

**PURCHASE ORDER / CONTRACT / OFFER /CONTRACT RELEASE**  
**GENERAL TERMS AND CONDITIONS**

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. The Purchase Order shall be sent electronically and in writing to request any product, material or service. Acceptance of said Purchase Order shall also be sent electronically through the portal <https://corporate.dow.com/en-us/about/suppliers/invoice-status/contact.html> or upon compliance of its terms, which shall be deemed to represent full acceptance of the Purchase Order.
3. Shipment or delivery in full or in part under this Order without written objection to BUYER constitutes acceptance of this Order.
4. BUYER reserves the right to cancel any portion or all of this Order if any shipment is not made as specified by this Order. BUYER may also terminate this Order at any time for its own convenience. Upon such notice, SELLER shall stop all work and follow BUYER's instructions with respect to the disposition of all equipment and materials in process, title to which shall vest in BUYER. BUYER shall pay SELLER's actual costs for all work performed through the date of termination and no penalty shall be applied, and SELLER shall have a duty to mitigate such costs.
5. Any goods or material delivered in excess of the amount called for by this Order, and any defective material delivered thereunder, may be refused and returned at the expense of the SELLER.
6. Except as expressly stated otherwise in this Order, no charge shall be allowed for handling, packing, crating, drayage or storage except as expressly agreed to by BUYER.
7. SELLER shall not assign this Order, or any part thereof, without consent of BUYER.
8. Payment for the goods under this Order shall not constitute acceptance thereof. All goods shall be received subject to inspections and a reasonable opportunity for 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 or sold for account and at expense of SELLER. No goods returned as defective shall be replaced without the written permission of BUYER.
9. BUYER will pay overdue and valid invoices based on (i) the frequency of its payment procedures and (ii) the terms agreed between BUYER and SELLER.
10. 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.

11. 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, or causes or contingencies reasonably beyond its control, but the provisions of this paragraph shall not prevent BUYER from canceling or terminating this Order in accordance with other provisions of this Order.

12. SELLER warrants goods furnished or services rendered under this Order shall be (a) of the quality and applicable specifications stated in this Order, (b) free from all defects in design, workmanship, and materials, and (c) appropriately packaged for and during transit and interim storage.

13. SELLER warrants that the goods and/or services covered by this Order are produced and sold free of patent infringements.

14. The SELLER warrants that the goods and/or services subject to this Order do not infringe any intellectual property rights, including patents. Furthermore, the SELLER declares and agrees to fully comply with applicable legislation in the United Mexican States and applicable international treaties on biodiversity, including the Convention on Biological Diversity and the Nagoya Protocol, and will provide truthful, complete, and timely information if the products or materials derive from access to genetic resources, associated traditional knowledge, or contain genetic resources, undertaking to update such information immediately upon any changes in accordance with the General Law of Ecological Balance and Environmental Protection and the General Law of Wildlife, as applicable.

Where applicable, the SELLER shall provide the BUYER with all information and documentation reasonably required to ensure legal compliance. The BUYER may reject the purchase at no cost if it had no prior knowledge of such circumstance. The SELLER shall be solely responsible for the accuracy and sufficiency of the information provided and shall indemnify and hold harmless the BUYER and its customers from any damages, penalties, sanctions, or losses arising from non compliance with biodiversity regulations or from incomplete, inaccurate, or false information.

15. International Trade: SELLER will comply with all applicable laws governing international trade. SELLER will provide BUYER with documentation necessary for BUYER to comply with import/export laws and will implement practices and procedures to ensure security of their supply chain under applicable regulations. If applicable, the SELLER will provide documentation to support the eligibility of their product under a Free Trade Agreement.

16. Sanctioned Parties: The SELLER may not use any supplier of services or equipment which (a) is located in any country subject to United Nations, U.S. or EU economic sanctions (or acting on behalf of persons or entities located in such countries) or (b) appears on lists of restricted or prohibited persons maintained by the United Nations, U.S., EU or the country of manufacture, origin/destination of the cargo. The SELLER shall screen all vessels, containers and other equipment and their owners to ensure compliance with this requirement.

17. 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.

18. The supply of products or materials provided for in this Order shall be governed exclusively by this Order and by any Purchase and sale agreement or other written agreements between the parties concerning the same product or service. This Order and any agreement duly signed between the parties are complementary to each other, unless there is a conflict between their provisions, in which case the agreement made between the parties shall prevail. Any additional, conflicting or different terms or conditions provided for in any invoice or other document, other than this Order or any agreement duly signed between the parties, will be devoid of effect.

19. This Order may not be performed at higher prices than last quoted to BUYER without notice to and acceptance by BUYER.

