

## 3M TERMS OF PURCHASE

### 1. Application

1.1 These conditions apply to all contracts between 3M and the Seller referred to in the order and override all conditions stipulated by the Seller (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).

### 2. Delivery

2.1 Products or digital content ("products") services or works ("services") must be delivered or provided to the location, in the quantities, to the specification and at the time(s) stated in the order and any proposal or documentation provided or made available by the Seller to 3M.

2.2 3M reserves the right to store, reject or return to Seller any products delivered prior to the date stipulated by 3M for delivery and to deduct from the price thereafter (or to charge to Seller) the cost of such reasonable storage or the cost of the return of the products to Seller whichever the case maybe. Time for delivery shall be of the essence. Products shall remain at Seller's risk until delivery to 3M is complete, when the risk in, and ownership of, the products shall pass to 3M. Unloading shall be at the Supplier's risk. Unless otherwise agreed no charge is to be made for shipping, transport or delivery. Cases, pallets and packing materials are to be supplied free of charge. Where requested in writing such items will be returned at Seller's expense but 3M accepts no liability in relation to them.

2.3 If the Seller fails to perform its obligations under any order, make delivery or complete the services within the time specified or where no time is specified, within a reasonable time, or if 3M shall have a reasonable doubt as to Seller's ability to complete any order 3M may terminate such order or any part which is delayed or 3M has any such doubt. If any products or services provided by the Seller fail to comply with any of these conditions 3M may, at its discretion, cancel all or part of any order which so fails to comply. These rights shall be in addition to and without prejudice to any other rights or remedies 3M may have in relation to such supply.

2.4 3M reserves the right at any time upon fourteen (14) days' notice in writing to vary this order. If such variation involves an increase or decrease in the amount of products or services specified in the original order or in the cost or time for delivery or performance a fair and reasonable adjustment shall be made in the contract price and/or the delivery schedule and Seller shall give 3M all necessary facilities and information to assist 3M in agreeing such adjustment(s). Any claim for adjustment under this condition must be received by 3M within thirty (30) days of the date the change is ordered.

2.5 3M may terminate this order at any time by giving Seller fourteen (14) days prior notice in writing whereupon production on such order shall be stopped. A fair and reasonable price shall be paid for all work in progress at the time of such termination and for products subsequently received by 3M and Seller shall afford 3M all necessary facilities for ascertaining the extent of such work in progress. Save as aforesaid 3M shall not be liable for any other loss including without limitation loss of contract, the loss of anticipated profits or for any consequential loss whatsoever. In the event of such termination all claims should be rendered within two (2) months of the written notification after which claims will only be met in exceptional circumstances.

2.6 Neither the inspection nor acceptance of the subject matter of this order (nor the payment thereof) nor any failure on 3M's part to insist upon the strict performance of any term(s) and/or condition(s) of this order shall be deemed to be a waiver either of any rights and/or remedies 3M may have by virtue of the terms and conditions of this order or of any subsequent default on Seller's part.

2.7 Where 3M references the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) in any relevant contract of purchase order, such terms shall apply to delivery save that where they conflict with these conditions, these conditions shall prevail.

### 3. Payment

Unless otherwise agreed by 3M in writing or required by law payment will be made 60 days following receipt of invoice, completion of services and/or delivery of products (whichever is the later). The Seller shall send invoices to 3M online through a portal specified by 3M.

### 4. Warranties

4.1 Supply of the products or services or any part thereof may not be sub-contracted or assigned by Seller to any third party without 3M's prior written consent. The Seller shall not assign any rights or claims it may have under this order without 3M's written consent. Where consent to sub-contract or assignment is given, Seller shall be responsible for any acts and omissions of Seller's sub-contractors or assignees in all respects.

4.2 The Seller warrants that all products or services provided shall;

4.2.1 be of satisfactory quality and free from defect in material and workmanship and conform in all respects to the specification, any proposal or requirements document or other documentation provided to 3M and to any sample agreed with 3M;

4.2.2 comply with all relevant legal and regulatory requirements, in particular environmental, health and safety requirements valid at the time, even if not expressly referred to in any specification. Without prejudice to the above, the products, or the 3M products into which the products are incorporated (and/or packaging and packaging components) may need to comply with laws that restrict product content, including, but not limited to, the European Regulation 1907/2006 REACH; Directive

2002/95/EC, known as "RoHS" and Directive 94/62/EC, Packaging Directive, and/or any local laws in the individual member states of the European Union that transpose RoHS and the Packaging Directive ("Substance Laws"). Seller warrants that the products will not contain any of the substances prohibited by such Substance Laws and that any restricted substances including substances covered by REACH contained in the products will not exceed the relevant concentration values permitted by the Substance Laws ("Restricted Values") in force at the time the products are supplied. Seller will provide to 3M: (i) satisfactory documentation that the products do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all products so 3M can determine if 3M materials combined with non-3M materials do not exceed the Restricted Values; and (iii) reports on the occurrence of other substances that may require disclosure to governmental bodies, customers and/or recyclers;

4.2.3 be fit and suitable for the purpose for which they were designed and/or required. It is understood that 3M is relying on Seller's skill and judgement to select and/or furnish suitable products and/or carry out suitable works or services;

4.2.4 be provided without use of labour resulting from mental or physical coercion, physical punishment, slavery, human trafficking or other oppressive labour conditions.

4.3 Without prejudice to any other rights which 3M may have in the event of breach by the Seller of the warranty at condition 4.2 above within one year of delivery or completion of the services, or within such warranty period as may be stated on 3M's order, Seller shall if so requested make good forthwith on receipt of notice such breach by replacement, repair of products or re-performance of services as requested by 3M, at no cost to 3M. 3M shall have the right to remedy the breach or to have them remedied by some other party at the Seller's cost.

