



Agreement for Items Purchased for Export

輸出用貨品採購協議

Instructions: Complete ALL fields and type information when possible.

注意：請盡可能填妥所有欄位並以繕打方式提供資訊

Date: 日期：		Costco Warehouse Costco 賣場	
Member* Name 會員姓名	Chinese 中文：	Membership Number 會員卡號	
	English 英文：		
Company Name 公司名稱	Chinese 中文：		
	English 英文：		
Company/Member Address 公司/會員地址			
Company Website 公司網站			
Email address 電子郵件地址			
Ship-to destination of the Items¹ 貨品 ² 輸出目的地			
	<i>(city and country/countries)</i> (國家、城市)		
Final destination of the Items <i>(if being re-exported)</i> 貨品最終目的地 (若擬復運出口)			
	<i>(city and country/countries)</i> (國家、城市)		
Category of Items 貨品類別			
	<i>attach a list of the Items, item numbers and quantities</i> 敬請檢附貨品清單 (包含貨品編號及數量)		

¹ Collectively, all commodities, software, or technology subject to this Agreement.

² 包含本協議所涉一切商品、軟體或技術。

* On behalf of himself or herself and any Company listed above, including add-on members for that account.

代表會員本身及上列公司，包括該會員卡號之副卡會員。

This Agreement may cover multiple transactions, provided all the Items covered comprise the same category are being exported to the same destination. Where the Items comprise multiple categories or the transactions involve multiple destinations, additional Agreements are required. The Member is exporting and hereby agrees as follows:

本合約得適用多筆交易，惟該等交易之所有貨品應屬同一類別且輸出至同一目的地。若貨品非屬同一類別或將輸出至不同目的地，則須另行簽署其他協議。會員將輸出貨品且同意遵循下列條款：

I. MEMBER'S RESPONSIBILITY. Costco President Taiwan, Inc. ("Costco Taiwan") is not to be listed as the shipper, exporter or principal party in interest on any shipping or export documents. Costco Taiwan's point of delivery of the Items will be within Taiwan to the Member, or a Taiwan freight forwarder or similar agent that is selected by Member, as the case may be. The Member, or the Member's freight forwarder or agent shall bear full responsibility for Taiwan export clearance and will be the exporter for Taiwan Foreign Trade Act ("FTA") purposes and must prepare and apply for the Export Permit and all the other requisite documents in the Electronic Visas of Export and Import Commodities System ("EVEICS") record, if required (for example, export of strategic high-tech commodities).

會員責任。不得於任何發貨/託運或輸出文件上將好市多股份有限公司（下稱「臺灣好市多」）列為發貨人/託運人、出口人或首要利害關係人。臺灣好市多將於臺灣境內發貨地，將貨品交付與會員、或會員委任之臺灣貨運代理人/承攬人或其他同類代理人，依其情況適用之。會員、會員之貨運代理人/承攬人或其他代理人應全權負責辦理臺灣出口報關程序，作為臺灣貿易法（下稱「貿易法」）所規範之出口人，應備製申請輸出許可及輸出入貨品電子簽證系統（下稱「簽證系統」）等所要求的其他必備文件（例如，輸出戰略性高科技貨品）。

II. EXPORT COMPLIANCE. Member acknowledges that Items supplied by Costco Taiwan are subject to U.S. and Taiwan laws and regulations, including the Export Administration Regulations and the Office of Foreign Assets Control (OFAC) sanctions regulations of the United States ("Export Controls and Sanctions Laws of United States"), as well as FTA, the relevant regulations in relation to FTA, for example, Regulations Governing Export and Import of Strategic High-tech Commodities ("SHTC Regulations"), the relevant regulations, announcements, orders, and rulings issued by the Bureau of Foreign Trade ("BOFT"), and all the relevant laws and regulations in relation to export from Taiwan ("Export Controls and Sanctions Laws of Taiwan") "Export Controls and Sanctions Laws of United States" and "Export Controls and Sanctions Laws of Taiwan" are collectively referred to as "Export Controls and Sanctions Laws".

