**協力廠商安全衛生環保承諾書**

立書人\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(以下稱「本公司」)，茲為配合矽品精密工業股份有限公司及指定之子公司/分公司/關係企業(見本承諾書第一點；以下稱「矽品公司」)對其協力廠商之管理，明示本公司已詳閱了解和同意遵守矽品公司之安全衛生環保相關管理規範(以下稱「安全衛生環保規範」)，包括但不限於門禁管制、環境保護、安全衛生、健康管理、傳染病防治等規範，並就所承攬工程或其他矽品公司委託協力廠商之業務項目(下稱「業務項目」)之實施履行，特此承諾下列事項：

1. 以下經勾選者，為指定之子公司/分公司/關係企業：

|  |  |  |
| --- | --- | --- |
| 🞎本公司(包括DF, CS及CH廠區) | 🞎新竹分公司🞎中科分公司 | 🞎矽科🞎其他  |

1. 已妥善規劃和落實執行有關工作影響區域內之人員、財產、設施之安全防護事宜，以符合矽品公司安全衛生規範；倘矽品公司安全衛生規範有所變更時，除本公司於收受變更通知七日內以書面述明理由提出異議外，本公司同意前述變更於通知時，對本公司生效。
2. 全力配合矽品公司之環安衛政策/供應鏈安全政策/企業社會責任政策，以及符合Responsible Business Alliance (RBA)，並遵循職業安全衛生和環保有關法令之規定。參考網址：
* 矽品公司：http://www.spil.com.tw/chinese/about/?u=5#f01
* RBA：http://www.responsiblebusiness.org/standards/code-of-conduct/
1. 本公司負責確實對派赴矽品公司之員工、代理人、受任人、下包商、再承攬人，以及其所屬人員(下稱「工作人員」）實施和完成下列教育訓練。工作人員嗣後有新增變動時，亦同。
* 矽品公司有關管理規範之教育訓練；
* 矽品公司廠區危害因素告知單(附件一)、不適合從事作業之疾病考量表(附件二)之告知；
* 由合格訓練機構實施之6小時課程或經矽品公司認可之安全衛生教育及訓練；
* 作業中個人防護具佩帶；
* 特殊作業之教育訓練；及
* 其他法定或矽品公司指定之教育訓練。
1. 本公司負責於執行業務項目時督促勞工安全相關措施以及安全衛生規定事項確實執行，以避免職業災害/傷病發生，包括但不限於負責督促所屬工作人員於執行業務項目作業中佩帶個人防護具。
2. 承攬矽品公司相關工程期間，相關保險依協力廠商工程保險規範(附件三)所示規範辦理。
3. 本公司若違反上述承諾之情事，願負一切刑、民事及行政責任，並賠償矽品公司損失。

此致

矽品精密工業股份有限公司

|  |  |
| --- | --- |
| 公司名稱：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(公司章)公司負責人簽章：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(負責人章)公司地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_簽署日期：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (西元年/月/日) | 協力廠商職業安全衛生管理人員姓名：\_\_\_\_\_\_\_\_\_\_\_\_ 電話：\_\_\_\_\_\_\_\_\_\_\_\_\_職稱：\_\_\_\_\_\_\_\_\_\_\_\_ |

