



A REPLIGEN COMPANY

Tantti Terms and Conditions of Sale	Tantti 銷售條款和條件
Products and Services	產品和服務

1. <u>Entire Agreement and Acceptance.</u>	1. 完整協議及接受。
<p>1.1. These Terms and Conditions of Sale constitute the complete agreement (“Agreement”) governing the purchase and sale of products (“Products”) from and performance of related Services (as hereinafter defined) by Tantti Laboratory Inc. and its affiliates (“Tantti”) to customer company (“Customer”). Notwithstanding the foregoing, any Customer purchase order confirmed by Tantti in writing that reflects the terms of an agreed upon quote provided by Tantti to Customer and does not contain any conflicting terms hereto (each, a “Confirmed Purchase Order”) is incorporated herein by reference. If applicable to a Product, Tantti’s corresponding end user software license provided with the Product, shall also be incorporated herein by reference. For the purposes of this Agreement, “Services” means any services provided by Tantti to Customer related to the repair, preventative maintenance, relocation, retrofit, upgrade, installation, calibration, and/or validation of the Products.</p>	<p>1.1. 本銷售條款和條件構成規範 Tantti Laboratory Inc. 及其關係企業（「Tantti」）向客戶公司（「客戶」）購買、銷售產品（「產品」）及提供相關服務（定義見下文）的完整協議（「協議」）。儘管有上述規定，對於 Tantti 以書面形式確認的任何客戶採購訂單，如其體現了 Tantti 向客戶提供的議定報價的條款，且不包含任何與本協議衝突的條款（各稱為「已確認採購訂單」），則均納入本協議。如果 Tantti 隨產品提供的相應最終使用者軟體授權適用於某一產品，則也應納入本協議。就本協議而言，「服務」係指 Tantti 向客戶提供的與產品的維修、預防性維護、遷移、改裝、升級、安裝、校準及/或驗證有關的任何服務。</p>
<p>1.2. Tantti’s offer to sell Products to and perform Services for Customer is expressly conditioned on Customer’s acceptance of this Agreement. Any of the following constitutes Customer’s unqualified acceptance of this Agreement: (1) written acknowledgement of this Agreement on the last page of these terms or other written acknowledgement; (2) issuance of a purchase order for any Products that is confirmed by Tantti; (3) acceptance of any shipment of Products or performance of Services; (4) payment for any Products or Services; or (5) any other act or expression, in writing, of acceptance by Customer.</p>	<p>1.2. Tantti 向客戶銷售產品並為客戶提供服務的要約明確以客戶接受本協議為前提。以下任何一項均構成客戶無條件接受本協議：(1) 在本協議條款最後一頁對本協議做出書面確認或以其他方式做出書面確認；(2) 簽發經 Tantti 確認的任何產品的採購訂單；(3) 接受任何產品出貨或服務履行；(4) 對任何產品或服務付款；或 (5) 表明客戶接受的任何其他行為或書面表達。</p>
<p>1.3. This Agreement prevails over any of Customer’s purchase order terms or other terms and conditions of purchase provided by Customer. Confirmation of</p>	<p>1.3. 本協議優先于客戶提供的任何採購訂單條款或其他採購條款和條件。確認客戶採購訂單及/或履行客戶</p>



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<p>a Customer Purchase Order and/or fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement. In the event of a rejection of Customer's purchase order, Tantti will use good faith efforts to notify Customer of the rejection within ten (10) business days after receipt of Customer's purchase order. Tantti's failure to object to any provisions contained in any Customer purchase order, acknowledgement, or other document from Customer will not be construed as a waiver of this Agreement nor an acceptance of any such provisions. In the event of a conflict between a Confirmed Purchase Order and these Terms and Conditions of Sale, the Confirmed Purchase Order shall take precedence over these Terms and Conditions of Sale solely with respect to price and shipment. For the sake of clarity and notwithstanding anything to the contrary that may be set forth in Customer's purchase order, Tantti expressly rejects any Customer preferred status regarding pricing compared to other customers' pricing, including, but not limited to, requests for "most favored nation" and "competitive pricing." No variation to this Agreement shall be binding unless agreed in writing between the authorized representatives of Customer and Tantti.</p>	<p>訂單不構成對客戶條款和條件的接受，也不構成對本協議的修改或修訂。如果客戶的採購訂單被拒絕，Tantti 將在收到客戶採購訂單後的十 (10) 個工作日內盡善意努力通知客戶。Tantti 未對任何客戶採購訂單、確認書或其他客戶文件中的任何規定提出異議，不得解釋為放棄本協議或接受任何此類規定。如果已確認採購訂單與本銷售條款和條件之間存在衝突，則已確認採購訂單僅在價格和出貨方面優先於本銷售條款和條件。為清楚起見，即使客戶的採購訂單中有任何相反規定，Tantti 明確拒絕客戶在定價方面與其他客戶相比享有任何優先地位，包括但不限於關於「最惠國」和「競爭性定價」的要求。除非客戶和 Tantti 的授權代表書面同意，否則對本協議的任何變更均不具有約束力。</p>
2. <u>Prices, Taxes, and Payment.</u>	2. <u>價格、稅款和付款。</u>
<p>2.1. Except as may be otherwise set forth in the Confirmed Purchase Order, the price of the Products shall be in accordance with Tantti's current list prices at the date Tantti receives Customers' purchase order. Notwithstanding the foregoing, Confirmed Purchase Orders with delivery terms longer than one (1) month may be subject to adjustment, in Tantti's sole discretion. Such adjustments include, but are not limited to, Tantti's changes to pricing, quantities, shipping arrangements, or currency exchange.</p>	<p>2.1. 除非已確認採購訂單中另有規定，否則產品的價格應按照 Tantti 收到客戶採購訂單之日的現行價目表價格。儘管有上述規定，但 Tantti 可自行決定對交付期超過一 (1) 個月的已確認採購訂單進行調整。此類調整包括但不限於 Tantti 對定價、數量、出貨安排或貨幣兌換的變更。</p>



