

Document (Or 30843735 OP 000

Change Order 0

Mailing Na 高彦芳

Invoice To: 玫琳凯 (杭州) 日用品有限公司
 杭州经济技术开发区14号大街 (西) 35号
 No. 35(west) 14th Street, Qiantang Distr
 Hangzhou City, Zhejiang Province, China
 310018

Purchase Order

Shipped From 上海鸿洋印刷包装制品有限公司
 上海市梅园路228号企业广场1613-1617室
 上海 -
 Default Country

Business Uni 306
 Ship To 玫琳凯 (杭州) 日用品有限公司 (杭州工厂)
 杭州市经济开发区14号大街 (西) 35号
 杭州市
 浙江

Order D	2/1/2024	Freight Han		Carrier Number	
Requested	3/1/2024	Order Taken By		Delivery Instructions	
Currency Code	CNY	Currency Code of	CNY	Exchange Rate	Reference 2

Line	Chg	Description	2nd Item	Quantity	UOM	Unit	PU	Extended	Request	Original	Orig Ord
Number	Ord		Number	Ordered	\$	Cost	UM	Price	Date	Order No	Type
1.000	0	CARTON-CN EYE SOOTH GEL	20220141	58000.000	EA	.2503	EA	14,517.40	3/1/2024	30843710	OR ***
		<u>Country of Origin</u> CN CHINA						<u>Approved Manufacturers</u>			
2.000	0	CARTON-CN MAKEUP REMOVER	20223357	30400.000	EA	.3625	EA	11,020.00	3/1/2024	30843710	OR ***
		<u>Country of Origin</u> CN CHINA						<u>Approved Manufacturers</u>			

Total Order 25,537.40

Tax Group Summa

IV13	13.000 %	25,537.40	3,319.86
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ADDITIONAL TERMS AND CONDITIONS

(采购订单条款说明)

This order's condition is based on the related MK agreement with the supplier.

(本采购订单条款请遵照供应商与玫琳凯所签订的合同条件。)

ADDITIONAL TERMS AND CONDITIONS

NO PERSON AUTHORIZED TO BIND BUYER BY ORDER EXCEPT UNDER CONDITIONS OF THIS ORDER FORM.

1. Failure to comply with any of the following terms and conditions gives the Buyer the right to cancel all or any part of this order (and return the goods Collected and at the Seller's risk if delivery has been completed) and purchase elsewhere and charge the Seller with all loss incurred as a result, except in the event of such failure occurring due to an Act of God, strike, fire or similar circumstances beyond Seller's control.

A. This order shall be accepted by the signing and returning of the Acceptance Copy enclosed herewith or by Seller's commencement of work on the goods or services subject to this order or shipment of such goods, whichever comes first.

B. This order shall not be filled at a higher than amount shown on this order. Terms are specified on this order.

C. Delivery shall be effected during business hours within the time and according to the directions stated on this order or made a part hereof.

D. All goods furnished shall not be misbranded or falsely advertised and shall be properly marked and packaged 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 order. Delivery must be made both in the quantity and at the date specified on the face of this order. Seller shall contact the Buyer immediately upon Seller's becoming aware that a delivery cannot be made on schedule. If delivery of items or rendering of services is not completed by the time promised, the Buyer reserves the right without liability in addition to its other rights and remedies to terminate this order by notice effective when received by Seller as to items not yet shipped or services not yet render and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.

F. Seller shall be responsible for all Original Receiving Charges incurred in connection with this order.

G. 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.

H. Unless otherwise agreed to in writing, Seller shall be responsible for obtaining all export/import licenses, certificates 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 P. R. China 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 order.

3. All shipped memoranda and packaged shall bear this 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.

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4. All risks whatsoever to the goods to be delivered pursuant to this order shall be assumed and borne by the Seller until the goods are actually delivered to the Buyer's receiving point and delivery documents signed by an authorized representative of Buyer.

5. In filling this order:

A. The Seller hereby guarantees that no food, drug or cosmetic delivered pursuant to this order is adulterated or misbranded within the meaning of any State Pure Food and Drug Laws or of the Federal Food, Drug & Cosmetic Act, as amended, of the U.S., or is an article which may not under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce.

B. The Seller hereby guarantees that all color additives delivered pursuant to this order were manufactured by it, and (where color additive regulations require certification) are from batches certified in accordance with the applicable regulations promulgated under the Federal Food, Drug & Cosmetic Act, as amended, of the U.S.

C. The Seller certifies and guarantees that all goods called for herein have been produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended. (Applicable only to goods, production of which is covered by the Act.)

D. The Seller hereby guarantees that no article delivered pursuant to this order is a misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substances Labeling Act of the U.S..

