

## 切結書

立切結書人對本次承攬之工作環境及設施已完全瞭解，對申請入廠工作之人員、車輛（詳如 年 月 日編號： 入廠申請單之名冊）確係立切結書人或所屬包商所有，其行為即視同立切結書人所為，並保證在合約（承攬）期間內均確實遵守 貴公司及台塑企業包商入廠作業安全規定，若於工作中發生任何意外或傷亡，概由立切結書人自行負責，與 貴公司（業主）及台塑企業無涉，如 貴公司（業主）或台塑企業依法需給付職業災害補（賠）償或負相關法律責任時，亦由立切結書人負擔，貴公司（業主）及台塑企業因此支付之費用得全數向立切結書人求償之，並得不待通知逕自於應付之所有款項中扣抵。

申請入廠工作之人員、車輛如有從事非合約（承攬）內容之工作者，一經查獲，視同冒用入廠證，每張/次罰扣新台幣（下同）伍萬元，同時接受停止往後之報價及詢價機會，若是立切結書人係夾帶他人（或車輛）申請入廠證經查屬實者，罰扣則加重為每張/次拾萬元。合約/臨時入廠證若有遺失，同意每張/次罰扣壹仟元，未及時向 貴公司註銷而被冒用者，同意每張/次罰扣壹萬元。立切結書人同意相關罰扣費用，貴公司及台塑企業得不待通知逕自先於應付之款項中（包括但不限於工程款、施工費、設備/材料費等）扣抵之。又立切結書人及所僱用之人員如有偷竊、夾帶或持有、施用毒品或其他不法行為，或有損害 貴公司、台塑企業權益時，立切結書人保證立即依法處理並負責賠償，絕無異議。

此致

股份有限公司及台塑企業

立切結書人： （簽章）

兼 負責人： （簽章）

統一編號及身分證字號：

西 元 年 月 日

## Affidavit

I, the undersigned, hereby acknowledge that I have fully understanding of the work environment and facilities associated with this contracted project. I confirm that the personnel and vehicles applying for entry into the factory (as detailed in the roster of the entry application form dated [ D a t e ] and No. [ N u m b e r ] ) are indeed owned by the undersigned or my affiliated contractor. I shall be held responsible for their actions as if they were my own. I guarantee fully observe and comply with your company and Formosa Plastics Group's contractor entry safety regulations throughout the entire contract period. In the event of any accidents or casualties during work, I shall bear full responsibility, and your company and Formosa Plastics Group is not liable. In the event that your company or Formosa Plastics Group is required by law to provide occupational hazard compensation or held liable or any responsibility in connection with such accidents or casualties, I shall be responsible for covering such costs. Your company and Formosa Plastics Group could claim any and all out-of-pocket expenses in connection with the aforementioned accidents or casualties and deduct them from all payments which your company and Formosa Plastics Group should pay to the undersigned without any notice.

If any personnel or vehicles applying for entry into the factory are found to be engaged in work not within the scope of the contract/work, it shall be deemed as unauthorized use of the entry permit and Formosa Plastics Group could fine the undersigned for NT\$50,000 per each permit or violation, and suspend future quotation and inquiry opportunities. If it is found that the undersigned have included third party's personnel (or vehicles) in the application for the factory entry permit, the penalty shall be increased to NT\$100,000 per each permit or violation. In the event of any loss of the contract/temporary entry permit, the undersigned agree to pay a penalty of NT\$1,000 per each permit or entrance. In the event of any unauthorized use due to the undersigned's failure to promptly notify Formosa Plastics Group for cancellation, the undersigned agree to pay a penalty of NT\$10,000 per each permit or violation. The undersigned agree that all related penalties or fines could be deducted from all payments (including but not limited to engineering fees, construction fees and equipment/material payments) which your company and Formosa Plastics Group should pay to the undersigned without any notice. Furthermore, if the undersigned and its employees engage in any illegal activities such as theft, unauthorized entry, possession or use of drugs, or any illegal actions or harm your company or Formosa Plastics Group's interests, the undersigned guarantee to undertake legal action immediately and be responsible for compensation without any objection.

To:

Co., Ltd. (Company Name)/ Formosa Plastics Group

Sincerely,

Signature: \_\_\_\_\_

(Company Representative/Responsible Person)

Uniform ID No. and Personnel ID No.:

Date: \_\_\_\_\_