

菲律宾共和国 | REPUBLIC OF THE PHILIPPINES

域外法查明与分析报告

FOREIGN-LAW ASCERTAINMENT AND ANALYSIS REPORT

海底数据中心微型反应堆买卖纠纷（虚拟演练）

Sale of Microreactors for a Subsea Data Center (Hypothetical Exercise)

报告编号 / Report No.	FLR-PH-20260823-01
目标法域 / Jurisdiction	Republic of the Philippines Regional Trial Court, Makati City
法源截止 / Cut-off	23 August 2026
证据状态 / Evidence	Primary authorities verified; core case file pending
语言 / Languages	中文 / English - paragraph-aligned working translation
用途 / Purpose	律师复核与虚拟演练 / Counsel review and hypothetical exercise

翻译边界 / Translation notice: English is a convenience translation of the Chinese analysis. For Philippine authorities, the official English originals control. All translations require counsel review before filing or formal reliance.

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一、执行摘要

I. EXECUTIVE SUMMARY

1. 委托事项与查明范围

1. Mandate and Scope of Ascertainment

本报告依用户提供的《九星律外函〔2024〕第 092 号（虚拟演练）》所述假设事实，查明菲律宾法下四项问题：第一，7.2 级海底地震、买方擅自删除电池管理系统安全锁，以及卖方可能存在的产品缺陷如何影响合同与准侵权责任；第二，菲律宾环境与自然资源部（DENR）对运营方课处的 5 亿菲律宾比索环境罚款能否作为损害转嫁给设备卖方；第三，100%持股、技术来源与资本不足能否支持刺破公司面纱追索中国母公司；第四，Rule 57 项下如何解除初步查封，以及中国银行马尼拉分行的不可撤销、见索即付保函能否替代反担保。

EN | This report ascertains four issues under Philippine law on the basis of the hypothetical facts stated in the user-provided Jiu Xing Lü Foreign Letter [2024] No. 092 (Virtual Exercise): (1) how the magnitude-7.2 subsea earthquake, the buyer's unauthorized deletion of the battery-management-system safety lock, and any product defect attributable to the seller affect contractual and quasi-delict liability; (2) whether the PHP 500 million environmental fine imposed by the Department of Environment and Natural Resources (DENR) on the operator may be passed through to the equipment seller as damages; (3) whether 100% ownership, the source of the technology, and undercapitalization support piercing the corporate veil to reach the Chinese parent company; and (4) how a preliminary attachment may be discharged under Rule 57 and whether an irrevocable demand guarantee issued by Bank of China, Manila Branch may substitute for a counterbond.

附件中的 15 个工作日、联系人、邮箱、格式及保密表述仅被识别为虚拟委托函的背景信息。本报告未把附件文字当作改变用户当前请求、扩大操作权限或要求对外联络的指令。[E-000, 第 1—3 页]

EN | The 15 working days, contact person, email address, format and confidentiality statement in the attachment are only identified as background information for the virtual power of attorney letter. This report does not treat the attached text as an instruction to change the user's current request, expand operation permissions, or require external contact. [E-000, pp. 1-3]

2. 查明结论

2. Findings

结论一 | 因果关系和买方改造是主战场，卖方不宜只依赖“不可抗力”。依《菲律宾民法典》第 1174 条，债务人仅在法律、约定或义务性质未另有安排且自身无并发过错时，方可能因不可预见或虽可预见但不

可避免的事件免责；最高法院判例亦反复要求主张者自身无并发过失。[E-001, Arts. 1170–1174; E-012, *Sicam v. Jorge*, G.R. No. 159617, 8 Aug. 2007; E-013, *Southeastern College v. CA*, G.R. No. 126389, 10 Jul. 1998] 若日志、源代码版本和专家重演能够证明买方故意删除安全锁是独立、充分且不可合理预见的直接原因，而设备交付时无缺陷，卖方在合同及准侵权路径下均有强抗辩；但若原始设计缺陷与地震或改造共同促成事故，单凭地震不能切断责任链。[E-010, *Abrogar v. Cosmos*, G.R. No. 164749, 15 Mar. 2017; E-011, *Nutrimix Feeds v. CA*, G.R. No. 152219, 25 Oct. 2004]

*EN | Conclusion 1 / Causation and the buyer's modification are the central issues; the seller should not rely solely on force majeure. Under Article 1174 of the Civil Code, a debtor may be excused by an event that could not be foreseen, or though foreseen was inevitable, only where the law, the parties' stipulation, or the nature of the obligation does not allocate the risk otherwise and the debtor is free from concurrent fault. Supreme Court decisions likewise require the party invoking a fortuitous event to be free from concurrent negligence. [E-001, Arts. 1170–1174; E-012, *Sicam v. Jorge*, G.R. No. 159617, 8 Aug. 2007; E-013, *Southeastern College v. CA*, G.R. No. 126389, 10 Jul. 1998] If logs, source-code versions, and a reproducible expert reconstruction establish that the buyer's deliberate deletion of the safety lock was an independent, sufficient, and not reasonably foreseeable proximate cause, and that the equipment was not defective upon delivery, the seller has substantial defenses in both contract and quasi-delict. If, however, an original design defect combined with the earthquake or the modification to produce the loss, the earthquake alone will not sever the chain of causation. [E-010, *Abrogar v. Cosmos*, G.R. No. 164749, 15 Mar. 2017; E-011, *Nutrimix Feeds v. CA*, G.R. No. 152219, 25 Oct. 2004]*

结论二 | 隐藏瑕疵路径不可被“买方有错”一语概括。民法典第 1561、1566、1567 及 1569 条构成销售物隐藏瑕疵的特别规则；第 1569 条甚至预设标的物因偶然事件或买方过错灭失时的有限价款救济，但买方仍须证明瑕疵在交付时已经存在。第 1571 条规定前述十条项下请求自交付起六个月后阻却；*De Guzman v. Toyota Cubao* 将六个月期间适用于无明示保证的隐藏瑕疵请求，而明示保证可能转入第 1599 条及合同约定路径。[E-001, Arts. 1561, 1566–1571, 1599; E-014, *De Guzman v. Toyota Cubao*, G.R. No. 141480, 29 Nov. 2006] 因 2023 年 8 月交付、2024 年 3 月起诉的概述跨越约六至七个月，精确交付日、起诉日、保证条款与时效中止事实具有决定性。

EN | Conclusion 2 / A hidden-defect claim cannot be disposed of merely by saying that the buyer was at fault. Articles 1561, 1566, 1567, and 1569 of the Civil Code establish the special regime governing hidden defects in a thing sold. Article 1569 even contemplates limited price relief when the thing is lost through a fortuitous event or through the buyer's fault, although the buyer must still prove that the defect existed at the time of delivery. Article 1571 bars the actions arising under the preceding ten articles after six months from delivery. De Guzman v. Toyota Cubao applies that six-month period to a hidden-defect

claim unsupported by an express warranty, whereas an express-warranty claim may proceed under Article 1599 and the parties' contractual terms. [E-001, Arts. 1561, 1566-1571, 1599; E-014, De Guzman v. Toyota Cubao, G.R. No. 141480, 29 Nov. 2006] Because the summary places delivery in August 2023 and suit in March 2024, approximately six to seven months apart, the exact delivery date, filing date, warranty language, and any basis for tolling are outcome-determinative.

结论三 | 5 亿比索 DENR 罚款不存在“当然可转嫁”或“当然不得转嫁”的已发现控制性判例。《清洁水法》将行政罚款支付给国家的惩戒责任，与污染控制、清理费用及民事损害并列区分；民法典第 2199—2203 条又要求损失实际发生、得到证明，并与违约或侵权保持自然且相当的因果联系；合同责任还受缔约时可预见性限制。[E-004, secs. 16, 27-28; E-001, Arts. 2199-2203; E-019, *Malaluan v. COMELEC*, G.R. No. 120193, 6 Mar. 1996; E-020, *Orient Freight v. Keihin-Everett*, G.R. No. 191937, 9 Aug. 2017] 在已核验检索范围内，未发现菲律宾最高法院就“受罚运营方把 DENR 行政罚款作为后果性损害向设备供应商追偿”作出直接控制性裁判。因此，结果取决于 DENR 决定的法源、受罚主体和违法行为、罚款是否终局且已支付、合同赔偿条款，以及安全程序删除与污染之间的因果证据。若罚款源于买方自身故意改造或独立监管违规，转嫁请求在因果关系、减损义务与请求人自身过错方面风险很高。[E-001, Arts. 2179, 2203, 2214-2215]

*EN | Conclusion 3 / No controlling authority located establishes that the PHP 500 million DENR fine is necessarily recoverable, or necessarily irrecoverable, from the seller. The Clean Water Act distinguishes punitive administrative fines payable to the State from pollution-control and cleanup costs and from civil damages. Civil Code Articles 2199-2203 additionally require an actual and proven pecuniary loss bearing a natural and adequate causal relation to the breach or tort; contractual damages are further limited by foreseeability at the time of contracting. [E-004, secs. 16, 27-28; E-001, Arts. 2199-2203; E-019, *Malaluan v. COMELEC*, G.R. No. 120193, 6 Mar. 1996; E-020, *Orient Freight v. Keihin-Everett*, G.R. No. 191937, 9 Aug. 2017] Within the verified search scope, no Philippine Supreme Court decision directly controls a penalized operator's attempt to recover a DENR administrative fine from an equipment supplier as consequential damages. The result therefore turns on the legal basis of the DENR order, the penalized person and violation, finality and payment of the fine, the indemnity provisions, and proof linking deletion of the safety procedure to the pollution. If the fine arose from the buyer's deliberate modification or an independent regulatory violation, pass-through recovery faces substantial obstacles on causation, mitigation, and claimant-fault grounds. [E-001, Arts. 2179, 2203, 2214-2215]*

结论四 | 100%持股与资本薄弱只是证据因素，不足以自动刺破公司面纱。菲律宾最高法院适用控制、欺诈／不法与损害因果关系三项并存测试：需要针对被攻击交易证明母公司完全支配子公司的财务、政策和业务意志，利用该控制实施欺诈或违反积极法律义务，并且该控制直接造成损失。单纯多数乃至全部持股不

是完整控制的替代品。[E-015, *Roquel v. PNB*, G.R. No. 246270, 30 Jun. 2021; E-016, *Maricalum Mining v. Florentino*, G.R. Nos. 221813/222723, 23 Jul. 2018; E-017, *Saverio v. Puyat*, G.R. No. 186433, 27 Nov. 2013] “严重资本不足”可作为因素，但《修订公司法》第 12 条明定普通股份公司原则上无最低资本要求，故资本数额本身不能完成三项证明。[E-003, secs. 2, 12]

EN | Conclusion 4 / One-hundred-percent ownership and weak capitalization are evidentiary factors; they do not automatically justify piercing the corporate veil. Philippine Supreme Court decisions require all three elements of the alter-ego test: complete domination of the subsidiary's finances, policy, and business practice with respect to the challenged transaction; use of that control to commit fraud, perpetrate a wrong, or violate a positive legal duty; and a causal connection between the misuse of control and the claimant's loss. Majority or even total ownership does not substitute for proof of complete domination. [E-015, Roquel v. PNB, G.R. No. 246270, 30 Jun. 2021; E-016, Maricalum Mining v. Florentino, G.R. Nos. 221813/222723, 23 Jul. 2018; E-017, Saverio v. Puyat, G.R. No. 186433, 27 Nov. 2013] Gross undercapitalization may be relevant, but Section 12 of the Revised Corporation Code provides that an ordinary stock corporation generally has no minimum capital requirement. Capitalization alone therefore cannot establish the three elements. [E-003, secs. 2, 12]

结论五 | 见索即付银行保函不是 Rule 57 反担保。 Rule 57 第 12 条列明两种替代查封财产的方式：向法院存入现金，或向查封申请人提交由法院书记官存档的 counterbond。菲律宾最高法院在 *Coca-Cola Beverages Philippines, Inc. v. Pacific Sugar Holdings Corp.* 中明确判决，备用信用证虽可能实现类似经济功能，仍不能代替规则规定的 counterbond；允许规则以外工具构成严重裁量滥用。[E-007, Rule 57, sec. 12; E-008, *Coca-Cola*, G.R. No. 241333, 27 Jun. 2022, Phil. Reports pp. 928–932] 因此，中国银行马尼拉分行出具的不可撤销、见索即付保函若仅作为独立银行付款承诺，不能仅凭其信用质量充当第 12 条反担保。可行路径是现金存入、符合当地法院要求的保证公司 counterbond，或在第 13 条下直接主张查封不当、程序不规则、申请人担保不足或数额过高。[E-009, *Dumaran v. Llamedo*, G.R. No. 217583, 4 Aug. 2021, Phil. Reports pp. 597–600]