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<p>2.2. Regardless of applicable Incoterms, any tax, duty, tariff, custom, VAT or other fee imposed by any federal, state or local government authority (each, a “Tax”) will be paid by Customer and shall be in addition to the price quoted or invoiced. If Repligen is required to prepay any Tax (including any Tax prepaid by Repligen where Repligen is the importer of record in connection with the international shipment of any Product from one Repligen location to another Repligen location and any Tax paid by Repligen in connection with third-party resins acquired on Customer’s behalf). Customer shall reimburse Repligen for any such prepayment. Customer shall have sole responsibility to submit a resale or tax-exempt certificate to claim any applicable exemption. If any governmental authority subsequently determines that any purchase by Customer was improperly classified as tax-exempt, Customer shall promptly pay Repligen any Tax attributable to such purchase, and shall indemnify, defend, and hold harmless Repligen against any third-party claims (including any damages, fines, penalties, late fees, costs, and expenses, including reasonable attorneys’ fees and collection costs) related to such determination.</p>	<p>2.2. 無論適用的《國際貿易術語解釋通則》如何，除報價和發票的價格之外，客戶還應承擔由任何聯邦、州或地方政府主管機關計征的任何稅款、稅收、關稅、稅務、增值稅或其他費用（每一項均稱為「稅費」）。如果要求 Tantti 預付任何稅費（包括 Tantti 作為正式進口人，就任何產品從一個 Tantti 地點國際性運輸至另一個 Tantti 地點而預付的任何稅費，以及 Tantti 就代表客戶獲得的協力廠商樹脂而支付的任何稅費），客戶應為 Tantti 核銷任何此類預付款。客戶應全權負責提交轉售或免稅證明，以申請任何適用的免稅。如果任何政府主管機關隨後認定客戶的任何購買行為不被當地分類為免稅，客戶應及時向 Tantti 支付因該購買行為而產生的任何稅費，並且應就與此認定相關的任何第三方索賠（包括任何損害賠償金、罰款、處罰、滯納金、成本及費用，含合理的律師費和收帳費用）為 Tantti 賠償、辯護並使其免受損害。</p>
<p>2.3. Unless otherwise set forth in the Confirmed Purchase Order, payment terms are net thirty (30) days from date of invoice. All payments shall be paid in full in US Dollars without any deduction or set-off or counter claim. Tantti reserves the right to: (1) charge 1.5% per month (18% simple interest per annum) on amounts that are not paid when due; (2) require pre-payment terms from any Customer whose account is overdue or who has an unsatisfactory credit or payment record; and/or (3) refuse to sell to any Customer until overdue accounts are paid in full. Customer is responsible for all collections cost, including attorneys’ fees, on past due accounts. Any typographical, clerical or other error or omission in any sales literature, Confirmed Purchase Order, price list, invoice or other document or information issued by Tantti, including Tantti’s</p>	<p>2.3. 除非已確認採購訂單中另有規定，否則付款期限為發票日期起三十 (30) 天內。所有款項均應以美元全額支付，不得作任何扣抵、抵銷或反索賠。Tantti 保留以下權利：(1) 對到期未付的款項每月收取 1.5% 的費用（每年 18% 的單利）；(2) 要求任何帳款逾期、信用或付款記錄不佳的客戶預付款項；及/或 (3) 在逾期帳款全部付清前拒絕向任何客戶出售。客戶承擔所有逾期帳款的催收成本，包括律師費。對於 Tantti 發佈的任何銷售資料、已確認採購訂單、價目表、發票或其他文件或資訊（包括 Tantti 網站）中出現的任何印刷、書寫或其他錯誤</p>



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website, shall be subject to correction without any liability on the part of Tantti.	或遺漏, Tantti 應進行更正, 但無需承擔任何責任。
3. <u>Orders and Shipment.</u>	3. <u>訂單和出貨。</u>
3.1. Acceptance of Customer proposed changes to a Confirmed Purchase Order shall be at Tantti's sole discretion. Confirmed Purchase Orders may not be cancelled, and delivery times may not be delayed more than thirty (30) days. Products may be returned only for warranty related issues and only with the express prior written authorization of Tantti. Custom Products are not returnable. Orders are not assignable or transferable, in whole or in part, without the express prior written consent of Tantti.	3.1. Tantti 應自行決定是否接受客戶對已確認採購訂單提出的變更。 已確認採購訂單不得取消, 交付時間延遲不得超過三十 (30) 天。只有在獲得 Tantti 事先明確書面授權的情況下, 產品才能因保證相關問題而退貨。客製產品不可退貨。 未經 Tantti 事先明確書面同意, 訂單不可全部或部分轉讓或讓與。
3.2. Tantti will use reasonable efforts to ship Products or perform Services in accordance with the requested delivery date indicated on Customer's purchase order; however, such dates are estimates only and are non-binding. Tantti shall not be liable for any losses or damages arising out of delays in delivery or performance.	3.2. Tantti 將盡合理努力按照客戶採購訂單上注明的要求交付日期安排產品出貨或提供服務; 但是, 這些日期僅為估計, 不具有約束力。Tantti 不承擔因延遲交付產品或履行服務而造成的任何損失或損害。
3.3. Shipment of all Products from and within Taiwan will be FCA origin prepaid and add (Incoterms 2020). Shipment of all Products to other Asian countries and Australia will be FCA collect (Incoterms 2020). Delivery of Products to the carrier will be deemed satisfactory delivery, and title and risk of loss of Products will pass to Customer upon placement with the carrier. All shipment costs will be paid by Customer. Shipment will be by air freight unless otherwise mutually agreed. Products shipped with dry ice are subject to a handling charge, which is prepaid by Tantti and added to the invoice. Customer shall provide Customer's customs broker information to Tantti prior to shipment. In the event Customer does	3.3. 從中華民國發出以及在中華民國內運輸的所有產品的出貨, 將採用 FCA 原產地預付和附加方式 (《國際貿易術語解釋通則 2020》)。運往其他亞洲國家/地區及澳洲的所有產品的出貨, 將採用 FCA 收款方式 (《國際貿易術語解釋通則 2020》)。向承運人交付產品即視為完成交付, 產品的所有權和損失風險將在交付承運人後轉移給客戶。所有出貨費用將由客戶承擔。除非雙方另有約定, 否則將採用空運。使用乾冰出貨的產品需支付處理費, 由 Tantti



