

DUPONT E I DE NEMOURS & CO

Form 424B3

April 26, 2017

Table of Contents

Filed pursuant to Rule 424(b)(3)
Registration Statement No. 333-215864

The information in this preliminary prospectus supplement is not complete and may be changed. This preliminary prospectus supplement is neither an offer to sell these securities nor a solicitation of an offer to buy these securities in any jurisdiction in which the offer or sale thereof is not permitted.

Subject to Completion Dated April 26, 2017

Prospectus Supplement (To prospectus dated February 2, 2017)

\$

E. I. du Pont de Nemours and Company

\$ % Notes due 2020

\$ Floating Rate Notes due 2020

We will pay interest on the % Notes due 2020 (the Fixed Rate Notes) on and of each year, commencing on , 2017. We will pay interest on the Floating Rate Notes due 2020 (the Floating Rate Notes) on , , and of each year, commencing on , 2017. We refer to the Fixed Rate Notes and the Floating Rate Notes together as the Notes. We may redeem the Fixed Rate Notes at our option prior to maturity, in whole or in part, as described in this prospectus supplement under Description of Notes Optional Redemption. In addition, we have entered into a merger agreement with The Dow Chemical Company as a result of which all of our and Dow s common stock will become held by a new holding company, DowDuPont Inc., in the Mergers (as defined below). Following the Mergers, we expect to pursue the separation of the combined company s agricultural business, specialty products business and material science business into three independently-traded public companies. Upon public announcement of the record date for the separation of either the agricultural business or the specialty products business or the entry into an agreement to sell all or substantially all of the assets of either business to a third party, we will be required to issue a notice of redemption of all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to but not including the date of redemption. See About DuPont Recent Developments DuPont Dow Merger of

Equals and Description of Notes Special Mandatory Redemption. If we experience a Change of Control Triggering Event (as defined herein), we may be required to offer to purchase the Notes from holders. See Description of Notes Change of Control.

	Public Offering Price(1)	Underwriting Discount	Proceeds before Expenses
Per Fixed Rate Note	%	%	%
Total	\$	\$	\$
Per Floating Rate Note	%	%	%
Total	\$	\$	\$
Combined Total for Fixed Rate Notes and Floating Rate Notes	\$	\$	\$

(1) Plus accrued interest, if any, from , 2017.

Investing in our Securities involves risks. Before buying our Securities, you should refer to the risk factors included in our most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q, which are incorporated by reference herein, our other periodic reports and other information that we file with the Securities and Exchange Commission (the SEC) from time to time. See Risk Factors on page S-7 of this prospectus supplement and on page 6 of the accompanying prospectus.

Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The Notes will be ready for delivery in book-entry form only through The Depository Trust Company on or about , 2017.

Joint Bookrunners

Credit Suisse

Goldman, Sachs & Co.

J.P. Morgan

The date of this prospectus supplement is , 2017.

Table of Contents

TABLE OF CONTENTS
PROSPECTUS SUPPLEMENT

<u>About DuPont</u>	S-1
<u>Risk Factors</u>	S-7
<u>Ratio of Earnings to Fixed Charges</u>	S-11
<u>Use of Proceeds</u>	S-12
<u>Description of Notes</u>	S-13
<u>Underwriting</u>	S-21
<u>Legal Opinions</u>	S-24
<u>Where You Can Find More Information</u>	S-24
<u>Incorporation of Certain Documents by Reference</u>	S-25
<u>Experts</u>	S-25

PROSPECTUS

<u>About this Prospectus</u>	1
<u>Where You Can Find More Information</u>	1
<u>Incorporation of Certain Documents by Reference</u>	1
<u>Cautionary Statement Regarding Forward-Looking Statements</u>	3
<u>About DuPont</u>	5
<u>Risk Factors</u>	6
<u>Use of Proceeds</u>	6
<u>Ratio of Earnings to Fixed Charges</u>	6
<u>Description of Debt Securities</u>	7
<u>Description of Common Stock</u>	15
<u>United States Federal Taxation</u>	18
<u>Plan of Distribution</u>	22
<u>Legal Opinion</u>	26
<u>Experts</u>	26

You should rely only on the information contained in this prospectus supplement and the accompanying prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus supplement and the accompanying prospectus. We are offering to sell Notes and making offers to buy Notes only in jurisdictions in which offers and sales of the Notes are permitted. The information contained in this prospectus supplement and the accompanying prospectus is accurate only as of the date of this prospectus supplement, regardless of the time of delivery of this prospectus supplement and the accompanying prospectus or any sale of the Notes. In this prospectus supplement and the accompanying prospectus, the Company, DuPont, we, us and our refer to E. Pont de Nemours and Company.

If we use a capitalized term in this prospectus supplement and do not define the term, it is defined in the accompanying prospectus.

The Notes are offered globally for sale only in those jurisdictions in the United States, Canada, Europe, Asia and in other jurisdictions where it is lawful to make such offers. See Underwriting.

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the Notes in

certain jurisdictions may be restricted by law. Persons into whose possession this prospectus supplement and the accompanying prospectus come should inform themselves about and observe any such restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. See Underwriting.

