

## TERMS OF SALE – GLOBAL

### 銷售條款 – 全球地區使用

**1. Additional or Different Terms.** These terms of sale (“TOS”) are subject to any related signed agreement between the seller and the buyer. Absent any such agreement, this instrument constitutes an offer by the seller to sell the products covered by this invoice (“Products”) at the price and subject to all terms stated in this invoice. The buyer may not modify any terms of these TOS, and the seller hereby objects in advance to any additional or different terms proposed by or on behalf of the buyer in any instrument requesting or confirming this invoice. No course of dealing between the parties shall be effective to amend or waive any provision of this invoice. Acceptance by the buyer of the Products will constitute acceptance of these TOS and an express waiver by the buyer of any additional or different term that it had previously proposed. Except as specifically stated herein there are no audit rights under these TOS.

*新增或差異條款。* 本銷售條款 ( 下稱「本條款」 ) 之適用受賣方與買方間簽訂之任何相關合約所限，若無任何該等合約，則本文件構成賣方銷售本單據中產品 ( 下稱「本產品」 ) 之約因，價格及規定依單據為準。買方不得修改本條款，且賣方茲此將先拒受任何由買方或買方代表在任何文件要求提供或確認本單據時所提議之任何新增或差異條款。雙方間任何交易行為將無法有效的修改或免除本單據中之任何條款。買方驗收本產品將作為接受本條款之依據，且係買方明示放棄其先前提議之任何新增或差異條款。除本條款特別規定以外，本條款未賦予稽核權。

**2. Returns.** All returns are subject to the terms of seller’s International Return Policy located at <http://www.asp.com>, which are hereby incorporated by reference into these terms of sale. The buyer may only return Products for credit if the seller or one of its affiliates has previously authorized that return in accordance with the terms of seller’s International Return Policy.

*退貨。* 所有退貨依賣方之國際退貨政策 ( <http://www.asp.com> ) 辦理，經此引述納入本條款。若賣方或其任何關係企業已依據賣方之國際退貨政策授權退貨，買方方得退回本產品並記帳入款。

**3. Adjustments.** If the buyer believes that this invoice contains any errors, it must notify the seller’s customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. If the buyer wishes to make a claim for loss or damage to any Products as a result of shipment, it must include a copy of the delivery receipt.

*調整。* 若買方認為本單據有任何錯誤且欲修正該錯誤時，應於單據日期後不超過三十日內通知賣方之客戶服務部門。若買方欲就任何本產品請求因貨運造成之損失或損害賠償，應一併附上產品交貨收據之複本一份。

**4. Delivery; Transfer of Title.** Products will be delivered, subject to availability, in accordance with the terms of the relevant purchase order. Seller shall not be liable for any delays, loss, or damage in transit. Seller shall not be liable for any non-delivery of Products (even if caused by seller’s negligence) unless buyer gives written notice to seller of non-delivery within 5 days of the date when the Products would have been received as per the purchase order. Any liability of seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

- Delivery of the Products will be CPT (Carrier Paid To) /CIP (Carrier and Insurance Paid) (Incoterms 2020) at the place of destination described in the purchase order.
- By exception to this preferred CPT/CIP (Incoterms 2020), delivery of Products sold to public hospitals through public tenders will be DDP (Incoterms 2020) as described in the relevant public tender bid specifications.

Transfer of title shall be deemed to have occurred upon such delivery.

交貨；所有權移轉。本產品（若有貨）將依據相關訂單之規定交貨。賣方不負責任何運輸過程中之延遲、損失或損害。本產品若未成功交貨（即使係因賣方疏忽導致），除非買方於本產品照訂單規定理應收到之日後五日內書面通知賣方，否則賣方不對交貨失敗負責。賣方對本產品交貨失敗之責任限於在合理期限內退換本產品或就該產品調整單據以反映實際交貨數量。

- 產品的交貨將以CPT (Carrier Paid To) /CIP (Carrier and Insurance Paid) (Incoterms 2020)的方式在產品訂單中描述的目的地交貨。
- 作為該首選的CPT/CIP (Incoterms 2020) 的例外，通過公開招標出售給公立醫院的產品的交貨將採用相關公開招標規格中描述的DDP(Incoterms 2020)。

