

3M TERMS AND CONDITIONS OF SALE

1. Definition

In these terms and conditions of sale, unless the context otherwise requires:

“3M” means the 3M entity named in the quotation, order acknowledgement form, proforma or tax invoice issued by 3M, as the case may be.

“Customer” means the person or company named in the quotation, order acknowledgement form, proforma or tax invoice issued by 3M, as the case may be (and in the case of an individual, his executors, administrators and assigns and in the case of a company, its successors and assigns).

2. Acceptance

These terms and conditions of sale shall apply to the relationship between 3M and Customer in connection with purchase orders (“Order” or “Orders”) placed by Customer and sales of finished product by 3M to Customer except as otherwise agreed or amended in writing by the parties through distributor agreements, sale agreements, 3M quotations or otherwise agreed in writing. In such cases, to the extent that there is any conflict, the terms in the distributor agreements, sales agreements, 3M quotations or otherwise agreed in writing shall apply.

3. Orders

Orders are subject to acceptance by 3M in whole or in part. 3M reserves the right to apply a minimum order quantity and/or value for the products. Unless otherwise agreed in writing by the parties, any provisions in Customer’s Orders or communication which conflict with or are additional to these terms and conditions of sale shall not be applicable to any sales or supply of products and these terms and conditions of sale shall prevail.

4. Prices

Prices for products will be in accordance with the 3M published price list or valid quotation/proposal, as the case may be, at the date of the Order. Prices are subject to change by 3M with 30 days’ prior written notice to Customer unless otherwise agreed by 3M and Customer in writing. Except as otherwise specified in the quotation/proposal or 3M’s published price list, prices are exclusive of all applicable taxes, insurance and/or duties and delivery costs unless otherwise agreed, nor do they include any associated expenses. The price shall be exclusive of any withholding tax payable by Customer, and in no event shall Customer be entitled to withhold or deduct any such tax from the price. In addition, Customer will be charged for applicable taxes, freight costs and any work performed by 3M to integrate the products with Customer equipment. Customer shall be liable to pay all applicable taxes at the rate and in the manner from time to time prescribed by law. If exemption from taxes is claimed, Customer must provide a certification of exemption. If products are exported out of the country with 3M’s prior written authorization, Customer must provide proof of export such as bill of lading, air waybill, export permit along with the transport vehicle registration number, consignment note from courier company, subsidiary export certificate or note of shipment applicable to the mode of export (“Proof of Export”) within thirty (30) days of 3M’s Invoice. If Customer fails to provide the relevant exemption or proof of export, Customer agrees that 3M may charge Customer for any taxes (including value added tax or goods and service tax) which would not have been payable had Customer provided such documents and agrees to pay 3M all such charges within fourteen (14) days of 3M’s request. Customer further agrees and undertakes to indemnify and keep indemnified 3M against all taxes, claims, liability, losses, damages, liens, judgments, duties, penalties, fines, fees and costs whatsoever that 3M may suffer as a result of Customer’s failure to comply with any applicable laws and regulations including but not limited to tax laws.

5. Payment Terms

The normal terms of sale are on the basis of full settlement of account (without deduction or set-off) prior to dispatch of products by 3M. No payment shall be deemed to have been made until 3M has received the cleared funds. Credit may be given to approved Customer who prior to the date of acceptance of the Order have lodged an application for credit in writing on the form prescribed by 3M and their credit worthiness has first been approved by 3M in writing prior to the placing of the Order. 3M is authorized to make all reasonable enquiries as to the credit worthiness and financial responsibility of a customer who has applied for and/or has been given credit. Where credit is given, full settlement of account (without deduction or set-off) must be made within the customer’s credit payment terms beginning from the date of tax invoice issued by 3M. Failure to pay an account on the due date entitles 3M to suspend delivery, refuse further orders and cancel any existing Orders without further notice. Credit may be withdrawn if Customer exceeds credit limit. Interest is chargeable on overdue balances in accordance with 3M policy and the rate of interest may be varied from time to time. Customers may be required by 3M to give security and/or surety/guarantee. 3M is entitled to recover all and any legal and other costs and expenses arising from the collection of any overdue monies.

6. Deliveries, Risk and Title

All deliveries shall be in accordance with the delivery terms set out in quotation or order acknowledgement form issued by 3M, as the case may be, unless otherwise specified. If Customer does not accept delivery of the products which have been delivered

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at the agreed destination or 3M is unable to deliver the products on time because Customer has not provided appropriate instructions, documents or authorizations: (i) the products will be deemed to have been delivered to Customer; and (ii) Customer will be liable for all related costs and expenses (including without limitation storage, labor, transportation, insurance, fees, taxes and duties). Any applicable custom duties, taxes or levies shall be the responsibility of the Customer or 3M depending on the delivery terms. Unless otherwise stated in the agreed delivery terms, all risks and title in relation to the products shall pass to the customer upon delivery. While 3M will use reasonable efforts to deliver within time specified in the quotation, order acknowledgement form, proforma or tax invoice issued by 3M, as the case may be, 3M shall not be liable to the Customer for any losses in respect of late delivery, failure by 3M to deliver the products ordered, part shipments or any non-performance or any consequences arising therefrom. Customer will upon receipt of the products inspect the products and lodge any complaint with 3M within 30 days of receipt of products. All notice of complaints of damages upon receipt shall be accompanied by evidence of the damage (including photographs). 3M's representative has the right to verify the damage and shall advise Customer on further actions. 3M will not be liable to Customer for any claim for loss or damages of any kind for failure by 3M to deliver if such failure is due to force majeure or causes beyond the control of 3M.