**附件一、廠區危害因素告知單**

|  |  |  |
| --- | --- | --- |
| 作業或活動 | 潛在危害因素 | 防範對策 |
| 一般行為 | 被撞、滑倒、跌倒、絆倒等 | 1. 注意四週狀況，避免可能危害，並遵行廠內人員指示（安全規定及通行指示）。
2. 不擅自行動。
3. 不可僱用未滿十八歲之施工人員在廠區內工作。
 |
| 吸菸 | 燃燒、火災 | 限於指定區域吸菸 |
| 物料搬運、儲放、堆疊、輸送、使用及排放 | 氣體外洩、爆炸、火災、物體飛落、物體倒塌 | 1. 穿戴適當之防護口罩、防護手套、安全鞋等防護具；準備吸液綿等防止外洩之應變器材、滅火器等消防設備。
2. 物體採取繩索捆綁；限制堆積高度應在2公尺以下；堆積物應有足夠底面積。
3. 每天工作完畢，必須自行清理工作現場，保持整潔，不可將施工器具、材料或任何雜物擺放在公共通道及管制區內，如因施工性質無法避免時，必須先向所屬「工程師」申請，待核准後方可擺放，並將暫存之標示張貼於物件處，以供查核。
 |
| 化學品(酸、鹼、有機溶劑等)充灌、抽取 | 液體外洩、誤食、滑倒、酸/鹼氣體吸入皮膚灼傷 | 1. 穿戴適當之防護衣、防護口(面)罩、防護手套、安全鞋等防護具；準備吸液綿等防止外洩之應變器材、滅火器等消防設備
2. 符合[危害性化學品標示及通識規則](http://laws.ilosh.gov.tw/ioshcustom/Web/Law/Detail.aspx?id=41)規定。
 |
| 電氣作業 | 感電、燃燒、火災、爆炸 | 1. 配戴絕緣手套等防護具及滅火器等消防設備
2. 隔離易燃易爆物質(含液體及氣體)
 |
| 機台裝設、維修、保養 | 上述之危害因素及撞擊、刺傷、絆倒、滑倒等 | 上述適當之防護措施 |
| 駕駛堆高機 | 被撞、翻倒、物體倒塌 | 駕駛人員具備駕駛執照；速限不得大於20公里/小時；禁止搭載人員 |
| 車輛行駛 | 被撞、翻倒 | 駕駛人員具備駕駛執照；速限不得大於25公里/小時 |
| 一般施工/危險施工 | 上述之危害因素及相關施工/作業危害因素 | 1. 申請施工必須遵守各項環境、安全、衛生管理規定。
2. 確認並遵守工具箱會議之相關施工防範對策，並完成各項作業與機具、設備之自動檢查。
3. 施工中如有下列管制之任何一項作業，必須先申請作業許可，經核准後方可進行作業：
* 高架作業/動火作業/吊掛作業/有機溶劑作業/進入局限空間作業/管路作業/露天開挖作業/屋頂作業/近電作業
1. 使用下列危險性機械或設備，須具備勞動檢查機構核發之「檢查合格證」（合格期限內）方能進廠作業，並由具證照之合格人員操作：
* 固定式起重機/移動式起重機/人字臂起重桿/營建用提升機/營建用升降機/吊籠/高壓氣體特定設備/壓力容器/鍋爐/堆高機
1. 其他法規規定之設施及機具施工中所需穿戴或使用之個人防護具，應由 貴公司自行準備，嚴格要求勞工確實使用。
2. 施工中必須在1.8公尺以上之高架或開口邊緣地點作業時，必須遵守相關法令及公司規定。
3. 施工前請依勞工健康保護規則附表十一，考量不適合從事作業之疾病對照表，確認人員體檢結果，不得從事相關不適合作業。
4. 電氣設備(機具)、A字梯應於廠內進行檢查並張貼合格標籤後方可使用。
5. 中央主管機關指定之機械、設備或器具，應經中央主管機關認可之驗證機構實施型式驗證合格及張貼合格標章。
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**附件二、不適合從事作業之疾病考量表**