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<p>not have a customs broker, Tantti may, in its discretion, assist Customer with identifying a customs broker to advance clearance of the shipment through customs, but shall have no liability related to the identification of or performance by such customs brokers.</p>	<p>預付並加入發票中。客戶應在出貨前向 Tantti 提供其報關行資訊。如果客戶沒有報關行，Tantti 可自行決定協助客戶確定報關行，以辦理清關，但不對確定此類報關行或報關行履約情況承擔任何責任。</p>
<p>3.4. Unless otherwise agreed to by the parties that a “Complete Shipment” is required, Tantti may, in its sole discretion, without liability or penalty, make partial shipments of Product to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order.</p>	<p>3.4. 除非雙方另有約定要求「完整出貨」，否則 Tantti 可自行決定向客戶分批出貨產品，而無需承擔任何責任或罰款。每批出貨均構成一次單獨銷售，無論該批出貨是否全部或部分履行了客戶的採購訂單，客戶均應支付所運貨物的費用。</p>
<p>4. <u>Inspection and Site Acceptance Tests</u></p>	<p>4. <u>檢查和現場接受度測試</u></p>
<p>4.1. <u>Inspection.</u> Customer shall inspect the Products upon receipt. Customer must notify Tantti’s Customer Service Department of any discrepancies between the Products received and the Confirmed Purchase Order within five (5) business days following receipt. If Customer does not notify Tantti in writing of any discrepancy within the five-day period, the Products will be deemed accepted by Customer, subject to Customer’s Warranty set forth in Section 5.</p>	<p>4.1. <u>檢查。</u>客戶應在收到產品後進行檢查。客戶必須在收到產品後 5 個工作日內向 Tantti 客戶服務部通報收到的產品與已確認訂購單之間的任何差異。如果客戶未在 5 天內書面通知 Tantti 不符之處，則根據第 5 條所述的客戶保證，將視為客戶接受產品。</p>
<p>4.2. <u>Site Acceptance Tests for Certain Products.</u> Following installation, and when included in the Confirmed Purchase Order, Tantti will proceed with final testing using Tantti’s published performance specifications and using its standard instruments and procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the specifications (with any permitted variations/tolerances), Tantti may issue a Site Acceptance Test Certificate which shall be conclusive evidence of such compliance and thereupon installation</p>	<p>4.2. <u>對某些產品進行現場接受度測試。</u>已確認採購訂單中的產品安裝完成後，Tantti 將根據其發佈的性能規範，使用其標準儀器和程式進行最終測試。在證明符合規範（包括任何允許的變化/公差）的最終測試圓滿完成後，Tantti 可簽發現場接受度測試證書，該證書視為符合規格之最終證據，簽發證書後產品安裝應視為完成並符合 Tantti 在本協議項下的</p>



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of the Product shall be deemed to be complete and in compliance with Tantti's obligations under the Agreement. In any event, Customer agrees that the Product is accepted on the earlier of: (i) seven (7) days after the date on which Tantti notifies Customer that final testing was successfully completed; (ii) upon issuance of the Site Acceptance Test Certificate; or (iii) on the date Customer first uses the Equipment for operational use.	義務。在任何情況下，客戶同意在以下三者中的較早日期接受產品：(i) Tantti 通知客戶最終測試成功完成之日後七 (7) 天；(ii) 簽發現場接受度測試證書時；或 (iii) 客戶首次將設備用於操作用途之日。
5. <u>Warranty.</u>	5. <u>保證。</u>
5.1. Tantti warrants to Customer that (i) for a period of twelve (12) months from shipment, the Products, under normal and applicable usage and, if recommended or applicable, with regular recommended Service, will be free from defects in material and workmanship; (ii) at the time of delivery, the Products will perform substantially in accordance with the Specifications issued by Tantti for the applicable Products ("Product Warranty"). Each of the Product Warranty and Service Warranty set forth in Section 13.4 shall hereinafter be referred to as "Warranty." When allowed under the applicable law, any statutory warranties and warranty periods are hereby expressly rejected, and the terms herein shall apply. Representations, oral or written, which are in addition to or inconsistent with this Warranty or the published specifications are not binding on Tantti. This Warranty shall not cover used goods or used spare parts purchased by Customer from any party other than Tantti, Customer's failure to follow equipment operating instructions, or excessive or unsuitable use by Customer. The Warranty shall be null and void if Tantti determines, in its sole discretion, (i) that Customer has altered, misused, or failed to use reasonable care with the Products, (ii) that the issues are due to normal wear and tear; (iii) that Customer has failed to use or store Products in accordance with instructions furnished by Tantti (iv) there has been repair by any party other than Tantti, (v) a force majeure has occurred, or (vi) that Customer has used the Product for any purpose other than its intended	5.1. Tantti 向客戶保證：(i) 在出貨後的十二 (12) 個月內，在定期使用推薦的服務的情況下，產品在正常使用情況下不會出現材料和製造瑕疵；(ii) 在交付時，產品將實質性符合 Tantti 為適用產品發佈的規範（「產品保證」）。第 13.4 條載明的每項產品保證和服務保證在下文中簡稱「保證」。在適用法律允許的情況下，特此明確拒絕任何法定保證和保證期限，並應適用本協議中的條款。超出本保證或發佈的規範或與之不一致的口頭或書面聲明，對 Tantti 不具有約束力。客戶從 Tantti 以外的任何一方購買的二手貨物或二手備件、客戶未遵守設備操作說明、客戶過度或不當使用設備不在本保證範圍內。如果 Tantti 自行認定出現以下情形，則本保證不生效力：(i) 客戶變更、濫用或未能合理小心使用產品，(ii) 問題是由於正常磨損造成；(iii) 客戶未按照 Tantti 提供的說明使用或存儲產品；(iv) 除 Tantti 以外的任何一方對產品進行了維修；(v) 發生了不可抗力；或 (vi) 客戶將產品用於 Tantti 產品隨附文件中所述預定用途以外的任何用途。透過 Tantti 以外管道購買的第三方產品或部件不在 Tantti 保證範圍



