

## TERMS AND CONDITIONS

## 条款和条件

These Terms and Conditions govern the sale of Products to another (“Buyer”) by Avient Corporation and its affiliates (“Seller”).

下列条款和条件适用于Avient Corporation及其关联公司（“卖方”）向另一方（“买方”）销售产品。

1. Acceptance. The product description, quantity, price and payment terms identified on Seller’s order confirmation and these Terms and Conditions (“Terms”) govern all sales by Seller and are the exclusive terms and conditions of sale, except as modified by a written agreement signed by the parties. All offers by Seller to sell Product are expressly conditioned on Buyer’s acceptance of these Terms. Seller’s processing of any order is expressly conditioned on Buyer’s assent to and acceptance of these Terms, including all terms that are different from or in addition to any purported terms and conditions of the order. Any additional, different or other terms and/or conditions contained in any purchase order, document, website or other communication by or from Buyer are hereby objected to and rejected by Seller. In the event of any claimed conflict between these Terms and any other document not signed by Seller, these Terms shall control. The parties agree that Seller need not further object to any specific terms and conditions set by Buyer; such failure to object to Buyer’s specific terms and conditions is not an acceptance of any such terms and conditions. Furthermore, the parties agree that Seller’s performance under these Terms shall not be an acceptance of any of Buyer’s terms and conditions.

1. 接受。 卖方订单确认书上确定的产品描述、数量、价格和付款条款以及该等条款和条件（“条款”）对卖方的所有销售具有约束力，并且是唯一的销售条款和条件，除非经双方签署的书面协议修改。卖方出售产品的所有要约都明确地以买方接受该等条款为条件。卖方对任何订单的处理都明确以买方对该等条款的同意和接受为条件，包括与任何订单条款和条件不同或附加的所有条款。买方在任何采购订单、文件、网站或其他通信中包含的任何额外的、不同的或其他的条款和/或条件，卖方在此予以反对和拒绝。如果该等条款与未经卖方签署的任何其他文件之间出现任何的所被主张的冲突，则应以该等条款为准。双方同意，卖方不必进一步反对买方规定的任何具体条款和条件；卖方未反对买方的具体条款和条件并不意味着卖方接受任何该等条款和条件。此外，双方同意，卖方在本条款项下的履约不应构成对买方的任何条款和条件的接受。

2. Exclusive Limited Warranty. Seller warrants good and clear title in goods subject to the sale (“Product”) and that the Product conforms at the time of shipment to a Certificate of Analysis, a Certificate of Compliance, or a Product Specification Sheet, if any such document exists, and other specifications signed by Seller (“Specifications”). Seller has based any recommendations to Buyer upon information that Seller considers reliable, but Seller makes no warranty as to any results Buyer might obtain in Buyer’s use(s) for the Product. No warranty is made or given on any Products for which Buyer has not paid Seller in full when due. These warranties extend only to Buyer. **Seller makes no representation or warranty of any kind with respect to the Product, express or implied, respecting merchantability or fitness for any particular purpose, whether used alone or in combination with any other material or in any process, and neither party has relied on any statement outside of these terms. Any samples or developmental material provided by Seller are provided “AS IS” with no warranty as to its**

2. 唯一有限质量保证。 卖方保证销售的货物（“产品”）具有良好和明确的所有权，并且产品在装运时符合分析证书、合格证书或产品规格书（如果存在任何此类文件）以及由卖方签署的其他规格（“规格”）。卖方基于其认为可靠的信息资料向买方提供建议，然而对于买方因使用产品而招致的任何结果，卖方不予负责。对于买方在到期时未向卖方全额付款的任何产品，卖方不做任何保证。该等保证仅适用于买方。**卖方不会以明示或暗示的方式对产品的适销性或对任何特定用途的适用性做出任何形式的陈述或保证，无论产品是单独使用还是与任何其他材料或在任何过程中结合使用，双方都没有依赖该等条款以外的任何声明。** 卖方提供的任何样品或加工材料均“按货样”提供，不对其性能做出任何保证，且该等样品或材料不应产生任何已在此豁免的样品保证。**卖方不会以明示或暗示的方式对样品或加工材料做出任何形式的保证，包括但不限于对其适销性和特定用途的适用性所做出的暗示保证。**

performance and such samples or materials shall not create any warranty by sample, which is hereby waived. Seller makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to samples or developmental material.

