

PURCHASE ORDER TERMS

1. This Purchase Order ("Order") and its performance shall be construed according to the laws of BUYER's principal place of business. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. Shipment and/or performance in full or in part under this Order without written objection to BUYER constitutes acceptance of this Order.
3. BUYER reserves the right to cancel any portion or all of this Order if SELLER is in breach of any provision of this Order or if any shipment is not made as specified by this Order.
4. BUYER may also terminate this Order for its own convenience by giving SELLER not less than fourteen (14) days' written notice. Upon such termination, BUYER shall pay SELLER, as SELLER's sole remedy, SELLER's actual costs for work performed through the date of termination and SELLER shall have a duty to mitigate such costs. BUYER shall not be liable to SELLER for any loss of profit, loss of anticipated savings, loss of business opportunities, loss of use, or any consequential, special or indirect loss, arising out of or in connection with a termination for convenience.
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 BUYER.
6. Any goods delivered in excess of the quantity specified in this Order, and any defective material delivered under this Order, may be refused and returned to SELLER at the expense of SELLER.
7. Except as expressly stated in this Order, or agreed to by BUYER, no charge shall be allowed for handling, packing, crating, drayage or storage. Any transportation charges set forth in invoices issued by SELLER pursuant to this Order shall be supported with original receipt transportation bills showing weight and rate.
8. SELLER shall not assign this Order, or any part thereof, without the written consent of BUYER, which shall not be unreasonably withheld. Such consent shall not release SELLER from its obligations and liabilities under this Order.
9. Payment for the goods under this Order shall not constitute acceptance. All goods shall be received subject to inspection within a reasonable period after delivery and a reasonable opportunity for rejection by BUYER of defective goods or goods that do not meet applicable specifications. Where goods are rejected, (a) BUYER shall notify SELLER with reasonable details of the non-conformity; (b) SELLER shall, at BUYER's option, repair, replace or refund the price of the non-conforming goods; and (c) goods shall be held at SELLER's risk only where the non-conformity is attributable to SELLER. BUYER may dispose of rejected goods only where SELLER fails to provide reasonable instructions within a reasonable time after written notice.
10. BUYER may at any time within the warranty period (if specified) or 24 months after acceptance whichever occurs first, notify SELLER that goods or services furnished to BUYER fail to conform to the requirements of this Order. Upon receipt of such notice, SELLER shall, at its expense, including costs of removal, packing, transportation and reinstallation, promptly, as directed by BUYER, repair, replace or refund the goods, which are the subject of BUYER's notice.
11. Except as expressly stated otherwise in this Order, BUYER shall pay due and valid invoices upon BUYER's next payment system run immediately following the expiration of 90 days from the date BUYER receives the invoice at the location specified on this Order. If SELLER changes or updates its bank or financial institution information for electronic payment of invoices, upon BUYER's request, SELLER must provide written confirmation of the change to BUYER to assure that the change is legitimate and authorized by SELLER. Payment of invoices may be delayed as BUYER will not process further payments until it receives such written confirmation. BUYER may set-off amounts only where the amounts are reasonably connected to this Order and have been agreed or finally determined, and BUYER must provide SELLER with reasonable notice of any intended set-off.
12. If goods are furnished by BUYER to SELLER, or a designee of SELLER, in connection with this 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 Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, epidemics, strikes, labor troubles, nor and event or circumstance reasonably beyond its control. The provisions of this paragraph shall not prevent BUYER from terminating this Order in accordance with other provisions of this Order.
14. SELLER warrants goods furnished under this Order shall (a) meet the specification(s) for such goods, (b) be of good quality and workmanship, free of contaminants, and free from defects, latent or patent, (c) be merchantable and fit for BUYER's intended purpose, (d) be appropriately packaged for and during transit and interim storage, (e) be conveyed with good title and free from any lawful security interest, lien or encumbrance and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. SELLER warrants that it shall perform any services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Order. Payment, inspection, acceptance or use of Product(s) will not affect SELLER's obligations under this warranty.
15. SELLER must send process change notifications in writing to BUYER no less than six (6) months in advance for the following: MSDS modification, change in specification, change in critical raw

materials, change in sourcing location, Certificate of Origin status, method of manufacture, or significant changes in SPC (Statistical Process Control) or SQC (Statistical Quality Control) of key properties. With respect to any purchase of contract manufacturing services under this Order, including but not limited to tolls and exchanges, SELLER may not make any of the above changes without the express written approval of BUYER.

16. Failure of either party to exercise any of its rights under this 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 Order shall be valid unless specifically agreed to in writing. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach, or of such provision.
17. This Order is expressly limited to the terms and conditions contained in the provisions of this Order and any existing written and properly executed purchase contract for the named product or service between the parties. The terms of a properly executed purchase contract shall govern over any conflicting terms contained in this Order. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Order, or in any document other than this Order as issued by BUYER or any properly executed purchase contract between the parties, shall have no effect. BUYER may provide and SELLER shall adhere to additional detail regarding the specification or manufacture of the goods in an Operations Plan and/or Technical Package, provided that (a) any change that materially affects price, delivery time or SELLER's cost of performance shall be subject to good-faith discussions and agreement on an appropriate adjustment, and (b) no change shall apply retrospectively.
18. SELLER shall not be entitled to charge BUYER higher prices under this Order than last quoted to BUYER without written acceptance by BUYER.
19. SELLER warrants that it is in compliance with all applicable laws, rules and regulations including, without limitation, all environmental, health and safety laws, the U.S. Foreign Corrupt Practices Act, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq.
20. It is BUYER's policy to not knowingly purchase raw materials containing tin, tantalum, tungsten or gold (the Conflict Minerals), that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo and adjoining countries. If applicable, SELLER shall respond to BUYER's annual reasonable country of origin inquiry, and due diligence as appropriate, with regard to raw materials that contain Conflict Minerals that are necessary to the functionality or production of products manufactured by BUYER. BUYER reserves the right to assess and monitor SELLER's compliance with these requirements. SELLERS who are not in compliance are expected to implement corrective actions or they may not be considered for future business.
21. SELLER shall at SELLER's expense, satisfy all governmental requirements for registrations, permits, notices, reports, licenses and supplier notifications with respect to manufacturing, packaging, labeling, waste disposal, specifications of goods and use of goods. SELLER shall be deemed the generator and owner of any waste(s) generated in connection with SELLER's performance under this Agreement, and as such, SELLER shall be solely and independently responsible for any liabilities caused by such waste(s); and SELLER shall safely, properly and in compliance with applicable laws, regulations and ordinances, dispose of waste(s) or arrange for the disposal of waste(s) in a manner that is safe, proper and in compliance with applicable laws, regulations and ordinances.
22. SELLER shall include an itemized list of goods, a Certificate of Analysis and Safety Data Sheets with each shipment.
23. SELLER shall comply with BUYER's Code of Business Conduct for Suppliers (Supplier Code of Conduct) available on BUYER's web site at www.dow.com/about/supplier/code.htm and incorporated by reference and made part of this Order. In the event there is a conflict between the Supplier Code of Conduct and the terms and conditions of this Order, the terms and conditions of this Order shall govern. BUYER may modify the Supplier Code of Conduct at any time by posting notice of such modified changes on BUYER's web site. SELLER may, as an alternative and subject to BUYER's prior review and approval, comply with SELLER's own code of conduct if it is deemed to be substantially similar to BUYER's.
24. In the event that the performance by SELLER under this Order requires entrance on or into premises of BUYER, SELLER shall comply with all safety rules and regulations of BUYER which may include, but not be limited to, safety and hold harmless requirements of BUYER.
25. SELLER is responsible for, and must indemnify, protect and defend BUYER (which for the purposes of this clause includes BUYER's Affiliates and their respective agents, officers, directors, employees and representatives) from and against all losses, liabilities, costs, expenses and claims (including reasonable legal costs on a full indemnity basis) to the extent arising out of or resulting from: (a) any negligent act or omission of SELLER or its personnel; (b) bodily injury (including death or disease) or loss of or damage to tangible property, to the extent caused by SELLER or its personnel, including in connection with SELLER's presence on premises owned, operated or leased by BUYER; (c) SELLER's breach of this Order; or (d) any actual or alleged infringement or misappropriation of a third party's intellectual property rights arising from the goods or services as supplied by SELLER and used by BUYER in accordance with SELLER's specifications and instructions. The indemnity in this Order does not apply to the extent that any loss or claim is caused or contributed to by the negligence or breach of this Order by BUYER or its personnel.
26. Time is of the essence of this Order.

