新光產物保險
地址：104台北市建國北路二段15號 電話：(02)2507-5335
免付費24小時服務(申訴)專線：0800-789-999
要保人可透過本公司網站http://www.skinsurance.com.tw
或至本公司總分支機構查閱資訊公開說明文件

Products Liability Insurance Policy
For
台灣糖業股份有限公司

SHINKONG INSURANCE COMPANY LIMITED

新光產物保險
地址：104台北市建國北路二段15號 電話：(02)2507-5335
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Original

ShinKong Product Liability Insurance
(Claims Made Form)

109.11.19(109)新產精發字第 1365 號函備查

Schedule

Policy Number.	:	130014AKP0M00027
The Insured	:	台灣糖業股份有限公司
Address	:	No.68, Shengchan Rd., East Dist., Tainan City 701, Taiwan (R.O.C.)
The Business	:	Manufacturer & Distributor
Insured Products	:	食品用油、沖調、飲料、咖啡、捲心酥、蔗糖調味糖漿等(詳附件) (Warranted that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.)
Period of Insurance	:	12 months, From Jan.01, 2026 to Jan.01, 2027 (noon to noon)
Retroactive Date	:	Jan.01, 2026
Territory/Jurisdiction	:	Worldwide包含中國大陸、美國、關島、新加坡、日本
Limit of Indemnity	:	Body Injury for Any One Person: As Attached list Body Injury for Any One Accident: As Attached list Property Damage for Any One Accident As Attached list Annual Aggregate: As Attached list
Deductible	:	NTD 2,500.- Each and every claim
Estimated Turnover	:	As Attached list
Minimum / Deposit Premium	:	

Conditions :

1. Claim made basis wordings.
2. Legal costs, Adjusters expenses and all other claim handling expenses shall be applied within limit of indemnity in excess of deductible amounts
3. Disputes arising out of the policy wordings are subject to Taiwan laws and regulations.
4. Series of Claims arising from the same or related cause shall be deemed to one Claim
5. No Extended reporting period
6. Premium Payment Warranty(60 days)
7. Warranty That 50% of premium is deemed to be earned at inception. If this policy is cancelled prior to agreed expiry date, 50% of earned premium at inception or agreed short term premium, whichever is higher, will be charged for time on risk.
8. Any misrepresentation by the proposed insured, including under declaration of actual sales/false loss record, may be applied as causes for policy contract rescission or

cancellation.

9. Vendors Broad Form _ Vendor's List to be agreed by SK

All other terms and conditions are subject to policy wordings.

Major Exclusions : 1. Punitive and exemplary damages

2. Products Recall / Guarantee / Intended Use of Products / Inefficacy
3. Any kind of claims arising out of Silica /Asbestos / Lead / PCBs and their related products
4. Any pollution, seepage contamination
5. Any kind of hold harmless agreement / Contractual Liability.
6. Any loss or responsibility due to the product cannot be used.
7. Any kind of consequential / pure financial / pecuniary loss.
8. Any incidents, claims arising out of EMF (Electro Magnetic Fields)
9. Any incidents, claims arising out of Terrorism act.
10. Data Recognition Exclusion Clause
11. Any kind of loss due to Professional Liability.
12. USA/Canada Domiciled Operation Exclusion
13. Any claim arising out of watercrafts or aircrafts or their related components or parts.
14. Sanction Limitation and Exclusion Clause
15. Mold and Fungi Exclusion Clause
16. Cyber Incident Exclusion
17. Infectious Disease / COVID-19 Exclusion Clause
18. Any claims / notifications / circumstances the Original Insured has been aware of prior to the beginning of this Policy's period.

All other exclusions are subject to policy wordings attached.

If there is any discrepancy between English and Chinese version, the former govern.

SHINKONG INSURANCE CO., LTD.

Andre Liu

Andre Liu Manager
Casualty Underwriting Dept.(1)

Attachment: 114 年度各單位一投保明細表

Insured List: (NT$)