3. Exclusive Remedy and Limitation of Liability. Buyer shall examine Product promptly after receipt for damage, short-weight and non-conformance with Seller's warranties. Buyer must give Seller written notice of the existence of each claim involving Product (whether based in contract, breach of warranty, negligence, strict liability, other tort or otherwise) within the earlier of thirty (30) days after receipt of the quantity of Product forming the basis for the claim or applicable shelf-life expiration, if any. A failure by Buyer to give such notice within the applicable time constraint will constitute an absolute and unconditional waiver of all such claims. Buyer's sole and exclusive remedy for any claim shall be, at Seller's option, a refund or credit of the purchase price paid by Buyer for the Product shown to be damaged or not in conformity with Seller's warranties or replacement of such Product. Seller's entire liability to Buyer for damages, whether under breach of warranty or any other cause whatsoever, and whether under this contract or otherwise, shall in no event exceed that part of the purchase price applicable to the portion of Product giving rise to Buyer's claim for such damages. In no event shall Seller have liability to Buyer for any incidental, consequential, indirect, exemplary, punitive or special damages. If Buyer has an alleged claim with respect to a particular portion of the Products stated in Seller's order confirmation, such alleged claim does not entitle Buyer to reject the entire delivery of the Products. Alleged claims, if any, do not affect Buyer's obligation to pay for the conforming portion of the Products delivered. Upon receipt of a notice of an alleged claim, Seller may suspend all further deliveries.

4. Intellectual Property. Buyer assumes all risk of infringement of third-party intellectual property rights by reason of any use Buyer makes of the Product in combination with other substances or in the operation of any process, and all infringement arising out of Seller's compliance with Buyer's designs, specifications or instructions, and Buyer shall defend, indemnify and hold Seller harmless from and against the same. The sale of Products or the providing of samples or developmental material shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products,

3. 唯一救济和责任限制。在接收产品后，买方应及时查验是否存在损坏、短重和不合规等情况。买方应自收到构成索赔基础的产品数量之日起三十（30）天内，或适用的保质期到期日前（如有），以较早者为准，尽快将涉及产品（基于合同、违反保证、疏忽、严格责任、侵权或其他情况）的各项索赔以书面通知形式发送给卖方。如买方未在适用时限内发送该等通知，则应被视为对所有该等索赔的绝对且无条件的放弃。买方对任何索赔的唯一和排他性救济应是，根据卖方的选择，退还或抵购买方为显示为损坏或不符合卖方保证的产品所支付的购买价格，或更换该产品。无论因违反保证或任何其他原因还是因本协议或其他内容，卖方对于买方的全部赔偿责任在任何情况下均不得超过引起买方对相关损失提出索赔的部分产品的购买价格范围。在任何情况下，卖方均不对买方的任何附带、偶然、间接、示范、惩罚或特殊损失赔偿承担责任。如果买方就卖方的订单确认书中所载明的产品的特定部分主张索赔，该等索赔并未赋予买方拒绝产品全部交付的权利。买方所主张的索赔（如有），并不影响买方就已交付产品的合格部分付款的义务。卖方收到买方主张索赔的通知后，可暂停所有进一步交货。

4. 知识产权。买方承担因买方将产品与其他物质结合使用或在任何工艺操作中使用而侵犯第三方知识产权的所有风险，以及因卖方遵守买方的设计、规格或指示而产生的所有侵权行为，买方应为此辩护、赔偿并使卖方免受损害。产品的销售或样品或加工材料的提供不应以暗示或其他方式转让与产品、样品或加工材料的组成和/或应用相关的任何知识产权许可（如适用）。提供样品或加工材料的行为并不意味着允许、建议或鼓励未经专利权人许可而实施任何专利发明。

sample, or developmental material, as applicable. The act of providing a sample or developmental material does not operate as permission, recommendation, or inducement to practice any patented invention without permission of the patent owner.

5. Discontinuation. Seller may discontinue any Product sold hereunder at any time, unless Buyer and Seller have otherwise agreed in writing.

6. Payment and Credit. Buyer shall make all payments hereunder in cash or cash equivalent at face value in the funds, within the time, and at the location indicated on Seller's invoice. Late payments will bear interest at the maximum percent permitted by applicable law. Buyer shall have no right of set-off. If Seller determines that Buyer's financial responsibility has become impaired or otherwise unsatisfactory to Seller, Seller at its discretion may require advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and may withhold shipments. If Buyer has a dispute with respect to an invoice, Buyer must notify Seller within seven (7) business days after the date of invoice. Thereafter, Buyer automatically approves the invoice.

7. Governmental Constraints. If a present or future law, governmental decree, order, regulation, or ruling under any existing or future legislation prevents Seller from increasing or revising the price as provided herein, or nullifies or reduces any price or price increase hereunder, upon written notice from one to the other Seller and Buyer will attempt to identify mutually agreeable changes to conform this contract with such law, decree, order, regulation, or ruling. If the parties cannot agree upon and implement such changes within sixty (60) days after such notice, Seller shall thereupon have a right to terminate this contract forthwith by written notice to Buyer.

