

1. GENERAL 总则

- 1.1. The parties to this Contract are the Sealed Air entity named in the Purchase Order (“We”, “Us”, “Our”) and the person or organisation named as supplier in the Purchase Order (“You”, “Your”).
本合同的合同方为采购订单中所述希悦尔的公司 (“我们”“我方”) 和采购订单中所述供应商个人或组织 (“你们”“你方”)。
- 1.2. Subject to clause 3, these Conditions prevail in any conflict between them and the Purchase Order or any authorised contract with Us.
在符合第 3 条规定的情况下, 如果条款与采购订单或者授权合同不一致, 以本条款为准。
- 1.3. No variation of this Contract is legally binding upon either party unless in writing and signed by both parties.
本合同所有变更必须经双方书面签署方具法律约束力。

2. ACCEPTANCE 接受

- 2.1. You are taken to have accepted the terms and conditions of this Contract by indicating Your acceptance by oral or written communication to Our nominated contact officer, or by Your conduct that is consistent with the existence of a contract. For example, where You start to perform Your obligations under the Contract even though You have not expressly advised Us of Your acceptance, 你方通过口头, 书面往来或者与合同存续一致的行为向我方指定合同负责人表示对合同的接受, 即视为已经接受本合同的条件和条款。譬如, 虽然你方尚未向我方明确表示接受, 但是你方开始履行合同义务。
- 2.2. “Contract” means an authorised contract with Us, created by the Purchase Order and these Standard Terms and Conditions.
“合同”指根据采购订单和本标准条款和条件构成的你我之间的授权合同。

3. SPECIAL CONDITIONS 特别条件

- 3.1 The Contract includes any Special Conditions referred to in the Purchase Order. If any such Special Conditions are inconsistent with the conditions of the Contract or any other authorised contract, the Special Conditions will, to the extent of the inconsistency, prevail.
本合同包括本采购订单所含任何特别条件。如果特别条件与合同或其他授权合同的条件不一致, 以特别条件中不一致部分为准。

4. SERVICES 服务

- 4.1. You must at all times perform any services specified in the Purchase Order (“Services”) with all reasonable care and skill and, where applicable to a high standard in accordance with relevant best practice.
你方必须始终以合理的细心和技能, 或者与相关最佳实践一致的高标准 (如适用) 履行采购订单所述服务 (“服务”)。
- 4.2. You must perform the Services in accordance with the specifications, including any timeframe, set out in the Purchase Order.
你方必须根据采购订单的规定 (包括时间期限) 履行服务。
- 4.3. The Services must be free from defects in performance and be complete according to the specifications of the Contract.
履行服务不应存在瑕疵, 且应当按照合同规定提供。
- 4.4. If the Services are not provided according to such specifications under the Contract, We may, by notice, require You to remedy any default in the performance of the Services, redo the Services or complete the Services, at no additional cost to Us, or We may terminate the Contract as provided in clause 16 below.
如果所提供的服务没有按照合同规定, 我方有权通知要求你方在不增加我方费用的前提下, 纠正服务中的缺陷, 重做服务或完成服务, 或者根据下列第十六条终止合同。
- 4.5. Where You fail to remedy Your default in performance, complete the Services, or redo the Services within 30 days after notification by Us under subclause 4.4, We may perform the work or have it performed, the cost of which will be offset against any fees payable to You under the Contract, but where the costs exceed any remaining payments under the Contract, We may recover the cost from You.
如果你方未能在通知后三十天之内根据 4.4 条纠正你方的合同履行的缺陷, 完成服务或者重做服务, 我方可以自行完成或者请人完成相关工作, 并从合同项下应付你方的费用中扣除上述发生的花费。如果上述花费超出合同项下所有应付你方的费用, 则我方有权向你方索回该部分花费。

