



3M PERU S.A.
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are included in all Purchase Orders ("Purchase Order") of Goods or other Products (referred to as "Goods" or "Products") and Services ("Services") issued by 3M PERU S.A. ("3M") to the SUPPLIER of Goods and / or Services identified in that Purchase Order (the "SUPPLIER").

The SUPPLIER agrees that, in the case that 3M and THE SUPPLIER ("THE PARTIES") agree to the Goods and / or Services general conditions requested by entering into a contract ("THE CONTRACT"), THE PARTIES accept that THE CONTRACT will prevail over the Terms established herein. Only in absence of THE CONTRACT, will the parties be governed by the Terms.

1. ACCEPTANCE.

1.1. This document sets forth the Terms and conditions that the SUPPLIER must strictly adhere to in legal matters for the business relationship established with 3M. The Business Terms and conditions shall be established in the relevant Order.

1.2. The SUPPLIER undertakes to confirm this Purchase Order within forty-eight (48) hours after receipt, thus in the event of having no confirmation, it will be understood that it was accepted and will be fulfilled in all its Terms by the SUPPLIER. By accepting a Purchase Order, the SUPPLIER's acceptance is limited to the Terms thereon (including these Terms). No additional or contradictory term in any acknowledgment of receipt from the SUPPLIER, invoice, offer, proposal or other documentation is binding on 3M, unless 3M accepts it in writing. All Goods and Services will be delivered to 3M in strict accordance with any packaging, Products and / or service standards, specifications and other requirements provided by 3M or approved in writing by 3M (the "Requirements").

1.3. Any amendments of these Terms will be made when 3M deems it appropriate, making its best effort to notify such changes to the SUPPLIER so that it may be aware of such amendments. The updated version of these Terms sent at the time of the order shall be the ones to apply.

1.4. The SUPPLIER represents and warrants that any statement and information provided to 3M by its officers, directors, employees, agent, proxy and / or representative during the audit and / or review of the supplier's background and practices by 3M are true and correct to the date of issue of this Purchase Order.

2. NATURE OF THE TERMS.

2.1. This Purchase Order does not in any way create or constitute an employment relationship between 3M and the SUPPLIER, for which each party is and must be independent and solely responsible for its obligations to third parties, as well as for any civil, commercial, labor, administrative or tax obligation. Consequently, the link that binds 3M and the SUPPLIER by virtue of this Purchase Order, is professional and commercial in nature and, consequently, does not generate nor constitutes a working relationship between them given the grounds provided on the articles established in labor law have not been fulfilled, since the SUPPLIER does not provide a personal and subordinate service to 3M. The Supplier undertakes to hold 3M harmless from any and all liability or claim that may be received in connection with, caused by and/or given the execution of this Purchase Order, and additionally reimburse 3M, the amount of expenses incurred in connection with taking actions on the matter, including attorney's fees, expenses and any payment made by 3M, as a result of the claim in reference.

3. DELIVERY AND PROPERTY.

3.1. The SUPPLIER undertakes to deliver to 3M the Goods and / or Services described in the Purchase Order. The risk of the Goods, until owned by 3M, will be responsibility of the SUPPLIER. This transfer of ownership will occur when the SUPPLIER completes total delivery of the Goods, under the conditions agreed upon and in the place specified in the Purchase Order.

Except when authorized by 3M in writing, no charge will be accepted for packaging or transportation. The SUPPLIER will pay any excess costs due to non-compliance with 3M shipping instructions. The SUPPLIER guarantees that the prices include all charges for packaging, cage packing and transportation, according to the Terms of delivery agreed with 3M (INCOTERMS defined in the Purchase Order).

3.2. The delivery of any amount of Goods other than those established in the Purchase Order without the prior written consent of 3M, results in 3M being entitled to return any part of such delivery, at the expense of the SUPPLIER.

