架的裝配和預裝配計劃進行任何更改，則買方必須立即以書面形式通知派利。在此通知中，買方還必須將欲更改之處告知派利。在買方收到組裝和預組裝計劃後，超過一周才發送更改通知的延遲情況，除非該計畫明顯不符合許可條件外，視為買方認可接受該計劃。
- 5. Payment 付款**
- The payment of engineering and structural calculation services is subject to the regulations in the contract. 工程和結構計算服務的付款以合約規定為準。
- 6. Liability**
- 6.1 PERI is liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. 派利僅對因故意和重大過失造成的損害負責，無論其法律依據為何。
- 6.2 In addition, PERI shall also be liable in the event of negligence for damages arising from the breach of a material contractual obligation which is essential to the proper performance of the contract and which the Buyer may rely on being observed; in this case, PERI's liability shall be limited to compensation for the foreseeable, typically occurring damage. This limitation of liability applies in the same way to damage caused by gross negligence on the part of employees or agents of PERI

	who are not organs or executive employees of PERI. 此外，派利還應對因過失違反重大合約義務而造成的損害承擔責任，且該違反對合約履行係至關重要，買方依賴該義務之履行；在這種情況下，派利的賠償責任僅限於賠償可預見的、通常會發生的損害。此責任限制同樣適用於因派利員工或代理人且該人員不是派利機構或執行員工的重大過失造成的損害。		
6.3	The above limitations of liability shall not apply to claims for damages of the Buyer (i) arising from injury to life, body or health, (ii) due to fraudulently concealed defects, (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the good (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable), or (iv) under the law related to product liability. 上述責任限制不適用於買方 (i) 因生命、身體或健康受到傷害，(ii) 由於欺詐性隱瞞瑕疵，(iii) 由於派利已保證商品的品質（在這方面，由保證產生的責任條款或時效期限應適用，如有適用），或 (iv) 關於產品責任的法律。	222	The plan comparison does not replace the assembly instruction and/or the risk assessment of the company as per the industrial safety regulation. 計劃比較不能代替裝配說明和/或公司根據工業安全法規進行的風險評估。
6.4	Further liability – irrespective of legal grounds – is excluded, unless such exclusion is prohibited by law. 無論法律依據如何，派利排除進一步的責任，除非法律禁止此類排除。		
6.5	To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents. 如果派利的責任被排除或限制，這也適用於其法定代表、員工和代理人的責任。		
6.6	This Clause F.6 does not constitute a reversal of the burden of proof. 本F.6條不構成舉證責任倒置。		
7.	Legal and other regulations 法律及其他規定		
7.1	Apart from this, the provisions of the Terms pursuant to Clause A shall apply. 除此之外，條款 A 的規定應適用。		
7.2	In all other respects, the statutory regulations apply to engineering and structural engineering services to be provided by PERI. 在所有其他方面，法律規定適用於派利提供的工程和結構工程服務。		
G.	Special Terms of PERI for briefing and plan comparison 派利用於簡報和計劃的特殊條款比較		
1.	Definitions 定義 Unless agreed otherwise, the Customer is the "Buyer". 除非另有約定，否則客戶為“買方”。		
2.	Performance description 性能說明 Insofar as explicitly agreed in the contract, PERI undertakes to brief the employees appointed by the Buyer with regard to the use of Formwork and/or scaffolding material delivered by PERI and undertakes the plan comparison by a supervisor. PERI provides the following services with respect to the briefing or plan comparison: 只要合約明確約定，派利承諾向買方指定的員工介紹派利交付的模板和/或支撐/施工架材料的使用情況，並由監督員進行計劃比較。派利提供以下有關簡報或計劃比較的服務：		
2.1	Briefing: 簡報：		
2.1.1	PERI briefs the employees of the Buyer as to the proper and professional handling of Formwork and/or Scaffold as per the PERI assembly and use instructions. The assembly itself lies in the area of responsibility of the Buyer. 派利向買方的員工介紹如何根據派利組裝和使用說明正確和專業地處理模板和/或支撐/施工架。組裝本身屬於買方的責任範圍。		
2.1.2	The briefing does not replace the risk assessment and assembly instructions of the contractor as per the industrial safety regulation. 簡報不能代替承包商根據工業安全法規進行的風險評估和組裝說明。		
2.2	Plan comparison: 計畫比較：		
2.2.1	PERI checks the conformity between the actual superstructure of the Formwork and/or Scaffold with the assembly plan within the framework of plan comparison. Here the supervisor appointed by PERI inspects the Formwork and/or Scaffold built by the Buyer by means of a random visual inspection for any apparent deviations from the assembly plan. 派利在計劃比較框架內檢查模板和/或支撐/施工架的實際上部結構與裝配計劃之間的一致性。派利任命的監督員通過隨機目視檢查買方建造的模板和/或支撐/施工架是否與裝配計劃有任何明顯偏差。	222	The plan comparison does not replace the assembly instruction and/or the risk assessment of the company as per the industrial safety regulation. 計劃比較不能代替裝配說明和/或公司根據工業安全法規進行的風險評估。
			3. Responsibility of the supervisor 監督員的責任
		3.1	The supervisor does not have authority to give instructions to site staff. Thus, he is not responsible for the compliance with work safety regulations and safety relevant requirements and crane and forklift use. 監督員無權向現場工作人員發出指示。因此，他不對遵守工作安全規定和安全相關要求以及起重機和堆高機的使用負責。
		3.2	The supervisor is not responsible for delivery schedules or for usage and functionality of Formwork and/or Scaffold material that is in the Buyer's possession or that is the property of Buyer. 監督員不對交貨時間表或買方擁有或屬於買方財產的模板和/或支撐/施工架材料的使用和功能負責。
		4.	Working hours and remuneration 工作時間及報酬
		4.1	The working hours of PERI Employees are determined by the collective pay agreements applicable to PERI. Working and travel periods are recorded on time sheets. Time sheets are signed by the Buyer. 派利員工的工作時間由適用於派利的集體薪酬協議決定。工作和旅行時間記錄在時間表上。時間表由買方簽署。
		4.2	The remuneration will be charged to the Buyer for the agreed hourly rates plus any supplements for overtime, night or shift operations, unless agreed otherwise. PERI will provide the list of hourly and overhead rates on demand to the Buyer free of charge. 除非另有約定，否則報酬將按商定的小時費率加上加班、夜班或輪班作業的任何附加費向買方收取。派利將提供需向買方免費提供小時費率和管理費用的清單。
		4.3	The hourly rates do not include any daily allowances, costs for boarding and lodging, travel expenses and cost for the transportation of equipment and luggage. 小時費率不包括任何每日津貼、食宿費、差旅費以及設備和行李的運輸費。
		5.	Buyer's obligations to cooperate 買方的合作義務
		5.1	The Buyer must fulfil all the prerequisites that are necessary for the service of PERI. The Buyer must produce public law approvals for the construction of the Formwork and Scaffold. 買方必須滿足派利服務所需的所有先決條件。買方必須為建造模板和支撐/施工架具備法律所需之審批。
		5.2	The Buyer must appoint a responsible site coordinator and arrange for technically qualified staff to help the supervisor. The language of instruction is (respective country) Chinese, unless otherwise explicitly agreed in writing at the time the contract is concluded. 買方必須指定一名負責的現場協調員並安排技術合格的人員協助主管。授課語言為中文，除非在訂立合同時另有書面明確約定。
		5.3	The Buyer must inspect the required constructional and static connections himself. 買方必須親自檢查所需的結構和固定的連接。
		5.4	Cranes and lifting tools, forklifts and lifting tackle with adequate lifting power and operating staff (hereinafter referred to as "Site Resources") must be granted free of charge, if PERI notifies the Buyer about the need of such Site Resources. If the provision of Site Resources notified by PERI is delayed, and as a result, the briefing and plan comparison to be executed by PERI Employees is postponed, then the Buyer must bear the costs for waiting periods caused by the delay. 如果派利通知買方需要以下現場資源，則買方必須免費提供派利具有足夠起重能力的起重機、起重工具、堆高機、起重滑車和操作人員（以下簡稱