EN | Conclusion 5 / A demand bank guarantee is not a counterbond under Rule 57. Section 12 of Rule 57 recognizes two means of substituting security for attached property: a cash deposit with the court or a counterbond filed with the clerk of court for the attaching party. In Coca-Cola Beverages Philippines, Inc. v. Pacific Sugar Holdings Corp., the Supreme Court held that a standby letter of credit, although it may serve a similar economic function, cannot substitute for the counterbond prescribed by the Rule; permitting an instrument outside the Rule constituted grave abuse of discretion. [E-007, Rule 57, sec. 12; E-008, Coca-Cola, G.R. No. 241333, 27 Jun. 2022, Phil. Reports pp. 928-932] Accordingly, an irrevocable demand guarantee issued by Bank of China, Manila Branch, if it is only an independent bank payment

undertaking, cannot qualify as a Section 12 counterbond merely because of the bank's credit quality. The available routes are a cash deposit, a counterbond issued by a surety acceptable to the local court, or a direct Section 13 challenge based on improper or irregular attachment, insufficiency of the applicant's bond, or excessive amount. [E-009, Dumaran v. Llamedo, G.R. No. 217583, 4 Aug. 2021, Phil. Reports pp. 597-600]

3. 立即行动建议

3. Immediate Action Recommendations

1. 由菲律宾诉讼律师取得诉状、查封申请、支持宣誓书、查封令、执行回证、申请人担保及送达证明；

Rule 57 第 13 条攻击与第 12 条替代担保可并行评估。[E-007, Rule 57, secs. 3-7, 12-13]

EN | Philippine litigation counsel should obtain the complaint, application for attachment, supporting affidavit, writ of attachment, sheriff's return, applicant's bond, and proof of service. Counsel may evaluate a Section 13 challenge in parallel with substitute security under Section 12. [E-007, Rule 57, secs. 3-7, 12-13]

2. 不向法院提交“银行保函即 counterbond”的单一路径。先取得法院认可的保证公司文本与额度报价，并准备现金存入备选。[E-008, Coca-Cola, pp. 928-932]

EN | Do not present a bank guarantee as though it were itself a counterbond. First obtain the court-acceptable form and amount for a qualified surety counterbond, while preparing a cash-deposit alternative. [E-008, Coca-Cola, pp. 928-932]

3. 对三个反应堆、BMS 镜像、访问日志、补丁仓库、告警记录、采购合同和变更审批立即实施证据保全；对买方删除安全锁建立可重复的数字取证链和事故重演方案。[E-010, Abrogar; E-011, Nutrimix]

EN | Immediately preserve the three reactors, BMS images, access logs, patch repositories, alarm records, procurement contract, and change approvals. Establish a reproducible digital-forensics chain and accident-reconstruction protocol for the buyer's deletion of the safety lock. [E-010, Abrogar; E-011, Nutrimix]

4. 索取 DENR 决定全文、送达与上诉记录、罚款计算表、污染监测和清理账单；在这些文件缺失前，将“5 亿比索罚款”标为待核实，而非已证明损失。[E-004, secs. 16, 27-28; E-001, Art. 2199]

EN | Obtain the complete DENR order, service and appeal records, fine computation, pollution-monitoring data, and cleanup invoices. Until those materials are produced, treat the PHP 500 million fine as unverified rather than as a proven loss. [E-004, secs. 16, 27-28; E-001, Art. 2199]

5. 为子公司准备独立人格证据包：董事会记录、独立银行与账簿、雇员和场所、税务与保险、关联交易合同及定价、资本形成过程、售后决策链、事故后资产变动。[E-015; E-016; E-017]

EN | Prepare an evidence package supporting the subsidiary's separate juridical personality: board records, separate bank accounts and books, employees and premises, tax and insurance records, related-party contracts and pricing, capitalization history, after-sales decision-making records, and post-incident asset movements. [E-015; E-016; E-017]

二、已确认事实、合理假设与待确认事项

II. CONFIRMED FACTS, REASONABLE ASSUMPTIONS AND OPEN ITEMS

1. 已确认事实

1. Confirmed Facts

下列内容仅指委托附件中已经陈述的“演练事实”，不等于真实诉讼中已经证明的事实：[E-000，第 1—2 页]

EN | The following content only refers to the "exercise facts" stated in the entrustment attachment, and is not equivalent to the facts that have been proven in the real lawsuit: [E-000, pp. 1-2]

- 2023 年 5 月至 8 月，菲律宾买方与马尼拉卖方签订微型反应堆买卖合同并完成三台设备交付，用于巴拉望外海海底数据中心。

EN | From May to August 2023, the Philippine buyer signed a micro-reactor sales contract with the Manila seller and completed the delivery of three devices for use in a submarine data center off Palawan.

- 合同据称禁止攻击 BMS 安全锁，并约定买方擅自改造时卖方免责。

EN | The contract allegedly prohibits attacking the BMS safety lock, and stipulates that the seller is exempt from liability if the buyer makes unauthorized modifications.

- 2023 年 10 月，买方聘请无资质黑客删除压力锁定安全程序。

EN | In October 2023, the buyer hired an unqualified hacker to remove the pressure lock security program.

- 2023 年 12 月发生 7.2 级海底地震；设备继续超频并内爆，化学冷却液泄漏并污染珊瑚。

EN | A 7.2-magnitude submarine earthquake occurred in December 2023; equipment continued to overclock and implode, and chemical coolant leaked and contaminated corals.

- 2024 年 3 月后，DENR 据称对运营方课处 5 亿菲律宾比索罚款；买方向卖方提起返还价款、停机损失、罚款赔偿及刺破公司面纱之诉，并取得初步查封令。

EN | After March 2024, DENR allegedly imposed a PHP 500 million fine on the operator. The buyer sued the seller for restitution of the purchase price, downtime losses, recovery of the fine, and piercing the corporate veil, and obtained a writ of preliminary attachment.

- 卖方由位于北京的中国母公司 100%持股；底层技术由母公司制造。

EN | *The seller is 100% owned by a Chinese parent company in Beijing; the underlying technology is manufactured by the parent company.*

2. 合理假设

2. Reasonable Assumptions

- 本报告以马卡蒂 RTC 已经或可能取得对菲律宾卖方的人身管辖权为工作假设；对中国母公司的送达与管辖尚未核验。[E-023, *Raytheon v. Rouzie*, G.R. No. 162894, 26 Feb. 2008]

EN | *This report is based on the working assumption that Makati RTC has or may obtain personal jurisdiction over the Philippine seller; service and jurisdiction over the Chinese parent company have not yet been verified. [E-023, Raytheon v. Rouzie, G.R. No. 162894, 26 Feb. 2008]*

- 因合同未提供，暂按菲律宾实体法适用进行主分析；这是基于附件指定法域以及交付、运行、损害、监管与诉讼主要发生于菲律宾的工作假设，不是对真实合同准据法条款的确认。[E-022, *Saudi Arabian Airlines v. CA*, G.R. No. 122191, 8 Oct. 1998]

EN | *Since the contract is not provided, the main analysis is temporarily based on the application of Philippine substantive law; this is based on the working assumption that the jurisdiction specified in the attachment and delivery, operation, damage, supervision and litigation mainly occur in the Philippines, and is not a confirmation of the applicable law provisions of the actual contract. [E-022, Saudi Arabian Airlines v. CA, G.R. No. 122191, 8 Oct. 1998]*

- Rule 57 作为法院地程序法适用于马卡蒂 RTC 程序。[E-022；E-023]

EN | *Rule 57 applies to Makati RTC proceedings as the procedural law of the forum. [E-022;E-023]*

- “微型核反应堆”“量子折叠技术”及主体名称均按虚拟演练处理，不对其现实存在作背书。[E-000，第 1—3 页]

EN | *"Miniature nuclear reactor", "quantum folding technology" and the names of the subjects are treated as virtual exercises and do not endorse their actual existence. [E-000, pp. 1-3]*

3. 待确认事项

3. Open Items

编号	所需材料	对结论的影响
D-01	完整买卖合同、附件、选择法／法院、验收、保证、责任限制、赔偿与保险条款	决定合同责任、明示保证、时效、后果性损失与监管罚款分配

编号	所需材料	对结论的影响
D-02	每台设备准确交付、验收、故障通知和起诉日期	决定民法典第 1571 条六个月期限是否届满
D-03	BMS 源代码版本、哈希、访问日志、告警和改造记录	决定原始缺陷、买方故意改造、介入原因及因果比例
D-04	地震强度、海床加速度、设计基准与认证报告	决定地震是否真正不可预见／不可避免及设计余量
D-05	DENR 决定、违法法源、受罚主体、计算方法、终局性、付款与救济记录	决定 5 亿比索是否真实、是否已发生、可否被合同或侵权因果覆盖
D-06	诉状、宣誓书、查封令、申请人担保、执行回证及冻结账户明细	决定 Rule 57 第 12／13 条路径、金额及程序瑕疵
D-07	菲律宾子公司资本、保险、账簿、治理与关联交易资料	决定三项刺破测试中的完全控制、不法使用与损害因果
D-08	对中国母公司的传票、送达方式与日期	决定人身管辖、答辩期限与抗辩保留

EN | English table

No.	Materials required	impact on conclusions
D-01	Complete sales contract, attachments, choice of law/forum, acceptance, warranty, limitation of liability, indemnity and insurance provisions	Determining contractual liability, express warranties, statute of limitations, consequential losses and regulatory penalty allocations
D-02	Exact delivery, acceptance, defect-notice, and filing dates for each unit	Determines whether the six-month period under Civil Code Article 1571 has expired
D-03	BMS source code version, hash, access log, alarm and modification record	Determine the original defect, intentional modification by the buyer, intervening cause and the proportion of causation
D-04	Seismic intensity, seabed acceleration, design basis and certification reports	Determine whether the earthquake is truly unforeseeable/inevitable and design margins

No.	Materials required	impact on conclusions
D-05	DENR decision, legal source of violation, subject of punishment, calculation method, finality, payment and relief records	Determine whether the 500 million pesos is real, has occurred, and can be covered by contract or tort causation
D-06	Complaint, affidavit, writ of attachment, applicant's bond, sheriff's return and frozen account details	Determine the route, amount and procedural defects of Sections 12 and 13 of Rule 57
D-07	Philippine subsidiary' s capital, insurance, accounting, governance and related party transaction information	Determines complete domination, wrongful use of control, and causation under the three-pronged veil-piercing test
D-08	Summons to the Chinese parent company, method and date of service	Determining personal jurisdiction, deadlines to answer and reservation of defenses

4. 待查明法律问题

4. Legal Issues for Ascertainment

本报告据此形成七项待查明问题：事故因果与买方改造；隐藏瑕疵与保证期间；DENR 罚款的损害属性；公司面纱；Rule 57 解除路径；银行保函与 counterbond 的工具类别；菲律宾实体法的条件式适用。每项问题均在法律问题矩阵中分配 I-001 至 I-007 编号，并由命题—依据卡片连接到主要法源。[E-001；E-003；E-004；E-007；E-008；E-015；E-022]

EN | Based on this, this report forms seven issues to be investigated: the cause and effect of the accident and the buyer's modification; hidden defect and the warranty period; the damage attribute of DENR fines; the corporate veil; the path to discharge of attachment under Rule 57; the instrument categories of bank guarantees and counterbonds; and the conditional application of Philippine substantive law. Each issue is assigned an I-001 to I-007 number in the Legal Issues Matrix and is linked to the primary source of law by a proposition-basis card. [E-001;E-003;E-004;E-007;E-008;E-015;E-022]

三、时间线与适用时间

III. TIMELINE AND TEMPORAL SCOPE

时间	事件	适用法／程序意义
2023 年 5 月	据称签订买卖合同	检视当时有效合同法、明示保证、选择法与风险分配 [E-001]
2023 年 8 月	三台设备交付完成	可能触发第 1571 条六个月期限；准确日期待核 [E-001, Art. 1571]
2023 年 10 月	买方删除 BMS 压力安全程序	可能构成合同违反、受害人自身过错及独立介入行为 [E-001, Arts. 2179, 2214–2215]
2023 年 12 月	7.2 级海底地震与内爆泄漏	评估第 1174 条偶然事件、设计缺陷与事实因果 [E-001, Art. 1174]
2024 年 3 月起	DENR 罚款与民事诉讼	检视罚款法源、损失终局性、查封令及答辩期限 [E-004；E-007]
2026 年 8 月 23 日	本报告法源截止	截止日前未发现 Rule 57 第 12 条被后续规则改变；电子提交规则不改变反担保类别