序號	單位	被保險產品名稱	保險險種	營業處所地址	每一個人身體傷亡	每一意外事故傷亡	每一意外事故財損	保險期限內最高賠償金額	自負額	說明
7	商品行銷事業部	台糖食品用油類等產品(詳附件)	產品責任保險	臺北市萬華區艋舺大道 297 號 2 樓	1,000,000	4,000,000	1,000,000	10,000,000	2,500	如附 21 項，預計銷售金額 $1,100,000,000 元(含外銷金額$3,000,000)〈外銷：美國、關島〉。
10	商品行銷事業部	台糖沖調類等產品(詳附件)	產品責任保險	臺北市萬華區艋舺大道 297 號 2 樓	1,000,000	4,000,000	1,000,000	10,000,000	2,500	如附 21 項，預計銷售金額 $105,060,000 元(含外銷金額 4,500,000)〈外銷：美國、中國大陸、日本〉。
12	商品行銷事業部	台糖飲料類等產品(詳附件)	產品責任保險	臺北市萬華區艋舺大道 297 號 2 樓	1,000,000	4,000,000	1,000,000	10,000,000	2,500	如附 11 項，預計銷售金額 $63,500,000 元(含外銷金額$2,500,000)〈外銷：美國、中國大陸〉。

13	商品行銷事業部	台糖咖啡系列產品	產品責任保險	臺北市萬華區艋舺大道297號2樓	1,000,000	4,000,000	1,000,000	10,000,000	2,500	如附7項，預計銷售金額$13,000,000元(含外銷金額1,000,000)〈外銷：美國、中國大陸、日本〉。
14	商品行銷事業部	台糖高地小農咖啡(安提瓜)系列產品(詳附件)	產品責任保險	臺北市萬華區艋舺大道297號2樓	5,000,000	25,000,000	5,000,000	60,000,000	2,500	如附6項，預計銷售金額$25,000,000元(含外銷金額1,000,000)〈外銷：美國、中國大陸、日本〉。
16	商品行銷事業部	台糖捲心酥類等產品(詳附件)	產品責任保險	臺北市萬華區艋舺大道297號2樓	1,000,000	4,000,000	1,000,000	10,000,000	2,500	如附6項，預計銷售金額$23,000,000元(含外銷金額1,000,000)〈外銷：美國、中國大陸、日本〉。
21	砂糖事業部	蔗糖調味糖漿(詳附件)	產品責任保險	高雄市小港區小港路133號	1,000,000	4,000,000	1,000,000	10,000,000	2,500	如附2項，預計銷售金額$5,000,000元(含外銷金額$4,000,000)(外銷：中國大陸)。

Attachment: Insured products

序號	編號	類別	產品編號	品名	包裝規格	單位
7	1	台糖食用油品類	7008	18 公斤大豆沙拉油	18 公斤/廳	廳
7	2	台糖食用油品類	7009	18 公升大豆沙拉油	18 公升/廳	廳
7	3	台糖食用油品類	7014	18 公升烤酥油	18 公升/廳	廳
7	4	台糖食用油品類	7309	18 公升芥花油	18 公升/廳	廳
7	5	台糖食用油品類	7011	0.6 公升大豆沙拉油	0.6 公升/瓶	瓶
7	6	台糖食用油品類	7030	3 公升大豆沙拉油	3 公升/瓶	瓶
7	7	台糖食用油品類	7032	2 公升大豆沙拉油	2 公升/瓶	瓶
7	8	台糖食用油品類	7034	2 公升烤酥油	2 公升/瓶	瓶
7	9	台糖食用油品類	7043	2.6 公升大豆沙拉油	2.6 公升/瓶	瓶
7	10	台糖食用油品類	7045	1 公升大豆沙拉油	1 公升/瓶	瓶
7	11	台糖食用油品類	7207	1 公升紅花籽油	1 公升/瓶	瓶
7	12	台糖食用油品類	7208	2 公升紅花籽油	2 公升/瓶	瓶
7	13	台糖食用油品類	7214	1 公升葵花油	1 公升/瓶	瓶
7	14	台糖食用油品類	7216	2 公升葵花油	2 公升/瓶	瓶
7	15	台糖食用油品類	7219	3 公升葵花油	3 公升/瓶	瓶
7	16	台糖食用油品類	7237	2.6 公升不飽和優質葵花油	2.6 公升/瓶	瓶
7	17	台糖食用油品類	7310	1 公升芥花油	1 公升/瓶	瓶
7	18	台糖食用油品類	7316	2 公升芥花油	2 公升/瓶	瓶
7	19	台糖食用油品類	9940	苦茶油	0.5 公升/瓶	瓶
7	20	台糖食用油品類	9526	500 毫升橄欖油	0.5 公升/瓶	瓶
7	21	台糖食用油品類	9527	500 毫升特級初榨橄欖油	0.5 公升/瓶	瓶
10	1	台糖沖調類等產品	9002	台糖黑麥片	500g/盒，24盒/箱	盒
10	2	台糖沖調類等產品	9218	台糖什穀大燕麥片 800g	800g/罐，6罐/箱	罐
10	3	台糖沖調類等產品	9924	台糖大燕麥片 800g	800g/罐，6罐/箱	罐
10	4	台糖沖調類等產品	9953	台糖燕麥片 500g 袋裝	500g/盒，24盒/箱	盒
10	5	台糖沖調類等產品	9255	台糖穀康	360g/袋，12袋/箱	袋
10	6	台糖沖調類等產品	9711	台糖藜麥珍穀 450g/罐	450g/罐，6罐/箱	罐