3.3. SUPPLIER failure to comply as agreed upon in this Purchase Order or failure to provide timely and to full satisfaction the delivery of the Goods and/or Services subject to it, is considered a breach of the Purchase Order, entitling 3M to terminate it/resolve it in full, in whole or in part, without the need for any judicial declaration or authorization, regardless of any other rights that may arise in favor of 3M from this Purchase Order and from applicable laws, as well as to request that such obligations be executed by a third party at the expense of the SUPPLIER. In the event that the Goods and/or Services have defects or latent defects, 3M shall have the right to reject them in accordance with the relevant 3M criteria. 3M has a minimum period of sixty (60) calendar days from the date of receipt of the Goods and/or Services, to inspect or evaluate them and determine whether or not they comply with the characteristics required by 3M. In the event that Goods and or Services, in the opinion of 3M, do

not meet the minimum quality and safety requests required by 3M, they shall be entitled to proceed in conformity with provisions established in the third and seventh clause of this document.

3.4. In this case, 3M may issue a SCAR (*Supplier Corrective Action Request*), which will be sent electronically to the SUPPLIER, at an administrative cost that will be informed by 3M, which shall be borne by the SUPPLIER and which will indicate the reasons why the Goods and/or Services were rejected. The SUPPLIER agrees to answer, within the time declared in the SCAR, the corrective actions that shall be taken in order to comply with the requirements requested by 3M.

3.5 The 3M determination of the Goods count and weight is conclusive, unless the SUPPLIER includes a packing sheet with a different amount. THE FULFILLMENT OF THE AGREED TIMES AND TERMS IS ESSENTIAL FOR ANY PURCHASE ORDER.

3.6 .Forecast. Any forecast sent by 3M to the SUPPLIER does not constitute a binding document nor a purchase order.

4. CHANGE OF ORDER, SUSPENSION OR CANCELLATION.

4.1. 3M may change a Purchase Order by sending an e-mail to the SUPPLIER prior to the shipment of the Goods or the performance of the Services. If any change to the Purchase Order results in price or delivery date adjustments, the Parties will make an equitable adjustment and the Purchase Order will be modified. In the event that the SUPPLIER claims any adjustment, the SUPPLIER shall notify 3M within three (03) business days of receipt of the 3M order change notice. 3M may require the SUPPLIER to suspend all or part of the service or good from the SUPPLIER under an Order for up to twelve (12) consecutive months. The SUPPLIER shall suspend the development or performance of the Services or Goods, as indicated by 3M.

4.2. 3M may cancel a Purchase Order without cause and at any time by electronic or written notice to the SUPPLIER, but if the notice of cancellation by 3M is issued less than five (05) days prior to a scheduled delivery date of the Goods or performance date of the Services, the SUPPLIER shall be entitled to reimbursement: (a) in the event of Goods: in case of individual raw materials that cannot be returned to the vendor from the SUPPLIER or sold to other customer(s) from the SUPPLIER and they are required to complete the provision of the Goods by the delivery date; or (b) in the event of Services, these are terminated or rendered prior to cancellation and the actual costs that the SUPPLIER paid to third parties are not reimbursable and were reasonably necessary to provide such Services. If the SUPPLIER does not comply with all the Terms of the Purchase Order or admits its inability to fulfill its obligations, or otherwise is made evident that the SUPPLIER will not be able to fulfill its obligations under said Purchase Order due to unavoidable delay or other cause, 3M may cancel the Purchase Order at any time by electronic or written notice to the SUPPLIER without any liability of any kind to 3M, in addition to any other legal or equitable remedy that 3M may have.

4.3. "3M" may, at its option and on notice to SUPPLIER, convert any of its ordering, purchasing and/or payment methods to be electronically enabled and SUPPLIER will, at its expense: (a) provide any necessary electronic data interface for the technology's implementation; and (b) use the applicable electronic method.

5. 3M MATERIAL AND 3M EQUIPMENT.

5.1. 3M owns all materials provided to the SUPPLIER, including, without limitation, raw materials, databases or documents ("3M Material ") and any tool or other equipment that 3M provides to the SUPPLIER or for which 3M reimburses the SUPPLIER ("3M Equipment"). The SUPPLIER hereby authorizes 3M to register this in its financial documents and other documentation without the signature of the SUPPLIER to acknowledge the ownership of 3M of these articles.

5.2. The SUPPLIER shall not sell, promise, transfer or withdraw from the SUPPLIER's facilities any 3M Material or 3M Equipment. The SUPPLIER will use 3M Material and 3M Equipment only to fulfill its obligations under purchase orders and for no other purpose. The SUPPLIER shall not alter any 3M Equipment and it will make every effort to maintain the safety and confidentiality of all 3M Material and 3M Equipment.