產品之所有權於交貨後視為已移轉。

**5. Security Interests.** The buyer hereby grants the seller a security interest in all Products as security for payment of all amounts due under this invoice. The buyer shall assist the seller in perfecting that security interest by signing at the seller's request appropriate documents (including, without limitation, Form UCC-1 financing statements if the sale is made in the United States, and any equivalent statements in the applicable jurisdiction, if the sale is made outside of the United States) and cooperating with the seller (at the seller's expense) in taking any further actions reasonably necessary to perfect that security interest. The buyer's nonpayment of any amounts due under this invoice, will entitle the seller to all remedies of a secured creditor under all applicable laws, statutes, rules, regulations, court orders, injunctions or other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, agency or other body, domestic or foreign, including any applicable rules, regulations, that may be in effect from time to time ("Law"), which, for clarity, shall include the Uniform Commercial Code, if the sale is made in the United States.

*擔保利益。* 買方茲此授予賣方全部本產品之擔保利益作為本單據所有款項到期應付之保證。買方應協助賣方確認該概擔保利益，按賣方要求簽署適當文件（包括但不限於：若在美國銷售則使用之UCC-1 格式財務報表以及若在美國以外地區銷售則使用適用管轄地之任何對等報表）並與賣方合作（由賣方承擔費用）採取確立擔保利益所合理必須之任何進一步行為。若買方未繳付本單據之任何到期應付款項，則賣方將有權依所有不定時生效之應適用法律、法規、規則、規範、法院命令、禁制令或其他宣布具有任何聯邦、國家、跨國、州立、省立、縣立、市立或其他政治單位、機關或機構之法律效力者（下稱「法令」）請求受擔保債權之全部救濟。為免疑慮，若在美國銷售，則法令應包括美國之《統一商法典》（Uniform Commercial Code）。

**6. Option to Accelerate.** The seller may by written notice to the buyer demand that the buyer immediately pay all amounts due under this invoice in the event of the insolvency, bankruptcy, reorganization, receivership, or liquidation by the buyer or if the seller believes in good faith that the prospect of the buyer paying those amounts has or is likely to be impaired. By accepting the Products, the buyer is representing that it is not then insolvent within the meaning of Title 11, United States Code (or any similar federal or state law), or any equivalent Law in the applicable jurisdiction for sales made outside of the United States.

*加速選擇權。* 若買方有無力償還債務、宣告破產、重組、被接管或清算之情形，或賣方善意認為買方已無法或未來可能無法支付該等款項時，賣方得以書面通知要求買方立即支付所有本單據到期應付之款項。買方接受本產品代表買方已聲明其並無美國法典第 11 卷（或任何類似之聯邦法或州法）或適用在美國以外地區管轄地之任何對等法令所定義之無力償還債務狀況。

**7. Payment; Taxes.** In addition to paying the invoiced price, the buyer shall pay any tax, duty or other fee imposed on this transaction by any federal, state, foreign or local governmental authority. If the seller is required to prepay any such tax, duty or other fee, the buyer will reimburse the seller the amount of that tax, duty, or other fee. All prices are exclusive of sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by under this invoice.

*付款；稅務。* 除本單據表示之價格以外，買方亦應支付任何稅負、關稅或任何聯邦、州立、國內外政府機關對本交易徵收之其他費用。若賣方必須預付任何該等稅負、關稅或費用，則買方會補償賣方該等稅負、關稅或費用之金額。所有價格不計入營業稅、使用稅、消費稅及其他任何類似稅負、關稅及任何政府機關對本單據上任何應付金額所徵收之各式費用。

**8. Cost Reporting.** With respect to sales made in the United States, the buyer acknowledges that it is required by Law to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, any discounts, rebates or other price concessions) of any Products and on request, provide to the U.S. Department of Health and Human Services and any state agencies any invoices, coupons, statements, and other documentation reflecting such costs. The buyer may receive subsequent documentation under some programs reflecting adjustments or allocations to the price available hereunder. In preparing any cost reports, the buyer may be required to evaluate as a discount the value of any product listed as \$0.00 on any invoice. The buyer should not include as a discount for cost-reporting purposes the value of any item that is designated as a sample or that the buyer knows constitutes a sample, and it should not seek reimbursement for any such items. The seller recommends that the buyer retain a copy of this invoice and any other documentation provided by the seller regarding any price concessions under this invoice. The buyer may request additional information from the seller to meet the buyer's reporting or disclosure obligations, by writing to the address on the reverse side. With respect to sales made in any jurisdiction outside of the United States, the buyer acknowledges that it may be required to make equivalent disclosures under the Law of such jurisdiction, and shall make any such required disclosures.