S-i

Table of Contents

FORWARD-LOOKING STATEMENTS

This prospectus supplement, the accompanying prospectus and the information incorporated herein by reference contain forward-looking statements within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended (the Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act). In this context, forward-looking statements often address expected future business and financial performance and financial condition, and often contain words such as expect, anticipate, intend, plan, believe, seek, see, will, would, target, similar expressions and variations or negatives of these words.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain, such as statements about the consummation of the Mergers (as defined below) and the FMC Transactions (as defined below) and the anticipated benefits thereof. These and other forward-looking statements, including the failure to consummate the Mergers or to make or take any filing or other action required to consummate the Mergers in a timely manner or at all, are not guarantees of future results and are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those expressed in any forward-looking statements. Forward-looking statements are not guarantees of future performance and are based on certain assumptions and expectations of future events which may not be realized. Forward-looking statements also involve risks and uncertainties, many of which are beyond our control. Some of the important factors that could cause our actual results to differ materially from those projected in any such forward-looking statements are (i) fluctuations in energy and raw material prices, (ii) our failure to develop and market new products and optimally manage product life cycles, (iii) our ability to respond to market acceptance, rules, regulations and policies affecting products based on biotechnology and, in general, products for the agriculture industry, (iv) the outcome of significant litigation and environmental matters, including the realization of associated indemnification assets, if any, (v) our failure to appropriately manage process safety and product stewardship issues, (vi) changes in laws and regulations or political conditions, (vii) global economic and capital markets conditions, such as inflation, interest and currency exchange rates, (viii) business or supply disruptions, (ix) security threats, such as acts of sabotage, terrorism or war, natural disasters and weather events and patterns which could affect demand as well as availability of products for the agriculture industry, (x) our ability to protect and enforce our intellectual property rights, (xi) our successful integration of acquired businesses and separation of underperforming or non-strategic assets or businesses, and (xii) risks related to the Mergers.

Risks related to the Mergers, the Intended Business Separations (as defined below) and the FMC Transactions and the anticipated benefits thereof include, but are not limited to, (i) the completion of the Mergers and the FMC Transactions on anticipated terms and timing, including obtaining regulatory approvals, anticipated tax treatment, unforeseen liabilities, future capital expenditures, revenues, expenses, earnings, synergies, economic performance, indebtedness, financial condition, losses, future prospects, business and management strategies for the management, expansion and growth of the new combined company or the Acquired H&N Business (as defined below) and other conditions to the completion of the Mergers and the FMC Transactions, (ii) the possibility that the Mergers and the FMC Transactions may not close, including because the various approvals, authorizations and declarations of non-objections from certain regulatory and governmental authorities with respect to either the Mergers or the FMC Transactions may not be obtained, on a timely basis or otherwise, including that these regulatory or governmental authorities may not approve of FMC Corporation (FMC) as an acceptable purchaser of the Divested Ag Business (as defined below) in connection with the FMC Transactions or may impose conditions on the granting of the various approvals, authorizations and declarations of non-objections, including requiring our, Dow's and FMC's respective businesses (including the Acquired H&N Business in our case, and the Divested Ag Business in the case of FMC) to divest certain assets if necessary to obtain certain regulatory approvals or otherwise limiting the ability of the combined company to integrate parts of our and Dow's businesses and/or the Acquired H&N Business, (iii) a number of conditions which could delay, prevent or otherwise adversely affect the Intended Business Separations, including possible issues or delays in obtaining required regulatory approvals or clearances, disruptions in the financial markets

or other potential barriers, (iv) our ability to integrate the Acquired H&N Business successfully and to achieve anticipated synergies, (v) potential litigation or regulatory actions relating to the Mergers or the FMC

S-ii

Table of Contents

Transactions that could be instituted against us or our directors, (vi) the risk that disruptions from the Mergers or the FMC Transactions will harm our business, including current plans and operations, (vii) our ability to retain and hire key personnel, (viii) potential adverse reactions or changes to business relationships resulting from the announcement or completion of the Mergers or the FMC Transactions, (ix) uncertainty as to the long-term value of the combined company's common stock, (x) continued availability of capital and financing and rating agency actions, (xi) legislative, regulatory and economic developments, (xii) potential business uncertainty, including changes to existing business relationships, during the pendency of the Mergers or the FMC Transactions that could affect our financial performance, (xiii) certain restrictions during the pendency of the Mergers or the FMC Transactions that may impact our ability to pursue certain business opportunities or strategic transactions and (xiv) unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism or outbreak of war or hostilities, as well as management's response to any of the aforementioned factors. These risks, as well as other risks associated with the Mergers, the Intended Business Separations and the FMC Transactions are more fully discussed in our most recently filed Form 10-K, 10-Q and 8-K reports and the joint proxy statement/prospectus included in the Registration Statement on Form S-4 filed by DowDuPont Inc. (DowDuPont) with the SEC in connection with the Mergers. See Risk Factors.

Unlisted factors may present significant additional obstacles to the realization of results expressed in forward-looking statements. Consequences of material differences in results as compared with those anticipated in forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on our consolidated financial condition, results of operations, credit rating or liquidity. We assume no obligation to publicly provide revisions or updates to any forward-looking statements, whether as a result of new information, future developments or otherwise, should circumstances change, except as otherwise required by securities and other applicable laws.

Table of Contents

ABOUT DUPONT

We were founded in 1802 and incorporated in Delaware in 1915. We have been in continuous operation for over 200 years. Our principal offices are at 974 Centre Road in Wilmington, Delaware.

We help customers find solutions to capitalize on areas of growing global demand enabling more, safer, nutritious food; creating high-performance, cost-effective and energy efficient materials for a wide range of industries; and increasingly delivering renewably sourced bio-based materials and fuels.

Our seven businesses are aggregated into six reportable segments based on similar economic characteristics, the nature of the products and production processes, end-use markets, channels of distribution and regulatory environment. Our reportable segments are Agriculture, Electronics & Communications, Industrial Biosciences, Nutrition & Health, Performance Materials and Protection Solutions. We include certain businesses not included in our reportable segments, such as pre-commercial programs, nonaligned businesses and pharmaceuticals, in our Other segment.

Recent Developments

DuPont Dow Merger of Equals

On December 11, 2015, we and The Dow Chemical Company (Dow) announced that we had entered into an Agreement and Plan of Merger (the Merger Agreement) under which we and Dow will combine in an all-stock merger of equals, and as a result of which all of our and Dow s common stock will become held by a new holding company, subject to satisfaction of customary closing conditions, including receipt of regulatory approvals.

