

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS GOVERN THE SALE OF PRODUCTS TO ANOTHER ("BUYER") BY AVIENT CORPORATION AND ITS AFFILIATES ("SELLER").

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.
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 performance and such samples or materials shall not create any warranty by sample. **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,

條款與條件

下列條款與條件適用於 AVIENT 公司及其位於臺灣之關係企業 (下稱「賣方」) 向他方 (下稱「買方」) 之產品銷售。

1. **接受：**賣方訂單上之產品描述、數量、價格、付款條件以及本條款與契約 (下稱「本條款」) 適用於賣方之所有銷售，除經雙方簽訂書面協議修正本條款外，本條款為雙方間唯一之銷售條款與條件。所有賣方出售產品之報價均以買方接受本條款為必要條件。賣方對於任何訂單之處理均以買方同意與接受本條款為必要條件，其包括所有與訂單上任何據稱之條款與條件不同或附加之條款。賣方茲此反對並拒絕任何買方在任何訂單、文件、網站或任何溝通中所附加、與本條款相異或其他條款及 / 或條件。於本條款及未經賣方簽署之文件不一致而生之請求發生時，應以本條款為準。雙方同意，賣方無需進一步反對買方所設定之任何特定條款與條件；賣方未反對買方之特定條款與條件並不視為接受該等條款與條件。此外，雙方亦同意，賣方根據本條款履行義務並不代表接受買方的任何條款與條件。

獨家有限保證：賣方保證其所銷售之產品 (下稱「產品」) 具良好且完整之所有權，且於產品運送時符合分析證書、合格證書或產品規格書 (如有任何此等文件) 及由賣方簽署之其他規格 (下稱「規格」)。賣方提供買方之建議係基於賣方所知之可靠資訊，惟賣方就買方在使用產品時可能產生之任何結果不負保證責任。賣方就買方未在付款期限到期時全額向買方支付款項之任何產品不作或提供保證。該等保證僅適用於買方。**賣方不會以明示或暗示之方式就產品本身及其對於特定用途 (無論是單獨、結合任何其他物品、或於任何流程中使用) 之適銷性或適合性為任何方式的聲明或保證，且任一方皆未倚賴本條款以外之任何陳述。**賣方提供的任何樣品或開發性材料均以「現狀」提供，賣方不對其效能提供任何保證，該等樣品或材料亦不透過樣品構成任何保證。**賣方不會以明示或暗示的方式對樣品或開發性材料提供保證，包括但不限於適銷性或適合性之暗示保證。**

3. **唯一救濟方式及責任限制：**買家於收到產品後，應即檢查產品是否有損壞、缺量及與賣家保證不符之情形。買方應於自收到得請求所涉產品之日起三十 (30) 日內或產品之適用保存期限 (如

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 by Seller shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products, sample, or developmental material, as applicable, to Buyer. 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 the invoice. If Buyer does not dispute an invoice by such deadline, it shall be deemed that Buyer accepts the invoice.

有)·兩者中較早之時點·將各項請求(不論係基於契約、違反保證、過失、嚴格責任、其他侵權行為或其他情況)書面通知賣方。如買方未於相關期限內通知賣方·則應視為買方絕對且無條件地放棄所有相關請求。買方對於任何請求的救濟方式·限於由賣方決定之退費、扣抵買方就有瑕疵或不符賣家保證之產品的購買金額或更換產品。**無論是因違反保證或其他任何原因、或係基於本契約或其他原因·賣方對買方之全部賠償責任於任何情況下均不得超過買方就該部分產品所生相關損失請求的該部分產品之購買價格。在任何情況下·賣家對買家不負任何其他附帶發生、衍生性、間接、懲罰性、懲戒性或特定的損害賠償責任。**若買方對於賣方訂單中所述產品之特定部分提出請求·該等請求並不使買方有權拒絕產品的全部出貨。如買方提出任何請求·該等請求不影響買方對於符合要求之已出貨產品所應負之金錢給付義務。在接到關於請求之通知後·賣方得暫停所有進一步之出貨。

4. **智慧財產權：**買方應承擔因買方將產品與其他物品結合使用、或於任何操作過程侵害第三方智慧財產權之所有風險·及因賣方遵循買方之設計、規格或指示而生之所有侵權行為·且買方應為此防護、賠償賣方並使賣方免於上述求償。賣方銷售產品或提供樣品或開發性材料均不代表默示或透過其他方式授予買方任何關於產品、樣品或開發性材料之組合和/或應用之任何相關智慧財產權之授權。提供樣品或開發性材料之行為並不代表許可、建議或引誘在未經專利權人許可下實施任何專利發明。
5. **停止銷售：**除買方及賣方另有書面約定外·賣方得隨時停止銷售本條款下之任何產品。
6. **付款及信貸：**買方應依賣方發票上註明之時間與地點·以現金或以票面價值兌現的約當現金支付本條款下之所有款項。遲延給付者將承擔以法定最高利率上限為週年利率之利息。買方無權抵銷相關款項。如賣方認為買方的財務責任已對賣方構成損害或其他賣方認為不符賣方標準之情形·賣方有裁量權得要求現金預付款、貨到付款、縮短付款期限、及/或由買方提供賣方認可的擔保·賣方並得暫停出貨。若買方對發票有爭議·買方應於自發票開立日起算之七(7)個工作日內

