

## Terms and Conditions of Sale 销售条款与条件



### 1. Contract/合同

Unless otherwise agreed in writing and signed by both parties, you, the Company specified on the Quotation (“**You**” or “**Your**”) and the Sealed Air entity specified in the Quotation (“**Us**”, “**We**” or “**Our**”) agree that all orders are accepted and all sales are made subject only to these terms of trade as varied by the quotation specifying the Goods and Services to be supplied (“**Quotation**”). No other terms will apply including without limitation terms contained in Your preprinted forms. These terms of trade together with the applicable Quotation shall constitute the entire Terms & Conditions applicable to You and each order (“**Contract**”). The acceptance of the Quotation, the delivery and payment of the Goods and Services provided shall all constitute your acceptance of each Contract and these terms and conditions. Neither party shall be bound by nor liable to the other for any representation, promise or inducement made by that party or any agent or person in that party's employ and not embodied in the Contract unless otherwise expressly agreed between the parties. 报价单中所列希悦尔公司 (“**我方**”) 和报价单中所列公司 (“**贵方**”) 同意本销售条款适用于报价单中列明提供的货物和服务 (“**报价单**”) 的订单和销售, 双方另行书面约定除外。任何其他条款 (包括但不限于贵方预先印制的表格) 都视为不适用。本销售条款与相关报价单构成贵方相关订单的所有条款 (“**合同**”), 贵方接受产品或服务的报价、产品或服务的交付和付款, 都视为贵方已经同意合同和本条件和条款。除非双方明确同意, 本合同未包含的任何一方或其雇佣的代理或第三方所作的声明, 承诺和诱唆, 对另一方均不具约束力。

### 2. Order and Price/订单与价格

Quoted price is valid for 30 days or as otherwise specified in the Quotation. Placement of a purchase order by You must reference the applicable Quotation (if any) and is an acceptance of the Contract. We reserve the right to accept a part only of any order by notifying You in writing. An order which has been accepted in whole or in part by Us cannot be cancelled or varied by You without obtaining Our prior written approval. Prices are subject to change without notice. We reserve the right to decline an order.

报价自发布之日起 30 天内或其他报价单规定日期内有效。贵方采购订单必须引用适用的报价单 (如有), 该下单行为即为对合同的接受。我方保留书面通知贵方仅接受任何订单部分的权利。在未获得我方事先书面同意的情况下, 贵方无法取消或更改已被我方全部或部分接受的订单。价格可以无需通知随时调整。我方保留拒绝订单的权利。

### 3. Payment/付款

You must pay the amount and currency as specified in Our invoice. Prices are exclusive of any taxes, levies, cost of documents and any other charges, which shall be charged to You, unless otherwise explicitly indicated in Our invoice. Payment is due and payable free of any deductions or set-offs on delivery of the Goods unless credit terms have been approved by Us in which case payment must be made as specified in the invoice. Services must be paid for in advance unless otherwise specified in the Quotation or the applicable SOW. Under no circumstances will You withhold any amount due to Us because of a disputed claim or any nature.

贵方必须根据我方发票所列金额和货币付款。除非我方发票明确表示, 价格不含任何税款、类似税款、文件费用或者其他费用, 该些费用必须由贵方支付。款项于货物交付时到期应付, 不得抵扣或抵消。如果我方已经同意信用条款, 则按照发票所列期限到期应付。所有的服务必须预付, 报价单或工作说明另有规定除外。任何情况下贵方不得因为有关争议的索赔而预留应付我方的款项。

If You fail to comply with the Contract, or if We at any time have doubts as to Your financial responsibility, or You fail to pay any amount when due, We shall be entitled to (1) decline to make further deliveries until and unless such amount is paid; and (2) impose a Late Payment Interest Charge of either (i) 2% per month; or (ii) the maximum rate that is allowable legally under the local regulation (whichever is lower); and (3) claim compensation from You of all costs incurred in order to obtain payment of the amount due. You are not entitled to offset any claims allegedly owed by Us to You against the payment of the amount specified in Our invoice.