Subject to the terms and conditions of the Merger Agreement, (i) Diamond Merger Sub, Inc. (Dow Merger Sub), a Delaware corporation that was formed on December 9, 2015, as a wholly owned subsidiary of DowDuPont, a company jointly owned by us and Dow, will be merged with and into Dow, with Dow surviving as a subsidiary of DowDuPont, and (ii) Orion Merger Sub, Inc. (DuPont Merger Sub), a Delaware corporation that was formed on December 9, 2015 as a wholly owned subsidiary of DowDuPont, will be merged with and into us, with us surviving as a subsidiary of DowDuPont ((i) and (ii), together, the Mergers). We expect to close the Mergers in August 2017, subject to satisfaction of customary closing conditions, including receipt of regulatory approvals.

Table of Contents

The organization of Dow, DuPont and DowDuPont before and after the Mergers is illustrated below:

Prior to the Mergers

The Mergers

S-2

Table of Contents

After the Mergers

All of our debt securities that are outstanding as of the closing of the Mergers, including the Notes, will remain our outstanding obligations, and any debt securities to be issued by us after the closing of the Mergers are expected to be our obligations. We do not expect that DowDuPont, Dow or any of our or their respective subsidiaries, whether now existing or hereinafter formed, will guarantee any of our existing or future debt obligations, including the Notes. We expect to continue to comply with our duty to file reports under Section 13(a) or Section 15(d) of the Exchange Act, as applicable and to the extent required.

Intended Business Realignment

We expect that, following the consummation of the Mergers and subject to the approval of DowDuPont's Board of Directors, DowDuPont will organize and operate the combined company's agricultural business, specialty products business and material science business (the AgCo Business, Specialty Business and Materials Business, respectively) as distinct businesses of DowDuPont.

We expect that the AgCo Business will consist of the businesses that comprise our agriculture business and the businesses that comprise Dow's agricultural sciences business. We expect that the AgCo Business, when separated, will have credit metrics and a credit profile generally consistent with our credit metrics and credit profile as of December 11, 2015. We expect the headquarters of the AgCo Business to be in Wilmington, Delaware.

We expect that the Specialty Business will consist of the businesses that comprise our electronics and communications, nutrition and health, industrial biosciences (including, without limitation, our cellulosic biofuel facility in Nevada, Iowa) and safety and protection business and the businesses that comprise the electronic materials portion of Dow's consumer solutions business and the electronics portion of the silicones business of the Dow Corning Corporation. We expect that the Specialty Business, when separated, will have an investment grade credit rating. We expect the headquarters of the Specialty Business to be in Wilmington, Delaware.

We expect that the Materials Business will consist of the businesses that comprise our performance materials businesses and the businesses that comprise Dow's performance plastics, performance materials and chemicals, infrastructure solutions business, the Consumer Care and Dow Automotive Systems portions of Dow's consumer solutions business and the businesses of the Dow Corning Corporation (other than the electronics portion of its silicones business). We expect that the Materials Business, when separated, will have credit metrics and a credit profile generally consistent with those of Dow as of December 11, 2015. We expect the headquarters of the Materials Business to be in Midland, Michigan.

Table of Contents

We expect that an allocation of liabilities to each of the AgCo Business, Specialty Business and Materials Business will be made consistent with the credit metrics and credit profiles above and that liabilities for discontinued and divested businesses and operations of Dow will be allocated to the Materials Business while liabilities for our discontinued and divested businesses and operations will be allocated to the AgCo Business and Specialty Business, all in accordance with the bylaws to be adopted by DowDuPont prior to the effective time of the Mergers, which remain subject to change, but which will be in substantially the form attached as Annex G to the Registration Statement on Form S-4 filed with the SEC by DowDuPont in connection with the Mergers.

None of our existing six reportable segments will be representative of the AgCo Business, Specialty Business or Materials Business.

This alignment of the businesses under the AgCo Business, Specialty Business or Materials Business (the Intended Business Realignment), which is subject to the approval of DowDuPont's Board of Directors, is expected to require that assets and liabilities related to each of the AgCo Business, Specialty Business and Materials Business be consolidated under a subsidiary of DowDuPont dedicated to that particular business. Following and as a result of the Intended Business Realignment, we expect that we will operate the AgCo Business and that Dow will operate the Materials Business, and that our management will manage and either one of our subsidiaries or, alternatively, a new sister subsidiary of DowDuPont will operate the Specialty Business. Accordingly, we expect to receive from other DowDuPont subsidiaries certain assets and liabilities related to the AgCo Business and we expect to transfer to other DowDuPont subsidiaries certain of our assets and liabilities related to the Materials Business, and we may acquire from other DowDuPont subsidiaries certain assets and liabilities related to the Specialty Business or we may transfer to other DowDuPont subsidiaries certain assets and liabilities related to the Specialty Business. The indenture governing the Notes will not restrict transfers of assets and liabilities in connection with the Intended Business Realignment, and neither the Mergers nor such transfers will constitute a Change of Control (as defined under Description of Notes Change of Control) or the transfer of all or substantially all of our and our subsidiaries' properties or assets taken as a whole for purposes of the merger covenant in the indenture governing the Notes. See Description of Notes Change of Control and Description of Notes Consolidation or Merger.

Intended Business Separations

We further expect that, following the consummation of the Mergers and subject to the approval of DowDuPont's Board of Directors and any required regulatory approvals, DowDuPont will separate the AgCo Business, Specialty Business and Materials Business through a series of tax-efficient transactions (collectively, the Intended Business Separations), resulting in three pure play independently-traded public companies (AgCo, SpecialtyCo and Material respectively). We currently expect that the first Intended Business Separation shall be the Intended Business Separation of the Materials Business, assuming such sequencing would allow for the completion of the further Intended Business Separation of the AgCo Business or the Intended Business Separation of the Specialty Business within approximately 18 months after the consummation of the Mergers and would not adversely impact the value of the Intended Business Separations of DowDuPont's shareholders.

The consummation of the Mergers is not conditioned on the determination to proceed with the Intended Business Separations, and any determination to proceed with any or all of the Intended Business Separations will only be made after consummation of the Mergers. DowDuPont's Board of Directors may, at any time prior to the consummation of any of the Intended Business Separations, determine to abandon any or all such proposed transactions.

