

**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

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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.

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 mlxcipurchasing@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: mlxcipurchasing@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

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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.
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;

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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 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

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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.
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.

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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.
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.

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**Title: MLXCI Standard Terms and Conditions of Purchase Orders****摩西湖(西安)化学工业有限公司(MLXCI)发布的采购订单的标准条款和条件**

本采购订单(简称"订单")包括以下标准条款和条件以及任何具体条款和规定,是摩西湖(西安)化学工业有限公司从卖方或服务承包商(简称"供应商")购买货物和/或服务须遵守的唯一协议。

MLXCI 订单的标准条款和条件对本文件页眉所示修订日期当日或之后签发的所有该公司的采购订单均有效,并将取代本文件页眉所示修订日期之前签发的所有其他版本的标准条款和条件。

在具体条款和规定与标准条款和条件相冲突的情况下,具体条款和规定将优先生效。供应商明确接受本采购订单的范围限于标准条款和条件以及任何MLXCI附加的特定条款和规定。

MLXCI不受任何先前口头或书面通知(包括但不限于供应商的发票或装运单据)中包含的与本条款和条件不同或附加的任何条款和条件的约束。除非得到MLXCI经理级或更高级别的代表的书面同意,否则所有此类不一致或附加条款均被拒绝,无论其是否会对本文件进行实质性改变。出现以下情况时,供应商将第一时间被视为已同意这些条款和条件:(1)本文件所述货物和/或服务的任何部分已被运送/执行;(2)与上述货物和/或服务相关的发票已提交;或(3)与本采购订单相关的任何其他接受确认或开始履行的行为。MLXCI保留在供应商收到验收通知之前随时撤销本订单的权利。

- 1.有关交货**——按时履行本采购订单非常重要。除非 MLXCI 的路由函或该公司经理级或更高级别代表以其他书面形式进行修改,否则本订单所涵盖的货物应按照订单中标注的成交条款发货,即 MLXCI 指定的交货地点,允许预付运费。只有 MLXCI 在指定目的地交付货物,并完成最终检验后,货物的所有权和损失风险才会转移到 MLXCI。提前交货不会导致所有权转移或风险转移。交付到目的地的货物的运输费用必须预付。未经授权的运输不得收费。任何由未经授权装运引起的额外运输费用将由供应商全额预付。未预付的未经授权运输费用将由 MLXCI 扣除。

根据当地海关政策和付款条件办理清关手续。

所有货物都必须按照良好商业惯例进行妥善包装装运以便运输。任何因包装或装箱不当而造成的损失或损坏均由供应商承担。供应商应遵守 MLXCI 的运输路线和装运指示。若采购订单未附带指示或尚未收到指示,供应商必须向 MLXCI 申请指示。供应商应在交货前的至少 5 个工作日内向 MLXCI 通知任何关于货物和/或服务交货方面的变更。若供应商在计划交货的 5 个工作日内获悉交货变更,则应尽快通知 MLXCI。若货物未在规定时间内发货,采购订单将被取消。MLXCI 保留拒绝提前交付的权利。若货物在规定时间内之后发运,MLXCI 可能会将货物退还给供应商,由供应商承担费用,并全额退还款项。保留全部或部分货物不应被视为接受货物。接受该等货物不应被视为 MLXCI 放弃要求供应商对任何损失或损坏承担责任的权力,也不应被视为修改供应商对今后按照交货时间表交货的义务。若货物未能按时发货,MLXCI 可以在开放市场上购买相似货物,数量由该公司自行决定(但不得超过订单所要求的数量),并要求供应商承担已支付价格与订单价格之间的差额。

- 2. 订单变更**——MLXCI 有权随时通过书面通知供应商对本订单进行变更和/或取消,并且供应商同意遵守这些变更。若此类变更导致供应商的成本或履行时间出现重大增减,供应商应立即通知

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MLXCI 并协商调整。与定制合同相关的变更或取消, 将以经协商的定制合同中与变更订单和/或取消相关的条款为准。