*成本報告。* 於美國境內所進行之銷售，買方知悉法規要求應於任何聯邦醫療保險、醫療補助或其他特定醫療保健項目之任何成本報告或報帳申報中揭露所有本產品之成本（包含但不限於，所有折扣、回扣或其他價格優惠），並應按美國衛生及公共服務部及任何州機構之要求提供反映此類成本之任何發票、優惠券、對帳單或其他文件。在某些項目中，買方可能會收到後續文件反映對以下可用價格之調整或分配。於準備任何成本報告時，買方可能被要求以折扣價評估任何發票上列為 0.00 美金之產品價值。買方不應為了成本報告，將指定為樣品或買方知道構成樣品之任何物品的價值作為折扣，並且不應為此類物品尋求補償。賣方建議買方保留由賣方所提供關於本收據下任何價格優惠之收據及相關文件之影本。買方得向賣方要求未符合買方報告及揭露義務所需之額外資訊，以書面送至賣方之收件地址。就於美國外之銷售，買方知悉就各該地法律上可能要求同等之揭露，並且將依其要求為所需之揭露。

**9. Intellectual Property.** Seller reserves all rights in its intellectual property whether or not any such intellectual property is subsumed in any Product provided to buyer, and nothing contained herein will be construed as granting buyer any ownership interest or other rights to the intellectual property of the seller.

*智慧財產權。* 賣方保留對其智慧財產之所有權利，不論該智慧財產是否納入於提供給買方之任何本產品中，且本條款中其他條款不應解釋為授予買方任何賣方智慧財產權之所有權利益或其他相關權利。

**10. No Resale.** The Products are intended for the buyer's own use in the jurisdiction in which the sale was made and are not for resale unless the buyer is the seller's authorized distributor in such jurisdiction, pursuant to a signed agreement between the parties with respect thereto.

*不可轉售。* 本產品僅供買方於得進行買賣之地區內自行使用，並不得轉售，除經雙方另依本條款簽署之合約約定，買方不應認為係賣方於該地區之授權經銷商。

**11. Import/Export.** Each party agrees to comply with all applicable Laws as they relate to the import, export and re-export of information and/or Products. In particular, buyer shall at all times act in compliance with the U.S. Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR"), 15 C.F.R. Parts 730-774, and the economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. Parts 501-598, and Executive Orders administered by OFAC when procuring and/or selling Products. Without limiting the foregoing, buyer shall not disclose or deliver any Products provided hereunder in any manner contrary to any applicable Laws. The buyer and the seller acknowledge that these Laws impose restrictions on import, export and transfer to third countries of certain categories of Products, and that authorizations/licenses from the applicable regulatory agency may be required before such Products can be disclosed or delivered hereunder, and that such authorizations/licenses may impose further restrictions on use and further disclosure or delivery of such Products.

*進口/出口。* 雙方當事人同意遵守所有關於本產品進口、出口及再輸出應適用之法令。特別應注意，買方需隨時符合美國商務部工業安全局 (BIS) 出口管制條例 (EAR) 第 15 章第 730 至第 774 條例 (15 C.F.R. § 730 et seq) ，及由美國財政部外國資產控制辦公室 (OFAC) 管理之經濟制裁計劃，包括《聯邦資產管理條例》(FACR) C.F.R. 31，501-598 部分，以及美國財政部外國資產控制辦公室於採購及/或銷售產品時執行之行政命令。於不限制前述規定的前提下，買方不得以任何方式違反依法令不得揭露或交付本條款所提供之任何本產品。買方及賣方知悉，上述法令對特定種類之本產品實施進口、出口及轉口至第三地之限制，並且該類之本產品於經揭露或交付之前可能須取得特定主管機關之授權/許可，該授權/許可可能對該類之本產品使用實施其他限制或揭露及交付之義務。

**12. Product Shortages.** The seller is not liable for any loss or damage resulting from delays in delivery due to product shortages, acts of nature, war, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control.

*產品短缺。* 賣方對於任何因產品短缺、天災、戰爭、恐怖攻擊、法規或運送問題及其他非由其合理控制下所生之損失或損害，不負賠償責任。

**13. Prescription Products; Compliance with Law.** Any Products labeled "Caution: Federal law prohibits dispensing without a prescription," or subject to an equivalent labeling in a jurisdiction outside of the United States is sold for such use only. Buyer shall comply with all applicable federal and state laws and regulations in connection with the Products, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws.

