

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 under this Order without written objection from BUYER constitutes acceptance of this Order.

3. BUYER reserves the right to cancel any portion or all of this Order if any shipment is not made as specified by this Order. The goods to be shipped to BUYER by SELLER must: (i) be new and of merchantable quality unless otherwise stated in the Order; (ii) be delivered to the Delivery Point by the Delivery Date. SELLER must promptly notify BUYER of any delays or potential delays to the supply or delivery of the goods and take all steps necessary to minimize the effect of any such delay; (iii) be produced according to the laws of the place where the production is to be made under the provisions of this Order.

For the purpose of this Section, "Delivery Point" means the place or places specified in the Order to which SELLER has to deliver the goods, "Delivery Date" means the date or dates specified for delivery of the goods as set out in the Order.

4. Any goods or material delivered in excess of the amount called for by this Order, and any defective material delivered thereunder, may be refused by BUYER and returned to SELLER at the expense of the SELLER.

5. No charge shall be allowed for handling, packing, crating, drayage or storage except as expressly agreed to by BUYER.

6. SELLER shall not assign, transfer or novate any of its rights or obligations under this Order, or any part thereof, without prior written consent of BUYER. However, BUYER has the right to assign, transfer or novate any or all of its rights and obligations under this Order.

7. BUYER shall pay due and valid invoices upon BUYER's next payment system run immediately following the expiration of 60 calendar days from the date BUYER receives the complete invoice at the location specified on this Order (if both parties have written agreement otherwise, such agreement should prevail) provided that the goods fully comply with this Order and BUYER does not dispute the invoice, in which case: (i) BUYER will pay any undisputed part of the relevant invoice (if any) and may dispute the balance; and (ii) if the resolution of the dispute determines that BUYER is to pay an amount to SELLER, BUYER will pay that amount as soon as practicable after resolution of that dispute. When submitting the invoice, SELLER must provide BUYER with a tax invoice if the invoice is subject to value added tax or other applicable taxes. Unless BUYER receives the proper tax invoice, BUYER will not be liable to pay SELLER the price stated in the invoice.

Unless this Order provides otherwise, the price stated in the invoice is fixed and excludes all applicable taxes and charges. SELLER represents and warrants that the price of materials sold to BUYER under this Order is not less favourable to BUYER than those extended to any other customer of SELLER for goods of like grade and quality in equal or lesser quantities. In the event SELLER reduces its price for such materials to others during the

term of this Order, SELLER agrees to reduce the price to BUYER correspondingly. BUYER will have the right to audit SELLER's records to verify compliance with this paragraph. If a discrepancy of greater than 1% is discovered during the audit, then SELLER will within 30 calendar days after discovery of the discrepancy issue BUYER a debit or credit, as the case may be, to correct the discrepancy.

In addition, BUYER may request SELLER to meet competitive offers by providing SELLER with written notice that BUYER has received an offer from another supplier to sell goods of like quality and quantity at a lower delivered cost to BUYER than that then available under the price and terms of this Order. If SELLER does not agree to meet such lower delivered cost within 30 calendar days of BUYER's written notice, BUYER may terminate this Order without any liability to SELLER.

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) calendar 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. 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, labor troubles, or causes or contingencies reasonably beyond its control ("Force Majeure Events"). In the event of Force Majeure, the prevented party may suspend the performance of its obligation under this Order until the influence of such Force Majeure Events is removed without undertaking the breaching liabilities; provided however, that the prevented party shall make its best efforts to overcome such event and mitigate its effects.

For the avoidance of doubt, the parties agree that the provisions of this paragraph shall not prevent BUYER from canceling or terminating this Order in accordance with other provisions of this Order.

11. SELLER warrants that:

(i) goods furnished 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, (c) fit for any purpose made known by BUYER to SELLER before the date of this Order and will conform with applicable laws and regulations and the Order, and (d) appropriately packaged for and during transit and interim storage;

(ii) SELLER has full legal title and ownership of the goods, free of any liens, charges and encumbrances and will provide the goods to BUYER on that basis;

(iii) BUYER will be entitled for a clear, complete and quiet possession of the goods;

(iv) the goods covered by this Order are produced and sold free of patent infringements; and

(v) it is in compliance with all applicable laws, rules and regulations.

12. 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.

13. 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.

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

15. 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 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.

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

Dow Chemical Company's.

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

17. 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.

18. 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.

