

PURCHASE ORDER / CONTRACT / CONTRACT RELEASE
GENERAL TERMS AND CONDITIONS

1. This Order and its performance shall be construed according to the laws of the Province of Alberta. 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. 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.
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. 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.
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. 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 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.

8. Except as expressly stated otherwise in this Order, Buyer shall pay due and valid invoices upon Buyer's next payment system run immediately following the expiration of 90 days from the date Buyer receives the invoice at the location specified on this Order.

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 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.

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

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

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

15. 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.

16. 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.

17. SELLER assumes the entire responsibility and liability for, and will protect, defend and indemnify BUYER (which includes for purposes of this paragraph BUYER'S agents, officers, directors, employees and representatives) from and against any and all losses, expenses, demands, liabilities, costs (including without limitation reasonable attorney's fees) and claims ("claims") made against BUYER by SELLER or any third party due to any bodily injury or alleged injury (including death and/or disease), or property or other damage, actual or alleged, which arise out of or are in any way related to: (i) SELLER'S presence on premises owned, operated or leased by BUYER; (ii) SELLER'S performance of services or provision of goods; or (iii) SELLER'S breach of any provision of this order, except to the extent caused by BUYER'S gross negligence or willful misconduct.

18. Except as expressly stated otherwise in this Order, delivery shall be 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.

19. SELLER warrants that it is in compliance with all applicable laws, rules and regulations, including the U.S. Foreign Corrupt Practices Act and the Canadian Corruption of Foreign Public Officials Act.

20. Time is and shall continue to be of the essence of this Order.

21. No amendment to this Order shall be effective unless in writing and signed by an authorized person of the parties.

22. 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.

23. This Order is expressly limited to the terms and conditions contained in the provisions of this Order and any existing written and properly executed purchase contract for the named product or service between the parties. The terms of the properly executed purchase contract shall govern over any conflicting terms contained in 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 and any properly executed purchase contract between the parties, shall have no effect.

24. Each provision of this Order is distinct and severable. Any provision of this Order prohibited by any applicable statute, law, by-law, or regulation of any applicable governmental authority shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Order.

25. 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. 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.