E. Each of the Seller's invoices for said goods shall confirm in writing the substance of the above guarantees.

6. In the event that article purchased hereunder shall become a banned hazardous substance, under the Federal Hazardous Substances Labeling Act of the U.S., or equivalents of other countries or be the subject of a recall or market withdrawal determined necessary or advisable by Buyer under the Food, Drug & Cosmetic Act, the Federal Hazardous Substances Labeling Act, or the Consumer Product Safety Act of the U.S. or equivalents of other countries, Seller agrees that it will take existing stock in Buyer's and/or

Buyer's dealer's possession and/or dealer's customer's possession, and will promptly reimburse Buyer for such returned articles at the price originally paid by Buyer to Seller, plus costs for return shipment to Seller, including any and all reasonable costs incurred by Buyer in returning such articles from its dealers and/or its dealer's customers. The determination as to when such product recovery shall be instituted as well as the extent and administration of such product recovery shall be within Buyer's sole discretion, provided that the Buyer shall comply with all relevant laws. In the event that the Buyer acquires information which requires notification under Section 15 of the Consumer Product Act of the U.S., it is understood that the Buyer will promptly notify the Consumer Product Safety Commission and Seller, without incurring any liability to Seller as a result of such notification.

7. All invoices shall be rendered in duplicate 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 order shall be deemed to commence of this 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.

8. In performing its obligations under this order, the Seller shall comply with all international, local laws, regulations, orders, rulings and guidelines of countries, including without limitation P.R. China, where the merchandise covered by this order is manufactured, traded, delivered, or used 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.

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9. 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 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. Seller further warrants and agrees that it does not conduct or commission animal testing of cosmetic and/or household products, including without limitation ingredients or formulations of such products. By accepting this order Seller agrees to be bound by the conditions of the Supplier Statement of Assurance issued by the Coalition for Consumer Information on Cosmetics, a copy of which is available from Buyer.

SELLER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, ASSESSMENTS, JUDGEMENTS, 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 REPRESENTATIONS AND/OR WARRANTIES BY SELLER UNDER THIS PURCHASE ORDER (INCLUDING, WITHOUT LIMITATION, ANY PRODUCT LIABILITY CLAIM INCLUDING SUCH PRODUCTS). EXCEPT TO THE EXTENT CAUSED BY SOLE NEGLIGENCE OF BUYER, ITS DIRECTORS, OFFICERS, EMPLOYEES, 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 INDEMNIFICATION 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.

10. 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 shall be and remain the sole property of Buyer, and removable by Buyer at any time. 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 order, said items shall be returned to Buyer unless Buyer otherwise directs in writing. Said items shall be fully insured by Seller against any and all losses and Seller shall be responsible to Buyer for any such loss.

11. Seller shall consider all information furnished by 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 order, unless Seller obtains written permission from Buyer to do so. Buyer's Confidentially information includes, without limitation the following: information concerning or relating to Buyer's (or its parent's, subsidiary's, or affiliate's) financial information or data; marketing techniques and material; business plans and strategies; business operation and systems; pricing policies; employees, customers, and vendors; trade secrets; discoveries; inventions; improvements; research; development; know-how; designs; products; compositions; prototypes; biological or physical materials; manufacturing processes; and structure and operations of computer systems. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods from Seller, nor shall any information relating to the order disclosed without Buyer's written permission, unless otherwise agreed in writing. In addition to above, Seller also agrees to execute and abide by the Confidentiality Addendum or Non-disclosure and Confidentiality Agreement provided by Buyer upon request.

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.

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12. In performing this order, Seller may use trademarks (registered or unregistered), tradenames, patents or copyrights owned by, or licensed to Buyer only for the purpose of and to the extent necessary to performance of its obligations under this Purchase Order. Seller shall be liable to and shall indemnify and hold harmless Buyer from and against any claims, legal actions, liability, loss, damage, cost and expenses arising out of or in connection with any use of any trademarks (registered or unregistered), tradenames, patents, or copyrights owned by, or licensed to Buyer, outside the said scope.

13. Seller acknowledges and agrees that the goods made or created by Seller in connection with the goods, including, without limitation, copyrights in any goods, are works made for hire and constitute the sole and exclusive property of Buyer. Seller hereby irrevocably relinquishes and forever waives for the benefit of Buyer any "Moral Rights" (defined as either any right to claim authorship of a work or any right to object to any distortion or other modification of a work, or any similar right existing under the law of any country in the world or under any international agreement) in any work of authorship.

Seller hereby expressly agrees to assign and does hereby irrevocably assign to Buyer, its successors, assigns, or designees, all worldwide rights, title, and interest in and to the goods, and in and to all worldwide copyrights, trademarks, trademark applications, patents, patent applications, designs, trade secrets, and other intellectual property rights or Moral Rights in the goods and any renewals therefore.

Seller shall be responsible for ensuring that written assignments and all other necessary releases, permissions, waivers, and documents transferring any and all copyrights and other intellectual property rights to the Buyer are obtained from Seller's employees, sub-contractors or any other third party Seller engages to provide services to Buyer in connection with the goods. Such written assignment and other documentation shall provide Buyer with worldwide copyrights, in all forms and media and in all manners.