10	7	台糖沖調類等產品	9713	台糖黑穀堅果 450g/罐	450g/罐，6罐/箱	罐
10	8	台糖沖調類等產品	9714	台糖三彩藜麥 220g/罐	220g/罐，6罐/箱	罐
10	9	台糖沖調類等產品	9812	台糖南瓜蔬菜珍穀(盒裝)	132g/盒，20盒/箱	盒
10	10	台糖沖調類等產品	9844	南瓜蔬菜珍穀 22g*12 包	264g/袋，12袋/箱	袋
10	11	台糖沖調類等產品	9858	台糖無加糖黑五寶	300g/袋，12袋/箱	袋
10	12	台糖沖調類等產品	9867	台糖米麥纖穀片	300g/盒，12盒/箱	盒
10	13	台糖沖調類等產品	9868	台糖果乾纖穀片	300g/盒，12盒/箱	盒
10	14	台糖沖調類等產品	9925	台糖紅豆紫米藜麥	250g/袋，12袋/箱	袋
10	15	台糖沖調類等產品	9926	台糖綠豆薏仁銀耳	250g/袋，12袋/箱	袋
10	16	台糖沖調類等產品	9927	台糖豆漿燕麥	320g/袋，12袋/箱	袋
10	17	台糖沖調類等產品	9944	台糖黑五寶 30g*15 包	450g/袋，12袋/箱	袋
10	18	台糖沖調類等產品	9945	台糖紅五寶 30g*15 包	450g/袋，12袋/箱	袋
10	19	台糖沖調類等產品	9950	台糖白五寶 30g*15 包	450g/袋，12袋/箱	袋
10	20	台糖沖調類等產品	9901	台糖高級酥炸粉 300 公克	300g/包，20包/箱	包
10	21	台糖沖調類等產品	9934	台糖高級太白粉 300 公克	300g/包，20包/箱	包
12	1	台糖飲料類等產品	9298	台糖梅子醋	600ml/6 瓶/箱	瓶
12	2	台糖飲料類等產品	9299	台糖蘋果醋	600ml/6 瓶/箱	瓶
12	3	台糖飲料類等產品	9028	台糖蔓越莓醋	600ml/6 瓶/箱	瓶

12	4	台糖飲料類等產品	9029	台糖鳳梨醋	600ml/6 瓶/箱	瓶
12	5	台糖飲料類等產品	9703	台糖沙士	330cc/24 罐/箱	罐
12	6	台糖飲料類等產品	9708	台糖加鹽沙士	330cc/24 罐/箱	罐
12	7	台糖飲料類等產品	9144	台糖礦泉水 1500cc	1500cc/12 瓶/箱	瓶
12	8	台糖飲料類等產品	9145	台糖礦泉水 600cc	600cc/24 瓶/箱	瓶
12	9	台糖飲料類等產品	914502	台糖礦泉水 600cc(贈品版)	600cc/24 瓶/箱	瓶
12	10	台糖飲料類等產品	9159	台糖天然水 17250 毫升	17250ml/桶	桶
12	11	台糖飲料類等產品	9136	台糖天然水 6000 毫升	6000ml/2 桶/箱	桶
13	1	台糖咖啡系列產品	9530	高地小農濾掛式咖啡(卡內特)	10g/包	包
13	2	台糖咖啡系列產品	9519	高地小農咖啡豆(卡內特)/1 磅	454g/袋、30袋/箱	袋
13	3	台糖咖啡系列產品	9877	高地小農濾掛式咖啡(甘醇果香)單包	10g/包	包
13	4	台糖咖啡系列產品	9879	高地小農濾掛式咖啡(莓果酒香)單包	10g/包	包
13	5	台糖咖啡系列產品	-	高地小農咖啡豆(卡內特)單包	10g/包	包
13	6	台糖咖啡系列產品	9880	高地小農咖啡豆(卡內特)咖啡豆	227g/袋	袋
13	6	台糖咖啡系列產品	9879	高地小農濾掛式咖啡(莓果酒香)單包	10g/包	包
13	7	台糖咖啡系列產品	9520	哥斯大黎加咖啡生豆(僅內銷)	1kg/袋	袋
14	1	台糖高地小農咖啡(安提瓜)系列產品	9523	高地小農濾掛式咖啡(安提瓜)	10g/包	包
14	2	台糖高地小農咖啡(安提瓜)系列產品	9524	高地小農咖啡豆(安提瓜)/半磅	227g/袋	袋
14	3	台糖高地小農咖啡(安提瓜)系列產品	9525	高地小農咖啡豆(安提瓜)/1 磅	454g/袋	袋
14	4	台糖高地小農咖啡(安提瓜)系列產品	9515G	高地小農咖啡粉(安提瓜)120g	120g/包	包