27. Except as expressly stated otherwise in this Order, delivery shall be DDP (INCOTERMS® 2020) BUYER's specified location, address as noted on this Order or applicable purchase contract, with title to and risk of loss of the goods passing to BUYER at the point of delivery to BUYER's possession.
28. SELLER shall act as an independent contractor and not as an agent or employee of BUYER and shall not sub-contract any portion of the work without the written consent of BUYER.
29. To the extent that any of the substances contained in the goods require (pre-) registration under the REACH Regulation 1907/2006/EC ("REACH") by BUYER or BUYER's customers, SELLER shall provide BUYER upon request the substance ID information as per Annex VI paragraph 2 of REACH for all REACH-relevant substances in the goods that were obtained or provided by SELLER to enable BUYER to (pre-) register the REACH-relevant substance(s) contained in the goods.
30. BUYER has the right to conduct Environmental Health and Safety and Quality (EHS-Q) audits and any follow-up audits for which SELLER will grant BUYER personnel reasonable access to SELLER's facility while goods are being manufactured under this Order. SELLER will provide a Corrective Action Plan which addresses the findings and observations from such audits within thirty (30) days. BUYER reserves the right to review SELLER's Corrective Action Plan as a result of any such EHS-Q audits. If BUYER is denied the opportunity to obtain such access or conduct such audits under these terms, BUYER will, in addition to other remedies available, have the option to terminate this Order without liability.
31. In the performance by SELLER, with respect to the goods and/or services provided to BUYER under this Order, SELLER may be entrusted with or be given access to intellectual property or proprietary/confidential information belonging to, acquired by, or controlled by BUYER ("BUYER IP Rights"). BUYER shall remain the owner of BUYER IP Rights. No license or rights, by implication or otherwise, with respect to any BUYER IP Rights including patent rights, trade secrets, or other proprietary right of BUYER is granted to SELLER under this Order. SELLER agrees not to disclose any BUYER IP Rights to any third parties; and not to file any patent, utility model, or design application based on or disclosing BUYER IP Rights.
32. Ownership of developments. All intellectual property rights and know-how relating to the goods and/or services generated and/or developed by SELLER or its subcontractors under this Order for the benefit of the BUYER will be exclusively owned by BUYER immediately upon their creation, and without any condition, and shall at first request be fully assigned and transferred at no extra costs to BUYER. SELLER will procure that the same obligations will apply to each of its subcontractors. Notably, if the goods and/or services include non tangible assets such as intellectual property rights on plans and/or maps, such plans and/or maps shall be transferred to BUYER from time to time as soon as the transfer is requested by BUYER.
33. With respect to any purchase of contract manufacturing services under this Order, including but not limited to tolls and exchanges, SELLER will comply with BUYER's Fundamental Expectations as provided during initial manufacturing site audits and will procure and maintain insurance in the following amounts, at its own expense, at all times while this Agreement is in effect: (a) Workmen's Compensation insurance at statutory limits and Employers Liability Insurance at not less than \$1,000,000 aggregate; (b) Comprehensive General Liability Insurance (including contractual liability, products, and completed operations) with a bodily injury, death, and property damage combined single limit of not less than \$5,000,000 per occurrence; and (c) Pollution and Environmental Impairment Insurance with limits of not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate (subsections (a) through (c) are collectively the "Insurance Requirements"). The Insurance Requirements shall apply to all purchases under this Order. SELLER's insurance shall always be primary and non-contributing with respect to BUYER's insurance.
34. If BUYER requires, SELLER shall be certified under, and in compliance with, one or more supply chain security programs, such as the U.S. Customs-Trade Partnership Against Terrorism. Alternatively, SELLER may demonstrate compliance by completing and returning BUYER'S risk assessment questionnaire. SELLER shall provide annual updates as requested by BUYER.
35. SELLER shall not use the name, tradename, oval, trademarks, service marks or logos of BUYER ("BUYER Trademarks") in any publicity releases, news releases, annual reports, product packaging, signage, stationery, print literature, advertising, register or attempt to register any trademarks, trade names, logos, domain names, metatags, meta descriptors, or electronic mail (e-mail) addresses, server names, search-engine markers, that are identical to, or confusingly similar to the BUYER Trademarks or any other trademarks, trade names or domain names of BUYER or any of its subsidiaries or affiliated companies, websites or any other external communications. SELLER shall not represent, directly or indirectly, that any product or service offered by SELLER has been approved or endorsed by BUYER.
36. BUYER and SELLER each act as an independent controller (or equivalent role under applicable law) with respect to any personal data exchanged or otherwise processed in connection with this Order. Each party independently determines its own purposes and means of processing and is solely responsible for complying with its obligations under applicable data protection law. Each party will use personal data received from the other party only as reasonably necessary to perform, administer, and enforce this Order and to comply with law; will restrict access on a need-to-know basis subject to confidentiality obligations; and will not disclose such personal data except to recipients bound to protect it or as required by law. Each party will handle data subject requests and regulatory inquiries for which it is responsible and will reasonably cooperate where a request or inquiry primarily relates to the other party's processing. For information about how BUYER processes personal data relating to suppliers and their personnel, see BUYER's Supplier Privacy Notice (available at <https://legal.dow.com/en-us/privacy-statement/supplier-privacy-notice.html>), which

is provided here for transparency purposes and does not modify or limit the parties' obligations under this Order.

37. Each party will maintain reasonable administrative, technical, and physical safeguards designed to protect personal data and confidential information received from the other party against unauthorized access, disclosure, alteration, or loss. If a party provides the other party's personal data or confidential information to a subcontractor, cloud provider, or other third party for a purpose permitted under this Order, it will ensure that the recipient is bound by written obligations at least as protective as this Section and will remain responsible for that recipient's compliance. A party that confirms a security incident involving the other party's personal data or confidential information will notify the other party in writing without undue delay and, in any event, within forty-eight (48) hours, and will reasonably cooperate to mitigate and remediate the incident. Upon reasonable notice and no more than once annually (unless a security incident occurs or a material risk relating to this Order is identified), a party will provide reasonable information (including summaries of relevant third-party security assessments, where available) sufficient to confirm compliance with this Section, subject to appropriate confidentiality restrictions.
38. SELLER will not use, and will not permit any third party to use, any BUYER data (including personal data and confidential information disclosed by BUYER) as or in AI training data, or as AI input for any generative AI system, without BUYER's prior written authorization. Any AI used by SELLER in performing this Order must comply with applicable AI law. BUYER is entitled to seek injunctive or equitable relief for any breach of this Section. Nothing in this section restricts BUYER's internal use of data in accordance with its own policies and applicable law.
39. No amendment to this Order shall be effective unless in writing and signed by an authorized representative of the parties.

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