
Your DuPont Benefit Resources

DuPont Savings and Investment Plan

July 2003

As of July 2003, participating employers in the DuPont Savings and Investment Plan include:

- E. I. du Pont de Nemours and Company
- DuPont Dow Elastomers L.L.C.
- Optimum Quality Grains, L.L.C.
- DuPont Textiles & Interiors, Inc.
- DuPont Photonics Technologies, L.L.C.
- DuPont Protective Apparel Marketing Company

All references to “the Company” in this document pertain to the specific company that employs you.



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DETAILS OF THE PLAN

Introduction

The DuPont Savings and Investment Plan (SIP) is designed to help you save for your long-term financial needs.

If you decide to join and save a percentage of your pay, DuPont will add to your savings with contributions of its own. It's a way for you to save systematically. What's more, it's a Plan with a tradition since 1955 of helping DuPont employees.

Here are the highlights:

- Generally, you can save up to 100% of your pay on a before-tax basis or an after-tax basis, subject to annual, legal limits on maximum allowable savings amounts.
- DuPont matches 50 cents of every dollar you save up to 6% of your monthly pay.
- Although savings over 6% of pay are not matched by DuPont, you can still enjoy the tax advantages and the investment opportunities available.
- Your before-tax savings, the Company's matching contributions and the earnings in your account accumulate on a tax-deferred basis while they are in the Plan. Taxes are deferred until you receive the money.
- You can direct contributions into any available investment option.
- You may borrow from your accounts.
- Administration and record-keeping services for the Plan are provided by Merrill, Lynch, Pierce, Fenner and Smith. You can contact Merrill Lynch's DuPont Participant Service Representatives at 1-877-337-5267. Note that all calls will be recorded for your protection. In addition, significant information about your SIP account, including the ability to process certain transactions via the web, is available at Merrill Lynch's Benefits OnLineSM website (<http://www.benefits.ml.com>).

The SIP Statement of Account report that you receive from Merrill Lynch each quarter shows your SIP account balance plus other information about the status of your account.

This booklet constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

Details are in the following pages.

When You Are Eligible

You're eligible to enroll in the Plan as of the first day of the calendar month following your date of hire.

How to Enroll

Once you're eligible, you may enroll in the Plan at any time.

Early in the month following your date of hire, Merrill Lynch will mail enrollment information directly to your home. Enrollment is over the phone with no form to complete. To enroll or ask questions, you can contact Merrill Lynch at 1-877-337-5267.

How Much You Can Save

Generally, you can save up to 100% (in whole percentages) of your monthly pay, on a before-tax or after-tax basis, within certain limits as explained below. The percentage you elect will be applied to your total eligible pay, but contributions will be withheld only to the extent money is left after other deductions, such as taxes, contributions to BeneFlex and other employer plans, loan repayments and union dues.

Monthly pay (figured at the beginning of each month) is based on your normal annual earnings: that is, your regular rate of pay including regularly scheduled overtime, but without considering occasional or temporary variations from normal working hours, awards under VC, GVC or other incentive or special compensation plans, payments for relocation, or allowances in connection with termination of employment.

Contributions by highly compensated employees are limited to lower amounts designed to satisfy IRS limits. You can find out the limit effective each month by checking the HR webpage at <http://www1.lvs.dupont.com/hr> or by calling Merrill Lynch. The IRS limits your before-tax savings to \$12,000 for 2003. The limit has been adjusted each year for inflation. At the beginning of each year, the adjusted limit for that year is published in *PlainTalk*.

In addition, the IRS limits the after-tax, before-tax and total amounts that certain higher-paid employees may contribute to the SIP; see section “Fairness Test and Savings Limits” in the “Administrative Information” section for further explanation.

Because of these legal limits, there may be instances in any given processing month whereby the full expected employee contribution cannot be taken and deposited in either the employee’s Before-Tax or After-Tax account. For those instances, the Plan will deposit employee contribution dollars into the designated account up to the legal limit. Any monthly residual contribution dollars not deposited will be subject to two return “Reduction” options based on an employee indicator.

The two return “Reduction” options are:

1. **Convert to other Account**—the record keeper will attempt to accept and deposit the residual employee contribution dollars to the alternate account (i.e., assume you the employee are requesting an employee contribution to be made to the Before-Tax Account). The full deduction cannot be taken to this account because the annual Before-Tax Account maximum contribution legal limit has been reached. The record keeper will attempt to accept and deposit those employee contribution dollars not taken in the After-Tax Account provided no other legal or Plan limits have been exceeded. If this condition cannot be met, the residual contribution dollars are returned to you the employee in your next available paycheck.
2. **Return by check**—the record keeper will return those residual contribution dollars not deposited directly back to your next available employee paycheck.

The Employee indicator is set at enrollment by the employee or can be changed by the employee at any time after enrollment by calling Merrill Lynch or can be changed on the Merrill Lynch Benefits OnLineSM website.

Catch-up Contributions

Under the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), participants 50 years or older can now defer additional pre-tax dollars into their 401(k) accounts. These additional amounts are called catch-up contributions. The government introduced catch-up contributions as a way for eligible participants to increase their retirement savings beyond IRS and Plan limits.

Who is eligible to make catch-up contributions?

You are eligible to make catch-up contributions if:

- You are age 50 or older (or are projected to reach age 50 by the end of the calendar year), *and*
- You reach either:
 - The calendar year legal limit or the Plan limit (for highly compensated employees) on the amount you contribute to your Before-Tax Account
 - The calendar year legal limit on the amount you and DuPont contribute in total to your SIP account (currently the limit is \$40,000)

How will catch-up contributions be treated within the Plan?

- Catch-up contributions are not eligible for Company matching contributions under the Plan.
- Catch-up contributions will follow the investment direction you have chosen for your Before-Tax Account.
- Catch-up contributions are eligible for loans and hardship withdrawals, as are other Before-Tax contributions you make to the Plan.

How do I make a catch-up contribution?

You can make a catch-up contribution by simply increasing your overall before-tax savings rate. To be eligible to make a catch-up contribution, you must also contribute up to the maximum IRS pre-tax savings limit for that calendar year or, if you're highly compensated, up to the Plan limit for the Plan Year for highly compensated employees.

Before-Tax and Regular Savings

You may make your savings as either Before-Tax Savings or After-Tax Savings, or split your savings between the two. After-Tax Savings are held in your Regular Account.

In both the Before-Tax Account and the Regular Account, investment earnings on your savings grow tax-free until you withdraw the money from the Plan. However, there are major differences between saving in one account versus the other, regarding:

- the way your savings are taxed both when they're deposited and when they're withdrawn, and
- your access to the money in your accounts while you're still employed.

It's important to take these differences into consideration when you're deciding whether to save on a before-tax or after-tax basis.

In general*, you can save a combined total of 100% of your monthly pay in both accounts.

*Subject to legally required testing limitations and the \$40,000 annual cap.

IMPORTANT NOTE: Never select a higher savings rate or combination of rates than you can afford to have deducted from your paycheck.

The Before-Tax Account

The money you save in the Before-Tax Account is deducted from your paycheck *before* federal and many state income taxes are figured. The amount you save in before-tax dollars reduces your taxable income, so you owe less tax now.

The taxes you save are not canceled, they're just deferred. The tax on your before-tax savings is due when the money is distributed or withdrawn. Depending on when and how you receive the money, you may be eligible for special tax treatment, or you may owe a 10% additional income tax on the amount withdrawn (see section "Tax Treatment of Withdrawals and Distribution").

