

Invoice To: MARY KAY INC
 ATTN: ACCOUNTS PAYABLE
 PO BOX 799045
 DALLAS TX -75379-9045
 United States

Purchase Order

Order Number: 883663 000 OP
 Order Revision
 Originator Ordonez, Monique

Branch/Plant M001

Shipped From: Shanghai Achieve-tech Printing & Packagi
 Floor 1, Building 2,
 No. 561 North Nujiang Road,
 Putuo District
 Shanghai 200333

Ship To: MARY KAY INC. - ASRS - Corporate WH
 2213 Connector Dr
 Dallas TX 75220

Order Date: 9/22/2023

Requested: 5/22/2024 Order Taken By: Delivery:

Currency Code: USD Base Currency: USD Exchange Rate:

Line	Rev	Description	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Promise Date	Related Order No	Ty	Agreement
1.000		CELLO BAG- SATIN LIPS SET	50000.000	EA	.0450	EA	2,250.00	5/22/2024	5/22/2024			***

Part Num: 10228894

HTS#: 3923290000

Shipping Terms/INCOTERM: FCA-Origin PORT-INCO2020

do not ship before december 31st all documentation should have a 2024 date

Country of Origin CN CHINA

Approved Manufacturers

Total Order 2,250.00

Sales Tax Total Order

Term Net 45 Days Tax Rate *NA* .00 2,250.00

Purchasing Agent: 50110 FINISHED GOODS BUYER

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MARY KAY INC. PURCHASE ORDER TERMS AND CONDITIONS

1. Failure of Seller to comply with any of the following terms and conditions gives the Buyer the right to cancel all or any part of this Purchase Order and, at its sole option, either pay Seller for services or goods actually provided by Seller or return the goods to Seller at Seller's expense and risk if delivery of goods has been completed). In the event of cancellation by Buyer, Buyer shall have the right to purchase the goods from another source and charge the Seller with all loss incurred by Buyer as a result, except in the event that such failure occurs due to an Act of God, acts of war, act of State, riot or civil commotion, strike, fire, flood, or other cause beyond the Seller's reasonable control (a Force Majeure occurrence).
 - A. This Purchase Order shall be accepted by the signing and returning of the Purchase Order OR by Seller's commencement of work on the goods and/or services subject to this Purchase Order, or shipment of such goods or provision of such services, whichever comes first.
 - B. This Purchase Order shall not be filled at higher than amount shown on this Purchase Order. Mary Kay Inc. standards allow for +/-5% of approved bid or \$5,000, unless different terms are specified on this Purchase Order.
 - C. Delivery shall be effected during Buyer's business hours according to the delivery directions stated on this Purchase Order.
 - D. All goods furnished shall be properly marked and packaged in a manner acceptable to both Seller and Buyer, be free of defects and in accordance with specifications indicated herein, and shall be subject to inspection by the Buyer after delivery.
 - E. Time is of essence with this Purchase Order. Delivery must be made both in the quantity and at the date specified on this Purchase Order. Seller shall contact the Buyer immediately in writing upon Seller's becoming aware that a delivery cannot be made by the delivery date stated in this Purchase Order. If delivery of items or rendering of services is not completed by the delivery date, the Buyer reserves the right without liability in addition to its other rights stated herein to terminate this Purchase Order by written notice to Seller effective when received by Seller as to items not yet shipped or services not yet rendered. Buyer shall also have the right to purchase substitute items or services from another source and charge Seller with any loss incurred.
 - F. Seller warrants the genuine and true origin of its goods and that the country of origin declaration(s) accompanying each shipment accurately describe(s) the true origin of each shipment.
 - G. Unless otherwise agreed to in writing, Seller shall be responsible for obtaining all export/import licenses, certificated of origin and other documentation necessary for importation and clearance through customs. Seller agrees that Buyer will be the sole recipient of any drawbacks refunded by U.S. Customs on the goods and will fully cooperate with Buyer to obtain such refunds, at no additional charge.
2. No charge shall be allowed for boxing, crating, or origin cartage unless specifically noted with price by the Buyer on this Purchase Order.
3. All shipped memoranda and packages shall bear this Purchase Order number. Packages, etc., shall be plainly marked and accompanied by a slip specifying the goods, the Buyer's stock number, specifications, and weight or quantity in each package or container, all of which shall also appear on the invoices and the packages themselves.
4. All risks whatsoever to the goods to be delivered pursuant to this Purchase Order shall be assumed and borne by the Seller until the goods are actually delivered to the Buyer's receiving point and delivery documents are signed by an authorized representative of Buyer.
5. All invoices shall be rendered on the date of shipment and be accompanied by (a) an original bill of lading if covering collect freight shipments or (b) a copy of the bill of lading if on prepaid shipments. Any discount period provided for with respect to payment for this Purchase Order shall be deemed to commence on the date that (i) the goods have been actually received by Buyer, or (ii) the date that invoices and bills of lading shall have been received in proper form by Buyer, whichever shall be later.
6. In performing its obligations under this Purchase Order, the Seller shall comply with all international, federal state and local laws, regulations, order, ruling and guidelines, where the merchandise covered by this Purchase Order is manufactured or delivered, including but not limited to the use of child or prison labor, sanitary requirements, tickets, labels, certifications of quality or other identification marks, and all other requirements.
7. Seller warrants that all goods and services furnished under this Purchase Order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be of satisfactory quality materials and workmanship and free from defect. Seller warrants that all material which is the product of Seller or is in accordance with Seller's specifications will be suitable for the purpose intended. Materials and items which are defective may be returned at Seller's expense including all transportation expenses. These warranties shall run to and shall be held for the benefit of Buyer, its