如果贵方不遵守合同或我方对于贵方的财务责任有疑问或贵方未能在款项到期时支付, 我方有权 (1) 拒绝继续交货直至所有应付款项已经付清; (2) 对未支付款项收取利息, 金额由下面两者中取其低 (i) 月息 2%; 或者 (ii) 法律允许的最大利率; (3) 要求贵方赔偿所有我方为获得应收款而发生的费用。贵方无权就任何应收我方款项抵消我方发票款项。

In the absence of proper evidence or exemption supplied to Us, You will reimburse Us for any and all taxes, levies, excise or other charges which We may be required to pay to any government authority (national, state or local) upon or measured by the production, storage, sale, transportation and/or use of the Goods.

如果无法提供确切证据或豁免, 贵方应当补偿我方可能需要向任何政府 (国家、省或者地方) 因为生产、储存、销售、运输和使用货物所需要支付的税费, 类似税款或其他费用。

### 4. Delivery/交付

The Goods and Services identified in the Quotation and in the applicable statement of work (“**SOW**”) will be delivered to You at the address specified in the Quotation. Where price includes delivery of the Goods then We will notify You of indicative date and timing for delivery. Where We undertake to deliver the Goods, delivery shall take place when such Goods are loaded off Our or a third party's vehicle, ship or any other transport at the station, port or address specified in the Quotation. If You require different delivery arrangements other than as agreed in the Quotation, then We may charge additional delivery fees. Where You undertake to collect the Goods, delivery shall take place when such Goods are loaded on Your or a third party's vehicle or any other transport at Our stipulated address. We may cancel one or more transactions if You do not comply with this requirement or any other term of the Contract. We will only be liable for non-delivery or late delivery if such non-delivery or late delivery is caused directly by Our willful default or gross negligence.

报价单和工作说明所列货物和服务将根据报价单提供的地址交付贵方。如果价格包括货物运输, 我方会告知贵方大约交货日期和时间。如果我方负责运输, 货物自我方或者第三方的车辆、船只或其他运输工具于报价单所列的车站、码头和地址卸装即视为交付。如果贵方需要其他与报价单不一致的运输安排, 我方会收取额外的运输费用。如果贵方自提货物, 则货物于我方规定地址装载至贵方或第三方的车辆或其他运输工具即视为交付。如果贵方不遵守本条款或本合同其他条款, 我方可以取消一个或多个交易。如果因为我方的疏忽或者故意违约直接造成的不能交货或者延迟交货, 我方应承担赔偿责任。

Our invoice weights, volumes, sizes and fares shall be treated as final and binding, except

that, in case of conflict with bulk carload or tank car shipments, then the carrier's weights shall prevail.

我方发票所示重量, 体积, 尺寸以及运费应视为最终且有约束力, 大宗零担和罐车装运的情况下, 如果与承运人重量不一致, 以承运人的重量为准。

You must examine and test the Goods immediately following delivery of the Goods and before any transformation of the Goods from its original condition, and You agree to make no claim against Us after any part of the Goods has been treated, processed or changed in any manner (except for reasonable test quantities). You assume sole responsibility for determining whether the Goods are suitable for Your contemplated use (whether or not such use is known to Us). You agree to notify us in writing of all claims relating to the Goods within 30 days after delivery of the Goods otherwise You acknowledge that We shall not be liable.

货物交付后且货物尚未由其原来的状态发生任何变化之前, 贵方应当立即检验和测试货物。贵方同意, 如果货物或其部件经过处理, 加工或者状态发生变化 (合理测试数量除外), 贵方不会向我方提出任何索赔。贵方应全权负责确定货物是否符合贵方预期用途 (无论我方是否执行知晓该用途)。贵方同意货物交付后 30 天之内以书面通知我方所有与货物相关的索赔, 逾期我方不再承担任何责任。

### 5. Risk/风险

Risk of loss or damages to Goods purchased will pass on delivery to You unless otherwise specified in the Quotation.