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purpose as such is indicated in Tantti documentation accompanying the Product. Tantti does not warrant third-party products or parts purchased other than through Tantti. In such an event, Customer's remedies will be solely from the third-party manufacturer or supplier. Unless expressly stated in a certificate of analysis accompanying a Product, Products are not manufactured under cGMP standards or cGMP certified.	內。在此情況下，客戶的救濟全部由第三方製造商或供應商提供。除非在產品隨附分析證書中有明確說明，否則產品不是按照 cGMP 標準或 cGMP 認證製造的。
TANTTI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO RESULTS OBTAINED THROUGH USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING BY LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.	Tantti 不作任何其他明示或暗示的保證。對於任何產品或服務的適銷性、非侵權性、特定用途的適用性，或透過使用獲得的結果，無論是由法律或是由履行、交易或商業慣例產生的，Tantti 均不作任何保證，對以上所有均明確否認。
5.2. In the event of a Warranty claim related to a Product, Customer must promptly contact Tantti's Customer service team. If instructed to do so by Tantti, Customer shall return the Product to Tantti for inspection or shall destroy the Product and certify such destruction to Tantti. If Tantti determines the issue is a valid Warranty claim, then Tantti's sole obligation and Customer's sole remedy, at Tantti's sole option, will be to repair, replace, or refund via a credit on the Customer account, the Product purchase price or portion thereof. If Tantti is unable to repair or replace the Product, Tantti will credit the Customer the amount paid for the applicable Product or part, pro rata based on straight-line depreciation from shipment until the date of Warranty expiration.	5.2. 如果發生與產品相關的保固請求，客戶必須立即聯繫 Tantti 的客戶服務團隊。如果 Tantti 有指示，客戶應將產品退回 Tantti 進行檢查，或銷毀產品並向 Tantti 提出銷毀證明。如果 Tantti 確定問題屬於有效的保固請求，則 Tantti 的唯一義務和客戶的唯一救濟（由 Tantti 自行選擇）是維修產品、更換產品或透過在客戶帳款中提供抵免額度以退還產品購買價格或部分價格。如果 Tantti 無法維修或更換產品，Tantti 將根據從出貨到保固到期的直線折舊，按比例抵免客戶為相關產品或部件所支付的金額。
5.3. Customer will be solely responsible for (i) infringement of any third-party intellectual property rights resulting	5.3. 客戶應對以下情形全權負責：(i) 客戶因不按照本協



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from modification or use of the Products by Customer other than in accordance with this Agreement, (ii) compliance with all applicable laws and regulatory requirements, (iii) determining that the Product is suitable for Customer's purposes, and (iv) conducting all necessary testing required for applicable Customer processes. Customer agrees that each of the Products shall be used solely for its intended purposes and in accordance with applicable law. Products are not intended for use in vivo with humans or animals.	議修改或使用產品而導致侵犯任何第三方智慧財產權, (ii) 遵守所有適用的法律和法規要求, (iii) 確定產品適用於客戶的用途, 以及 (iv) 進行相關客戶流程要求的所有必要測試。客戶同意, 每款產品僅用於其預定用途, 並符合適用法律。產品不適用於人體或動物活體內。
6. <u>Intellectual Property.</u> All intellectual property rights in and to the Products and Services (including any improvements made thereto before, after, or during the term of this Agreement) are, and shall at all times remain, vested in Tantti and/or its licensors. Any user license as may be granted to the Customer under this Agreement or any applicable software license shall be non-transferable and non-exclusive and shall only be used for the Customer's own internal business purposes of operating the Products. Tantti retains all other rights, title, and interest in Product software. Any such license shall terminate automatically on the earlier of (i) discontinued use by Customer of the Product, and (ii) termination or expiry of the Agreement for any reason.	6. <u>智慧財產權。</u> 產品和服務的所有智慧財產權 (包括在本協議期限之前、之後或期間對產品和服務所作的任何改進) 均歸 Tantti 及/或其授權人所有, 並應始終歸 Tantti 及/或其授權人所有。在本協議項下授予客戶的任何使用者授權或任何適用的軟體授權均不可轉讓且非專屬, 僅可用于客戶操作產品的內部業務目的。Tantti 保留產品軟體的所有其他權利、所有權和利益。任何此類授權應在以下較早時間自動終止: (i) 客戶終止使用產品, 以及 (ii) 本協議因任何原因終止或到期。
7. <u>Indemnification.</u>	7. <u>賠償。</u>
7.1. Tantti will defend and indemnify Customer against damages finally awarded in any legal action brought by a third party against Customer alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a Product, as manufactured and provided by Tantti to Customer, but always excluding use and/or combination of such Product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on Customer's failure to comply with the Agreement; (b) claims that arose based on Customer's failure to acquire any applicable additional	7.1. 客戶若直接且完全因 Tantti 製造並向其提供的產品 (但在任何情況下均不包括該產品與其他產品或元件的共同使用及/或組合) 而侵犯了第三方擁有的任何智慧財產權, 則在第三方對客戶提起的任何法律訴訟中, Tantti 將為客戶辯護並賠償最終判決的損害賠償金。此侵權賠償不適用於 (a) 因客戶未能遵守本協議而產生的索賠; (b) 因客戶未能獲得與客戶使用產品相關的任何其他適用智慧財產權而產生的



