

## GENERAL TERMS AND CONDITIONS

1. This Purchase Order and its performance shall be interpreted in accordance with the laws of the place where delivery is to be made, as provided herein. The rules of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order.
2. This Purchase Order shall be issued in writing, by electronic means, for the request of any product, material, or service. Acceptance shall also occur electronically, through the portal <https://corporate.dow.com/en-us/about/suppliers/invoice-status/contact.html>, or through performance of its terms, which shall constitute tacit and full acceptance of this Purchase Order.
3. Shipment or delivery, in whole or in part, pursuant to this Purchase Order, without objection by the **BUYER**, shall constitute acceptance of this Purchase Order.
4. The **BUYER** reserves the right to cancel this Purchase Order, in whole or in part, if shipment is not made as provided herein. The **BUYER** may also terminate this Purchase Order at any time, at its sole discretion. Upon such termination notice, the **SELLER** shall cease all work and follow the **BUYER**'s instructions regarding the disposition of any equipment and materials in process, which shall be the property of the **BUYER**. The **BUYER** shall pay only the costs effectively incurred by the **SELLER** for work performed up to the termination date, with no penalties applicable, and the **SELLER** shall have the duty to mitigate such costs.
5. Any products or materials delivered in quantities exceeding those requested in this Purchase Order, as well as any defective materials delivered hereunder, may be refused and returned at the **SELLER**'s expense.
6. Unless expressly provided otherwise in this Purchase Order, no charges shall be applied for handling, packaging, conditioning, drying, or storage, unless expressly agreed to by the **BUYER**.
7. The **SELLER** shall not assign this Purchase Order, or any part thereof, without the **BUYER**'s prior consent. Such consent shall not release the **SELLER** from its obligations and responsibilities hereunder. The **BUYER** may assign this Purchase Order to any third party without prior notice to the **SELLER**.
8. Payment for goods under this Purchase Order shall not constitute acceptance thereof. All goods shall be received subject to inspection and timely rejection by the **BUYER**. Defective goods or goods not meeting specifications may be held by the **BUYER** for inspection by the **SELLER**, at the **SELLER**'s risk, cost, and expense. If instructions are not received within fifteen (15) days after notice of rejection, the goods may be returned or sold at the **SELLER**'s expense. No goods returned due to defects shall be replaced without the **BUYER**'s prior written authorization.
9. The **BUYER** shall pay due and valid invoices in accordance with its payment frequency process and the payment terms agreed upon between the **BUYER** and the **SELLER**.
10. If goods are furnished by the **BUYER** to the **SELLER** or to a party designated by the **SELLER** in connection with this Purchase Order, the **SELLER** shall be solely responsible for such goods.

11. Neither party shall be liable for delays or failures in performance under this Purchase Order resulting from force majeure, acts of God, governmental determinations, acts of public enemies, war, fire, flood, epidemics, strikes, labor disputes, or other causes beyond its control; provided, however, that this provision shall not prevent the **BUYER** from cancelling or terminating this Purchase Order pursuant to other provisions hereof.
12. The **SELLER** warrants that the goods supplied or services performed under this Purchase Order shall (a) conform to the quality and specifications set forth herein; (b) be free from any defects in design, workmanship, finishing, and materials; and (c) be properly packaged for transportation and temporary storage.
13. The **SELLER** warrants that the goods and/or services covered by this Purchase Order are produced and sold free from infringement of patents or intellectual property rights.
14. **Biodiversity-Related Legislation**, meaning local or international laws relating to biodiversity, including but not limited to the Convention on Biological Diversity, the Nagoya Protocol, or other national regulations governing access to genetic resources or associated traditional knowledge: In order to enable the **BUYER** to comply with its obligations under Biodiversity-Related Legislation, the **SELLER** undertakes to inform the **BUYER** whether (i) the product or material subject to this Purchase Order results from access to genetic heritage or associated traditional knowledge; (ii) the product or material contains genetic heritage; and (iii) to immediately update such information in the event of any changes.
  - 14.1 The **SELLER** shall provide all information required by Biodiversity Legislation regarding the accessed species, including but not limited to the type of component (fauna, flora, algae, microorganisms, viruses, fungi), location of access, access registration number, start and completion dates, and any other information required by Biodiversity Legislation or the **BUYER**.
  - 14.2 If the **BUYER** has no prior knowledge that the products or materials subject to this Purchase Order originate from biodiversity, the **BUYER** reserves the right to withdraw from the purchase without any penalties upon receiving such information from the **SELLER**.
  - 14.3 The **SELLER** shall be solely responsible for the accuracy of biodiversity-related information concerning the products or materials subject to this Purchase Order. Failure to provide such information, or the provision of incomplete, incorrect, false, outdated, or misleading information, shall be the **SELLER's** exclusive responsibility before the **BUYER**, its customers, and competent authorities, obligating the **SELLER** to indemnify the **BUYER** and/or its customers for any losses and damages incurred, without prejudice to the **BUYER's** right to suspend or terminate the acquisition of such products or materials.
  - 14.4 The **SELLER** shall indemnify the **BUYER** and its customers for any and all losses and damages incurred due to the failure to provide biodiversity-related information, or the provision of incomplete, incorrect, false, outdated, or misleading information, including but not limited to losses arising from failure to comply with biodiversity legislation and any resulting sanctions, such as fines, benefit-sharing obligations, and material or moral civil damages.