出口法規之遵循。會員認知，由臺灣好市多供應之貨品應遵循美國及臺灣法律及規定，包括美國出口管理規則及海外資產管制辦公室之禁運法規（合稱「美國出口管制及禁運法規」），以及貿易法與貿易法相關規則，例如戰略性高科技貨品輸出入管理辦法，（下稱「高科技貨品輸出入辦法」），經濟部國際貿易局（下稱「國貿局」）發布之相關規則、公告、命令及決定，以及與自臺灣輸出貨品相關之法律及規則（下稱「臺灣出口管制及禁

運法規」)。 「美國出口管制及禁運法規」及「臺灣出口管制及禁運法規」合稱「出口管制及禁運法規」。

Member shall comply with all Export Controls and Sanctions Laws, and shall not export, reexport, transfer, or retransfer any Items to: (1) under the Export Controls and Sanctions Laws of the United States: (a) countries or territories that, from time to time, may be subject to comprehensive sanctions (presently including Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine) (the “US Sanctioned Countries”); or (b) individuals or entities that are subject to sanctions or export-related prohibitions or restrictions, including persons identified on OFAC’s List of Specially Designated Nationals and Blocked Parties, the Department of State’s Nonproliferation Sanctions List, and the Department of Commerce’s Entity List and Denied Persons List (collectively, the “US Sanctioned Persons”); and (2) under the Export Controls and Sanctions Laws of Taiwan: (a) country or territories that, from time to time, may be subject to comprehensive sanctions (presently including North Korea) (the “TW Sanctioned Countries”); or (b) countries or territories that, from time to time, may be subject to restricted areas (presently including Iran, Iraq, North Korea, Sudan, Syria and China) (the “TW Restricted Countries”). Member acknowledges that in connection with subsequent sales of Items supplied by Costco Taiwan, Costco Taiwan provides only a commercial invoice. Export documentation is the Member’s responsibility. Without limiting the foregoing, the Member shall:

會員應遵循所有出口管制及禁運法規，不應將任何貨品出口、復運出口、轉運或再轉運至下列地區：(1)於美國出口管制及禁運法規下：(a)可能不定期遭全面禁運之國家或地區（目前包括古巴、伊朗、北韓、敘利亞、或烏克蘭的克里米亞（Crimea）地區）（合稱「美國禁運國家」）；或(b)遭禁運或出口相關禁令或限制所拘束之個人或實體，包括名列於下列名單者：美國財政部海外資產管制辦公室之特別指定國民與封鎖對象名單、美國國務院之防止核武擴散禁運名單、美國商務部之實體名單及拒絕往來戶名單（合稱「美國禁運人士」）；及(2)於臺灣出口管制及禁運法規下：(a)可能不定期遭全面禁運之國家或地區（目前包括北韓）（下稱「臺灣禁運國家」）；或(b)可能不定期遭列為限制區域之國家或地區（目前包括伊朗、伊拉克、北韓、蘇丹、敘利亞及中國）（下稱「臺灣限運國家」）。會員認知，就臺灣好市多所供應貨品之後續銷售而言，臺灣好市多僅提供商業發票。會員應自行負責備置輸出文件。在不影響前述條款效力前提下，會員應：

- a) Ensure that the Items will not be shipped to US Sanctioned Countries, US Sanctioned Persons, or the TW Sanctioned Countries and ensure that the shipment to the TW Restricted Countries complies with the relevant Export Control and Sanction Laws.
確保貨品不會輸出予美國禁運國家、美國禁運人士或臺灣禁運國家，並確保輸往臺灣限運國家之貨品均符合相關出口管制及禁運法規；
- b) Ensure that none of the Items is intended for a prohibited end use (i.e., nuclear, chemical or biological weapons or missile technology).
確保一切貨品之預期用途均非遭禁止之最終用途（核子、化學或生物武器或飛彈科技）；
- c) Determine the CCC Code for each of the Items intended for export.
判定各項擬輸出貨品之進口貨品分類號列（CCC Code）；
- d) Determine the authority under which the Items may be exported (e.g., license, License Exception, No License Required) and, where required, obtain a license and/or meet all applicable regulatory requirements.

判定貨品輸出之類別（例如管制輸出、有條件允許輸出、免證輸出），且若須許可，應取得輸出許可證及/或遵循一切適用之法規要求；

- e) Carry out all customs requirements and formalities under, but not limited to, the Customs Act, and the Enforcement Rules of the Customs Act for the export of the Items from Taiwan.

就擬自臺灣輸出之貨品，依據法規，包括但不限於關稅法及關稅法施行細則，辦理一切報關要求及手續；

- f) Member expressly assumes, and undertakes responsibility for, compliance with all Export Controls and Sanctions Laws, including, without limitation, determining and complying with (a) through (e) above.