8. Terms Adjustment; Delivery. Seller may change the price and/or terms of delivery and shipment at any time up until delivery, except where a written alternative pricing mechanism exists that is signed by Seller. In addition, at any time prior to delivery, Seller may pass through increased freight, transportation, or fuel surcharges, and/or duties, tariffs, or taxes imposed upon Seller in connection with the sale/shipment of the Product after order acceptance. If Seller grants a discount, such discount only relates to the delivery and/or quantity of the Products specifically mentioned in Seller's order confirmation. Any times or dates for delivery communicated by Seller (including those contained in Seller's order confirmation) are estimates only and are not terms of the sale. The parties agree that time is not of the essence. Seller is entitled to deliver the

5. 中止。卖方可以在任何时候中止根据本协议出售任何产品，除非买方和卖方另有书面约定。

6. 付款及信贷。买方应在卖方发票上注明的时间和地点，以现金或现金等价物支付本协议项下的所有款项，并按面值支付。逾期支付者将承担适用法律所允许的最高百分比的利息。买方无权抵偿。如卖方认为买方的财务责任已对卖方构成损害或以其他方式引起卖方的不满，则卖方可要求现金预付款、货到付款（COD）、更短的期限和/或由买方提供令卖方满意的担保，并可暂停发货。如果买方对发票有争议，买方必须在发票日期后七（7）个工作日内通知卖方。该等期间经过，买方自动认可该发票。

7. 政府约束。如现行或将来的法律、政府法令、命令、法规或根据任何现行或将来的立法作出的裁决限制卖方提高或修改价格，或取消或降低任何相关价格或已提高的价格，依照一方发给另一方的书面通知，卖方和买方应努力作出双方同意的变更，以使协议条款符合该等法律、法令、命令、法规或裁决的要求。如双方未能在该等通知之日起六十（60）天内达成一致并实施该等变更，卖方有权在书面通知买方后立即终止本协议。

8. 期限调整；交货。卖方可于交货前的任何时间内变更发货价格和/或期限，除非经卖方签署的文件中另设有可替代的书面定价机制。此外，卖方可于交货前的任何时间内转嫁增加的运费、交通费或燃油附加费，和/或卖方在接受订单后被征收的有关销售/发运产品的关税或税费。如果卖方给予折扣，该等折扣仅与卖方的订单确认书中具体提及的产品交付和/或数量有关。卖方告知的任何交货时间或日期（包括卖方的订单确认书中所载明的时间或日期）仅为预计时间或预计日期，并非销售条款。双方同意，时间并非关键因素。卖方有权按照订单确认书中所载明的内容分批交付产品并开具相应发票。除卖方和买方在双方共同签署的单独书面文件中明确约定确切交货

Products as stated in the order confirmation in partial shipments and to invoice accordingly. Unless Seller and Buyer have expressly agreed to a firm delivery date term in a single writing signed by both parties, delay in delivery of any Products shall not relieve Buyer of its obligation to accept delivery thereof. In no event shall Seller be liable for any damages and/or costs due to delay in delivery. Buyer shall be obliged to accept the Products and pay the rate specified in the order confirmation for the quantity of Products delivered by Seller. In the event of Buyer's breach or failure to perform, Seller shall be entitled to (but is not required to) recover from Buyer, in addition to any other damages caused by such action: (i) in the case of Products produced specifically for Buyer or which reasonably cannot be resold by Seller to a third party, the price of such Products as quoted in Seller's order confirmation; or (ii) in the case of Products which can be resold by Seller, damages equal to fifty percent (50%) of the price for the Products as quoted in Seller's order confirmation, as liquidated damages.

9. Suspension and Termination. If (i) Buyer is in default of performance of its obligations towards Seller and fails to provide adequate assurance of Buyer's performance before the date of scheduled delivery; or (ii) if Seller has reasonable doubts with respect to Buyer's performance of its obligations and Buyer fails to provide to Seller adequate assurance of Buyer's performance before the date of scheduled delivery and in any case within thirty (30) days of Seller's demand for such assurance; or (iii) if Buyer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation or any bankruptcy proceeding shall be instituted by or against Buyer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Buyer or if Buyer makes any assignment for the benefit of its creditors; or (iv) in case of non-compliance of Buyer with any law, statute ordinance, regulation, code or standard ("Laws and Standards"), then Seller may by notice in writing to Buyer, without prejudice to any of its other rights: (a) demand return and take repossession of any delivered Products which have not been paid for and all costs relating to the recovery of the Products shall be for the account of Buyer; and/or (b) suspend its performance or terminate its order confirmation for pending delivery of Products unless Buyer makes such payment for Products on a cash in advance basis or provides adequate assurance of such payment for Products to Seller. In any such event as described above, all outstanding claims of Seller shall become due and payable immediately with respect to the Products delivered to Buyer and not repossessed by Seller.