Special Mandatory Redemption

No later than three Business Days (as defined under Description of Notes General) after the earliest of (i) the day that DowDuPont publicly announces the Business Separation Record Date (as defined under

S-4

Table of Contents

Description of Notes Special Mandatory Redemption) in connection with the Intended Business Separation of AgCo, (ii) the day that DowDuPont publicly announces that it has entered into an agreement to transfer, convey or otherwise dispose of, in one or a series of related transactions, all or substantially all of the AgCo Business to any Person or Group (each as defined under Description of Notes Change of Control) other than DowDuPont or one of its direct or indirect subsidiaries (such transfer, conveyance or other disposition the AgCo Business Sale), (iii) the day that DowDuPont publicly announces the Business Separation Record Date in connection with the Intended Business Separation of SpecialtyCo and (iv) the day that DowDuPont publicly announces that it has entered into an agreement to transfer, convey or otherwise dispose of, in one or a series of related transactions, all or substantially all of the Specialty Business to any Person or Group other than DowDuPont or one of its direct or indirect subsidiaries (such transfer, conveyance or other disposition the Specialty Business Sale), we will be required to mail a notice of redemption to holders of the Notes setting forth the date of redemption of all of the Notes (the Special Mandatory Redemption Date), which shall be no less than five Business Days before the effective date for such Intended Business Separation or the consummation of such transfer, conveyance or other disposition. Any such notice of redemption may, in our discretion, be subject to the satisfaction of one or more conditions precedent relating to the Intended Business Separation of AgCo, the AgCo Business Sale, the Intended Business Separation of SpecialtyCo or the Specialty Business Sale.

On the Special Mandatory Redemption Date, we will be required to redeem all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to but excluding the Special Mandatory Redemption Date. If funds sufficient to pay the redemption price of all Notes to be redeemed on the Special Mandatory Redemption Date are deposited with the paying agent on or before the Special Mandatory Redemption Date, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date. See Description of Notes Special Mandatory Redemption.

The Intended Business Separation or other transfer, conveyance or disposition of the Materials Business will not require us to redeem the Notes.

FMC Transactions

On March 31, 2017, pursuant to commitments given to the European Commission in connection with its conditional approval of the Mergers, we and FMC entered into a definitive Transaction Agreement (the Transaction Agreement). On the terms and subject to the conditions set forth in the Transaction Agreement, FMC will acquire a portion of our crop protection business (the Divested Ag Business) and we will acquire substantially all of FMC's Health and Nutrition business (the Acquired H&N Business) (collectively, the FMC Transactions).

The Transaction Agreement provides that we and FMC are required to, and shall cause our respective subsidiaries to, take all actions necessary to obtain governmental, regulatory and third party approvals related to the FMC Transactions, subject to limited exceptions, including that we are not required to take certain specified actions to obtain regulatory approval with respect to the acquisition of the Acquired H&N Business that would reasonably be likely to result in the one-year loss of revenues to us, Dow, DowDuPont or any of our or their subsidiaries or the Acquired H&N Business in excess of \$350 million in the aggregate (based on fiscal year 2016 annual revenues).

The completion of the FMC Transactions is subject to the satisfaction or waiver of certain conditions, including the closing of the Mergers prior to or substantially concurrently with the closing of the FMC Transactions, approval of FMC as the buyer of the Divested Ag Business by certain governmental entities and certain other customary closing conditions. We expect to close the FMC Transactions in the fourth quarter of 2017.

Table of Contents

Amendment to the Merger Agreement

On March 31, 2017, we entered into an amendment to the Merger Agreement. Among other things, the amendment amended the form of bylaws for DowDuPont to reflect the intention that the first Intended Business Separation shall be the Intended Business Separation of the Materials Business, assuming such sequencing would allow for the completion of the further Intended Business Separation of the AgCo Business or the Intended Business Separation of the Specialty Business within approximately 18 months after the consummation of the Mergers and would not adversely impact the value of the Intended Business Separations to DowDuPont's shareholders.

S-6

Table of Contents

RISK FACTORS

Before you invest in our Notes, in addition to the other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus, you should carefully consider the risk factors under the heading Risk Factors contained in Part I, Item 1A in our Annual Report on Form 10-K for the year ended December 31, 2016 and Part II, Item 1A in our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017, which are incorporated herein by reference. In addition, you should carefully consider the risk factors set forth below, which supplement such risk factors. These risk factors may be amended, supplemented or superseded from time to time by risk factors contained in other reports that we file with the SEC pursuant to the Exchange Act, which will be subsequently incorporated by reference herein, by a free writing prospectus to this prospectus supplement or by a post-effective amendment to the registration statement of which this prospectus forms a part. In addition, new risks may emerge at any time and we cannot predict such risks or estimate the extent to which they may affect our financial performance. See Risk Factors, Incorporation of Certain Documents By Reference and Cautionary Statement Regarding Forward-Looking Statements in the accompanying prospectus.

We may transfer valuable assets to, or assume the liabilities of, other DowDuPont subsidiaries that do not guarantee the Notes.

In the event DowDuPont's Board of Directors determines to proceed with the Intended Business Realignment following the consummation of the Mergers, we will likely acquire from other DowDuPont subsidiaries certain assets and liabilities related to the AgCo Business and we will likely transfer to other DowDuPont subsidiaries certain of our assets and liabilities related to the Materials Business. We also may acquire from other DowDuPont subsidiaries certain assets and liabilities related to the Specialty Business, or we may transfer to other DowDuPont subsidiaries certain assets and liabilities related to the Specialty Business. The assets and liabilities we acquire from other DowDuPont subsidiaries may be significantly different from and such assets may have a lower carrying or realizable value and/or generate less revenue, cash flow or income than the assets we transfer to other DowDuPont subsidiaries.