19. 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 FAVOR OF SELLER GROUP (A) WHETHER OR NOT CAUSED BY THE JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY SUCH MEMBER, AND (B) INCLUDING, FOR SUCH CLAIMS, FROM AND AGAINST THE CONSEQUENCES OF ANY SUCH MEMBER'S OWN NEGLIGENCE, FAULT, OR STRICT LIABILITY OCCURRING JOINTLY, CONCURRENTLY, OR COMPARATIVELY 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 OR 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, tortious interference with a contract, or mental suffering of any type.

20. 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.

21. In order to perform the services under this Purchase Order, Buyer may 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.

22. BUYER may immediately terminate the Order by notice in writing to SELLER if:

(a) SELLER fails to deliver the goods to the Delivery Point by the Delivery Date;

(b) SELLER does not comply with, or is in breach of, any of its other obligations under the Order and such non-compliance or breach is not remedied within 14 calendar days after BUYER requests SELLER to remedy it; or

(c) SELLER petitions for bankruptcy, is declared bankrupt or a curator or administrator is appointed to SELLER or SELLER enters into a suspension of payment with creditors or a liquidation order is made in respect of SELLER.

If BUYER terminates the Order under this section, BUYER will not be obliged to make any further payment to SELLER and BUYER reserves all its rights to compensation for damages and other losses and liabilities that may arise as the result of this termination.

23. SELLER and BUYER agree, for the effectiveness of the termination this Order based on this section, to waive any provisions, procedures and operation of any applicable laws and regulations, including the provisions of Article 1266 of the Indonesian Civil Code, to the extent that a court order is required for termination of this Order.

24. If, during the Warranty Period, BUYER finds any of the goods to be defective, at BUYER's option and request, SELLER agrees to:

(a) repair or replace (at BUYER's option) any defective goods that BUYER rejects free of charge and within a period specified by BUYER; or

(b) reimburse BUYER for any expenses BUYER incurs in making good any defective goods (including the cost of returning any defective goods to SELLER).

SELLER agrees to warrant any repairs or replacement goods provided by SELLER under this section for a further period equivalent to the Warranty Period but commencing from the date of repair or replacement.

For the purpose of this section: "Warranty Period" means the period of [to be inserted] months from the date of the delivery of the goods to the Delivery Point.

25. BUYER may at any time, and from time to time, by notice in writing to SELLER, direct a variation to the Order, either by way of increase or decrease in the goods, or by way of changes in the character or quality of material or equipment to be supplied as part of the goods. No variation invalidates the Order and SELLER must promptly comply with any direction given by BUYER under this section.

26. (a) The parties agree that if any difference, dispute, conflict or controversy, arises out of or in connection with this Order or its performance, including without limitation any question regarding its existence, validity, termination of rights or obligations of any party or for any wrongful or unlawful act (a "Dispute"), the parties will attempt for a period of 30 calendar days after the receipt by a party of a notice from the other party of the existence of the Dispute to

settle the Dispute by amicable settlement between the parties.

(b) If the parties are unable to reach agreement to settle the Dispute within the 30-day period mentioned in section 25(a), then either party may submit the Dispute to a Board of Arbitration under the applicable rules of the Indonesian National Board of Arbitration (BANI) (the "BANI Rules"). Any notice of arbitration, response or other communication given to or by a party to the arbitration must be given and deemed received as provided in the BANI Rules.

(c) No party will be entitled to commence or file any action in a court of law relating to any Dispute until the matter will have been determined by the Board of Arbitration as provided in this section 25 and then only for the enforcement of the arbitration award.

(d) Except as otherwise permitted in the BANI Rules and the prevailing laws and regulations relating to arbitration, any decision of the Board of Arbitration in any matter within this section will be final, binding and incontestable and may be used as a basis for enforcement thereon in Indonesia or elsewhere. The Board of Arbitration will be entitled to include in its decision a determination as to the payment of the cost and expenses of the arbitrators, the administrative costs of the arbitration, the legal fees incurred by the parties, the cost and expenses of witnesses and all other costs and expenses necessarily incurred in the opinion of the Board of Arbitration in order to properly settle the Dispute.

27. SELLER must keep all information provided to SELLER by BUYER confidential and ensure that any subcontractor that it engages does the same.

28. This Order is duly made and executed in dual language. In the case of any inconsistencies and/or disputes or different interpretations between INDONESIAN TEXT and ENGLISH TEXT, the ENGLISH TEXT shall prevail and the relevant INDONESIAN TEXT shall be automatically amended to confirm with and be consistent with the relevant ENGLISH TEXT of this Order.

29. If both SELLER and BUYER 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.