



有害化學物質限制使用協議書

Agreement of Restriction of the Use of Certain Hazardous Substance

因環境問題的重要性變得日益顯著，對有關的社會責任和道德要求也在逐漸增強，而這種趨勢正被各種法律、法規具體化。違反這些規定不僅僅會導致行政處罰，而且可能會導致嚴重的刑事處罰。現在榮昌越來越多的客戶要求產品符合這些法規指令，所以爲了適應這些情況，榮昌根據有關有害物質管控的法律、法規並結合了榮昌實際情況，制定了《榮昌 HSF 技術標準》及《榮昌科技 REACH 相關技術最新公告》，這個技術標準有效的禁止了榮昌產品中有害物質的使用。而要達到這樣的效果，必須需要各位供應商的支援和合作，因此雙方商定條款如下：

With the problem of environment being more important, people have much stronger consciousness of social responsibility and morality requirement. So many regulations and laws have clearly stipulated the restriction of the use of certain hazardous substance. If factories or companies disobey these laws, they will have serious administrative punishment or even criminal punishment. Today, more and more customers of GTT require that the products of GTT manufacture must comply with the laws which have been enacted in order to regulate the use of certain hazardous substance. According to the related laws and regulations, GTT have drew up 'Restriction of GTT HSF Technical Standard' and "GTT REACH related technical information & notification" in order to control the hazardous substances of products. For this reason, we hope that vendors will support us to achieve this aim. So we and vendor who offer materials which must comply with RoHS/WEEE/Regulation of the use of certain hazardous substance both reach this agreement:

甲方：東莞勁天榮昌精密電子有限公司 （以下簡稱甲方）

First party: DongGuan Gtan Grand-Tek Precision Technology Ltd.

乙方： （以下簡稱乙方）

Second party:

甲方和乙方，爲了確認由甲方訂購、乙方供應的產品(以下簡稱產品)是否滿足歐盟 RoHS/WEEE 指令及《榮昌 HSF 技術標準》與《榮昌科技 REACH 相關技術最新公告》要求，達成以下的協議：

In order to assure that the products provided by second party will comply with EN



RoHS/WEEE/ GTT HSF Technical Standard, and GTT REACH related technical information & notification, first and second party reach this agreement:

一、乙方保證提供給甲方的產品，其含有的化學物質的濃度（限定值）必須符合當時《榮昌 HSF 技術標準》與《榮昌科技 REACH 相關技術最新公告》。甲方可以根據國內外的法規、標準和客戶要求，對相關指令或標準的具體要求進行變更，並告知乙方。

First, second party must assure that chemical compounds' content (MDL) comply with 'GTT HSF Technical Standard' and 'GTT REACH related technical information & notification'. According to laws and customers' requirements, first party will change the stipulations or regulations and must notice second party.

二、資料提供

Second, providing information

1. 乙方必須向甲方提供一年期限內指定物質含有濃度的 RoHS 第三方測試報告（如 SGS/CTI RoHS 檢測報告）及零件成份表和相應的授權使用證明。

1 second party must provide the report which have 1 year limit of third party test (SGS/CTI) of content of appointed compounds and constitute of parts and the certification of using right.

2. 乙方有責任向甲方提供不使用有害物質證明書、零件調查檔案和 3 級有害物質調查的資料。

2 second party must provide 'Certificate of restriction of the use of hazardous substance', 'Component survey file', 'Survey of 3 level hazardous materials

3. 乙方(包括乙方的原材料購入方、供方)製造使用的材料、部品、製造方法、工藝等發生變更，必須與甲方聯絡，並重新提供以上 1- 2 項規定的相關資料 (RoHS 第三方檢測報告、不使用有害物質證明書、零件調查檔案、3 級有害物質調查)。

3 second party(including purchasing raw materials of second party) change materials, parts, methods and process, they must contact first party and provide 1-2 related documents and reports.(RoHS third party test report, Certificate of restriction of the use of hazardous substance, Component survey file, survey of 3 level hazardous materials)

三、甲方對乙方提供的測試數據、資料、報告保密。但若政府機關或甲方的顧客詢問甲方產品含有的指定物質、需提供資料要求時，甲方可以公開乙方提供的測試數據、資料、報告。



Third, first party should keep secret for above reports and documents provided by second party, except customers of first party or government require providing.