The indenture governing the Notes will not restrict transfers of assets and liabilities in connection with the Intended Business Realignment or, subject to our obligation to redeem the Notes in certain instances in connection with the Intended Business Separation of the AgCo Business or the Intended Business Separation of the Specialty Business, the Intended Business Separations, and none of the Mergers, such transfers or the Intended Business Separations will constitute a Change of Control or the transfer of all or substantially all of our and our subsidiaries' properties or assets taken as a whole for purposes of the merger covenant in the indenture governing the Notes. See Description of Notes Change of Control and Description of Notes Consolidation or Merger. The change of control and merger covenant provisions of our other debt securities do not contain these exclusions. In addition, the Intended Business Separation or other transfer, conveyance or disposition of the Materials Business will not require us to redeem the Notes and the Intended Business Realignment (including any movements of assets and liabilities related to the Specialty Business to a sister subsidiary of us and Dow) will not require us to redeem the Notes. The Notes will remain our obligations following the Mergers, the Intended Business Realignment and the Intended Business Separation of the Materials Business, and payments in respect of the Notes will be made only from our assets, which may have a lower carrying or realizable value following the Intended Business Realignment. In addition, as a result of the Intended Business Realignment, the trading prices of the Notes may not reflect the financial results of our business. We do not expect that DowDuPont, Dow or any of our or their respective subsidiaries, whether now existing or hereinafter formed, will guarantee the Notes.

We, Dow and DowDuPont may sell or otherwise dispose of valuable assets or businesses.

Prior to the consummation of the Mergers, we may be required to divest certain of our assets or businesses to third parties. Dow may also be required to divest certain assets or businesses that we would have otherwise

S-7

Table of Contents

acquired as a result of the Intended Business Realignment. Additionally, following the consummation of the Mergers, DowDuPont may decide to sell or otherwise dispose of certain of its assets or businesses (including our assets or businesses), even where not required by regulatory or governmental authorities. Payments in respect of the Notes will be made only from our assets, which may change as a result of any such divestments, sales and dispositions.

In the event of a special mandatory redemption, holders of the Notes may not obtain their expected return on the Notes.

We expect that, following the consummation of the Mergers and the Intended Business Realignment, DowDuPont will consummate the Intended Business Separations of the AgCo Business, Specialty Business and Materials Business. Prior to the consummation of the earliest of the Intended Business Separation of the AgCo Business, the Intended Business Separation of the Specialty Business, the AgCo Business Sale and the Specialty Business Sale, we will be required to redeem all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to but excluding the date of redemption. See Description of Notes Special Mandatory Redemption.

There are many determinations with respect to the Intended Business Realignment and the Intended Business Separations that, by their nature, cannot be determined until the completion of the Mergers, including definitive determinations with regard to the capital structure of the various businesses and allocation of liabilities among them. As such, there are many factors that could, prior to the determination by DowDuPont's Board of Directors to proceed with the Intended Business Separations, impact the structure or timing of, or the determination to ultimately proceed with, the Intended Business Separations, including, among others, global economic conditions, instability in credit markets, declining consumer and business confidence, fluctuating commodity prices and interest rates, volatile exchange rates, tax considerations, and other challenges that could affect the global economy, specific market conditions in one or more of the industries of the businesses proposed to be separated, and changes in the regulatory or legal environment. Additionally, the consummation of such transactions is a complex, costly and time consuming process, and DowDuPont's Board of Directors may, at any time prior to the consummation of any of the Intended Business Separations, determine to abandon any or all such proposed transactions.

We therefore cannot be sure whether or when we may redeem the Notes pursuant to the special mandatory redemption provision described herein. Depending on whether or when we redeem the Notes pursuant to the special mandatory redemption described herein, holders of the Notes may not obtain their expected return on the Notes and may not be able to reinvest the proceeds from any such redemption in an investment that results in a comparable return. In addition, as a result of the special mandatory redemption provision, the trading prices of the Notes may not reflect the financial results of our business.

The Notes are unsecured.

The Notes are unsecured. Holders of any secured indebtedness will have claims that are prior to the claims of holders of the Notes, to the extent of the value of the assets securing such secured indebtedness, in the event of any bankruptcy, liquidation or similar proceeding involving us.

The Notes are not guaranteed.

None of DowDuPont, Dow or any of our or Dow's subsidiaries has guaranteed or otherwise become obligated with respect to, or has any obligation to pay or to provide us with funds to pay, the Notes, including our special mandatory redemption obligations with respect to the Notes. Accordingly, our right to receive assets from any such entity upon its bankruptcy, liquidation or reorganization, and the right of holders of the Notes to participate in those assets, is

structurally subordinated to claims of such entity's creditors, including trade creditors. The indenture governing the Notes does not restrict the amount of debt that DowDuPont, Dow or any of our or Dow's subsidiaries may incur.

S-8

Table of Contents

An active trading market for the Notes may not develop.

Each series of Notes is a new issue of securities with no established trading market. We have not applied and do not intend to apply for listing of the Notes on any securities exchange or for quotation of the Notes on any automated dealer quotation system. The Underwriters (as defined below) have advised us that they intend to make a market in the Notes. They are not obligated, however, to do so and may discontinue their market making at any time without notice. No assurance can be given as to the liquidity of the trading market for either series of the Notes. If an active trading market for a series of the Notes does not develop, is not maintained or is not liquid, the market price of such Notes may be adversely affected.

No assurance can be given as to the market price for the Notes.

If holders of the Notes are able to resell their Notes, the price they receive will depend on many factors that may vary over time, including:

our credit ratings;

the number of potential buyers of the Notes;

the level of liquidity of the Notes;

our financial performance;

the amount of total indebtedness we have outstanding;

the level, direction and volatility of market interest rates and credit spreads generally;

the market for similar securities;

the repayment and redemption features of the Notes;

the status of the Intended Business Realignment;

the then-announced timing of any Intended Business Separation; and

the time remaining until the Notes mature.

As a result of these and other factors, holders of the Notes may be able to sell their Notes only at a price below that which they believe to be appropriate, including a price below the price paid for them.