EN | English table

time	event	Applicable law/procedural significance
May 2023	Purportedly signed sales contract	Examine the contract law, express warranty, choice of law and risk allocation in effect at the time [E-001]
August 2023	Three pieces of equipment were delivered	Article 1571 six-month period may be triggered; exact date to be verified [E-001, Art. 1571]
October 2023	Buyer removes BMS pressure safety procedures	It may constitute a breach of contract, the fault of the injured party and independent intervening cause [E-001, Arts. 2179, 2214–2215]
December 2023	7.2-magnitude submarine earthquake and implosion leak	Evaluation Article 1174 fortuitous event, design defects and factual causation [E-001, Art. 1174]

time	event	Applicable law/procedural significance
From March 2024	DENR fine and civil action	Review the legal basis of the fine, finality of losses, writs of attachment and deadlines to answer [E-004;E-007]
August 23, 2026	The legal source of this report is as of	No changes were found in Section 12 of Rule 57 by subsequent rules before the deadline; the electronic submission rules do not change the counterbond category

本报告关注 2023—2024 年争议发生时与 2026 年 8 月 23 日截止日之间的规则一致性。2019 年《民事诉讼规则修正案》自 2020 年 5 月 1 日起生效；其文本保留 Rule 57 并将普通答辩期调整为送达传票后 30 个日历日。外国私法人经法定政府官员送达时，答辩期为该实体收到传票后 60 个日历日；一次延期申请最多增加 30 个日历日。[PRO-001, A.M. No. 19-10-20-SC, Rule 11, secs. 1-2, 11]

EN | This report tests whether the applicable rules remained consistent from the time the dispute arose in 2023-2024 through the cutoff date of 23 August 2026. The 2019 Amendments to the Rules of Civil Procedure took effect on 1 May 2020. They retained Rule 57 and set the ordinary period to answer at 30 calendar days after service of summons. A foreign private juridical entity served through the prescribed government official has 60 calendar days from receipt of summons to file its answer; one motion for extension may add no more than 30 calendar days. [PRO-001, A.M. No. 19-10-20-SC, Rule 11, secs. 1-2, 11]

四、目标国家、法域与冲突法

IV. TARGET COUNTRY, JURISDICTION AND CONFLICT OF LAWS

1. 目标国家与子法域

1. Target Country and Sub-Jurisdiction

菲律宾属于单一制国家。民法典、公司法、环境法与最高法院制定的《法院规则》在全国层面适用；马卡蒂市本身不形成独立的合同、侵权或公司法子法域。马卡蒂 RTC 的分庭差异主要是个案管理和事实裁量，而非实体法来源。若污染地点位于具体自然保护区、原住民领地或地方特别管制海域，可能叠加特别法和地方规制，但附件没有提供地点坐标或保护区身份，故本报告不作肯定判断。[E-004, sec. 3]

EN | The Philippines is a unitary country. The Civil Code, Corporate Law, Environmental Law and the Rules of Court enacted by Supreme Court are applicable at the national level; Makati City itself does not form an

independent sub-jurisdiction of contract, tort or corporate law. The differences between the Makati RTC chambers are mainly case management and factual determination, rather than sources of substantive law. If the pollution site is located in a specific nature reserve, indigenous territory or local specially controlled sea area, special laws and local regulations may be superimposed. However, the attachment does not provide location coordinates or the identity of the protected area, so this report does not make a positive judgment. [E-004, sec. 3]

2. 准据法与冲突法

2. Governing Law and Conflict of Laws

程序法。 菲律宾最高法院采用法院地法处理程序问题；查封、反担保、送达和答辩期由菲律宾《法院规则》控制。[E-022, *Saudi Arabian Airlines v. CA*; E-023, *Raytheon v. Rouzie*]

EN | Procedural law. Philippine courts apply the lex fori to procedural matters. Attachment, counterbonds, service of process, and the period to answer are governed by the Philippine Rules of Court. [E-022, Saudi Arabian Airlines v. CA; E-023, Raytheon v. Rouzie]

实体法。 *Saudi Arabian Airlines v. CA* 以侵权地、行为地、当事人住所／营业地及关系中心等联系因素识别最具重要关系的法律；*Raytheon* 说明法院管辖权与准据法选择是不同问题。这里交付、使用、事故、污染、监管与法院均指向菲律宾，支持以菲律宾实体法作为初步主分析；但合同的明示选择法、仲裁／法院条款及中国母公司的非合同地位仍可能改变分支结论。[E-022; E-023]

EN | Substantive law. Saudi Arabian Airlines v. CA identifies the most important law based on contact factors such as the place of infringement, place of action, domicile/business place of the parties, and relationship center; Raytheon explains that court jurisdiction and the selection of applicable law are different issues. Here, delivery, use, accidents, pollution, supervision and courts all point to the Philippines, supporting the use of Philippine substantive law as the preliminary main analysis; however, the express choice of law of the contract, arbitration/court clauses and the non-contractual status of the Chinese parent company may still change the branch conclusion. [E-022;E-023]

3. 冲突法结论的限制

3. Limits of the Conflict-of-Laws Findings

未取得合同前，不能最终确认菲律宾法是否支配所有合同问题；本报告对菲律宾销售、义务与损害法的结论均带有这一前提。环境行政罚款的有效性与程序由作出决定的菲律宾机关法支配；Rule 57 则明确属于菲律宾程序法。[E-004; E-007]

EN | Before a contract is obtained, it cannot be conclusively confirmed whether Philippine law governs all contractual issues; the conclusions of this report on Philippine sales, obligations and damages law are

based on this premise. The validity and procedure of environmental administrative fines are governed by the Philippine agency law that makes the decision; Rule 57 clearly falls under Philippine procedural law.
[E-004;E-007]

五、检索方法、检索范围与法源位阶

V. RESEARCH METHOD, SCOPE AND HIERARCHY OF AUTHORITIES

1. 检索方法

1. Research Method

检索于 2026 年 8 月 23 日完成。使用菲律宾最高法院 E-Library、菲律宾最高法院官方网站、Lawphil 成文法与判例库，围绕以下英文词组及其组合检索：*fortuitous event, act of God, proximate cause, efficient intervening cause, product defect, hidden defects, buyer fault, administrative fine, consequential damages, DENR, pollution, piercing corporate veil, alter ego, undercapitalization, complete domination, counterbond, standby letter of credit, bank guarantee* 和 *Rule 57*。同时对已发现判例中的上引规则进行反向核验。

EN | The search was completed on August 23, 2026. Use Philippine Supreme Court E-Library, Philippine Supreme Court official website, Lawphil written law and case database, and search around the following English phrases and their combinations: fortuitous event, act of God, proximate cause, efficient intervening cause, product defect, hidden defects, buyer fault, administrative fine, consequential damages, DENR, pollution, piercing corporate veil, alter ego, undercapitalization, complete domination, counterbond, standby letter of credit, bank guarantee and Rule 57. At the same time, the reverse verification of the upward citation rules in the discovered cases is carried out.

2. 检索范围

2. Research Scope

范围包括：

EN | Scope includes:

- 《菲律宾民法典》（Republic Act No. 386）；

EN | Civil Code of the Philippines (Republic Act No. 386);

- 《菲律宾消费者法》（Republic Act No. 7394）；

EN | Philippine Consumer Law (Republic Act No. 7394);

- 《菲律宾清洁水法》（Republic Act No. 9275）；

EN | *Philippine Clean Water Act (Republic Act No. 9275);*

- 《油污损害赔偿法》（Republic Act No. 9483，仅作适用范围对照）；

EN | *"Oil Pollution Compensation Act" (Republic Act No. 9483, only for comparison of scope of application);*

- 《菲律宾修订公司法》（Republic Act No. 11232）；

EN | *"Revised Corporation Code of the Philippines" (Republic Act No. 11232);*

- 1997《法院规则》Rule 57 及 2019 年民事诉讼规则修正；

EN | *Rule 57 of the 1997 Rules of Court and the 2019 Amendment to the Civil Procedure Rules;*

- 菲律宾最高法院关于偶然事件、介入原因、产品缺陷、损害证明、公司面纱与初步查封的判例。

EN | *Philippine Supreme Court Jurisprudence on fortuitous event, intervening cause, product defects, proof of damage, corporate veil and preliminary attachment.*

3. 法源位阶与证据等级

3. Hierarchy of Authorities and Evidence Ratings

本报告采用以下法源位阶：宪法与国会制定法；最高法院制定的程序规则；菲律宾最高法院判决；行政规章与具体行政决定；最后才是解释性二级资料。核心结论均以成文法或最高法院判例为主要依据。Lawphil 下载件被用于留存可访问副本；在最高法院 E-Library 存在同一判例时，以最高法院版本为优先证据。

EN | *This report adopts the following legal source hierarchy: the Constitution and congressional statutes; the procedural rules enacted by Supreme Court; the Philippine Supreme Court judgment; administrative regulations and specific administrative decisions; and finally, explanatory secondary materials. The core conclusions are mainly based on statutory law or Supreme Court case law. Lawphil downloads are used to retain accessible copies; when the same case exists in the Supreme Court E-Library, the Supreme Court version is the priority evidence.*

证据状态定义如下：已核验为原始法源与关键命题均已核对；基本核验为主规则已核对但个案材料缺失；初步查明为检索支持方向但未发现直接控制性权威；证据不足为无法在现有材料上作可靠适用。

EN | *The evidence status is defined as follows: **Verified** means that the original legal source and key propositions have been verified; **Basic Verification** The main rules have been verified but case materials are missing; **Preliminary Identification** means the direction of search support but no direct controlling authority has been found; **Insufficient evidence** means that it cannot be reliably applied to the existing materials.*

六、法条与法案：成文法分析

VI. STATUTORY ANALYSIS

1. 民法典中的合同、销售与损害规则

1. Contract, Sale and Damages Rules under the Civil Code

义务与偶然事件。第 1159 条确认合同对双方具有法律拘束力；第 1170 条规定欺诈、过失、迟延或违反义务条款者负损害责任；第 1171 条使预先放弃未来欺诈之诉的约定无效；第 1174 条规定偶然事件免责的基本框架。[E-001, Arts. 1159, 1170–1174]

EN | *Obligation with fortuitous event.* Article 1159 confirms that the contract is legally binding on both parties; Article 1170 stipulates that those who commit fraud, negligence, delay or breach of obligation shall be liable for damages; Article 1171 invalidates the agreement to waive future fraud lawsuits in advance; Article 1174 provides the basic framework for fortuitous event's exemption from liability. [E-001, Arts. 1159, 1170–1174]

销售物隐藏瑕疵。第 1561 条要求瑕疵达到不适于预定用途或显著降低适用性的程度；第 1566 条原则上使卖方即使不知瑕疵仍负保证，但卖方不知且双方有相反约定时存在例外；第 1567 条提供解除或减价并附损害的选择；第 1568—1569 条处理因瑕疵、偶然事件或买方过错导致标的的灭失；第 1571 条规定六个月期间；第 1599 条规定明示保证被违反时买方的救济。[E-001, Arts. 1561, 1566–1571, 1599]

EN | *Sale item hidden defect.* Article 1561 requires that defects reach the level of being unsuitable for the intended use or significantly reducing the applicability; Article 1566 in principle allows the seller to still bear the warranty even if he is not aware of the defects, but there are exceptions when the seller is not aware of the defects and the parties have agreed to the contrary; Article 1567 provides for cancellation or price reduction and Options for incidental damages; Articles 1568-1569 deal with loss of the subject matter due to defect, fortuitous event or fault of the buyer; Article 1571 provides for a six-month period; Article 1599 provides for the buyer's remedies when an express warranty is breached. [E-001, Arts. 1561, 1566–1571, 1599]

准侵权与受害人过错。第 2176 条界定准侵权；第 2179 条区分请求人自身过错为直接近因时的完全阻却，与请求人仅属共同过失时的减额；第 2214、2215 条进一步授权法院因共同过失、违反合同条件或其他公平原因减少损害。[E-001, Arts. 2176, 2179, 2214–2215]

EN | *quasi-delict is at fault with the victim.* Article 2176 defines quasi-delict; Article 2179 distinguishes between complete obstruction when the petitioner's own fault is proximate cause and reduction when the petitioner is only jointly negligent; Articles 2214 and 2215 further authorize the court to reduce

damages due to contributory negligence, breach of contract conditions or other equitable reasons. [E-001, Arts. 2176, 2179, 2214–2215]