- 3. 支付款项; 支付金额**——销售条款为净 60 天, 自 MLXCI 收到所有货物和清晰的发票之日起计算。支付发票不代表接受货物和/或服务, 并应根据供应商未能满足本订单要求的情况进行适当调整。若对发票的任何金额存在争议, MLXCI 将在争议解决之前仅支付发票中无争议的部分。本协议项下 MLXCI 购买的所有商品和服务价格均在订单中列明。除非采购订单另有规定, 否则价格已包括所有税费和其他费用, 例如运输费和交货费、税费、海关费、关税、进口税以及政府征收的附加费。除非 MLXCI 事先书面同意, 否则不允许收取任何额外费用。供应商保证所订购的货物和/或服务的价格与向任何购买相同或类似货物和/或服务的任何客户收取的最低价格一样低。如果供应商拖欠 MLXCI 任何款项, 该公司有权扣减供应商应收款项中的任何金额, 用于抵消供应商在本采购订单或其他方面拖欠其的金额, 并可以暂停支付任何款项给供应商, 且无需对供应商承担任何责任。供应商接受本采购订单即表示确认其在与 MLXCI 之前的任何采购订单中没有未决的违约情况。
- 4. 装运文件**——所有装运文件必须标明 MLXCI 的采购订单号。供应商应及时通知并向该公司提供必要或适用的证明文件、许可证、批准或遵守进出口法规所需的信息; 以上文件应通过电子邮件发送至 mlxci purchasing@mlindustries.com。这些文件包括但不限于发票、提单、装箱单、分析证书 (COA)、安全数据表 (SDSs) 和到货通知。由于供应商未能遵守此类法规而导致 MLXCI 承担的额外费用、罚款和成本将在该公司要求补偿之日起 30 天内由供应商进行赔偿。供应商对原产地证书、有关装运和海关文件的信函和宣誓书的准确性和完整性承担全部责任。供应商必须及时向 MLXCI 提供任何修正或修改后的信息。
- 5. 有关发票**——所有发票必须通过电子邮件发送至以下电子邮箱:
mlxci purchasing@mlindustries.com, 并随后通过邮寄或快递服务将实体文件交付至以下地址: 中国西安市高新区综合保税区综四路 1055 号, 摩西湖(西安) 化学工业有限公司。
- 6. 供应商变更通知**——供应商在收到采购订单之日起最迟不晚于装运前的至少 10 个工作日内, 通知 MLXCI 有关任何修改、修订、工程变更、工艺变更等对本订单下货物的结构、形态、适配性、功能或制造方式产生影响的事项, 包括但不限于: 尺寸、形状、颜色、功能、电气要求、冷却、可维护性、兼容性、互换性、可靠性或安全机构的审批 (如果自 MLXCI 上次从供应商购买该类货物以来发生了任何此类变更)。若供应商在离装运前 10 个工作日内意识到需要更改货物, 应立即与 MLXCI 联系并申请进行此类更改。
- 7. 不可抗力**——若供应商未能履行本采购订单规定的标准条款和条件, 且该行为仅由不可抗力原因造成, 包括但不限于天灾、火灾、洪水、其他自然灾害、政府机关行为或其他超出一方合理商业控制范围的事件 (但不包括劳动争议和经济或财务困难), 且在无供应商及/或其分包商发生过错或疏忽的情况下, 供应商对 MLXCI 不承担任何责任。供应商将以最及时的方式通知该公司, 并在此类延误发生后的两个工作日内以书面形式确认, 并详细描述导致此类延误的情况。在发生

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此类延误的情况下, MLXCI 可自行决定取消预定在延误期间进行的交付, 或将交付截止日期延长, 但不得超过三十个工作日。如果延长预计将持续超过三十天, 供应商应负责在该三十天宽限期结束前交付替代或临时货物和/或服务, 否则 MLXCI 可选择取消本订单的任何部分, 且无需承担任何责任。