14	5	台糖高地小農咖啡(安提瓜)系列產品	9510G	高地小農咖啡粉(安提瓜)150g	150g/包	包
14	6	台糖高地小農咖啡(安提瓜)系列產品	9967	高地小農咖啡生豆【僅內銷】	1kg/袋	袋
16	1	台糖捲心酥類等產品	9870	肉酥起司捲 10 入裝	15g x 10 入/盒	盒
16	2	台糖捲心酥類等產品	9871	咖啡杏仁捲 10 入裝	16g x 10 入/盒	盒
16	3	台糖捲心酥類等產品	9872	肉酥起司捲 5 入裝	15g x 5 入/盒	盒
16	4	台糖捲心酥類等產品	9873	咖啡杏仁捲 5 入裝	16g x 5 入/盒	盒
16	5	台糖捲心酥類等產品	9874	肉酥起司捲 2KG	淨重 2kg/箱	箱
16	6	台糖捲心酥類等產品	9875	咖啡杏仁捲 2KG	淨重 2kg/箱	箱
21	1	蔗糖調味糖漿	0B33-0025	蔗糖調味糖漿	25Kg/桶	桶
21	2	蔗糖調味糖漿	0B33-0005	蔗糖調味糖漿	5kg/4 桶/箱	箱

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ShinKong Product Liability Insurance

(Claims Made Form)

109.11.19(109)新產精發字第1365號函備查

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in Declarations as being a part of this policy.

EXPORT PRODUCTS LIABILITY COVERAGE

Coverage Part - Claims Made Form

A. Insuring Agreement

The Company shall pay on behalf of the Insured all sums for which the Insured shall become legally obligated to pay for damages in respect of **bodily injury** or **property damage** arising from any **Claim** first made against the Insured during the Policy Period and reported to the Company during the Policy Period as a result of an **Occurrence** happening in connection with the Insured's **products**. No other obligations or liability to pay sums or perform acts or services is covered.

This insurance does not apply to **Occurrences** which took place before the Retroactive Date, shown on the Schedule, or which occurs after the Policy Period.

This insurance does not apply to any **Claim**, facts or circumstances of which the Insured was aware or ought reasonably to have known prior to the Retroactive Date.

The **Occurrence** must take place in the Policy Territory.

All **Claims** or series of **Claims** for damages because of **bodily injury** or **property damage** sustained by any one person or organization as a result of any one **Occurrence** shall be deemed to have been made at the time the first of those **Claims** is made against the Insured. Furthermore, all **Claims** or series of **Claims** arising from the same or related cause including continuous or repeated exposure to the same general conditions shall be deemed to constitute one **Claim** irrespective of whether **Claims** are reported during one or more Policy Period and the number of **Claims** made. All such **Claims** shall be deemed to have originated at the time the first of those **Claims** is first made against the Insured.

The Company shall have the right and duty to defend any **Suit** against the Insured seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the **Suit** are groundless, false or fraudulent, and may make such investigation and settlement of any **Claim** or **Suit**

as it deems expedient, but the Company shall not be obligated to pay any **Claim** or judgment or to defend any **Suit** after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

(1) **bodily injury** or **property damage** expected or intended from the standpoint of the Insured.

(2) any liability assumed by the Insured under any contract, warranty or agreement requiring (i) the assumption of liability for **bodily injury** or **property damage** regardless of fault except to the extent such liability would have been implied by law or (ii) the waiver or limitation of the Insured's rights of recovery against another party.

(3) any obligation of the Insured under labour, workers compensation, disability benefits or unemployment compensation law or any similar law.

(4) **bodily injury** to

(a) any employee of the Insured arising out of and in the course of employment by the Insured; or

(b) the spouse, child, parent, brother or sister of that employee as a consequence of (a) above.

