

## 自動購貨計劃申請合約

## **Autoship Program Registration Contract**

機智滙集有限公司: 香港九龍長沙灣道833號長沙灣廣場二座八樓813室

**Organic Vision Limited**: Suite 813, Tower 2, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon

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本人申請參加機智滙集有限公司(「機滙」)自動購貨計劃(「本計劃」)·本人明白及同意參加本計劃每月自動訂購機滙產品達最少680分業積額·可享有本計劃的優惠·即可享批發價之95折優惠(需自行提貨)或免費送貨。(如選海外送貨·可獲95折優惠·但需付運送費用。)

請注意·如果你想終止您的自動訂貨合同·你可隨時做·但你必須按照以下的正確步驟:在合約期間獲得的裨益(5%的折扣·和/或免費送貨上門的費用)必須退回。機滙有權凍結您的帳戶·直到全部金額已退回。

I hereby apply to join the Organic Vision Limited ("OV") Autoship Program (this "Program"). I understand and agree that I shall qualify for the benefits that participants in this Program enjoy by placing a continuing order for my favorite OV products at a minimum of 680 BV every month. I can enjoy 5% discount on my preselected products when I choose to pick up my products OR enjoy FREE delivery (If oversea delivery is chosen, I can enjoy 5% discount within delivery fee.)

Please note that if you wish to terminate your Autoship contract, you may do so at any time but you must follow the proper procedure which are as follows: All benefits earned during this period (5% discount and/or value of free delivery) must be paid back to Organic Vision. Organic Vision reserves the right to freeze your account until the full amount owed is paid back.

直朝冏央义姓名 Distributor Name (English)	且朝尚號場 Distributor Co	ae	柳紫电站 Contact i	number	
本計劃開始日期 Commencement date for your Autoship					
請選擇一個日子在每月1日至28日起生效(不是29日至31日	)。12個月後期滿,但將自	動續期12個月,除非	機滙收到本人的不總		
Please choose a commencement date between the 1st to 28th					will be
automatically renewed for another 12 months unless Organic					
本計劃由 Beginning on: DD MM	YY				
請選擇一種收取產品的方法 (自取或送貨) Please select one	e method of product retrie	val (Pick up or delive	ry)		
本人將會親蒞公司提貨·並享95折優惠 (自動購 I shall come to <b>pick up</b> the products at OV to enjoy			st one day before you	r monthly Autos	ship)
<b>將貨品送往下列地址</b> (不適用於離島、大嶼山東 收貨品・本公司將不會再送貨。 收貨人需親臨本		期將於每月扣數日後	3-5個工作天內送抵	,如送抵時未有	人接
Please <b>deliver</b> products <b>free</b> of charge to the follow	wing address: (Not applicab				
Wan and worldwide. Delivery date shall be from 3-1 available at the delivery address, that month's proc					being
備註 : 只填寫以下部分,如果你選擇上面的選項2。 Note: Only fill the below section out if you have picked opti	on 2 above.				
收貨人 Ship to (name)		話 Contact Telephor	ne Number		
•					
送貨地區 Delivery Area		送貨費用 Deliver	y Fee		
香港 / 九龍 / 新界 Hong Kong / Kowloon / New Territories		免費送貨 (價值 HK\$150) FREE delivery (worth HK\$150)			
離島 / 大嶼山東涌 / 馬灣 / 全球 Outlying islands / Tung Chung / Ma Wan / Worldwide		自行提貨 / 請查詢運費 Collect / Ask for quote of delivery cost			
聲明 Declaration	辦公室使用	For office use			
本人謹此聲明本人已閱讀並完全明白自動購貨計劃條件及規	規章・並同意	A V			
遵守此條件及規章為機滙自動購貨計劃申請合約(「本合約份。		_ ^ V			
I hereby declare that I have read and fully understand and shal					
the Autoship Program Terms and Conditions, which form Organic Vision Autoship Program Registration Contract (this "A					
直銷商簽署 Distributor's Signature					
	職員簽署 S	taff Signature	批准日期 Approv	al Date (DD/ <u>M</u> N	I/YY)
日期 Date (DD/MM/YY):	職員簽署 S	taff Signature	批准日期 Approv	al Date (DD/MN	I/YY)
日期 Date (DD/MM/YY):	職員簽署S	taff Signature	──批准日期 Approv ── ──	al Date (DD/MN	I/YY)

