

3M EMEA GmbH - General Terms and Conditions of Purchase

1. General Remarks, Subcontracting and Legal Regulations. All purchases of 3M EMEA GmbH (referred to below as “3M”) are exclusively subject to these General Terms and Conditions of Purchase (“Terms and Conditions”). “Supplier” shall mean any person, firm or company to whom 3M’s purchase order is issued. These Terms and Conditions shall be included in any future individual contract of purchase between 3M and Supplier. Upon Supplier’s acceptance of a purchase order these Terms and Conditions shall be binding. Any different or additional terms and conditions of Supplier are objected to and are hereby rejected and shall be of no effect nor in any circumstances binding on 3M. Notes referring to the validity of legal regulations will only be valid for explanatory purposes. Thus legal regulations, in as far as they have not been directly amended or explicitly excluded in these Terms and Conditions, will under all circumstances also be deemed valid without such explanation. Where these Terms and Conditions require a communication to be in writing, e-mail, fax and other forms of written communication shall suffice. Supplier is not permitted to subcontract any part of a 3M order to any third parties without the express written agreement of 3M. The Supplier shall not be relieved of any of the Supplier’s obligations under these Terms and Conditions by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors.

2. Ordering, Prices, Assignment. Only written purchase orders issued by 3M shall be valid. Verbal or telephone orders, as well as additions, changes or different conditions, shall be recognized only if they have been confirmed in writing by 3M. 3M shall have the right to terminate its purchase order upon written or electronic notice to Supplier in whole or in part at any time prior to the arrival of the ordered goods. Upon such notification, Supplier shall immediately stop all work and/or shipment of goods and cause its suppliers and/or subcontractors to cease their work against the purchase order and protect property in Supplier’s or subcontractors’ possession for which 3M has or may require an interest. In event of such termination Supplier shall be paid solely actual direct unavoidable costs incurred up to the time of termination which are properly allocable to, and arise directly from, this termination less salvage value, provided recognized accounting practices and principles are used and consistently applied. Supplier shall not be entitled to any anticipatory profits with respect to the terminated portion. In no event shall termination charges exceed the price agreed upon as set forth herein and related purchase orders for the terminated items nor shall 3M be liable for incidental or consequential damages. Supplier shall submit any termination claim to 3M within one month after a termination. Supplier shall not be paid for terminations of purchase orders for standard products. The indicated prices are firm. Supplier shall issue invoices of VAT, which is indicated separately on the orders, to 3M upon each delivery for each order. All offers, visits, consulting services and drafting of documents will be free of charge by the Supplier at all times. All other costs such as packaging, transportation, cargo insurance, customs duties, crating, storage and other taxes and fees are included in the fixed price. Supplier may assign claims against 3M only with our written consent.

3. Invoices, Country of Origin, Countervailing and Payment. Goods and services will be delivered to 3M for the price stated in the purchase order. Unless the purchase order states different payment terms, payments are made within 30 days with 2% discount or without deduction within 90 days following receipt of invoice, completion of work or services and/or delivery of goods (whichever is the later). Each Supplier invoice and all related documents (such as packaging lists, bills of lading, freight bills and correspondence) must include: (a) order number; (b) applicable order line item number(s) and unit of measure; and (c) 3M’s identification number (if provided by 3M). Supplier shall provide 3M with complete and accurate country of origin information for all goods covered by the purchase order by e-mail. If any goods are subject to antidumping or countervailing duties Supplier will notify 3M by e-mail prior to shipment of the goods. Documents shall be sent to 3M online through a portal if specified by 3M. Supplier acknowledges that Supplier may be required to register with the portal host prior to use and that a nominal fee may be payable.

4. Materials Provided by 3M. 3M owns any materials 3M provides to Supplier, including, without limitation, raw materials, databases, or documents (“3M Material”) and any tooling or other equipment that 3M provides to Supplier or which have been paid for in part or in full by 3M (“3M Equipment”). Supplier will not sell, pledge, transfer or remove from Supplier’s facility any 3M Material or 3M Equipment. Supplier will use all 3M Material and 3M Equipment solely to perform its obligation under orders and for no other purpose. Seller will not alter any 3M Equipment. Supplier will use its best efforts to maintain the security and confidentiality of all 3M Material and 3M Equipment. Such 3M Material and Equipment shall be clearly marked as property of 3M and they shall be suitably stored, maintained and insured by Supplier. Their return can be requested by 3M at any time.