4.4 Without prejudice to Condition 4.3 3M shall be entitled to inspect any products supplied during manufacture and upon delivery. The products or any service shall not be deemed to be accepted until twenty-eight (28) days after delivery or performance, during which period 3M shall have the right to reject the products or services if they are in breach of these conditions. Where products are rejected they will be removed by Seller forthwith at Seller's own expense. The risk in rejected products shall pass to Seller immediately the Seller is notified of such rejection.

4.5 Seller represents, warrants and covenants that the Seller shall and shall procure that its representatives or sub-contractors involved in the supply of the products or services will perform all Seller's obligations under these conditions in compliance with all: (a) laws, regulations and governmental directives, including, without limitation, those relating to anti-corruption (example: UK Bribery Act and US Foreign Corrupt Practices Act), slavery and human trafficking (Anti-Slavery Requirements) including the Modern Slavery Act 2015 (or any replacement or reenactments thereof); competition, regulation of trade, the environment, transportation, safety, health, and employment that apply to 3M, Seller, either party's business, and the products and/or services to which these conditions relate; (b) standards of business conduct that are consistent with 3M's Code of Conduct located at [www.3m.com/businessconduct](http://www.3m.com/businessconduct); and (c) standards that are consistent with the 3M Supplier Responsibility Code located at [www.3m.co.uk/3M/en\\_GB/suppliers-direct/supplier-requirements/global-supplier-responsibility-code/](http://www.3m.co.uk/3M/en_GB/suppliers-direct/supplier-requirements/global-supplier-responsibility-code/).

4.6 On request, and no more often than annually, Seller will provide 3M with a Long Term Supplier's Declaration in respect of all eligible supplies per EC Regulations 1207/2001 and 1617/2006.

## 5. Liability

5.1 Seller shall indemnify 3M against any liability, loss, costs, claims, expenses or damages arising in connection therewith resulting from Seller's failure to comply with these conditions or Seller's execution of this order.

5.2 Seller shall carry adequate insurance with a reputable provider including (as appropriate) professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with any order (save where specific levels have been agreed in writing between Seller and 3M in which case those agreed levels will apply). On 3M's request, Seller shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 6. IP and Confidentiality

6.1 All tools, patterns, materials, drawings, specifications, samples, digital content or data ("materials") provided by 3M or produced at 3M's expense in connection with this order will remain at all times 3M's property and are to be surrendered to 3M on completion of this order and are to be used by Seller solely for the purpose of completing this order. All intellectual property rights in such materials shall also belong to 3M and the Seller will assign such intellectual property rights including copyright and or design rights to 3M on request on terms provided by 3M. Such materials shall be kept separate from those belonging to Seller or Seller's other customers. Where personal data (as defined in the Data Protection Act 1998) is provided to Seller in connection with an order, Seller shall only process any such personal data for the purposes of providing the relevant services (and for no other purpose whatsoever) and in accordance with 3M's written instructions from time to time. Seller shall also implement, and at all times maintain, appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and accidental loss or damage and comply with the provisions of the Data Protection Act 1998 and any other relevant data protection laws or regulations. Seller also agrees that Seller shall not transfer the personal data to countries outside the European Economic Area without the prior written consent of 3M.

6.2 This order, the materials and other information which Seller, Seller's employees, officers or representatives may obtain or be given by virtue of this order or the carrying out of this order and relating in any way to 3M business processes, research or property shall be treated as confidential, shall not be disclosed by Seller, Seller's employees officers or representatives or any sub-contractors any third party or (except where necessary for the purpose of this order) used by Seller or any such sub-

contractor for any purpose whatsoever (including without limitation advertisement display or publication) without 3M's prior consent in writing. Seller shall ensure that the provisions of this condition are complied with by Seller's employees, officers, representatives and sub-contractors. For the avoidance of doubt this condition 6 shall be without prejudice to the terms and conditions contained in any non-disclosure or confidentiality agreement agreed in writing between the parties.

6.3 If the supply or use of the products or services (other than due to any materials provided by 3M) shall constitute a violation of the intellectual property rights of any third party the Seller shall indemnify 3M against all costs, claims, expenses, losses or damage arising from such claim whether incurred by 3M or levied against 3M.

## 7. General

7.1 No variation or amendment of this order shall be binding upon 3M unless provided in writing by 3M's duly authorised representative. No provision of the conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the contract.

7.2 All and any warranties contained in these conditions shall survive termination of the order and shall not be affected by inspection, delivery, acceptance or payment and shall enure for the benefit of 3M, its successor and assignees and any end user or recipient thereof.

7.3 3M shall not be liable for any representation made or purported to be made by 3M or on 3M's behalf prior to this order or Seller's acceptance thereof and Seller acknowledges that Seller's acceptance of this order has not been induced by any such representation.

7.4 All orders and any contract arising therefrom which are placed in the Republic of Ireland shall be governed by and construed in accordance with the Laws of the Republic of Ireland, and Seller agrees to submit to the jurisdiction of the Courts of Law in the Republic of Ireland in respect thereof and nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right to remedy to which 3M is entitled in relation to the material products or work ordered by virtue of statute and/or common law under the laws of Ireland.

7.5 Except as provided above this order and any contract arising therefrom shall be governed by and construed in accordance with English Law and Seller agrees to submit to the jurisdiction of the English Courts in respect thereof and nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right to remedy to which 3M is entitled in relation to the material products or work ordered by virtue of statute and/or common law.

Effective 1 January 2017