20. SELLER warrants that it is in compliance with all applicable laws, rules and regulations in force in its jurisdiction related, including, but not limited, to anti-corruption (public and private), money laundry, consumer, environmental and labor protection. Also, SELLER warrants that it has all licenses and permits required for its operation and to comply with the terms of this Order.

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

22. SELLER shall comply with BUYER's Code of Business Conduct for Suppliers ("Supplier Code of Conduct") available on BUYER's web site 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 the 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](http://www.dow.com/about/supplier/code.htm). In the event of any conflict between the SELLER Code of Conduct and the terms and conditions of this Order, these terms and conditions shall prevail. BUYER may amend the Code of Conduct at any time by posting such modifications on BUYER's website at [www.dow.com/about/supplier/code.htm](http://www.dow.com/about/supplier/code.htm). SELLER may, alternatively and subject to prior review and approval by BUYER, comply with SELLER's code of conduct if it considers it to be substantially similar to that of the BUYER.

23. 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.

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 ASSUMES TOTAL RESPONSIBILITY FOR PROTECTING, DEFENDING AND INDEMNIFYING THE PURCHASER (WHICH INCLUDES, FOR THE PURPOSES OF THIS PARAGRAPH, AGENTS, OFFICERS, ADVISORS, EMPLOYEES AND REPRESENTATIVES OF THE PURCHASER) FOR ALL AND ANY LOSSES, EXPENSES, LEGAL ACTIONS, OBLIGATIONS, COSTS (INCLUDING, AMONG OTHER EXPENSES, ATTORNEY'S

FEES AND/OR ADMINISTRATIVE PENALTIES) AND FOR CLAIMS ("CLAIMS") MADE AGAINST BUYER BY SELLER OR BY ANY THIRD PARTY AS A RESULT OF:

(I) BODILY INJURY OR ALLEGED INJURY (INCLUDING DEATH AND/OR ILLNESS), OR PROPERTY DAMAGE OR OTHER ACTUAL OR ALLEGED DAMAGE WHICH RESULTS FROM OR HAS ANY RELATIONSHIP WITH THE SELLER'S PRESENCE IN THE FACILITIES OPERATED, OWNED OR LEASED BY THE PURCHASER;

(II) THE SELLER'S PROVISION OF SERVICES OR SUPPLY OF PRODUCTS;

(III) THE SELLER'S BREACH OF ANY PROVISION OF THIS ORDER, EXCEPT WHEN RESULTING FROM GROSS NEGLIGENT OR INTENTIONAL MISCONDUCT BY THE BUYER, OR

(IV) THE PERFORMANCE OF PRODUCTS PROVIDED BY THE SELLER.

26. Except as expressly stated otherwise in this Order, delivery shall be Delivered Duty Paid ("DDP") BUYER'S facilities 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.

27. For all issues of interpretation and compliance of this Order, the Parties agree to submit to the applicable laws and jurisdiction of the applicable Federal, State and Local courts of the place where delivery is to be made, agreeing not to assert any other jurisdiction that may correspond to their present or future domicile, for any reason, whether present or future.

28. 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.

29. BUYER may retain, deduct or set-off from the invoices issued by BUYER to the SELLER, without prior notice or authorization of the SELLER, any amounts that are due by SELLER arising from its responsibilities under this Order or any agreement executed by the parties, such as penalties, labor fees, damages caused to BUYER, etc.

30. SELLER shall act as the sole and exclusive employer of its personnel and shall be solely responsible for the full compliance with all applicable labor, social security, payroll tax, occupational health and safety, and any other legal obligations arising in connection with such personnel. As applicable, BUYER and SELLER expressly agree that, with respect to the works and/or services provided by SELLER to BUYER under this Purchase Order in the United Mexican States, such works and/or services shall be performed by SELLER in its capacity as an independent contractor. Accordingly, the Parties acknowledge that the personnel engaged by

SELLER for the performance of the works and/or services shall remain at all times under SELLER's exclusive subordination, direction, and responsibility, and that no employment relationship whatsoever, whether direct or indirect, shall exist or be deemed to exist between such personnel and BUYER.

31. Audits: 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. SELLER shall meet all applicable laws, decrees, regulations and other legal provisions in force in the United Mexican States relating to environmental protection, chemical substances, and occupational health and safety, including, without limitation, the General Law of Ecological Balance and Environmental Protection, the General Law for the Prevention and Comprehensive Management of Waste, the Federal Labor Law, the Federal Regulation on Safety and Health at Work, the Official Mexican Standard NOM-018-STPS-2015 (Globally Harmonised System of Classification and Communication of Hazards of Chemical Products), and any regulations that modify or replace them.

32. Privacy: 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.

33. 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.

34. 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.