

有害物質不使用保證書

Certified Products contained in the Material Composition

立聲明書人：_____（以下簡稱立書人）

I declared the legislative: _____ (under the name below)

為因應世界環保潮流，配合各國相關法令，立書人就出售予保勝光學股份有限公司及其所屬子公司或關係企業（以下簡稱保勝公司）之所有產品願為以下承諾：

In the response to the world trend of Environmental Protection cooperate with the national laws, offer to give the grant to Baso Precision Optical Co., Ltd and their respective subsidiaries or any affiliated companies(hereinafter referred to as the company) which all the products manufactures for the following undertake:

1. 立書人保證所出售予保勝公司之所有產品其所使用之原、物料、染劑、溶劑、耗材、包裝及製程等均不含且未使用產品所在地法律所禁止使用之有害物質、衝突金屬、Sony GP、REACH及RoHS等管制物質，且符合保勝公司對前述物質含量之特殊要求，各物質含量之要求依公告清單的要求為依據。（附件一& 附件二）
1. The Affiant guarantees that the company sold to Baso Precision Optical Co., Ltd use original products, materials, dyes, solvents, consumables, packaging are free and not prohibited by the law to use, which the product where hazardous substances used, DRC conflict-free, Sony GP, REACH and RoHS controlled substances and to tally with company' s special material content of the above requirements, And the requirements of the material content as attachment.
2. 立書人出具檢驗報告書保證與未來出貨售予保勝公司之所有產品其所使用之原、物料、染劑、溶劑、耗材、包裝及製程等均與出具檢驗報告書內容相同。
2. The Affiant must guarantee to the company Baso Precision Optical Co., Ltd that all inspect reports and the future shipments of the company to sell the products that they use were must the same content which are original materials use, dyes, solvents, consumables, packaging and testing process, etc, the issued report must be same content.
3. 前項約定之各項標準或要求，保勝公司得隨時以書面增、刪、修改。立書人對保勝公司更新之較高標準或較嚴格之要求無法達成或提供保證時，應於接獲保勝公司之書面通知日內以書面通知保勝公司。前述情形，保勝公司得逕行終止契約。
3. In the preceding requirements of the agreed standards request, The company can anytime repair, amend and delete any agreements, the company can also terminate the contract if the affiant cannot meet or incapable of any the requirements of the client.
4. 立書人所生產之產品非自行製造生產者，立書人並應代為取得製造者所出具予保勝公司之切結書，其保證之範圍及責任不得低於立書人於本保證書所承擔之範圍及責任，且立書人仍應與製造者負連帶之保證責任，不因取得製造者之保證書而免責。
4. The Affiant' s products produced by others to manufacture non producers, should be made on the behalf of the manufacturer issued by the company to ensure an affidavit to the company, Both manufacturers parties will be held responsible with the manufacturer' s warranty liability if they don' t meet the requirements of the company.
5. 保勝公司因立書人之產品違反第一項所述之法律規定或保勝公司之要求，致遭行政機關、司法機關對保勝公司進行相關調查或審理程序，或保勝公司之客戶或任何第三人要求保勝公司為說明解釋、或提出相關檢測報告時，立書人應配合保勝公司之要求提出相關之資訊、