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| --- | --- |
| 作業名稱 | 考量不適合從事作業之疾病 |
| 高溫作業 | 高血壓、心臟病、呼吸系統疾病、內分泌系統疾病、無汗症、腎臟疾病、廣泛性皮膚疾病。 |
| 低溫作業 | 高血壓、風濕症、支氣管炎、腎臟疾病、心臟病、周邊循環系統疾病、寒冷性蕁麻疹、寒冷血色素尿症、內分泌系統疾病、神經肌肉系統疾病、膠原性疾病。 |
| 噪音作業  | 心血管疾病、聽力異常。 |
| 振動作業  | 周邊神經系統疾病、周邊循環系統疾病、骨骼肌肉系統疾病。 |
| 精密作業  | 矯正後視力零點八以下或其他嚴重之眼睛疾病。 |
| 游離輻射作業 | 血液疾病、內分泌疾病、精神與神經異常、眼睛疾病、惡性腫瘤。 |
| 非游離輻射作業 | 眼睛疾病、內分泌系統疾病。 |
| 異常氣壓作業 | 呼吸系統疾病、高血壓、心血管疾病、精神或神經系統疾病、耳鼻科疾病、過敏性疾病、內分泌系統疾病、肥胖症、疝氣、骨骼肌肉系統疾病、貧血、眼睛疾病、消化道疾病。 |
| 高架作業 | 癲癇、精神或神經系統疾病、高血壓、心血管疾病、貧血、平衡機能失常、呼吸系統疾病、色盲、視力不良、聽力障礙、肢體殘障。 |
| 鉛作業 | 神經系統疾病、貧血等血液疾病、腎臟疾病、消化系統疾病、肝病、內分泌系統疾病、視網膜病變、酒精中毒、高血壓。 |
| 粉塵作業 | 心血管疾病、慢性肺阻塞性疾病、慢性氣管炎、氣喘等。 |
| 重體力勞動作業 | 呼吸系統疾病、高血壓、心血管疾病、貧血、肝病、腎臟疾病、精神或神經系統疾病、骨骼肌肉系統疾病、內分泌系統疾病、視網膜玻璃體疾病、肢體殘障。 |
| 醇及酮作業 | 肝病、神經系統疾病、視網膜病變、酒精中毒、腎臟疾病、接觸性皮膚疾病。 |
| 苯及苯之衍生物之作業 | 血液疾病、肝病、神經系統疾病、接觸性皮膚疾病。 |
| 石綿作業 | 心血管疾病、慢性肺阻塞性疾病、慢性氣管炎、氣喘等。 |
| 二硫化碳之作業 | 精神或神經系統疾病、內分泌系統疾病、腎臟疾病、肝病、心血管疾病、視網膜病變、嗅覺障礙、接觸性皮膚疾病。 |
| 脂肪族鹵化碳氫化合物之作業 | 神經系統疾病、肝病、腎臟疾病、糖尿病、酒精中毒、接觸性皮膚疾病。 |
| 氯氣、氟化氫、硝酸、硫酸、鹽酸及二氧化硫等刺激性氣體之作業 | 呼吸系統疾病、慢性角膜或結膜炎、肝病、接觸性皮膚疾病、電解質不平衡。 |
| 其他 | 法規所列之疾病項目 |

**附件三、協力廠商工程保險規範**

協力廠商同意按此份「協力廠商工程保險規範」及個別之約定各自自費向合法業者投保保險，以涵蓋和分散作業期間所蘊含之風險，從而保障雙方財務情況不致因意外事故而受到不利影響。

1. 協力廠商了解和同意，其履約責任不因有關保險而減免或設定上限，亦不受出險事故和理賠程序之影響而延期或變更。
2. 矽品公司負責統一投保下列保險；協力廠商則承諾接受和遵守矽品公司投保保險之保單條款，並同意於出險時承擔下述自負額給付責任：
3. 台灣地區協力廠商之工程本體保險： 自負額為每次事故損失之5%、最低新台幣30萬元。
4. 大陸地區協力廠商之工程本體保險：自負額為每次事故損失之5%、最低人民币6萬元。
5. 台灣地區協力廠商之第三人責任險：自負額為每次財產損失新台幣1萬元。
6. 大陸地區協力廠商之第三人責任險：自負額為每次財產損失人民币2千元。
7. 協力廠商除應為其聘僱人員依法投保勞保和健保等社會保險，及為其所有之車輛依法投保汽機車第三人責任險之外，並應負責投保下列保險：
8. 台灣地區協力廠商之營造機具綜合保險投保規定：

依自行評估之避險需求，為其使用於矽品公司工程之重要施工機具，依其價值足額投保，保險期間應涵蓋自施工機具運抵工地日起至運離工地日止，並應使保險人於保單上載明「保險人放棄對矽品和其員工之代位求償權」。