5.3. The SUPPLIER assumes all risk of loss or damage of 3M Equipment and 3M Material and, at request of 3M, shall immediately restore or replace any 3M Equipment or 3M Material damaged or lost with an equivalent item. Immediately upon the request of 3M, the SUPPLIER shall return to 3M all unused 3M Equipment and 3M Material in its original condition except for reasonable wear and tear, and 3M will be responsible only for the packaging and shipping costs. The SUPPLIER shall maintain all 3M Equipment in a safe and appropriate state and shall indemnify and defend 3M from all claims arising from the use of 3M Equipment by the SUPPLIER. If the Parties determine compensation for loss of 3M Material, the SUPPLIER will reimburse 3M for any excess losses, at the cost at which 3M delivered them to the SUPPLIER. The SUPPLIER shall inspect 3M Material as well as 3M Material to be incorporated into the Goods and shall immediately inform 3M of any breach of Requirements.

6. INDEMNIFICATION AND INSURANCE.

6.1. 3M liability for any breach is subject to payment of direct damages duly proven in Terms of law, which may be caused to the SUPPLIER by the situation, in such a manner that the payment is limited to the value of the project that

3M carries out with the SUPPLIER. The SUPPLIER shall indemnify and hold 3M harmless and its employees from any damage, foreseeable or unforeseeable, liability, claim, loss, suit, legal action, lien, payment, expense, attorney's fees and other legal costs, regardless of their nature, origin, form, and opportunity, arising from any action or omission from the SUPPLIER or its dependents, agents, contractors, subcontractors or persons who are employed or under the responsibility of the aforementioned. In addition, the SUPPLIER must respond directly and exclusively to all consequences resulting from losses or damages of any kind arising from the goods delivered and/or the Services provided in the development of this Purchase Order.

6.2. The foregoing indemnities shall include, without limitation, indemnities for death, personal injury, moral damages, certain and eventual damages, present and future, property damage, fines, penalties, loss of profit, and any extrajudicial damages that may be caused. The SUPPLIER shall reimburse 3M directly, the value that it is obliged to pay as a result of damages caused by the SUPPLIER. 3M is authorized to deduct the necessary sums from payments to be made to the SUPPLIER to pay these damages or the amounts that should have been paid to affected third parties because of them.

These indemnities do not affect other 3M actions. The SUPPLIER shall, at all times, maintain liability insurance, property damage insurance and others to protect 3M from all previous risks, and upon Request, will provide the certificates that demonstrate this coverage.

7. PENALTY FEES.

If due to an event attributable to the SUPPLIER, even by slight fault, there are any arrears or delays during the fulfillment of any of its obligations, whether if these are executed in a defective manner or not executed at all, a daily penalty shall be effective in favor of 3M equal to 5% of the total value on the Purchase Order. The SUPPLIER expressly authorizes 3M to retain and deduct from any pending payments, the amounts necessary to pay the relevant values, with no additional requests being necessary.

8. WARRANTY.

8.1. Notwithstanding any rights, whether implied, by law or otherwise, that 3M may be entitled to, the SUPPLIER undertakes, at 3M's own discretion, to repair or reimburse the cost of any good that is not in accordance with the specifications required or that is found to be defective, in the Terms established in the warranty or the certificate of quality issued by the SUPPLIER.

8.2. The SUPPLIER warrants that the Good (s) covered under this Purchase Order is (are) of good quality and is (are) free of apparent or hidden defects and that all conditions have been fulfilled, regarding the materials and the manufacturing processes, and in consideration of the purposes intended for the good (s), in conformity with the quality requirements established in the market, which the SUPPLIER knows and applies.

8.3. The SUPPLIER warrants that the Good (s) acquired is (are) of good quality and is (are) free from manufacturing defect (s), and safe for consumer use. The foregoing applies without prejudice to the policies and guarantees specifically requested to the SUPPLIER in the Goods or Services requirement made by 3M.