*處方產品；法令遵循。* 任何標示：「注意：聯邦法律禁止未經處方配藥」或依非美國地區為同等標示之本產品，均僅供前述方式使用。買方應遵守所有與本產品相關之聯邦及州法律與規定，包含但不限於，聯邦食物、藥物和化妝品法、處方藥物銷售法、平等就業機會法及詐欺或濫權之法律。

**14. Single-Use Products.** The buyer acknowledges that the requirement that a Single-Use Product that it purchases be used once and only once in delivering patient care is an express condition of the sale of the Product. The seller conveys no right in such patented Single-Use Product other than the right to use those units once and only once. A "Single-Use Product" means any Product that is labeled "For Single Use" or "Single Use Only" or "Do Not Reuse" or otherwise labeled to indicate that the Product is to be used once and only once in delivering patient care. The seller does not grant the buyer or any other person or entity any license to reprocess, remanufacture, or reconstruct any patented Single-Use Product. In addition to other available remedies, the sale or use of any reprocessed, remanufactured or reconstructed patented Single-Use Product will be subject to available remedies for patent infringement.

一次性使用產品。買方知悉其所購買之一次性使用產品僅供病患護理使用一次係本產品銷售之明示條件。賣方對該一次性使用專利產品除每單位僅得使用一次之權利外不授予任何其他權利。一次性使用產品係指：任何產品上標示「單一使用」、「限單次使用」、「請勿重複使用」或其他標示標榜本產品僅能供病患護理使用一次。賣方並未授權買方、他人或其他實體重加工、重製或重造任何一次性使用專利產品。除其他可用之救濟程序外，銷售或使用任何經重加工、重製或重造之一次性使用專利產品將適用專利侵害救濟程序。

**15. Deductions.** Buyer should identify the reason for any deductions, seller will deny and not accept any unidentified deductions.

*扣除。*買方應確定任何扣除之原因，賣方得拒絕並且不接受任何未確認之扣除。

**16. Warranties.** Any warranties provided by the seller or any affiliate, as applicable, with respect to any Products are as described in the package inserts accompanying units of that Product on purchase. OTHER THAN AS SET FORTH IN THE PREVIOUS SENTENCE, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS (IMPLIED OR EXPRESS) ON THE PRODUCTS TO THE BUYER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION THOSE OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

*保證。*賣方或任何關係企業針對本產品提供之保證（如適用），均描述於購買該本產品隨附之包裝插頁中。除前述約定外，賣方對本產品或任何第三方之產品不作任何保證或聲明（暗示或明示），包括但不限於標題、可交易、非侵權或針對特定目的之適用性。沒有任何人被授權對本保證為任何修改、擴張或增加。

**17. Limitation of Liability.** SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF IT HAS NOTICE OF THAT THOSE KINDS OF DAMAGES MAY OCCUR. IN ANY EVENT, THE AGGREGATE LIABILITY OF SELLER WILL NOT EXCEED THE TOTAL AMOUNTS PAID HEREUNDER BY BUYER.

*賠償責任上限。*對於任何間接、偶發、延續或特殊損害，賣方不承擔任何責任，縱使其已收到通知可能會發生此類損害。在任何情況下，賣方負擔之賠償以買方於此支付之總金額為限。

**18. Confidentiality.** From time to time, seller may disclose or make available to buyer information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause by buyer or any of its representatives; (ii) is or becomes available to buyer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of buyer or its representatives before being disclosed by or on behalf of seller; (iv) was or is independently developed by buyer without reference to or use, in whole or in part, of any of seller's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Buyer shall: (A) protect and safeguard the confidentiality of seller's Confidential Information with at least the same degree of care as buyer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use seller's Confidential

Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these TOS; and (C) not disclose any such Confidential Information to any person or entity, except to buyer's representatives who need to know the Confidential Information to assist buyer, or act on its behalf, to exercise its rights or perform its obligations under these TOS. Buyer shall be responsible for any breach of this clause caused by any of its representatives. Upon seller's request at any time, buyer shall promptly return, and shall require its representatives to return to seller all copies, whether in written, electronic or other form or media, of the seller's Confidential Information, or destroy all such copies and certify in writing to seller that such Confidential Information has been destroyed. In addition to all other remedies available at law, seller may seek equitable relief (including injunctive relief) against buyer and its representatives to prevent the breach or threatened breach of this clause and to secure its enforcement. The confidentiality obligations of this clause shall survive the termination or expiration of these TOS.