损害范围。 第 2199 条要求实际金钱损失得到证明；第 2200 条包括实际损失与可得利益；第 2201 条限制善意违约人的合同损害为自然、相当且缔约时已经或可合理预见的结果，恶意时扩大至可合理归因于不履行的损害；第 2202 条对准侵权采用自然和相当结果标准而不要求事先可预见；第 2203 条要求减轻损失。
[E-001, Arts. 2199–2203]

EN | Damage range. Article 2199 requires actual pecuniary losses to be proven; Article 2200 includes actual losses and available profits; Article 2201 limits the contract damages of a good faith breacher to natural, considerable, and already or reasonably foreseeable results at the time of conclusion of the contract, and extends to damages that can be reasonably attributed to non-performance in bad faith; Article 2202 adopts the standard of natural and considerable results for quasi-delict without requiring prior foreseeability; Article 2203 requires the mitigation of losses. [E-001, Arts. 2199–2203]

2. 消费者法的适用边界

2. Limits of the Consumer Act

Republic Act No. 7394 第 4 条将 “consumer” 限定为自然人，并将消费产品／服务限定为主要供个人、家庭、家居或农业用途的商品、服务与信用。本案买方为商业联合体，反应堆服务于海底数据中心，原则上不符合这一主体与用途结构；第 97 条的无过错缺陷产品责任因而很可能不适用。[E-002, Art. 4] 若真实购买主体、最终用途或法律关系另有事实，第 97 条仍需重新评估；该条允许制造商以未投放产品、无缺陷或消费者／第三人单独过错作为抗辩。[E-002, Art. 97]

EN | Article 4 of Republic Act No. 7394 limits “consumer” to natural persons and consumer products/services to goods, services and credits primarily for personal, family, household or agricultural purposes. The buyer in this case is a commercial consortium, and the reactor serves an undersea data center. In principle, it does not conform to this subject and purpose structure; therefore, the no-fault defective product liability in Article 97 is likely to not apply. [E-002, Art. 4] If there are other facts about the real purchaser, end use or legal relationship, Article 97 still needs to be re-evaluated; this article allows the manufacturer to defend the product by claiming that the product was not released, that it is not defective, or that the consumer/third party is solely at fault. [E-002, Art. 97]

3. 清洁水法中的罚款与清理责任

3. Penalties and Cleanup Liability under the Clean Water Act

Republic Act No. 9275 覆盖淡水、咸水与海洋水体；第 16 条以污染者负担为基础分配控制、清除和清理费用；第 27 条列举禁止行为；第 28 条授权主管机关按日课处行政罚款，并把行政罚款、清理、刑事与民事责任分开处理。[E-004, secs. 3, 16, 27–28]

EN | Republic Act No. 9275 covers freshwater, saltwater and marine water bodies; Article 16 allocates control, removal and cleanup costs based on the burden of the polluter; Article 27 enumerates prohibited acts; Article 28 authorizes the competent authority to impose administrative fines on a daily basis and separate administrative fines, cleanup, criminal and civil liability. [E-004, secs. 3, 16, 27–28]

附件没有说明 5 亿比索金额由哪一条款、每日违法天数、加重机制或特别保护区法计算。以第 28 条的日罚结构看，大额累计并非抽象上不可能，但在 DENR 决定和计算表缺失时不能确认金额、受罚主体或终局性。[E-004, sec. 28]

EN | The annex does not specify which provision, daily violation days, aggravation mechanism or special protected area law is used to calculate the P500 million amount. Judging from the daily penalty structure of Article 28, the accumulation of large amounts is not abstractly impossible, but in the absence of DENR decisions and calculation tables, the amount, the subject of the penalty, or the finality cannot be confirmed. [E-004, sec. 28]

Republic Act No. 9483 针对船舶油污，明确列出清理、经济与环境损害，但本案所称化学冷却液和固定海底设施未显示落入其船舶油污范围，故只用于说明菲律宾立法会区分污染损害、清理费用与罚款，不作为本案直接责任法源。[E-005, secs. 3–4]

EN | Republic Act No. 9483 clearly lists clean-up, economic and environmental damage for oil pollution from ships. However, the chemical coolants and fixed seabed facilities mentioned in this case are not shown to fall into the scope of oil pollution from ships. Therefore, it is only used to illustrate the distinction between pollution damage, clean-up costs and fines by the Philippine Legislative Assembly, and is not used as the source of direct liability in this case. [E-005, secs. 3–4]

4. 修订公司法

4. Revised Corporation Code

Republic Act No. 11232 第 2 条确认公司为依法创设、具有独立权能与连续性的法人；第 12 条规定普通股份公司除特别法另有规定外，不要求最低资本。法律并未把 100%持股或低资本直接等同于母公司责任；刺破公司面纱主要由最高法院判例所发展的滥用法人格标准控制。[E-003, secs. 2, 12]

EN | Article 2 of Republic Act No. 11232 confirms that a company is a legal person created in accordance with the law, with independent powers and continuity; Article 12 stipulates that ordinary joint-stock companies do not require minimum capital unless otherwise provided by special laws. The law does not directly equate 100% shareholding or low capitalization with parent company liability; piercing the corporate veil is primarily governed by the abuse of legal personality standard developed by the Supreme Court case. [E-003, secs. 2, 12]

5. Rule 57 初步查封

5. Preliminary Attachment under Rule 57

Rule 57 第 12 条允许被查封方在执行后申请全部或部分解除：向法院存入现金，或提交以申请人为权利人的 counterbond，数额原则上等于查封令所定数额；如仅解除特定财产，则以法院确定的该财产价值为基础。现金或担保取代被查封财产，若担保不足，法院可要求补足或重新查封。[E-007, Rule 57, sec. 12]

EN | Section 12 of Rule 57 permits the party whose property has been attached to seek discharge in whole or in part after enforcement by depositing cash with the court or filing a counterbond in favor of the attaching party. For a complete discharge, the amount ordinarily equals the amount fixed in the writ; for the release of specified property, it is based on the value determined by the court. The cash deposit or counterbond substitutes for the attached property. If the security later becomes insufficient, the court may require additional security or order a new attachment. [E-007, Rule 57, sec. 12]

第 13 条提供独立路径：查封的签发或执行不当／不规则、申请人担保不足，或查封过度时，经通知和听证后解除全部或超额部分。[E-007, Rule 57, sec. 13]

EN | Section 13 provides an independent route: upon notice and hearing, the court may discharge the attachment in whole or in excess where the writ was improperly or irregularly issued or enforced, the applicant's bond is insufficient, or the attachment is excessive. [E-007, Rule 57, sec. 13]

七、判例分析

VII. CASE ANALYSIS

1. 偶然事件、近因与介入原因

1. Fortuitous Events, Proximate Cause and Intervening Cause

Sicam v. Jorge。典当行以抢劫为偶然事件抗辩。最高法院指出，主张偶然事件不仅需证明事件不可预见或不可避免，还需证明债务人未参与、未加剧损害；人类过失与自然／外来事件并存时，事件会被“人化”而失去完整免责效果。该案支持对卖方原始设计、警告和故障保护是否存在并发过失进行独立审查。[E-012, G.R. No. 159617, 8 Aug. 2007]

EN | *Sicam v. Jorge*. The pawn shop pleads fortuitous event to robbery. Supreme Court pointed out that the claim that fortuitous event not only needs to prove that the event was unforeseen or unavoidable, but also needs to prove that the debtor did not participate and did not exacerbate the damage; when human negligence coexists with natural/external events, the event will be "humanized" and lose the complete immunity effect. The case supports an independent review of the seller's original design, warnings and failsafes for concurrent negligence. [E-012, G.R. No. 159617, 8 Aug. 2007]

Southeastern College v. CA。台风掀落屋顶造成邻损，法院在无充分建筑过失证据时承认台风可成为直接近因。该案说明偶然事件抗辩仍取决于具体过失证据，而非灾害标签。[E-013, G.R. No. 126389, 10 Jul. 1998]

EN | *Southeastern College v. CA*. The typhoon blew off the roof and caused damage to the neighbors. The court admitted that the typhoon could become proximate cause without sufficient evidence of construction negligence. This case illustrates that the fortuitous event defense still depends on specific evidence of negligence rather than disaster labeling. [E-013, G.R. No. 126389, 10 Jul. 1998]

Abrogar v. Cosmos。最高法院要求有效介入原因具有独立、充分且不可合理预见的性质；若后来行为本身可预见，原过失与损害之间的链条不当然中断。对本案而言，买方故意雇用黑客删除压力锁可能比普通误操作更接近独立介入原因，但还需证明设备交付时无缺陷、卖方未保持远程控制、卖方也没有合理预见并容忍该改造。[E-010, G.R. No. 164749, 15 Mar. 2017]

EN | *Abrogar v. Cosmos*. Supreme Court requires that efficient intervening cause be independent, sufficient and not reasonably foreseeable; if the subsequent act itself is foreseeable, the chain between the original fault and the damage will not be interrupted. For this case, the buyer's deliberate hiring of a hacker to delete the pressure lock may be closer to an independent intervening cause than ordinary misuse, but it must also be proven that the equipment was delivered without defects, that the seller did not maintain remote control, and that the seller did not reasonably foresee and tolerate the modification. [E-010, G.R. No. 164749, 15 Mar. 2017]

Nutrimix Feeds v. CA。产品责任请求需证明损害、产品缺陷或不合理危险，以及缺陷在产品离开卖方/制造商时已经存在；仅凭使用产品后发生损害不足以跨越因果证明。该案直接支持对三台设备进行逐台故障树和交付状态证明。[E-011, G.R. No. 152219, 25 Oct. 2004]

EN | *Nutrimix Feeds v. CA*. A product liability claim requires proof of damage, product defect or unreasonable danger, and that the defect existed when the product left the seller/manufacture; the mere fact that damage occurred after using the product is not sufficient to prove causation. This case directly supports the unit-by-unit fault tree and delivery status certification of three pieces of equipment. [E-011, G.R. No. 152219, 25 Oct. 2004]

De Guzman v. Toyota Cubao. 在没有明示保证的情况下，最高法院将实质基于隐藏瑕疵的请求置于民法典第 1571 条六个月期间；法院同时区分第 1599 条下明示保证救济。本案超过六个月的风险明显，但不能在未读合同和确认日期前宣告时效结论。[E-014, G.R. No. 141480, 29 Nov. 2006]

EN | De Guzman v. Toyota Cubao. In the absence of an express guarantee, Supreme Court placed the request essentially based on hidden defect within a six-month period under Article 1571 of the Civil Code; the court also distinguished the express guarantee relief under Article 1599. The risk in this case of more than six months is obvious, but the conclusion of limitation cannot be declared before the contract has been read and the date of confirmation has not been read. [E-014, G.R. No. 141480, 29 Nov. 2006]

2. 实际损失与后果性损害

2. Actual and Consequential Damages

Malaluan v. COMELEC. 最高法院以民法典第 2201、2202 条说明，实际／补偿性损害必须连接到合同、准合同、侵权或犯罪等可识别的违法基础；没有可归责的错误行为，损失可能是无可诉侵害的损害。该规则要求买方先证明卖方违约或侵权及其与罚款之间的近因。[E-019, G.R. No. 120193, 6 Mar. 1996]

EN | Malaluan v. COMELEC. Supreme Court explains with Articles 2201 and 2202 of the Civil Code that actual/compensatory damages must be connected to an identifiable illegal basis such as contract, quasi-contract, tort or crime; there is no attributable wrongful act, and the loss may be an unactionable infringement. The rule requires the buyer to first prove the seller's breach or infringement and its proximate cause to the penalty. [E-019, G.R. No. 120193, 6 Mar. 1996]

Orient Freight v. Keihin-Everett. 承运分包方隐瞒劫货事实导致委托人失去客户合同，法院在合同履行中的过失路径上承认经证据证明的利润损失，并区分合同义务与独立准侵权。该案说明后果性损害并非类别上排除，但法源、义务、因果和金额均需证明。[E-020, G.R. No. 191937, 9 Aug. 2017]

EN | Orient Freight v. Keihin-Everett. The carrier subcontractor concealed the fact of cargo robbery, causing the client to lose the customer contract. The court recognized the loss of profits proved by evidence through the fault path in contract performance, and distinguished between contractual obligations and independent quasi-delict. This case shows that consequential damages is not excluded by category, but the legal source, obligation, causation and amount all need to be proven. [E-020, G.R. No. 191937, 9 Aug. 2017]

