

Product Regulatory Requirements

Seller is not required to provide these warranties with respect to materials provided to Seller by 3M.

Products, the 3M products into which they are incorporated and Product packaging ("Product Packaging") may need to comply with laws that restrict, regulate or require disclosure of, product content, including but not limited to the European Union's (EU) Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (known as "RoHS"), the People's Republic of China's Management Methods for Restricted Use of Hazardous Substances in Electrical and Electronic Products, of 2016 (known as "China RoHS") and China's related Standard SJ/T 11364-2014 prescribing marking requirements, the EU's Regulation 1907/2006 (known as "REACH") relating to products and packaging, the EU's Directive 94/62/EC relating to packaging, and other similar laws ("Substance Laws") as well as laws on legal harvesting such as, for example, the U.S. Lacey Act and the EU Timber Regulation, the Australian illegal Logging Prohibition Act and other similar laws ("Legal Harvest Laws"). See www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions. Seller therefore warrants as follows for each Product and all Product Packaging (exclusive of any 3M Materials):

- (a) **Restricted Substances.** Product and Product Packaging will not contain substances in excess of permitted concentration values established by Substance Laws unless the applicable Specifications specifically permit that substance in a higher concentration value. Without limiting the forgoing, substances in Product and Product Packaging will not exceed the following maximum concentration values in any homogeneous material ("Restricted Values"): (1) 0.1% (by weight) for each of lead, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs), bis(2-ethylhexyl) phthalate (DEHP), butyl benzyl phthalate (BBP), dibutyl phthalate (DBP) and/or diisobutyl phthalate (DIPB); or (2) 0.01% (by weight) for cadmium. If 3M gives Seller notice that the Restricted Values are changed in a manner that may negatively affect Seller's obligations ("Revised Restricted Values"), and, within ten business days thereafter, Seller does not give 3M notice that its warranty and/or certification are no longer valid, then Seller is deemed to have warranted that: (i) all non-3M Material will meet the Revised Restricted Values; and (ii) its certification remains unaffected by the Revised Restricted Values. If any Product or Product Packaging fails to meet the initial or Revised Restricted Values, then 3M may, in addition to other available remedies and at its discretion, immediately on notice to Seller, discontinue purchasing that Product or Product Packaging and any 3M purchase commitment, Forecast, or Order relating to that Product or Product Packaging will be automatically revised to reflect 3M's discontinuation of that purchase.
- (b) **Illegally Obtained Plant Material.** Product and Product Packaging will not contain plant material (including any derivative of plant material) taken, possessed, transported, or sold in violation of any law. Seller must exercise due care to ensure that the materials contained in Product and Product Packaging supplied to 3M are legally sourced, harvested and exported from their country of harvest. Product and Product Packaging will also, in addition to complying with the Specifications, comply with 3M's Lacey Act Specification (CGS 150) available at www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions.
- (c) **Conflict Minerals.** Seller will disclose whether Products contain any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations and the Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 (collectively the "Conflict Minerals Laws"), namely tin, tantalum, tungsten and gold ("3TG") that are necessary to the production or functionality of such Products. If Products contain any 3TG Seller must: (i) assure that those 3TG are "DRC conflict-free" as defined in the Conflict Minerals Laws; (ii) provide on request information on 3TG smelters in the relevant supply chains including whether those smelters are DRC conflict-free; (iii) provide on request such other information as 3M may reasonably require to determine the DRC conflict-free status of 3TG used in Products; (iv) adopt policies and management systems consistent with 3M's Conflict Minerals Policy located at www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions; and (v) require its suppliers to adopt similar policies and systems.
- (d) **Counterfeit Goods.** All Products delivered pursuant to this Agreement will comply with and are subject to the anti-counterfeiting terms and conditions listed under "Counterfeit Goods" at www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions ("Counterfeit Goods Provisions"). For purposes of this Agreement, reference to "Goods" in the Counterfeit Goods Provisions means the Products.
- (e) **EEE/WEEE.** With respect to any Product, whether finished or a semi-finished component, that is (i) dependent on electric currents or electromagnetic fields in order to work properly, or (ii) for the generation, transfer and measurement of voltage within the parameters set forth in EU Directive 2011/65/EU, ("EEE Products"), Seller

will design, manufacture and mark such EEE Product in accordance with, and provide 3M with information to support the declaration of conformity required by, EU Directive 2011/65/EU and Module A of Annex II to EU Decision No. 768/2008/EC. If a Product's Specifications indicate that it is subject to the European Union's Waste Electrical and Electronic Equipment Directive or any related standards (collectively referred to as "WEEE"), then Seller will: (1) mark that Product at no cost to 3M with the WEEE symbol and any other WEEE-required markings; (2) on or before that Product's first delivery to 3M, provide to 3M the WEEE-required information for treatment and recycling facilities by completing the 3M-approved form for this purpose and provide instructions for that Product's disassembly by a treatment and recycling facility; and (3) design (to the extent designed by Seller) and produce that Product with goals of facilitating their dismantling, recovery, reuse and recycling. Seller will not prevent, through specific design features or manufacturing processes, any Product subject to WEEE ("WEEE Product") from being reused, unless those features or processes present overriding advantages, such as environment protection and/or safety requirements. To the extent designed by Seller, Seller will design all WEEE Products to: (A) meet energy efficiency standards and maximize energy efficiency; and (B) reduce or minimize WEEE Products' weight as is feasible.

- (f) Other Information Disclosure. Seller will provide 3M: (i) satisfactory documentation that Product and Product Packaging (exclusive of 3M Materials) do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all non-3M Materials so 3M can determine if 3M Materials combined with non-3M Materials do not exceed the Restricted Values; (iii) certification of the presence of any substance regulated under any Substance Law contained in the Product or Product Packaging including without limitation any substance listed in the REACH Candidate List (found at http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp#download) current at the time the Products are delivered to 3M; (iv) certification of the exact concentration of each SVHC contained in Product and Product Packaging regardless of whether the relevant Specifications permit one or more SVHCs; (v) certification of each plant scientific name (genus and species), country of harvest, quantity of plant material (including any derivative thereof) and unit of measure contained in Product and Product Packaging; (vi) reports on the occurrence of other substances in any Product or Product Packaging that may be restricted by, or require disclosure to, governmental bodies, customers and/or recyclers; and (vii) if Product or Product Packaging is paper or paperboard, the percentage of recycled material such Product or Product Packaging contains and if the percentage of recycled material varies, the average percentage of recycled material used in the Product or Product Packaging.

Before or at shipment of any Product that requires a Safety Data Sheet ("SDS"), Seller will deliver that SDS to 3M. Seller will immediately provide 3M with any update or revision to each SDS. Seller warrants that each Product is in compliance with, or exempt from, all applicable chemical control laws (the "Chemical Control Laws"), including, without limitation, the United States Chemical Control Law known as "TSCA" and the Chemical Control Laws in Canada, the European Union, Australia, China, Japan, Korea, Taiwan and the Philippines]. Seller will promptly inform 3M in writing of any change in a Product's regulatory status under any Chemical Control Law.

Seller will comply with all terms of any quality agreement, quality plan or other production control procedures relating to any Product agreed to by the Parties before, on, or after the date of this Agreement (all collectively referred to as a "Quality Agreement"). If the terms of this Agreement conflict in any manner with the terms of a Quality Agreement, this Agreement will govern.