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<p>intellectual property rights related to Customer's use of the products; (c) Products that Tantti made, assembled or labeled in reliance upon Customer's instructions, specifications, or other directions; (d) modifications made by Customer or any third party; or (e) Customer's continued use of any Product after Customer's receipt of notice of an infringement claim. If Customer notifies Tantti of an infringement claim, or if in Tantti's opinion the intended use of the Tantti Product may become the subject of an infringement claim, Tantti may take any action or no action as Tantti deems appropriate in its sole discretion, including without limitation: (1) procuring for Customer the right to continue practicing the intended use of the Product; (2) replacing or modifying any Product so that the intended use becomes non-infringing; or (3) requiring Customer to return any Product that is the subject of the infringement claim and upon return, refund to Customer the price actually paid by Customer for the returned Product, pro rata based on the period of time from receipt of the Product by Customer to return using three-year straight-line depreciation.</p>	<p>索賠; (c) Tantti 根據客戶的指示、規範或其他指示製造、組裝或標記的產品; (d) 客戶或任何第三方進行的變更; 或 (e) 客戶在收到侵權索賠通知後繼續使用任何產品。如果客戶通知 Tantti 侵權索賠, 或 Tantti 認為 Tantti 產品的預定用途可能成為侵權索賠的對象, Tantti 可自行酌情決定採取或不採取任何行動, 包括但不限於: (1) 為客戶獲得繼續將產品用於預定用途的權利; (2) 更換或變更任何產品, 使其預定用途不再侵權; 或 (3) 要求客戶退回作為侵權索賠物件的任何產品, 並在退回時根據客戶從收到產品到退回產品的時間, 採用三年直線折舊法按比例向客戶退還其為退回的產品實際支付的價格。</p>
<p>7.2. Customer shall defend, indemnify, and hold harmless Tantti and its affiliates, and their respective representatives, from and against any and all damages incurred or suffered by Tantti or such persons arising, directly or indirectly, from Customer's: (i) injury to any person or property; (ii) use of the Product in a manner or environment, or for any purpose, for which Tantti did not design it, or in violation of Tantti's written recommendations or instructions, including in a manner that infringes the intellectual property rights of any third party; or (iii) breach of any of Customers obligations set forth in this Agreement.</p>	<p>7.2. 客戶應為 Tantti 及其關係企業及其各自代表辯護、賠償, 使 Tantti 或此類人員免受直接或間接因以下行為而引起的任何及所有損害: (i) 對任何人或財產的傷害; (ii) 以非 Tantti 指定的方式、環境或任何目的使用產品, 或違反 Tantti 的書面建議或指示, 包括以侵犯任何第三方智慧財產權的方式使用產品; 或 (iii) 違反本協議中規定的任何客戶義務。</p>
<p>7.3. THE FOREGOING STATES THE ENTIRE LIABILITY OF TANTTI, AND THE EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL</p>	<p>7.3. 對於任何及所有產品或其任何部分或其使用侵犯或聲稱侵犯任何專利或其他智慧財產權, 或盜用或聲稱盜用任何商業秘密的行為, 上述內容說明了</p>



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PROPERTY RIGHT, OR MISAPPROPRIATION OR CLAIMED MISAPPROPRIATION OF ANY TRADE SECRET, BY ANY AND ALL PRODUCTS OR ANY PART THEREOF OR USE THEREOF.	Tantti 的全部責任，以及客戶的唯一救濟。
8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TANTTI BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES SUSTAINED BY CUSTOMER UNDER THIS AGREEMENT OR FROM THE USE OF PRODUCTS INCLUDING THE SALE, INSTALLATION, USE OR INABILITY TO USE ANY PRODUCT OR TANTTI'S PERFORMANCE OF SERVICES, EVEN IF TANTTI WAS NOTIFIED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICES UNDER THE APPLICABLE PURCHASE ORDER.	8. 責任限制。 在適用法律允許的最大範圍內，在任何情況下，Tantti 均不會根據任何法律基礎（包括但不限於契約、過失侵權、嚴格責任侵權或任何類型的保證）對以下事項承擔責任：(I) 客戶在本協議項下或因使用產品（包括銷售、安裝、使用或無法使用任何產品或 Tantti 提供的服務）而遭受的任何間接、特殊、附帶、衍生性或懲戒性損害，即使 Tantti 已被通知或本應知道此類損害的可能性，或 (II) 任何超過客戶在相關採購訂單項下為特定產品或服務所支付金額之損害賠償。
9. Insurance. Tantti and Customer shall each maintain, at its respective cost, comprehensive general liability insurance, including premises and product liability insurance in amounts customary for Tantti or Customer's business, as applicable.	9. 保險。 Tantti 和客戶應各自承擔費用，投保綜合責任保險，包括 Tantti 或客戶業務（視情況而定）合理金額的場所和產品責任保險。
10. Representations and Compliance.	10. 陳述和合規。
10.1. Customer and Tantti shall comply with all national and international laws and regulations applicable to this Agreement and their respective businesses. In addition	10.1. 客戶和 Tantti 應遵守適用於本協議及其各自業務的所有國家和國際法律法規。除所有其他契約、法律