货物损毁和灭失的风险自交付起转移至贵方, 报价单另有明确规定除外。

### 6. Title/所有权

Title to the Goods shall not pass to You until We have received payment in full (in cash or in cleared funds) for such Goods and all other sums which are due from You for the sales of the Goods. We will retain title to Goods that are leased or supplied to You free on loan but You will be responsible to keep those Goods safe and indemnify us in accordance with the Contract. So long as the title in the Goods remain in Us and You are in default of any obligations under the Contract or You become insolvent, We reserve the right, with or without prior notice to You, to retake possession of the Goods (and for such purpose, to enter into the premises where the Goods are located). Where You re-sell the Goods before title of the Goods has vested in You, We shall be entitled to the proceeds of sale (including any right to, or to claim, such proceeds) and You shall hold such proceeds of sale on trust for Us.

我方收到所有货款 (现金或立即可用资金) 以及其他与货物销售相关的贵方应付款项之后, 货物的所有权转移至贵方。我方保留租赁和免费提供给贵方使用的货物的所有权, 贵方负责保证货物的安全, 并保证我方不受损害。如果贵方合同项下违约或者破产, 在我方保留货物的所有权的情况下, 我方保留无需事先通知而重新占有货物的权利, 包括为此目的进入货物所在场所, 若贵方于获得货物所有权之前转售货物, 我方有权获得销售收益 (包括收益权或主张该收益), 贵方应当作为信托人持有该销售收益。

### 7. Warranty/保证

If any of the Goods are found to be defective and You notify Us in writing within 30 days of delivery. We will at Our sole option accept return of Goods and either (i) repay or issue a credit in respect of the purchase price, or (ii) replace at the factory (which shall become Our property) or repair any of the Goods (exclusive of Goods purchased by Sealed Air from others and resold as such), which after examination by Us are proved to Our satisfaction, to have failed to comply in all material respects with the specifications for the Goods. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER TERMS OR CONDITIONS OR WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

如果发现货物有瑕疵并且贵方在货物交付后 30 天内通知我方, 我方有权决定接受退货并 (i) 退款或于购买价格中抵扣; 或 (ii) 经我方检验证明在各重大方面不符合货物规格后, 于工厂 (我方场地) 替换或者修理货物 (不含希悦尔自其他方购买并转售的货物)。本保证明确替代所有其他条件、条款和任何明示、默示或法定的保证 (包括适销性或特定目的适用性方面的保证)。

### 8. Limitation of Liability/责任限制

You release Us from all other obligations or liabilities with respect to the Goods, including any liability for special, incidental, indirect, consequential or penal damages or expenses, including without limitation, pure economic loss, loss of profits, loss of business, lost goodwill, lost revenue and lost opportunity. We make no warranty or representation of any kind, with regard to third party products. These are generally warranted by their respective manufacturers. You agree that any advice provided by Us at no charge is our best judgment without having reviewed Your environment and does not provide any guarantee or warranty as to the suitability or fitness of Goods for your purpose. If We are not retained to provide consulting services then You must undertake Your own review and assessment of fitness for its environment.

贵方豁免我方其他所有与货物相关的义务和责任, 包括对任何特殊、附带、间接、结果性或惩罚性的损害、费用的责任, 包括当不限于经济损失, 利润损失, 商业损失, 商誉损失, 收入损失和机会损失。对于第三方产品, 我们不做任何声明保证。该类产品保证由其制造商提供。贵方同意所有我方免费提供的意见是在未检查贵方环境情况下我方的最佳判断, 对于货物是否适合贵方目的并不提供任何担保或保证。如果贵方没有聘请我方提供咨询服务, 贵方应当负责检验和评估环境适用性。

### 9. Intellectual Property 知识产权

The purchase of Goods or Services hereunder confers no license or right under any copyright, patent, design or trademark or any other intellectual property rights in such Goods or Services to You, which shall include but not limit to all tooling, materials, dies, designs, molds, software, industrial or intellectual property or the like used in the preparation for or production of or contained in any Goods or provision of any services. Title to all intellectual property rights subsisting herein (including designs, drawings and patents) shall remain the exclusive property of Us or Our third-party suppliers or licensors.