7. Warranty

The following warranty is made in lieu of all other warranties or representations previously made or implied.

3M warrants its products against defects in materials and workmanship for the applicable warranty period (the "Warranty Period") under normal use and service. The Warranty Period is stated on the product packaging or is otherwise notified by 3M in writing. Within the Warranty Period, Customer must give 3M written notice of any warranty claims or all such warranty claims are waived. Where no Warranty Period is stated, 3M warrants that each Product meets the applicable 3M Product specification at the time 3M ships the Product.

If a product is proven not to have met 3M's warranty, to the extent permitted by applicable law, 3M's sole obligation and Customer's exclusive remedy, will be at 3M's option, to replace or repair the product or to issue a credit note for the purchase price in favour of Customer. 3M has no obligation under 3M's warranty for any product that has been modified or damaged through misuse, accident, neglect, or subsequent manufacturing operations or assemblies by anyone other than 3M.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3M'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND 3M MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE OF ANY SORT WHATSOEVER. BEFORE USING, CUSTOMER SHALL DETERMINE THE SUITABILITY OF THE PRODUCT FOR CUSTOMER'S INTENDED USE AND CUSTOMER ASSUMES ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. THE ABOVE CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. The foregoing warranties and remedies shall not apply to any experimental or developmental Product, which is sold "as is" and without any warranty.

8. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 3M BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, SAVINGS, REVENUE, OPPORTUNITY, GOODWILL, INFORMATION, BUSINESS OR USE OR BUSINESS INTERRUPTION OR INCONVENIENCE) FOR ALL MATTERS ARISING OUT OF OR RELATED TO 3M'S SUPPLY OF PRODUCTS, THESE TERMS AND CONDITIONS OF SALE OR FROM THE INABILITY TO USE THE PRODUCTS, EVEN IF 3M HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OF SALE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF 3M AND 3M'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONSULTANTS, AND ANY OF THEM, TO CUSTOMER AND ANYONE CLAIMING BY OR THROUGH CUSTOMER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO 3M'S SUPPLY OF PRODUCTS, THESE TERMS AND CONDITIONS OF SALE OR FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE PURCHASE PRICE OF THE 3M PRODUCTS OR SERVICES UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLIES TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

9. Cancellation

Once accepted by 3M, no Orders may be cancelled by Customer unless agreed upon by 3M in writing. In the event of any cancellation, any work-in-process or non-returnable inventory will be billed to Customer. 3M may cancel Order in the event of discontinuation of production of the ordered product or a lack of stocks.

10. Use of the 3M Name

Customer will not use the name of 3M or its logo in any manner whatsoever without the prior written approval of 3M.

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11. Proprietary Rights

These terms and conditions provide for sale of finished products only. Customer shall not acquire or receive any right or title relating to any design, drawing, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling and other hardware, software, or information of the products. Unless 3M's prior written consent is given, in no event shall Customer permit any non-public data, drawings or information including any quotation or proposal to be: a) disclosed to any third party; b) used by Customer for manufacturing of like or similar products; c) used for purposes of decompiling, duplicating, reverse-engineering, or disassembling 3M's proprietary designs, processes or products, d) used by a party other than Customer for any purpose.

12. Export Control

Customer shall not re-export any products or related documentation unless 3M's prior written authorization is given. Customer agrees to abide by all applicable laws and regulations of the re-exporting country when re-exporting 3M products. Customer will comply with all applicable trade laws and regulations and acknowledges that it is not authorized by 3M to purchase 3M products for end-use in Cuba, Iran, Sudan, Syria, and North Korea.

Customer shall be responsible and hold 3M harmless from and indemnify 3M from any losses arising from any and all obligations, costs, expenses, losses fines or penalties, which arise due to the re-export of 3M's products.

The obligations of this section are material provisions of these terms and conditions of sale and/or Orders, shall apply to Customer and any and all of its subsidiaries, affiliates, and personnel, and shall survive the completion, early termination, cancellation, or expiration of these terms and conditions of sale.

13. Compliance with Laws

Customer is responsible for the products after delivery by 3M. Customer will comply with all international, national, state and local laws, regulations and rulings that apply to Customer and its use and resale of the products, as well as comply with the standard industry practice for the installation and use of the products. It is 3M policy to comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all applicable local laws where 3M operates, and to accurately reflect all transactions on 3M's books and records. Customers who act on 3M's behalf must comply with these same laws and practices. If requested by 3M, Customer shall furnish relevant business conduct information and certifications of compliance. Otherwise 3M reserves the right not to accept Orders from such Customers.