5. GOODS 货物

- 5.1. Any goods specified in the Purchase Order (“Goods”) must be free from defects in performance, must be of satisfactory quality, and must meet their purpose and be complete.
采购订单所列的货物 (“货物”) 必须没有瑕疵, 质量令人满意, 满足预期目的而且完整。
- 5.2. The Goods must be delivered in accordance with any specifications, including any timeframe, set out in the Purchase Order.
货物必须根据采购订单的规定 (包括时间期限) 交付。
- 5.3. We may inspect the Goods at any time.
我方可以在任何时候检验货物。
- 5.4. If there is a defect in the Goods or the Goods are not delivered in accordance with the specifications, We shall be entitled to reject any Goods supplied in whole or in part which are not in accordance with the Contract, or We may by notice require You to remedy the defect, or complete the Goods, at no additional cost to Us.

如果货物存在瑕疵，或者货物未能根据规定交付，我方有权全部或者部分拒收不符合合同规定的货物，或者通知要求你方在不增加我方费用的前提下纠正缺陷或完成货物。

- 5.5. If the Goods do not meet their purpose or are not in accordance with the Contract, We may by notice require You to replace the Goods at no additional cost to Us.

如果货物不能满足预期目的或者与合同约定不符，我方有权通知要求你方在不增加我方费用的前提下更换货物。

- 5.6 Where You fail to remedy a defect in the Goods, complete the Goods, or replace the Goods within 30 days after notification by Us under subclauses 5.4 and 5.5, We may perform or have performed the necessary work and recover the cost from You.

如果你方未能在我方通知后三十天之内根据 5.4 条和 5.5 条纠正货物缺陷，完成货物或者更换货物，我方有权自行完成或者请人完成必要工作，并向你方索回花费。

- 5.7 **Without additional cost to Us, You must provide reasonable access to Your premises and all other necessary assistance for Our representatives to inspect any manufacture or assembly of Goods.**

在不增加我方费用的前提下，你必须合理开放你方的场所并提供必要协助使我方的代表可以检验货物生产和装配。

- 5.8 **If We require, You will submit samples of Goods, and You must not proceed to bulk manufacture until We have approved the samples.**

如果我方要求，你必须提供货物样品，样品未经我方确认，你方不得擅自生产。

- 5.10 **We do not accept Goods, even after payment of the relevant invoice until We have had a reasonable time, at least 30 days to inspect the Goods following delivery, or during use in the case of latent defect(s).**

除非我方已获得合理时间对货物进行检验（合理时间指货物交付后至少三十天，如果是潜在缺陷的情况则为使用期间），否则即便我方已经支付相关发票，也不得视为我方接受货物。

- 5.11 A full description of the Goods must appear clearly and legibly on the outside of every package. If the Goods are hazardous they must be clearly marked with the proper hazard labels in accordance with applicable law and international standards.

每个包裹外部必须详尽并且清晰地描述货物。如果货物为危险品，必须根据适用法律和国际标准清晰标记正确的危险品标签。

- 5.12 You shall pack the Goods appropriately for delivery to Our address and shall be responsible for any damage caused by inadequate packaging and improper loading.

你方应当选用适合交付我方地址的包装，并对包装不足和装卸不正确导致的损失负责。

6. **PASSING OF TITLE & RISK 所有权和风险转移**

Property in, and risk of loss or damage to, the Goods passes to Us when the Goods are delivered to Us unless consignment terms are otherwise agreed in writing by the parties. In case of technical equipment, the risk shall transfer to Us only after inspection and functional testing has been undertaken with satisfactory results. You shall at your own cost, take out all necessary insurance policies with a reputable insurance company to insure the Goods until risk passes to Us. On request, You will provide Us with copies or certificates of such insurance as evidence of compliance with this clause 6.