An important point to keep in mind is that, in return for allowing you to defer paying taxes now, the IRS limits your right to withdraw the money in your Before-Tax Account while you're still working, as explained in section "Withdrawals."

After-Tax Contributions in the Regular Account

Money you save as After-Tax Contributions in the Regular Account goes into the Plan *after* federal and state taxes have been deducted. Since taxes on this money have already been paid, you may withdraw your savings from this account while you're working.

The way a withdrawal of after-tax contributions from your savings in your Regular Account will be taxed depends on whether the money was contributed to your account before or after January 1, 1987. For more information, see "Tax Treatment of Withdrawals and Distribution."

A comparison of before-tax and after-tax savings

Here's an example showing how before-tax and after-tax savings might compare for someone saving 6% of pay:

	Before-Tax Account	Regular Account
Pay	\$25,000	\$25,000
Before-tax savings (6%)	-1,500	—
Taxable pay	\$23,500	\$25,000
Federal income tax*	-1,095	-1,268
Subtotal	\$22,405	\$23,732
After-tax savings (6%)	—	-1,500
Spendable pay	\$22,405	\$22,232

*Estimated based on 2003 federal income tax rates, married, two exemptions. Social Security, state and local taxes are not included here.

What DuPont Contributes

For every dollar that you contribute each month—up to 6% of your pay—DuPont will contribute 50 cents. Your savings over 6% of your pay are not matched by DuPont.

The money DuPont contributes to match your contributions is deposited as matching contributions in the Regular Account regardless of where your savings are deposited.

Here is an example of how your savings and the Company’s contributions can work together to increase your savings opportunity in the Plan.

Let’s assume that your monthly pay is \$2,000 and that you elect to save 6% of your pay, or \$120 a month:

Your savings (6% of \$2,000)	\$120
Company matching contributions (50% of \$120)	+60
<hr/> Your total monthly savings	<hr/> \$180

INVESTMENTS

Your Investment Choices

The SIP has several investment options. They’re described briefly below and in Appendix A attached to this SPD:

DuPont Stock Fund helps you become a DuPont stockholder. The trustee of the DuPont Stock Fund buys and sells shares of DuPont common stock on the open market.

Your DuPont Stock Fund is not a unitized fund but is expressed in terms of whole and fractional shares of DuPont common stock. The value of your account in the DuPont Stock Fund is based on the composite market price of the stock on the valuation date, times the number of shares, including any fractional share.

Dividends earned by shares in this fund are used to buy additional stock for you. You can vote the shares you have in the DuPont Stock Fund just like any other DuPont stockholder. Except in a tender offer, if you don’t give voting instructions to the trustee, the Company will hire an independent party to vote your shares (in the past, the Company has hired Wilmington Trust Company). In a tender offer, however, if you don’t return the tender materials, you will be considered to have elected not to tender.

Your DuPont Stock Fund stock is held by the trustee while in your account. You may elect, at any time, to transfer the value of your shares to another investment option or to purchase DuPont stock with the value of units transferred from another option. You may also elect to withdraw (if eligible) your shares held in the Plan either in cash or in kind (subject to the vesting and/or penalty provisions of the Plan). A withdrawal of stock may result in taxable income in the year delivered.

When delivered, DuPont Stock Fund stock is registered in your name only. While it’s in the trust, the stock will be registered in the name of the trustee (Merrill Lynch), but you will own it. Once delivered, dividends on those shares are paid directly to you.

The Plan's DuPont Stock Fund is considered an Employee Stock Ownership Plan, commonly referred to as an ESOP. Because the DuPont Stock Fund is an ESOP, you now have the flexibility to decide whether you want your DuPont Stock dividends reinvested in your Plan account or paid out to you as cash. If you elect to receive the dividend as cash, it is taxable to you, but there are no early withdrawal penalties. You have the ability on an ongoing basis to make decisions about how your stock dividends will be handled when dividends are declared and payable. If your wish is to have your DuPont Stock dividend paid to you as cash for a calendar quarter, you must contact Merrill Lynch at 1-877-337-5267 or make your election via the web on the Benefits OnLineSM website. You may make or change your election during the first two months of each quarter, effective for dividends payable for that quarter. Your election stays in effect until you change it. If you wish to have your dividend reinvested in the plan, no action is required and your dividend will automatically be reinvested in DuPont Stock.

ConocoPhillips Stock Fund. This Fund was established to accommodate the merger and subsequent sale of Conoco Inc. The trustee holds stock while in your account. You may elect, at any time, to transfer the value of your shares to another fund. No new shares can be added to the account. The trustee of the ConocoPhillips Stock Fund only sells shares of ConocoPhillips stock on the open market. Dividends earned by shares in this fund are invested according to your current investment direction for that account and **are not reinvested** in ConocoPhillips stock.

Your ConocoPhillips Stock Fund is not a unitized fund but is expressed in terms of whole and fractional shares of common stock. The value of your account in the ConocoPhillips Stock Fund is based on the composite market price of the stock on the valuation date, times the number of shares, including any fractional share.

You can vote the shares you have in the ConocoPhillips Stock Fund just like any other ConocoPhillips stockholder. If you don't give voting instructions to the Trustee, you will be considered to have made an election not to vote your shares.

You may also elect to withdraw (if eligible) your shares held in the Plan either in cash or in kind. A withdrawal of stock may result in taxable income in the year delivered.

When delivered, ConocoPhillips stock is registered in your name only. While it's in the trust, the stock will be registered in the name of the trustee (Merrill Lynch), but you will own it. Once delivered, dividends on those shares are paid directly to you.

Stable Value Fund seeks to provide a steady rate of return on your savings with a high degree of safety of principal. Investments are made in contracts negotiated periodically with financial institutions including insurance companies and banks. A large portion of these contracts are backed by fixed income securities providing further diversification and security. The investment contracts provide for the return of principal in full, plus the payment of interest at a rate specified for a period of time. A portion of the Stable Value Fund (current savings plus proceeds paid from maturing contracts less any loans, transfers and withdrawals) is regularly invested throughout the year in new investment contracts at then-current interest rates. This produces a weighted average, or blended, interest rate that varies daily depending on the flow of monies into and out of the fund. It also smoothes the peak-and-valley effect of changing interest rates

on the fund's return. When interest rates fall, the Stable Value Fund's return will slowly decline; when interest rates rise, the return gradually increases. Over time, interest earned on the Stable Value Fund is expected to exceed the earnings on savings accounts, certificates of deposit and money market funds.

For record-keeping purposes, money in the Stable Value Fund is recorded both in dollar amounts and "units." In simplified terms, the value of one unit equals the total value of the fund divided by the total number of shares (or "units") held by the persons investing in that fund.

The Stable Value Fund is valued as of each business day.

Mutual Funds and Collective Investment Trust are funds, each having a different investment objective and risk versus potential gain profile. The investment objective for each of the funds is summarized in Appendix A. Participants will have no ownership interests in any particular securities in these funds and may not request an in-kind distribution of any such securities.

Each of the mutual and collective funds offered through SIP is valued daily. If you like to keep close track of your account, you can call Merrill Lynch to hear account value information daily or view your account via the web on the Benefits OnLineSM website.

Asset Allocation Funds. Investors who are uncomfortable making asset allocation decisions may find these options attractive because the responsibility of making the allocation decision has been predetermined.

The key to using these portfolios is to determine your level of tolerance for investment risk.