This exclusion applies

(a) whether the Insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(5) **bodily injury** or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, invasion, acts of foreign enemies, insurrection, rebellion or revolution.

(6) **property damage** to the Insured's **products** arising out of such **products** or any parts of such **products.**

(7) **property damage** to **impaired property** or property that has not been physically injured, arising out of;

(a) a defect, deficiency, inadequacy or dangerous condition in the Insured's **product**; or

(b) a delay or failure by the Insured or anyone acting on his behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the Insured's **product** or work after it has been put to its intended use.

(8) damages claimed for the withdrawal, recall, inspection, repair, replacement, or loss of the use of the Insured's **products** or work completed by or for the Insured or of any property of which such

products or work form a part, if such **products**, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

(9) **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **Pollutants** into or upon land, the atmosphere or any watercourse or body of water.

(10) cost or expense arising out of any governmental demand or request that the Insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or **Pollutants**.

(11) any liability of whatsoever nature caused by or arising directly or indirectly out of or in connection with:

(a) ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise; or

(b) the radioactive, toxic, explosive or other hazardous properties of nuclear assembly or nuclear component thereof; or

(c) the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

(12) damages claimed for fines, penalties, punitive damages, exemplary damages, treble damages or other damages resulting from the multiplication of compensation in whatever form assessed.

(13) any actual or alleged liability whatsoever for any **Claim** or **Claims** in respect of loss or losses directly or indirectly arising of, resulting from or in consequence of, asbestos, in whatever form or quantity.

(14) any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Company alleges that by reason of this exclusion a loss, damage, cost or expense is not covered by this insurance, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(15) **bodily injury** or **property damage** arising directly or indirectly out of:

A. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any Insured or to others:

(a) Computer hardware, including micro-processors ;

(b) Computer application software ;

(c) Computer operating systems and related software ;

(d) Computer networks

(e) Microprocessors (computer chips) not part of any computer system ; or

(f) Any other computerized or electronic equipment or components ; or

(2) Any other **products**, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.(1) above;

due to the inability or failure to process, including, but not limited to, calculating, comparing, recording, retrieving, sequencing, reading, storing, manipulating, writing to media, determining, distinguishing, converting, transferring or executing "Date/Time Material".

"Date/Time Material", as used herein, means dates, times or data or information that in any manner includes, depends upon, is contingent upon, is derived from, or incorporates any date or time, irrespective of the manner or medium of storage or recordation.

B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in Paragraph A. above.

(16) **bodily injury** and/or **property damage** (including the loss of use thereof at anytime) resulting from the failure of any of the Insured's **products** to correctly fulfil its intended use or function and or meet the level of performance, quality, fitness or durabilities warranted by the Insured.

(17) **bodily injury** and/or **property damage** caused by or arising directly or indirectly out of or in connection with any aircraft or aircraft parts.

(18) **bodily injury** and/or **property damage** caused by or arising directly or indirectly out of, or in connection with the failure of the Insured's **products** (or any part thereof) to cure, alleviate, prevent, eliminate or retard any medical condition, disease or injury.

The Company shall not have the duty to defend any **Claim** or **Suit** seeking to impose such costs, expenses, or liability for such damages or any other relief excluded herein.

C. Supplementary Payments

The Company shall pay with respect of any Claim or Suit:

(1) All expenses incurred by the Company, all costs taxed against the Insured in any **Suit** defended by the Company and all interests on the entire amount of any judgment therein which accrues after entry

of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(2) Premiums on appeal bonds required in any such Suit, and premiums on bonds to release attachments in any such Suit for an amount not in excess of the applicable limit of liability of this policy;

(3) Expenses incurred by the Insured for first aid to others at the time of any accident, for bodily injury to which this policy applies;

(4) Reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any Claim or Suit, including actual loss of earnings not to exceed $100 per day.

The Company agrees to pay the claims expenses incurred under the above sections but such payments shall be part of, and not in addition to, the applicable limits of liability of this insurance.

Notwithstanding any other provision to the contrary, in the event of loss arising to which the Company may be liable to contribute, no legal costs shall be incurred on its behalf without its consent being first obtained and if it so consents it shall contribute to the said costs in the proportion that its share of the loss as finally settled bears to the total sum payable.