Our ability to repurchase Notes upon a change of control may be limited.

Upon the occurrence of a Change of Control Triggering Event (as defined below) in respect of a particular series of Notes, each holder of Notes of such series will have the right to require us to repurchase such holder's Notes of such series, unless we have exercised our right to redeem the Fixed Rate Notes as described under Description of Notes Optional Redemption or have issued a notice of redemption in respect of the Notes as described under Description of Notes Special Mandatory Redemption. If a Change of Control Triggering Event were to occur and we did not have sufficient funds to pay the Change of Control Payment (as defined below under Description of Notes Change of Control) in respect of all Notes or portions of Notes properly tendered, that failure would constitute an event of default under the indenture governing the Notes. A change of control may also require us to make an offer to purchase certain of our other indebtedness and may give rise to an event of default under our revolving credit facility, repurchase facility, term loan facility and/or other future indebtedness. We may not have sufficient funds to purchase all of the affected indebtedness and repay the amounts owed under such facilities.

We may be unable to redeem the Notes in the event of a special mandatory redemption.

Prior to the consummation of the earliest of the Intended Business Separation of the AgCo Business, the Intended Business Separation of the Specialty Business, the AgCo Business Sale and the Specialty Business Sale,

Table of Contents

we will be required to redeem all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to but excluding the date of redemption. See Description of Notes Special Mandatory Redemption. We are not obligated to place the proceeds of the offering of the Notes in escrow or to provide a security interest in such proceeds, and there are no other restrictions on our use of such proceeds. Accordingly, we will need to fund any special mandatory redemption using proceeds that we have voluntarily retained or from other sources of liquidity. In the event of a special mandatory redemption, we may not have sufficient funds to purchase all of the Notes.

Holders of the Notes and holders of our other debt securities may have different rights.

The Notes contain provisions requiring us to redeem all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to but excluding the date of redemption prior to the consummation of the earliest of the Intended Business Separation of the AgCo Business, the Intended Business Separation of the Specialty Business, the AgCo Business Sale and the Specialty Business Sale. See Description of Notes Special Mandatory Redemption. Our other debt securities do not contain any provision requiring us to redeem such debt securities in such circumstances. Additionally, the Notes contain change of control provisions that exclude actions taken in connection with the Mergers, the Intended Business Realignment, the Intended Business Separations, the AgCo Business Sale or the Specialty Business Sale, and the Notes also contain merger provisions that exclude actions taken in connection with the Intended Business Realignment, the Intended Business Separations, the AgCo Business Sale or the Specialty Business Sale. See Description of Notes Change of Control and Description of Notes Consolidation or Merger. Our other debt securities contain similar change of control and merger provisions, but such provisions do not exclude actions taken in connection with the Mergers, the Intended Business Realignment, the Intended Business Separations, the AgCo Business Sale or the Specialty Business Sale.

Table of Contents**RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth our historical ratio of earnings to fixed charges for the periods indicated:

	Three Months Ended		Year Ended December 31,			
	March 31, 2017	2016	2015	2014	2013	2012
Ratio of Earnings to Fixed Charges	15.0x	7.9x	6.2x	9.2x	5.5x	3.1x

For purposes of calculating the ratio of earnings to fixed charges: (i) earnings consists of income from continuing operations before income taxes, adjustment for companies accounted for by the equity method and amortization of capitalized interest less capitalized interest, and (ii) fixed charges consists of interest and debt expense, capitalized interest and rental expense representative of interest factor. The ratio is based solely on historical financial information.

Table of Contents

USE OF PROCEEDS

We intend to use the net proceeds from the sale of the Notes, which are expected to be approximately \$ million after payment of expenses related to the offering, for discretionary contributions to our United States defined benefit pension plan.

S-12

Table of Contents**DESCRIPTION OF NOTES**

The following description of the particular terms of the % Notes due 2020 (the Fixed Rate Notes) and the Floating Rate Notes due 2020 (the Floating Rate Notes) offered hereby (referred to in the prospectus as the Debt Securities) supplements the description of the general terms and provisions of the Debt Securities included in the accompanying prospectus. The Fixed Rate Notes and the Floating Rate Notes are collectively referred to in this prospectus supplement as the Notes. The following summary of the Notes is qualified in its entirety by reference in the accompanying prospectus to the description of the Indenture dated as of June 1, 1992 (the Indenture), between the Company and Deutsche Bank Trust Company Americas, formerly known as Bankers Trust Company, as trustee (the Trustee). Each of the Fixed Rate Notes and Floating Rate Notes constitutes a separate series of notes under the Indenture.

General

The Fixed Rate Notes will mature at par on , 2020, unless we redeem or repurchase the Fixed Rate Notes prior to that date, as described below under Optional Redemption, Special Mandatory Redemption or Change of Control. The Floating Rate Notes will mature at par on , 2020, unless we redeem or repurchase the Floating Rate Notes prior to that date, as described below under Special Mandatory Redemption or Change of Control. The Notes will constitute part of the senior debt of the Company and will rank *pari passu* with all other unsecured and unsubordinated indebtedness of the Company. The Notes will be issued in fully registered form only, in denominations of \$2,000 and additional multiples of \$1,000. Principal of and interest on the Notes will be payable, and the transfer of Notes will be registrable, through The Depository Trust Company, New York, New York (DTC), as described below.

The Company may, without the consent of the holders of any series of Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes of such series. Any additional notes having such similar terms, together with the Notes of such series, will constitute a single series of notes under the Indenture. In the event that additional notes of any series are not fungible with such series of Notes for U.S. federal income tax purposes, such additional notes will be issued with a separate CUSIP or other applicable identifying number so that they are distinguishable from such series of Notes. No additional notes of such series may be issued if an Event of Default has occurred and is continuing with respect to the Notes of such series.