會員明示承擔並承諾將負責遵循一切出口管制及禁運法規，包括但不限於進行上述第(a)至(e)項之判定並遵循其約定。

III. ASSUMPTION OF RISK AND LIABILITY. Member assumes all risk for the Items 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, including but not limited to responsibility for packaging, marking, labeling, placarding and preparation of documentation. Costco Taiwan is not responsible for the security or condition of the Items during shipment or the vehicle carrying them. Member agrees to defend, indemnify and hold Costco Taiwan and its affiliates, or any of their, employees, officers, directors, and agents harmless from any and all claims and losses of any kind related to (a) transport and delivery of the Items after the point of sale; and (b) any breach of its compliance obligations in Section II above or Section IV below. As a courtesy to export members and for their own informational purposes, Costco Taiwan may weigh loaded shipping containers. Costco Taiwan does not warrant the accuracy of this information for the purpose of compliance with SOLAS weight verification requirements or any other purpose.

風險及責任之承擔。會員應於貨品結帳時點（一般為付款時）承擔貨品之一切風險，並承擔將貨品安全裝載上貨車或海運貨櫃、以及將貨品運送至目的地之責任，包括但不限於包裝、標記、標示、公告及備置文件之責任。臺灣好市多不負責運送過程中貨品或運輸車輛之安全及狀況。會員同意就下列相關任何類型之一切請求及損失，為臺灣好市多及其關係企業或其任何員工、經理人、董事及代理人進行抗辯、賠償、並使其不受任何損害：(a)於結帳時點後之運輸及交付；及(b)會員違反上述第 II 條及下列第 IV 條所載之法規遵循義務。為服務輸出會員及為作為其本身參考資訊，臺灣好市多可能會就已裝載貨品之貨櫃/容器測量重量。臺灣好市多並非因為遵循「國際海上人命安全公約」之重量核實要求之等目的而為之，自不保證其測量重量結果之準確性。

IV. WARRANTY; COMPLIANCE WITH LAWS; LOCALIZATION OF ITEMS. The Items have been warranted by Costco Taiwan's supplier to be in compliance with all laws of Taiwan. Costco Taiwan makes no warranty or representation about whether the Items comply with any other laws of any other country or territory. Member acknowledges that Member has the sole responsibility to, and represents and warrants that, (a) it will comply with all applicable laws and regulations of any governmental authority having jurisdiction, relating to the importation, exportation, sale, distribution and labeling of the Items in any foreign country; (b) resell the Items purchased from Costco Taiwan only in the destination(s) the Member has identified on page one

of this Agreement; and (c) importation, exportation, sale, distribution and labeling will not violate the rights of any third party in the Taiwan or in any foreign country.

保證；法規遵循；貨品之在地化。臺灣好市多之供應商已保證貨品符合臺灣一切法規。就貨品是否符合任何其他國家或地區之任何其他法律，臺灣好市多不作任何保證或聲明。會員認知其應自行負責，且聲明與保證：(a)其將針對貨品於任何外國之輸入、輸出、銷售、分銷及標示，遵循任何具管轄權政府主管機關之一切適用法律及法規；(b)僅得於本協議首頁所載之目的地轉售其向臺灣好市多購買之貨品；且 (c)貨品之輸入、輸出、銷售、分銷、及標示均不侵犯臺灣或任何外國第三人之權利。

V. NON-EXCLUSIVITY. Costco Taiwan does not grant exclusive distribution rights to third parties. The Member agrees not to say, suggest, or imply (verbally or in writing) that there exists any exclusivity or otherwise special relationship between the Member and Costco Taiwan. Truthful statements that Items were purchased from Costco Taiwan are permitted.

非專屬。臺灣好市多未向任何第三人授予專屬經銷權利。會員同意，其不得向他人宣稱、明示或暗示（口頭或書面），其與臺灣好市多之間存在任何專屬/排他性或其他特殊關係，惟會員得為貨品係向臺灣好市多購買之真實陳述。

VI. TRADEMARKS. Member has no rights in any of the trademarks used by Costco Taiwan or any of its affiliates, including without limitation, the Costco Hao Shih Do, Kai Shi Ke, Kirkland Signature, Ke Ke Lan marks, and all variations thereof (collectively and individually “Costco’s marks”). Member agrees not to register, apply to register, or attempt to obtain any rights in any of Costco’s marks for itself or any other entity, and that all goodwill created in the marks as a result of Member’s activities shall be for the benefit of Costco Taiwan, its affiliates that are licensees or owners of the relevant trademarks, and the Costco corporate group (“Costco”). Member agrees not to challenge, or assist in challenging Costco’s rights in Costco’s marks. Member also agrees to provide reasonable assistance to Costco in protecting and defending the marks, at Costco’s expense. Such assistance shall include, but may not necessarily be limited to, providing sales data to assist Costco in proving use of the mark in any jurisdiction. Member further understands that while Costco endeavors to protect its trademarks throughout the world, Costco does not guarantee that its trademarks have been registered or may be used in any country without the risk of third party claims. Costco provides no indemnification for such claims.