Once you have done that, you simply choose the portfolio that best meets your needs. For record-keeping purposes, money in the Asset Allocation Portfolios is recorded both in dollar amounts and "units." In simplified terms, the value of one unit equals the total value of the fund divided by the total number of shares (or "units") held by the persons investing in that fund. The Asset Allocation Portfolios are valued as of each business day.

Plan Expenses

All sales and exchange fees normally associated with any of the mutual funds and collective trusts offered through the Plan are waived for SIP participants. However, you do pay the fees for all of the investment options offered in the Plan, including investment management fees, commissions for buying and selling DuPont and ConocoPhillips stock, dividend reinvestment fees and rebalancing fees for the asset allocation funds.

Any rebates of record-keeping costs or other discounts associated with investment options offered in the Plan will be used first to reduce the administrative expenses of the Plan. If additional amounts remain after the administrative expenses have been paid, those amounts will be allocated equally among all account holders with positive account balances.

SIP may also charge your account for certain administrative fees, such as processing a Qualified Domestic Relations Order or loan.

Investing Your Account

You may direct investment of your Plan account, in multiples of 1%, among the investment options described in the previous section.

You make separate elections for the Before-Tax and Regular Accounts. Your Regular Account includes your own After-Tax Savings and Company Matching Contributions. You could put 100% of your savings in one investment option or distribute your savings among all options. For example, you could choose to distribute your savings in the following way:

	Regular Account	Before-Tax Account
Stable Value Fund	30	10
DuPont Stock Fund	30	40
Fidelity Magellan	40	5
Franklin Small Cap Growth		5
Basic Value		10
Capital		10
Equity Index Trust		10
Templeton Foreign I		10
	100%	100%

Note: The example above is for illustration only and is not intended as a suggested investment direction.

Alternatively, you may elect to invest your contributions in one or more of the four asset allocation choices described in Appendix A.

***Important Note about Investment Directions:* Decisions about where to invest your SIP assets are extremely important. Before deciding to invest, you should read carefully about each option. Additional information about any of the mutual funds, collective trust, stable value fund and the asset allocation choices may be obtained from the prospectus or brochure for each fund (available from Merrill Lynch at 1-877-337-5267) or the Benefits OnLineSM website. Additional information about the DuPont Stock Fund may be obtained by reading the DuPont Annual Report (copies are available by calling 1-302-774-1000).**

How Your Account Can Grow

While no one can predict future investment returns, here is an example of how much your savings might be worth in the years ahead under one set of assumptions.

Let's assume you earn \$20,000, and that you elect to contribute 6% of your pay each year, or \$1,200, and do not make any withdrawals. DuPont matches 50% of the first 6% you save, or \$600, each year.

We'll also assume that through your investment elections your account grows at the rate of 8% compounded annually. The following table shows what your annual savings of \$1,800 (\$1,200 + \$600 = \$1,800) could be worth in the future.

As you can see in the example that follows, your own savings of \$12,000 over 10 years could grow to \$26,000 with the Company’s contributions and interest. And, after 20 years, your own savings of \$24,000 could grow to \$82,000—\$58,000 more than you personally saved.

Of course, this is just an example using certain assumptions. The figures in the example have been rounded to whole dollar amounts. Also, remember that this example does not include deductions for taxes you would owe when you receive distribution of the value of your account. If investment results averaged less than the assumed 8% compounded growth rate, the total account value would be less than shown here. While investment growth is the objective of each fund, the value of your assets in any investment option may increase or decrease depending on market conditions.

	Years of Participation	
	10 Years	20 Years
Your contributions	\$12,000	\$24,000
Company contributions	+6,000	+12,000
Total amount invested	\$18,000	\$36,000
8% compounded annual investment growth	+8,000	+46,000
Total account value	\$26,000	\$82,000

Note: Keep in mind that your pay will probably increase during your DuPont career, although this example does not include any increases.

Changing Your Investment Choices and Savings Rate

DuPont recognizes that your financial and personal situations may change. SIP has built-in flexibility that allows you to change the way it can work for you in the future.

At any time, you may change how you want your *future* savings invested. This is called an **investment direction change**. However, this change will be effective for new contributions in the month following the month in which you request the change.

You may also change the rate of your savings at any time, within the limits of the Plan; or you may stop saving temporarily without dropping out of the Plan. When you suspend your savings, the Company also suspends its contributions. However, the money already in your account continues to work for you.

Savings rate changes will also become effective in the month following the month in which you request them.

If you do decide to stop saving, it must be for at least one month.

Transfers Among Funds in Your Regular or Before-Tax Account

You may sell assets in one fund and simultaneously purchase assets in another. This reinvestment of your current assets is called a **fund transfer**.

You may make fund transfers on any business day.* However, you may not buy *and* sell the same asset on the same business day. Transfers involving the *sale* of DuPont stock will take three business days to complete. Transfers involving the *purchase* of DuPont stock will take two business days to complete.

You may specify either a percentage (1% increments) or a number of shares/units to be sold or bought for the assets involved in the transfer.

Keep in mind that some funds reserve the right to limit the number or timing of trades for what they consider excessive trading.

Section 404(c) of ERISA

The SIP is intended to comply with section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”). This means that the Plan permits participants to direct the investment of their SIP accounts, and, as long as the Plan satisfies the requirements of section 404(c), the parties that otherwise would be responsible for investment decisions are protected from liability if any losses occur as a result of participants’ directions. To comply with section 404(c), the Plan must permit you to choose from among a broad range of investment options and must provide certain information about the Plan and the investment options.

In addition to the information in this booklet, you may request the following information:

- a description of the annual operating expenses of any of the investment options that reduce the rate of return;
- copies of any prospectuses, financial statements, and any other materials provided to the Plan in connection with the investment options;
- a list of the identity and value of assets in the portfolio of each investment option that is not a mutual fund, including, for any fixed rate insurance contracts issued by a bank or insurance company, the name of the insurer and the term and rate of the contract;
- information on the value of shares or units in each investment option, the past and present performance of the option, and the value of shares held in your account.

DuPont is the named fiduciary responsible for making sure this information is provided. To request any of this information, call Merrill Lynch at 1-877-337-5267.

*A business day ends at 3 p.m. (Eastern Time). If trouble with the telephone lines prevents your call from going through to Merrill Lynch, your transaction will be completed, at whatever prices are current, as soon as practical after your call is received by Merrill Lynch.

If Merrill Lynch is unable to complete the execution of a trade due to circumstances beyond its control, such as when the Stock Exchange suspends trading, transactions will be completed as soon as practical after trading resumes. These transactions will be combined with the day’s executed trades to calculate the average price for the day.

If Merrill Lynch is unable to send trading instructions to the Stock Exchange through some fault of its own, transactions will be completed as soon as practical after Merrill Lynch is again able to send trading instructions. These transactions will be valued at the average of the high and low on the NYSE and transactions will be combined with the day’s executed trades to calculate the average price for the day.

You will have the right to exercise any voting or tender decisions with respect to mutual fund shares and DuPont stock held in your account. If there is a voting decision with respect to any mutual fund, you will receive a proxy from Merrill Lynch or directly from the mutual fund sponsor, along with instructions on how to vote.