货物的所有权，灭失和损坏的风险于交付至我方时转移，双方书面同意的寄售条款除外。如果是技术设备，风险应当于成功通过验收和功能测试后转移。你方应当自费向有良好声誉的保险公司购买所有必要保险，将货物投保直至风险转移至我方。如我方要求，你方应向我方提供上述保险或保险证书，佐证你方遵守本第六条。

7. **WARRANTY 保证**

- 7.1. You warrant to Us that the Goods:

你方向我方保证，所有货物：

- (a) will be of merchantable quality, free from all latent and patent defects and fit for any purpose held out by You or made known to You in writing at the time the Purchase Order is placed by Us;
质量适合销售，不存在任何潜在和明显的缺陷且适用于你方所述或我方发出书面采购订单时告知你方的目的；
- (b) will meet and conform to any and all relevant specifications under the Contract;
满足并且符合所有合同项下相关规格；
- (c) will comply with all statutory laws and regulations relating to the supply of the Goods and Services; and
遵守有关货物和服务供应的法律法规；以及
- (d) will not infringe any intellectual property or other rights of any third party.
不侵犯任何第三方的知识产权和其他权益。

- 7.2. The warranty period commences on the date of delivery or acceptance of the Goods, whichever is the later, and shall be valid for 90 days, or the length of Your or the manufacturer's standard warranty period, whichever is longer ('Warranty Period').

保证期始于货物交付或者接受的日期，以较晚者为准，有效期为 90 天或你方和制造方的标准保证期，以较长者为准（“保证期”）。

- 7.3. You warrant that You are the legal and beneficial owner, and will convey good title of the Goods, free from any third party interests.

你方保证你方是货物的合法所有者，将转让完整的货物所有权，而且不侵犯任何第三方权益。

- 7.4. You warrant that during the Warranty Period, the Goods are free from defects in design, materials and workmanship.

你方保证在保证期内，货物的设计，材料和工艺不存在瑕疵。

- 7.5. If We, within a reasonable time after acceptance, give You notice of any defect or omission discovered in the Goods during any warranty period, You must, during the Warranty Period, remedy defects in warranted Goods by repair, replacement or modification. You must meet all costs incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.

如果我方，在接受货物后合理时间内，通知你方在保证期内发现了货物的瑕疵和缺失，你方必须在保证期内，修理，更换或改进被保证货物以纠正瑕疵。你方必须支付所有为履行保证义务所发生的花费，包括包装、运费、拆卸和重装的花费。

- 7.6. Where You fail to rectify a defect covered by warranty within 30 days after notification by Us, We may perform, or have performed, the necessary remedial work, and all costs and outgoings incurred will be reimbursed to Us by You.
如你方未能在我方通知后 30 天内纠正保证所覆盖的瑕疵, 我方可以自行或者请人采取必要的纠正工作, 你方必须偿还我方因此发生的所有花费。
- 7.7. You warrant that We are free to use the Goods or any product of the Services once delivered to Us.
你方保证, 货物以及服务的产品一旦交付, 我方可以自由使用。
- 7.8. You indemnify Us in full against all claims, liability, fines, loss, damage, costs and expenses (including legal expenses and attorney fees) incurred by Us as a result of or in connection with:
你方同意全额赔偿我方因为如下原因发生的所有索赔、责任、罚款、损失、损害、花费和开支(包括法律和律师费用):
- (a) breach of any warranty given by You ;
违反你方承诺的保证 ;
 - (b) any claim that the Goods and/or Services infringe, or their importation, use or resale infringe the intellectual property or other rights of any other person/entity;
任何有关货物和/或服务侵犯, 或货物和/或服务的进口、使用和转售侵犯任何第三人/方的知识产权或其他权益 ;
 - (c) any act or omission, including delay, by You or Your employees, agents or sub-contractors in supplying, delivering, and installing the Goods and/or Services; and
你方或你方员工, 代理和分包商在提供、交付和安装货物和/或服务的任何作为或不作为(包括迟延); 以及,
all claims made against Us for losses, damages or expenses sustained by Our agents, customers or third parties to the extent that this arose from by Your supply of the Goods and/or Services.
所有因为你方提供货物和/或服务导致我方代理、客户或第三方要求我方赔偿其发生的损失、损害和费用。