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<p>to all other contractual, legal, and equitable remedies, Tantti reserves the right to stop marketing, offering to sell, selling, distributing and otherwise supplying Products if Tantti or any of its licensors reasonably believes that the Customer or any Customer affiliate or any of their respective employees or agents is not complying with any applicable law. For Customers in pharmaceutical, cosmetic and/or food industries, it is expressly understood and agreed that Customer shall be solely responsible for complying with laws, regulations and practices applicable to its industry, including but not limited to medical requirements, general manufacturing practice guidelines and applicable laws.</p>	<p>和衡平法救濟外，如果 Tantti 或其任何授權人合理認為客戶或任何客戶關係企業或其任何各自的員工或代理人不遵守任何適用法律，Tantti 保留停止行銷、報價銷售、銷售、經銷和以其他方式供應產品的權利。對於製藥、化妝品及/或食品行業的客戶，雙方確認並同意，客戶應全權負責遵守適用於其行業的法律、法規和慣例，包括但不限於醫療要求、一般製造慣例指南和適用法律。</p>
<p>10.2. Customer acknowledges that the parties are subject to: (a) the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the “FCPA”); and (b) other applicable bribery and corruption laws, including without limitation the 2016 Taiwan Anti-Corruption Act and the UK Bribery Act and local laws for the jurisdictions covered thereunder. Customer hereby agrees that it will not take or permit any action that will either constitute a violation under, or cause Tantti to be in violation of, the provisions of applicable anti-corruption laws. Notwithstanding any other provision of this Agreement, if Tantti becomes aware of what it determines in good faith to be a breach of this Section 10 with regard to anti-corruption laws, Tantti is entitled to terminate this Agreement, including the Confirmed Purchase Order, and any other agreement between the parties, with immediate effect and without any liability to Customer.</p>	<p>10.2. 客戶承認，雙方均受以下法規約束：(a) 美國 1977 年《海外反貪污法》（「FCPA」）、《制定法大全》第 91 卷第 1495 條及後續條款；以及 (b) 其他適用的反賄賂和貪污法規，包括但不限於中華民國 2016 年《貪污治罪條例》及英國《反賄賂法》及適用於相關司法管轄區的當地法律。客戶特此同意，其不會採取或允許任何違反適用反貪污法規規定或導致 Tantti 違反相關反貪污法規的行為。即使本協議中有任何其他規定，如果 Tantti 獲知其善意認定違反第 10 條有關反貪污法規的行為，則 Tantti 有權立即終止本協議（包括已確認採購訂單）和雙方之間的任何其他協議，立即生效且不對客戶承擔任何責任。</p>
<p>10.3. Customer agrees to comply with all export laws and restrictions and regulations applicable to Taiwan, including but not limited to, the International Trade Commission and Ministry of Economic Affairs, and of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export to</p>	<p>10.3. 客戶同意遵守適用於中華民國的所有出口法律、限制和規定，包括但不限於國際貿易署和經濟部以及美國商務部或其他美國或其他主權機構或權威機構的所有出口法律、限制和規定，並且不違反任何此</p>



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<p>any countries, or release to a national of a restricted country, of any technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations). Customer understands and acknowledges that certain Products are export-controlled require US export licenses to certain countries and access must be restricted to permitted users. Repligen shall not be responsible for governmental delays in the issuance of export licenses, and any such delays do not give rise to cancellation or other rights or remedies with regard to any Confirmed Purchase Order. Customer shall not to sell, resell, export, re-export or transfer any Product, software or technology provided by Tantti without Tantti's prior written consent. Customer shall not use any Product, Service, information, software and technology offered by Tantti in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof. In the event Products require approval, Tantti requires an appropriate End-User-Declaration from the end user stating the precise use of the Products and including an informative company profile.</p>	<p>類限制、法律或法規，向任何國家/地區出口或允許出口或再出口，或向受限制國家/地區的國民發佈任何技術資料或其任何直接產品，或除非並且直至獲得針對在適用的美國出口管理條例規定的國家/地區的所有必需的許可證和授權為止（或任何後續補充或法規規定的國家/地區）。客戶理解並承認，某些產品受出口管制，需要美國對某些國家/地區的出口許可證，並且必須限制僅許可用戶使用。Tantti 不對政府延遲簽發出口許可證負責，且任何此類延遲均不會導致任何已確認採購訂單的取消或其他權利或救濟。未經 Tantti 事先書面同意，客戶不得銷售、轉售、出口、再出口或轉讓 Tantti 提供的任何產品、軟體或技術。客戶不得將 Tantti 提供的任何產品、服務、資訊、軟體和技術用於核技術或大規模殺傷性武器（核武器、生化武器或化學武器）及其載體或與之相關的任何用途。如果產品需要批准，Tantti 要求最終用戶提供適當的最終使用者聲明，說明產品的確切用途，並附上資訊全面的公司簡介。</p>
<p>10.4. Tantti shall comply with European General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Nevada Privacy Law and the Taiwan Personal Data Protection Act (PDPA), when applicable. Tantti will request, process and use personal data from Customer to manage Customer's requests, claims, orders or repairs and for the continuing relationship management to Customer. For all cases involving a transfer of personal data, Tantti will ensure compliance with applicable data protection regulations. Furthermore, Tantti will transfer these data to authorities, if there is an existing legal obligation for Tantti to do so. Individuals have the right to access</p>	<p>10.4. Tantti 應遵守歐盟《通用資料保護條例》(GDPR)、《加州消費者隱私法案》(CCPA) 和《內華達州隱私法》及中華民國《個人資料保護法》(PDPA) (如適用)。Tantti 將請求、處理和使用客戶的個人資料，以管理客戶的請求、索賠、訂單或維修，並用於管理與客戶的持續關係。對於所有涉及個人資料傳輸的情況，Tantti 將確保遵守適用的資料保護法規。此外，如果現有的法律義務有要求，Tantti 會將這些資料移交主管機關。個人有權訪問 Tantti 處</p>



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their data processed by Tantti and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked.	理過的資料並更新此類資料。根據資料保護法律的要求，個人也可要求刪除或阻止使用其資料。
10.5. Tantti shall comply with Article 62 of the AGEC (French Law against Waste for a Circular Economy). The unique identifier FR043268_05TFKC of the WEEE sector and FR043616_06SUNP of the Battery sector, attesting to the registration in the register of producers, in application of article L.541-10-13 of the Environmental Code has been allocated by ADEME to the company Tantti Europe B.V. This identifier certifies its compliance with its obligation to register in the register of producers of WEEE and Batteries and the completion of its marketing declarations to Ecosystem for WEEE and Screlec for Batteries.	10.5. Tantti 應遵守 AGEC (《法國迴圈經濟反浪費法》) 第 62 節的規定。ADEME 根據《環境法》第 L.541-10-13 節的規定，向 Tantti Europe B.V. 公司 WEEE 部門和電池部門分別分配了唯一識別碼 FR043268_05TFKC 和 FR043616_06SUNP，以證明其在生產商登記冊中進行了登記。該識別字證明其履行了在 WEEE 和電池生產商登記冊中登記的義務，並完成了向 Ecosystem (針對 WEEE) 及 Screlec (針對電池) 提出之上市申報。
11. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of Taiwan, without giving effect to its conflict of laws provisions, and the parties hereby submit to the jurisdiction of the Taoyuan District Court. The United Nations Convention on Contracts for the International Sale of Goods will not apply. CUSTOMER AND TANTTI EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.	11. 管轄法律和審判地。 本協議受中華民國法律管轄並據其解釋，不適用其抵觸法規定，雙方特此接受桃園地方法院的管轄。《聯合國國際貨物銷售契約公約》不適用。客戶和 Tantti 特此不可撤銷地放棄因本協議引起或與之相關的任何訴訟、訴訟程序或反訴中由陪審團審判的所有權利。
12. General. Customer may not delegate any duties nor assign any rights or claims hereunder without Tantti's prior written consent, and any such attempted delegation or assignment will be void. This Agreement is entered solely by and between, and may be enforced only by, Tantti and Customer and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or	12. 一般條款。 未經 Tantti 事先書面同意，客戶不得委任履行任何義務或轉讓本協議項下的任何權利或請求權，任何此類委任或轉讓意圖均不生效力。本協議僅由 Tantti 和客戶簽訂，且僅可由 Tantti 和客戶執行，除本協議明確規定外，本協議無意授予任何