1. 大陸地區協力廠商之營造機具綜合保險投保規定：

依自行評估之避險需求，為其使用於矽品公司工程之重要施工機具，依其價值足額投保，保險期間應涵蓋自施工機具運抵工地日起至運離工地日止。

1. 台灣地區協力廠商之雇主意外責任保險投保規定：

以矽品公司為共同被保險人，投保金額應不低於每次事故責任限額新台幣1,000萬元和每人體傷或死亡新台幣500萬元之賠償標準，並應使保險人於保單上載明1)「保險人放棄對共同被保險人和其員工之代位求償權」，2)「本保單之賠償責任係屬主要賠償責任，遇保險事故發生且造成損失時，即使有其他保險存在，本保單仍應先行賠付，不受比例分攤之約束」，及3)「非經共同被保險人同意，要保人不得註銷或變更保單內容」。

1. 大陸地區協力廠商之雇主意外責任保險投保規定：

以矽品公司為共同被保險人，投保金額應不低於每次事故責任限額人民幣200萬元和每人體傷或死亡人民幣100萬元之賠償標準，並應使保險人於保單上載明1) 「本保單之賠償責任係屬主要賠償責任，遇保險事故發生且造成損失時，即使有其他保險存在，本保單仍應先行賠付，不受比例分攤之約束」，2)「非經共同被保險人同意，要保人不得註銷或變更保單內容」。

1. 協力廠商應於進廠施工前，將所投保之保單、保險證或保險費收據等證明之正/副本檢送矽品公司備查，前述證明應含上述三之保險內容；且於預期不能如期完工或通過驗收時，應即延展保單之保險期間，並檢送證明。
2. 遇保險事故發生時，雙方應互相配合他方為辦理出險而提出之合理要求。
3. 若協力廠商未完全履行此份「協力廠商保險規範」，矽品公司有權拒絕協力廠商進廠並止付或使止付相關款項；若因而導致工程延誤、違約或任何損失，應由協力廠商承擔全部責任。

**Vendor’s Safety, Health, and Environmental Declaration**

For complying vendor management of Siliconware Precision Industries Co., Ltd. and its subsidiaries/branches/affiliated specified in par 1 of this declaration (hereinafter referred to as “SPIL”), we \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Vendor”), hereby state that we have duly reviewed and understood SPIL’s procedures related to safety, health and environmental protection management (hereinafter referred to as the “ESH Management Procedure”), which includes, but not limited to, the door security, environmental protection, safety and health, health management, infectious disease prevention, and related guidelines. And also, when handling projects at SPIL (hereinafter referred to as the “Projects”), we commit to execute the matters below:

1. The checked box(s) are specified subsidiaries/branches/affiliated:

□Siliconware Precision Industries Co., Ltd. (including the DF, CS, and CH sites)

□Siliconware Precision Industries Co., Ltd. Hsinchu Branch

□Siliconware Precision Industries Co., Ltd. Zhong Ke Branch

□Siliconware Technology (SuZhou) Limited

□Others

1. At the area(s) of the Project, Vendor has adequately planned and enforced safety protection matters of personnel, property and facility to comply with SPIL’s ESH Management Procedure. If SPIL’s ESH Management Procedure changes, Vendor consents the foresaid change would take into effect at the time of SPIL’s notification, except for object in writing within 7 days.
2. Vendor will fully comply with SPIL’s safety, health and environmental protection policies, supply chain security policy and corporate social responsibility policy, and will fulfill the Responsible Business Alliance (RBA) requirements, as well as relevant regulatory requirements. Please refer to:
* SPIL: http://www.spil.com.tw/chinese/about/?u=5#f01
* RBA : http://www.responsiblebusiness.org/standards/code-of-conduct/
1. Vendor is responsible for giving the below trainings to its employees, agents, appointees, subcontractors, re-contractors, and affiliating personnel sent to SPIL (hereinafter referred to as “Working Personnel’s”), whether Working Personnel changes or newly assigns.
* All SPIL’s ESH Management Procedure and related trainings;
* Trainings of Notification of Facility Area Hazardous Factors of SPIL (Appendix I)、Disease Reference Table for Work Not Appropriate (Appendix II).
* The Six Hour Course given by qualified training organizations or other safety and health training certified by SPIL.
* The training of use of Personal Protective Equipment (PPE);
* Training for specialized work; and
* Other trainings required by laws/regulations or designated by SPIL.
1. Vendor is responsible for execution of safety-related measures when working at SPIL for Project, so as to avoid occupational hazard/injury/sickness from occurring. Such measures should include, but not limited to, making sure Working Personnel to wear PPE when operating.
2. During the period of working at SPIL for Project, Vendor will comply with all insurance requirements specified in Project Vendors Insurance Requirements (Attachment III).
3. If Vendor does not comply with any of the above items, the violator shall be accountable for any criminal/civil/and administrative responsibility, and compensate SPIL for any losses caused.