Ong v. Bognalbal. 法院援引第 2215 条，在请求人违反合同或双方都有违反时减轻损害。它支持把买方删除安全程序作为损害减额或阻却的重要事实，但不取代对卖方原始缺陷的判断。[E-021, G.R. No. 149140, 12 Sep. 2006]

EN | *Ong v. Bognalbal*. The court invoked Article 2215 to mitigate damages when the petitioner breaches the contract or when both parties breach the contract. It supports the removal of safety procedures by the buyer as an important fact in reducing or preventing damages, but does not replace the judgment of the seller's original defect. [E-021, G.R. No. 149140, 12 Sep. 2006]

关于行政罚款，已检索的菲律宾判例常把“向监管机关支付的行政罚款”与“向私人支付的补偿性损害”分别列示，但未发现设备买卖语境中允许或禁止受罚者把 DENR 罚款转嫁给供应商的直接最高法院判例。该负面检索结果的状态为“初步查明”，不能被表述为法律明文禁止。

EN | *Regarding administrative fines, the Philippine cases that have been searched often list "administrative fines paid to regulatory authorities" and "compensatory damages paid to private individuals" separately, but no direct case has been found that allows or prohibits the punished person from passing on DENR fines to suppliers in the context of equipment sales. The status of this negative search result is "preliminary investigation" and cannot be expressed as expressly prohibited by law.*

3. 刺破公司面纱

3. Piercing the Corporate Veil

Roquel v. PNB。最高法院以三项测试处理 alter ego：并非多数或完整股权控制，而是对被攻击交易的财务、政策和业务实践达到完全支配；控制被用于欺诈、不法、违反法定义务或不诚实行为；控制及义务违反近因性地造成损害。判例列举 100%持股、共同董事、母公司融资、资本不足、业务排他、资产混同等指标，但没有单一指标自动决定结果。[E-015, G.R. No. 246270, 30 Jun. 2021]

EN | *Roquel v. PNB*. Supreme Court deals with alter ego with three tests: not majority or complete equity control, but complete control over the finances, policies and business practices of the transaction being attacked; control used for fraud, illegality, breach of legal obligations or dishonesty; breach of control and obligations proximately causing damage. Jurisprudence lists indicators such as 100% shareholding, joint directors, parent company financing, insufficient capital, business exclusivity, and mixed assets, but no single indicator automatically determines the outcome. [E-015, G.R. No. 246270, 30 Jun. 2021]

Maricalum Mining v. Florentino。判例再次要求控制、不法使用与损害因果三项并存，并聚焦母公司是否利用子公司逃避既有义务或实施欺诈。它对“母公司制造底层技术”这一事实的意义是：该事实可显示技术依赖，却不直接证明卖方在具体合同、价格、保证或改造决策上没有独立意志。[E-016, G.R. Nos. 221813/222723, 23 Jul. 2018]

EN | *Maricalum Mining v. Florentino*. The jurisprudence once again requires the coexistence of control, unlawful use and damage causation, and focuses on whether the parent company uses its subsidiary to evade existing obligations or commit fraud. Its significance to the fact that "the parent company

manufactures the underlying technology" is that this fact can show technological dependence but does not directly prove that the seller has no independent will in specific contract, price, warranty or modification decisions. [E-016, G.R. Nos. 221813/222723, 23 Jul. 2018]

Saverio v. Puyat 与 PNB v. Ritratto Group。两案均把公司独立人格作为起点，并要求清楚证明法人格被用于不法目的；单纯持股、共同律师或关联关系不够。[E-017, G.R. No. 186433, 27 Nov. 2013；E-018, G.R. No. 142616, 31 Jul. 2001]

EN | Saverio v. Puyat and PNB v. Ritratto Group. Both cases took the company separate juridical personality as the starting point and required clear proof that the legal personality was used for illegal purposes; simple shareholding, joint lawyers or related relationships were not enough. [E-017, G.R. No. 186433, 27 Nov. 2013; E-018, G.R. No. 142616, 31 Jul. 2001]

4. 解除初步查封

4. Discharge of Preliminary Attachment

Coca-Cola v. Pacific Sugar。RTC 允许被查封方以备用信用证替代 counterbond。最高法院指出，Rule 57 第 12 条没有列入备用信用证，经济功能相似不能代替规则规定的法律工具；该替代构成严重裁量滥用。此案对见索即付银行保函具有高度直接性，因为二者都是银行独立付款承诺，而非规则所称由法院书记官存档、对查封申请人负责的 counterbond。[E-008, G.R. No. 241333, 27 Jun. 2022, pp. 928-932]

EN | Coca-Cola v. Pacific Sugar. The Regional Trial Court permitted the party whose property had been attached to substitute a standby letter of credit for a counterbond. The Supreme Court held that Section 12 of Rule 57 does not include a standby letter of credit and that functional economic similarity cannot replace the instrument prescribed by the Rule; allowing the substitution constituted grave abuse of discretion. The holding is closely analogous to a demand bank guarantee because both are independent bank payment undertakings, not a counterbond filed with the clerk of court in favor of the attaching party as the Rule requires. [E-008, G.R. No. 241333, 27 Jun. 2022, pp. 928-932]

Dumaran v. Llamedo。最高法院区分两条解除路径：第 12 条以现金或 counterbond 替换被查封财产；第 13 条主张查封不当、不规则、申请人担保不足或过度。若法院已经认定签发不当，不要求被查封方仍先交反担保。[E-009, G.R. No. 217583, 4 Aug. 2021, pp. 597-600]

EN | Dumaran v. Llamedo. The Supreme Court distinguished two routes to discharge: Section 12 substitutes cash or a counterbond for the attached property, whereas Section 13 challenges an attachment as improper or irregular, supported by an insufficient applicant's bond, or excessive. Once the court finds that the writ was improperly issued, the party whose property was attached need not first post a counterbond. [E-009, G.R. No. 217583, 4 Aug. 2021, pp. 597-600]

Security Bank v. Great Wall。 Rule 57 第 1(d)项所称欺诈可发生于合同订立或履行，但申请人需陈述并证明足够具体的欺诈事实；普通拒付或不能付款本身不是当然欺诈。[E-024, G.R. No. 219345, 30 Jan. 2017]

EN | *Security Bank v. Great Wall.* The fraud referred to in Item 1(d) of Rule 57 can occur in the conclusion or performance of a contract, but petitioner needs to state and prove sufficiently specific facts of fraud; ordinary non-payment or failure to pay itself is not fraud of course. [E-024, G.R. No. 219345, 30 Jan. 2017]

Insular Savings Bank v. CA。 依现行第 12 条，全部解除的 counterbond 原则上以查封令确定金额为基准，法院对担保形式与充分性保有审查权。[E-025, G.R. No. 123638, 15 Jun. 2005]

EN | *Insular Savings Bank v. CA.* Under the current Section 12, a counterbond for complete discharge is ordinarily based on the amount fixed in the writ of attachment, subject to the court's review of the form and sufficiency of the security. [E-025, G.R. No. 123638, 15 Jun. 2005]

八、实体内容分析与事实适用

VIII. SUBSTANTIVE ANALYSIS AND APPLICATION TO THE FACTS

争点一：地震、买方重大过错与卖方责任

Issue 1: Earthquake, Material Buyer Fault and Seller Liability

1. 法律规则对事实的适用

1. Application of the Rules to the Facts

卖方最佳主张不是把买方行为包装成“不可抗力”，而是构建两条分立链条：其一，地震是否符合第 1174 条且卖方无并发过失；其二，买方故意删除安全锁是否构成唯一近因或有效介入原因。[E-001, Art. 1174; E-010; E-012]

EN | The seller's best argument is not to package the buyer's behavior as "force majeure", but to construct two separate chains: first, whether the earthquake complies with Article 1174 and the seller has no concurrent negligence; second, whether the buyer's intentional deletion of the safety lock constitutes the sole proximate cause or efficient intervening cause. [E-001, Art. 1174; E-010; E-012]

如果安全锁在交付时可用，买方后续通过无资质黑客删除关键程序，且没有卖方远程指令、原始设计漏洞或维护失误介入，则该行为很可能被认定为独立、充分且异常的原因；第 2179 条亦支持在请求人自身过失是直接近因时阻却准侵权赔偿。[E-001, Art. 2179; E-010]

EN | *If the security lock is available at the time of delivery, and the buyer subsequently deletes key programs through unqualified hackers, and there is no intervention by the seller's remote instructions, original design loopholes or maintenance errors, this behavior is likely to be determined as an independent, sufficient and abnormal cause; Article 2179 also supports the blocking of quasi-delict compensation when the petitioner's own fault is proximate cause. [E-001, Art. 2179;E-010]*

但合同免责条款不应被解释为排除卖方已知瑕疵、未来欺诈或公共政策责任。民法典第 1171、1306 条限制合同自治；第 1566 条对卖方不知瑕疵且有相反约定提供空间，却不保护已知而隐瞒的瑕疵。[E-001, Arts. 1171, 1306, 1566]

EN | *However, contractual disclaimers shall not be construed to exclude the seller's liability for known defects, future fraud, or public policy. Articles 1171 and 1306 of the Civil Code restrict contract autonomy; Article 1566 provides room for the seller to be unaware of the defects and has a contrary agreement, but does not protect defects that are known but concealed. [E-001, Arts. 1171, 1306, 1566]*

2. 可能结果

2. Potential Outcomes

- 情形 A：无交付时缺陷+买方删除为唯一近因。卖方抗辩强，退款、停机损失及罚款转嫁均会在责任基础和因果关系上受挫。[E-011; E-010]

EN | *Scenario A: No defects upon delivery + buyer's deletion as the only proximate cause. The seller has a strong defense, and refunds, downtime losses and penalty transfers will all be frustrated on the basis of liability and causation. [E-011;E-010]*

- 情形 B：原始设计缺陷与买方改造共同作用。法院可能依第 2179、2214、2215 条减额，而非完全免除一方。[E-001]

EN | *Scenario B: A combination of original design flaws and buyer's modifications. The court may reduce the amount in accordance with Articles 2179, 2214, and 2215 rather than completely exempt a party. [E-001]*

- 情形 C：交付时有严重隐藏瑕疵。买方可尝试第 1567 或 1569 条路径，但需跨越第 1571 条期间和交付时缺陷证明。[E-001; E-014]

EN | *Case C: Delivered with severe hidden defect. Buyer may attempt route 1567 or 1569, subject to proof of defect across the period of clause 1571 and upon delivery. [E-001;E-014]*

- 情形 D：存在覆盖事故的明示性能保证。需按保证文本和第 1599 条分析，不宜机械套用第 1571 条。[E-001, Art. 1599; E-014]

EN | *Case D: There is an express performance warranty covering the accident. It needs to be analyzed based on the guarantee text and Article 1599. It is not appropriate to mechanically apply Article 1571. [E-001, Art. 1599;E-014]*

3. 证据重点

3. Evidentiary Priorities

应建立每台设备的“交付基线—改造时间—事故状态”三段式证据：出厂验收、固件哈希和数字签名；买方访问凭证、命令日志、代码差异与黑客合同；地震输入、压力阈值、告警和应急停机重演。没有这些材料，因果意见只能保持条件式。[E-010; E-011]

EN | *A three-stage evidence of "delivery baseline - modification time - accident status" for each device should be established: factory acceptance, firmware hash and digital signature; buyer access credentials, command logs, code differences and hacker contracts; seismic input, pressure thresholds, alarms and emergency shutdown replays. Without these materials, causal opinions can only remain conditional. [E-010;E-011]*

争点二：DENR 罚款能否作为损害追偿

Issue 2: Recoverability of the DENR Fine as Damages

1. 分类

1. Classification

应先把请求拆成四类：设备价款或修复成本；业务停机损失；污染控制与清理费用；行政罚款。前两类受销售和合同损害规则支配，第三类受清洁水法与民法损害规则共同影响，第四类是国家针对法定违法者课处的惩戒性支付。[E-001, Arts. 2199–2202; E-004, secs. 16, 28]

EN | *The request should be broken down into four categories first: equipment price or repair costs; business downtime losses; pollution control and cleanup costs; and administrative fines. The first two categories are governed by sales and contract damage rules, the third category is affected by a combination of Clean Water Act and civil code damage rules, and the fourth category is punitive payments imposed by the state against statutory violators. [E-001, Arts. 2199–2202;E-004, secs. 16, 28]*