8. **检查措施和补救措施**——本采购订单下的任何货物和/或服务可在所有合理的时间和地点由 MLXCI、其客户、上级承包商、中国政府或该公司选择的检查员进行检查和测试。若根据本订单提供的任何货物和/或服务在材料或工艺方面存在缺陷, 或者不符合订单的要求, 除了享有任何其他权利外, MLXCI 有权选择在供应商承担费用的情况下纠正或让其纠正不符合要求的部分, 或者拒收并退还该等货物和/或终止该等服务, 费用由供应商承担。未经 MLXCI 的书面授权, 不得更换或继续提供此类货物和/或服务。该公司可在不影响权益的情况下接受部分货物, 并可选择由供应商承担修理费用或替换其中不符合要求的部分的费用。供应商应立即自费移除被拒绝的货物, 并承担相应风险。MLXCI 验收货物或服务并不意味着对于潜在缺陷、欺诈行为或构成欺诈的重大错误做出最终判定, 也不影响其在“声明与保证”条款下的权益。
9. **有关服务**——就本采购订单下的服务而言, 供应商应在需要时向 MLXCI 提供一般责任保险证明和劳工赔偿保险证明, 提供用于在 MLXCI 现场使用的化学品的所有适用安全数据表, 为现场工作人员提供所有要求的资质或证书或执照, 参加 MLXCI 安排的所有培训, 并遵守其他该公司制定的工作准则。关于产生或运输本采购订单下的服务相关的废物, 供应商应在进行任何此类活动之前与 MLXCI 协商, 并遵守该公司关于废物处理、处理和运输的决定。除非本订单另有规定, 否则供应商和 MLXCI 均为独立承包商; 双方均非对方的代理人或雇员, 也无权代表对方承担或产生任何责任或义务。
10. **声明和保证**——供应商特此声明并保证: (1) 在交付时, 其货物和/或服务将符合供应商的报价或提案、供应商的宣传册或目录, 以及采购订单规定的规格、性能标准和其他要求; (2) 其货物和/或服务适销对路, 适合特定目的, 足以满足 MLXCI 的预期用途, 且在工艺和材料方面无缺陷; (3) 将以专业且精益求精的方式提供所有服务, 且与行业内专业人士的表现一致; (4) 其有充分权力签订和履行采购订单规定的义务; (5) 在本采购订单项下提供的货物和/或服务没有也不会侵犯任何第三方的知识产权(如专利、商标、版权、商业秘密)或任何其他所有权, 无论是合同上、法律上还是普通法上的; (6) 供应商对货物拥有明确的所有权, 并将货物交付给 MLXCI, 不附带任何留置权、索赔、抵押权或其他限制; (7) 除非 MLXCI 的采购规范中另有规定, 否则所有原材料和其他货物在交付给该公司时的剩余保质期不得少于百分之八十; (8) 在根据订单提供货物和/或服务时, 供应商应遵守与此类货物和服务的制造、包装、标签、销售、运输、交付和出口相关的所有适用法律、法规和政府机构的命令, 以及与工资、工时、员工安全和工作条件相关的法律、法规和政府机构的命令。

这些保证是所有其他明示或暗示保证的补充, 并应在与供应商通常提供的保证期一致的期限内对所提供的每个货物和/或服务保持有效, 但不得少于自接受本采购订单之日起 18 个月。所有保证应解释为条件和担保, 并不被视为排他性。这些保证的好处将同样适用于 MLXCI 的客户和受让人。在违反保证的情况下, MLXCI 有权同时使用法律或衡平法规定的所有补救措施。供应商应

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及时回复该公司关于违反保证的通知,并在理解(且同意)时间在所有情况下均至关重要的前提下做出回复。这些保证适用于 MLXCI 的客户及其产品的用户。