|  |  |
| --- | --- |
| Vendor name: (signature) | Vendor’s occupational safety and health administrator |
| Vendor’s legal representative: (signature) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Vendor address/Telephone number:  | Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ |
|   | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signing date: (Month/Day/Year) |  |

**Appendix I、Notification of Facility Area Hazardous Factors**

|  |  |  |
| --- | --- | --- |
| Operation or Activity | Potential risk factors | Preventive measures |
| General | Been Hit, slipping, falling, stumbling,…etc  | 1. Pay attention to surrounding condition to avoid possible hazards. Follow the instructions given by site management personnel (safety regulations & passage instructions).
2. Do not walk aournd without permission.
3. Do not hire work personnel under the age of 18 to work in at the factory Project site area.
 |
| Smoking area | Ignition, fire disaster | Only smoke at designated areas.  |
| Transporting, storage, piling, delivery, usage & emission.  | Gas leak, explosions, fires, flying object, collapsing object  | 1. Wear protective equipments such as safety mask, safety gloves, safety shoes, emergency response devices to prevent external leakage such as absorbent cotton, and firefighting equipments such as fire extinguisher.
2. Objects should be banded, piling height limits under 2 meters, and piling base area should be sufficient.
3. After complete each day’s work, clean the work site and maintain neatness. Do not leave tools, materials, or miscellaneous items in public passages and controlled areas. If items required for work must be placed in these areas, apply to responsible engineers and wait for approval before placing. Place labels on the items for checking.
 |
| Chemicals (acid, alkali, organic compounds /solvents,...etc.), refilling, drawing | Liquid leakage, accidental swallowing, slipping, skin burns due contact with acid/ alkali gas. | Wear protective equipments such as safety mask, safety gloves, safety shoes, emergency response devices to prevent external leakage such as absorbent cotton, and firefighting equipments such as fire extinguisher. |
| Electrical work  | Electrocution, ignition, fire disaster, explosion | 1. Wear for protective gears such as insulation gloves, and firefighting equipments such as fire extinguisher.
2. Flammable & explosive substances (including liquid & gas) should be isolated.
 |
| Machinery set up, repair, maintenance | Hazardous factors mentioned above & being hit, piercing, stumbling, slipping & falling,...etc. | Appropriate protective measures mentioned above |
| Driving forklift | Hit by forklift, turn over, objects collapsing | Driver must have driving licenses. The speed limit is less than 20 km/hr. Carrying passenger is forbidden.  |
| Driving cars  | Hit by cars, turn over  | Driver must have driving licenses. The speed limit is less than 25 km/hr.  |
| General work /dangerous work  | Hazardous factors are mentioned above and related to work  | 1. Applied work must follow environment, safety, and health management regulations.
2. Confirm and comply with instructions and preventive measures which are informed in the tool box meeting.
3. If work involves any one of the following items, work permit must be obtained before you can start the work:
* Elevated/hot work/lifting/organic solvent/confined spaces/conduit/open excavation/rooftop work.
1. When using the following dangerous machinery or equipment, the machine or equipment must be certified with “inspection certification” (within valid period) issued by the government’s labor inspection agency before it can enter the work site. The machine and equipment must also be operated by operator who has valid operating certification:
* Fixed cranes/mobile cranes/arm lift/construction hoist/construction lift/lift cage/specific high-pressure gas equipment/pressurized container/boiler/forklift
1. Vendor shall supply workers with PPE and strictly require workers to use.
2. When conducting work on elevated opening area higher than 1.8 meters above the ground, all related regulations and rules shall be followed.
3. The attachment 38 of Labor Health Protection Rule, (Reference Table of Work Not Appropriate for certain Diseases) should be referenced to check with personnel physical checkup results before sending to work. Personnel should not be sent to work that is inappropriate.
4. Electricity equipment (machine) and trestle ladder can only be used after checking at the factory Project site area and tagging as inspected.
5. Machinery, equipment or tools specified by the central competent authority, should type certified by the certification bodies and put up the certification labels.
 |



