

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. This Order and its performance shall be construed according to the laws of the place where delivery is to be made under the provisions of this Order. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. Shipment in full or in part shall constitute unconditional and irrevocable acceptance of this Order and all its terms and conditions.
3. The BUYER reserves the right to cancel any part or all of this Order if the SELLER fails to make shipments in accordance with the specifications of this Order. The BUYER also reserves the right to cancel any portion or the entirety of this Order if the SELLER breaches any provision of this Order.
4. Any goods or material delivered in excess of the amount called for by this Order, and any defective material delivered there under, may be refused and returned at the expense of the SELLER, at BUYER's sole discretion.
5. No charge shall be allowed for handling, packing, crating, drayage or storage except as expressly agreed to by BUYER and specified in the Purchase Order or otherwise in writing.
6. SELLER shall not assign this Order, or any part thereof, without prior written consent of BUYER. Such consent shall not release SELLER from its obligations and liabilities under this Order.
7. The SELLER shall raise on invoice at the address indicated in the Order and deliver the same within 15 days of delivery of goods or service as the case may be. The invoice raised shall be tax compatible, indicating the Service tax, if applicable separately. Payment timelines shall commence only upon receipt of a valid and compliant invoice.
8. Payment for the goods under this Order shall not constitute acceptance thereof. All goods shall be received subject to inspections 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 fifteen (15) days after notice of rejection, goods may be returned, destroyed, disposed or sold on account and at expense of SELLER. No goods returned as defective shall be replaced without the written permission of BUYER.
9. If goods are furnished by BUYER to SELLER or designee of SELLER in connection with this Order, SELLER shall be solely responsible for all such goods.
10. 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, labour troubles, or causes or contingencies reasonably beyond its control, but the provisions of this paragraph shall not prevent BUYER from cancelling or terminating this Order in accordance with other provisions of this Order.
11. SELLER warrants that the Goods shall be (a) new and of the quality and applicable specifications (b) free from all defects in design, workmanship and

materials, (c) in compliance with the legal requirements applicable in the country where the goods are manufactured or the Services are rendered, (d) free from liens, pledges, encumbrances and/or retention rights, and (e) produced and sold free of any patent infringements.

SELLER shall provide BUYER with a certificate of analysis, accompanying the shipping documents, per lot size of Goods supplied to Buyer, unless otherwise agreed in writing.

12. SELLER warrants that the goods covered by this Order are produced and sold free of patent infringements. SELLER shall indemnify and hold BUYER harmless against all claims arising from patent or intellectual property infringement.
13. If the BUYER provides written notice of a breach within the applicable warranty period commencing from the date of acceptance, the SELLER's sole and exclusive remedy shall be, at the BUYER's option, the repair or replacement of the affected goods or services, or a refund of the corresponding purchase price.14. 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.
15. This Order is expressly limited to the terms and conditions contained in the provisions of 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, shall have no effect.
16. Every document, such as Bill of lading, Invoice, Bill of Entry or any other documents pertaining to this transaction shall reference / quote the Purchase order number. Failure to quote the Purchase Order number may result in rejection of documents and delay in payment.
17. SELLER warrants that it is in compliance with all applicable laws, rules and regulations. SELLER shall provide evidence of compliance upon BUYER's request.
18. 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 Suppliers Code of Conduct and the terms and conditions of this Order, the terms and conditions of this Order shall govern. Buyer may modify its Supplier Code of Conduct at any time by posting notice of such modified changes on Buyer's web site at www.dow.com/about/supplier/code.htm. Notwithstanding, 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 the Supplier's Code of Conduct of the Buyer as mentioned above. SELLER agrees that continued performance constitutes acceptance of any updated Code.

19. SELLER shall include an itemized packing list with each shipment, using the line item designations as they appear in this Order.
20. 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, only if the transportation charge is to the account of the Buyer.
21. 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.
22. In the event that the performance by SELLER under this Order involves performance on premises owned or operated by buyer, SELLER agrees to defend, indemnify, and hold harmless each member of the BUYER group from and against all claims which are asserted by or arise in favour of SELLER group (a) whether or not caused by the joint, , and/or concurrent negligence, fault, or strict liability of any such member, and (b) including, for such claims, arising from and against the consequences of any such member's own negligence, fault, or strict liability occurring jointly, concurrently, with the negligence, fault, or strict liability of any other person or entity. The foregoing indemnification provisions shall not apply to any such member with respect to any claim resulting from such member's sole negligence (other than imputed negligence), unmixed with the fault or negligence of any other person or entity. For purposes of this section: "buyer group" means any one or more of the following - buyer, its agents, officers, directors, employees and representatives; "claims" includes all claims, losses, costs (including, but not limited to, attorneys' fees and court costs and other costs of suit), demands, damages, and liabilities of whatever nature or character, which in any way arise out of or are related to SELLER group's acts or omissions in performing this order on premises owned or operated by buyer, including, without limitation, claims due to bodily injury, alleged bodily injury, death, or loss of personal property; "SELLER group" means any one or more of the following - seller, its contractors, or agents, representatives, employees, invitees, subcontractors, insurers, spouses, or relatives, of SELLER or its contractors; and "bodily injury" shall be construed to include, but not be limited to, any injury, physical pain, illness, sickness, disease, or impairment of physical condition of the body as well as any personal injury including, but not limited to, any invasion of personal rights such as libel or slander, civil or human rights violations, invasion of privacy, tortuous interference with a contract, or mental suffering of any type.
23. Title to materials furnished hereunder passes to BUYER as per the INOCTERMS agreed and specified in the Order.
24. In case of Service Contract, the term " Goods " shall stand replaced by services " wherever applicable.
25. 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.

- 26 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.
- 27 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.
- 28 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.

- 29 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.
- 30 Time is of the essence of this Order.
- 31 If the SELLER fails to meet its obligations (including its warranty obligations or obligation to deliver in time), or BUYER reasonably believes that SELLER will not meet such obligations (including the event that SELLER becomes insolvent or otherwise unable to pay its debts or is declared bankrupt or ceases doing business as going concern or commences liquidation), then BUYER, without prejudice to any other rights or remedies it may have under the Agreement or at law, shall have the right to terminate.
- 32 The SELLER shall not undertake, cause, or permit any activity that (i) is unlawful under any applicable law or regulation, including, without limitation, the Prevention of Corruption Act, 1988, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or any applicable environmental, health, safety, or other regulatory requirements; or (ii) would result in the Buyer or any of its affiliates being in violation of any applicable law or regulation.
- 33 No amendment to this Order shall be effective unless in writing and signed by an authorized representative of the parties.
- 34 If both SELLER group and buyer group have entered into an agreement otherwise regarding the goods under this Order and agreed that this GENERAL TERMS AND CONDITIONS OF PURCHASE should be part of such agreement, in case of any inconsistency between such agreement and this GENERAL TERMS AND CONDITIONS OF PURCHASE, the agreement should prevail.