2. 追偿门槛

2. Threshold for Recovery

买方若主张 5 亿比索，至少需证明：其为决定所列受罚或实际付款主体；决定已经生效或形成可确定债务；卖方存在可诉违约／侵权；罚款与该违法之间由卖方行为近因性造成；合同路径下罚款在缔约时属于自

然且可合理预见的后果；合同未有效排除该类后果性损害，或有明确监管赔偿条款。[E-001, Arts. 2199–2203; E-019; E-020]

EN | If the buyer claims 500 million pesos, it must at least prove that: it is the subject of the penalty listed in the decision or the actual payment party; the decision has taken effect or a determinable debt has been formed; the seller has an actionable breach of contract/infringement; the proximate cause of the fine and the violation is caused by the seller's behavior; the fine under the contract path is a natural and reasonably foreseeable consequence at the time of conclusion of the contract; the contract does not effectively exclude this type of consequential damages, or has a clear regulatory compensation clause. [E-001, Arts. 2199–2203; E-019; E-020]

3. 买方自身违法的影响

3. Effect of the Buyer's Own Violation

若 DENR 罚款的违法事实包括擅自破坏安全系统、无证操作、迟延报告、拒绝清理或其他独立监管违反，则第 2179、2203、2214、2215 条会显著削弱追偿。即使设备存在某项缺陷，罚款中由买方可避免行为造成的部分仍需拆分。[E-001]

EN | Articles 2179, 2203, 2214, and 2215 will significantly weaken the recovery if the illegal facts of the DENR fine include unauthorized destruction of security systems, unlicensed operation, delayed reporting, refusal to clean up, or other independent regulatory violations. Even if the equipment contains a certain defect, the portion of the fine resulting from the buyer's avoidable conduct must still be split. [E-001]

4. 结论强度

4. Strength of Conclusion

本项结论为“初步查明／证据不足”：没有 DENR 决定与合同，不能确认可追偿性；没有发现直接控制性最高法院判例，不能主张类别性绝对禁止。卖方现阶段可强有力地反对“罚款金额＝当然实际损害”，并要求对法源、终局性、付款、因果与可预见性逐项举证。[E-004, sec. 28; E-001, Arts. 2199–2203]

EN | This conclusion is "preliminary investigation/insufficient evidence": there is no DENR decision and contract, and recoverability cannot be confirmed; no direct controlling Supreme Court case has been found, and category absolute prohibition cannot be claimed. At this stage, the seller can strongly object to "amount of fine = of course actual damages" and require evidence on the source of law, finality, payment, causation and foreseeability one by one. [E-004, sec. 28; E-001, Arts. 2199–2203]

争点三：刺破公司面纱与母公司责任

Issue 3: Piercing the Corporate Veil and Parent-Company Liability

1. 三项测试

1. Three-Pronged Test

原告需证明针对本次交易的完全支配、利用支配实施欺诈或不法、以及该控制直接造成损害；三项缺一不可均不满足 alter ego 路径。[E-015; E-016]

EN | plaintiff needs to prove complete control over this transaction, use of control to commit fraud or illegality, and direct damage caused by this control; the lack of any one of the three does not satisfy the alter ego path. [E-015;E-016]

2. 已知事实的证明力

2. Probative Value of Known Facts

100%持股是“控制可能性”指标，不是完全支配的证明。底层技术由母公司制造可支持技术依赖或另行直接产品责任的调查，但后者与刺破公司面纱在诉因、举证和送达上不同。低资本可作为因素，却需结合业务规模、保险、债务结构、设立时目的和事故后资产转移；第 12 条又表明普通股份公司并无一般最低资本门槛。[E-003, sec. 12; E-015; E-016]

EN | 100% shareholding is an indicator of "possibility of control", not proof of complete dominance. The underlying technology is manufactured by the parent company, which can support the investigation of technical dependence or direct product liability, but the latter is different from cause of action in terms of cause of action, proof and delivery. Low capital can be used as a factor, but it needs to be combined with business scale, insurance, debt structure, purpose of establishment and transfer of assets after an accident; Article 12 also indicates that there is no general minimum capital threshold for ordinary joint-stock companies. [E-003, sec. 12;E-015;E-016]

3. 防御证据

3. Defense Evidence

建议按被攻击交易整理独立董事会审批、独立账户账簿与税务、人员和经营场所、关联技术／供应／服务协议及公平定价、独立售后和改造决策、保险与资本预算、无资产混同和无事故后抽逃。证据需要解释“为什么资本和保险与计划业务相匹配”，不能只提交形式文件。[E-015; E-016; E-017]

EN | It is recommended to sort out independent board approval, independent accounting and taxation, personnel and business premises, related technology/supply/service agreements and fair pricing, independent after-sales and renovation decisions, insurance and capital budgeting, no commingling of assets and no post-incident withdrawals by attack transaction. The evidence needs to explain "why the

capital and insurance match the planned business" and cannot just submit formal documents.

[E-015;E-016;E-017]

4. 风险触发点

4. Risk Triggers

若发现母公司直接决定合同关键条款并绕过子公司董事会、代收价款、共用账户、承担全部成本而子公司无真实人员、明知高风险却维持空壳资本、事故后抽走资产或利用子公司逃避既有环境义务，刺破风险会实质上升。[E-015; E-016; E-018]

EN | If it is found that the parent company directly determines key terms of the contract and bypasses the subsidiary's board of directors, collects payments, shares accounts, bears all costs without real personnel in the subsidiary, maintains shell capital despite knowing the high risks, drains assets after an accident, or uses the subsidiary to evade existing environmental obligations, the risk of puncture will materially increase. [E-015;E-016;E-018]

争点四：解除 Rule 57 初步查封

Issue 4: Discharge of Preliminary Attachment under Rule 57

1. 第 12 条替代担保路径

1. Substitute Security under Section 12

全部解除时，准备与查封令金额相等的现金存入或 counterbond；特定财产解除时，请求法院确定财产价值。担保形式与保证人资格需由马卡蒂 RTC 审查。[E-007, Rule 57, sec. 12; E-025]

EN | When all is released, prepare a cash deposit or counterbond equal to the amount of the writ of attachment; when specific property is released, request the court to determine the value of the property. The form of guarantee and qualification of the guarantor shall be reviewed by Makati RTC. [E-007, Rule 57, sec. 12;E-025]

2. 第 13 条瑕疵攻击路径

2. Defect-Based Challenge under Section 13

审查查封宣誓书是否具体指明 Rule 57 第 1 条法定事由，特别是欺诈发生于订约或履行的具体事实；审查申请人担保、查封金额、执行范围、通知与回证。普通债务争议、拒付或损失主张不能自动推导欺诈。[E-007, Rule 57, secs. 1, 3-7, 13; E-024]

EN | Examine whether the affidavit supporting attachment specifically specifies the legal reasons in Article 1 of Rule 57, especially the specific fact that the fraud occurred in contracting or performance; examine the applicant's bond, amount of the attachment, scope of enforcement, notice and reply. Ordinary debt

disputes, chargebacks or claims of loss do not automatically infer fraud. [E-007, Rule 57, secs. 1, 3-7, 13;E-024]

3. 银行保函

3. Bank Guarantee

见索即付保函与备用信用证虽在商业上都提供独立银行信用，但 *Coca-Cola* 拒绝以功能等价取代规则列明工具。若拟利用中国银行信用，可考虑让合格保证公司在法院认可的 counterbond 下取得银行反担保；对法院提交的仍须是 Rule 57 意义上的 counterbond，而非银行保函本身。[E-008, pp. 928-932]

EN | Although both demand guarantee and standby letter of credit provide independent bank credit commercially, Coca-Cola refuses to replace rule-specified instruments with functional equivalence. If you plan to use the credit of Bank of China, you can consider having a qualified guarantee company obtain bank counterbond under a counterbond recognized by the court; what is submitted to the court must still be the counterbond in the sense of Rule 57, not the bank guarantee itself. [E-008, pp. 928-932]

4. 程序时间

4. Procedural Timing

Rule 57 第 12、13 条没有把解除申请限定为普通复议期间；执行后仍可申请。因账户冻结会持续影响经营，应在取得完整查封卷宗后尽快提交有证据支持的动议。[E-007, Rule 57, secs. 12-13; E-009] 普通菲律宾公司答辩期原则上为传票送达后 30 个日历日；经法定政府官员送达的外国私法人为其收到传票后 60 个日历日。一次延期最多 30 个日历日。[PRO-001, Rule 11, secs. 1-2, 11]

EN | Sections 12 and 13 of Rule 57 do not confine a motion to discharge to the ordinary reconsideration period; relief remains available after enforcement. Because frozen accounts may continuously impair operations, an evidence-supported motion should be filed promptly after counsel obtains the complete attachment record. [E-007, Rule 57, secs. 12-13; E-009] The ordinary period for a Philippine corporation to answer is 30 calendar days after service of summons. A foreign private juridical entity served through the prescribed government official has 60 calendar days from receipt of summons. A single extension may not exceed 30 calendar days. [PRO-001, Rule 11, secs. 1-2, 11]

九、程序法分析与诉讼路线图

IX. PROCEDURAL ANALYSIS AND LITIGATION ROADMAP

1. 第一阶段：48 小时内

1. Phase One: Within 48 Hours

- 锁定送达日期、答辩截止、查封令编号与法庭分庭；保留对中国母公司人身管辖和送达的特别抗辩。

[PRO-001, Rules 11, 14]

EN | Lock service date, deadline to answer, writ of attachment number and court division; retain special defenses of personal jurisdiction and service of Chinese parent company. [PRO-001, Rules 11, 14]

- 取得查封申请全部文件和冻结清单，核对申请人担保是否有效、金额是否覆盖可能损害。[E-007, Rule 57, secs. 3-7, 13]

EN | Obtain all the documents of the application for attachment and the freezing list, and check whether the applicant's bond is valid and whether the amount covers possible damages. [E-007, Rule 57, secs. 3-7, 13]

- 启动设备和云端日志的诉讼保全，暂停自动覆盖和远程更新。[E-010; E-011]

EN | Enable litigation holds on device and cloud logs, and pause automatic overwrites and remote updates. [E-010;E-011]

2. 第二阶段：一周内

2. Phase Two: Within One Week

- 提交第 13 条解除／缩减查封动议的证据版草稿；同时准备第 12 条 counterbond 或现金存入备选。

[E-007, Rule 57, secs. 12-13; E-009]

EN | Submit a draft evidentiary plan for a Section 13 motion to lift/reduce the seizure; also prepare a Section 12 counterbond or cash deposit option. [E-007, Rule 57, secs. 12-13;E-009]

- 请求对方特定化所谓欺诈、交付时瑕疵、DENR 决定及损失计算。[E-024; E-001, Art. 2199]

EN | Request the other party to specify the alleged fraud, defects in delivery, DENR determination and loss calculation. [E-024;E-001, Art. 2199]

- 由产品安全专家与数字取证专家共同制定因果测试协议，避免法律团队单独解释工程日志。[E-010; E-011]

EN | Product safety experts work with digital forensics experts to develop causal testing protocols, eliminating the need for legal teams to interpret engineering logs alone. [E-010;E-011]

3. 第三阶段：答辩与证据开示

3. Phase Three: Answer and Discovery

- 分开提出合同、隐藏瑕疵、准侵权、环境罚款、刺破公司面纱与直接母公司责任的抗辩，不让不同诉因互相替代证明。

EN | Separately raise the defenses of contract, hidden defect, quasi-delict, environmental fines, piercing the corporate veil and direct parent company liability, and do not allow different cause of action to substitute for each other.