商標。臺灣好市多或其任何關係企業所使用之商標（包括但不限於 Costco、好市多（Hao Shih Do）、開市客（Kai Shi Ke）、科克蘭（Kirkland Signature）、科克蘭（Ke Ke Lan）等標誌及其各種不同版本，其合稱且各稱為「好市多商標」）中一切任何權利均不屬會員所有。會員同意不為其本身或任何其他實體，就任何好市多商標進行註冊、申請註冊、或嘗試取得其中任何權利，且因會員之作為而使好市多商標產生之一切商譽均應歸屬於臺灣好市多、擁有或經授權相關商標之好市多關係企業及好市多企業集團（合稱「好市多」）。會員同意，不會就好市多商標中之好市多權利提出異議或協助他人提出此等異議。會員亦同意向好市多提供合理協助，由好市多承擔費用，以保護其商標並為其抗辯。前述協助應包括但不限於提供銷售數據，以協助好市多於任何管轄領域證明商標之使用。會員進一步認知，好市多雖竭力於全世界保護其商標，好市多並不保證其商標於任何國家均已註冊或其使用不會有遭第三人提出請求之風險。好市多不該等請求提供任何賠償。

VII. PROMOTIONAL MATERIALS. Member may use the words COSTCO, KIRKLAND SIGNATURE AND KE KE LAN to identify the brand and/or source of the Items so long as the use is informational in nature and not disproportionately prominent compared to surrounding copy

and images. Member shall provide Costco Taiwan with informational copies of all such public communications. All other uses, publication and display of the Costco marks require Costco Taiwan's prior written consent. Member acknowledges Costco's right to dictate, in its policies or otherwise, the manner in which the Costco marks are displayed in public communications and agrees to comply with Costco Wholesale's Guidelines for Use of Costco Trademarks by Resellers of Costco Merchandise, a copy of which is available upon request.

行銷資料。會員得使用 COSTCO、科克蘭（Kirkland Signature）及科克蘭（Ke Ke Lan）等字樣表明貨品之品牌及/或來源，但前提為，僅得作資訊性質之用，且與周邊文宣及圖樣相較，不應占顯著比例。會員應將所有該等宣傳品之資訊性文宣提供予臺灣好市多。好市多商標之其他使用、出版及展示，均須經臺灣好市多之事先書面同意。會員認知，好市多有權於其政策或他處，約定好市多商標得於宣傳品中展示之方式，並同意遵循「**COSTCO 商品經銷商使用 COSTCO 商標指引**」，如需此指引之副本請洽好市多。

VIII. RETURNS. Unless agreed by Costco Taiwan in writing, the Items purchased may not be returned.

退貨。未經臺灣好市多書面同意，貨品一經售出概不退貨。

IX. BREACH. If Member breaches this agreement, it irrevocably consents to personal and subject matter jurisdiction and venue in the Taiwan Taipei District court. Member further consents to, and agrees not to challenge, the enforcement in any country of judgment from any court located in Taiwan. This Agreement shall be governed by, and construed in all respects in accordance with the laws of Taiwan.

違約。若會員違反本協議，會員茲此不可撤回地同意臺灣台北地方法院將擁有屬人/屬事管轄權且為管轄法院。會員進一步同意，且同意不提出異議，於任何國家作成之判決，均得於臺灣任何法院聲請執行。本協議應以臺灣法律為準據法並依其解釋。

This Agreement may be translated into other languages for the convenience of the parties. In that event, the English language version is the official version.

本協議得翻譯為其他語言以便當事人參酌，惟仍應以英語版為準。

Costco President Taiwan, Inc. 好市多股份有限公司	Company Name: 公司名稱：
Costco Warehouse: Costco 賣場	Membership Number: 會員卡號：
	Member Name: 會員姓名：
Signed by: 簽名：	Signed by: 簽名：
Print Name: 正楷姓名：	Print Name: 正楷姓名：
Title: 職稱：	Title: 職稱：
Date: 日期：	Date: 日期：