贵方根据本协议购买商品或服务, 我方不授予贵方该商品或服务的任何版权、专利、设计、商标或任何其他知识产权的许可或权利, 其中包括但不限于所有工具、材料、模具、设计、模具、软件、用于准备或生产的或包含在任何商品或任何服务中的工业/知识产权或类似物。

## Terms and Conditions of Sale 销售条款与条件



在此所有知识产权（包括设计、图纸和专利）的所有权仍是我方或我方的第三方供应商或许可人的专有财产。

### 10. Confidentiality/保密

Any technical and business information of Us disclosed to or obtained by You before or after the execution of the Contract, whether in tangible form or orally, including but not limited to data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, client information, price lists, studies, findings, inventions and ideas as well as any information relating to the potential business relationship, consist of Our proprietary and confidential information ("Confidential Information"). You agree the Confidential Information shall only be used for execution of the Contract, and You shall not to disclose the Confidential Information to any third party and not to use the information for the benefit of itself or another, except as may be authorized in writing by Us. Should You breach its confidentiality obligations, You are liable for (a) all losses, damages, liabilities and expenses (including legal and attorney fees); and (b) a liquidated damage in the amount of RMB 1,000,000. Further, We are entitled to cancel and terminate cooperation with You without any liability. This Confidentiality clause will remain in effect no matter what the contract is changed, cancelled or terminated for any reason.

我方向贵方披露的数据、专有技术、配方、工艺、设计、草图、照片、计划、图纸、规格、样品、报告、客户信息、价目表、研究报告、发现、发明、构想以及及与贵方潜在合作之事实及其合作内容，不论该等信息以何种形式表达，均为我方的专有和保密信息（“**保密信息**”）。贵方只能将合同履行过程获得的保密信息用于该合同的履行，未经我方事先书面同意，贵方不得向第三方披露该合同及保密信息，也不得为贵方或第三人利益将保密信息用作其他目的。贵方违反保密义务的，应(a)赔偿因其违约使我方遭受的损失、损害、责任和费用(包括法律费用和律师费)外，(b)支付我方违约金人民币 100 万元整，且(c)我方有权随时取消、终止和解除与贵方之合作关系，无需承担任何赔偿责任。不论合同因何种原因变更、解除、终止，本保密条款将一直有效。

### 11. Data Security and Personal Information Protection/数据安全和个人信息保护

You shall comply with all applicable laws regarding data security and protection of personal information, including but not be limited to those of the United States, the People's Republic of China and any other relevant jurisdictions. You acknowledge and consent to Our collection and processing of personal information necessary for the performance of the Contract (if applicable), and You have obtained all necessary consents from individuals whose personal information may be processed under this Contract. You should adopt any technical and organizational measures necessary to guarantee the security of personal information and data and prevent the alteration, loss, processing or unauthorized access to such data, taking into account the state of the technology involved, the nature of the data stored and the risks to which they are exposed, whether such risks arise from human action or the physical or natural environment; and to comply with its corresponding privacy policy. The Distributor shall indemnify and hold Us harmless from any losses, damages, or liabilities arising out of its failure to comply with the laws or regulations on data security and personal information protection.

贵方应遵守所有适用的数据安全和个人信息保护相关法律，包括但不限于美国、中华人民共和国和任何其他相关司法管辖区的法律和法规。贵方认可并同意我收集和履行本合同所需的个人信息（如适用），并且贵方已从其个人信息可能根据本合同进行处理的个人处获得所有必要的同意。贵方应采取任何必要的技术和组织措施，以保证个人信息和数据的安全，防止篡改、丢失、处理或未经授权访问此类数据，同时考虑到相关技术的状况、所存储数据的性质及其所面临的风险，无论此类风险是来自人为行为还是物理或自然环境，并遵守其相应的隐私政策。贵方应赔偿我方因贵方能遵守数据安全和个人信息保护法律或法规而造成的任何损失、损害或责任。

