

## Delivery Notice

- ❖ The vendor is required to acknowledge delivery date, quantity and price with email no later than 3 working days upon receiving Purchase Order.
- ❖ When changes on delivery are expected, contact a **3M Buyer (see on PO)** via email; for POA/ASN suppliers, re-upload your POA/ASN files when changes occur.
- ❖ The vendor is required to provide Packing list to a **3M buyer** or upload ASN 24 hours prior to the delivery.
- ❖ When making multiple deliveries, the vendor is required to provide multiple Packing lists or upload ASN files accordingly.
- ❖ All deliveries are required to follow the regulations of each 3M warehouse listed below.

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### Deliveries will be accepted at the following times:

1. Yang Mei Plant: Monday ~ Friday 8:00 AM~ 12:00 PM and 1:00 PM ~ 4:00 PM (excluding National Holidays)  
Da Yuan Warehouse: Monday ~ Friday 8:00 AM~ 12:00 PM (excluding National Holidays)  
APL Warehouse: Monday ~ Friday 8:30 AM~ 12:00 PM (excluding National Holidays)  
Tai Nan Factory: Monday ~ Friday 8:00 AM~ 12:00 PM and 1:00 PM ~ 4:00 PM (excluding National Holidays)
2. For urgent deliveries not meeting receiving hours above, inform below contacts at 3M Warehouses in advance.  
Da Yuan: 03-3811121 ext. 253 Ms. Chang  
Yang Mei: 03-4783600 ext. 120 Ms. Chen  
APL : 03-3856680 Ms. Wei  
Tai Nan: 06-5055880 ext. 125 Mr. Chen
3. The following documents are required when making deliveries.
  - \* Certificate of Analysis
  - \* Shipping Slip
  - \* SDS ( for Chemicals)

Shipping labels are required for each cartons delivered. Refer to Appendix 1 for the format. For chemicals, *Globally Harmonized System of Classification* (GHS) compliance labels are required on each package delivered.

### Deliveries are rejected when any documents listed above is missing.

1. For foreign vendors, invoice shall be sent via email to [twinv@mmm.com](mailto:twinv@mmm.com) for processing.
2. For Taiwan local vendor, invoice shall be sent to 3M Taiwan attentions Accounts Payable via postal mail within 3 days after delivery. PO# and PO line# shall be detailed on the invoice.
3. Rejected goods are required to be collected within 3 days upon notice or disposed at 3M

warehouse. For invoice related issues, contact a 3M buyer via email or phone.

4. All deliveries shall be made according to a 3M purchase order received. For deliveries made with no formal PO received, risks may occur at individual vendor's end.
5. **For payment related issues, contact 3M Buyer.**

## **General Terms and Conditions to Purchase Orders**

### **1) General**

- a) This General Terms and Conditions (the "Terms and Conditions") shall apply to all transactions between 3M Taiwan and Suppliers. In the event that there's any conflict between "Terms and Conditions" and "Master Purchase Agreement", the Master Purchase Agreement shall prevail.
- b) Unless agreed by 3M Taiwan in separate writing, 3M Taiwan shall not be bound by any and all terms and conditions of Supplier, aforementioned Supplier's terms and conditions includes but not limited to agreement, Supplier's P.O. terms etc.

### **2) Delivery and Order Confirmation**

- a) The purchase order will be deemed to be accepted by Supplier (the "Confirmed Order") in the event that the Supplier failed to reply the purchase order within 3 days after such order issued by 3M Taiwan.
- b) Supplier shall supply the Products in accordance with Confirmed Order, products specifications (the "Specification"), price and other transactions terms agreed by the parties in writing.
- c) 3M Taiwan is entitled to terminate any purchase orders which had been confirmed by the parties with 45 days prior written notice.
- d) Except the delivery of Products delays because of Act of God or circumstances not attributable to Supplier, Supplier agrees to pay 0.3% of the purchase amount of delayed delivery as penalty and agrees that 3M Taiwan may deduct the penalty from the product payment. Time and rate of delivery are of the essence for all Confirmed Orders. In the event that the aforesaid delay accumulates for up to 15 days, 3M Taiwan has right to terminate this Agreement without any prior notice.

### **3) Price and Payment Terms**

- a) The price and amounts of Products shall be pursuant to Confirmed Order. In the absence of written consent by 3M Taiwan, 3M Taiwan is not obligated for any and all costs, expenses or other amounts in similar nature other than the amounts set forth in the Confirmed Order.
- b) Unless otherwise agreed by 3M Taiwan in writing, the payment terms of the Products shall be T/T 75 days.

### **4) Product Warranty**

- a) Supplier warrants that (1) Products conform strictly to the relevant Specifications, approved samples, if any, and any other requirements for Products communicated to Seller by 3M in writing; (2) Products are free from defects in design, material, and manufacture; (3) Products have been manufactured and sold in compliance with applicable laws, regulations and 3M Taiwan policies; (4) Products are sold to 3M free of all liens, security interests or encumbrances; and (5) Products do not infringe any patent or other intellectual property rights of any third parties.
- b) All warranties survive inspection, test, acceptance and payment by 3M Taiwan. In addition to other remedies available to 3M Taiwan, in the event of breach of warranty, Supplier will, at 3M Taiwan's option, either replace the defective Products or refund the purchase price within 5 days with Supplier's costs, and pay most efforts on discovering the root causes and correcting the errors.