- “現場資源”)。如果派利通知的現場資源提供延遲，並因此延遲由派利員工執行的簡報和計劃比較，則買方必須承擔因延遲造成的等待期間的費用。
- 5.5 Radio sets for communication with the crane driver are to be provided by the Buyer if required. 如果需要，買方應提供用於與起重機司機通信的無線電設備。
- 5.6 The Buyer must provide daytime accommodation, equipment containers, workplaces at the construction site, access routes and feeder tracks, crane and tools, and connections to water and power. If required, the Buyer must arrange for a power supply of 380/220 volts, including the power connection to the site, free of charge. The costs for the consumption and for measuring equipment or meters are borne by the Buyer. 買方必須提供日間住宿、設備容器、施工現場的工作場所、進出路線和支線軌道、起重機和工具，以及水電連接。如果需要，買方必須免費安排 380/220 伏的電源，包括現場的電源連接。消耗和測量設備或儀表的費用由買方承擔。
- 5.7 The Buyer must ensure that trucks can be driven on the approach roads to the site. The Buyer is liable for any damage caused to the property of PERI due to insufficient expansion of the road to the construction site. 買方必須確保卡車可以在通往現場的道路上行駛。買方應對因通往施工現場的道路擴建不足而對派利財產造成的任何損害負責。
- 5.8 The Buyer must ensure sufficient illumination at the site. The Buyer bears the costs incurred with regard to illumination. If sufficient illumination is not provided, then PERI can arrange for lighting, and the costs of these lights and charges for use are to be borne by the Buyer. If sufficient illumination is not possible or unacceptable, then PERI can stop work at the site until sufficient lighting arrangements are made and PERI approves them. The Buyer is responsible for timely switching on and off of the lights or the switching on and shutting off of the lights. 買方必須保證現場有足夠的照明。買方承擔與照明有關的費用。如果沒有提供足夠的照明，派利可以安排照明，這些燈的費用和使用費由買方承擔。如果買方無法提供足夠的照明或照明無法被接受，則派利可以停止現場工作，直到做出足夠的照明安排並獲得派利的批准。買方負責及時開關燈。
- 5.9 The Buyer commits to provide the required changing rooms and toilets for PERI Employees free of charge in accordance with the trade regulations for small sites. 買方承諾根據小型場所的行業規定免費為派利員工提供所需的更衣室和洗手間。
- 6. Protocol 協議**
After briefing is completed by the supervisor, the site coordinator appointed by the Buyer as per Clause G.5.2 has to sign the briefing protocol and thus, confirm the proper and complete fulfilment of the briefing obligation and also confirm the handover of any documents. 在監督員完成簡報後，買方根據第 G.5.2 條指定的現場協調員必須簽署簡報協議，從而確認簡報義務的適當和完整履行，並確認任何文件的移交。
- 7. Liability 責任**
- 7.1 PERI shall be liable for damages that PERI has culpably caused to the Buyer in accordance with the statutory provisions. 派利根據法律規定應對派利因過失給買方造成的損害承擔責任。
- 7.2 PERI is not liable for damages that are caused by the Buyer through the assembly of Formwork and/or Scaffold executed by the Buyer. 派利不對因買方執行模板和/或支撐/施工架組裝而造成的損害承擔責任。
- 7.3 Apart from this, PERI's liability is limited as follows: In any other case, PERI shall be liable for damages - regard- less of the legal basis - solely in cases of intentional misconduct and gross negligence. The same applies to damages that incurred to the Buyer due to gross negligence of corporate bodies, executives of PERI or vicarious agents of PERI. In