日期条款外，任何产品的迟延交付均不应免除买方接受交货的义务。在任何情况下，卖方均不对因迟延交货而造成的任何损失和/或费用负责。买方有义务接受产品，并根据订单确认书中所载明的费率就卖方交付的产品数量付款。如果买方违约或不履行义务，除该等行为造成的任何其他损失外，卖方有权（但非必须）向买方追偿：(i) 如果产品是专为买方生产或卖方不能合理地将该产品再销售至第三方，则按照卖方的订单确认书中所载明的该等产品的价格计算赔偿金额；或(ii) 如果卖方可再销售该产品，则损害赔偿金相当于卖方的订单确认书中所载明的产品价格的百分之五十（50%），以此作为违约金。

9. 中止和终止。如果(i)买方不履行其对卖方的义务，且未能在预定交货日期前提供买方履行义务的充分保证；或(ii)如果卖方对买方履行义务存在合理怀疑，且买方未能在预定交货日期前（在任何情况下不得超过卖方要求其提供该等保证的三十(30)天）向卖方提供买方履行义务的充分保证；或(iii)如果买方破产或无力清偿其到期债务，或进入清算程序或由买方申请或针对买方而提起的任何破产程序，或买方的全部或大部分资产被指定受托人、接管人或破产管理人，或如果买方为其债权人的利益而进行任何转让；或(iv)如果买方不遵守任何法律、法规、条例、法典或标准（“法律和标准”），则卖方在不影响其任何其他权利的情况下，可书面通知买方：(a)要求其归还任何未付款的已交付产品，归还产品的所有相关费用应由买方承担；和/或(b)卖方中止履行或终止待交付产品的订单确认书，除非买方以预付货款的方式支付相应产品款项，或向卖方提供该等付款的充分保证。在任何上述事件中，对于已交付买方且未被卖方收回的产品，卖方的所有待结债权立即到期并应被偿付。

10. Taxes, Fees, and Duties. Buyer will reimburse Seller for all federal, national, state, provincial, local or other taxes (other than income taxes), excises or charges, including environmental remedial taxes and fees, which Seller must pay in connection with the manufacture and supply of Product, but only those amounts not already included in the price at the commencement of this contract. Seller reserves to itself all applicable duty drawback allowances, and Buyer shall provide assistance in connection with Seller's application for the same.

11. Title and Risk of Loss; Other Risks. Title and risk of loss to the Product shall pass to Buyer at Seller's point of shipment. Buyer assumes all risks and liabilities (i) arising out of unloading, discharge, storage, handling and use of the Product, or (ii) arising out of compliance or non-compliance with federal, national, state, provincial, or local laws and regulations governing or controlling such activity. Seller has no liability for the failure of discharge or unloading equipment or materials used by Buyer, whether or not supplied by Seller.

12. Force Majeure. Seller shall not be subject to any liability or damages for delay in performance or non-performance as a result of fire, flood, ice, natural catastrophe, pandemic, strike, lockout, labor shortage, labor dispute or trouble, accident, riot, act of governmental authority, act of God, war, act of terrorism (including cyber-terrorism and ransomware attacks), or other contingencies and/or circumstances beyond its reasonable control interfering with the production, supply, transportation, or consumption of the Products or with the supply of any raw materials used in connection therewith, or the inability of Seller to purchase raw materials at a commercially reasonable price, or if performance would be contrary to, or constitute a violation of, any regulation, law, or requirement of a recognized government authority, and quantities so affected may be eliminated by Seller from this contract without liability or damages to Seller, but this contract shall otherwise remain unaffected. Seller may, during any period of shortage due to any cause, prorate, and allocate its supply of such materials among itself for its own consumption, its subsidiaries, affiliated companies, its accepted orders, contract customers, and its regular customers not then under contract in such a manner as may be deemed fair and reasonable by Seller. In no event shall Seller be obligated to purchase any substitute Products in the marketplace to satisfy its obligations hereunder. Buyer's failure to pay for the Products shall not constitute a force majeure event hereunder.

