

# Business Rules



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# Dow Consumer Solutions Standard Business Rules

Thank you for your continued business! These business rules apply when purchasing products offered for sale on dow.com and are identified as standard business rule products within cart/review cart. These rules may be superseded by additional or different rules or terms set forth in applicable sales contracts.

If you have any questions about rules that apply to your orders, please contact our customer support team.

## Order changes to quantities or delivery dates

- Materials that are normally stocked can be changed until shipment preparations\* begin without a fee. After such time, a fee of \$500 USD (or equivalent local currency) per order, the first time the order is changed, may be applied.
- Materials that are not normally stocked or manufactured to order can be changed outside of the standard lead time before preparations for manufacturing begin without a fee. After such time, a fee of \$500 USD (or equivalent local currency) per order, the first time the order is changed, may be applied. No changes are allowed once shipment preparations begin.

\* Shipment preparation guidelines: typically five (5) business days prior to shipment date for Road and fifteen (15) days prior to shipment date for Marine Packed Cargo.

## Order cancellations

- Materials that are normally stocked can be cancelled before shipment preparations\* begin without a fee. After such time, a fee of \$500 USD (or equivalent local currency) per line item may be applied.
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## Rush orders

A rush order occurs when a Customer Requested Delivery Date (CRDD) on any new sales order, or changes to an existing sales order or shipment requires Dow to produce, ship, and/or deliver sooner than the standard total lead time required for the particular ship-to/source point/mode of transportation combination. Rush orders may be subject to a \$500 USD (or equivalent local currency) per order fee.

## Convenience returns

Convenience returns will not be accepted for any materials that are not normally stocked. Materials that are normally stocked will be subject to approval through your account manager.

## Shipment & freight terms

Unless otherwise agreed, Dow will select the manufacturing and shipping site. The freight terms applicable to each line will be displayed in the cart for review and resulting order. Default shipping is standard surface. Dow pays standard freight. Expedited or Express shipping options can be explored via Customer Service and will result in additional charges if accepted. If the shipment cannot be unloaded promptly at your delivery site, you will be responsible for paying demurrage charges.

## Credit & payment terms

With approved open credit, a standard payment term will be enforced that varies by geography, unless a different payment term has been agreed and reflected in the order acknowledgment. The payment due date is the date we must receive payment. No unauthorized deductions are allowed. If payment is not received by the due date, or your financial responsibility becomes unsatisfactory and Dow deems itself insecure, then, in addition to any other rights Dow may have, Dow may defer shipments, accelerate the due date on all amounts owed Dow, require cash payments or other security, and/or cancel your order without liability and without waiving any other remedies Dow may have. You are responsible for all of Dow's collection costs including reasonable legal fees and costs. Dow may charge you the maximum interest allowed by law on all overdue amounts.

All orders are subject to our sales **Terms & Conditions**, unless superseded by applicable sales contracts. These sales **Terms & Conditions** are available for review before checkout and will be documented on all order acknowledgments.

# Dow Consumer Solutions MARKET OFFER Business Rules

Thank you for your continued business! This document outlines business rules that apply when purchasing products offered for sale on dow.com under MARKET OFFER pricing conditions. You may have additional or different rules documented in officially signed sales contracts.

If you have any questions about rules that apply to your orders, please contact our customer support team.

## Order quantities and lead time

MARKET OFFERS enable the purchase of standard products at market-driven pricing. Typically, these offers require 1) large minimum order quantities, 2) shipment directly from manufacturing plants and 3) production planning lead time.

## Order changes to quantities or delivery dates

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## Credit & payment terms

With approved open credit, a standard payment term will be enforced that varies by geography, unless a different payment term has been agreed and reflected in the order acknowledgment. The payment due date is the date we expect to receive payment. No unauthorized deductions are allowed. If payment is not received by the due date, all past due balances will incur late fees assessed at an annual percentage rate of 18% (or the maximum allowable interest rate permitted by law, whichever is less). We may delay or cancel any Order on an account with any past due balance.

These sales **Terms & Conditions** are available for review before checkout and will be documented on all order acknowledgments.

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