For DuPont or the ConocoPhillips stock funds, you will receive a proxy card from Merrill Lynch and you will be asked to return your proxy directly to Merrill Lynch. No one at DuPont will be able to find out how you vote your shares. DuPont is the fiduciary responsible for ensuring that these confidentiality procedures are followed. Except for a tender offer, if you do not return a proxy exercising your DuPont shares, DuPont will hire Wilmington Trust (or another independent fiduciary) to decide how to vote your DuPont shares. Wilmington Trust (or the other independent fiduciary) will be the fiduciary responsible for making voting decisions for shares of DuPont stock for which participant voting instructions are not exercised. Any shares of Conoco stock not voted will be considered as if the participant has made an election not to vote. For a tender offer, you are the fiduciary for your shares and if you do not return a tender election, your nonresponse will be considered an election of the default option.

LOANS

SIP loans provide an alternative to loans from other sources or withdrawals from the Plan. Like any loan, a SIP loan must be repaid with interest within a specified time. But your loan repayment and the interest go into your account.

Who is eligible

If you are an employee, you may borrow from your SIP accounts if you have a *borrowable account balance* of \$1,000 or more.

Your borrowable account balance is one-half of the amount (up to \$50,000) that you would be eligible to receive if you terminated your Plan participation.

For how long

The term of a SIP loan may range from one to five years for any reason, and up to 10 years if it's to buy or build your primary residence. (Check with a Merrill Lynch Participant Service Representative in advance for specific requirements.)

How much you may borrow

You may borrow from \$1,000 to a maximum of \$50,000, depending on your borrowable account balance, your highest outstanding SIP loan balance during the previous 12 months and the size of your account.

Merrill Lynch can tell you how much you can borrow from your accounts and what the monthly payments would be for various amounts and durations.

How many loans you may have

At any time, you may have no more than five loans outstanding, each with its own repayment term. However, the total amount you borrow cannot exceed the limits discussed above.

Interest and repayment

The interest rate charged for new SIP loans is determined each month, based on the rate being charged by five selected banks across the nation for secured personal loans. The loan rate will be the average of these banks' rates. The interest rate you are charged at the time you initiate your loan remains in effect for the length of your loan; it doesn't fluctuate during the term of the loan. At the beginning of each month, Merrill Lynch will be able to tell you the current interest rate being charged for loans made that month.

Generally, loans are paid off through monthly payroll deductions or, if you terminate employment, through automatic deductions from your pensions check or bank account. Monthly payments depend on the size and length of the loan and interest rate charged.

You may repay your total outstanding loan balance, in full, in advance, at any time with no penalty. Partial payments, other than normal monthly payments, are not permitted.

How the loan feature works

When you take out a loan, the amount you borrow is transferred from either or both of your Accounts to the Loan Fund. As principal and interest are repaid, those amounts are transferred back to your accounts. Loans are not taxable to you, if repaid on schedule.

How to borrow from your SIP accounts

Here's how to borrow:

- **Verify how much you can borrow.** A Merrill Lynch Participant Service Representative (or the Voice Response System or the Benefits OnLineSM website) can tell you how much money you have available to borrow and can help you "model" different loans to determine what will work best for you.
- **Request a loan from a Participant Service Representative or via Benefits OnLineSM.** Indicate how much you want to borrow and for how long. You will also need to specify the order in which your SIP investments should be sold to fund your loan (called a **fund liquidation sequence**).
- **Wait for your check/loan documents.** The check for your loan proceeds will be mailed to you by Merrill Lynch within four business days. Attached to the check will be information about your monthly payments, total finance charges and other information required by truth-in-lending laws. *You must sign the back of your loan check—do not just mark it "For Deposit Only"—or you will be considered to have taken a withdrawal from your account, rather than a loan, with all the tax and/or penalty consequences involved in a withdrawal (see section "Tax Treatment of Withdrawals and Distribution").* Should your loan request be turned down by the Plan Administrator for any reason, you'll receive a written explanation.

Repaying your loan

Merrill Lynch will notify DuPont to begin taking deductions from your paycheck to repay your loan, and will also notify DuPont when your loan payments are scheduled to stop. You may repay the entire outstanding balance of your loan at any time without penalty. (Your loan payoff amount can be obtained by calling Merrill Lynch.) In addition, you may be eligible to have your loan reclassified as a withdrawal, but remember that this will have tax consequences.

Failure or inability to repay

Failure to repay a loan (default) will result in the unpaid balance being deemed (reclassified as) a withdrawal. A default or reclassification will occur if your loan payment has not been received within 45 days of your scheduled payment due date. Loans that are deemed withdrawals are subject to the same rules, limitations and tax consequences as other withdrawals from the Plan. Under certain circumstances, failure to repay your SIP loan could result in a suspension of matching Company contributions for at least six months.

WITHDRAWALS

Withdrawals generally

Generally, you should know that:

- You are permitted to make only three withdrawals, not counting hardship withdrawals, in a calendar year.
- You must choose the order in which your investment options are cashed to satisfy your withdrawal.
- Under the Internal Revenue Code, if you're younger than age 59½, withdrawals from your Before-Tax Account while you're still working at DuPont are allowed only for reasons of *financial hardship*, as described below.
- Depending whether you are withdrawing *matched* or *unmatched savings*, you may incur a six-month suspension of Company contributions. (Your first 6% of savings are called **matched savings**. Your savings over 6% are called **unmatched savings**. DuPont's match of up to 6% is called **Company contributions**.)
- You may owe income taxes on all or part of any withdrawal and, if you are less than age 59½, or do not meet certain other conditions, a 10% additional income tax on the taxable portion may be owed.
- If you withdraw all of your vested account balances, you still have an obligation to repay an outstanding loan. If a withdrawal reduces your account balance to zero, but a loan is being paid, savings deductions may be stopped.
- Whole shares of DuPont stock that you request "in kind" will be delivered as a stock certificate while the remainder of your account balances will be converted to cash and delivered by check.
- You may request a direct rollover of all or any part of your withdrawal (except a hardship withdrawal) to another qualified plan that accepts rollovers or to an IRA, subject to the terms and conditions on rollover imposed by that plan or IRA.

If you're thinking about withdrawing money from the Plan, you may want to consider borrowing from your accounts instead. For discussion of loans, see section "Loans."

Withdrawals from Your Before-Tax Account

In return for allowing you to save on a before-tax basis in SIP, the Internal Revenue Code has imposed some limitations on withdrawals from your Before-Tax Account. While you're working, access to your savings in the Before-Tax Account before age 59½ is limited to withdrawals for financial hardship. Certain Plan-imposed penalties may also apply; see "Suspensions and Forfeitures" for more detail. There are two types of withdrawals from your Before-Tax Account:

- **Age 59½ withdrawals**

You may withdraw money from your Before-Tax Account any time after you reach age 59½, even if you are still working for DuPont.

- **Hardship withdrawals**

A hardship is defined by the Internal Revenue Service as an immediate and heavy financial need. If you meet the requirements for a hardship, you may make a withdrawal. In a hardship withdrawal, you cannot withdraw any investment earnings that have accrued on your before-tax contributions after December 31, 1988. Earnings that accrued on your before-tax contributions before January 1, 1989, will continue to be available for hardship withdrawals.

You must establish the existence of an immediate and heavy financial need in one or two ways. You may demonstrate by facts and circumstances the existence of an immediate and heavy financial need created by an emergency or extraordinary circumstance or show that need results from one of the following deemed hardship conditions.

- the purchase of your primary residence,
- tuition and other allowable expenses for the next year of post-high school education for you or a participant, participant spouse, children or dependent,
- to pay unreimbursed medical expenses for you or your IRS dependents, or
- to prevent eviction from your primary residence or foreclosure on the mortgage of your primary residence.