13. Shortage of Product. During periods when

10. 税收、费用和关税。买方应向卖方偿还所有联邦、国家、州、省、地方或其他税收（所得税除外）、消费税或收费，包括卖方应针对产品的制造和供应而支付的环境救济税和费用，然而应限于未列入本协议生效时价格的金额。卖方为自己保留所有适用的退税津贴，并且买方应在卖方申请退税方面提供帮助。

11. 所有权及损失的风险；其他风险。产品的所有权及损失的风险应在卖方的装运点转移至买方。买方应承担（i）因产品的卸载、卸货、储存、处理和使用，或（ii）因遵守或不遵守用于管理或控制相关活动的联邦、国家、州、省或地方法律法规而引起的所有风险和责任。对于买方使用的卸载或卸货设备或材料（无论是否由卖方提供）的故障，卖方将不承担任何责任。

12. 不可抗力。由于火灾、水灾、冰灾、自然灾害、疫情、罢工、停工、劳工短缺、劳资纠纷、事故、暴乱、政府行为、天灾、战争、恐怖主义行为（包括网络恐怖主义和勒索软件攻击），或其他超出卖方合理控制范围的意外事件和/或情况干扰了产品的生产、供应、运输或消费，或卖方无法以商业上合理的价格购买原材料，或如果履约将不符合或违反任何法律法规或公认的政府的要求，卖方不应承担任何延迟履约或不履约的责任和损失。而受此影响的数量可由卖方从本协议中剔除，但卖方不对此承担责任或损失，本协议在其他方面应保持不受影响。在由于任何原因造成的短缺期间，卖方可以按比例并按其认为公平合理的方式在其自身消费、其子公司、关联公司、其接受的订单、合同客户以及当时未签订合同的普通客户之间分配该等材料的供应。在任何情况下，卖方都没有义务在市场上购买任何替代产品以满足其在本协议下的义务。买方未能支付产品的费用不应构成本协议下的不可抗力事件。

demand for Product exceeds Seller's capability to supply, whether due to a force majeure or otherwise, Seller may distribute Product among itself for its own uses, Buyer, and other customers, in such manner as Seller deems fair and practicable. Buyer shall accept, as full and complete performance by Seller, deliveries in accordance with such determinations as Seller may make. Except in the case of a force majeure, if not satisfied with Seller's determination, Buyer as its sole remedy shall have a right to terminate this contract without further obligation upon: (i) 10 calendar days' written notice; and (ii) payment for all Product received to date.

14. Notice of Change. Unless otherwise agreed in a writing signed by Seller, Seller may make changes to its Product and process without notice to, or approval from, Buyer so long as the Product Specifications do not change and the Product conforms to such Specifications. Buyer acknowledges that information in Seller's marketing materials, technical data sheets and other descriptive publications distributed or published on its websites may vary from time to time without notice. Any such statement, sample or other information of Seller in relation to the Specifications, the Products and the use thereof are furnished for the accommodation of Buyer only and are not warranties or representations of performance.

15. Indemnities. Except to the extent solely attributable to the gross negligence or willful misconduct of Seller, Buyer will indemnify, defend and hold Seller harmless from all costs, expenses, damages, judgments or other loss, including without limitation costs of investigation, litigation and reasonable attorney's fees ("Buyer Indemnity Costs"), arising out of Buyer's selection, use, sale or further processing of the Product or Buyer's product made therefrom. Buyer acknowledges that Seller has furnished to Buyer Safety Data Sheets, which include warnings together with safety and health information concerning the Product and/or the containers for such Product. Buyer shall disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors and customers. Buyer shall indemnify, defend and save Seller harmless against any and all liability for Buyer Indemnity Costs arising out of or in any way connected with Buyer's failure to disseminate such information. Buyer intends that its indemnification obligations for claims related to or brought by anyone directly or indirectly employed by Buyer or its subcontractors will not be limited by any provision of any worker's compensation act, disability benefit act

13. 产品短缺.在产品需求超过卖方的供应能力时,无论原因是否归结为不可抗力或其他,卖方可以以卖方认为公平和可行的方式,在其自身、买方和其他客户之间分配产品。买方应当接受根据卖方的该等决定提供的产品,并视为卖方已经全面和完全地履行了义务。除非在不可抗力的情况下,买方如不满足卖方的决定,作为唯一的救济办法,买方在满足如下条件时,有权解除协议,而无需进一步履行其义务:(i) 买方提前10天向卖方发出书面通知;和(ii) 买方对迄今已接收的所有产品已经付款。

14. 更改通知.除非在卖方签署的书面文件中另有约定,否则,只要产品规格不变且产品符合该等规格,卖方可以对其产品和工艺进行更改,而无需通知买方或得到买方的批准。买方承认,卖方的营销材料、技术数据表以及在其网站上公开的其他描述性出版物中的信息可不时变化,而无需另行通知。卖方所提供的与规格、产品及其使用有关的任何该等描述、样本或其他信息仅为买方之便利而提供,并非就其履行义务而做出的任何保证或陈述。