D. Persons Insured

Each of the following is an Insured under this insurance to the extent set forth below:

(1) If the Named Insured is designated in the Schedule as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;

(2) If the Named Insured is designated in the Schedule as a partnership of joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(3) If the Named Insured is designated in the Schedule as an organization other than an individual, partnership or joint venture, the organization designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

E. Limit of Liability

Regardless of the number of (A) Insured's under this policy, (B) persons or organization who sustain

bodily injury or **property damage**, or (C) **Claims** made or **Suits** brought on account of **bodily injury** or **property damage**, the Company's liability is limited as follows:

The limit of liability stated in the Schedule as applicable to "each **Occurrence**" is the limit of the Company's liability for all damages because of **bodily injury** or **property damage**, or both combined, as the result of any one **Occurrence**.

Subject to the foregoing respecting "each **Occurrence**" the total liability of the Company for all damages because of all **bodily injury** and **property damage**, shall not exceed the limit stated in the Schedule as "aggregate per Policy Period ".

For the purpose of determining the limit of the Company's liability, all **bodily injury** and/or **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**.

F. Policy Territory

This insurance applies to **bodily injury** or **property damage** caused by an **Occurrence** which takes place in the Policy Territory as designated in the Schedule.

G. Definitions

When used in this policy

(1) "**Bodily injury**" means physical injury, sickness or disease sustained by any person which occurs during the Policy Period, including death at any time resulting therefrom.

(2) "**Claims expense**" means:

a. Fees charged by an attorney designated by the Company; and

b. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Company or by the Insured with the written consent of the Company.

(3) "**Impaired property**" means tangible property, other than the Insured's **product** or work, that cannot be used or is less useful because:

a. It incorporates the Insured's **product** or work that is known or thought to be defective, deficient, inadequate or dangerous; or

b. The Insured failed to fulfill the terms of a contract or agreement.

(4) "**Insured's product**" means:

a. Any goods or **products** as designated in the Schedule; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or **products**.

(5) "**Occurrence**" means an accident including continuous or repeated exposure to substantially the same general harmful conditions.

(6) "**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(7) "**Property damage**" means:

a. Physical injury to or destruction of tangible property which occurs during the Policy Period, including the loss of use thereof at any time resulting there from, or

b. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the Policy Period.

(8) "**Suit**" means a civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. "**Suit**" includes an arbitration proceeding alleging such damages to which the Insured must submit or submit with the Company's consent.

(9) "**Claim**" means any demand made by a third party upon the Insured for damages however conveyed including any writ, statement of claim, application or other legal or arbitral process, or any written or verbal demand for compensation.

H. Conditions

(1) **Premium**

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

(2) **Inspection and Audit**

The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Insured's books and records at any time during the Policy Period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

(3) **Insured's Duties in the Event of Occurrence, Claim or Suit**

(a) In the event of an Occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and

circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable.

(b) If a Claim is made or is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The Insured shall cooperate with the Company and upon the Company's request, assist in making settlements, in the conduct of Suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

(4) **Action against Company**

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impeded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

(5) **Deductible**

a. The Company's obligation to pay damages and Supplementary Payments on behalf of the Insured applies only to the amount of damages in excess of any deductible amounts stated in the Schedule.

b. The deductible amount stated in the Schedule applies on a "per **Occurrence**" basis under **Bodily injury** and/or **Property damage** Liability Coverage Combined, to all damages because of:

(a) **Bodily injury**;

(b) **Property damage**; and

(c) **Bodily injury** and **property damages** combined;

as the result of any one **Occurrence**, regardless of the number of persons or organizations who sustain damages because of that **Occurrence**.

c. The terms of this insurance, including those with respect to:
(a) The Company's right and duty to defend any **Suit** which is seeking those damages; and
(b) Insured's duties in the event of an **Occurrence**, **Claim**, or **Suit**;
apply irrespective of the application of the deductible amount.

d. The Company may pay any part or all of the deductible amount to effect settlement of any **Claim** or **Suit** and, upon notification of the action taken, the Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

(6) **Other Insurance**

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. Contribution by Equal Shares: If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. Contributions by Limit. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

(7) **Subrogation**

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

(8) **Misrepresentation, Misdescription or Non-disclosure**

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure made by the Applicant /Insured or his representative in any material fact in respect of this insurance.

(9) **Changes**

Notice to or knowledge possessed by the Company or its agent shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

(10) **Assignment**

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

(11) **Cancellation**

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than fifteen days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

(12) **Forfeiture of Benefit**

If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any loss destruction or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this policy shall be forfeited.

(13) **Applicable law**

This policy shall be governed by and interpreted in accordance with the law of Taiwan.

(14) **Arbitration**

Any dispute between the parties arising out of or in connection with this policy including formation and validity shall be submitted to arbitration as specified in the schedule.

