

## GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Seller agrees to sell and Buyer agrees to buy the materials and/or services set forth in the preceding (or front) page, in accordance with all the terms and conditions in this Purchase Order after specific negotiation hereof. This is not a form contract as defined in the Contract Law.
2. Subject to paragraph 3 below, this Purchase Order constitutes the full understanding and complete agreement between Buyer and Seller and supersedes all prior quotations, negotiations, understandings and agreements between Buyer and Seller, whether written or oral, with regard hereto, and no other terms, conditions, understandings or agreements purporting to modify or vary the terms or conditions herein or on the front side hereof shall be valid unless specifically agreed to by Buyer in writing. The terms and conditions of any acceptance of this Purchase Order submitted by Seller will not be applicable regardless of whether they purport to replace the terms and conditions herein or on the front side hereof.
3. This Purchase Order may be used as a purchase release under a formal written purchase agreement between Buyer and Seller and in such event the terms, conditions and provisions of such formal written agreement shall apply as if they were incorporated to this Purchase Order; if any terms, conditions or provisions in such formal written agreement are in conflict with any of those hereof, the terms, conditions or provisions in the formal written agreement shall prevail, unless otherwise specifically agreed upon in writing by Buyer and Seller.
4. Seller shall not assign this Purchase Order or any part thereof to any third party without prior written consent of Buyer. Such consent shall not release any liability or obligation incumbent upon Seller hereunder.
5. Buyer has the right to cancel any portion of this Purchase Order immediately upon notice and without liability if shipment

or performance is for any reason not made as specified herein or on the preceding page (or front side hereof) or automatically and without notice and without liability if Seller should be adjudged bankrupt or insolvent, should obtain an official moratorium, or should go into voluntary or compulsory liquidation.

6.Seller shall be liable for any cost and expense incurred by Buyer due to late delivery of the materials and/or services purchased hereunder.

7.Seller represents that the prices to be charged for the materials and/or services furnished hereunder will not violate any applicable and valid price control regulation or law.

8.All shipments of materials hereunder shall comply with all applicable and valid governmental, maritime, or transport shipping regulations in regard to labels, containers, safety of equipment, loading, transport and storage.

9.A separate invoice must be issued for each individual shipment against this Purchase Order. No charge shall be made by Seller for packing, crating, drayage, demurrage or storage unless such charge is specified on the front hereof.

10.Receipt of or payment for materials and/or services furnished and delivered hereunder shall not constitute Buyer's acceptance. Therefore, all such materials and or services are received subject to Buyer's inspection and rejection. Buyer shall have the right to reject any such material and/or service not in accordance with specifications therefore by giving written notice to Seller within sixty (60) days after receipt thereof and all costs in connection therewith including but not limited to delivery, transport, disposal and return shall be borne by Seller. In the event of latent defects Buyer shall have the right to reject any such material and/or service within thirty (30) days after discovery thereof. Material not in accordance with Buyer's specifications will be held by Buyer for Seller's instructions and at Seller's risk and expense. If Seller's

instructions are not received within fifteen (15) days after notice of rejection, such material may be returned. No material returned as defective shall be replaced without Buyer's written permission. Seller shall reimburse Buyer the invoice price for all defective material returned and not replaced. Material delivered in excess of amount called for hereunder may be refused and returned at Seller's expense.

11. Seller shall be responsible for expediting and inspecting material to be furnished hereunder. Buyer, however, reserves the right to expedite delivery of materials in Seller's production facility or in Seller's subsupplier production facility if Buyer deems it so necessary in the event of equipment especially fabricated for Buyer. Buyer shall have the right to inspect and test such equipment prior to delivery.

12. Seller warrants the materials and/or services delivered and/or provided hereunder are produced, delivered, provided and sold free from any infringement of patent, trademark, copyright, trade secret, or other intellectual property rights (collectively "Intellectual Property"), and that the sale, offer for sale or use of such materials and/or services will not infringe any Intellectual Property rights covering the material or service itself. Seller shall indemnify and hold Buyer harmless from any damages of claims, demands, costs (including reasonable attorney's fees), liabilities, and litigations arising from or related to any infringement or alleged infringement of Intellectual Property rights caused by the manufacture, delivery, provision, sale, offer for sale or use of the materials and/or services. The above Intellectual Property warranty and indemnity from Seller shall survive the termination of this Purchase Order. In addition, Seller warrants the materials and/or services furnished hereunder shall be of the quality and specification stated on the front side hereof and free from all defects in Seller's design, workmanship and materials, and free from all liens and encumbrances. In the

event of materials and/or services especially fabricated or provided for Buyer, Seller warrants such design, workmanship and materials for at least a period of eighteen (18) months from date of delivery or 12 months after start-up at site.

13. In the event that the performance by Seller hereunder requires entrance on or into Buyer's premises, Seller or its agent shall comply with all safety rules and regulations of Buyer, and Seller agrees that it will protect, indemnify and save Buyer harmless from any and all claims and demands and causes of action of every kind and character made against the Buyer by Seller or its agent or any employee of Seller or its agents, because of injury, or alleged injury (including death) or damage, or alleged damage to property occurring in connection with, or arising out of the performance by Seller hereunder, however caused.