15. **International Trade:** Suppliers shall comply with all applicable international trade laws and shall provide Dow with all documentation necessary for Dow to comply with import/export laws, implementing measures to ensure supply chain security. Where applicable, suppliers shall provide documentation to support product eligibility under applicable free trade agreements.
16. **Sanctioned Parties:** The shipper shall not use any service or equipment providers that (a) are located in countries subject to economic sanctions by the United Nations, the United States, or the European Union, or (b) appear on restricted or prohibited party lists maintained by such authorities. The shipper shall inspect all vessels, containers, equipment, and owners to ensure compliance.
17. Failure by either party to exercise any right under this Purchase Order on any occasion shall not constitute a waiver of such right. No waiver or exception shall be valid unless expressly agreed in writing. A waiver of a right arising from a breach shall not constitute a waiver of any other right arising from the same or any other breach.
18. The supply of products or materials under this Purchase Order shall be governed exclusively by this Purchase Order and any written purchase agreement or contract executed between the parties. These documents shall be complementary unless there is a conflict, in which case the written contract shall prevail. Any additional or conflicting terms contained in invoices or other documents shall have no effect.
19. This Purchase Order shall not be performed at a price higher than the last quoted price to the **BUYER** without prior notice and acceptance by the **BUYER**.
20. The **SELLER** represents compliance with all applicable laws and regulations, including anti-corruption (public and private), anti-money laundering, consumer protection, environmental, and labor laws, and warrants that it holds all licenses and permits required for its operations and the performance of this Purchase Order.
21. The **SELLER** shall include with shipments a detailed packing list showing full shipment details in accordance with this Purchase Order.
22. The **SELLER** shall comply with the Supplier Code of Conduct available on the **BUYER**'s website and incorporated herein by reference. In the event of a conflict, this Purchase Order shall prevail. The **BUYER** may amend the Supplier Code of Conduct at any time. The **SELLER** may, subject to prior review and approval by the **BUYER**, comply with its own code of conduct if deemed substantially equivalent.
23. Any freight charges invoiced by the **SELLER** under this Purchase Order shall be accompanied by original freight receipts showing weight and applicable rates.
24. If performance under this Purchase Order requires entry into **BUYER** facilities, the **SELLER** shall comply with all **BUYER** safety rules, including safety requirements and liability waivers.
25. THE **SELLER** ASSUMES FULL RESPONSIBILITY TO PROTECT, DEFEND, AND INDEMNIFY THE **BUYER** (INCLUDING ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES) AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, LIABILITIES, COSTS (INCLUDING ATTORNEYS' FEES AND

ADMINISTRATIVE PENALTIES) AND CLAIMS BROUGHT AGAINST THE **BUYER** ARISING FROM: (I) PERSONAL INJURY OR ALLEGED INJURY (INCLUDING DEATH OR ILLNESS); (II) THE PROVISION OF SERVICES OR SUPPLY OF GOODS BY THE **SELLER**; (III) THE **SELLER'S** BREACH OF THIS PURCHASE ORDER, EXCEPT TO THE EXTENT CAUSED BY THE **BUYER'S** GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) THE PERFORMANCE OF THE PRODUCTS SUPPLIED BY THE **SELLER**.

26. Unless otherwise expressly provided, delivery shall be made under Incoterm DDP (Delivered Duty Paid), at the **BUYER's** facilities specified herein, with title and risk of loss passing to the **BUYER** at the place of delivery.
27. The parties agree that all matters related to the interpretation and performance of this Purchase Order shall be governed by the applicable laws and the jurisdiction of the competent court at the place of delivery.
28. During performance, the **SELLER** may receive or access intellectual property or confidential information owned or controlled by the **BUYER** ("**BUYER IP Rights**"). The **BUYER** shall remain the sole owner thereof, and no license or rights are granted to the **SELLER**. The **SELLER** shall not disclose such rights nor seek registration based on them.
29. **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.
30. **Information Security:** 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.

31. **Artificial Intelligence: 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.
32. The **BUYER** may withhold, deduct, or offset from amounts due to the **SELLER**, without prior notice, any amounts owed by the **SELLER** under this Purchase Order or any related contract, including penalties, labor charges, or damages.