

Agreement for Goods Purchased for Export
購貨轉輸出合約

Instructions: Complete ALL fields and type information when possible.

注意事項：請於所有欄位填入可提供之資料並請打字填入。

Date: 日期：		Warehouse Number: 賣場編號：	
Member* Name: 會員名稱：		Member Number: 會員編號：	
Company Name: 公司名稱：			
Company/Member Address: 公司/會員地址：			
		<i>(in Taiwan) (台灣地址)</i>	
Ship-to destination of the goods: 商品航行目的港			
		<i>(city and country/countries) (國家及城市)</i>	
Final destination of the goods: <i>(if being re-exported)</i> 商品最終目的地 (如復運出口時)			
		<i>(city and country/countries) (國家及城市)</i>	
General description of the goods: 商品之一般描述			
		<i>*attach a list of the goods, item numbers and quantities 請檢附商品、品項編號及數量明細表</i>	

*For certain sales, "Member" includes non-Member customers 對於某些銷售，會員一詞亦包含非會員顧客。

The Member is exporting, the Member hereby agrees as follows:

會員辦理輸出時，會員茲同意下列事項：

I. EXPORT TRANSACTION. Whenever exporting the goods (commodities, software and/or technology) supplied by Costco President Taiwan Inc. ("Costco") to other countries, Costco is not to be listed as the shipper, exporter or principal party in interest on any shipping or export documents.

輸出之交易：於出口好市多股份有限公司（下稱好市多）所供應之任何商品（貨品、軟體及/或技術）時，不得於任何裝運或出口文件中以好市多為託運人、出口商或主要利益收受當事人。

II. COMPLIANCE. Member shall comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of the Republic of China and any other country relating to the importation, exportation and distribution of the products, software and/or technology supplied by Costco when exporting such goods, software and/or technology and/or performing its duties under this Agreement, which include, but are not limited to, the Customs Act, Foreign Trade Act, Regulations Governing Export of Commodities and other relevant laws, regulations, rules, and orders of the Republic of China as well as those of the countries and governmental authorities having jurisdiction. Without limiting the foregoing, the Member shall:

遵守法令：會員出口好市多所供應之商品、軟體及/或技術，及/或履行本合約義務時

應遵守所有中華民國及其他相關國家現行及嗣後生效有關進出口商品、軟體及/或技術以及其分銷之相關法令（包括但不限於中華民國之關稅法、貿易法、貨品輸出管理辦法及其他相關法令規定，以及其他有管轄權國家或政府機構之相關法令規定）。除前述規定外，會員應：

a) Determine the C.C.C. Code for each of the goods.

確定每項商品之稅則編號。

b) Determine whether any of the goods requires an export license, and if so, obtain such license, and carry out any customs formalities for the export of the goods from the Republic of China.

確定商品是否需要取得輸出許可，如需要時，應取得該許可，並就自中華民國輸出此一商品之事宜辦理所有海關應備程序。

c) Determine whether any destination is an embargoed or prohibited country. Member is prohibited from re-export to any country where direct export from the Republic of China would be prohibited.

確定出口目的地是否為禁運或禁止輸出國家。會員不得轉出口至任何中華民國不得直接出口之國家。

d) Determine whether the consignee or end user of the goods is on any denied or prohibited party list promulgated by the Republic of China, other related countries and areas.

確定商品之收貨人或最終使用人是否名列於中華民國、其他相關國家及地區之輸出管制交易對象清單上。

e) Ensure that the goods display all legally-required notices.

確保商品附有所有法令規定之標示。

III. SHIPPING. Member assumes all risk for the goods at the point of sale (i.e. normally the point of payment) and all responsibility for secure placement in the truck or ocean container and for their delivery to any destination. Costco is not responsible for the security or condition of the goods during shipment or the vehicle carrying them. Member agrees to indemnify and hold Costco harmless from any and all claims and losses of any kind related to transport and delivery of the goods after the point of sale.

裝運：會員應自銷售點（通常為結帳時）起自行承擔商品之所有風險以及負責自行將商品搬運至卡車或海運貨櫃以及交付商品至目的地。好市多對於商品在裝運或運輸車輛期間之保全及狀態不負任何責任。會員同意賠償好市多因商品於銷售點後之運輸及交付所受任何相關請求及損失，並不使其遭受損害。

IV. PROHIBITED PARTY LIST. Member shall allow and timely assist Costco to check that Member performs its obligations hereunder, including but not limited to the Member's compliance obligation to determine whether the destination is an embargoed or prohibited country and/or the consignee or end user of the goods is on any denied or prohibited party list promulgated by the Republic of China, other related countries and area.

輸出管制交易對象清單：會員應允許並適時協助好市多查證會員業已履行依本合約所應履行之義務，包括但不限於會員應遵循義務，以確定出口目的地是否為禁運或禁止輸出國家，及/或確定商品之收貨人或最終使用人是否名列於中華民國、其他相

關國家及地區之輸出管制交易對象清單。

V. WARRANTY. The goods have been warranted by Costco's supplier to be in compliance with all laws of the Republic of China. Costco makes no warranty or representation about whether the goods comply with any other laws of any other country or territory. Member has the sole responsibility to comply with all applicable laws and regulations relating to the importation, sale, distribution and labeling in any foreign country. Costco is not responsible for ensuring that the product complies with any country's sell-by date restrictions.

保證：商品業經好市多之供應商保證符合所有中華民國法律規定。好市多對於商品是否符合其他國家或地區之法律規定不提供任何保證或聲明。會員應自行負責遵守外國有關進口、銷售、分銷及標示之法令規定。好市多不負責擔保商品符合任一國家有關物品有效期間之限制規定。

VI. TRADEMARKS. Member acknowledges that the member has no rights in any of Costco's trademarks, including without limitation, the Costco and Kirkland Signature marks (collectively and individually "Costco's marks"). Member agrees not to register, seek to register, or see to obtain or claim any rights in any of Costco's marks for itself or any other entity, and that all goodwill created in the marks as the result of Member's activities shall be for the benefit of Costco. Member also agrees not to challenge, or assist another entity in challenging Costco's rights in Costco's marks.

商標：會員認知會員對於好市多之任一商標（包括但不限Costco及Kirkland Signature商標（以下合稱及分別稱為「好市多商標」））未享有任何權利。會員同意不為其自身或任何他人註冊、尋求註冊、或尋求取得任何好市多商標或對其主張任何權利，且會員同意因其行為所產生之商標聲譽應屬好市多之利益。會員亦同意不挑戰或協助其他實體挑戰好市多於好市多商標之權利。

VII. RETURNS. Unless agreed by Costco in writing or required by mandatory law, the goods may not be returned.

退貨：除經好市多書面同意或法律有強制規定外，不得退回商品。

VIII. BREACH. If Member breaches this Agreement, it irrevocably consents to subject to the jurisdiction of Taiwan Taipei District Court. And, the Member further consents to, and agrees not to the challenge, the enforcement in any country of judgment from Taiwan.

違約：如會員違反本合約，會員不可撤銷地同意以臺灣臺北地方法院為管轄法院。會員另同意於任一國家執行臺灣法院所為之判決時，不爭執該判決之執行。

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Costco Signature
好市多簽名

Date
日期

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Member Signature
會員簽名

Date
日期