- 通知賣方。如買方在該期限前沒提出爭議，則視為買方接受該發票。
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.
7. **政府限制：**如現在或將來之法律、政府法令、命令、規則或任何現存或將來之裁判限制賣方提高或修改本條款之價格，或使本條款之任何價格或漲價無效或減少，於一方書面通知他方後，賣方及買方應盡力提出雙方同意之變更以使本契約符合上述之法律、法令、命令、規則或裁判。如雙方無法於通知之日起六十（60）日內就該等變更達成合意，賣方有權以書面通知買方終止本契約。
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 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. Except to the extent solely attributable to the gross negligence or willful misconduct of Seller, 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.
8. **條款調整；交貨：**除另有賣方簽訂之書面約定替代之訂價機制，賣方得於出貨前之任何時點變更出貨的價格及 / 或交貨條款。此外，賣方得於出貨前之任何時點，轉嫁增加之運費、運輸費或燃料附加費、及 / 或在賣家於接受訂單後被徵收之相關銷售 / 運送產品之規費、關稅或稅收。若賣方提供折扣，該折扣僅適用於賣方訂單明確提到之產品之出貨及 / 或數量。賣方所傳達關於出貨之任何時間或日期（包括在賣方訂單中所提及者）均僅為估計，並非銷售條款。雙方同意時間並非重點。賣方有權依照訂單所載對產品進行部分交貨，並開具對應之發票。除非賣方和買方在雙方均有簽署之單一書面中明確同意確切之交貨日期，任何產品交貨遲延均不免除買方接受貨物之義務。除單獨可歸責於賣方之重大過失或故意之不當行為外，在任何情況下，賣方均不需承擔任何因出貨遲延而產生之損害和 / 或費用。買方有義務接受產品，並依照訂單所明列之價格支付賣方已出貨之產品數量。在買方違約或未履行義務時，除了因買方之行為所造成之任何損害賠償以外，賣方有權（但非義務）向買方請求以下約定賠償金額：(i) 對於係專門為買方製造或合理地無法由賣方轉售給第三方之產品，以該產品於賣方訂單所載之價格；或 (ii) 對於賣方可轉售之產品，則以該產品於賣方訂單所載之價格之 50%。
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; (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; (iii) if Buyer becomes insolvent or**
9. **契約之中止或終止：**若(i) 買方違反對於賣方之契約履行義務，並且在預定之出貨日期前並未提供充分之履約保證；(ii) 賣方合理懷疑買方之履約能力，而買方在預定出貨日期前和賣方要求提供履約保證之三十（30）日內未能提供該等保證；(iii) 買方無償債能力或無法償還到期之債務，或陷入由買方提起或對買方提起之清算或破產程序，或

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.

10. **Taxes, Fees, and Duties.** Buyer will reimburse Seller for all applicable 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 all applicable Laws and Standards 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

買方之全部或重大部分資產被置於信託人、清算人或管理人之管理下，或買方為其債權人之利益處分財產；或(iv) 買方對任何法律、條例、規範、規章、規則、標準（「法律規範」）有違法之情，則賣方得書面通知買方以下事項，且不影響賣方其他得主張之任何權利：(a) 請求買方返還及收回任何已經出貨但尚未支付貨款之產品，且所有與收回產品相關之費用均應由買方承擔；和 / 或(b) 除非買方以現金預付之方式支付產品貨款或對產品貨款向賣方提供充足之保證，否則賣方將暫停履行契約或終止待出貨產品之訂單。在任何上述情形中，所有基於賣方已出貨給買方而未收回之產品所產生之未決請求均立即到期而買方應給付貨款。

10. **稅收、費用及關稅：**買方應補償賣方所有適用之稅收（不含所得稅）、貨物稅或費用，包含賣家必須支付與產品製造及銷售相關之環境補救稅及費用，然此僅限於本契約生效時未列入產品價格之金額。賣方保留所有適用於賣方的退稅補貼，而買方應提供賣方申請退稅相關的協助。
11. **所有權及滅失之風險；其他風險：**產品所有權及滅失之風險應於賣方裝運點移轉予買方。買方應承擔以下風險及責任：(i)因產品之卸載、卸貨、倉儲、處理與使用而生之風險及責任，或(ii)因遵守或不遵守所有管轄或管理該等活動之法律規範而生之風險及責任。就買方未能卸貨或卸載，或經買方使用過之設備或材料，不論是否係由賣方所提供，賣方均不負擔任何責任。
12. **不可抗力：**賣方不應負擔任何因火災、水災、寒害、自然災害、流行傳染病、罷工、停工、勞工短缺、勞工糾紛或問題、事故、暴動、政府當局行為、天災、戰爭、恐怖主義行為（包含網路恐怖主義及勒索軟體攻擊）或其他超出合理預期範圍之意外事件及 / 或情況，以致干擾產品之製造、供應、運輸或消費，或相關之產品原物料供應，或致賣方無法依商業上合理價格購買原物料，或如履約將違反或構成對任何被承認政府之規則、法律或要求之違反，而造成之履約遲延或不履約之責任或損害。賣方得將此受影響之數量自本契約中刪除，且賣方不承擔任何責任或損失，惟本契約不受影響。就任何原因所造成之任何材料短缺期間，賣方得以賣方認為公平且合理的方式，依比例分配賣方得供應之材料於：自身

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 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 acknowledges 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 or other employee benefit act, and Buyer hereby waives immunity under such acts to the extent it would bar
- 使用、子公司、關係企業、其已接受之訂單、已簽契客戶及其他當時尚未簽約之一般客戶。在任何情況下，賣方均無義務於市場購買任何替代性產品用以滿足本條款下之義務。買方無法支付產品費用不構成本條款下之不可抗力事件。
13. **產品短缺：**在產品需求超過賣方之供應量時，無論是否係因不可抗力或其他事由，賣方得以賣方認為公平且合理的方式，分配產品於自身使用、買方或其他客戶。於賣方全面及完整履行義務之情況下，買方應接受賣方可能作出的決定供貨。除發生不可抗力情形外，如買方不滿意賣方之決定，買方有權終止本契約，並為買方就此之唯一救濟方式，且若符合下列條件，買方無須承擔進一步之義務：**(i)10 個日曆日前之書面通知；及(ii) 賣方已收受買方至今向賣方購買所有產品之付款。**
 14. **變更通知：**除賣方簽署之書面另有約定外，若未變更產品規格且產品仍符合該規格，賣方得不經通知或取得買家同意，變更其產品或程序。買方承認賣方於行銷資料、技術數據表及其他在其網頁上散布或刊出之描述性刊物中的資訊可能不經通知而隨時更動。賣方任何關於規格、產品、及其使用之該等陳述、樣品或其他資訊係僅為買方之便而提供，非屬產品效能之聲明或保證。
 15. **賠償：**除單獨可歸於賣方之重大過失或故意之不當行為外，買方將賠償、防護賣方並使賣方免受所有因買方選擇、使用、銷售或進一步加工產品或由其製成買方產品而產生之成本、費用、損害、判決或其他損失，包括但不限於調查、訴訟及合理律師費等費用（下稱「買方賠償費用」）。買方承認賣方已向買方提供安全資料表，其中包括警語及有關產品及 / 或產品容器之安全及健康等資訊。買方應傳達相關資訊，使買方得向其合理預見將曝露於相關危險的人員警告相關危險，包括但不限於買方之員工、代理人、承銷商及客戶。買方應賠償、防護賣方並使賣方免於負擔因買方未能傳達此等資訊而引起或以任何方式與此相關的任何及所有買方賠償費用。買方承認與其自身或分銷商直接或間接僱傭之任何人有關或由其等提出的損害賠償義務將不受任何勞工賠償法令、身心障礙福利法令或其他勞工福利相關法令的任何規定限制。買方並特此放棄其

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. 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 Standards concerning the trade, export or re-export of products, services, data or technology ("Items"), including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and the trade sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("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, 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, in each case (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