8. CONTRACT PRICE 合同价格

- 8.1. The contract price for the Goods or Services specified in the Purchase Order includes all applicable VAT taxes.
采购订单中所规定的货物和服务的合同价格已包含所有适用增值税税额
- 8.2. Subject to clause 8.1 You will be liable for all taxes, duties or government charges relating to the delivery of the Goods or performance of the services. Contract price may be increased only with Our prior written consent.
符合第 8.1 条规定的情况下, 你方应当负责所有与交付货物或者提供服务的税费, 规费或其他政府收费。只有经我方事先书面同意方可提高合同价格。

9. INTELLECTUAL PROPERTY 知识产权

- 9.1. Intellectual property includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include moral rights (being the rights of attribution and integrity of authorship and the right not to have authorship falsely attributed) or the rights of performers.
知识产权包括所有著作权(包括录音制品和广播制品), 和发明相关的所有权利(包括专利), 植物品种, 已注册和未注册的商标(包括服务商标), 设计, 电路布局以及其他所有源自工业, 科学, 文学或艺术领域的智力活动的权利但是不包括著作人身权(即保护作品完整权益和署名权)或者表演者权利。
- 9.2. Unless otherwise agreed or notified between the parties all intellectual property created under the Contract and relating to the Goods or Services is, from the time of creation of the right, owned by Us.
除非双方同意或通知, 所有合同创建的与货物和服务有关的知识产权自权利创建日起归我方享有。

10. INDEMNITY AND INSURANCE 赔偿和保险

- 10.1. You indemnify Us, against all loss, damage, injury or expense We may sustain or incur as a result, whether directly or indirectly:
你方同意赔偿我方因为如下原因直接或间接发生的所有损失、损害、伤害和开支:
- (a) of any breach of this Contract including any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Our receipt or use of the Goods or Services; or
违反本合同, 包括任何因为我方收到和使用货物或服务引起的指控我方侵犯专利, 版权, 已注册设计, 商标或其他知识产权的诉讼和索赔; 或
 - (b) of any act or omission involving fault on Your part in relation to the provision of Goods or services under this Contract.
根据合同提供货物或服务时你方存在过错的作为或者不作为。
- 10.2. You will, for so long as any obligations remain in connection with this Contract, effect and maintain appropriate insurance policies. Upon Our request, You will provide Us with proof of insurance acceptable to Us.
如你方在本合同下仍有持续义务, 你方必须购买合适有效的保险。若我方要求, 你方应当提供我方可以接受的保险证明。

11. DISCLOSURE OF INFORMATION 信息披露

- 11.1 You, Your employees or agents, must not disclose or make public any information or material acquired or produced in connection with the Contract without Our prior written approval.
未经我方书面同意, 你方、你方员工和代理, 不得披露或公开任何根据合同获得或生产的信息和材料。
- 11.2 You shall keep in strict confidence, and shall not disclose to any third party, all technical know-how, inventions or processes and any other confidential or commercially sensitive information concerning Our business, which has been disclosed to or obtained by You from Us.

你方必须严格保密，不得向任何第三方披露任何由我方披露给你方或者你方自我方获得的技术诀窍，发明或流程以及其他有关我方业务的保密或商业敏感信息。

11.3 On request, You shall immediately return to Us all confidential or commercial sensitive information, which has been provided to You by Us.

若我方要求，你方应当立即归还所有我方提供的保密信息和商业敏感信息。

12. CONFLICT OF INTEREST 利益冲突

12.1 You warrant that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of your obligations under the Contract. If, during the term of the Contract, a conflict or risk of conflict of interest arises, You undertake to notify Us immediately in writing of that conflict or risk.