(15) **Premium Payment**

It is a condition precedent to liability that the Insured shall pay the premium stated in the Schedule not later than 60 days after inception of this policy. If the Insured fails to pay the premium within 60.days of its due date the Company shall have the right to terminate this policy by notifying the Insured in writing. In the event of termination premium is due to the Company on a pro rata basis for the period for which the Insured was on risk but the full premium shall be payable to the Company in the event of a loss which gives rise to a claim under this policy occurring prior to the date of termination.

KC03 Hold Harmless Agreement Exclusion Clause

109.11.19(109)新產精發字第 1369 號函備查

It is noted and agreed that this insurance shall not be liable to any claim arising, whether directly or indirectly, from any kind of hold harmless agreement.

KC04 EMF(Electromagnetic Fields) Exclusion Clause

109.11.19(109)新產精發字第 1370 號函備查

This Policy does not apply to any liability arising directly or indirectly out of, caused by or in connection with magnetic, electric or electronic fields or their radiation or interaction in the form of an electromagnetic wave, however caused or generated, or diminution of property value.

KC05A Additional Insured(Vendors－Broad Form)

109.11.19(109)新產精發字第 1377 號函備查

It is agreed that "PERSONS INSURED " is amended to include any person or organization designated below (herein referred to as " vendor "), as an insured , but only with respect to " bodily injury" or "property damage" arising out of your products designated below which are directly distribution or sold by the vendor. It is also understood that the vendor has directly contracted with you in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to;

(a) any express warranty unauthorized by you;

(b) bodily injury or property damage arising out of

(i) any physical or chemical change in the form of the product made intentionally by the vendor.

(ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.

(iii)demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

(iv) any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(v) products which after distribution or sale by you have been labeled or relabeled or used as container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as Insured, from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

SCHEDULE

Name of Person or Organization(Vendor)：All vendors

Your products: As per the declarations of the policy

KC06 Any Consequential Loss Exclusion Clause

109.11.19(109)新產精發字第 1372 號函備查

It is agreed and understood that the Policy does not apply to any liability claims for any consequential loss of any kind resulting from any defect or damage in insured Products or the insured property, including but not limited to loss of profit, loss of use, and/or loss of production.

KC07 Sanction Limitation and Exclusion Clause

103.03.14(103)新產精發字第 240 號函備查

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

KC08 War and Terrorism Exclusion Clause

109.11.19(109)新產精發字第1373號函備查

It is agreed that this insurance does not apply to loss, damage, injury, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, injury, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If we allege that by reason of this exclusion, any loss, damage, injury, cost or expense is not covered by this insurance the burden of proving the contrary should be upon the insured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder should remain in full force and effect.

KC09 Inefficacy Exclusion

109.11.19(109)新產精發字第1374號函備查

The Policy does not cover any legal liability arising out of or in any way connected with the failure of any product to fulfil a particular purpose or intended function of meet a particular level of performance, where the Insured has expressly or impliedly warranted or represented that the product will fulfil such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Bodily Injury or Property Damage) or meet such level of performance.

KC10 Pure Financial / Pecuniary Loss Exclusion Clause

109.11.19(109)新產精發字第 1375 號函備查

It is agreed and understood that the Policy does not apply to any liability claims for pure financial or pecuniary loss not resulting from bodily injury or property damage, subject to the provisions namely in respect of

1. cost estimates and credits being exceeded;
2. financial and credit business, money and property business and other commercial transactions;
3. loss resulting from deficits on the cash account, errors in making payments and dishonesty by personnel;
4. considerations concerning location and profitability, breach of patents and other protected industrial rights, and in respect of valuations;
5. failure to adhere to agreed dates, time-limit, properties and services;
6. work for valuable consideration concerning data processing;
7. activities as designer, consultant, building or assembly manager, tester or expert;
8. liability as director and offer;
9. the recall or recovery of articles, subject to the provisions;
10. infringement of restricted rights "in ram"
11. infringement of personal rights.

other than those financial losses the insured becomes legally liable resulting from bodily injury or property damage as a result of an accident covered under this policy.

KC11A Products Warranty Clause

106.09.29(106)新產精發字第 1050 號函備查

It is warranted, and a condition precedent to recovery hereunder, that all the products insured are complied with the mandatory and/or voluntary safety standards of importing countries. Failure to comply with the conditions of this warranty should render this policy null and void.

KC12 Contractual Liability Exclusion

109.11.19(109)新產精發字第 1376 號函備查

This policy shall not cover any loss for which the insured is liable under a contract, commitment, promise or guarantee, unless the liability for the losses would have also existed in the absence of the contract or agreement.

