

TERMS AND CONDITIONS OF SALE (HONG KONG)

銷售條款與條件 (香港)



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. 報價單中所列希悅爾公司 ("我方") 和報價單中所列公司 ("貴方") 同意本銷售條款適用於報價單中列明的貨物和服務 ("報價單") 的訂單和銷售, 雙方另行書面約定除外。任何其他條款 (包括但不限於貴方預先印製的表格) 都視為不適用。本銷售條款與相關報價單構成貴方相關訂單的所有條款 ("合同"), 貴方接受產品或服務的報價、產品或服務的交付和付款, 都視為貴方已經同意合同和本條件和條款。除非雙方明確同意, 本合同未包含的任何一方或其僱傭的代理或協力廠商所作的聲明, 承諾和誘導, 對另一方均不具約束力。

2. Order and Price/訂單與價格

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.

報價自發佈之日起 30 天內或其他報價單規定日期內有效。貴方採購訂單必須引用適用的報價單 (如有), 該下單行為即為對合同的接受。我方保留書面通知貴方僅接受任何訂單部分的權利。在未獲得我方事先書面同意的情况下, 貴方無法取消或更改已被我方全部或部分接受的訂單。價格可以無需通知隨時調整。我方保留拒絕訂單的權利。

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.

貴方必須根據我方發票所列金額和貨幣付款。除非我方發票明確表示, 價格不含任何稅款、類似稅款、檔費用或者其他費用, 該些費用必須由貴方支付。款項于貨物交付時到期應付, 不得折扣或抵消。如果我方已經同意信用條款, 則按照發票所列期限到期應付。所有的服務必須預付, 報價單或工作說明另有規定除外。任何情況下貴方不得因為有爭議的索賠而預留應付我方的款項。

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.

如果貴方不遵守合同或我方對於貴方的財務責任有疑問或貴方未能在款項到期時支付, 我方有權 (1) 拒絕繼續交貨直至所有應付款項已經付清; (2) 對未支付款項收取利息, 金額由下麵兩者中取其低 (i) 月息 2%; 或者 (ii) 法律允許的最大利率; (3) 要求貴方賠償所有我方為獲得應收款而發生的費用。貴方無權就任何應收我方款項抵消我方發票款項。

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.

如果無法提供確切證據或豁免, 貴方應當補償我方可能需要向任何政府 (國家、省或者地方) 因為生產、儲存、銷售、運輸和使用貨物所需要支付的稅費, 類似稅款或其他費用。

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.

報價單和工作說明所列貨物和服務將根據報價單提供的位址交付貴方。如果價格包括貨物運輸, 我方會告知貴方大約交貨日期和時間。如果我方負責運輸, 貨物自我方或者協力廠商的車輛、船隻或其他運輸工具于報價單所列的車站、碼頭和地址卸裝即視為交付。如果貴方需要其他與報價單不一致的運輸安排, 我方會收取額外的運輸費用。如果貴方自提貨物, 則貨物於我方規定位址裝載至貴方或協力廠商的車輛或其他運輸工具即視為交付。如果貴方不遵守本條款或本合同其他條款, 我方可以取消一個或多個交易。如果因為我方的疏忽或者故意違約直接造成的不能交貨或者延遲交貨, 我方應承擔責任。

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.

我方發票所示重量、體積、尺寸以及運費應視為最終且有約束力, 大宗零擔和罐車裝運的情況下, 如果與承運人重量不一致, 以承運人的重量為準。

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.

貨物交付後且貨物尚未由其原來的狀態發生任何變化之前, 貴方應當立即核對總和測試貨物。貴方同意, 如果貨物或其部件經過處理, 加工或者狀態發生變化 (合理測試數量除外), 貴方不會向我方提出任何索賠。貴方應全權負責確定貨物是否符合貴方預期用途 (無論我方是否執行知曉該用途)。貴方同意貨物交付後 30 天之內以書面通知我方所有與貨物相關的索賠, 逾期我方不再承擔任何責任。

5. Risk/風險

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

貨物損毀和滅失的風險自交付起轉移至貴方, 報價單另有明確規定除外。

6. Title/所有權

Title to the Goods shall not pass to You upon Delivery 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.