5. Packaging, Delivery, Lead-time, Delays. Unless otherwise stated in the purchase order, all goods are sold DDP (Incoterms 2020) the location specified in the applicable purchase order, and if Supplier is responsible for shipping goods, Supplier will ship goods via the most economical route and in a single shipment. Cases pallets and packing material are to be supplied free of charge. Where requested in writing such items will be returned at Supplier’s expense but no liability whatsoever will be accepted by 3M in respect of them. Supplier will pay any excess costs due to failure to follow 3M’s shipping instructions. If an excess amount has been delivered, 3M has the right to return the unordered excess amount at the Supplier’s cost without warning and/or to charge Supplier for all additional costs (e.g. storage). On request, and no more often than annually, Supplier will provide 3M with a Long Term Supplier’s Declaration in respect of all eligible supplies. Time for delivery shall be of the essence. If Supplier has reason(s) to believe that timely delivery is partly or completely unlikely, Supplier shall immediately inform 3M by indicating the reason(s) and the estimated length of the delay. In case of delay Supplier shall, at its own cost, choose the most expedient means of transport. All goods shall be received subject to 3M’s right of inspection and rejection. If appropriate 3M shall check deliveries within an appropriate time period and notify Supplier of any deficiency. No inspection, tests, approval, design approval, or acceptance of the goods relieves Supplier from responsibility for warranty, latent defects, fraud, or negligence. Payment by 3M shall not constitute a waiver of a possible complaint. If Supplier fails for any reason whatsoever to effect delivery on the agreed delivery date 3M shall be entitled in addition to further legal claims to claim damages to the amount of 0.5 % of the net price of the goods per calendar day, up to a maximum of 10% of the price of the goods delivered late.

6. Trade Secrets, Confidentiality, Proprietary Rights, Trademarks, Personal Information. All data, drawings, designs, specifications and other documents and information provided by 3M to the Supplier for the purpose of providing the relevant goods prior to or subsequent to the formation of the contract, shall not be used for any other purpose, nor copied, disclosed or made available to third parties. This is also applicable for the period of the feasibility study, contract negotiations and even after the end of the contractual relationship. 3M’s provision of information to Supplier shall not be deemed to transfer any proprietary rights in such information to Supplier, and all rights remain with 3M. Upon demand, all documentation including all parts and reproductions thereof shall immediately be returned to 3M. Supplier shall consider the purchase order itself, as well as any related work and deliveries, as trade secrets and shall therefore treat them confidentially. For breach of these confidentiality and return obligations, the supplier has to pay a penalty equivalent to 10% of the value of the agreed total delivery. This payment does not exempt the Supplier from the duty of confidentiality, but will be offset to the damages to be paid. Supplier will use a 3M trademark, tradename, or corporate logo (“3M Mark”) only in strict conformance with any packaging, product and/or service standards, specifications, and other requirements provided by 3M or approved in writing by 3M. Supplier will, at 3M’s direction, return to 3M or destroy all materials containing a 3M Mark. While Supplier is providing goods and/or services for 3M and at any time thereafter, Supplier will not use 3M’s name or 3M Mark in any manner, including promotional or advertising materials, or otherwise assert affiliation with 3M or a 3M affiliate, except with 3M’s prior written consent in each instance. “Personal Information” means information about a particular individual that, on its own or in combination with other information, identifies an individual, in any form and any media. Supplier may access, collect, or process Personal Information during its performance under an Order. Supplier must keep all that Personal Information confidential, use it only as necessary to perform Supplier’s obligations under an Order, and promptly notify 3M of any judicial process that might require its disclosure. Supplier will, at 3M’s option, either return or destroy all that Personal Information on 3M’s request. In addition, Supplier will: (a) create, obtain, process and use Personal Information only in compliance with all applicable laws, including but not limited to the EU General Data Protection Regulation; (b) restrict access to Personal Information to only those Supplier employees as is necessary to perform Supplier’s obligations under an Order; (c) ensure that all Supplier employees with such access have obligations as strict as Supplier’s obligations under this Section and have been informed of those obligations; (d) use security measures to protect all Personal Information from unauthorized access, use, disclosure, alteration or destruction; (e) maintain any records that include Personal Information in accurate and current form; (f) on 3M’s request, provide reasonable assistance with updating, correcting, verifying, and providing individuals with access to their Personal Information related to an Order; and (g) promptly notify 3M if any unauthorized person accesses, uses, or discloses any Personal Information related to an Order, or if any individual requests access to, correction of, or revokes consent for, Personal Information related to an Order.