The amount withdrawn can't be more than you need to meet the hardship, and you must demonstrate that the funds sought are not available from other sources and/or agree to a six-month suspension from the Plan and other consequences required by the Internal Revenue Service.

This is only a summary of the rules governing hardship withdrawals. If you are considering a hardship withdrawal, you should contact a Merrill Lynch Participant Service Representative as soon as your need is identified to be sure you understand all the rules and to allow sufficient time for processing of your application.

Withdrawals from Your Regular Account

You may request a withdrawal from your SIP Account by calling a Merrill Lynch Participant Service Representative.

You may request a withdrawal of your unmatched after-tax contributions account at any time.

If all your unmatched after-tax contributions have been withdrawn, you may withdraw your own matched after-tax contributions, nonforfeitable Company contributions and earnings, but see the section titled "Suspensions and Forfeitures" for consequences.

Keep in mind that some or all of a withdrawal may be taxed. For details, see “Tax Treatment of Withdrawals and Distribution.”

You may make a withdrawal during a Plan penalty suspension period. Depending on the type of money withdrawn, a new Plan penalty may be imposed as a result of the new withdrawal.

Suspensions and Forfeitures

Certain types of withdrawals result in a six-month suspension of Company contributions to your account.

You may withdraw from your account with no suspension of Company contributions:

- matched after-tax savings that have been in your Regular Account for more than two years,
- all unmatched after-tax savings in your Regular Account,
- these same savings in your Before-Tax Account after you reach age 59½,
- vested Company contributions that have been in your Regular Account for more than two years, and
- earnings on all contributions.

To determine whether your savings are “matched” or “unmatched,” Company contributions match before-tax savings first. Unmatched savings are your savings that are not matched by Company contributions. Generally, these are savings that:

- are in excess of 6% of your pay, or
- you contributed during a Plan penalty suspension, or
- are unmatched supplemental deposits you made to the Plan.

Company contributions will be suspended for six months if you withdraw:

- Matched after-tax contributions deposited during last two years,
- Matched before-tax contributions deposited during last two years, or
- Company matching contributions deposited during last two years.

Merrill Lynch can tell you the amount of savings you have available for withdrawal with or without penalty.

Buy-Back of Forfeited Company Contributions

If you forfeited Company contributions because you made a withdrawal or terminated Plan participation, you may buy back those Company contributions. To do so you must repay, in a single cash payment, the required amount. The required amount you must pay varies depending on the type of withdrawal.

Buy-back of any forfeited Company contributions must occur prior to termination of your employment with the Company.

Merrill Lynch can provide more detailed information about a buy-back.

You should be aware, however, that if the prior Plan distribution that resulted in forfeiture was considered a lump-sum distribution, a buy-back of forfeited Company contributions could result in adverse tax consequences. Be sure to consult your tax adviser if this situation applies to you.

TAX TREATMENT OF WITHDRAWALS AND DISTRIBUTION

If you withdraw money from the Plan, some or all of your withdrawal may be taxed.

The following withdrawals are 100% taxable, even for hardship:

- Company contributions and their earnings,
- your savings in the Before-Tax Account and their earnings, and
- earnings on Regular Account savings.

Because these amounts are not taxed when they go into your account, they are fully taxed when withdrawn. So, if you withdraw money from your account during active employment, the money will be added to your other income for that year and taxed at your applicable income tax rate.

In addition to ordinary income taxes, a 10% additional income tax will be imposed on the taxable portion of your distribution *unless* at the time of the withdrawal or distribution:

- you terminated employment with DuPont at or after age 55,
- you are under age 55 in the year you terminate, retire with a right to an immediate pension under the DuPont Pension and Retirement Plan, elect periodic payments calculated over single or joint life expectancies, continue to receive those periodic payments for at least five years *and* you attain age 59½,
- the withdrawal is due to your disability or death,
- you are at least age 59½ when you receive the distribution,
- the withdrawal is used to pay unreimbursed medical expenses in excess of 7½% of your adjusted gross income,
- payment is made to an alternate payee under a Qualified Domestic Relations Order, or
- the withdrawal is rolled over to an IRA or another qualified plan within 60 days.

To the extent that any taxable money is sent directly to you (other than certain periodic payments and required distributions after age 70½), DuPont is required to withhold 20% of the taxable amount to meet federal tax requirements before mailing the distribution to you. Hardship withdrawals are not subject to the mandatory withholding requirements.

You can avoid the 20% federal withholding requirement by requesting a direct rollover of all or part of the taxable portion of your withdrawal/distribution to an IRA or to another tax-qualified plan. Merrill Lynch can tell you how to process a direct rollover request.

Special Rules for Withdrawals of After-Tax Contributions

All of your After-Tax contributions made to the Plan *before January 1, 1987*, can be withdrawn during active employment for any reason, with no taxes applied to the withdrawal.

Your after-tax contributions to the Plan after December 31, 1986, can also be withdrawn for any reason, but they are not free from taxes. Once you have withdrawn all pre-1987 after-tax contributions, a portion of each subsequent withdrawal from your Regular Account will include investment earnings, and will be taxable. The amount of your withdrawal that is considered a return of your after-tax savings, and consequently nontaxable, will be determined by using the following formula:

$$\begin{array}{l}
 \text{total remaining* savings in your Regular Account contributed after December 31, 1986} \\
 \text{\textit{divided by}} \\
 \text{total remaining* savings in your Regular Account contributed after December 31, 1986,} \\
 \text{plus their investment earnings} \\
 \text{\textit{multiplied by}} \\
 \text{the total amount of the withdrawal} \\
 \text{\textit{equals}} \\
 \text{nontaxable portion of your withdrawal}
 \end{array}$$

For example:

- If your after-tax savings in your Regular Account contributed after 12/31/86 equal \$3,000
- And your investment earnings since 12/31/86 equal \$1,000
- The total of your after-tax savings contributed after 12/31/86 plus investment earnings equals \$4,000
- And your withdrawal equals \$1,000
- $\frac{3}{4}$ of the withdrawal would not be taxable ($\$3,000 \div \$4,000$);
 $\frac{1}{4}$ of the withdrawal would be taxable
- Nontaxable amount equals \$750
- Taxable amount equals \$250

In other words, in the above example, if you withdraw \$1,000 that you contributed to your Regular Account after December 31, 1986, \$750 would not be taxable; \$250 would be considered by the IRS to be a return of investment earnings and subject to regular income tax, the 20% withholding requirement and possibly the 10% additional tax. (See “Tax Treatment of Withdrawals and Distribution.”)

*Before this withdrawal

Possible Tax Advantages When Receiving a Lump-Sum Distribution

If you receive a lump-sum distribution of all or part of your account, you may be able to defer or reduce your tax liability. Consult your tax adviser for details.

In general, you can use only one of the following tax advantages:

Defer your tax liability (“Rollovers”)

If you take a withdrawal or distribution (other than a hardship withdrawal), you may want to consider *rolling all or part of the taxable amount into an Individual Retirement Account (IRA) or into another employer’s qualified plan*. By doing so, you can continue to delay paying taxes on the money. A rollover must be made within 60 days of receipt of the distribution, or you can request that Merrill Lynch roll the specified portion of your distribution directly into an IRA or qualified plan. If your account would otherwise be subject to the 10% additional tax, this approach would let you avoid paying the additional tax if you leave your money in the IRA or other plan until you are age 59½. However, you will not be able to use five- or 10-year averaging (described below) to calculate taxes on a distribution from an IRA.