14. Seller agrees to safeguard as proprietary knowledge belonging to Buyer all information, drawings, specifications, data and material furnished by Buyer to Seller for Seller's performance hereunder. Seller shall be responsible for proper handling, care and storage of such information and material and shall return such information and material not consumed in Seller's performance hereunder to Buyer if requested. Seller further agrees not to make any photograph or drawings of the completed or partially completed material hereunder for any purpose whatsoever. All rights of copyright in any work created by Seller for Buyer and adopted by Buyer shall belong solely to Buyer. Copyright shall be assigned to Buyer from Seller and/or its agents upon request.

15. Force Majeure Condition shall be defined as acts of nature, fire, earthquake, accident, labour disturbance, laws, rules, regulations or orders of any national, municipal or other governmental authority whether domestic or foreign, acts of war (declared or undeclared) or conditions arising out of or attributable to war, where conditions were not foreseeable by

and are beyond the reasonable control of, the parties hereto. A party affected by such Force Majeure Condition shall immediately upon the occurrence thereof give written notice together with reasonably full details thereof to the other party. In the event such Force Majeure Condition affects SELLER's ability to produce and deliver the materials and/or services hereunder SELLER shall use bonafide reasonable endeavours to locate an alternate source or to otherwise make such materials and/or services available from other production facilities thus continuing the delivery of such materials and/or services as scheduled herein failing which the quantity so affected shall be deducted from this Purchase Order but only in proportion to the lesser of (a) the actual percentage (%) reduction in SELLER's total production of similar materials and/or services or (b) the actual percentage (%) reduction in SELLER's total sales of similar materials and/or services to all customers. In the event such Force Majeure Condition affects BUYER's ability to consume or use the materials and/or services hereunder the quantity affected as determined by BUYER, shall be deducted from this Purchase Order. Nothing in this paragraph shall however prevent BUYER from cancelling any portion of his Purchase Order in accordance with paragraphs 5 and 16 hereof.

16. Buyer may at any time, and upon written notice, terminate this purchase order without penalty or obligation to Seller; except, however, Seller shall be entitled to reasonable compensation for goods completed or already in shipment to Buyer prior to termination, as substantiated by documentation satisfactory to and verified by Buyer. Such compensation shall not include burden, overhead or anticipated profits for the portion of work not completed, and Seller shall transfer title of such completed goods and make disposition thereof for the account of Buyer, as Buyer may direct.

17. Title to materials furnished hereunder passes to Buyer at the time of delivery, but risk of the materials shall remain with

Seller until the same are consumed or accepted by Buyer and not rejected pursuant to paragraph 10.

18.[Note: In case that DCPL or Dow Taiwan entity signs this Purchase Order, or in case that a Dow company in mainland China signs this Purchase Order with a Hong Kong or Taiwan manufacturer, the below wording applies]

This Purchase Order is governed by the laws of Hong Kong. The United Nation Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. Any dispute arising out of or in connection with this Purchase Order shall be submitted to Hong Kong International Arbitration Centre for arbitration in Hong Kong with its then effective rules. The arbitral award shall be final and binding on both parties.

[Note: In case that a Dow company in mainland China signs this Purchase Order with a manufacturer in mainland China, the below wording applies instead]

This Purchase Order is governed by the laws of the People's Republic of China, without regards to its Conflict of Laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is excluded. Any dispute arising from, out of or in connection with this Purchase Order shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC"), which is headquartered in Beijing, with arbitration place in Beijing according to its then effective rules. The arbitration award shall be final and binding on both parties.

19. The formation, validity, interpretation and implementation of this Purchase Order shall be governed by the laws of China but in the event that there is no published laws and regulations in China governing a particular matter relating to this Purchase order, reference shall be made to general international practice.

20. Seller shall comply with Buyer's Code of Business Conduct for Suppliers ("Supplier Code of Conduct") available on Buyer's

web site at <https://corporate.dow.com/en-us/about/suppliers/info/sourcing> and incorporated by reference and made part of this [Purchase Order/Agreement]. In the event there is a conflict between Suppliers Code of Conduct and the terms and conditions of this [Purchase Order/Agreement], the terms and conditions of this [Purchase Order/Agreement] shall govern. Buyer may modify the Supplier Code of Conduct at any time by posting notice of such modified changes on its web site at <https://corporate.dow.com/en-us/about/suppliers/info/sourcing>. 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 Buyer's.

21. In order to perform the services under this Purchase Order, Buyer will provide Seller with certain personal information of Buyer's personnel (the "Personal Information"). The Personal Information under this Purchase Order is provided to Seller only for the purpose of performing this Purchase Order. In addition, Seller shall not use the Personal Information for any other purpose without consent of Buyer. Seller shall delete the Personal Information in a timely manner when Buyer notifies Seller to delete it.

Seller shall comply with the relevant laws, regulations and industry standards related to personal information protection, and take technical measures and other necessary measures in accordance with laws, regulations and industry standards to ensure security of the Personal Information and to prevent disclosure, damage or loss of the Personal Information. Buyer may require Seller to make reasonable clarification or explanation on the technical measures or necessary measures it has taken. Seller shall not provide or disclose the Personal Information to any third parties except as required by laws and regulations or required by competent authorities or Buyer. Where Buyer believes that Seller fails to comply with any requirements

of the relevant laws, regulations and industry standards, Seller shall rectify such failure in a timely manner and compensate Buyer for the losses caused thereby.

Seller shall ensure that its personnel will process the Personal Information under this Purchase Order as Seller deems necessary, and such personnel of Seller shall strictly abide by the confidentiality obligations no less than those under this Purchase Order. In case of any unauthorized leakage of the Personal Information, Seller shall immediately notify Buyer and respond in a timely manner in accordance with the requirements of the relevant laws, regulations and industry standards.