我方交付貨物之後, 貨物的所有權轉移至貴方。我方保留租賃和免費租借給貴方使用的貨物的所有權, 貴方應負責保證貨物的安全, 並保證我方不受損害。如果貴方合同項下違約或者破產, 在我方保留貨物的所有權的情況下, 我方保留無需事先通知而重新佔有貨物的權利, 包括為此目的進入貨物所在場所, 若貴方於獲得貨物所有權之前轉售貨物, 我方有權獲得全部銷售收益 (包括收益權或主張該收益), 貴方應當作為信託人持有該銷售收益。

7. Warranty/保證

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.**

如果發現貨物有瑕疵並且貴方在貨物交付後 30 天內通知我方, 我方有權決定接受退貨並 (i) 退款或於購買價格中抵扣; 或 (ii) 經我方檢驗證明在各重大方面不符合貨物規格後, 於工廠 (我方場地) 替換或者修理貨物 (不含希悅爾自其他方購買並轉售的貨物)。本保證明確替代所有其他條件、條款和任何明示、默示或法定的保證 (包括適銷性或特定目的適用性方面的保證)。

8. Limitation of Liability/責任限制

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.

貴方豁免我方其他所有與貨物相關的義務和責任, 包括對任何特殊、附帶、間接、結果性或懲罰性的損害、費用的責任, 包括當不限於經濟損失, 利潤損失, 商業損失, 商譽損失, 收入損失和機會損失。對於協力廠商產品, 我們不做任何聲明保證。該類產品保證由其製造商提供。貴方同意所有我方免費提供的意見是在未檢查貴方環境情況下我方的最佳判斷, 對於貨物是否適合貴方目的並不提供任何擔保或保證。如果貴方沒有聘請我方提供諮詢服務, 貴方應當負責核對總和評估環境適用性。

9. Intellectual Property 智慧財產權

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.

貴方根據本協定購買商品或服務, 我方不授予貴方該商品或服務的任何版權、專利、設計、商標或任何其他智慧財產權的許可或權利, 其中包括但不限於所有工具、材料、模具、設計、模具、軟體、用於準備或生產的或包含在任何商品或任何服務中的工業/智慧財產權或類似物。在此所有智慧財產權 (包括設計、圖紙和專利) 的所有權仍是我方或我方的協力廠商供應商或許可人的專有財產。

TERMS AND CONDITIONS OF SALE (HONG KONG) 銷售條款與條件 (香港)

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.

我方向貴方披露的資料、專有技術、配方、工藝、設計、草圖、照片、計畫、圖紙、規格、樣品、報告、客戶資訊、價目表、研究報告、發現、發明、構想以及與貴方潛在合作之事實及其合作內容，不論該等資訊以何種形式表達，均為我方的專有和保密資訊（“**保密資訊**”）。貴方只能將合同履行過程獲得的保密資訊用於該合同的履行，未經我方事先書面同意，貴方不得向協力廠商披露該合同及保密資訊，也不得為貴方或第三人之利益將保密資訊用作其他目的。貴方違反保密義務的，應(a)賠償因其違約使我方遭受的損失、損害、責任和費用(包括法律費用和律師費)外，(b)支付我方違約金人民幣 100 萬元整，且(c)我方有權隨時取消、終止和解除與貴方之合作關係，無需承擔任何賠償責任。不論合同因何種原因變更、解除、終止，本保密條款將一直有效。

11. Data Security and Personal Data Protection/資料安全和個人資料保護

You shall comply with all applicable laws regarding data security and protection of personal data, including but not be limited to those of Hong Kong and any other relevant jurisdictions. You acknowledge and consent to Our collection and processing of personal data necessary for the performance of the Contract (if applicable), and You have obtained all necessary consents from individuals whose personal data may be processed under this Contract. You should adopt any technical and organizational measures necessary to guarantee the security of personal data 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. You 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 data protection.

貴方應遵守所有適用的資料安全和個人資料保護相關法律，包括但不限於香港和任何其他相關司法管轄區的法律和法規。貴方認可並同意我可收集和處理履行本合同所需的個人資料（如適用），並且貴方已從其個人資料可能根據本合同進行處理的個人處獲得所有必要的同意。貴方應採取任何必要的技術和組織措施，以保證個人資料和其他資料的安全，防止篡改、丟失、處理或未經授權訪問此類資料，同時考慮到相關技術的狀況、所存儲資料的性質及其所面臨的風險，無論此類風險是來自人為行為還是物理或自然環境，並遵守其相應的隱私政策。貴方應賠償我方因貴方未能遵守資料安全和個人資料保護法律或法規而造成的任何損失、損害或責任。

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 Hong Kong 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) For export, You shall provide promptly on request, certifications regarding the intended end-use and end-users of the exported 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 and regulations.