15. 赔偿.除非完全归咎于卖方的重大过失或故意不当行为,否则买方将对卖方因买方选择、使用、销售或进一步加工产品或买方用该产品制造的产品而产生的所有费用、开支、损害、判决或其他损失进行赔偿、辩护并使卖方免受损害,包括但不限于调查、诉讼和合理的律师费("买方赔偿费用")。买方承认,卖方已向买方提供了安全数据表,其中包括有关产品和/或该产品容器的警告以及安全和健康信息。买方应传播此类信息,以便向买方可以合理预见的可能接触此类危险的人员发出可能的危险警告,包括但不限于买方的雇员、代理人、承包商和客户。对于因买方未能传播此类信息而引起的或以任何方式与之相关的买方赔偿费用,买方应向卖方进行赔偿、为卖方辩护并使其免受损害。对于与买方或其分包商直接或间接雇用的任何人有关的或由其提出的索赔,买方认可其赔偿义务将不受任何工人赔偿法、残疾福利法或其他雇员福利法的任何禁止向买方索赔或阻止买方履行赔偿义务的限制,并且买方在此放弃此类法案下的豁免权。

or other employee benefit act, and Buyer hereby waives immunity under such acts to the extent it would bar recovery under or prevent enforcement of Buyer's indemnification obligations.

16. Re-Sale and Re-Export; Compliance with Laws.

Seller prohibits re-sale of Product unless expressly permitted by Seller in writing. Buyer will comply with all Laws and Standards respecting the export and/or re-export of Product. If Buyer resells the Products, Buyer agrees to the Terms and Conditions Regarding Buyer Resale of Avient Products located at [www.avient.com/terms](http://www.avient.com/terms). Seller makes no promise or representation that the Product shall conform to Laws and Standards, unless expressly stated in Seller's order confirmation or in the Specifications. Buyer acknowledges that the use of Product may be subject to requirements or limitations under Laws and Standards. Buyer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended use of Product; and (ii) obtaining all necessary approvals, permits or clearances for such use. Buyer acknowledges and represents that it is familiar with and shall strictly comply with all applicable laws and regulations concerning the trade, export or re-export of products, services, data or technology ("Items"), including but not limited to the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the trade sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Export Control Law of the PRC, the Foreign Trade Law of the PRC, and other applicable laws and regulations administered by China's relevant authorities ("Trade Control Laws"). Buyer shall not (re-) export or (re-) transfer or disclose, directly or indirectly, any of the Products or Items supplied by Seller and/or any Items incorporating or processed from such Products, in breach of any Trade Control laws, or, in the event an export license or other approval is required from any governmental authority or agency, without first obtaining such license or approval. If required to enable any competent authority or agency to verify compliance with Trade Control Laws, Buyer shall, if so requested by Seller, promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Products and any other relevant information with regard to existing Trade Control Laws. Buyer agrees to indemnify and hold harmless Seller from and against any liability (including fines or legal fees) incurred by Seller with respect to any export or re-export activities by Buyer in violation of its obligations under the applicable Trade Control Laws. Buyer expressly warrants that employees,

16. 再销售和再出口；遵守法律。 卖方禁止产品的再销售，除非卖方以书面形式明确允许。买方将遵守有关产品出口和/或再出口的所有法律和标准。如果买方再销售产品，买方同意关于买方再销售 Avient 产品的条款和条件（详见 [www.avient.com/terms](http://www.avient.com/terms)）。除卖方的订单确认书或规格中另有明确规定外，卖方不对产品应符合法律和标准做出任何承诺或陈述。买方承认，产品的使用受法律和标准的要求或限制。买方应全权负责(i)确保其遵守与产品预期用途相关的所有法律和标准；和(ii)为该等用途获取所有必要的批准、许可或核准。买方承认并陈述，其熟悉并将严格遵守与产品、服务、数据或技术（“物项”）的贸易、出口或再出口相关的所有适用法律和法规，包括《国际武器贸易条例》（ITAR）、《出口管理条例》（EAR）、由美国财政部海外资产控制办公室管理的贸易制裁法规、《中华人民共和国出口管制法》、《中华人民共和国对外贸易法》，以及由中国相关部门管理的其他相关法律和法规（“贸易管制法律制度”）。买方不得在违反任何贸易管制法律制度的情况下，或在需要获得任何政府主管部门或机构颁发的出口许可证或其他批准而未事先获得该等许可证或批准的情况下，直接或间接地（再）出口、（再）转让或披露卖方供应的任何产品或物项，和/或组成该等产品或由该等产品加工而成的任何物项。如果需要任何主管部门或机构核实其是否遵守贸易管制法律制度，且卖方提出相应要求，买方应及时向卖方提供与产品的特定终端客户、特定目的地和特定预期用途相关的所有信息以及现行贸易管制法律制度的任何其他相关信息。买方同意对其违反适用贸易管制法律制度规定的义务而进行的任何出口或再出口活动所产生的任何责任（包括罚款或法律费用）进行赔偿并使卖方免受损害。买方明确保证，买方的雇员、代理人 and 分包商不得直接或间接地 (i) 接受、承诺、给予或提供任何不正当的好处给下列人员，或(ii)与下列人员或就下列事项订立协议：(a)任何实体或个人，包括政府官员或政府控制的实体的官员，或(b)将构成对适用法律和标准的违反的产品相关的事项。

