

Purchase Order Terms (CANADA - 3D)

1. Alberta law governs all matters arising out of this Purchase Order. Each of the parties hereby irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of Alberta. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. Shipment of goods in whole or in part under this Purchase Order without written objection by Buyer constitutes acceptance of the goods provided under this Purchase Order.
3. Buyer reserves the right to cancel any portion or all of this Purchase Order if Seller is in breach of any provision of this Purchase Order or if any shipment of goods is not made as specified in this Purchase Order.
4. Buyer may terminate this Purchase Order at any time for its own convenience. Buyer shall pay Seller's actual costs for all work performed through the date of termination.
5. Upon notice of cancelation or termination provided pursuant to section 3 or 4, Seller shall stop all work and follow Buyer's instructions with respect to the disposition of all goods in process, title to which shall vest in Owner.
6. Any goods delivered in excess of the quantity specified in this Purchase Order, or any defective material delivered under this Purchase Order, may be refused and returned to Seller at the expense of Seller.
7. Except as expressly stated in this Purchase Order, or agreed to by Buyer, no charge shall be allowed for handling, packing, crating, drayage or storage.
8. Seller shall not assign this Purchase Order, or any part thereof, without the written consent of Buyer. Such consent shall not release Seller from its obligations and liabilities under this Purchase Order.
9. Payment for the goods under this Purchase Order shall not constitute acceptance by Buyer. All goods shall be received subject to inspection and rejection by Buyer. Defective goods,

as well as goods that do not meet applicable specifications, may be held by Buyer for inspection by Seller and at risk and expense of Seller. If instructions are not received within 15 days after notice of rejection is provided to Seller, goods may be returned to Seller, or sold for account of, and at the expense of Seller. No goods returned as defective shall be replaced without Buyer's written permission.

10. Owner may at any time within the warranty period, which is the period commencing on acceptance of the goods by Buyer or Owner, and ending 12 months after Start-Up, or 24 months after acceptance whichever occurs first, notify Seller that goods furnished to Owner fail to conform to the requirements of this Purchase Order. Upon receipt of such notice, Seller shall, at its expense, including costs of removal, packing, transportation and reinstallation, promptly, as directed by Owner, either repair or replace the goods, which are the subject of Owner's notice.

11. Except as expressly stated otherwise in this Purchase Order, Buyer shall pay due, valid and Proper Invoices consistent with the terms of the Lien Act, and any exemptions available.

12. If goods are furnished by Buyer to Seller, or a designee of Seller, in connection with this Purchase Order, Seller shall be solely responsible for the care, custody and control all such goods.

13. Neither party shall be liable for delays or defaults under this Purchase Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, epidemics, strikes, labour troubles, nor an event or circumstance reasonably beyond its control, regardless as to foreseeability, except for lack of finances or currency devaluations. The provisions of this section 13 shall not prevent Buyer from terminating this Purchase Order in accordance with other provisions of this Purchase Order.

14. Seller warrants goods furnished, or services rendered under

this Purchase Order shall be as applicable, (a) of the quality and applicable specifications stated in this Purchase Order, (b) free from all defects in design, workmanship, and materials, (c) appropriately packaged for and during transit and interim storage, and (d) free from all liens and encumbrances.

15. Seller represents and warrants that the goods produced and sold and/or services performed under this Purchase Order do not infringe any patent, copyright, trademark, or proprietary information rights of others. Seller shall be liable for, and in addition, shall indemnify and defend Owner and Buyer from and against, any Claims, suit or proceeding brought against Owner and/or Buyer with respect to this section 14.

16. Seller shall not be entitled to charge Buyer higher prices under this Purchase Order than last quoted to Buyer without written acceptance by Buyer.

17. Seller shall include an itemized packing list with each shipment, using the line-item designations as they appear in this Purchase Order.

18. Invoices bearing transportation charges must be supported with original receipted bills showing weight and rate.

19. If the performance by Seller under this Purchase Order requires entrance on or into premises of Buyer or Owner, Seller shall comply with all safety rules and regulations of Buyer or Owner as applicable, which may include safety and hold harmless requirements.