11. **赔偿责任**——供应商同意对 MLXCI 及其关联公司、以及它们各自的股东、雇员、代理人、继任者、高级职员和受让方进行赔偿并免除其责任,涵盖所有诉讼、索赔、要求、责任、损失、损害和/或费用,包括法律顾问费用和其他辩护行动及上诉的全部费用。这些费用是由于供应商、其高级职员、代理人或雇员、继任者或受让方、客户或其他第三方的行为或不作为而产生的,无论直接还是间接地与供应商在本采购订单项下提供货物和/或服务有关,其中包括但不限于第三方声明与本采购订单中的货物和/或服务有关,导致被赔偿方遭受人身伤害或财产损失,从而提出任何索赔的情况。同时,供应商同意对本采购订单项下的货物或服务,以及之前出售或提供给 MLXCI 的具有相同性质的货物或服务,涉及侵犯或侵占专利、商标、版权、商业秘密或其他知识产权或专有权的行为进行赔偿。供应商应通过经 MLXCI 批准的法律顾问对索赔进行辩护,未经该公司书面批准,不得对任何索赔达成和解协议。
12. **有关保险**——供应商应购买并维持令 MLXCI 满意的保险,以承担上述关于人身伤害和财产损失的赔偿责任,如适用,还应包括海洋运输方面的保险。应 MLXCI 的要求,供应商应向其提供符合其要求的此类保险证明。
13. **责任限制**——在任何情况下,MLXCI 对于预期利润或利润损失、惩罚性、间接、偶然或后果性损害概不负责。在与本采购订单相关的任何索赔中,由于本订单的履行或违约而导致的任何损失或损害,其总赔偿金额不得超过与该索赔相关的货物或服务或单位的价格。MLXCI 明确表示拒绝承担任何取消费、滞纳金、罚款或违约赔偿金的责任。
14. **有关合规性**——供应商在制造、销售和分销本采购订单涵盖的货物和/或提供的服务时,应遵守所有政府机构的法律、法规、规章和规定,包括所有中国的进出口管制法律和法规,任何其他适用的外国进出口法律,以及所有与危险物质处理、存储和运输相关的中国和外国的相关法律法规。除非另有限制,否则未经出口授权,供应商不得转让任何出口管制物品、数据或服务,包括转让给供应商或供应商的供应商雇佣的或与之关联或签订合同的外国人员。若根据订单交付的任何货物或服务受到出口管制法律或法规的限制,供应商应及时通知 MLXCI。若供应商被列入“被拒绝方名单”,或者其出口特权被任何政府机构全面或部分拒绝、暂停或撤销,供应商应立即通知 MLXCI 的采购代表。

供应商确认,在提供与本采购订单相关的货物和/或服务时,已经遵守《责任商业联盟》(具体请参阅 <http://www.responsiblebusiness.org/>),特别是有关劳工、健康与安全、环境、符合行为准则的可接受管理体系要素以及与商业道德相关的五个部分。若在本采购订单项下提供的任何货物和/或服务使用了“冲突金属”,根据《多德-弗兰克华尔街改革和消费者保护法》,供应商应立即通知 MLXCI。在需要时,供应商应同意提供有关环境、健康和安全性合规性以及支持计划的信息。这可能会涉及事先安排的定期现场审核,时间双方事先达成一致。中国供应商还需遵守中国的劳动法。

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15. **有关转让**——未经 MLXCI 事先书面同意，供应商不得转让本采购订单项下的任何权利，或将本采购订单项下的任何义务委托给他人。未经该公司书面同意，供应商的任何假定转让对 MLXCI 均无约束力。

16. **法律适用**——本协议受中国法律管辖。任何诉讼均应在西安市长安区人民法院进行。双方均接受该地区法院的管辖，且不可撤销。

17. **不可弃权**——任何一方在任何时候或任何时间段未能主张或执行本协议的任何规定，不代表放弃该条款，也不代表放弃对任何一方在今后任何时候执行每项规定的权利。

18. **保密与禁止使用义务**——MLXCI 和供应商之间签订的任何保密协议或禁止使用协议的条款适用于货物/服务，且根据任何此类协议，这些货物/服务应被视为 MLXCI 的机密和专有信息。MLXCI 或其代理人应向供应商提供的所有规格、数据和其他信息仍然是其独家知识产权，供应商应视其为专有信息，若未经该公司经理级或更高级别代表的书面事先批准，不得在本订单的限制范围外披露或使用。

19. **独立性条款**——若本采购订单中的任何条款被任何法院或其他司法或行政机构认定为非法或不可执行，本订单的其他条款不受影响，并应保持完全的效力和作用。本采购订单的标题不具有法律效力。

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