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<p>liabilities under or by reason of the Agreement. This Agreement may only be modified and any breach may only be waived in writing and signed by the parties. The waiver by either party of any provision of this Agreement will not operate as a waiver of such provision at any other time. If any provision of this Agreement is held illegal, invalid or unenforceable, such provision will be deemed revised to the maximum extent lawfully permissible, and the remainder of this Agreement will remain in full force and effect. Tantti shall not be liable or in breach for any failure or delay in performance under any purchase order to the extent the failure or delay in performance is caused by a force majeure event, i.e., an event outside its reasonable control, including, but not limited to, pandemics, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of supplies, and acts of state or governmental action prohibiting or impeding Tantti from performing its respective obligations.</p>	<p>其他人本協議項下或因本協議而產生的任何權利、救濟、義務或責任。本協議只能以書面形式並經雙方簽字後修改，且任何違約行為只能以書面形式並經雙方簽字後放棄追究。任何一方對本協議任何條款的放棄，均不視為在任何其他時間對該條款的放棄。如果本協議中的任何條款被認為非法、不生效力或不可執行，則此類條款將於法律允許之最大範圍內視為修正，並且本協議的其餘部分將繼續充分有效。對於因不可抗力事件（即超出其合理控制範圍的事件，包括但不限於流行病、戰爭、暴亂、火災、洪水、颶風、颱風、地震、閃電、爆炸、罷工、停工、怠工、長期供應短缺，以及禁止或阻礙 Tantti 履行其各自義務的國家或政府行為）導致無法或遲延履行採購訂單所載之任何義務，Tantti 不承擔責任，也不構成違約。</p>
13. <u>Additional Terms for Services.</u>	13. <u>附加服務條款。</u>
<p>13.1. Services. Tantti will provide Customer a quotation detailing the required Services and cost to repair the Products prior to such Services being performed. Tantti provides service calls between regular business hours (i.e., 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Tantti holidays). In the event, Customer requests and Tantti agrees to provide the Services or travel related to the Services, outside of Tantti's normal business hours or on Tantti holidays, Customer will be billed at one and a half (1.5) of Tantti's standard hourly rate with a minimum of eight (8) hours assessed per field service engineer ("FSE").</p>	<p>13.1. 服務。在提供服務之前，Tantti 將向客戶提供一份報價單，詳細說明所需服務和維修產品的費用。Tantti 在正常工作時間（即週一至週五，當地時間上午 8:00 至下午 5:00，Tantti 節假日除外）提供現場服務。如果客戶要求且 Tantti 同意在其正常工作時間以外或在 Tantti 的節假日提供服務或因服務而出差，則按照 Tantti 標準小時費率的一點五 (1.5) 倍計費，按照每名現場服務工程師（「FSE」）最低工作時間八 (8) 小時計算。</p>



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<p>13.2. Additional Charges. Additional Service fees (charged at Tantti's then current list price) may apply for all out of Warranty calls, including, without limitation, in the following instances: (i) delays by Customer and/or unavailability of Product or equipment being repaired; (ii) an FSE ascertains there is "no fault found," meaning the Product is functionally operating in accordance with the manufacturer's documentation accompanying the system; (iii) an FSE ascertains the fault condition has been caused by a failure of a supporting system connected to the Tantti Product (including, but not limited to, electrical power supply, compressed air supply, etc.); (iv) an FSE determines damage was caused by the Customer's or a third party's negligent or willful actions or operation of the Product outside of its intended use; (v) relocation of the Product from site of original delivery site; and (vi) Services implementing upgrades to the Products that provide additional functionality.</p>	<p>13.2. 額外費用。 所有保證範圍外的需求可能需要支付額外服務費（按照 Tantti 現行標價收取），包括但不限於以下情況：(i) 客戶延誤及/或正在維修的產品或設備不可用；(ii) FSE 確定「未發現故障」，即產品按照系統附帶的製造商文件正常運行；(iii) FSE 確定故障狀況是由連接到 Tantti 產品的支援系統（包括但不限於電源、壓縮空氣供應等）故障造成的；(iv) FSE 確定損害是由客戶或第三方的疏忽或故意行為或產品在預定用途之外的操作造成的；(v) 將產品從原交付地點遷移；以及 (vi) 為產品提供附加功能的升級服務。</p>
<p>13.3. Installation or Technical Assistance. When Customer purchases a Product, Tantti may provide installation, training, maintenance, repairs or other services as may be expressly agreed on by Tantti and Customer. For details, please contact Tantti Customer Service. If Tantti installs or services a Product on Customer's premises, Customer is responsible for ensuring that the workplace where the Product is to be located or serviced is safe. It is the Customer's responsibility to place the Product (removed from its packaging) at the installation site, to avoid any additional manual handling.</p>	<p>13.3. 安裝或技術協助。 客戶購買產品時，Tantti 可提供安裝、培訓、維護、維修或 Tantti 和客戶明確約定的其他服務。詳情請聯繫 Tantti 客戶服務部。如果 Tantti 在客戶的場所安裝或檢修產品，客戶有責任確保產品所在位置或檢修的工作場所安全。客戶有責任將產品（從包裝中取出）放置在安裝現場，以避免任何額外的人工搬運作業。</p>
<p>13.4. Warranty. For Services, Tantti warrants Services will be performed with the customary care required in published standards for the bioprocessing equipment industry ("Service Warranty"). In the event of a Warranty claim related to Services, Customer must notify Tantti within ninety (90) days after completion of Services. If Tantti reasonably agrees that there has been a breach of the Warranty, Tantti's sole obligation,</p>	<p>13.4. 保證。 就服務而言，Tantti 保證將按照生物處理設備行業公佈的標準（「服務保證」）中要求的慣例謹慎執行。如果發生與服務有關的保證請求，客戶必須在服務完成後九十 (90) 天內通知 Tantti。如果 Tantti 合理同意存在違反保證的情況，則 Tantti 的</p>