KC14 USA/Canada Domiciled Operation Exclusion Clause

109.11.19(109)新產精發字第 1378 號函備查

It is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any USA/Canada domiciled operations.
This exclusion does not apply to products liability arising out of sales and marketing business of the Insured.

All other terms and conditions remain unchanged.

KC15 Absolute Pollution Exclusion Clause

104.11.20(104)新產精發字第 1189 號函備查

It is agreed that this insurance dose not apply:
1. To any personal injury or property damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants, anywhere in the world;
2. to any loss, cost or expense arising out of any governmental direction or request that the Insured, the company or any other person or organization test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants;
3. to any loss, cost or expense, including but not limited to costs of investigation or attorneys' fees,

incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants.
It is further understood and agreed that ShinKong Insurance Co., Ltd. shall not be obligated to defend any suit or claim seeking to impose such costs, expenses, liability for such damages, or any other relief.

KC16 Silica Exclusion Clause

109.11.19(109)新產精發字第 1379 號函備查

It is agreed that this insurance does not apply to any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by any exposure to or ingestion, inhalation or absorption of silica, in whatever form or quantity.

KC17 Lead Exclusion Clause

109.11.19(109)新產精發字第 1380 號函備查

It is agreed that this insurance does not apply to any claim arising, directly or indirectly, out of the manufacture, sale, handling, distribution, use of or exposure to Lead, or products whose components include Lead.

KC18 PCBs Exclusion Clause

109.11.19(109)新產精發字第 1381 號函備查

It is agreed that this insurance does not apply to liability arising directly or indirectly out of, caused by or in connection with polychlorinated biphenyls (PCBs) or any derivative thereof.

KC19 Data Recognition Exclusion Clause

104.11.20(104)新產精發字第 1193 號函備查

It is agreed that this insurance does not apply to any liability arising out of:
1. Any actual or alleged failure, malfunction or inadequacy of:
(1) Any of the following, whether belonging to any Insured or to others:
a. Computer hardware, including microprocessors;
b. Computer application software;

c. Computer operating systems and related software;
d. Computer networks;
e. Microprocessors (computer chips) not part of any computer system; or
f. Any other computerized or electronic equipment or components; or
(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.(1) of this clause.
Due to the inability to correctly recognize, process, distinguish, interpret or accept the date information as its true calendar date.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Paragraph 1. of this clause.

KC20 Products Recall / Product Guarantee Exclusion Clause

104.11.20(104)新產精發字第 1194 號函備查

It is understood and agreed that this insurance does not apply to any damages claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, replacement, adjustment, removal or disposal of:
1. insured product(s),
2. the Insured's work, or
3. impaired property
If such product(s), work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected deficiency, inadequacy, or dangerous condition in it.

KC21 Watercrafts, Aircrafts and/or Parts Exclusion Clause

109.11.19(109)新產精發字第 1382 號函備查

It is agreed that this insurance does not apply to bodily injury or property damage arising out of or in connection with the products applied to watercraft, aircrafts (including satellites) and / or such parts, components or equipments.

KC27 Cyber Incident Exclusion Clause

108.12.31(108)新產精發字第 1484 號函備查

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any Cyber Loss.
2. If we (the Company) allege that by reason of this exclusion any Cyber Loss sustained by the Named Insured is not covered by this policy, the burden of proving the contrary shall be upon the Named Insured.

Definitions

3. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the Named Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
4. Cyber Incident means:
4.1. an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
4.2. a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
4.3. a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
5. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility..

KC28 Mold and Fungi Exclusion Clause

108.12.31(108)新產精發字第 1485 號函備查

It is agreed that this insurance does not apply to:
a. Any sums which any Insured becomes legally obligated to pay as damages because of Bodily Injury,

Property Damage or Personal and Advertising Injury directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any material containing them at any time.

b. Any loss, cost or expense:

i. Any Insured or any other person or organization may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory or regulatory requirement or otherwise; or

ii. Any Insured or any other person or organization may incur in connection with any claim or suit on behalf of any government authority or any person or organization relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them.

c. We shall have no duty or obligation whatevevr to defend any Insured with respect to any claim or suit seeking any such damages.

X0X03 ShinKong Infectious Disease / COVID-19 Exclusion Clause

109.08.13(109)新產精發字第 890 號函備查

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – :

- Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
- Coronavirus (COVID-19) including any mutation or variation thereof; or
- Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the insurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the insured.

All other terms and conditions remain unchanged.