

Trade Compliance Requirements

Seller will comply with all trade-related law, including but not limited to export control, embargo and sanctions, anti-boycott and import laws applicable to Seller and its business. In addition to Seller's other obligations under this Agreement, Seller warrants as follows:

- (a) Restricted Parties. In the performance of its obligations under this Agreement, Seller will not engage in any transaction with any restricted party appearing on the restricted parties lists of the United States or any other applicable jurisdiction including but not limited to Seller's use of freight forwarders, financial institutions and customs brokers (see http://www.export.gov/ecr/eg_main_023148.asp for U.S. Government's consolidated list of restricted parties).
- (b) Export Controls. Unless 3M agrees in writing to the contrary and notwithstanding any Incoterm referenced in this Agreement, Seller will obtain all export control licenses, permits, or any other governmental authorizations required to perform Seller's obligations under this Agreement. Prior to the first shipment of any export-controlled Product or transmission of any related export-controlled software or technical data relating to such Product to 3M, Seller will provide the export classifications of such Product, software or technical data ("Export Classification Information") by e-mail to export3MUS@mmm.com. In addition, Seller will include the Export Classification Information on (i) any packing documentation accompanying any shipment of such Product, (ii) any transmission instructions for such software, and (iii) on the face of any such technical data.
- (c) Country of Origin. Throughout the Term, Seller will ensure 3M has complete and accurate country of origin information for all Products ("Country of Origin Information"). All Country of Origin Information updates will be provided to 3M at import3MUS@mmm.com or upon 3M's written request.
- (d) Antidumping and Countervailing Duties. If Seller learns that any Products are or become subject to antidumping or countervailing duties for the purposes of import into the United States, Seller will promptly notify 3M by e-mail to import3MUS@mmm.com.
- (e) 3M Remedies. If Seller breaches any of its obligations set forth in the Trade Compliance Requirements, in addition to other remedies available to 3M and notwithstanding any cure period set forth elsewhere in this Agreement, 3M may terminate this Agreement immediately on notice to Seller without any opportunity to cure such breach. In addition, 3M at its sole discretion may terminate this Agreement immediately upon notice to Seller if: (1) the export control classification of any Product, software, or technical data limits or restricts 3M's ability to use or resell Product; (2) the country of origin of any Product changes; or (3) antidumping or countervailing duties are imposed on any Product.
- (f) All drawback of duties and rights related to duties paid by Seller when the Product or any materials or components used in manufacturing of the Product are imported by Seller will accrue to the exclusive benefit of 3M. Duty drawback rights include without limitation rights accruing from product substitution and rights obtained from Seller's subcontractors. Upon request, Seller will provide 3M with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with 3M to obtain payment.