addition, PERI shall be liable in cases of ordinary negligence 除此之外，派利的責任限制如下：在任何其他情況下，無論法律依據如何，派利僅在故意不當行為和重大過失的情況下應付賠償責任。這同樣適用於因法人團體、派利高階主管或派利代理人的重大過失而給買方造成的損害。此外，派利應對一般過失承擔責任：

- for damages arising from injury to life, body or health, 因生命、身體或健康受到傷害而造成的損失，
 - for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages. 因違反重大合約義務（基本義務）而造成的損失；在這種情況下，派利的責任僅限於賠償可預見的典型損害。
- 7.4 PERI shall also be liable for damages to the Buyer arising from gross negligence on the part of PERI's corporate bodies or executives. 派利還應對因派利的法人機構或高階主管的重大過失而給買方造成的損害承擔責任。
- 7.5 The limitations on liability set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to quality or is subject to mandatory liability pursuant to product liability law. 如果派利以欺詐方式隱瞞瑕疵、提供品質保證或根據產品責任法規承擔強制責任，則上述責任限制不適用。
- 7.6 Any further liability, irrespective of the legal grounds, as well as the compensation for damages, which are not based on the briefing or the plan comparison by PERI, is excluded, to the extent permitted by law. 在法律允許的範圍內，非基於派利的簡報或計劃比較的任何進一步責任，無論法律依據如何，派利排除其損害賠償責任。
- 7.7 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents. 如果派利的責任被排除或限制，這也適用於其法定代表、員工和代理人的責任。
- 7.8 This Clause G.7 does not constitute a reversal of the burden of proof. 本G.7條不構成舉證責任倒置。

H. Special Terms of PERI for transport services 派利的運輸服務特殊條款

1. General information 一般資訊

- 1.1 PERI provides transport services if requested by the Customer with regard to the Purchase Item and/or the Rental Object. 派利應客戶要求提供有關購買商品和/或租賃物的運輸服務。
- 1.2 Transport services can be agreed as additional services in the rental or Purchase Contract. 運輸服務可以在租賃或購買合約中約定中作為附加服務。
- 1.3 PERI does not provide the transport service itself. PERI hands over the purchase and Rental Objects to be transported by PERI to the shipping agent or the forwarder. 派利本身不提供運輸服務。派利將由派利運輸的採購和租賃物品交給貨運代理。

2. Transport 運輸

The transport of the purchase and/or Rental Object starts from the PERI Taiwan Limited's warehouse, unless explicitly agreed otherwise in writing. 購買和/或租賃物品的運輸從派利台灣有限公司之倉庫作為起點，除非另有書面明確約定。

3. Passing of risk 風險轉移

Insofar as PERI takes over the transport of the purchase or Rental Object, PERI bears the risk of transport until the item is handed over to the Buyer or the Lessee. 在派利接管購買或租賃物運輸的情況下，派利承擔運輸風險，直至將物品移交給買方或承租人。

4. Payment 付款

Payment for the transport services is fixed as per the contractual agreements. 運輸服務的付款方式依合約規定。

※本條款以英文版內容為準※