### **5) Quality**

- a) Supplier shall warrant that it possesses sufficient experience, profession and resource to fulfill its obligation under this Terms and Conditions. Supplier shall assume the costs to samples, conduct test or provide any kind of certifications. 3M Taiwan is entitled to enter into Supplier's manufacturing site to audit Supplier's production process. Supplier's obligation shall not be exempted due to the completion of the aforesaid audit or providing the relevant certificate. If Supplier has any change

on material, production process, design or manufacturing site, Supplier shall notify 3M Taiwan with reasons with prior written notice, without 3M Taiwan's consent in writing, Supplier cannot directly make the change unilaterally. However, 3M Taiwan is entitled to request Supplier to send the sample to update the Product recognition.

#### **6) 3M Mark**

- a) Supplier shall only use 3M trademark, trade name, or corporate logo ("3M Mark") pursuant to Specifications. Supplier shall not, during or after the terms of Terms and Conditions: (1) challenge or claim any rights to 3M Mark, or otherwise cause or permit to cause any circumstances which may defame, depreciate or mislead the value or goodwill of 3M Mark.

#### **7) Indemnification**

- a) Supplier will indemnify, defend and hold harmless 3M Taiwan and its affiliates, successors, assigns, directors, officers, employees and agents from any claim, liability, loss, damage, lien, judgment, expense or cost (including reasonable attorneys' fees) with respect to: (a) all claims by third parties for personal injury, death or property damage, including but not limited to claims for workers' compensation by Supplier's employees, agents and subcontractors, related to Supplier's performance or non-performance under this Agreement; (b) Supplier's failure to perform any of its obligations under this Agreement including but not limited to any Supplier breach of warranty and any recall or any other reasonable action taken by 3M Taiwan resulting from a breach of Seller's obligations; (c) all claims by third parties that the production, use or sale of Products infringes third party intellectual property rights; and (d) all claims arising out of handling, packaging, labeling, storage, treatment, removal, transportation, and disposal of any Products subject to any environmental laws, including current or future applicable environmental laws of similar effect, including applicable environmental laws of any country. These indemnities do not affect any other 3M Taiwan remedies. 3M Taiwan can deduct directly from the payment to Seller, if it's not sufficient, Seller should make up it.

#### **8) 3M Code of Conduct—Supplier Communication**

- a) 3M is Famous for its integrity and honesty, please comply all applicable laws/regulations and 3M Code of Conduct. See appendix.

#### **9) Others**

- a) The governing law of this Terms and Conditions is the laws of Republic of China (Taiwan). Any disputes arising herein shall be solved under the jurisdiction of Taipei District Court.



**“Honesty” and “Integrity” are the corner stones of 3M’s business operation.**

- Compliance with law is 3M’s policy, is key of success of 3M and its suppliers.
- Compliance with law is 3M’s responsibility.
- Compliance with law is not compromising, for 3M and its suppliers.
- **3M is seeking for the supplier with the same values to work together.**

**Code of Conduct is 3M’s core expectation and basic principle to guide our business conduct.**

- It applies to all 3M employees and its suppliers.
- All employees and 3M’s suppliers should be familiar and comply with it.
- Violation of 3M Code of Conduct may cause termination.

**Be Good:**

Obey the law and 3M’s Code of Conduct.

**Be Honest:**

Act with uncompromising honesty and integrity.

**Be Fair and Impartial:**

Play by the rules, whether working with government, customers, or suppliers.

**Be Loyal:**

Protect 3M’s interests, assets, and information.

**Be Accurate:**

Keep complete and accurate business records.

**Be Respectful:**

Respect one another and our social and physical environment around the world.





### Anti-Bribery

3M prohibits: Offer or propose to offer, any money, service or any other valuable thing to government official, for obtaining or retaining any business interest.

### Gift, Entertainment, Travel

Please don't offer 3M employee or his/her family member any gift, entertainment, meal with unreasonable market value or any other kind of service / interest. If any 3M employee asks for the inappropriate benefit, please report to 3M immediately.

### Conflict of Interests

- You should avoid conflict of interests and report to 3M if any.
- Check if any potential conflict of interests with 3M, for example:
  - You, your family or your employees have family, relative, or affection relationship with a 3M employee whom you have business relationship with.
  - You or your employees have financial benefit or financial relationship (investment, loan etc.) with a 3M employee whom you have business relationship with, or with the employee's family member or relative.
  - You hire or possibly hire a family member or relative of a 3M employee whom you have business relationship with.

The 3M logo is displayed in red, bold, sans-serif font.A graphic featuring the word "integrity" in a white, cursive font on a yellow background, with a small portrait of a man's face to the right.A graphic with the words "Be Honest" in a white, sans-serif font on a blue background with a wood-grain texture.

## If You Are Aware or Suspicious of Any Violation...

- You can report to 3M with your true name or anonymously
- Report through 3M Ethics (<https://secure.ethicspoint.com/domain/media/zh/gui/8897/index.html>)
- 3M will review every reporting case. If necessary, 3M will conduct investigation.
- 3M prohibits retaliation against reporter.

**3M is Famous for its integrity and honesty, please  
comply all applicable laws/regulations and 3M  
Code of Conduct.**