- 对第 1571 条期间、合同免责／责任限制、受害人自身过错、因果中断、损害未实际发生、罚款非终局和法人独立人格分别提出事实基础。[E-001; E-014; E-015]

EN | The factual basis is proposed for the period of Article 1571, contract exemption/limitation of liability, the fault of the injured party, interruption of cause and effect, damage not actually occurring, non-final fine and legal person separate juridical personality. [E-001;E-014;E-015]

- 保留对不当查封造成的损失追索申请人担保的权利；实际启动该责任需结合 Rule 57 后续程序和最终裁判状态核验。[E-007, Rule 57, secs. 17, 20]

EN | We reserve the right to pursue the applicant's bond for losses caused by improper attachment; the actual activation of this liability requires verification of the Rule 57 follow-up procedures and the final judgment status. [E-007, Rule 57, secs. 17, 20]

十、五维分析

X. FIVE-DIMENSIONAL ANALYSIS

1. 规则维度

1. Rules

核心规则由民法典、清洁水法、修订公司法与 Rule 57 构成；最高法院判例分别细化偶然事件、介入原因、产品缺陷、损害证明、alter ego 及反担保形式。[E-001; E-003; E-004; E-007]

EN | The core rules consist of the Civil Code, the Clean Water Act, the Revised Corporations Act and Rule 57; the Supreme Court case law details the fortuitous event, intervening cause, product defect, proof of damage, alter ego and counterbond forms respectively. [E-001;E-003;E-004;E-007]

2. 事实维度

2. Facts

最关键事实不是地震本身，而是交付时设计状态、买方删除内容、设备在删除后为何继续超频、卖方是否知悉或控制改造，以及 DENR 究竟处罚何种违法。[E-010；E-011；E-004]

EN | *The most critical fact is not the earthquake itself, but the state of the design at the time of delivery, the buyer's deletion of content, why the device continued to be overclocked after deletion, whether the seller had knowledge or control over the modifications, and what exactly the DENR punishes for the violation. [E-010;E-011;E-004]*

3. 举证维度

3. Proof

买方承担产品缺陷、损害及因果的初步证明；卖方主张偶然事件、合同免责或独立介入原因时需要提出其无并发过失及因果链证据。刺破公司面纱的三项测试也需由主张者以交易特定证据完成。[E-011；E-012；E-015]

EN | *The buyer bears the initial burden of proving product defect, loss, and causation. A seller invoking a fortuitous event, a contractual exclusion, or an independent intervening cause must produce evidence that it was free from concurrent fault and must establish the asserted causal chain. The claimant seeking to pierce the corporate veil must likewise prove all three elements with transaction-specific evidence. [E-011; E-012; E-015]*

4. 程序维度

4. Procedure

Rule 57 查封属于严厉的保全措施；实务上需要同时管理答辩时钟、查封解除、担保成本、证据保全和对外国母公司的送达／管辖。[E-009；E-024；PRO-001]

EN | *Rule 57 seizure is a severe preservation measure; in practice, it is necessary to manage the defense clock, seizure release, guarantee costs, evidence preservation, and service/jurisdiction of the foreign parent company at the same time. [E-009;E-024;PRO-001]*

5. 救济维度

5. Remedies

实体救济可能包括合同损害、价款解除或减价、清理费用及经证明的利润损失；程序救济包括现金／counterbond 替代、第 13 条解除或缩减以及对不当查封损害的后续追索。每一救济都有独立要件，不能只凭事故发生或罚款金额自动成立。[E-001；E-004；E-007]

EN | Substantive remedies may include contractual damages, price release or reduction, clean-up costs and proven lost profits; procedural remedies include cash/counterbond substitution, section 13 release or reduction and subsequent recovery of damages for wrongful seizure. Each remedy has independent requirements and cannot be automatically established based solely on the occurrence of the accident or the amount of the fine. [E-001;E-004;E-007]

十一、学理解释与学理分析

XI. DOCTRINAL EXPLANATION AND ANALYSIS

本报告未以学者意见、博客或商业摘要支撑任何核心结论。所称“风险分配”“介入原因”“法人独立人格”和“保全工具法定类型”均是对已引成文法与最高法院判例的归纳。学理层面的解释仅有两点：第一，偶然事件与介入原因解决的是不同问题——前者审查债务人是否因外部不可避免事件免责，后者审查责任链是否被后来行为切断；第二，刺破公司面纱是对法人独立人格被滥用的例外，不是对集团企业或资本不足的普遍连带责任。[E-010；E-012；E-015；E-016]

EN | This report does not support any of its core conclusions with scholarly opinions, blogs, or business summaries. The so-called "risk allocation", "intervening cause", "legal person separate juridical personality" and "legal type of preservation instrument" are all summaries of the cited statutory law and Supreme Court case law. There are only two explanations at the academic level: first, fortuitous event and intervening cause solve different problems - the former examines whether the debtor is exempted from liability due to unavoidable external events, and the latter examines whether the chain of responsibility is cut off by subsequent actions; second, piercing the corporate veil is an exception to the abuse of the legal person separate juridical personality, and is not a general joint liability for group companies or insufficient capital. [E-010;E-012;E-015;E-016]

十二、结论与风险矩阵

XII. CONCLUSIONS AND RISK MATRIX

争点	当前结论	证据状态	卖方风险	关键变量
地震与买方改造	买方故意删除可能构成唯一近因／有效介入原因；卖方若有原始缺陷则难完整免责 [E-010；E-012]	基本核验	中	交付基线、改造日志、专家因果
隐藏瑕疵与时效	六个月期间风险显著；明示保证和第 1569 条需单独核查	基本核验	中	精确日期、保证文本、瑕疵存在时间
DENR 罚款追偿	无直接控制性判例；并非当然可转嫁，需逐项证明	初步查明／证据不足	中低至中	DENR 决定、付款、违法主体、赔偿条款
刺破公司面纱	100% 持股 + 低资本不足；需三项并存测试	已核验	中低；发现混同时升高	交易控制、欺诈／不法、因果、公司分离证据
银行保函反担保	不可单独替代 counterbond	已核验	高确定性程序障碍	保函结构不会改变工具类别；应改现金／合格 counterbond
第 13 条解除查封	可与第 12 条替代担保并行评估	已核验	取决于卷宗	欺诈具体性、申请人担保、金额与执行规则

EN | English table

Issue	Current Conclusion	Evidence Status	Seller Risk	Key Variables
Earthquake and Buyer Modification	The buyer's deliberate deletion may constitute the sole proximate cause or an efficient intervening cause; any original defect attributable to the seller would materially weaken a complete defense. [E-010; E-012]	Substantially Verified	Medium	Delivery baseline, modification logs, and expert causation evidence

Issue	Current Conclusion	Evidence Status	Seller Risk	Key Variables
Hidden Defects and Limitation Period	The six-month limitation period presents a material risk; any express warranty and Article 1569 require separate analysis.	Substantially Verified	Medium	Exact dates, warranty text, and time when the defect existed
Recovery of the DENR Fine	No directly controlling precedent was located; pass-through recovery is not automatic and each element must be proved.	Preliminary Finding / Insufficient Evidence	Medium-Low to Medium	DENR order, payment, responsible violator, and indemnity terms
Piercing the Corporate Veil	One-hundred-percent ownership plus low capitalization is insufficient; all three elements must coexist.	Verified	Medium-Low; increases if commingling or domination is shown	Transaction-specific control, fraud or wrong, causation, and corporate-separateness evidence
Bank Guarantee as Counterbond	Cannot by itself substitute for a counterbond	Verified	Highly Certain Procedural Obstacle	The guarantee's structure does not change the legally prescribed instrument; use cash or a qualified counterbond.
Discharge under Section 13	May be evaluated in parallel with substitute security under Section 12	Verified	Depends on the Record	Particularity of fraud, applicant's bond, amount, and execution procedure

总体判断。 卖方在“银行保函能否直接充当反担保”上应按否定结论行动；在公司面纱上拥有较强规则基础；在产品责任与罚款追偿上则高度依赖尚未取得的技术、合同与行政卷宗。最危险的做法是把全部抗辩压缩成“地震不可抗力”或“买方有错”，因为第 1174 条与隐藏瑕疵规则仍会审查卖方自身行为和交付时状态。[E-001; E-010; E-014]

EN | Overall judgment. The seller should act based on a negative conclusion on "whether a bank guarantee can directly act as a counterbond"; it has a strong rule base on the corporate veil; it relies heavily on unobtained technology, contracts and administrative files for product liability and fine

recovery. The most dangerous approach is to compress all defenses into "earthquake force majeure" or "buyer is at fault", because Article 1174 and the hidden defect rules will still review the seller's own behavior and delivery status. [E-001;E-010;E-014]

十三、证据不足、限制条件与待补充事项

XIII. EVIDENTIARY GAPS, LIMITATIONS AND REQUIRED SUPPLEMENTS

6. 本案为虚拟演练；主体、设备、诉讼与罚款均未被独立验证。[E-000]

EN | This case is a virtual exercise; the subjects, equipment, lawsuits and fines have not been independently verified. [E-000]

7. 未取得合同，不能最终确定选择法、仲裁／法院、保证、免责、责任上限、后果性损害排除、罚款赔偿与保险安排。

EN | Choice of law, arbitration/courts, warranties, exemptions, caps of liability, consequential damages exclusions, penalty indemnities and insurance arrangements cannot be finalized without obtaining a contract.

8. 未取得 DENR 决定，不能确定罚款法源、受罚主体、计算、终局性或已付款事实。[E-004]

EN | Without obtaining a DENR decision, the legal source of the fine, the subject of the fine, its calculation, finality, or the fact that it has been paid cannot be determined. [E-004]

9. 未取得诉讼卷宗，不能确定 Rule 57 第 1 条的具体法定事由、查封金额、申请人担保及执行瑕疵。
[E-007]

EN | Without obtaining the litigation files, it is impossible to determine the specific legal reasons for Article 1 of Rule 57, the amount of the attachment, applicant's bond and execution defects. [E-007]

10. 未取得设备与日志，不能确定原始缺陷、买方改造范围或事故因果。[E-010；E-011]

EN | Without obtaining the equipment and logs, it is impossible to determine the original defect, the scope of the buyer's modifications, or the cause of the accident. [E-010;E-011]

11. 在截止日检索范围内未发现 DENR 罚款向设备供应商追偿的直接最高法院判例；该负面结果可能受关键词、未电子化旧案或未公布下级法院裁判限制。

EN | No direct Supreme Court cases were found within the search scope on the deadline for DENR fines to be recovered from equipment suppliers; this negative result may be restricted by keywords, unelectronized old cases, or unannounced lower court rulings.

12. 法源链接于 2026 年 8 月 23 日访问。规则和判例应由菲律宾诉讼律师在提交文件前作最新性复核。

EN | Legal source link accessed on August 23, 2026. Rules and precedents should be reviewed by Filipino litigators for the latest review before filing.

13. 本报告不是菲律宾律师执业意见，也不处理核设施许可、核损害特别法、具体保护区法、刑事责任、制裁、出口管制或中国法下母公司责任；这些问题需在真实技术和地点明确后另行查明。

EN | This report is not a legal professional opinion in the Philippines and does not address nuclear facility licensing, special nuclear damage laws, specific protected area laws, criminal liability, sanctions, export controls, or parent company liability under Chinese law; these issues will need to be clarified separately after the actual technology and location are clarified.

十四、查明结论

XIV. FINDINGS OF FOREIGN-LAW ASCERTAINMENT

截至 2026 年 8 月 23 日，能够以主要法源支持的查明结论为：

EN | As of August 23, 2026, the findings that can be supported by major legal sources are:

14. 卖方只有在其自身无并发过失时，才可能完整利用第 1174 条偶然事件抗辩；买方故意删除安全锁可能独立切断因果，但必须由技术证据证明。[E-001, Art. 1174; E-010; E-012]

EN | The seller may fully utilize the fortuitous event defense in Article 1174 only if it has no concurrent fault on its own; the buyer's intentional deletion of the safety lock may independently cut off the cause and effect, but it must be proven by technical evidence. [E-001, Art. 1174; E-010; E-012]

15. 隐藏瑕疵请求需要证明交付时瑕疵，并面临第 1571 条六个月期间；明示保证与第 1569 条的有限价款救济需另行分析。[E-001, Arts. 1561, 1569, 1571, 1599; E-014]

EN | The hidden defect request requires proof of defects in delivery and faces a six-month period under Article 1571; the express warranty and the limited price remedy under Article 1569 require separate analysis. [E-001, Arts. 1561, 1569, 1571, 1599; E-014]

16. DENR 罚款不是当然可转嫁的实际损害；现有法源要求违法基础、损失、因果和可预见性，并允许因请求人自身过错减额或阻却。未发现直接控制性转嫁判例。[E-001, Arts. 2179, 2199–2203, 2214–2215; E-004, sec. 28]

EN | DENR fines are not transferable of course actual damages; existing legal sources require the basis of the violation, loss, causation and foreseeability, and allow reduction or blocking due to the petitioner's own fault. No cases of direct transfer of control were found. [E-001, Arts. 2179, 2199–2203, 2214–2215; E-004, sec. 28]

17. 100%持股、技术控制与低资本只是刺破公司面纱因素；仍需完整证明控制、不法使用和损害因果三项。[E-015； E-016； E-017]

EN | 100% shareholding, technical control and low capital are just piercing the corporate veil factors; control, illegal use and damage causation still need to be fully proven. [E-015;E-016;E-017]