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successors, assigns, customers and the users of its product, and Seller shall be responsible for all damages resulting from breach of these warranties and shall defend all legal actions against Buyer under this warranty. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty and such warrants shall survive inspection, test, acceptance and use.

8. SELLER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTOR SALES FORCE, AND AGENTS, FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, ASSESSMENTS, JUDGMENTS, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE ARISING IN FAVOR OF ANY PERSON WHATSOEVER ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH, THE WARRANTIES BY SELLER UNDER THIS PURCHASE ORDER INCLUDING, WITHOUT LIMITATION, ANY PRODUCT LIABILITY CLAIM INCLUDING SUCH PRODUCTS, AND FOR CLAIMS ARISING OUT OF THE SERVICES OR OPERATIONS PERFORMED BY THE SELLER, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SELLER). EXCEPT TO THE EXTENT CAUSED BY SOLE NEGLIGENCE OF BUYER, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTOR SALES FORCE OR AGENTS, SELLER SHALL OBTAIN AND MAINTAIN LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY TO COVER THE INDEMNITIES ASSUMED ABOVE, SUCH INSURANCE WILL IN NO WAY LIMIT OR RESTRICT SELLER'S OBLIGATION UNDER THIS PARAGRAPH AS TO THE IDEMNIFICATION OF BUYER AND FURTHER, THE INSURANCE WILL BE IN NO WAY LIMITED BY ANY LIMITATION PLACED UPON THE INDEMNITY HEREIN GIVEN AS A MATTER OF LAW.

9. All design, tools, samples, patterns, drawings and other information or equipment supplied by Buyer to Seller or purchased by Buyer from Seller relating to, or for the manufacture of, the materials contracted for, including all intellectual property rights associated therewith, including without limitation, copyrights and trademarks, shall be and remain the sole property of Buyer, and removable by Buyer at any time. Any original work of authorship which Seller produces or composes in connection with the services to be performed hereunder for Buyer and any design, first developed, produced, designed, manufactured, or procured by Seller (or third party vendors at Seller's direction) pursuant to the instructions of Buyer or developed jointly by Buyer and Seller for purchase or production under this purchase order, including without limitation any audio/visual master, shall be deemed to be a work for hire that shall be owned by Buyer, and Seller agrees it will cooperate fully with Buyer in executing, upon Buyer's request, any appropriate form of assignment requested by Buyer regarding Buyer's interest in and to such matters and any intellectual property right thereto. Seller agrees to assign and hereby irrevocably assigns to Buyer, its successors, assigns, or designees, all worldwide rights, title, and interest in and to all works for hire and in and to all worldwide copyrights, trademarks, trademark applications, patents, patent applications, trade secrets, and other intellectual property rights in any works for hire. Seller agrees that it will preserve, maintain and keep the said items in good condition, properly identified and segregated and will replace said items when necessary. Seller expressly agrees it will not use any of said items in the production, manufacture or design of any articles or materials for any other individual or company without first obtaining Buyer's written permission. Upon termination of this Purchase Order, said items shall be returned to Buyer unless otherwise directed in writing by Buyer. Said items shall be fully insured by Seller against any and all losses and Seller shall be responsible to Buyer for any such loss.