9. COMPLIANCE WITH LAWS AND POLICIES.

9.1. The SUPPLIER hereby declares, guarantees and undertakes that it and its subsidiaries, owners, executives, employees, officers, agents, subcontractors, advisers and representatives will comply with each and every one of the obligations of the SUPPLIER, in accordance with this document and in compliance with: (i) federal, local and municipal laws and regulations, international treaties, decrees, official standards, jurisprudential criteria, including without limitation anti-corruption regulations (among others, *US Foreign Corrupt Practices Act*) economic competence, environmental, transportation, safety, trade, health and labor materials (collectively referred to as the "Laws") applicable to 3M and the SUPPLIER, their respective businesses and the Goods and/or Services related to the object of this contract; and (ii) business conduct policies (consistent with 3M business conduct principles (www.3M.com/businessconduct)).

10. PRICE AND TERMS OF PAYMENT.

10.1. The price and Terms of payment shall be agreed upon in advance by the Parties. Payment will be made upon receipt of the original invoice or proof of payment, provided that they comply with the tax requirements and 3M requirements (including: copy of Purchase Order, indication of order number and line, among others).

Unless otherwise specified in this order, ordinary payment terms are ninety (90) days after the date on the invoice with no discount and will be made by bank transfer.

10.2 For which, the printed voucher of electronic or bank transfer payment will be the most effective proof of payment in the eyes of the law regarding the payment liquidation that 3M must make in favor of the SUPPLIER.

10.3.- REJECTION OF INVOICES. 3M will have a period of (30) thirty days to reject SUPPLIER invoices.

11. INTELLECTUAL PROPERTY.

11.1. The SUPPLIER shall not use or disclose any information, design or other information pertaining to, or supplied by, or on behalf of 3M. Upon request of 3M, such data, designs or other information and any copies thereof shall be returned to 3M. When the SUPPLIER provides its contractors with data, designs or other 3M information, to be used in compliance with 3M Purchase Orders, it is obliged to include these same Terms in their respective contracts with third parties and contractors.

11.2. Unless 3M has specifically requested the SUPPLIER to use the 3M intellectual property rights, the manufacture or supply of Products and/or the provision of Services; both parties agree that all signs, logos, drawings, figures, emblems, packaging, designs, schemes and other visual and phonetic elements used in and for, the completion of the Products and/or provision of the Services, are the exclusive property of the SUPPLIER, for which it hereby undertakes to hold 3M harmless from any claim based on an alleged infringement of property right or copyright with respect to the provisions of these Terms.

11.3. Notwithstanding the foregoing, the SUPPLIER undertakes to respect the intellectual property rights owned by 3M, its subsidiaries, affiliates and / or controlling companies as do any third parties which use their intellectual property rights, undertaking to maintain them harmless or safe from any claim, law suit, complaint or action of any nature that any third party attempts caused by the direct or indirect illegitimate use of such intellectual property rights, and further undertakes to reimburse all expenses and costs arising from such claim, including without limited to attorney's fees and expenses of 3M, its subsidiaries, affiliates and/or parent companies.

12. PROTECTION OF PERSONAL DATA.

12.1. The SUPPLIER declares and guarantees that it will strictly and completely comply with all obligations that may arise under applicable legislation regarding the protection of personal data. In this sense, the SUPPLIER declares and guarantees that it takes responsibility for any data that it may eventually request, store, process and/or transfer, in accordance with current regulations, before 3M as well as the data owners, and where appropriate and correspondingly, before the competent authorities in the matter.

In particular, and without limitation, the SUPPLIER agrees and undertakes to: (a) Provide all data that may be received from 3M and/or third parties, and/or any that may be collected in the framework and/or as a result of this document, proper processing and in general, act in conformity with the regulation aforementioned (b) Not use the data mentioned in the previous lines for purposes other than the effective performance of its obligations hereunder; (c) not transfer and/or assign and/or otherwise disclose such data to third parties other than 3M; understanding that they will be bound by the confidentiality clause of this agreement; (d) Keep implementing technical and computer processes and adequate security measures, in accordance with what has been established by applicable regulations, for the protection of any data that may come to their knowledge as a result of this document; hereby undertaking to give 3M notice in the eventual case that its processes and / or security measures may result affected due to any cause whatsoever. (e) Guarantee the proper right to access, rectification, modification and / or deletion of data by holders, in accordance to applicable law. Accordingly, the SUPPLIER hereby undertakes to hold 3M harmless, in respect of any present or future liability, in the event that the SUPPLIER fails to comply with its obligations under this agreement, in conformity to applicable legislation in matters of Personal Data Protection.