Remember that if you elect to receive your funds directly, the withholding requirements discussed in “Tax Treatment of Withdrawals and Distribution” apply.

Reduce your tax liability

If you were age 50 or over as of January 1, 1986, you are “grandfathered” under pre-1987 tax laws. This means that if you receive the entire balance of your accounts in one tax year, you’ll have a choice:

- 10-year averaging under 1986 tax rates, or
- five-year averaging under the rates prevailing in the year you receive your money.

If you meet this requirement, you should contact your tax advisor for advice.

TERMINATION OF EMPLOYMENT

If You Retire

If you retire with a right to an immediate pension under the DuPont Pension Plan, you may elect to have your account paid out to you:

- in a lump sum, or
- in periodic payments.

If you do not request immediate payout, you may elect to defer payout until anytime up to March of the year following the year in which you reach age 70½. Lump-sum distributions are taxable in the year received and may be eligible for special tax treatment. Periodic payments are taxed in the year you receive them, and a portion of each payment may be considered a tax-free return of your own after-tax savings.

If you do elect to defer distribution of your SIP accounts, you may not make any new loans. You may make withdrawals and fund transfers, just as you could as an active employee. If you die, your spouse beneficiary will have most of the distribution choices available to you.

If you have a SIP loan outstanding at the time you retire, you may:

- pay off the loan,
- authorize regular pension check deductions or ACH deductions from your checking account to continue loan payments, or
- request that your loan be deemed a withdrawal.

Some of these options may eliminate any eligibility for favorable tax treatment (e.g., five- or 10-year averaging and long-term capital gains tax treatment) on both the withdrawal amount and the remainder of your SIP account balances unless they are received in the same tax year. Withdrawals may also be subject to the 10% additional income tax. Your tax adviser can give you details.

Electing Periodic Payments

There are four periodic payment options available at retirement or later, which are described below. With any option, you may elect to receive your payments either monthly or annually and you may elect at any time to receive the remainder of your account in a single cash payment.

In addition, once a year (until the year you reach age 71½) you may change either the type of payment you're receiving or the frequency of your payments. You can also elect to stop your payments (this counts as your one allowed change for the year). However, since any change could have tax consequences for you, you should consult your tax adviser before calling Merrill Lynch.

Variable periodic payments

Under this option, you may request that the value of your accounts be paid to you in a fixed number of payments (either monthly or annually).

The maximum number of payments you may elect is based on your age and the age of your beneficiary 10 years younger (or your actual spouse's age, if your spouse is more than 10 years younger), based on actuarial tables at the time you retire. Payments continue until your account value is reduced to zero.

Lifetime periodic payments

Under this option, the value of your accounts is paid out based on your life expectancy or the life expectancies of you and a selected individual, recalculated annually. The period you select may be no longer than life expectancies based on your age and the age of a beneficiary 10 years younger (or your actual spouse's age, if your spouse is more than 10 years younger), based on actuarial tables, as of your retirement. Payments continue until your account value is reduced to zero.

Fixed periodic payments

Under this option, you select a fixed dollar amount that will be paid until your account value is reduced to zero.

Level periodic payments

Under this option, your account value will be amortized over your life expectancy, or a joint life expectancy of you and a beneficiary 10 years younger (or your actual spouse's age, if your spouse is more than 10 years younger) at the time payments begin, using an interest rate that is based on the

expected return for the Stable Value Fund. Your payment amount will not change once it has been calculated, but will remain level until the account has been paid out. Payments continue until your account value is reduced to zero.

If your spouse is your beneficiary, he or she has several payout options depending on your age when you die. Otherwise, your beneficiary has up to 12 months to receive the remainder of the money in your account at your death. Your beneficiary for benefits after you die is the beneficiary you designate on the SIP beneficiary designation form, which may or may not be the same individual you selected for determining periodic payments.

In March of the calendar year following the year you reach age 70½, the law requires that you begin receiving a specified amount from your account. If you are already receiving periodic payments, but the payments you have elected do not meet these legal minimums, your payment amount will automatically be increased.

If you are reemployed as a Full-Service Employee after monthly payments have begun, your periodic payments will stop.

When you again retire, your Plan balance will include any additional amounts contributed to your accounts while you were reemployed. At that time, you may choose any payout option permitted by the Plan.

Termination of Employment Before Retirement

If you leave before you are eligible to retire under the DuPont Pension Plan, you may elect to take a distribution or leave your money in the SIP. To leave your money in the SIP, your vested account balances (including the Loan Fund) must exceed \$5,000, or your termination must be caused by one of the following reasons:

- due to lack of work,
- under the Company's Career Transition Program, or
- due to the sale of a business or facility by the Company.

If you leave your money in the Plan, no further savings, Company contributions or new loans are permitted, but any loans existing at termination may continue, with payments made via direct debit (ACH) from an account that you specify. You will continue to have the advantage of your savings growing on a tax-deferred basis until they are paid out to you. In addition, you may take up to three withdrawals per calendar year and request fund transfers under the same rules as an employee. However, you will be required to take a total distribution of your account no later than April 1 of the calendar year following the year in which you attain age 70½.

In addition, your spouse beneficiary may elect to defer distribution if you die before April 1 of the year following the year in which you reach age 70½.

Vesting

If you worked for DuPont after December 31, 2001, you are always immediately vested in (that is, have a nonforfeitable right to) your own contributions to the Plan, all Company contributions to the Plan and all investment earnings.

If You Are Reemployed

If you terminated Plan participation or left DuPont for any reason after you were eligible to participate in SIP, you will be immediately eligible to participate in SIP again if you are reemployed.

If You Die

If you die before receiving your SIP account balances, your designated beneficiary(ies) will receive the balance in your accounts. Effective for individuals who worked for DuPont after August 22, 1984, Federal law requires that, *if you are married*, your spouse be designated as sole beneficiary of your Plan assets upon your death unless:

- your spouse has consented in writing to your naming another beneficiary (the law requires that the consent be witnessed by a notary public), or
- the consent cannot be obtained because your spouse cannot be located.

Spousal consent is not required if you and your spouse are legally separated or if you have been abandoned (within the meaning of local law) unless a Qualified Domestic Relations Order provides otherwise.

If you terminated employment before August 23, 1983, the rules of the Plan in effect at your termination apply for determining your beneficiary (generally, your estate rather than your spouse is your beneficiary unless you designated someone else).

You may also designate an irrevocable trust as the beneficiary of your SIP assets. However, such a trust will be treated by the Plan as a non-spouse beneficiary, even if your spouse is the sole beneficiary of the trust.

Whether your spouse is your sole beneficiary or one of several beneficiaries, he or she may be able to elect a total payout or periodic payments, or to defer payout until December of the year in which you would have reached age 70½, or December of the year after the year in which you died, whichever is later.

All other beneficiaries (including trusts) have up to 60 months to receive their share, which will be paid in a lump sum.

If you were repaying a loan via deductions from your pension check when you died, any remaining loan balance is automatically deducted from your account balances as of the month of death.

If you have no surviving spouse and no beneficiary has been named, distribution is made to your estate.

Missing Participants

If your Plan assets cannot be paid out because you, your beneficiary or alternate payee cannot be found, such assets will be forfeited. However, these assets will be reinstated, without interest, if a claim is later made by the missing party.