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## **Autoship Program Terms and Conditions**



This Program is an arrangement by which an Organic Vision ("OV") distributor (the "Independent Distributor") becomes a participant of this Program and places a continuing order for a Pre-Selected Autoship Default Products to be paid by his/her or immediate family member's credit card. By signing this Agreement, the Independent Distributor ("I") agree to the following terms and conditions ("these Terms and Conditions"):

本計劃乃一項供機滙直銷商(「獨立直銷商」)參與·並透過使用其本人或直系親屬之有效的信用咭持續付款購買預選產品的安排。本合約一經簽署·有意參與本計劃的直銷商(「本人」)同意遵從下列條款與規章(「此等條款與規章」):

- 1.I understand and agree that I must be 18 years old or above to sign this Agreement. I shall show and hand in my identity documents to OV for verification. I understand that if I refuse to hand in identity documents, my application for OV Autoship program may be accepted or rejected by OV at its sole discretion. 本人明白並同意參與本計劃必須年滿 18歳。本人將向機滙出示及遞交身份証明文件。本人明白如本人拒絕遞交身份証明文件或資料、機滙絕對有權接受或拒絕本人申請。
- 2. I will fill in the Autoship Amendment Form and come to the Office to pay for my Next Autoship order or I will use the Backoffice Autoship Amendment page to pay for the Next Autoship purchase order, provided that any amendment must result in a BV the same or higher than 680BV. 本人會填寫更改自動購貨申請表及前往公司櫃位繳付或會用電子商務的更改自動購貨版頁繳付我下次自動購貨訂單,而所提出的任何更改,最終會符合總業績額會達到680 BV或以上的要求。
- 3. If I have elected to collect the Autoship Products under this Agreement, I understand to do so within the period notified by OV (i.e. 7 days). If I have elected to have the Autoship Products delivered or shipped to a delivery address but fail to take delivery of the Autoship Products on the date OV has notified me, I understand that no re-delivery shall be made by OV and I understake to collect the Autoship Products from OV or pay for extra shipping fee charged by shipper. 如本人根據本合約選擇自動領取·本人明白本人需於機滙指定的期間內(即7天內)到取。如本人選擇送貨至某一指定地址·但本人未能按機滙通知本人的送貨日收取自動購貨產品·本人明白機滙不會再送貨·本人同意親蒞機滙提取自動購貨產品或繳付額外送貨的費用。
- 4. I understand and agree that the price of the Autoship Products under this Agreement may change due to repackaging, improvements or other reasons. When such price changes occur, OV shall notify me of any price change and, unless I direct OV in writing to do otherwise by serving OV prior written notice in the prescribed format before my monthly payment to take effect the next purchase, OV shall continue to send me the Autoship Products at the new price and I shall be deemed to be agreeing to purchase the Autoship Products at the new price. 本人明白並同意自動購資產品的價格可能基於貨品重新包裝、改良或其他因素而出現變更。如貨品價格需作改動,機滙將通知本人有關價格的調整,除非機滙於某一個月的扣數日前收到本人合乎機滙格式的通知,於下次另作安排,否則機滙將根據調整後之價格繼續本人提供自動購資產品,而本人亦將視為同意以調整後之價格購買預選產品。
- 5. I understand and agree that my termination of this Agreement belonging to me during the period of this Program shall result in the revocation of the discount or free delivery received under this Program and the total amount of the discount given and the worth of the delivery will be directly refunded to OV by me or shall be automatically charged to the credit card. OV reserves the right to set off the amount of discount against any bonuses payable by OV to me or take such other action as it deems necessary. 本人明白並同意,如本人於本計劃期間取消本合約,可導致機滙馬上撤銷本人於本計劃享有的折扣優惠或免費送貨服務,同時,機滙會向本人索取或自本人或直系親屬之信用咭扣取本人已於本計劃享有的折扣優惠及送貨服務費用之總數。機滙亦有權將優惠折扣及送貨價值之總數自機滙要付與本人的獎金中抵銷。