13. CONFIDENTIALITY.

13.1. The Parties undertake to keep in secrecy and under strict confidentiality all documentation and information received from this contractual relationship, as well as any other data received regarding business with each other respectively, which include among others, information, clients , suppliers, prices, costs, know-how, strategies, programs, processes and practices of the parties, whether or not, obtained by, or based on the position conferred by this contract, or any other information that directly or indirectly may have connection with the business and operations of the parties, regardless of the form and means in which such information is provided, disseminated, disclosed, reproduced or exposed. Likewise, the parties undertake to not disclose or divulge in any way information related to the existence and purpose of these Terms.

13.2. The foregoing obligation also includes any other confidential information that the parties have acquired, discovered, invented and / or developed under these Terms or together with other persons, in fulfillment thereof.

13.3. The Parties recognize and acknowledge that any violation of the provisions related to the confidentiality of these Terms will be sanctioned with the termination of the contractual relationship, in addition to being subject to sanctions and any criminal imputation under the scope of any applicable intellectual property regulations.

14. BUSINESS ETHICS AND CONFLICTS OF INTEREST.

14.1. The SUPPLIER must comply at all times with applicable local and international anti-corruption standards. The SUPPLIER shall not offer, make, promise to make or authorize the making of any gift or payment in cash or anything of value, either directly or indirectly in order to: (a) influence any act or decision of any government official or political

party or candidate thereof (collectively, the "Officials"); (b) induce an Officer to perform or omit any act in violation of its legal duties; or (c) induce an Officer to use its influence with non-US Governments or its intervention to facilitate the SUPPLIER's performance with respect to the obligations acquired under these Terms. The SUPPLIER and its subsidiaries must keep complete and accurate books and records at all times. All records and information provided to 3M by the SUPPLIER related to the execution of this document shall be complete and accurate.

14.2. It is the SUPPLIER's obligation to inform 3M of any existing kinship, civil or commercial relation between them and any 3M employee or collaborator that generates or could generate a conflict of interest. Failure to provide said information will be considered legal grounds for 3M to terminate this Purchase Order.

15. COMPLIANCE WITH THE LAW & PRODUCT CONTENT.

15.1. The SUPPLIER guarantees that the prices paid by 3M are not affected by collusion or any other anticompetitive activity.

15.2. The SUPPLIER is the only and exclusive liable party, without joint obligors or substitutes, of the employment relationship with its Personnel in Terms of legal labor laws, therefore, it agrees and undertakes to fully comply with all labor standards, social security and industrial safety regulations applicable to their employees. Furthermore, it agrees not to hire minors to perform the Services or Products contracted by 3M. The parties expressly agree that the SUPPLIER shall be, at all times and under any circumstance or situation, the Employer of the Personnel.

15.3. It is possible that the Products, 3M Products included in them, and Product Packaging ("Product Packaging") shall comply with the laws that restrict, regulate, or require disclosure of product content, including, but not limited to, the European Union (EU) Directive on the Restriction of the use of certain dangerous Substances in electrical and electronic equipment (known as "RoHS"); Management Methods of the Popular Republic of China for Prevention and control of pollution caused by electronic information Products of 2006; EU Regulation 1907/2006 (known as "REACH"); with regard to Products and packaging, EU Directive 94/62 / EC on packaging and other similar laws ("Controlled substances laws"); as well as laws on legal harvesting, such as the US Lacey Act; the EU Wood Regulation; the Australian Prohibition of Forfeiture Act and other similar laws ("Legal Harvest Laws"). The SUPPLIER can see details in: www.3M.com/supplierregspects.

15.4 Changes in the Specifications. The parties agree that in case the "Supplier" requires to make any modification to the "Products", either in its process, or in its composition, it must notify "3M" with a minimum anticipation of 15 (fifteen) days prior to the date on which you intend to make the respective modification, indicating in detail and in a timely manner, the reasons for the change and what they consist of, so that "3M" can present its opinion or objections about this modification.