Sale or Outsourcing of Business

If your Plan participation is terminated because of the sale of a business or facility and you accept employment with the buyer, you may be permitted to transfer part or all of your accounts to the buyer's plan, or you may elect to take full distribution of your accounts. You may also elect to defer payout until shortly after age 70½.

The arrangements for handling SIP account balances can differ in these situations. Therefore, it is very important to review carefully all of the information provided to you if you are affected by a sale or outsourcing so that you understand exactly what options are available to you.

How to Apply for Payment of Your Accounts

Merrill Lynch can help you authorize a withdrawal, loan or full distribution of your Plan accounts.

Payment will normally be made within four business days from the day you authorize the transaction. If the value of your account balance was ever greater than \$5,000, you can defer receiving a lump-sum distribution until March of the year following the year in which you reach age 70½. If your account balance was never greater than \$5,000, you cannot delay distribution unless you qualify under one of the provisions listed in "Termination of Employment Before Retirement."

Contacting Merrill Lynch

Merrill Lynch's toll-free telephone number is 1-877-337-5267. Merrill Lynch's Participant Service Representatives are available from 7 a.m. to 8 p.m. (Eastern Time), Monday through Friday.

Dialing this toll-free number will also allow you to access the Voice Response System (VRS), which is available nearly 24 hours a day, seven days a week.

The VRS contains information about SIP in general and about your account in particular. You can also authorize certain transactions on the VRS. However, to access it, you need your Personal Identification Number (PIN), which you received from Merrill Lynch.

If you cannot remember your PIN, contact a Merrill Lynch Participant Service Representative to request a new one.

ADMINISTRATIVE INFORMATION

Plan Name and Identification Number

The formal name of the Plan is the DuPont Savings and Investment Plan. In any formal correspondence about the Plan, you should make reference to the Employer Identification Number assigned by the Internal Revenue Service. The DuPont number is EIN 51-0014090. The official Plan number is 002.

You can get a list of other participating employers in the Plan and their addresses by contacting the Plan Administrator.

Type of Plan and Plan Year

This SIP is a defined contribution profit sharing plan. As such, benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation. Records for the Plan are maintained on a Plan-Year basis, from October 1 through September 30.

Plan Administration and Funding

Legal process may be served on E. I. du Pont de Nemours and Company, 1007 Market Street, Wilmington, DE 19898, 1-302-774-1000, as Plan Administrator. Legal process may be also served on the Plan trustee.

Plan participants and the Company make monthly contributions to the Trust Fund held by the Plan trustee.

Plan assets are held in trust by the Plan trustee. The trustee is:

Merrill Lynch Trust Company, FSB
c/o Retirement Group Services
1400 Merrill Lynch Drive
MSC043N
Pennington, NJ 08534

Benefits are paid directly from the trust by the Plan trustee.

Qualified Domestic Relations Order

Generally, Plan benefits may be paid only to you or possibly your beneficiaries or survivors. However, an exception to this may be made as a result of a *Qualified Domestic Relations Order*.

A Domestic Relations Order provides for court-ordered payment of benefits in connection with a support order, divorce, legal separation or custody case. This means the Plan trustee may be obligated to pay part of your account to someone else—for example, your former spouse, children or other dependents—to comply with such an order.

There are specific legal requirements that a Qualified Domestic Relations Order must meet to be recognized by the Plan Administrator and specific procedures regarding the amount and timing of payments. You can obtain a copy of the Plan's procedures governing Qualified Domestic Relations Orders by contacting the Plan Administrator.

If you are affected by such an order, you will be notified by the Plan Administrator.

Fairness Test and Savings Limits

In return for favorable tax treatment, the IRS requires the SIP, as a tax-qualified plan, to pass certain tests. The tests are designed to ensure a fair mix of participation and contributions among employees at all income levels. Basically these tests limit the amount the higher-paid employees of a company can contribute on an after-tax and before-tax basis, based on how much other employees contribute. If these tests are not met, it may be necessary to reduce the savings rate of certain higher-paid participants.

In addition, before-tax savings cannot exceed \$12,000 per year in 2003 and total annual SIP savings cannot exceed \$40,000. These amounts are subject to indexing requirements prescribed by law. You will be notified when they change.

Under the tax laws, the Plan is required to contain provisions which will take effect if the Plan becomes “top-heavy” sometime in the future. A plan is considered top-heavy only if the present value of the accounts for certain employees defined by the IRS as “key employees” exceeds 60% of all accounts of all employees.

It is very unlikely that this Plan will ever become top-heavy. If it does, certain additional minimum benefits will have to be provided. A more detailed explanation of these provisions will be provided if and when the Plan becomes top-heavy.

Liens

Except for federal tax liens initiated by the IRS, no lien may be created on any of the funds, securities or other property held under the Plan, and any attempt to pledge, encumber or charge any of the funds, securities or other property held under the Plan shall be void.

IRS Approval

The Plan is qualified under Section 401(a) of the Internal Revenue Code. This Plan is subject to the continuing approval of the Internal Revenue Service. If IRS regulations change, Plan provisions may also change.

<p>Note: This is covered in “ERISA Rights” section.</p>
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Plan Documents

This Summary Plan Description is intended to provide you with a reasonably thorough explanation of the DuPont Savings and Investment Plan. Wherever possible, nontechnical language has been used to explain Plan provisions. The official Plan texts are the E. I. du Pont de Nemours and Company Savings and Investment Plan and the Trustee Agreement between the Company and the Plan trustee. These texts are the governing documents in the event questions arise.

ERISA Rights

As a participant in the DuPont Savings and Investment Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA entitles you to:

- examine, at the Plan Administrator’s office and other specified locations, including work sites and union halls if applicable, without charge, all Plan documents governing the Plan. These documents may include insurance contracts, collective bargaining agreements if applicable, and the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- obtain, after sending a written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. You may be asked to pay a fee for the copies.
- receive a written summary of the Plan's annual financial report. The Plan Administrator is required by law to provide each participant with a copy of this summary annual report.
- obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties on the people responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the best interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are several steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive it within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack of decision about the qualified status of a Qualified Domestic Relations Order or medical child support order, you may file suit in federal court. If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, contact the Plan Administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory. You may also contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Using ERISA's Claims Procedures

ERISA requires that the plans it covers include certain procedures for filing claims and for reviewing claims that are denied. The intent is to make sure that all benefit claims are considered fully, clearly, and promptly.

Although the Company's procedures have been providing full and fair consideration of benefit claims for many years, ERISA requires certain formal approaches.

Keep in mind that nothing required by ERISA changes the way DuPont benefits are normally administered. ERISA's claims procedures are available if you feel you aren't getting the benefits you are entitled to through normal channels.

You should file your claim for benefits in writing with DuPont Connection, P.O. Box 1407, Lincolnshire, IL 60069-1407. If your claim doesn't include the right information, you'll be notified in writing, what you need to do to get your claim processed.

E. I. du Pont de Nemours and Company, as Plan Administrator, has full discretion and authority to interpret Plan provisions, resolve any ambiguities and evaluate claims. The Company's decisions are final and binding.

If your request for distribution from your account or other claim is denied, you will be told in writing within 90 days after your claim is received. That reply will include:

- the specific reasons for the denial;
- references to the provisions of the benefit plan or practice involved;
- a description of what, if any, additional information is necessary and why; and
- a copy of these procedures or comparable information about the steps you need to take to resubmit it.

If the reply can't be made within 90 days, you will be given a written notice explaining the reasons why. An extension will not exceed another 90 days.