於該等法令下因豁免權而將不需依買方賠償義務賠償或阻止其履行賠償義務的權利。

16. **轉售及再出口；法律遵循：**除賣方書面明示同意外，賣方禁止買方轉售產品。買方將遵循相關產品出口及 / 或再出口的所有法律規範。若買方轉售產品，買方同意遵守 www.avient.com/terms 上之《關於買方轉售 Avient 產品之條款與條件》。除非在賣方之訂單或規格中明確指明，否則賣方不承諾或聲明產品將符合法律規範。買方承認產品之使用將受限於法律規範之要件和限制。買方對於下列事項將負全責：(i) 確保其對產品之預計使用方式均遵守相關法律規範；及(ii) 對於該使用取得所必要之許可、核准或批准。買方承認並表示其熟悉並會嚴格遵守所有關於貿易、貨物之出口或再出口、服務、數據或技術（「項目」）之法律規範，包括國際武器貿易條例、出口管制條例以及美國財政部外國資產控制辦公室所發布之貿易制裁法令（「貿易管制法規」）。買方直接或間接（再）出口或（再）轉讓或揭露任何賣方所提供之產品或項目和 / 或任何包含或加工自產品之項目，不得違反任何貿易管制法規，也不得於需要取得出口許可證或其他政府當局或機關之許可之情形中卻未先取得許可證或許可。若被賣方要求應使任何權責單位或機關核實貿易管制法規之遵法情形，買方應立即向賣方提供所有涉及現行貿易管制法規之產品之特定終端消費者、特定目的地和特定預計使用以及其他相關資訊。對於因買方違背相關貿易管制法規規定之義務進行任何出口或再出口活動而導致賣方可能應受之任何負擔（包括罰款或法律費用），買方同意保障並保持賣方免受上述負擔。買方明確保證其受僱人、代理人和分包商不得直接或間接 (i) 接受、承諾、要約或提供任何不正當利益或 (ii) 簽訂下列契約 (a) 以任何實體或人為對方之契約，包括政府官員或政府控制之實體，或 (b) 將會構成犯罪或違反相關法律規範之產品相關之契約。
17. **無宣傳：**除經賣方事先書面同意外，買方不得在任何廣告、產品說明、包材、網站或任何其他宣傳中使用賣方的名稱或商標。
18. **轉讓/委託/轉包：**除經賣方事前書面同意（不得無理拒絕），買方不得轉讓或移轉本契約下之權利或義務。賣方得不經買方同意，轉讓或移轉本契

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.
 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 law of the jurisdiction from which Seller ships Product shall govern the interpretation and construction of this contract, without regard to conflict of law principles. All litigation concerning these Terms shall occur only in the courts of the jurisdiction from which Seller ships Product, and each party consents to exclusive jurisdiction in such courts.
 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. **Termination.** Seller may terminate this contract at its sole option upon 14 calendar days' written notice to Buyer.
- 約下之權利或義務，或將本契約下賣方之義務轉包予他人履行。若在交付前之任何時點，買方由與於訂購確認日期控制買方之人無關係之人或團體透過有表決權證券或其他方式取得買方之控制權，賣方有權終止訂單，且終止立即發生效力。買方應於前述併購之十（10）日內通知賣方。賣方在收到通知之十（10）日內得以書面通知買方之方式行使終止訂單之權利。
19. **整合：**本條款與(i)賣方訂單中所載之產品描述、數量、價格與支付條款，(ii)任何授信合約，及(iii)產品規格（如有），構成雙方當事人就產品完整且最終之合意，並取代雙方當事人所有先前之口頭或書面之溝通、協議、認知、聲明、表述及擔保。於本契約成立前或當時之口頭或書面之表述或協議，均不得變更或修改本契約之書面條款，且任一方當事人均不得要求就本契約進行任何修正、修改或免除本契約之任何義務，除非該等變更係以書面為之並經他方當事人簽署，且經雙方明定為對本契約之修正。本契約之修改或增補不得藉由經賣方確認或接收、由買方所提交之含有額外或不同條款或條件之採購單、確認書、棄權書或其他表格為之。
 20. **聯合國公約：**有關國際貨物銷售契約之聯合國公約不適用於本條款下之交易。
 21. **適用法律：**本契約之解釋及成立應適用賣方產品寄送地之管轄地法律，不受國際私法原則影響。有關本契約之一切訴訟應僅由賣方產品寄送地法院管轄，雙方當事人並同意該等法院具有專屬管轄權。
 22. **保密：**若賣方及買方已另簽訂保密協議，該保密協議之條款將優先適用。若賣方及買方未另簽訂保密協議，任何由賣方或代表賣方之人所提供之資訊應予以保密，且僅供買方為雙方之間的交易目的使用。若買方根據法院命令或法定義務被要求揭露資訊，買方應立即通知賣方並在賣方欲請求取得保護令時合理合作。在賣方要求下，買方應立即將所有此類資訊返還給賣方或銷毀。買方不得保留副本。經要求，買方應簽署一份合理的保密協議，並確保其員工受到至少與此處所述的保密義務相同的限制。
 23. **終止：**賣方於 14 個日曆日前事先通知買方後，得終止本契約。

24. 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.
25. Language. These Terms are made in English and in case of inconsistencies with the Chinese translated version, which is provided for reference only, the English version shall prevail in all respects.
24. 可分性：若本條款之任一條款無效，該等條款應被視為自整份契約中刪除，而本條款之其他條款仍應繼續完全有效。
25. 語言：本條款係依英文訂定，如與僅提供參考之中文翻譯版有任何不一致之處，應一概以英文版為準。