### 12. Export Control/出口管制

You shall comply with all applicable export control laws and regulations, including but not limited to those of the United States, the People's Republic of China and any other relevant jurisdictions. Unless otherwise agreed by You and Us in a written agreement, You acknowledge and agree that that 1) You are the end-user of the Goods and Services, and the Goods and Services are not for resale; 2) You shall provide promptly on request, certifications regarding the intended end-use and end-users of the products to ensure compliance with applicable export control laws and provide Us with full co-operation regarding any investigation into a failure to comply with this clause; and 3) We may terminate this Contract if You do not comply with this clause. You shall indemnify and hold Us harmless from any losses, damages, or liabilities arising out of Your failure to comply with export control laws or regulations.

贵方应遵守所有适用的出口管制法律和法规，包括但不限于美国、中华人民共和国和任何其他相关司法管辖区的法律和法规。除非贵方和我方在书面协议中另有约定，贵方认可并同意：1) 贵方是本合同货物和服务的最终用户，货物和服务不得转售。2) 贵方应根据要求及时提供有关产品预期最终用途和最终用户的证明，以确保遵守适用的出口管制法律，并就任何有关未遵守本条款的调查与我方充分合作；及 3) 如果贵方未遵守本条款，我方终止本合同。对于因贵方未能遵守出口管制法律或法规而导致的任何损失、损害或责任，贵方应赔偿我方并使我方免受损害。

### 13. Force Majeure/不可抗力

Every effort will be made to meet Your deadlines but delay or failure to do so by reason of Our inability to obtain supplies of raw materials from usual sources or by reason of labor trouble, inclement weather, war, riots, civil commotion, fire, epidemic, quarantine, decisions or omissions of public authorities, Acts of God or any other cause whatsoever beyond Sealed Air's control ("Force Majeure") shall not constitute a breach of contract. We will not be liable for any breach of contract in the event of Force Majeure. We reserve the right to either: (a) suspend performance and extend the time for performance of the Contract for the duration of the force majeure event, or (b) cancel all or any part of the unperformed part of the Contract and/or any orders for Goods and Services without liability to You. Either party may renew the Contract on cessation of Force Majeure which prevented performance of the Contract.

我方将尽力满足期限要求，但是如果我方因为不能从通常来源获得原材料供应，劳动纠纷、恶劣天气、战争、暴动、动乱、火灾、瘟疫、隔离、公共机构的决定或者不作为，天灾或者其他超出希悦尔控制的原因（“不可抗力”）而导致的延迟或不能满足期限，不视为违约。我方对于不可抗力造成的违约不负责任。我们保留权利(a) 中止履行并将合同履行时间相应延长，延长时间为不可抗力所造成的延迟的期间，或(b) 取消部分或所有货物或服务合同/订单

未履行部分而无需承担任何责任。任何一方可以在影响合同履行的不可抗力结束后继续履行。

### 14. Assignment/转让

Each Contract may only be assigned with consent in writing of the other party. No changes in or additions to this Contract shall be of any effect unless contained either in the Quotation or in writing signed by both parties.

合同需经另一方书面同意方可转让。对本合同的修改和补充只有经报价单或经双方签署方为有效。

### 15. Governing Law and Dispute Resolution/适用法律及争议解决

Each Contract and these Terms & Conditions are governed by and interpreted in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with the Contract and these Terms and Conditions including their existence, validity or termination shall be resolved by amicable consultation, failing which either party may submit the dispute to the People's court having competent jurisdiction over Our place of business. The losing party shall bear the legal cost including reasonable attorney's fees. 每个合同以及本条件和条款适用中华人民共和国法律，并根据其解释。任何由于本合同发生的或与本合同有关的争议应通过双方友好协商解决。若协商不成，双方均可向我方所在地有管辖权的人民法院提起诉讼。法律费用（包括合理律师费）应由败诉方承担。

### 16. Quantity/数量

Overages and underages of transparent flexible packaging material of not more than 10% in deliveries of each type of printed or non-standard bag and/or pouch and/or film resulting from over or underruns shall constitute good delivery. However, the allowable overage or underage shall be 25% (a) if the order is for each type of such bag and/or pouch in quantities of less than 5,000 (b) if the order is for each type of such film in quantities of less than 10,000 printed impressions or less than 900 square meters respectively.