As used in this prospectus supplement, Business Day means any day, other than a Saturday or Sunday, that is not a day on which banking institutions are authorized or required by law or regulation to close in the City of New York, and London Business Day means any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

Fixed Rate Notes

The Fixed Rate Notes will bear interest from , 2017 at the rate of % per annum. Interest on the Fixed Rate Notes will be payable semiannually on and of each year, commencing on , 2017, to the person in whose name such Fixed Rate Note is registered at the close of business on the 14th calendar day immediately preceding such interest payment date (whether or not a Business Day).

Interest payable at the maturity of the Fixed Rate Notes will be payable to registered holders of the Fixed Rate Notes to whom principal is payable. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

If any interest payment date falls on a day that is not a Business Day, the interest payment will be postponed to the next day that is a Business Day, and no interest on such payment will accrue for the period from and after such interest payment date. If the maturity date of the Fixed Rate Notes falls on a day that is not a Business Day, the payment of interest and principal may be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the maturity date.

S-13

Table of Contents

Interest payments for the Fixed Rate Notes will include accrued interest from and including the date of issue or from and including the last date in respect of which interest has been paid, as the case may be, to but excluding the interest payment date or the date of maturity, as the case may be.

Floating Rate Notes

The Floating Rate Notes will bear interest for each interest period at a rate determined by the calculation agent, which will initially be Deutsche Bank Trust Company Americas. So long as any of the Floating Rate Notes remain outstanding, there will at all times be a calculation agent. If Deutsche Bank Trust Company Americas is unable or unwilling to continue to act as the calculation agent or if it fails to calculate properly the interest rate on the Floating Rate Notes for any interest period, we will appoint another leading commercial or investment bank engaged in the London interbank market to act as calculation agent in its place. The calculation agent may not resign its duties without a successor having been appointed.

The interest rate on the Floating Rate Notes for a particular interest period will be a per annum rate equal to three-month USD LIBOR, as determined on the relevant interest determination date, plus $\quad\quad\quad\%$. The interest determination date for an interest period will be the second London Business Day preceding the first day of such interest period. Promptly upon determination, the calculation agent will inform the Trustee and us of the interest rate for the next interest period. Absent manifest error, the determination of the interest rate by the calculation agent shall be binding and conclusive on the holders of the Floating Rate Notes, the Trustee and us.

Interest on the Floating Rate Notes will be payable quarterly in arrears on $\quad\quad\quad$, $\quad\quad\quad$, and $\quad\quad\quad$ of each year, beginning $\quad\quad\quad$, 2017, to the person in whose name such Floating Rate Note is registered at the close of business on the 14th calendar day immediately preceding such interest payment date (whether or not a Business Day). Interest on the Floating Rate Notes will accrue from and including $\quad\quad\quad$, 2017, to but excluding the first interest payment date and then from and including the immediately preceding interest payment date to which interest has been paid or duly provided for to but excluding the next interest payment date or maturity date, as the case may be. We refer to each of these periods as an interest period. The amount of accrued interest that we will pay for any interest period can be calculated by multiplying the face amount of the Floating Rate Notes then outstanding by an accrued interest factor. This accrued interest factor is computed by adding the interest factor calculated for each day from $\quad\quad\quad$, 2017, or from the last date we paid interest to the holders of the Floating Rate Notes, to the date for which accrued interest is being calculated. The interest factor for each day is computed by dividing the interest rate applicable to that day by 360. If an interest payment date for the Floating Rate Notes falls on a day that is not a Business Day, the interest payment date shall be postponed to the next succeeding Business Day unless such next succeeding Business Day would be in the following month, in which case, the interest payment date shall be the immediately preceding Business Day.

On any interest determination date, LIBOR will be equal to the offered rate for deposits in U.S. dollars having an index maturity of three months, in amounts of at least \$1,000,000, as such rate appears on Bloomberg L.P. $\quad\quad\quad$ page $\quad\quad\quad$ BBAM at approximately 11:00 a.m., London time, on such interest determination date. If on an interest determination date, such rate does not appear on the Bloomberg L.P. $\quad\quad\quad$ page $\quad\quad\quad$ BBAM as of 11:00 a.m., London time, or if the Bloomberg L.P. $\quad\quad\quad$ page $\quad\quad\quad$ BBAM is not available on such date, the calculation agent will obtain such rate from the Reuters page $\quad\quad\quad$ LIBOR01. If no offered rate appears on the Bloomberg L.P. $\quad\quad\quad$ page $\quad\quad\quad$ BBAM or the Reuters page $\quad\quad\quad$ LIBOR01 on an interest determination date at approximately 11:00 a.m., London time, then the calculation agent (after consultation with us) will select four major banks in the London interbank market and shall request each of their principal London offices to provide a quotation of the rate at which three-month deposits in U.S. dollars in amounts of at least \$1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, LIBOR will be the arithmetic

average of the quotations provided. Otherwise, the calculation agent (after consultation with us) will select three major banks in New York City and shall request each of them to provide a quotation of the rate offered by them at approximately 11:00 a.m., New York City time, on the interest determination date for loans in U.S. dollars to leading European banks having an index

S-14

Table of Contents

maturity of three months for the applicable interest period in an amount of at least \$1,000,000 that is representative of single transactions at that time. If three quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the rate of LIBOR for the next interest period will be set equal to the rate of LIBOR for the then current interest period.

Upon request from any holder of Floating Rate Notes, the calculation agent will provide the interest rate in effect for the Floating Rate Notes for the current interest period and, if it has been determined, the interest rate to be in effect for the next interest period.

All percentages resulting from any calculation of the interest rate on the Floating Rate Notes will be rounded to the nearest one millionth of a percentage point with five ten millionths of a percentage point rounded upwards (e.g., 9.8765445% (or .098765445) would be rounded to 9.876545% (or .09876545)), and all dollar amounts used in or resulting from such calculation on the Floating Rate Notes will be rounded to the nearest cent (with one-half cent being rounded upwards).

The interest rate on the Floating Rate Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

Optional Redemption

The Fixed Rate Notes will be redeemable as a whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to the greater of (i) 100% of the principal amount of the Fixed Rate Notes to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the redemption date to the maturity date (exclusive of any accrued interest) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus basis points, plus, in each case, any interest accrued but not paid to the date of redemption.