- 6.1 understand and agree that OV is entitled to terminate this Agreement without prior notice if I breach any of these Terms and Conditions. If this Agreement is terminated for whatever reason, I may re-apply from Backoffice or apply to OV to join this Program again by submitting a new OV Autoship Program Registration Contract which application may be accepted or rejected by OV at its sole discretion. If OV accepts such re-application, OV is entitled to require me to first pay to OV the total amount of the discount previously enjoyed by me if unpaid and OV is entitled to impose any further condition that OV may deem fit. 本人明白並同意,如本人違反此等條款及規章的任何一項,機 滙有權毋須作事前通知而解除本合約。如本合約因任何理由而被終止,本人可從電子商務中心或向機滙遞交一份新的自動購貨計劃申請合約,申請重新參加本計劃, 唯機滙絕對有權接受或拒絕本人申請。如機滙接受本人重新參加的申請,機滙有權要求本人先支付本人之前享有的優惠折扣及送貨服務費用之總數的欠款,機滙亦有全權額外要求本人符合其他條件。
- 7.I understand and agree that if I do not wish this Agreement to be automatically renewed under the same terms and conditions at its expiry date, OV must receive my written notification not to renew 30 days prior to the expiry date of this Agreement, otherwise, OV has the right to automatically renew my Autoship made under this Program for a further twelve (12) months under the same terms and conditions of this Agreement 本人明白並同意·若本人不希望本計劃於期滿日後自動續期,機滙必須於期滿30日前接到本人書面通知・取消本計劃。如本人未能及時通知・則機滙有權根據本合約之條件及規章於期滿日起自動續期十二(12)個月。
- 8. In the case you forgot to make your Autoship purchase and still wish to continue, you must follow the following steps. (a) Purchase a wholesale order of 680 BV or higher on the day of your original delivery date for that month, (b) Reapply for a new autoship within 30 days of your wholesale purchase. In such a case, you will not need to refund any discounts you enjoyed during your contract. However your Autoship delivery date will be changed to your new one based on your application. Otherwise you will be required to return any discounts you enjoyed. 如果您忘記進行(當月)自動購貨.仍然希望繼續該 計劃,則必須執行以下步驟。(a) 在(當月)自動購貨生效日當天購買680BV或以上的批發購貨訂單。(b) 在批發購貨後的30天內重新申請新的自動購貨計劃, 在這種情況下,您無需退還原有合同期間享受的任何折扣。 但是,根據您的申請,您的自動購貨生效日將更改為新日期。 否則,您將被要求退回您原有合同期享受的所有折扣。
- 9. I understand and agree this Agreement does not supersede or modify in any way the terms and conditions of my Independent Distributor Agreement or their amended version entered into with OV. 本人明白並同意本合約於任何情況下均不會取代或修訂本人與機滙簽訂的獨立直銷商協議(及其更改版本)的任何條件和規章。
- 10. All Autoship Products ordered under this Program can be refunded/replaced if it meets the requirements set out in Organic Vision's Policies and Procedues (see). 透過本計劃所購買的自動購貨產品,不接受退貨換款 (但可依機滙政策與程序規則更換同一產品),除非機滙另作決定。
- 11. OV has the right to remind me to make any amendments and pay for my Next Autoship. 機滙有權提醒及通知本人有關修改自動購貨產品及繳付下次自動購貨等事宜。
- 12. OV has the right to edit this Agreement from time to time and to notify me of any policies and procedures related to this Program prescribed by OV from time to time ("OV AutoShip Program Policies and Procedures") and I shall be deemed to agree to such amendment and OV AutoShip Program Policies and Procedures unless OV receives my written objection before the expiry of the notice period. 本人明白機滙有權修改本合約、及通知本人關於機滙訂立任何與本計劃有關的政策和程序 (「機滙」自動購貨計劃政策及程序) 及其修改。除非機滙於通知期內收到本人書面反對,否則本人將被視為同意「機滙」自動購貨計劃政策及程序及其有關修訂。自動購貨等事宜。
- 13. This Agreement is written in both Chinese and English versions. In case of any inconsistency between the two versions, the English version should prevail. 本協議有中、英文兩個版本·若兩版本有任何差異·以英文版本為準。
- 14. In this Agreement, "Working Days" means the days that banks in Hong Kong are open for business, other than Saturdays. When certain action to be performed on a day that falls on a non-Working Day, the action shall be performed by the following Working Day. A notification to be given to me by OV under this Agreement may be given in writing or verbally or by electronic means. If notice is given to me in writing, it shall be deemed received when posted to my address last known to OV, if verbally, when a message is sent to my voicemail of my telephone or mobile phone number last known to OV; if sent to me by electronic means, when transmitted to my email address last known to OV or transmitted to me by other electronic means. A notification given to OV by me shall be treated as given if actually received by OV in writing, and in the prescribed form where applicable. 於本合約,「工作天」指香港銀行開門營業的日子,但星期六不算在內。如有某項行動要在某日完成但該日並非工作日,則該項行動會於下一個工作日完成。機滙給本人的通知可用書面或口頭或電子方式傳遞。如機滙用書面通知,可寄出至機滙知悉之本人地址,及於寄出日生效;如用口頭通知,可向機滙知悉之本人電話或無線電話送出留言,及於送出時已當作有效;如用電子方式傳遞,則可輸送給機滙知悉的本人電子郵箱,及於輸出時生效,或用其他電子傳遞的方式輸出時生效。如本人發送通知給機滙,則於機滙實際收到本人書面通知才作實,及需用機滙指定的格式。
- 15. Failure by OV to take action against me for any breach of this Agreement should not be a waiver of OV's right of action in the future. 若直銷商違反本合約和「機滙」自動購貨計劃政策及程序之任何條款,而機滙未有採取行動,並不表示機滙放棄日後要求本人履行之權利。
- 16. This Agreement and the OV Autoship Program Policies and Procedures, both as amended from time to time, shall be the final document describing the understanding and agreement regarding this Program between OV and me. If there is any discrepancy between any clause of this Agreement or the OV Autoship Program Policies and Procedures and the oral interpretation made to me by another Independent Distributor or an employee of OV, the clause of this Agreement or, as the case may be, of the OV Autoship Program Policies and Procedures shall prevail. 本合約及「機滙」自動購貨計劃政策及程序為直銷商和機滙之間關於本計劃的最終協議。如本合約的條款或「機滙」自動購貨計劃政策及程序的條款與機滙其他獨立直銷商或機滙職員所作之口頭說明有任何不同,概以本合約條款和有關的「機滙」自動購貨計劃政策及程序條款為準。
- 17. If any clause of this Agreement or of the OV Autoship Program Policies and Procedures is declared invalid or unenforceable, only that clause is invalid or unenforceable. The invalidity or unenforceability shall not affect the remainder of this Agreement or the OV AutoShip Program Policies and Procedures. 如本合約或「機滙」自動購貨計劃政策及程序之任何條款被宣稱無效或無法強制執行,則僅限於該條文,不影響其他條文。
- 18. This Agreement shall be governed by the Laws of the Hong Kong Special Administrative Region. 本合約以香港特別行政區法律管轄。