15.5. The SUPPLIER warrants each of the Products and all Product Packaging (excluding any 3M Material) as follows: (a) Restricted Substances. The Product and product Packaging shall not contain substances in excess of the permissible concentration values established by the Laws on Controlled Substances, unless the applicable specifications expressly allow said substance to have a higher concentration value. Notwithstanding the foregoing, substances in Products and Packaging of Products shall not exceed the following maximum concentration values in any homogeneous material ("Restricted Values"): (1) 0.1% (by weight) individually for lead, mercury, hexavalent chrome, polybrominated biphenyls or polybrominated diphenyl ethers; or (2) 0.01% (by weight) for cadmium, (b) Illicitly obtained plant material. The product and packaging of the product shall not contain plant material (including any derivative of plant material) taken, owned, transported or sold in violation of any law. The SUPPLIER must act with due diligence to ensure that the materials contained in the Product and Packaging of the product supplied to 3M are of legal origin, are harvested and exported from its country of harvest (c) Conflict Minerals. If the Products contain conflict minerals, as defined in Section 1502 of the US Dodd-Frank Act and implementing regulation thereof, required for the production or functionality of this type of Products ("Conflict Minerals"), the SUPPLIER shall: (i) disclose their presence; (ii) provide on-demand information on Conflict Mineral smelters and refineries in relevant supply chains and other information in accordance with industry standard conflict minerals reporting templates; and (iii) adopt a due diligence management policy and system in respect to conflict minerals and require SUPPLIER's vendors to adopt a policy and management system. (d) Counterfeit goods. All Products supplied under this Agreement shall comply with and are subject to the Terms and Conditions against Counterfeit shown in the section on *Counterfeit Goods* ("Counterfeit Goods") on www.3M.com/supplierregspects. ("Provisions on Counterfeit Goods"). For the purposes of these Terms, the reference to "goods" in the Counterfeit Goods Provisions mean Goods; (e) Other information disclosure. The SUPPLIER shall provide 3M: (i) satisfactory documentation declaring that the Product and Product Packaging (excluding 3M Material) do not exceed the Restricted Values; (ii) certification of the presence of any controlled substance under any Regulated Substances Act ("Regulated Substance") contained in the Product or Product Pack including, without limitation, any Regulated Substance listed on the REACH Candidate List (<http://echa.europa.eu/web/guest/candidate-list-table>); (iii) certification of the exact concentration of each Regulated Substance indicated in the Product and Product Packaging, regardless of whether the relevant specifications allow one or more Regulated Substances; (iv) certification of the scientific name of each plant (genus

and species), the country of harvest and other information that may be required by the Laws on legal harvest; and (v) reports on the presence of other substances in any Product or Product Packaging that may be restricted by or require disclosure to government entities, customers and / or recyclers.

16. TERM AMENDMENTS

The Parties agree that any amendment to the Terms hereon shall be made in writing by duly authorized agents empowered to do so.

17. SEVERABILITY

The Parties hereby agree that if part of the provisions of these Terms shall be declared invalid by any competent authority, the remaining provisions shall continue in full legal effect.

18. ASSIGNMENT

The SUPPLIER shall not assign the rights and obligations under these Terms, in whole or in part, without the prior written consent from 3M, who may in effect assign its rights and obligations to affiliates and/or subsidiaries thereof.

19. INDEPENDENCE OF THE PARTIES

Outside the provisions of this document, the Parties are natural or legal persons with full independence and shall not, in any way, be considered legal representatives of one another under any circumstances, nor that a right or authority other than the one granted by virtue of this document has been granted to them to avoid creating possible express or implied obligations or liabilities.

20. JURISDICTION AND RESOLUTION OF DISPUTES

The present contract will be governed, interpreted and executed entirely by the Laws of the Republic of Perú. Any controversy or disagreement arising from the interpretation, execution or eventual default, termination, invalidity, nullity, nullity or ineffectiveness of this contract, as well as any direct or indirect effect or consequence linked to it, whether contractual or extra-contractual, will be resolved through arbitration by a single arbitrator. The arbitration shall be conducted in accordance with the Arbitration Rules of the International Arbitration Center of the American Chamber of Commerce of Peru - AmCham Peru and under the administration of said arbitration center. The place of arbitration will be the city of Lima - Peru. The language to be used will be Spanish. The award shall be final and unappealable.

WHEREAS THE PARTIES TO THE CONTENT AND SCOPE OF THESE LEGAL TERMS AND CONDITIONS, ACCEPT THEM IN CONFORMITY IN THE CITY OF LIMA.

KIND REGARDS

3M PERU, S.A.