四、乙方違反第一、二條提出的保證書、測試數據、資料、報告內容不真實，甲方可以向乙方進行罰款及索賠處理。未造成甲方實際損失的，給予乙方台幣 20-40 萬元罰款。若由此產生使甲方蒙受的經濟損失、責任及甲方為處理該情況產生的一切費用、全部由乙方承擔。

Forth, if the documents and reports provided by second party are untrue, first party have right to claim for compensation for second party. If first party have no actually losing because of untruth data, second party will pay for 200,000-400,000NTD. If losing is very serious, second party must pay for all economic losing of first party.

五、為了保障乙方在 HSF 標準諮詢的及時性與準確性，《榮昌 HSF 技術標準》及《榮昌科技 REACH 相關技術最新公告》存放予 WWW.GRAND-TEK.COM 網站，乙方可以隨時取得最新版次的《榮昌 HSF 技術標準》及《榮昌科技 REACH 相關技術最新公告》作為管控標準。若貴公司在《榮昌 HSF 技術標準》或《榮昌科技 REACH 相關技術最新公告》上有任何疑問，歡迎您直接與甲方採購部門聯絡，或 E-mail 至各別採購聯絡窗口即可。

Fifth, in order to assure the accuracy and timely, second party can download the latest version of 'GTT HSF Technical Standard' and 'GTT REACH related technical information & notification' at WWW.GRAND-TEK.COM website. If you have any further enquiries or concerns, please do not hesitate to contact/e-mail the contact window of first party.

六、《榮昌 HSF 技術標準》或《榮昌科技 REACH 相關技術最新公告》每有更新或修訂時，甲方將以 E-mail 方式正式通知乙方，乙方收到通知後，應於 WWW.GRAND-TEK.COM 網站取得最新版次的《榮昌 HSF 技術標準》或《榮昌科技 REACH 相關技術最新公告》作為新的管控標準，並正式回覆甲方對更新內容之理解及遵行無誤，或提出異議。若乙方未回覆則甲方將視為同意。

Sixth, Whenever 'GTT HSF Technical Standard' or 'GTT REACH related technical information & notification' is subject to any amendment or supplement, first party shall officially notify second party about such change by email. Second party shall then download the latest version of 'GTT HSF Technical Standard' or 'GTT REACH related technical information & notification' at WWW.GRAND-TEK.COM website as new standard instead. Also second party shall officially reply to first party its well understanding and the



willing to follow the new standard, or, reply with its disagreement.

Absence of second party's official reply shall be construed as second party's full agreement of such amendment or supplement without any discrepancy.

七、本協議自簽定之日起生效。本協議若有未盡事宜，甲乙雙方經協商作出補充規定，補充規定與本協議具有同等效力。

Seventh, this agreement becomes effective after signature. If both parties have other additions, the additions have the same effective like agreement.

八、本協議一式兩份，甲乙雙方各執一份，作為《採購合同》的補充部分，與《採購合同》具有同等效力。

Eighth, this agreement have two copies which both parties have one, is a part of 'purchasing contract' and have the same effective.

九、本協議自簽定之日起生效。

Ninth, this agreement becomes effective after signature.

甲方：東莞勁天榮昌精密電子有限公司

乙方：

First party: DongGuan Gtan Grand-Tek Precision Technology Ltd.

Second party:

負責人簽名或蓋章：

負責人簽名或蓋章

Signed by or sealing:

Signed by or sealing:

公司印章

公司印章

Seal of company

Seal of company

日期：

日期：

Date:

Date: