

**Title: MLXCI Standard Terms and Conditions of Purchase Orders****STANDARD TERMS AND CONDITIONS OF MLXCI-ISSUED PURCHASE ORDER**

This purchase order (“PO”), which includes the following standard terms and conditions along with any specific terms and provisions, constitutes the sole and exclusive agreement for the purchase of goods and/or services by Moses Lake (Xi’an) Chemical Industries, from seller or service contractor (“Vendor”).

These standard terms and conditions for MLXCI POs are effective for all MLXCI POs issued on or after the Rev. Date noted in the header of this document and supersede all other previous versions of standard terms and conditions issued before the Rev. Date noted in the header of this document.

To the extent that specific terms and provisions contradict the standard terms and conditions, the specific terms and provisions will take precedent. Acceptance of this PO by Vendor is expressly limited to the standard terms and conditions and any MLXCI-appended specific terms and provisions. MLXCI will not be bound by any terms and conditions contained in any prior oral or written communication, including, without limitation, Vendor's invoice or shipping documents, which are different from or in addition to these terms and conditions. All such inconsistent or additional terms are hereby rejected unless agreed to in writing by a manager-level or higher representative of MLXCI, whether or not they would materially alter this document. Vendor will be deemed to have assented to these terms and conditions upon the earliest occurrence of (i) any part of the goods and/or services described herein being shipped/performed, (ii) an invoice is presented in connection with the said goods and/or services, or (iii) upon any other acknowledgment of acceptance or commencement of performance with regard to this PO. MLXCI reserves the right to revoke this PO at any time prior to Vendor's receipt of notice of acceptance.

- 1. Delivery** — TIME IS OF THE ESSENCE IN FULFILLING THIS PO. Unless otherwise modified by routing letter from MLXCI or other writing from a manager-level or higher representative of MLXCI, goods covered by this PO shall be shipped as the incoterm marked in the PO. MLXCI's designated delivery point, Freight Prepaid and Allowed. Title to goods and risk of loss will pass to MLXCI only upon MLXCI's acceptance of the goods following delivery to and final inspection by MLXCI at MLXCI's specified end destination. Delivery in advance of the specified MLXCI's shipping date will not cause passage of title, transfer of risk. Transportation charges on goods delivered destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the Vendor. Unauthorized transportation charges not prepaid will be deducted by MLXCI.  
Doing the customs clearance according to the local customs policy and payment terms.  
All goods must be properly packed for shipment in accordance with good commercial practices. Any loss or damage, whenever occurring, that results from improper packaging or crating shall be borne by Vendor. Vendor shall comply with MLXCI's routing and shipping instructions. If instructions are not attached to the PO or have not been received already, Vendor must request instructions from MLXCI. Vendor shall notify MLXCI at least 5 business days before shipment regarding any changes in delivery of goods and/or services, or as soon as possible if Vendor becomes aware of change of delivery within 5 business days of scheduled delivery. The PO is subject to cancellation if the goods are not shipped at the specified time. MLXCI reserves the right to refuse deliveries made in advance of the specified delivery schedule. MLXCI may return goods shipped after the time specified to Vendor at Vendor's expense for full credit. Retention of all or any part of such goods shall not be considered acceptance of same. Acceptance of such goods shall not be deemed a waiver of MLXCI's right to hold Vendor liable for any loss or damage, nor shall it act as a modification of Vendor's obligation to make future deliveries in accordance with the delivery schedule. MLXCI may also, if shipment is not made on time, purchase similar goods in the open market in such quantities as MLXCI may choose (but not exceeding the amount called for in the PO) and hold Vendor responsible for the difference, if any, between the price so paid and the PO price.



**Title: MLXCI Standard Terms and Conditions of Purchase Orders**

2. **Order Changes** - MLXCI shall have the right at any time to make changes to and/or cancel this PO by written notice to Vendor, and Vendor agrees to comply with such changes. If such changes cause a material increase or decrease in Vendor's costs or time of performance of this PO, Vendor shall notify MLXCI immediately and negotiate an adjustment. Changes or cancellations related to custom contract parts, the negotiated custom contract related to change orders and/or cancellation will prevail.
3. **Payment; Price** — Terms of sale are net 60 days of date of MLXCI's receipt of all goods and a sufficiently clear invoice. Payment of an invoice shall not constitute acceptance of the goods and/or services, and shall be subject to appropriate adjustment for failure of Vendor to meet the requirements of this PO. If any amount of an invoice is disputed, MLXCI will pay only the undisputed portion of the invoice prior to resolution of the dispute. Prices for all goods and services purchased by MLXCI under this Agreement are as set out in the PO. Unless otherwise specified in the PO, the price includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government imposed surcharges. No extra charges of any kind will be allowed unless MLXCI consents to them in writing in advance of shipment. Vendor warrants that the prices charged for the goods and/or services ordered are as low as the lowest prices charged by the Vendor to any customers purchasing the same or similar goods and/or services. MLXCI, without liability to Vendor, may deduct from any amounts due to Vendor, any amounts owed to MLXCI by Vendor under this PO or otherwise, and may withhold any payment without penalty to MLXCI if Vendor owes any amount of money to MLXCI. In accepting this PO, Vendor affirms that there are no pending defaults with regard to any previous MLXCI-issued PO.
4. **Shipping Documentation** – All shipping documents must reference MLXCI's PO number. Vendor shall promptly notify and provide MLXCI with necessary or applicable supporting documents, permits, approvals, or information required to comply with export or import regulations; documents should be emailed to [mlxci purchasing@mlindustries.com](mailto:mlxci purchasing@mlindustries.com). These documents include, but are not limited to, invoice, bill of lading, packing list, certificate of analysis ("COA"), safety data sheets ("SDSs"), and arrival notice. Additional fees, penalties, or costs borne by MLXCI due to Vendor's failure to comply with such regulations will be reimbursed by Vendor within 30 days of MLXCI's request for such reimbursement. Vendor accepts all responsibility for the accuracy and completeness of information on Certificates of Origin and letters and affidavits pertaining to shipping and customs documents. Vendor must provide MLXCI with any amended or revised information on a timely basis.
5. **Invoices** — All invoices must be emailed to the following email address: [mlxci purchasing@mlindustries.com](mailto:mlxci purchasing@mlindustries.com), followed by delivery of physical documents by mail or delivery service to: Moses Lake (Xi'an) Chemical Industries Co., Ltd. | ZongSi Road 1055, Comprehensive Free Trade Zone, Hi-tech Zone, Xi'an, China
6. **Notification of Changes by Vendor** – Vendor shall notify MLXCI upon receipt of PO and no later than at least 10 business days before shipment regarding any modification, revisions, engineering changes, process changes, etc. that affects the structure, form, fit, function, or manufacturing of the goods under this PO including but not limited to: size, shape, color, function, electrical requirements, cooling, maintainability, compatibility, interchangeability, reliability or safety agency approvals if any such changes have taken place since MLXCI last purchased such goods from Vendor. If Vendor becomes aware of a need to change goods within 10 business days before shipment, Vendor will contact MLXCI immediately to request such change.

**Title: MLXCI Standard Terms and Conditions of Purchase Orders**

7. **Force Majeure** – Vendor shall not be liable to MLXCI if, but only to the extent, the failure to perform this PO arises out of an act of God, fire, flood, other natural disaster, act of governmental authority or other events beyond a Party's reasonable commercial control (but excluding labor disputes and economic or financial difficulties), and without the fault or negligence of the Vendor and/or their subcontractor. Vendor shall notify MLXCI by the timeliest means available and will confirm in writing, within two (2) business days of the inception of such delay, and describe in reasonable detail the circumstances causing such delay. In the event of such delay, MLXCI may, at its sole option, cancel deliveries scheduled during the period of the delay or toll the deadline for such deliveries for the duration of such delay, not to exceed thirty (30) calendar days. If the delay is likely to last longer than thirty (30) days, Vendor shall be responsible for delivering substitute or interim Goods and/or Services by the end of such thirty (30) day grace period, or MLXCI may, without liability, elect to cancel any portion of this PO.
8. **Inspections and Remedies** – Any goods and/or services under this PO may be inspected and tested by MLXCI, its customers, higher tier contractors, the Chinese Government, or an inspector chosen by MLXCI at all reasonable times and places. If any of the goods and/or services furnished hereunder are defective in materials or workmanship or otherwise do not conform with the requirements of the PO, MLXCI, in addition to any other rights which it may have, may at its option correct or have corrected the nonconformity at Vendor's expense, or reject and return such goods and/or discontinue such services at Vendor's expense. Such goods and/or services shall not be replaced or continued without written authorization from MLXCI. MLXCI may accept, without prejudice, a portion of any shipment, and, at its option, have Vendor repair or replace any non-conforming portion of the shipment at Vendor's expense. Vendor shall promptly remove rejected items at Vendor's expense and risk. MLXCI's acceptance of goods or services shall not be conclusive with respect to latent defects, fraud, or gross mistakes that amount to fraud, or with respect to the MLXCI's rights under the "Representations and Warranties" clause.
9. **Service-related provisions** – With regard to services under this PO, the Vendor shall provide MLXCI with proof of general liability insurance and workmen's compensation insurance if requested, provide all applicable SDSs for chemical brought on-site at MLXCI, provide all requested qualifications/certificates/licenses for on-site working personnel, and attend all MLXCI scheduled trainings and follow all other MLXCI-established working guidelines. With regard to the generation or transport of any waste associated with the services under this PO, Vendor will consult with MLXCI before any such activities are undertaken, and will abide by MLXCI's decisions regarding the disposition, treatment, and transport of waste. Unless otherwise specified in this PO, Vendor and MLXCI are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.
10. **Representations and Warranties** — Vendor hereby represents and warrants that (i) its goods and/or services will at the time of delivery conform to Vendor's quotation/proposal, to Vendor's brochures or catalogues, and to the specifications, performance standards, and other requirements set out with the PO; (ii) its goods and/or services will be merchantable, fit for the particular purpose and sufficient for the use intended by MLXCI, and free from defects in workmanship and material; (iii) any services provided will be provided in a good and workmanlike manner and consistent with performance by one skilled in the field; (iv) it has full power to enter into and perform its obligations under the PO; (v) goods and/or services provided under the PO do not and will not infringe upon any third party's intellectual property rights (e.g., patent, trademark, copyright, trade secret) or any other proprietary rights, whether contractual, statutory or common-law; (vi) Vendor has clear title to the goods and delivers them to MLXCI free and clear of all liens, claims, encumbrances, and other restrictions; (vii) all raw materials and other

**Title: MLXCI Standard Terms and Conditions of Purchase Orders**

goods have not less than eighty percent of its shelf life remaining at the time of delivery to MLXCI unless otherwise specified in the MLXCI purchase specification; and (viii) in providing the goods and/or services under the PO Vendor will comply with all applicable laws, regulations and orders of governmental bodies pertaining to the manufacture, packaging, labeling, sale, transportation, delivery and export of such goods and services, as well as with those relating to wages, hours, employee safety, and working conditions.

These warranties are in addition to all other warranties, expressed or implied, and shall remain in effect, as to each item furnished and /or service rendered, for a period of time consistent with the warranty life typically offered by the Vendor, but not less than 18 months from the date of acceptance of this PO. All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. The benefits of these warranties shall accrue to MLXCI's customers and assigns to the same extent they shall accrue to MLXCI. Under circumstance of Breach of Warranty, MLXCI shall be entitled to avail itself cumulatively of all remedies provided in law or in equity. Vendor shall make timely responses MLXCI's notifications of Breach of Warranty and shall respond with the understanding (and Vendor agrees) that TIME WILL BE OF THE ESSENCE in all instances. These warranties shall run to MLXCI's customers and users of its products.

11. **Indemnity** — Vendor agrees to indemnify and hold harmless MLXCI's and its affiliates, and their respective shareholders, employees, agents, successors, officers and assigns, from and against any and all suits, claims, demands, liabilities, losses, damages and/or expenses, including costs and fees of legal counsel and all other costs of defending any action and on any appeal, that the indemnified party may incur as a result of any act or failure to act by Vendor, its officers, agents or employees, successors or assignees, its customers or all other third parties, whether direct or indirect, arising from or in connection with Vendor's provision of the goods and/or services under the PO, including without limitation any claim brought against an indemnified party by a third party alleging personal injury or property damage in connection with the goods and/or services of this PO. As well, Vendor agrees to such indemnification for goods or services under this PO, or identical goods or services previously sold or provided to MLXCI, which are connected with the infringement or misappropriation of patents, trademarks, copyrights, trade secrets, or other intellectual property or proprietary rights. Vendor will defend against claims utilizing counsel approved by MLXCI, and will not settle any claims without MLXCI's written approval for such settlement.
12. **Insurance** – Vendor shall carry and maintain insurance coverage satisfactory to MLXCI to cover indemnity obligations with respect to personal injury and property damage as stated above, and, if applicable, ocean shipping. Upon MLXCI's request, Vendor shall furnish MLXCI with evidence of such insurance in a form satisfactory to MLXCI.
13. **Limitation of Liability** – IN NO EVENT SHALL MLXCI BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MLXCI'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS PO OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. MLXCI EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

**Title: MLXCI Standard Terms and Conditions of Purchase Orders**

14. **Compliance** – Vendor shall comply with all governmental agency laws, ordinances, rules and regulations in the manufacture, sale, and distribution of the goods and/or in the performance of services covered in this PO including all Chinese import/export control laws and regulations, any other applicable foreign import/export laws, and all relevant Chinese and foreign laws and regulations related to hazardous material treatment, storage, and transport. Without limiting the foregoing, Vendor shall not transfer any export controlled item, data or services to include transfer to foreign persons employed by or, associated with or, under contract to Vendor or Vendor’s suppliers without the authority of export authorization. Vendor shall notify MLXCI if any goods or services to be delivered under the PO are restricted by export control laws or regulations. Vendor shall immediately notify MLXCI’s purchasing representative if Vendor is listed in the Denied Parties List or if Vendor’s export privileges are otherwise denied, suspended or revoked in whole or in part by any Government entity or agency.

Vendor affirms that in providing the goods and/or services associated with this PO, Vendor has complied with the Responsible Business Initiative (see <http://www.responsiblebusiness.org/>), and in particular the five sections regarding labor; health and safety; the environment, elements of an acceptable system to manage conformity with the Code; and standards relating to business ethics. Vendor shall alert MLXCI if any goods and/or services provided under this PO utilize “conflict metals,” which would require disclosure by a publicly-traded company under the Dodd-Frank Wall Street Reform and Consumer Protection Act. When requested, Vendor agrees to provide information on environmental, health and safety compliance and supporting programs. This may involve periodic onsite audits arranged in advance at a mutually agreed time. Suppliers from China also need to comply with Chinese labor laws.

15. **Assignment** – Vendor shall not assign this PO or any rights or delegate any obligation under this PO without the prior written consent of MLXCI, and no purported assignment by Vendor shall be binding on MLXCI without such written consent.
16. **Governing Law**— This Agreement shall be governed by the laws of China. Venue for any action shall be in People's Court of Xi'an Chang an District. Each party irrevocably submits to the jurisdiction of the courts sitting in that district.
17. **No Waiver**— The failure of either party to assert or enforce at any time, or for any period of time, any provision of this Agreement shall not constitute a waiver of such provision or the right of either party to enforce each and every provision at any future time.
18. **Confidentiality and Non-Use**— The terms of any nondisclosure or confidentiality and non-use agreement entered into between MLDCI and Vendor shall apply to the goods/services, and the goods/services shall be treated as MLXCI’s confidential, proprietary information under any such agreement. All specifications, data and other information furnished by MLXCI, or its agents, to Vendor in connection with this PO remain the exclusive intellectual property of MLXCI and shall be treated by the Vendor as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval of a manager-level or higher representative of MLXCI. Vendor shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this PO without the prior written consent of MLXCI, except as may be required to perform this PO. MLXCI’s purchases, pricing, requirements, specifications, the Goods and/or Services provided hereunder and all other information related to MLXCI or its business shall be treated as confidential information and shall not be used or disclosed by Vendor for any purpose other than fulfilling this PO and any actions reasonably related or necessary thereto.



**Title: MLXCI Standard Terms and Conditions of Purchase Orders**

19. **Severability** – If any provision of this PO is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this PO shall not be affected thereby, and shall remain in full force and effect. The headings of this PO have no legal effect.