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<p>and Customer's sole remedy, will be at Tantti's option to re-perform the Services or credit the amount paid or portion thereof by Customer for the applicable Services. In the event the system is no longer under manufacturer's warranty, Customer shall be charged for replacement parts at the standard prices quoted in the current Tantti Services price list.</p>	<p>唯一義務和客戶的唯一救濟是 Tantti 有權選擇重新執行服務或抵免客戶為適用服務支付的全部或部分金額。如果系統不再在製造商的保證範圍內，客戶應按照現行 Tantti 服務價目表中的標準價格支付更換零件的費用。</p>
<p>13.5. Expired Terms. In the event a Confirmed Purchase Order with Services or a Planned Preventative Maintenance ("PPM") Services Plan between Customer and Tantti has expired or is terminated, Customer shall be charged Tantti's standard hourly rates for labor and list price for replacement parts and any travel expenses required to provide Services.</p>	<p>13.5. 到期條款。如果客戶與 Tantti 之間已確認的服務採購訂單或計畫預防性維護（「PPM」）服務計畫已到期或終止，則客戶應按照 Tantti 的標準工時費率支付人工費用、更換部件的價目表價格以及提供服務所需的任何差旅費用。</p>
<p>13.6. Unscheduled Request for Services. In the event Customer requests unscheduled or expedited corrective repair services, Tantti will endeavor to provide such Services within five (5) business days after being notified by Customer of the need of an unscheduled corrective repair call. Due to the urgent and typically unknown nature of the request for Services, Tantti shall not be obligated to provide Customer a quotation detailing the cost of Services prior to such service call.</p>	<p>13.6. 計畫外服務請求。如果客戶請求提供計畫外或加急糾正性維修服務，Tantti 將盡力在收到客戶通知計畫外糾正性維修需求後在五 (5) 個工作日內提供此類服務。鑒於服務請求時間緊急且性質通常未知，Tantti 無義務在此類服務需求之前向客戶提供詳細的服務成本報價。</p>
<p>14. Planned Preventative Maintenance ("PPM") Services Plan. The following additional terms and conditions shall apply to a PPM Services Plan purchased by Customer: (i) Tantti will perform one (1) PPM service call on-site annually for each system under the Agreement for the term of the PPM set forth in the Confirmed Purchase Order; (ii) Tantti and Customer shall endeavor to consolidate such PPM service calls so that as many systems as possible are serviced during an on-site call; (iii) Tantti will perform all applicable preventative maintenance required in accordance with manufacturer's recommendations and</p>	<p>14. 計畫預防性維護（「PPM」）服務計畫。以下附加條款和條件應適用於客戶購買的 PPM 服務計畫：(i) Tantti 將在已確認採購訂單中規定的 PPM 期限內，為協議項下的每個系統每年進行一 (1) 次 PPM 現場服務；(ii) Tantti 和客戶應努力協調 PPM 服務需求，以便於現場服務期間盡可能提高所服務系統之數量；(iii) Tantti 將按照製造商的建議及標準操作程式進行所有必要適用的預防性維護；(iv) Tantti 將與</p>



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Standard Operating Procedures; (iv) Tantti will schedule PPM calls with Customer. In the event Customer cancels or reschedules less than fourteen (14) days from the date of a scheduled PPM service call, Tantti may, in its sole discretion, charge Customer a cancellation or rescheduling fee equal to Tantti's costs incurred due to the cancelled or rescheduled PPM service call.	客戶安排 PPM 需求。如果客戶取消或重新安排的時間距離預定的 PPM 現場服務的日期少於十四 (14) 天，則 Tantti 有權自行酌情決定向客戶收取取消作業費或改期費，該費用等於 Tantti 因取消或重新安排的 PPM 現場服務而發生的費用。
15. <u>Custom Made-to-Order and Configurable Products.</u> For Custom Made-to-Order Products("CMTO"), including, but not limited to, Custom Affinity Ligands and Resins, and custom microcarriers and scaffold products, Tantti's confirmation of customer purchase order will occur on mutual written agreement of product specifications, delivery schedule, and production and testing techniques. Customer may not cancel or change Confirmed Purchase Orders for CMTO Products. Tantti and Customer must agree to all production and testing techniques prior to the start of manufacturing of a CMTO product. Where Tantti manufactures CMTO Products for Customer based on instructions, specifications, or other directions provided by Customer, Tantti is not liable for the lack of sufficiency, fitness for purpose, or quality of the Products to the extent attributable to such instructions, specifications, or other directions from Customer.	15. <u>客製產品和可配置產品。</u> 對於客製產品（「CMTO」），包括但不限於定制親和配體和樹脂，以及定制微載體和支架產品，Tantti 將在雙方就產品規格、交付時間表、生產和測試技術達成書面協議後，確認客戶採購訂單。客戶不得取消或變更已確認的 CMTO 產品採購訂單。在開始生產 CMTO 產品之前，Tantti 和客戶必須議定所有生產和測試技術。如果 Tantti 根據客戶提供的指示、規範或其他指示為客戶生產 CMTO 產品，則 Tantti 不對因客戶提供的此類指示、規範或其他指示導致的產品的不足量、不適用或品質不佳而承擔責任。