**Appendix II、Disease Reference Table for Work Not Appropriate**

|  |  |
| --- | --- |
| Name of work | Disease of afflicted not appropriate for this type of work |
| High temperature work  | High blood pressure, heat diseases, respiratory diseases, endocrine system diseases, anhidrosis, kidney disease, extensive skin diseases.  |
| Low temperature work  | High blood pressure, rheumatism, bronchitis, kidney disease, heat diseases, peripheral circulatory diseases, cold urticaria, cold hemoglobinuria, endocrine system diseases, neuromuscular diseases, collagen disease.  |
| Noisy work  | Cardiovascular disease, hearing abnormalities.  |
| Vibration work  | Peripheral nervous system diseases, peripheral circulatory diseases, musculoskeletal diseases.  |
| Precision work  | 0.8 or below eyesight after correction or other severe eye disease.  |
| Ionizing radiation work  | Blood disease, endocrine diseases, mental or neurological abnormalities, eye disease, and malignant tumors.  |
| Non-ionizing radiation work | Eye disease, endocrine system diseases.  |
| Work in abnormal pressure environment  | Respiratory diseases, high blood pressure, cardiovascular disease, mental or nervous system diseases, otorhinological diseases, allergies, endocrine system diseases, obesity, hernia, musculoskeletal diseases, anemia, eye disease, digestive track diseases. |
| Elevated work  | Epilepsy, mental or nervous system diseases, high blood pressure, cardiovascular disease, anemia, loss of balance, respiratory diseases, color blindness, poor eye sight, hearing impaired, physically impaired.  |
| Work involving lead  | Nervous system diseases, anemia or other blood disease, kidney disease, digestive system diseases, liver disease, endocrine system diseases, retinopathy, alcohol poisoning, high blood pressure.  |
| Work in dusty environment  | Cardiovascular disease, chronic obstructive pulmonary disease, chronic bronchitis, asthma, etc.  |
| Heavy manual labor  | Respiratory diseases, high blood pressure, cardiovascular disease, anemia, liver disease, kidney disease, mental or nervous system diseases, musculoskeletal diseases, endocrine system diseases, vitreoretinal disease, physically disabilities.  |
| Work with alcohols and ketones  | Liver disease, nervous system diseases, retinopathy, alcohol poisoning, kidney disease, contact skin diseases.  |
| Work involving benzene and benzene derivatives  | Blood disease, liver disease, nervous system diseases, contact skin diseases.  |
| Work involving asbestos  | Cardiovascular disease, chronic obstructive pulmonary disease, chronic bronchitis, asthma.  |
| Work involving carbon disulfide  | Mental or nervous system diseases, endocrine system diseases, kidney disease, liver disease, cardiovascular disease, retinopathy, olfactory disabilities, contact skin diseases.  |
| Work involving aliphatic halogenated hydrocarbons  | Nervous system diseases, liver disease, kidney disease, diabetes, alcohol poisoning, contact skin diseases.  |
| Work involving chlorine, hydrogen fluoride, nitric acid, sulfuric acid, hydrochloric acid, sulfur dioxide, and other irritant gases  | Respiratory diseases, chronic keratitis or conjunctivitis, liver disease, contact skin diseases, electrolyte imbalance.  |
| Other | Disease items in the statutory regulations. |

**Attachment III、Project Vendors Insurance Requirements**

Vendor agrees this “Project Vendors Insurance Requirements” and other agreements to subscribe the insurance with a legit insurer at its own cost, for covering and diverse potential risks during operation of the Project, so that to safeguard financial status of both parties and prevent adverse effect in connection with accidental incidents.