貴方應遵守所有適用的出口管制法律和法規，包括但不限於香港和任何其他相關司法管轄區的法律和法規。除非貴方和我方在書面協議中另有約定，貴方認可並同意：1) 貴方是本合同貨物和服務的最終使用者，貨物和服務不得轉售；2) 如涉及出口，貴方應根據要求及時提供有關出口產品的預期最終用途和最終用戶的證明，以確保遵守適用的出口管制法律，並就任何有關未遵守本條款的調查與我方充分合作；及 3) 如果貴方未遵守本條款，我方可終止本合同。對於貴方未能遵守出口管制法律或法規而導致的任何損失、損害或責任，貴方應賠償我方並使我方免受損害。

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.

我方將盡力滿足期限要求，但是如果我方因為不能從通常來源獲得原材料供應，勞動糾紛、惡劣天氣、戰爭、暴動、動亂、火災、瘟疫、隔離、公共機構的決定或者不作為，天災或者其他超出希悅爾控制的原因（“**不可抗力**”）而導致的延遲或不能滿足期限，不視為違約。我方對於不可抗力造成的違約不負責任。我方保留權利(a) 中止履行並將合同履行時間相應延長，延長時間為不可抗力所造成的延遲的期間，或(b) 取消部分或所有貨物或服務合同訂單未履行部分而無需承擔任何責任。任何一方可以在影響合同履行之不可抗力結束後繼續履行。

14. Assignment/轉讓

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.

合同需經另一方書面同意方可轉讓。對本合同的修改和補充只有經報價單或經雙方簽署方為有效。

15. Governing Law and Dispute Resolution/適用法律及爭議解決

Each Contract and these Terms & Conditions are governed by and interpreted in accordance with the laws of Hong Kong. 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 the Parties agree to submit the dispute to Hong Kong courts of the non-exclusive jurisdiction. The losing party shall bear the legal cost including reasonable attorney's fees.

每個合同以及本條件和條款適用香港法律，並根據其解釋。任何由於本合同發生的或與本合同有關的爭議應通過雙方友好協商解決。若協商不成，雙方均同意向有非排他性管轄權的香港法院訴訟解決。法律費用（包括合理律師費）應由敗訴方承擔。

16. Quantity/數量

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.

預先印製或者非標準的袋子/薄膜等透明包裝材料交付是發生少於 10% 的短缺或者多餘屬於正常交付。如果(a) 訂單少於 5,000 個袋子 (b) 薄膜計數少於 10,000 或者面積少於 900 平方米，短缺或者多餘的區間在 25% 以內視為可接受。

17. Printed Artwork and Composition/印刷圖案及構圖

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.

所有印刷圖案以及構圖根據貴方指令製作，貴方承擔因版權和商標侵權導致的所有責任並且保證希悅爾免受損害。希悅爾將盡最大努力保證圖案和構圖依照貴方指示完成。希悅爾對其中的錯誤不承擔責任。

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.

如本條款和條件的一項或多項規定由於任何原因無效或不可執行的，所有其他規定應保持全部效力。

19. Precedence/優先：

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).

如報價與該條款和條件之間存在任何不一致的，應以該條款和條件為準（但如在報價中附加特定於設備的條款，則該特定條款優先適用於該設備）。

20. Termination/終止：

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.

若協議一方出現以下情形，另一方可書面通知其立即終止合同：(a) 實質性違反合同，且其違約行為在收到另一方的書面通知後持續達三十 (30) 天；(b) 停止正常經營、無力償付債務、轉讓財產、其業務或資產被其他人接收；(c) 其他符合破產法律法規或債權人保護法律法規制約的情形。

21. No Implied Waiver/無默示棄權：

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.

我方未堅持本合同任何條件或條款的嚴格履行，或者延遲行使任何救濟，均不得視為豁免任何條件和條款，違約或救濟。

22. Anti-corruption Laws/反腐敗法律：

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.

貴方同意在開展商務活動過程中接受有關反腐敗法規之約束，保證不向政府官員、我方的任何人員及近親屬或代理人提供、支付或給予任何金錢或有價值物品以獲得或維持業務或不當利益。如我方任何人員或近親屬或代理人向貴方主動要求或暗示貴方提供上述金錢或物品，則貴方應立即向我方人員的上級或人事/法務部門報告。