agents and subcontractors of Buyer shall not directly or indirectly (i) accept, promise, offer or provide any improper advantage to, or (ii) enter into an agreement (a) with any entity or person, including officials of a government or a government-controlled entity, or (b) relating to a product, which would constitute an offense or infringement of applicable Laws and Standards.

17. No Publicity. Buyer shall not use Seller's name or trademarks in any advertisements, product descriptions, packaging materials, websites, or any other promotional materials, except with the prior written consent of Seller.

18. Assignment/Delegation/Subcontracting. Buyer may not assign rights or delegate duties hereunder except with the prior written consent of Seller, not to be unreasonably withheld. Seller may assign rights or delegate duties and/or subcontract the performance of Seller's obligations hereunder without the consent of Buyer. Seller shall have the right to terminate an order confirmation with immediate effect if at any time prior to delivery, a person or group of persons who are unrelated to the persons controlling Buyer as of the date of the order confirmation, acquires control, through ownership of voting securities or otherwise, over Buyer. Buyer must notify Seller of such acquisition within 10 (ten) days thereof. Within 10 (ten) days after receipt of such notice, Seller may exercise its right to terminate the order confirmation by giving Buyer written notice.

19. Integration. These Terms, together with (i) the product description, quantity, price, and payment terms stated on Seller's order confirmation, (ii) any credit agreement, and (iii) the Specifications, if any, constitute the complete and final agreement and understanding between Seller and Buyer relating to the Product and supersede all prior oral or written communications, agreements, understandings, representations, statements, and assurances between the parties. No statement of agreement, oral or written, made before or at the formation of the contract shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereof unless such change occurs in a writing signed by the other party and specifically identifying it as an amendment to the contract. No modification or addition to the contract shall occur by the acknowledgment or acceptance by Seller of a purchase order, acknowledgment, release or other form submitted by Buyer containing additional or different terms or conditions.

17. 不得宣传。买方不得在任何广告、产品说明、包装材料、网站或任何其他宣传材料中使用卖方的名称或商标，除非事先得到卖方的书面同意。

18. 转让/委托/分包。买方不得转让本协议项下的权利或委托他人履行义务，除非事先得到卖方的书面同意，但卖方不得无理拒绝。卖方可以在未经买方同意的情况下转让权利或委托义务和/或分包卖方在本协议下义务的履行。如果在交货前的任何时间，与订单确认日期之时拥有买方控制权者无关的个人或团体通过持有表决权证券或其他方式获得了对买方的控制权，则卖方有权立即终止订单确认书。买方必须在10（十）天内将该等收购事宜通知卖方。收到该等通知后的10（十）天内，卖方可以通过向买方送达书面通知的方式行使其终止订单确认书的权利。

19. 完整协议。该等条款，连同（i）卖方订单确认书上注明的产品描述、数量、价格和付款条款，（ii）任何信贷协议，以及（iii）规格（如有），构成了卖方和买方之间关于产品的完整和最终的协议和理解，并取代了双方之前的所有口头或书面沟通、协议、理解、陈述、声明和保证。在协议订立之前或订立时作出的任何口头或书面协议声明都不得改变或修改本协议的书面条款，任何一方都不得要求对本协议的任何条款进行任何修正、修改或解除，除非这种改变发生在另一方签署的书面文件中并明确指出是对协议的修正。卖方确认或接受买方提交的包含额外或不同条款或条件的采购订单、确认书、免除函或其他文件，不应视为对协议的修改或补充。

20. U.N. Convention. The United Nations Convention respecting Contracts for the International Sale of Goods shall not apply to sales under these Terms.