20. Seller shall be liable for, and in addition shall indemnify, defend and hold harmless Buyer, and each member of Owner Group from and against:

a) all Claims which: (i) occur, or are made, asserted or alleged against Buyer or Owner Group by any person; or (ii) arise with respect to loss or damage suffered by Buyer or Owner Group; or (iii) originate, or arise from any occurrence, cause or source in connection with the goods or services provided under this Purchase Order; or (iv) originate, or arise from any

performance or non-performance under this Purchase Order by Seller; or (v) originate, or arise from, or in connection with Seller's presence on the Buyer or Owner's premises; where such Claims arise out of, relate to, or are directly or indirectly caused by:

(i) the breach of any provision of this Purchase Order; or
(ii) the negligence, fault, and/or strict liability of Seller and its sub-suppliers, including joint, comparative, and/or concurrent negligence, fault, and/or strict liability of Seller and its sub-suppliers.

b) all Claims which occur, or are made, asserted or alleged against Buyer or Owner Group by any third parties: (i) on account of personal injury to, or death of persons, including the employees of Buyer or Owner, Seller and Seller's sub-suppliers; or (ii) for damage to, or destruction and loss of property, including the property of Buyer or Owner, or Seller arising directly or indirectly out of defects in the goods or services; or (iii) for the acts, or failure to act, which include the negligent acts or omissions, and the respective share of joint negligent acts, by Seller, its officers, employees, agents, representatives or its sub-suppliers in the supply of the goods or services; except for, when the injury or death of persons, or damage to or loss of property, was caused by the sole negligence or intentional misconduct of the party to be indemnified.

21. Except as expressly stated otherwise in this Purchase Order, delivery shall be [DAP] Buyer's address as noted in this Purchase Order, with title to and risk of loss of the goods passing to Buyer at the point of delivery to Buyer.

22. Seller represents and warrants that it is in compliance with all applicable laws, rules and regulations, including the Canadian Corruption of Foreign Public Officials Act and the U.S. Foreign Corrupt Practices Act.

23. Time is of the essence of this Purchase Order.

24. Seller shall act as an independent contractor and not as an agent or employee of Owner or Buyer and shall not sub-contract any portion of the Work without the written consent of Owner or Buyer.

25. No amendment to this Purchase Order shall be effective unless in writing and signed by an authorized representative of the parties.

26. Failure of either party to exercise any of its rights under this Purchase Order on one occasion shall not waive its right to exercise the same on another occasion. No waiver of or exception to any of the provisions of this Purchase Order shall be valid unless specifically agreed to in writing. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach, or of such provision.

27. If there is an existing written and properly executed purchase contract between the parties for the goods or services, in the event of a conflict between such purchase contract and this Purchase Order, the terms of the purchase contract shall take precedence. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Purchase Order, or in any document other than this Purchase Order as issued by Buyer and any properly executed purchase contract between the parties, shall have no effect.

28. Each provision of this Purchase Order is distinct and severable. Any provision of this Purchase Order prohibited by any applicable statute, law, by-law, or regulation of any applicable governmental authority shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Purchase Order. To the extent any provision of this agreement is not in compliance with the Lien Act, such provision shall be construed as amended to the extent required to comply with the Lien Act and shall still be deemed valid, binding and enforceable.

29. Seller shall comply with Owner's Code of Business Conduct

for Suppliers ("Supplier Code of Conduct") available on Owner's web site at <https://corporate.dow.com/en-us/about/suppliers/info/expectations.html> and incorporated by reference and made part of this Purchase Order. If there is a conflict between Suppliers Code of Conduct and the terms of this Purchase Order, the terms of this Purchase Order shall govern. Owner may modify the Supplier Code of Conduct at any time by posting notice of such modified changes on Owner's web site at <https://corporate.dow.com/en-us/about/suppliers/info/expectations.html>. Seller may, as an alternative and subject to Owner's prior review and approval, comply with Seller's own code of conduct if it is deemed to be substantially similar to Owner's.

30. If a dispute arises between the parties in connection with this agreement, then senior representatives of the parties shall meet and attempt to resolve the dispute as quickly and efficiently as possible through good faith consultation and negotiation. Any dispute that is not resolved within 30 days may be referred by either party to binding arbitration governed by the Arbitration Act (Alberta) in accordance with the CPR Rules for Non-Administered Arbitration in effect at the time. Upon initiation of an arbitration, the parties shall meet within ten days and appoint a single arbitrator who shall be fluent in the English language; qualified by experience, education and training to pass upon the question in dispute or a lawyer experienced in international/large commercial construction related disputes; and be and remain wholly independent, fair and impartial regarding the dispute and the parties. In the event of any conflict between the provisions of the rules and the provisions of this agreement, the agreement shall govern. The arbitrator shall issue and award with written reasons, any decision of the arbitrator shall be final and shall not be appealable by either party, and any award rendered by the arbitrator may be entered as a judgment by any court having

jurisdiction. Each party shall initially bear its own expenses and legal fees, including any disbursements and costs of arbitration, associated with the resolution of the dispute, subject to the arbitrator's discretion to determine and award costs of the dispute, including the discretion to apportion all the above costs (excluding legal fees) between the parties.

31. Owner and Seller are committed to reduction of air pollutants, including greenhouse gas emissions. Owner is advancing plans to develop a net-zero Scope 1 and Scope 2 emissions integrated ethylene and polyethylene operation at its Fort Saskatchewan site.