Terms and Conditions of Sale
销售条款与条件

Unless otherwise agreed in writing and signed by both parties, you, the Company specified on the Quotation ("**You**" or "**Your**") and Sealed Air (China) Co., Ltd. ("**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.
希悦尔（中国）有限公司（"我方"）和报价单中所列公司（"你方"）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（包括但不限于你方预先印制的表格）都视为不适用。本销售条款与相关报价单构成你方相关订单的所有条款（"合同"），你方接受产品或服务的报价、产品或服务的交付和付款，都视为你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。

(1) 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. Risk of loss or damages to Goods purchased will pass on delivery to You unless otherwise specified in the Quotation. 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.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你方。货物损毁和灭失的风险自交付起转移至你方，报价单另有明确规定除外。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你方应付款项之后，货物的所有权转移至你方。我方保留租赁和免费提供给你方使用的货物的所有权，你方负责保证货物的安全，并保证我方不受损害。如果你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，若你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），你方应当作为信托人持有该销售收益。

(2) 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. Prices are subject to change without notice. Quoted price will apply for 30 days or as otherwise specified in the Quotation. We reserve the right to decline an order. Under no circumstances will You withhold any amount due to Us because of a disputed claim or any nature. 你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，该些费用必须由你方支付。 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。价格可以无需通知随时调整。报价自发布之日起 30 天内或其他报价单规定日期内有效。我方保留拒绝订单的权利。任何情况下你方不得因为有争议的索赔而预留应付我方的款项。

(3) 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.如果你方不遵守合同或我方对于你方的财务责任有疑问或你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）要求你方赔偿所有我方为获得应收款而发生的费用。你方无权就任何应收我方款项抵消我方发票款项。

(4) 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，你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。

(5) 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-

WARRANTY: 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. 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. 保证：如果发现货物有瑕疵并且你方在货物交付后 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）。你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。你方同意所有我方免费提供的意见是在未检查你方环境情况下我方的最佳判断，对于货物是否适合你方目的并不提供任何担保或保证。如果你方没有聘请我方提供咨询服务，你方应当负责检验和评估环境适用性

The purchase of Goods or Services hereunder confers no intellectual property rights, title or interest in such Goods or Services to You.
采购产品和服务并不授予你方任何货物和服务有关的知识产权，所有权或其他权益。

(8) 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。

(9) 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. Our failure to insist

delivery or late delivery if such non-delivery or late delivery is caused directly by Our willful default or gross negligence. 如果价格包括货物运输，我方会告知你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。如果你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。如果你方自提货物，则 货物于我方规定地址装载至你方或第三方的车辆或其他运输工具即视为交付。如果你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，我方应承担责任。

(6) 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。

(7) **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，你方应当立即检验和测试货物，你方同意，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），你方不会向我方提出任何索赔。你方应全权负责确定货物是否符合你方预期用途（无论我方是否执行知晓该用途）。你方同意货物交付后 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。**

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. 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。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。

(10) Each Contract and these Terms & Conditions are governed by and interpreted in accordance with the laws of the People's Republic of China.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。

(11) 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 Party B's place of business. The losing party shall bear the legal cost including reasonable attorney's fees. 任何由于本合同发生的或与本合同有关的争议应通过甲、乙双方友好协商解决。若协商不成，双方均可向乙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。

(12) 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。

PRINTING: All printed art work 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你方指令制作，你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你方指示完成。希悦尔对其中的错误不承担责任。

SEALED AIR (CHINA) CO., LTD