21. Applicable Law. The laws of China shall govern the interpretation and construction of this contract.

22. Confidentiality. To the extent Seller and Buyer have executed a separate confidentiality agreement, then the terms of such confidentiality agreement shall control. To the extent Seller and Buyer have not executed a separate confidentiality agreement, any and all information provided by or on behalf of Seller shall be treated as confidential and shall only be used by Buyer for the purpose of transactions between the parties. In case Buyer is required to disclose the information by virtue of a court order or statutory duty, Buyer shall immediately inform Seller and reasonably cooperate with Seller should it seek to obtain a protective order. Buyer shall, upon demand by Seller, promptly return to Seller or destroy all such information. Buyer shall not retain a copy thereof. Buyer will sign a reasonable confidentiality agreement upon request and ensure its employees are bound by at least equally restrictive confidentiality obligations as those stated herein.

23. Arbitration. If any dispute, controversy or claim arises from or in connection with this contract, including any question regarding the existence, validity or termination of this contract (“Dispute”), the parties shall, at the written request of any party, endeavor to resolve such Dispute through amicable negotiations. In the event that no settlement is reached within 60 days after such written request has been received, then any party may submit the Dispute to the China International Economic and Trade Arbitration Commission (“CIETAC”) Shanghai Sub-commission for arbitration, which shall be conducted in accordance with CIETAC’s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on the parties. The place of arbitration shall be in the city of Shanghai, PRC. The language of the arbitration shall be Chinese. The tribunal shall consist of three arbitrators. One arbitrator shall be appointed by Buyer, and one arbitrator shall be appointed by Seller. The presiding arbitrator shall be appointed by agreement between the two arbitrators already appointed or, if there is no agreement within 20 days of the appointment of the two party-appointed arbitrators, in accordance with CIETAC’s arbitration rules. The presiding arbitrator shall not be a national of: (a) the United States of America; or (b) the PRC. To the fullest extent permitted under the CIETAC arbitration rules, any arbitrator to the arbitration (including any arbitrator appointed by CIETAC) may

20. 联合国公约。有关国际货物销售合同的联合国公约不适用于本条款项下的交易。

21. 适用法律。本协议的解释和构成应适用中国法律。

22. 保密。卖方和买方已签署单独保密协议的，以该等保密协议的条款为准。在卖方和买方未签署单独的保密协议的情况下，由卖方或代表卖方提供的任何及所有信息应被视为保密信息，仅由买方为双方交易之目的而使用。如果买方因法庭命令或法定义务要求而需披露该等信息，买方应立即通知卖方，并在卖方寻求获取保护令时与之合理合作。买方应基于卖方要求及时将所有该等信息归还卖方或将其销毁。买方不得保留任何该等信息的副本。买方将根据要求签署一份合理的保密协议，并确保其雇员至少受与本协议所载明的保密义务具有同等限制性的保密义务的约束。

23. 仲裁。对于本协议引起的或与本协议相关的任何争议、争端或诉求，包括因本协议存续、效力或终止而产生的任何问题（“争议”），各方在任何一方的书面请求下，应尽力通过友好协商解决该等争议。如果在收到该书面请求后60天内仍未达成和解，则任何一方均可将争议提交中国国际经济贸易仲裁委员会（“CIETAC”）上海分会仲裁，仲裁应按照申请仲裁时有效的CIETAC仲裁规则进行。仲裁裁决为最终裁决，对各方具有约束力。仲裁地点为中华人民共和国上海市。仲裁语言为中文。仲裁庭应由三名仲裁员组成。其中一名仲裁员由买方指定，一名仲裁员由卖方指定。首席仲裁员应由已指定的两名仲裁员协商指定，若在双方指定各自仲裁员的20天内未达成一致，则应根据CIETAC的仲裁规则指定。首席仲裁员不得是下列国家的国民：(a)美利坚合众国；或(b)中华人民共和国。在CIETAC仲裁规则允许的最大范围内，任何仲裁员（包括CIETAC指定的任何仲裁员）可从CIETAC仲裁员小组之外提名和指定。

be nominated and appointed from outside CIETAC's panel of arbitrators.

24. Termination. Seller may terminate this contract at its sole option upon 14 calendar days' written notice to Buyer.

25. Severability. In the event of invalidity of a provision of these Terms, the parties shall deem that provision stricken in its entirety and the balance of these Terms shall remain in full force and effect.

26. Language. In the event of discrepancies between the English and Chinese versions, the English version shall prevail.

24. 终止。卖方可自行选择终止本协议，但需提前14个日历日书面通知买方。

25. 可分割性。如果该等条款中的某项规定无效，双方应将该规定视为全部删除，而该等条款的其余部分应保持完全的效力和作用。

26. 语言。中英文版本不一致的，以英文为准。