你方保证，签订本合同之日不存在任何利益冲突，履行本合同过程中利益冲突也不太可能出现。如果合同期间出现利益冲突或有出现的风险，你方保证立即书面通知我方该冲突或风险。

13. GOVERNING LAW AND DISPUTE RESOLUTION 准据法和争议解决

13.1 The existence, validity, execution and any dispute arising out of or in connection with the above shall be governed and construed by the laws of the People's Republic of China. Any dispute arising out of or in connection with the Contract shall be resolved amicably between the parties, failing which either party may submit the dispute to a people's court having competent jurisdiction.

本合同的成立，其有效性，解释，签署和解决与其有关的一切纠纷应受中国法律的管辖并依据中国法律解释。任何由于本协议发生的或与本协议有关的争议应通过各方友好协商解决。若协商不成，各方均可向买方所在地有管辖权的人民法院提起诉讼。

14. PAYMENT 付款

14.1 We will pay for the Goods or Services according to payment terms specified in the purchase order. The payment period will commence following the last to occur of Our acceptance of the Goods or the satisfactory provision of the Services and receipt of a correctly rendered invoice. If this period ends on a day that is not a business day, payment is due on the next business day.

我方根据采购订单规定的支付条款进行支付。付款期自我方接受货物或服务满意完成并收到正确出具的发票开始，以较晚者为准。如果该期间结束当天并非工作日，则付款应于下一个工作日到期。

14.2. An invoice is correctly rendered if it is sent to the address specified by us, is complete, it contains Your bank account details (if these have not previously been provided to Us), the amount has been calculated in accordance with prices set out in the Purchase Order and, where explanation is necessary, accompanied by documentation substantiating the amount claimed.

正确出具的发票指该发票发送至我方规定的地址，完整且附有我方银行账号明细（如果之前未曾提供），根据订单规定的价格计算的金额，如果有必要解释，则随附文件证明需支付的金额。

14.3. If VAT applies, You must give Us a tax invoice to enable Us to claim an input tax credit.

如果需要支付增值税，你方必须向我方提供税务发票供我方申请进项税抵扣。

15. SUBCONTRACTING AND ASSIGNMENT 分包和转让

15.1. You must not, without Our prior consent in writing, subcontract the whole or any part of the work under this Contract. Despite any approval to sub-contract, You remain fully responsible for the performance of Your obligations under the Contract.

未经我方书面同意，你方不得分包本合同下全部或者部分工作。即使同意你方分包，你方仍应对合同下所有义务全部负责。

15.2. You agree to make available to Us, if We request, details of all subcontractors engaged by You in the performance of this Contract, and You acknowledge (and agree to inform subcontractors) that we may publicly disclose the names of all subcontractors engaged.

你方同意，如果我方要求，你方将提供执行合同使用的所有分包商的情况。你方确认并同意告知分包商，我方可能公开披露使用的所有分包商。

15.3. You must not, without Our consent in writing, assign Your rights under this Contract. Any purported assignment without such consent shall be null and void.

未经我方事先书面同意，你方不得转让合同项下权利。任何未经同意的转让均无效。

16. TERMINATION 终止

16.1. **We may terminate this Contract or reduce the scope of Goods or Services by giving You 30 days' prior written notice.**

我方可以提前三十天书面通知你方终止本合同或缩减货物和服务的范围。

16.2. **We may immediately terminate this Contract or reduce the scope of the Goods or Services by giving 14 days prior written notice to You;**

如果发生下列事件，我方可以提前十四天书面通知你方立即终止本合同或缩减货物和服务的范围：

(a) **if You are in breach of the Contract or outstanding Purchase Order;**

如果你方违反合同或尚未完成的订单；

(b) **if at any time You become insolvent or if any bankruptcy proceedings are instituted against You or if any receiver or administrator is appointed to Your business;**