1. Vendor understands and agrees its contractual liability would not be waived or limit by this Requirement, nor would be extended or altered by any insurance claim procedures.
2. SPIL will subscribe the below insurance; Vendor is to commit to accepting and abiding by SPIL subscribed insurance’s insurance provisions, and also consenting, at the time of an insured incident, to shoulder the below deductible payout liability:
3. Vendors in Taiwan regarding insurance to engineering of the Project: the deductible is set to 5% of each incident loss, or at a minimum of NT$300,000.
4. Vendors in China regarding insurance to engineering of the Project: the deductible is set to 5% of each incident loss, or at a minimum of RMB$60,000.
5. Vendors in Taiwan regarding third party liability insurance: the deductible is set to NT$10,000 per asset loss.
6. Vendors in China regarding third party liability insurance: the deductible is set to RMB$2,000 per asset loss.
7. Vendor shall not only subscribe the labor insurance, health insurance and related social insurance for all personnel hired which required by the laws and regulations, but also shall subscribe the automotive/motorcycle third party liability insurance all vehicles owned. In addition, Vendor shall also be responsible for subscribing the below insurance:
8. For project vendor in Taiwan regarding contractors' plant and machinery insurance:

Vendor shall assess its own risk and subscribe sufficient amount of insurance for construction machinery, equipment used at SPIL. The insurance period shall encompass the date in which the construction machinery/equipment are shipped to the worksite up to the date they are shipped away from the worksite.

1. For project vendor in China regarding contractors' Plant and Machinery Insurance:

Vendor shall assess its own risk and subscribe sufficient amount of insurance for construction machinery, equipment used at SPIL. The insurance period shall encompass the date in which the construction machinery/equipment are shipped to the worksite up to the date they are shipped away from the worksite, and shall also have the insurer state in the policy that “the insured has relinquished its right in seeking compensation from SPIL and its employees”.

1. For project vendor in Taiwan regarding employer's liability insurance:

By designating SPIL as the joining insured, the insurance amount shall not be lower than the compensation of NT$ 10 million for each incident liability and NT$ 5 million for each bodily injury or fatality, and shall also have the insurer state in the policy: 1) “the insured has relinquished the right to claim compensation on behalf of SPIL and its employees”, 2) with the policy’s compensatory liability being a primary compensatory liability, and in the wake of an insured incident occurred and also incurring losses, even if with the existence of other insurance, the policy shall still first honor the compensatory payout, without being confined by the percentage sharing”, and 3) “unless with the joint insured’s consent, the subscriber may not cancel or alter the policy content”.

1. For project vendor in Taiwan regarding employer's liability insurance:

By designating SPIL as the joining insured, the insurance amount shall not be lower than the compensation of RMB$ 2 million for each incident liability and RMB$ 1 million for each bodily injury or fatality, and shall also have the insurer state in the policy: 1) “the insured has relinquished the right to claim compensation on behalf of SPIL and its employees”, 2) with the policy’s compensatory liability being a primary compensatory liability, and in the wake of an insured incident occurred and also incurring losses, even if with the existence of other insurance, the policy shall still first honor the compensatory payout, without being confined by the percentage sharing”, and 3) “unless with the joint insured’s consent, the subscriber may not cancel or alter the policy content”.

1. Vendor shall, prior to inducting to the plant to render the work, forward the original/photocopy of the subscribed policy, insurance certificate or premium receipt and related proof of documentation to SPIL for its verification, and that the foresaid proof shall include the preceding par III’s insurance content. And also, if anticipating unable to complete the work as scheduled or surpass the acceptance inspection, shall promptly extend the policy’s insured period, and also submit the proof.
2. When process the insurance claim, Vendor shall reasonably corporate with each other.
3. If Vendor does not comply with this “Project Vendors Insurance Requirement”, SPIL has the right to refuse Vendor entering the plant, pause any and all payment; if resulting in delay of any project, default or incurring of any losses, Vendor shall be liable of any of such.