Seller is required to obtain a written assignment of intellectual property rights to Buyer from each person(s) or entity involved in production of the goods. Seller represents and warrants that no third party shall own or claim ownership interest, including intellectual property rights, in the goods.

In the event that redundant materials arise in the course of production, which bear any sign or declaration containing Buyer's any trademark, trade name, mark, patent or copyright, and are unable to be produced into finished products, Seller must notify Buyer in writing of such materials, destroy them and bear the expenses and losses incurred therefrom. Seller shall not sell or otherwise dispose of them to any third party other than Buyer, or assemble or sell them by attaching other parts. Seller must, after destroying the said materials, provide Buyer with pictures or video records as evidence. Buyer reserves the right to send its employees to the site to make supervision and take photos at the time of destruction.

In the event that the finished products produced by Seller fail to meet the requirements on quality or specifications as agreed upon in this Contract, and are determined from inspection as unable to be used even after reworking, Seller must, if such finished products bear any sign or declaration containing Buyer's any trademark, trade name, mark, patent or copyright, destroy the batch of finished products as per Buyer's requirement and bear all expenses or losses incurred therefrom. After the products have been destroyed, Seller must provide Buyer with pictures or video records as evidence, while Buyer reserves the right to send its employees to the site to make supervision and take photos at the time of destruction.

Line Number	Chg Ord	Description	2nd Item Number	Quantity Ordered	UOM \$	Unit Cost	PU UM	Document (Or Extended Price	30843735 Request Date	OP 000	Original Order No	Orig Ord Type
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14. THE SELLER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, ASSESSMENTS, JUDGEMENTS, 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 MATTERS WHICH MAY BE CONSIDERED AS OR BE UNFAIR COMPETITION INSOFAR AS ANY OF THE SAME RELATE TO PRODUCTS PRODUCED IN ACCORDANCE WITH DESIGNS OR SPECIFICATIONS PROVIDED BY SELLER.

15. 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 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.

16. It is expressly agreed and understood that Seller is acting under this order as an independent contractor and has no authority to enter into any contract or incur any debt, obligation or liability in the name of Buyer. Seller shall not, under any circumstances, be deemed to be a joint venturer, partner, agent, representative or employee of Buyer. Seller must pay its own taxes including those based on income, profits, gross receipts, payroll and property.

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

18. This purchase Order shall be governed by and construed in accordance with the laws of P.R. China. In the event of any dispute, controversy or claim arises out of or in connection with this order, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute can not be resolved by friendly consultations within 30 days after one party has served written notice to the other party requesting the commencement of such consultations, such dispute shall be submitted to China International Economic and Trade Arbitration commission Shanghai Commission for arbitration in Shanghai which shall be conducted in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

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

20. 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 acknowledgement, invoice or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.

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PACKING LIST REQUIREMENTS:

COMMERCIAL INVOICE REQUIREMENTS:

SEE CLAUSES ON THIS PURCHASE ORDER FOR ADDITIONAL REQUIREMENTS. THE FOLLOWING INFORMATION MUST APPEAR IN ENGLISH. IF THE INFORMATION THAT YOU NEED TO COMPLETE THIS REQUIREMENT IS NOT IN THIS CLAUSE OR ELSEWHERE ON THE PURCHASE ORDER, CONTACT THE BUYER/PURCHASER.

1. COUNTRY OF ORIGIN OF EACH ITEM PURCHASED.
2. DETAILED DESCRIPTION OF EACH ITEM PURCHASED. (INCLUDE ENTIRE DESCRIPTION FOUND ON THE PURCHASE ORDER.)
3. COMPLETE PART NUMBER, AS IT APPEARS ON THE PURCHASE ORDER.
4. UNITS OF MEASURE/QUANTITY.
5. PURCHASE PRICE OF EACH ITEM. (ALL ITEMS THAT ARE SETS OF SEPARATE ITEMS MUST BE LISTED WITH A PRICE FOR EACH ITEM AS WELL AS THE TOTAL PRICE.)
6. TERMS OF SALE (INCOTERMS)
7. List the consignee
8. USA HTS Code
9. MANUFACTURER (OR SUPPLIER NAME) This is currently defined as the entity that last manufactures, assembles, or produces the commodity or the supplier of the finished goods in the country from which they are leaving
10. SELLER NAME AND ADDRESS, Zip Code
11. BUYER NAME AND ADDRESS, Zip Code
12. SHIP TO NAME AND ADDRESS

PENALTY: If above required information does not appear on the designated packing lists and commercial invoices, a 5% (five percent) penalty may be imposed at Mary Kay (China) Cosmetics Co., Ltd's discretion. The remedy provided above will be cumulative and in addition to any other remedy provided at law.