预先印制或者非标准的袋子/薄膜等透明包装材料交付是发生少于 10%的短缺或者多余属于正常交付。如果(a) 订单少于 5,000 个袋子 (b) 薄膜计数少于 10,000 或者面积少于 900 平方米，短缺或者多余的区间在 25%以内视为可接受。

### 17. Printed Artwork and Composition/印刷图案及构图

All printed artwork and compositions are done on Your instructions and You assume all liability for any resulting infringement of copyrights and trademarks and will hold Sealed Air harmless for any liability therefore. While Sealed Air will use its best efforts to see that printing art work and compositions are in accordance with Your instructions. Sealed Air assumes no responsibility whatsoever for errors therein.

所有印刷图案以及构图根据贵方指令制作，贵方承担因版权和商标侵权导致的所有责任并且保证希悦尔免受损害。希悦尔将尽最大努力保证图案和构图依照贵方指示完成。希悦尔对其中的错误不承担责任。

### 18. Severity/可分割性:

If one or more provisions of these terms and conditions is or becomes void, voidable or unenforceable for any reason, all other provisions shall remain in full force and effect.

如本条款和条件的一项或多项规定由于任何原因无效或不可执行的，所有其他规定应保持全部效力。

### 19. Precedence/优先:

To the extent of any inconsistency between the Quotation and these terms and conditions, these terms and conditions shall prevail (provided however that where equipment-specific terms are attached to the Quotation, those terms shall take precedence in respect of the equipment).

如报价与该条款和条件之间存在任何不一致的，应以该条款和条件为准（但如在报价中附加了特定于设备的条款，则该特定条款优先适用于该设备）。

### 20. Termination/终止:

Either party may immediately terminate this Contract with written notice if the other party: (a) materially breaches any term of this Contract and such breach continues for thirty (30) days after written notification thereof; (b) ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or (c) avails itself of or becomes subject to any proceeding under any bankruptcy laws or any other federal, national, state or local laws and regulations relating to insolvency or the protection of rights of creditors.

若协议一方出现以下情形，另一方书面通知其立即终止合同：(a) 实质性违反合同，且其违约行为在收到另一方的书面通知后持续达三十 (30) 天；(b) 停止正常经营、无力偿付债务、转让财产、其业务或资产被其他人接收；(c) 其他符合破产法律法规或债权人保护法律法规制约的情形。

### 21. No Implied Waiver/无默示弃权:

Our failure to insist upon strict performance of any of the terms and conditions of the Contract, or delay in exercising any of Our remedies, shall not constitute a waiver of such terms and conditions or a waiver of any breach, or of any remedy thereof.

我方未坚持本合同任何条件或条款的严格履行，或者延迟行使任何救济，均不得视为豁免任何条件和条款，违约或救济。

### 22. Anti-corruption Laws/反腐败法律:

You agree to comply with the relevant applicable anti-corruption laws and regulations during the business activities. You guarantee that no money or valuable items will be provided, paid or given to any government officials, or any person and/or close relatives and/or agents of Us intending to maintain business opportunity or improper interests. If any person, close relative or agent of Us requests or implies to You to provide the above money or items, You shall immediately report it to the superior of the personnel or the legal department of Us.

贵方同意在开展商务活动过程中接受有关反腐败法规之约束，保证不向政府官员、我方的任何人员及近亲属或代理人提供、支付或给予任何金钱或有价值物品以获得或维持业务或不当利益。如我方任何人员或近亲属或代理人向贵方主动要求或暗示贵方提供上述金钱或物品，则贵方应立即向我方人员的上级或人事/法务部门报告。