If your claim is denied, you may request a review by DuPont by writing to DuPont Connection, P.O. Box 0448, Ft. Lee, NJ 07024-0448 within 60 days of the denial.

In your request, list the issues and comments you'd like to have considered. If you prefer, you may have an authorized representative send in the request on your behalf. You or your representative may, at a reasonable time and place, inspect relevant documents which may affect your claim.

Within 60 days after your request for review is received, you will receive a response in writing. In the case of a continued denial, you will be given the specific reasons and the Plan provisions on which the denial is based. If the review can't be made within 60 days, you will be notified in writing. Again, that notification will outline the reasons behind the delay.

Future of the Plan

While the Company intends to continue the benefits and policies described in this booklet, the Company reserves the right to suspend, modify, or terminate this Plan at its discretion at any time.

APPENDIX A SIP PLAN

Investment List (as of July 1, 2003)

Mutual Funds and Collective Trust Funds

AIM Constellation Fund

The Fund seeks aggressive capital growth primarily through shares of small- and medium-sized companies that have demonstrated superior earnings growth.

AIM Premier Equity Fund

The Fund seeks long-term growth of capital by investing primarily in stocks of companies that are undervalued relative to the stock market as a whole due to underperformance, but show tangible evidence of turnaround.

Fidelity Equity-Income Fund

The Fund seeks reasonable income by investing primarily in income-producing equity securities. In pursuing this objective, the Fund will also consider the potential for capital appreciation. The Fund seeks a yield for its shareholders that exceeds the Standard & Poor's 500 Composite Stock Price Index (S&P 500® Index).

Fidelity Fund

The Fund seeks long-term capital growth by investing mainly in equity securities. In selecting some investments, the Fund also pursues current income.

Fidelity Growth and Income Fund

The Fund seeks high total return through a combination of current income and capital appreciation.

Fidelity Low-Priced Stock Fund

The Fund seeks capital appreciation (increase in the value of the Fund's shares).

Fidelity Magellan Fund

The Fund seeks capital appreciation by investing in securities of domestic, foreign and multinational issuers of all sizes that offer potential for growth.

Franklin Balance Sheet Investment Fund

The Fund seeks high total return, of which capital appreciation and income are components.

Franklin Growth Fund

The Fund seeks capital appreciation.

Franklin Small Cap Growth Fund

The Fund seeks long-term capital growth.

Hotchkis & Wiley International Fund

The Fund seeks to provide current income and long-term growth of income, accompanied by growth of capital.

International Stock Index (Merrill Lynch International Index Trust)

The Trust seeks to provide investment results that, before expenses, replicate the total return of the Morgan Stanley Capital International EAFE® (Europe, Australasia and Far East) Index. The index includes equity securities of companies, within various industries, whose primary trading markets are located outside the United States, including Australia, Austria, Belgium, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Malaysia, The Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland and the United Kingdom. The securities in the index are among the large-capitalization companies in these markets.

Janus Enterprise Fund

The Fund is a nondiversified stock fund that seeks long-term growth of capital.

Janus Mercury Fund

The Fund is a diversified stock fund that seeks long-term growth of capital.

Large Company Stock Index (Merrill Lynch Equity Index Trust)

The Trust seeks to approximate the total return of the Standard & Poor's 500 Composite Stock Price Index (S&P 500® Index). This index is a means to measure the performance of a broad base of large U.S. corporations.

Merrill Lynch Basic Value Fund, Inc.

The Fund seeks capital appreciation and, secondarily, income by investing in securities, primarily equities, that Fund management believes are undervalued.

Merrill Lynch Capital Fund, Inc.

The Fund seeks the highest total investment return consistent with prudent risk. Total investment is the aggregate of income and capital value changes.

Merrill Lynch Global Holdings Fund

The Fund seeks the highest total investment return consistent with prudent risk. Total investment return is the aggregate of income and capital value changes.

Merrill Lynch Growth Fund

The Fund seeks growth of capital and, secondarily, income.

MFS Research Fund

The Fund seeks long-term growth of capital and future income.

MFS Total Return Fund

The Fund seeks above-average income (compared to a portfolio entirely invested in equity securities) consistent with the prudent employment of capital. The Fund also seeks reasonable opportunity for growth of capital and income.

Small Company Stock Index (Merrill Lynch Small Cap Index Trust)

The Trust seeks to provide investment results that, before expenses, replicate the total return of the Russell 2000® Index. The Russell 2000 is composed of approximately 2,000 smaller-capitalization common stocks from various industrial sectors.

Templeton Foreign

The Fund seeks long-term capital growth.

Templeton Growth Fund

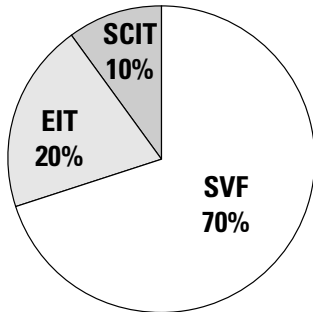
The Fund seeks long-term capital growth.

Asset Allocation Funds

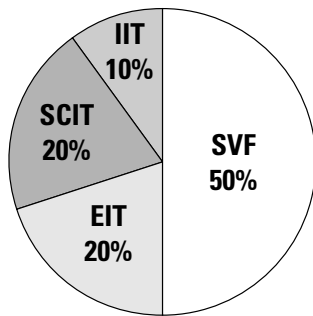
Barclay's Global 3-Way Asset Allocation Fund has the primary objective of providing high total returns (capital appreciation plus income) over the long-term while controlling investment risk through diversification. Unlike funds that invest in just one market segment, such as stocks, 3-Way can invest in three markets all at one time and all within one fund. At any point in time, the fund shifts its asset allocation toward the asset class that provides the most attractive trade-off between risk and return. Specifically, the fund invests in the S&P 500® Index (stocks), long-term treasuries (bonds) and money market instruments. The investment allocations are based on proportions determined by a proprietary computer model.

Asset Allocation Portfolios. SIP has created three asset allocation portfolios using different combinations of the Stable Value Fund and the Index Funds. Each portfolio has its own risk/return characteristics. Merrill Lynch will manage these portfolios and will periodically rebalance the assets to maintain the proper mix. See the next page for details and examples of the Conservative Asset Allocation Portfolio, the Moderate Asset Allocation Portfolio and the the Aggressive Asset Allocation Portfolio.

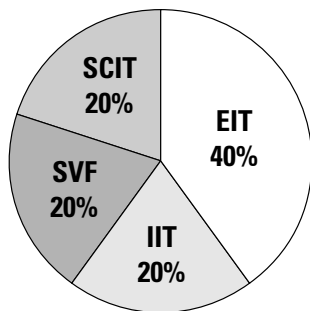
Note: In the following charts, SVF stands for Stable Value Fund; EIT for Merrill Lynch Equity Index Trust; SCIT for Merrill Lynch Small Cap Index Trust; and IIT for Merrill Lynch International Index Trust.



Conservative Asset Allocation Portfolio, with its 70% allocation in the Stable Value Fund, is for those investors who are willing to accept lower returns to lessen risk. It may be viewed as having the lowest investment risk of the three asset allocation options.



Moderate Asset Allocation Portfolio is for those investors who seek higher growth than is likely with the Conservative option and who are willing to accept the higher level of risk.



Aggressive Asset Allocation Portfolio has the smallest allocation to the Stable Value Fund. As such, it may be viewed as the riskiest of the three asset allocation options.