7. Warranty and Liability. Supplier guarantees the goods purchased to be free of deficiencies which might affect their value or fitness for the intended use, are free of design defects and that the goods have the promised characteristics, meet the stipulated performance and specification requirements and are new. In addition to all implied and express warranties available under applicable law and/or these Terms and Conditions, Supplier warrants that all goods will be made or processed, and all services will be performed, in compliance with all laws applicable to Supplier and its business and Supplier shall procure that its representatives or sub-contractors involved in the supply of the products or services will perform all Supplier's obligations under these conditions in compliance with all applicable laws and regulations and applicable 3M Supplier Requirements which shall apply to all Orders and can be accessed at the following Website https://www.3m.com/3M/en_US/suppliers-direct/ and in particular with standards that are consistent with the Supplier Responsibility Expectations including the 3M Supplier Responsibility Code located at https://www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/supplier-responsibility-expectations/. Supplier also warrants that: (x) Supplier has the expertise, and resources to perform its obligations under any purchase order (including these Terms and Conditions); (y) no good or service infringes on any third party's intellectual property rights; and (z) Supplier has no third party obligations that conflict in any way with Supplier's obligations under these Terms and Conditions. It is understood that 3M is relying on Supplier's skill and judgement to select and/or furnish suitable goods and/or carry out suitable works or services. Without prejudice to the above, the goods, or the 3M products into which the goods 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"). You warrant that the goods 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 goods will not exceed the relevant concentration values permitted by the Substance Laws ("Restricted Values") in force at the time the goods are supplied. You will provide to 3M: (i) satisfactory documentation that the goods do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all goods 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; (iv) suitable and accurate Safety Data Sheets for the goods. Supplier will immediately inform 3M upon any relevant changes regarding points (i) to (iv) above, and will, in particular, immediately provide 3M with any update or revision to each Safety Data Sheet. Supplier warrants to repair any deficiencies in the goods delivered, works carried out or services provided or to deliver replacements satisfactory to 3M, in each case free of charge and at Supplier's risk. In urgent cases, or if Supplier is tardy, 3M shall be entitled at its option to have the flaws or defects repaired or to replace the flawed or defective goods, in either case at Supplier's cost. 3M shall in its sole discretion, at Supplier's cost, be entitled to recall such goods purchased that may have the potential to cause unreasonable danger to the assets of third parties, human health or safety of life. Supplier shall indemnify 3M and its affiliates against any loss or damage to property and against any claims in respect of loss damage or injury (including death) made against 3M and its affiliates by third parties and any costs and expenses arising in connection therewith resulting from Supplier's failure to comply with these Terms and Conditions (whether negligent or otherwise) and in particular but without prejudice to the generality of the foregoing are in consequence of a defect in the goods, their material construction workmanship or design or any work or services carried out by Supplier. Supplier's guarantees shall also extend to parts manufactured by subcontractors, unless expressly agreed upon in writing to the contrary. The guarantee period shall be twenty-four (24) months from the date of delivery or in the case of machines, equipment or work performed, 48 months from the date of acceptance by 3M, unless the statutory regulations specify a longer period. Replacements and repaired items shall also be covered by the same guarantee as the delivered goods. In cases of successive deliveries 3M can withdraw from the entire order if at least two deliveries have been made incorrectly or defectively. Supplier guarantees that services will be timely, expertly and properly performed, by qualified personnel with adequate care. 3M shall be entitled to have flawed or defective services re-performed any time after 3M discovers such flaws or defects in the performance of services. 3M will not, under any circumstances, be liable to Supplier for special, indirect, or consequential damages (including but not limited to, loss of profits) in any way related to goods, services, an order, or its termination, regardless of the legal or equitable theory on which the damages are sought.

8. Intellectual Property Rights, Indemnification, Insurance. Supplier shall ensure that the delivery and use of the goods do not infringe the patent, design, copyright, business secrets or any other rights of third parties. In the event of an infringement, actual or alleged, Supplier shall indemnify and hold harmless 3M from and against any and all costs and liability incurred by 3M as a result thereof. This provision shall not apply to purchase orders for items entirely designed by 3M. Supplier agrees to indemnify 3M and hold it harmless from and against any loss suffered and any liability incurred whenever such loss or liability is caused by breach, conduct, violation of law, or negligent act or omission of Supplier, its employees, agents or subcontractors. Supplier assigns to 3M all rights (including but not limited to copyrights, to the extent assignable) in all deliverables that were specifically developed by Supplier for 3M or that were developed jointly by Supplier and 3M hereunder. Supplier shall not supply any goods based on 3M's design or customized for 3M to any third parties. Supplier shall maintain insurance coverages at levels of insurance acceptable to 3M in 3M's sole discretion and shall provide 3M with written proof of insurance when requested.

9. Compliance with Laws. Supplier represents, warrants and covenants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives will perform all obligations under these conditions in compliance with all: (a) national country, local, state, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-corruption (example: UK Bribery Act and US Foreign Corrupt Practices Act), competition, regulation of trade (including but not limited to export control, embargo and sanctions, anti-boycott and import laws), the environment, transportation, safety, health, and employment that apply to 3M, Supplier, either party's business, and the products and/or services to which these Terms and Conditions relate; and (b) standards of business conduct that are consistent with 3M's Code of Conduct located at https://www.3m.com/3M/en_US/ethics-compliance/. Upon reasonable notice 3M shall be entitled to carry out on-site/off-site audits of the Supplier and its sub-suppliers. 3M may carry out such audits in person or through a third party.

10. Production Discontinuation. Prior to Supplier's discontinuing the manufacture or sale of any good identified in any purchase order issued by 3M during the preceding twelve months: (a) Supplier will fill all current purchase orders for that good; (b) Supplier will give 3M at least six months' prior written notice of that discontinuation; and (c) 3M will have the right to issue a last-time buy order for, and Supplier will deliver, that discontinued good at its then-current price in an amount up to 3M's largest twelve-month purchase volume (based on purchase orders issued).

11. Governing Law, Place of Jurisdiction. A purchase order as well as the commercial and contractual relationship between 3M and the Supplier shall be governed without regard to any conflict of law provisions. The provisions of the Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The place of jurisdiction shall be Zurich/Switzerland. However, 3M is also entitled to file actions against the Supplier in any other courts holding jurisdiction over him.