

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 to 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.
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 and returned 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 this Order, or any part thereof, without consent of BUYER. Such consent shall not release SELLER from its obligations and liabilities under this Order.
7. Buyer shall pay due and valid invoices upon Buyer's next payment system run immediately following the expiration of 60 days from the date Buyer receives the invoice at the location specified on this Order (if both parties have written agreement otherwise, such agreement should prevail). SELLER represents and warrants that the price of materials sold to BUYER under this Order is not less favorable 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 days after discovery of the discrepancy issue BUYER a debit or credit, as the case may be, to correct the discrepancy. 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 days of BUYER's written notice, BUYER may terminate this Order without 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) 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, but 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 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) with good title, free from any lawful lien or

encumbrance, and (d) appropriately packaged for and during transit and interim storage.

12. Seller warrants that the goods covered by this Order are produced and sold free of infringements of any intellectual property rights.

13. 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.

14. 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 acknowledgement of this Order, or in any document other than this Order as issued by BUYER, shall have no effect.

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

16. SELLER warrants that it is in compliance with all applicable laws, rules and regulations.

17. 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 Agreement, 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

TDCC's.

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

19. 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.

20. 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.

21. 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.

22. Title to and risk of loss for materials furnished hereunder passes to Buyer at the time of delivery.

23. 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.