如果任何时候，你方已破产、进入破产程序或者已经为你方指定接管人；

(c) **if You cease or threaten to cease to carry on business.**

如果你方停业或者即将停业。

16.3. **On such termination We can:**

合同根据上述情况终止后，我方可以

(a) **cease payments under the Contract;**

停止支付合同款项；

(b) **recover from You all sums paid for Goods or Services not provided;**

向你方索回尚未提供货物和服务但已经支付的所有款项；

- (c) **purchase similar services from alternative suppliers and claim by way of indemnity from You any loss it may incur in doing so; and 向其他供应商购买相似服务并要求你方赔偿因此造成的损失；以及**
- (d) **Only pay You for Goods and Services that have been properly rendered under this Contract. 仅支付根据本合同正常提供的货物和服务。**
- 17. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY 否认雇员、合作或代理关系**
You will not represent Yourself to be, and must ensure that none of Your employees or agents represent themselves to be, Our employee, partner or agent or otherwise able to bind or represent Us in performing Your obligations under the Contract.
履行本合同义务时，你方不得声称你方，并保证你方雇员或代理不得声称他们为我方的员工，合作伙伴或代理，也不能声称可以约束或者代表我方。
- 18. COMPLIANCE WITH LAWS 遵守法律**
- 18.1. You must (a) comply with and ensure that your employees, agents, contractors and subcontractors (“**Personnel**”) comply with all local applicable laws and regulations. Without limitation to the generality of the foregoing, You will comply with the Anti-Graft and Corrupt Practices Act, United States Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2012 (together “**Relevant Requirements**”); (b) comply with standards equal to or better than Sealed Air’s Code of Conduct that can be found at <http://www.sealedair.com/code-conduct>; (c) to the extent that Your Personnel enter on Our site or property, ensure that such Personnel comply with Our health, safety and environmental policies and are aware that they enter onto Our sites at their own risk. You must, when using Our premises or facilities, comply with all security and office regulations in effect at those premises or in regard to those facilities, as notified by Us.
你方必须(a)遵守并且保证你方员工、代理、和分包商 (“**人员**”) 遵守所有当地适用法律法规。不仅如此，你方应当遵守打击贪污和腐败行为法，美国 1977 反海外腐败法和英国 2012 反贿赂法案（合称“**相关要求**”）；(b)遵守相当或者高于希悦尔行为准则的标准，该准则内容载于如下网站 <http://www.sealedair.com/code-conduct>；(c) 若你方人员进入我方场地，需确保上述人员遵守我方的健康、安全和环保制度，确保其知晓应自己承担进入我方场地的风险。你方使用我方场地或设施时，必须遵守我方通知你方的所有该场地或设施有效的保安和办公室规则。
- 18.2. Notwithstanding the foregoing, Our parent company is a US company so all Our business and that of Our suppliers and distributors are subject to export compliance laws of the United States of America in addition to local laws. You will ensure that You comply with all applicable laws relating to trade compliance.
不仅如此，我方母公司为美国公司，我方及所有供应商和经销商业务均受当地法律和出口管制法律限制。你方必须保证你方遵守所有与贸易管制相关的适用法律。
- 19. MISCELLANEOUS 其他**
- 19.1 If any clause in this Contract is or becomes inoperative, the validity of this Contract and the Purchase Order as a whole shall not be affected.
如果本合同任一条款不可执行，不影响本合同及采购订单其余条款。
- 19.2 No failure or delay by Us in exercising any right under the purchase order shall operate as a waiver of such right nor shall any single or partial exercise of any right preclude the exercise of any other right. No waiver shall be valid unless such waiver is in writing signed by Us.
我方未能或者迟延履行行使采购订单下的任何权利不代表我方放弃该权利，单一或者部分行使上述权利也不应排除以后行使其他权利。任何豁免均应由我方书面签署，否则无效。
- 19.3 **This Contract is written in both English and Chinese. In the event of any discrepancy, the English version shall prevail. 本合同以中英文书就。若有冲突之处，以英文为准。**