*保密。*賣方不時會以口頭、書面、電子或其他方式或媒介向買方揭露有關其業務、產品、服務、保密智慧財產權、營業秘密、第三方保密信息以及其他敏感或限閱資訊，而不論是否標記、指定或以其他方式標識為「保密」（以下合稱「保密資訊」）機密資訊不應包括在揭露時係由書面證據確定之以下資訊：（i）除係買方或其任何代表人直接或間接違反本條之結果外，為公眾已經知悉或普遍知悉之訊息；（ii）買方於非保密之情況下，可以從第三方取得之資訊，且該第三方亦無被禁止揭露該保密資訊；（iii）在由賣方或其代表揭露前，買方已知悉或取得之資訊；（iv）由買方獨立開發或已由買方開發之資訊，且買方並未參考或使用賣方任何全部或部分之保密資訊；（v）依據適用之聯邦、州或地方法律、法規或具有管轄權之法院或政府機構發布之有效命令而揭露之情形。買方應：（A）至少以與保護屬買方之保密資訊相同之謹慎程度來保護和維護賣方保密資訊之機密性，但在任何情況下均不得低於商業上合理之注意義務；（B）不得以行使本條款規定之權利或履行其義務以外之任何目的，使用或允許使用賣方之保密資訊；及（C）不得向任何個人或實體揭露任何保密資訊，除非係需要知悉保密資訊以協助買方或代表買方行使其根據本條款行使其權利或履行其義務。買方應對其任何代表所違反任何本條之行為負責。買方應根據賣方之請求隨時返還，並應要求其代表人將賣方之書面、電子或以其他方式或媒體之保密資訊之全部副本返還予賣方，或銷毀所有此類副本並以書面向賣方證明此類保密資訊已被銷毀。除法律上可用的所有其他補救措施外，賣方還可以公平救濟（包括禁令性救濟）之程序，防止買方及其代表以違反或威脅違反本條款，及確保其執行。本條之保密義務應在本條款終止或期滿後繼續有效。

**19. English Language; Governing Law; Place of Jurisdiction.** The only official version of these TOS, and all communications related to these TOS, will be in the English language. Any translation in another language shall be deemed for convenience only and shall not prevail over the original English version. These TOS as well as all related business agreements between the seller and the buyer shall be governed by and interpreted in accordance with the laws of the seller's place of residence. All disputes arising out of or in connection with any sale governed by these TOS are exclusively subject to the jurisdiction of the courts at the seller's place of residence.

*英文；適用法律；管轄。*本條款以及與本條款相關之所有通訊將以英文為唯一之正式版本。以其他語言所為之任何翻譯應僅為便利考量，並仍應以原英文版本為準。本條款以及買賣雙方之間所有相關業務協議均應受賣方所在地法律之管轄及據其解釋。任何依照本條款所為銷售引起或相關之爭議，均僅受賣方所在地法院管轄。

**20. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these TOS, for any failure or delay in fulfilling or performing any term of these TOS (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure

Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) other catastrophes, epidemics or quarantine restrictions; and (k) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall promptly give written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 20, either party may thereafter terminate these TOS.

*不可抗力*。任何一方均不因以下不可抗力事由（下稱「不可抗力事由」）所導致不能或延遲履行本條款之任何條款而對另一方承擔責任或負責，亦不得視為違反本條款（向另一方付款義務之情形）：（a）天然災害；（b）洪水、火災、地震或爆炸；（c）戰爭、入侵、敵對行動（不論是否宣戰）、恐怖攻擊、暴動或其他內亂；（d）政府命令或法律；（e）禁運、封鎖或其他類似行動；（f）任何政府機構之行為；（g）國家或地區之緊急情況；（h）罷工、停工或降低生產或其他工業干擾；（i）缺乏足夠之電力或運輸設施；（j）其他災難，流行病或檢疫限制；（k）受不可抗力事件影響之一方（下稱「受影響方」）超出其合理控制範圍之其他類似事件。受影響方應立即將不可抗力事件以書面通知另一方，並說明該事件預計將持續之時間。受影響方應盡力中止給付之不能或延遲，並確保將不可抗力事件之影響降至最低。在排除原因後，受影響方應在於合理之範圍內盡快回復履行其義務。如果受影響方之給付不能或遲延於其按第 20 條以書面通知後三十（30）天仍未得到解決，則任何一方均可以終止本條款。