10. Seller shall consider all information furnished to Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Seller obtains written permission in advance from Buyer to do so. This paragraph shall, without limitation, also apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this Purchase Order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods and/or services from Seller, nor shall any information relating to the Purchase Order disclosed without Buyer's prior written permission. No commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer respect thereto except such rights as may exist under patent laws. Seller recognizes that Buyer's employees have no authority to accept any information in confidence.

11. THE SELLER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTOR SALES FORCE, AND AGENTS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, ASSESSMENTS, JUDGMENTS, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE ARISING OR RESULTING FROM, OUT OF, OR IN CONNECTION WITH ANY INFRINGEMENT, USE OR MISUSE AND ANY ALLEGED INFRINGEMENT OR USE OR MISUSE OF ANY AND ALL PATENTS, UN-PATENTED INVENTIONS OR PROCESSES, TRADEMARKS, COPYRIGHTS AND MATTER WHICH MAY BE CONSIDERED AS OR BE UNFAIR COMPETITION INSOFAR AS ANY OF THE SAME RELATE TO PRODUCTS PRODUCED OR SERVICES RENDERED IN ACCORDANCE WITH DESIGNS OR SPECIFICATIONS PROVIDED BY SELLER.

12. In addition to any other rights of termination granted to Buyer hereunder, Buyer shall also have the right to cancel all or any part of this Purchase Order in the event that Seller shall discontinue its normal business operations, become insolvent, or make a general assignment for the benefit of creditors or if any proceedings shall be commenced by or against Seller under any bankruptcy, insolvency, dissolution, reorganization, or litigation Act; or a Trustee, Receiver, Liquidator, or Conservator for Seller shall be applied for or appointed.

13. The Seller shall not assign or delegate to another, the performance required by acceptance of this Purchase Order without the express written permission from Buyer.

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14. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Texas and venue for any matter arising out of this Purchase Order shall be Dallas County, Texas.

15. None of the terms and conditions contained in this Purchase Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer and each shipment received by the Buyer from Seller shall be deemed to be only upon the terms and conditions as set forth in the Purchase Order, except as they may be added to, modified, superseded or otherwise altered in accordance with the terms of this paragraph, notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.

16. Buyer is the producer with final creative control.

17. The Seller is working under Buyer's direction. The relationship created by this Purchase Order is that of independent contractor. Seller shall not be deemed an agent, employee, partner, or joint venturer of Buyer for any state or federal tax purposes or otherwise. Because Seller is not an employee of Buyer, Seller acknowledges that Seller is not entitled to any benefits that are available to Buyer's employees, including, but not limited to, vacation pay, health care, and any pension plan benefits.

18. Buyer is purchasing an audio/visual master to be created by Seller under this Purchase Order. Buyer has exclusive ownership of all work being created under this Purchase Order.

19. Seller represents and warrants that it shall not violate the Foreign Corrupt Practices Act, or other applicable anti-corruption laws or regulations, including those enacted under the Organization for Economic Cooperation and Development (OECD), in performance of Services under this Purchase Order. Seller shall indemnify and hold Buyer harmless from Seller's breach of any US or foreign anti-corruption laws. Any such violation shall immediately terminate this Purchase Order in accordance with the termination provisions of this Purchase Order and Buyer shall be relieved from further performance under this Purchase Order. Seller agrees to execute all certifications of compliance with foreign laws and regulations as required by Buyer, and to furnish such further certifications as may be required from time to time.

20. In compliance with the Uyghur Forced Labor Prevention Act and other laws prohibiting the use of forced labor, Mary Kay Inc. prohibits the use of forced labor to produce or manufacture, in whole or in part, including any raw material or constituent part, any of the goods listed on the Purchase Order. By Seller's acceptance of this Purchase Order, Seller affirms that Seller has performed sufficient due diligence of its supply chain to assess the origin of the goods ordered on this Purchase Order and none of the goods ordered were produced, in whole or in part, using forced labor from the Xinjiang Uyghur Autonomous Region ("XUAR") of China. To the extent Mary Kay Inc. orders goods either produced with forced labor from or originating from the XUAR, Seller shall immediately inform Mary Kay in writing.