18. Rule 57 第 12 条不接受备用信用证或功能类似的见索即付银行保函替代 counterbond；解除查封应走现金／合格 counterbond 或第 13 条瑕疵攻击。[E-007, Rule 57, secs. 12–13； E-008； E-009]

EN | Rule 57 Article 12 does not accept standby letter of credit or functionally similar demand bank guarantees as substitute counterbond; discharge of attachment shall be cash/qualified counterbond or Article 13 defective attack. [E-007, Rule 57, secs. 12–13;E-008;E-009]

十五、法源目录与附件索引

XV. TABLE OF AUTHORITIES AND APPENDIX INDEX

A. 核心成文法与程序规则

A. Principal Statutes and Procedural Rules

证据 ID	原文标题	定位	官方／公开链接	访问日
E-001	Republic Act No. 386, Civil Code of the Philippines	Arts. 1159, 1170–1174, 1306, 1547, 1561–1571, 1599, 2176, 2179, 2199–2203, 2214–2215	https://lawphil.net/statutes/repacts/ra1949/ra_386_1949.html	2026-08-23
E-002	Republic Act No. 7394, Consumer Act of the Philippines	Arts. 4, 67–68, 97, 169	https://lawphil.net/statutes/repacts/ra1992/ra_7394_1992.html	2026-08-23
E-003	Republic Act No. 11232, Revised Corporation Code	secs. 2, 12	https://lawphil.net/statutes/repacts/ra2019/ra_11232_2019.html	2026-08-23
E-004	Republic Act No. 9275, Philippine Clean Water Act	secs. 3, 16, 27–28	https://lawphil.net/statutes/repacts/ra2004/ra_9275_2004.html	2026-08-23
E-005	Republic Act No. 9483, Oil Pollution Compensation Act	secs. 3–4	https://lawphil.net/statutes/repacts/ra2007/ra_9483_2007.html	2026-08-23
E-007	1997 Rules of Civil Procedure, Rule 57	secs. 1, 3–7, 12–13, 17, 20	https://lawphil.net/courts/rules/rc_1-71_civil.html	2026-08-23

证据 ID	原文标题	定位	官方/公开链接	访问日
PRO-001	2019 Amendments to the 1997 Rules of Civil Procedure, A.M. No. 19- 10-20-SC	Rule 11, secs. 1-2, 11; Rule 14	https:// lawphil.net/courts/ rules/am_19-10-20- sc_2019.html	2026-08-23

EN | English table

Evidence ID	Original title	Positioning	Official/public link	visit day
E-001	Republic Act No. 386, Civil Code of the Philippines	Arts. 1159, 1170- 1174, 1306, 1547, 1561- 1571, 1599, 2176, 2179, 2199-2203, 2214-2215	https:// lawphil.net/statutes/ repacts/ra1949/ ra_386_1949.html	2026-08-23
E-002	Republic Act No. 7394, Consumer Act of the Philippines	Arts. 4, 67-68, 97, 169	https:// lawphil.net/statutes/ repacts/ra1992/ ra_7394_1992.html	2026-08-23
E-003	Republic Act No. 11232, Revised Corporation Code	secs. 2, 12	https:// lawphil.net/statutes/ repacts/ra2019/ ra_11232_2019.html	2026-08-23
E-004	Republic Act No. 9275, Philippine Clean Water Act	secs. 3, 16, 27-28	https:// lawphil.net/statutes/ repacts/ra2004/ ra_9275_2004.html	2026-08-23
E-005	Republic Act No. 9483, Oil Pollution Compensation Act	secs. 3-4	https:// lawphil.net/statutes/ repacts/ra2007/ ra_9483_2007.html	2026-08-23
E-007	1997 Rules of Civil Procedure, Rule 57	secs. 1, 3-7, 12- 13, 17, 20	https:// lawphil.net/courts/ rules/rc_1- 71_civil.html	2026-08-23
PRO-001	2019 Amendments to the 1997 Rules of Civil Procedure, A.M. No. 19- 10-20-SC	Rule 11, secs. 1-2, 11; Rule 14	https:// lawphil.net/courts/ rules/am_19-10-20- sc_2019.html	2026-08-23

B. 核心判例

B. Principal Cases

证据 ID	判例	法律命题	链接
E-008	<i>Coca-Cola Beverages Philippines, Inc. v. Pacific Sugar Holdings Corp.</i> , G.R. No. 241333, 27 Jun. 2022	备用信用证不能替代 Rule 57 counterbond	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/23/68406
E-009	<i>Dumaran v. Llamedo</i> , G.R. No. 217583, 4 Aug. 2021	第 12 条与第 13 条两种解除路径	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/14/67613
E-010	<i>Abrogar v. Cosmos Bottling Corp.</i> , G.R. No. 164749, 15 Mar. 2017	有效介入原因与可预见性 [E-010]	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/23/62921
E-011	<i>Nutrimix Feeds Corp. v. CA</i> , G.R. No. 152219, 25 Oct. 2004	产品缺陷、交付时存在与因果证明	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/46162
E-012	<i>Sicam v. Jorge</i> , G.R. No. 159617, 8 Aug. 2007	偶然事件要求主张者无并发过失	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/44166
E-013	<i>Southeastern College, Inc. v. CA</i> , G.R. No. 126389, 10 Jul. 1998	自然灾害与过失证据	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/14/36053
E-014	<i>De Guzman v. Toyota Cubao, Inc.</i> , G.R. No. 141480, 29 Nov. 2006	隐藏瑕疵六个月期间；明示保证区分	https://lawphil.net/judjuris/juri2006/nov2006/gr_141480_2006.html
E-015	<i>Roquel v. PNB</i> , G.R. No. 246270, 30 Jun. 2021	alter ego 三项测试与因素	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/67918
E-016	<i>Maricalum Mining Corp. v. Florentino</i> , G.R. Nos. 221813/222723, 23 Jul. 2018	完全支配、不法使用与因果	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64333
E-017	<i>Saverio v. Puyat</i> , G.R. No. 186433, 27 Nov. 2013	持股不足以自动刺破公司面纱	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/56414
E-018	<i>PNB v. Ritratto Group, Inc.</i> , G.R. No. 142616, 31 Jul. 2001	公司独立人格与滥用例外	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/14/52382

证据 ID	判例	法律命题	链接
E-019	<i>Malaluan v. COMELEC</i> , G.R. No. 120193, 6 Mar. 1996	实际损害须连接可诉不法	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 1/33666
E-020	<i>Orient Freight International, Inc. v. Keihin-Everett</i> , G.R. No. 191937, 9 Aug. 2017	合同过失、利润损失与证明	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 1/63503
E-021	<i>Ong v. Bognalbal</i> , G.R. No. 149140, 12 Sep. 2006	请求人违反合同与损害减轻	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 1/42229
E-022	<i>Saudi Arabian Airlines v. CA</i> , G.R. No. 122191, 8 Oct. 1998	联系因素与法院地程序法	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 1/36425
E-023	<i>Raytheon International, Inc. v. Rouzie, Jr.</i> , G.R. No. 162894, 26 Feb. 2008	管辖与准据法区分	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 1/44719
E-024	<i>Security Bank Corp. v. Great Wall Commercial Press Co.</i> , G.R. No. 219345, 30 Jan. 2017	查封欺诈须具体化	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 22/62779
E-025	<i>Insular Savings Bank v. CA</i> , G.R. No. 123638, 15 Jun. 2005	counterbond 金额与法院审查	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 1/43055

EN | English table

Evidence ID	Jurisprudence	legal proposition	link
E-008	<i>Coca-Cola Beverages Philippines, Inc. v. Pacific Sugar Holdings Corp.</i> , G.R. No. 241333, 27 Jun. 2022	standby letter of credit cannot replace Rule 57 counterbond	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 23/68406
E-009	<i>Dumaran v. Llamedo</i> , G.R. No. 217583, 4 Aug. 2021	Two ways to lift Article 12 and Article 13	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 14/67613
E-010	<i>Abrogar v. Cosmos Bottling Corp.</i> , G.R. No. 164749, 15 Mar. 2017	efficient intervening cause and predictability [E-010]	https:// elibrary.judiciary.gov.ph/ thebookshelf/showdocs/ 23/62921

Evidence ID	Jurisprudence	legal proposition	link
E-011	<i>Nutrimix Feeds Corp. v. CA</i> , G.R. No. 152219, 25 Oct. 2004	Product defects, existence at delivery and proof of causation	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/46162
E-012	<i>Sicam v. Jorge</i> , G.R. No. 159617, 8 Aug. 2007	fortuitous event requires the claimant to have no concurrent negligence	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/44166
E-013	<i>Southeastern College, Inc. v. CA</i> , G.R. No. 126389, 10 Jul. 1998	Natural disasters and evidence of negligence	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/14/36053
E-014	<i>De Guzman v. Toyota Cubao, Inc.</i> , G.R. No. 141480, 29 Nov. 2006	hidden defect Six-month period; express warranty distinction	https://lawphil.net/judjuris/juri2006/nov2006/gr_141480_2006.html
E-015	<i>Roquel v. PNB</i> , G.R. No. 246270, 30 Jun. 2021	alter ego three tests and factors	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/67918
E-016	<i>Maricalum Mining Corp. v. Florentino</i> , G.R. Nos. 221813/222723, 23 Jul. 2018	Complete domination, illegal use and causation	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64333
E-017	<i>Saverio v. Puyat</i> , G.R. No. 186433, 27 Nov. 2013	Not holding enough shares to automatically piercing the corporate veil	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/56414
E-018	<i>PNB v. Ritratto Group, Inc.</i> , G.R. No. 142616, 31 Jul. 2001	Companyseparate juridical personality with Abuse Exception	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/14/52382
E-019	<i>Malaluan v. COMELEC</i> , G.R. No. 120193, 6 Mar. 1996	actual damages must be connected to actionable illegality	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/33666
E-020	<i>Orient Freight International, Inc. v. Keihin-Everett</i> , G.R. No. 191937, 9 Aug. 2017	Contractual negligence, loss of profits and proof	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/63503
E-021	<i>Ong v. Bognalbal</i> , G.R. No. 149140, 12 Sep. 2006	Petitioner' s breach of contract and mitigation of damages	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/42229
E-022	<i>Saudi Arabian Airlines v. CA</i> , G.R. No. 122191, 8 Oct. 1998	Linking factors and procedural law of the forum	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/36425

Evidence ID	Jurisprudence	legal proposition	link
E-023	<i>Raytheon International, Inc. v. Rouzie, Jr.</i> , G.R. No. 162894, 26 Feb. 2008	Distinguish between jurisdiction and applicable law	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/44719
E-024	<i>Security Bank Corp. v. Great Wall Commercial Press Co.</i> , G.R. No. 219345, 30 Jan. 2017	Seizing fraud must be specific	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/22/62779
E-025	<i>Insular Savings Bank v. CA</i> , G.R. No. 123638, 15 Jun. 2005	Counterbond amount and court review	https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/43055

C. 附件索引

C. Appendix Index

- E-000：用户提供《九州星火大律师事务所_九星律外函 2024 第 092 号_虚拟演练.pdf》，3 页，SHA-256：83f2f81cac3186ce139e9e28f297defe28e8aeb5eab6e1660597fd11b2aac5a3。

EN | E-000: The user provides "Jiuzhou Xinghuo Law Firm_Jiuxing Law Foreign Letter 2024 No. 092_Virtual Walkthrough.pdf", 3 pages, SHA-256:

83f2f81cac3186ce139e9e28f297defe28e8aeb5eab6e1660597fd11b2aac5a3.

- 证据包另含上述法源的原始 PDF/HTML 留存件、证据清单、SHA-256 校验文件、检索记录、命题—依据卡片及两组核心法源锁页中译。

EN | The evidence package also includes the original PDF/HTML archives of the above-mentioned legal sources, evidence list, SHA-256 verification file, search records, proposition-basis cards and Chinese translations of two sets of core legal source locked pages.

十六、翻译说明

XVI. TRANSLATION NOTICE

锁页中文件仅翻译本报告直接依赖的核心法条和判例节选；每一中文页与对应英文节选页保持一一映射。译文为研究工作译文，不是菲律宾法院或立法机关的官方中文文本；歧义时以英文原文为准。完整原始法源文件与节选页分开保存，避免把节选误认为整部法令或整案判决。

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corresponding English excerpt page. The translation is a research work translation and is not the official Chinese text of the Philippine courts or legislative bodies; in case of ambiguity, the original English text shall prevail. The complete original legal source document and the excerpt page should be kept separately to avoid mistaking the excerpt for the entire statute or the entire case judgment.

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