資料、及其他合理之協助。

5. Baso Precision Optical Co., Ltd due to the violation of the established products were referred to the legal requirements, and caused by administrative organs, judicial organs which associated security investigation, They must provide any relevant test reports, must cooperate and explanation of the request relevant information and for other reasonable assistance.
6. 立書人違反第一項保證責任，使保勝公司受相關行政機關、司法機關對保勝公司為罰鍰、罰金、禁制令或其他行政處分或司法裁判，或保勝公司之客戶或任何第三人對保勝公司主張損害賠償或其他權利，而使保勝公司受有損害時，立書人應負損害賠償責任（但不限於訴訟費、律師費、商譽損失等），若其損壞賠償無法估算時，以壹仟萬元做為每一案件之最低賠償金額。
6. If the Affiant violates the breach of any warranties, The company' s relevant administrative and judicial to fine and penalty the company, The Affiants should bear liability for damages (but not limited to, court costs, attorney fees, loss of goodwill etc.) as if the damage compensation is unable to compute and the compensation fee is one million thousand as the minimum compensation for each case.
7. 前項情形，保勝公司並得逕行取消尚未交貨之訂單或解除契約，且前述權利之行使不妨害保勝公司之損害賠償請求權。
7. The aforesaid situation, Baso Precision Optical Co., Ltd may directly cancel the orders which does not yet delivered or remove the contract without prejudice to the foregoing the exercise of the rights of the damage and compensation of the company.
8. 本保證書為立書人與保勝公司間所有買賣契約之一部分，但各獨立之買賣契約有較嚴格之約定者，從其約定。
8. This Guarantee and protection for the Affiant and Baso Precision Optical Co., Ltd part of all sale and purchase agreement between the company, nevertheless, if there is any more independent sale and purchase agreement, it would be a strict agreement from that stipulation.
9. 承諾不使用及購買來自於剛果民主共和國等衝突區域所產出之衝突金屬，致力於確保生產過程中使用之所有原物料，如包含金(Au)、鉭(Ta)、鎢(W)、錫(Sn)、鈷(Co)者，均符合『DRC conflict-free』，以維護客戶權益並善盡社會責任。
- Has commitment for not using or purchasing conflict metals derlived from minerals being sourced from Democratic Republic of Congo (DRC) conflict areas. BASO assures that our products containing materials or metals in the components ranging from Gold (Au), Tantalum (Ta), Tungsten (W), Tin (Sn), and Cobalt (Co) are in accordance with the DRC conflict-free to ensure customers' rights and fulfill our social responsibility.

此致 WITH THIS EXTEND TO:

保勝光學股份有限公司

BASO PRECISION OPTICAL COMPANY LTD.

立書人：AFFIANT:

負責人：PERSON IN CHARGE:

地址：ADDRESS:

統一編號：BUSINESS LICENSE NO.

年YEAR

月MONTH

日DAY

附件一. Rohs 管制物質及標準:Control Substance or Matters

歐盟於 2015 年 6 月 4 日正式公告 RoHS(recast)指令 (2011/65/EU) 禁用物質清單(Annex II) 新增下列四項鄰苯二甲酸酯：

- 鄰苯二甲酸二(2-乙基己基)酯 (DEHP) (0,1 %)
- 鄰苯二甲酸丁酯苯甲酯 (BBP) (0,1 %)
- 鄰苯二甲酸二丁酯 (DBP) (0,1 %)
- 鄰苯二甲酸二異丁酯 (DIBP) (0,1 %)

指令自歐盟公報上公告後第 20 天起開始生效。

歐盟成員國必須在 2016 年 12 月 31 日前將指令轉化為國家法令。

執行日期為 2019 年 7 月 22 日 (醫療設備和監控儀器 2021 年 7 月 22 日)。

表列目前禁用物質清單 (Annex II) 所管制物質及濃度限值 (單一均質材料)：

下述十項為RoHS禁用物質，管制濃度必須低於濃度限值以下。

管制物質	濃度限值
鎘 (Cd)	0.01%
鉛 (Pb)	0.1%
汞 (Hg)	0.1%
六價鉻 (Cr6+)	0.1%
多溴聯苯 (PBB)	0.1%
多溴二苯醚 (PBDE)	0.1%
鄰苯二甲酸二(2-乙基己基)酯 (DEHP)	0.1%
鄰苯二甲酸丁酯苯甲酯 (BBP)	0.1%
鄰苯二甲酸二丁酯 (DBP)	0.1%
鄰苯二甲酸二異丁酯 (DIBP)	0.1%

附件二. REACH 管制物質及標準：

歐盟REACH高度關切物質(SVHC)清單請依ECHA網站公布之最新清單與辨識資訊為主。

ECHA網站高度關切物質候選清單 <https://echa.europa.eu/candidate-list-table>