The Floating Rate Notes will not be redeemable at the option of the Company prior to maturity.

Treasury Rate means, with respect to any redemption date for the Fixed Rate Notes, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Fixed Rate Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Fixed Rate Notes.

Independent Investment Banker means one of the Reference Treasury Dealers appointed by the Trustee after consultation with the Company.

Comparable Treasury Price means, with respect to any redemption date for the Fixed Rate Notes, (i) the average of four Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

Reference Treasury Dealer means each of Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co. and J.P. Morgan Securities LLC or their respective affiliates, and one other primary U.S. Government securities dealer in New York City appointed by the Trustee in consultation with the Company (each, a Primary Treasury Dealer); provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer.

S-15

Table of Contents

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding that redemption date.

Any such redemption and notice of such redemption may, in our discretion, be subject to the satisfaction of one or more conditions precedent. Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Fixed Rate Notes or portions thereof called for redemption.

Special Mandatory Redemption

In connection with the Intended Business Separation of AgCo and the Intended Business Separation of SpecialtyCo, DowDuPont will publicly announce the date (each, a Business Separation Record Date) for determining the holders of DowDuPont common stock that will be entitled to receive shares of AgCo or SpecialtyCo, respectively, and the date (each, a Business Separation Effective Date) on which the respective Intended Business Separation will be consummated.

No later than three Business Days after the earliest of (i) the day that DowDuPont publicly announces the Business Separation Record Date in connection with the Intended Business Separation of AgCo, (ii) the day that DowDuPont publicly announces that it has entered into an agreement to transfer, convey or otherwise dispose of, in one or a series of related transactions, all or substantially all of the AgCo Business to any Person or Group other than DowDuPont or one of its direct or indirect subsidiaries, (iii) the day that DowDuPont publicly announces the Business Separation Record Date in connection with the Intended Business Separation of SpecialtyCo and (iv) the day that DowDuPont publicly announces that it has entered into an agreement to transfer, convey or otherwise dispose of, in one or a series of related transactions, all or substantially all of the Specialty Business to any Person or Group other than DowDuPont or one of its direct or indirect subsidiaries, we will be required to mail a notice of redemption to holders of the Notes, with a copy to the Trustee, setting forth the date of redemption of all of the Notes (the Special Mandatory Redemption Date), which shall be no less than five Business Days before the Business Separation Effective Date for such Intended Business Separation or the effective date for the consummation of such transfer, conveyance or other disposition. Any such notice of redemption may, in our discretion, be subject to the satisfaction of one or more conditions precedent relating to the Intended Business Separation of AgCo, the AgCo Business Sale, the Intended Business Separation of SpecialtyCo or the Specialty Business Sale.

On the Special Mandatory Redemption Date, we will be required to redeem all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to but excluding the Special Mandatory Redemption Date (the Special Mandatory Redemption Price). If funds sufficient to pay the Special Mandatory Redemption Price of all Notes to be redeemed on the Special Mandatory Redemption Date are deposited with the Paying Agent (as defined under Change of Control) on or before the Special Mandatory Redemption Date, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

The Intended Business Separation or other transfer, conveyance or disposition of the Materials Business will not require us to redeem the Notes.

Change of Control

If a Change of Control Triggering Event occurs, unless we have exercised our right to redeem the Fixed Rate Notes as described above under Optional Redemption or have issued a notice of redemption in respect of the Notes as described above under Special Mandatory Redemption, holders of Notes will have the right to require us to repurchase

all or any part (equal to \$2,000 and additional multiples of \$1,000) of their Notes

S-16

Table of Contents

pursuant to the offer described below (the *Change of Control Offer*) on the terms set forth in the Notes. In the Change of Control Offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the *Change of Control Payment*). Within 30 days following any Change of Control Triggering Event, we will be required to mail a notice to holders of Notes describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the *Change of Control Payment Date*), pursuant to the procedures required by the Notes and described in such notice. We must comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 and additional multiples of \$1,000. We will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us, and such third party purchases all Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase of Notes at the option of holders, the following definitions are applicable:

Below Investment Grade Rating Event means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agency or Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the

Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

Change of Control means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation and other than in connection with the Intended Business Realignment, the Intended Business Separations, the AgCo Business Sale or the Specialty Business Sale), in one or a series of related transactions, of all or substantially all of the properties or assets of the

S-17

Table of Contents

Company and its subsidiaries taken as a whole to any Person or group of related persons for purposes of Section 13(d) of the Exchange Act (a "Group") other than the Company or one of its subsidiaries; (2) the approval by the holders of the Company's voting stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture, but other than in connection with the Intended Business Realignment, the Intended Business Separations, the AgCo Business Sale or the Specialty Business Sale); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group (other than DowDuPont or any successor holding company or their respective subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding voting interests in our capital stock; or (4) the first day on which a majority of the members of our Board of Directors are not Continuing Directors.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all of our and our subsidiaries' properties or assets taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require us to repurchase such holder's Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our and our subsidiaries' assets taken as a whole to another Person or Group may be uncertain.

Change of Control Triggering Event means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

Continuing Directors means, as of any date of determination, any member of our Board of Directors who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

Fitch means Fitch Ratings.

Investment Grade Rating means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's, BBB- (or the equivalent) by S&P and an equivalent rating of any replacement agency, respectively.

Moody's means Moody's Investors Service, Inc.

Paying Agent shall mean the Trustee or any other Person authorized by the Company to pay the principal of or interest on the Notes on behalf of the Company.

Person has the meaning set forth in the Indenture and includes a "person" as used in Section 13(d)(3) of the Exchange Act.

Rating Agencies means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of our control, a credit rating agency registered as a nationally recognized statistical rating organization with the SEC, selected by us (as certified by a resolution of our Board of Directors) as a replacement agency for Fitch, Moody's or S&P.