14. Returns, Disposal

(a) Returns: Unless otherwise notified by 3M to Customer in writing, the following returns policy shall apply for all products supplied by 3M. If any products are found to be defective or develop a defect within the Warranty Period the Customer must notify 3M prior to the actual return of the products. If 3M needs to repair the products during the Warranty Period, the relevant 3M service department will issue the Customer a Return Authority (RA) or Returns Goods Authorization number. The Customer must write the RA number or RGA number in bold on the outside of the box and ship to 3M according to 3M instructions. Customer shall be responsible for the cost of shipping the products to 3M and the risk of loss or damage to the products in transit. If the Warranty Period has expired, Customer should request 3M for an estimated repair cost, and if agree, place an Order. 3M will provide the Customer with an RA number or RGA number. Any product returned to 3M without an RA number or RGA number will be refused at the 3M dock. 3M may withhold repairs or replacements for customers with delinquent accounts.

(b) Disposal: In certain circumstances, 3M may request Customer to dispose the defective product. The Customer must obtain written approval from 3M along with RA or RGA number. The Customer must ensure they select appropriate authorized waste vendors that meet both local and 3M waste disposal requirements and provide 3M with proof of disposal such as photographs and disposal documents issued by the authorized waste vendor. The Customer shall be fully and solely liable for any consequential or incidental losses or damages arising as a result of non-compliance with local laws and 3M waste disposal requirements.

15. Privacy

Customer consents to the processing of personal data by 3M, if any, to (a) provide services to Customer, (b) fulfill its obligations pursuant to these terms and conditions of sale, (c) fulfill associated administrative functions, (d) manage marketing and client relationship purposes and for any purposes permitted by law and in accordance with 3M's privacy policy. A copy of 3M's privacy policy shall be provided on Customer's request. Consent to the processing of personal data is not a condition to the provision of products by 3M (save where it is reasonable or necessary to the performance of such provision of products). In this regard, the term "processing" shall include, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of personal data. Customer further consents to receive from 3M unsolicited commercial information by electronic means.

16. Whole Agreement and Variation of Agreement

3M reserves the right to change these terms and conditions of sale at any time by providing at least thirty (30) days prior written notice to Customer. These terms and conditions of sale set out the whole of the terms and conditions of sale between 3M and

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the Customer except to the extent that any variation of the terms is confirmed in writing by 3M. If any part, term or provision contained herein shall be held illegal or unenforceable, the validity or enforceability of the remainder of these terms and conditions of sale shall not be affected.

17. E-signature

The parties agree that the electronic signature of a party to the quotation, Order or any document forming these terms and conditions of sale shall be as valid as an original signature of such party and shall be effective to bind such party to the quotation or Order. The parties agree that any electronically signed document (including this agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall challenge the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means, digital or encrypted signature; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

18. Confidentiality

Except as required by applicable law or with the prior written consent of 3M, Customer shall maintain the confidentiality of any information disclosed to it during the effectiveness of these terms and conditions of sale.

19. Waiver

If either party waives any breach of these terms and conditions of sale by the other party, that waiver shall not be deemed to be a waiver of future compliance.

20. Governing Law and Dispute Resolution

Except where Customer is located in Frontier Market Countries, these terms and conditions of sale shall be governed by the laws of the country where the Order is placed. For purposes of this section, a Purchase Order is deemed to have been placed in the country where the Order is to be performed, regardless of the ordering platform or process used to place the Order. 3M and Customer irrevocably submit to the exclusive jurisdiction of: (1) the courts of Singapore if the Order is placed in Singapore; (2) the courts of Malaysia if the Order is placed in Malaysia; (3) the courts of Thailand if the Order is placed in Thailand; (4) the courts of Philippines if the Order is placed in Philippines; (5) the courts of Vietnam if the Order is placed in Vietnam; (6) the courts of South Jakarta if the Order is placed in Indonesia, to settle any disputes arising from the Order placed by Customer, the supply of products by 3M or these terms and conditions of sale. The following shall apply where Customer is located in Frontier Market countries comprising of Laos, Cambodia, Myanmar, Bangladesh, Bhutan and Nepal: (i) these terms and conditions of sale shall be governed by the laws of Thailand; (ii) any disputes arising out from the Order placed by Customer, the supply of products by 3M or these terms and conditions of sale which cannot be settled through amicable negotiation within sixty (60) days of the date of a party's request in writing for such negotiation shall be referred to and finally resolved by binding arbitration to be conducted in English language in Thailand in accordance with the Thai Arbitration Institute ("TAI Rules") for the time being in force which rules are deemed to be incorporated by reference into this section; (iii) the arbitral award shall be final and binding on the parties and judgment on the award may be entered by any court having competent jurisdiction; and (iv) all costs of arbitration shall be shared equally among the parties to the arbitration, except attorneys' fees and costs, which shall be borne by the party incurring such fees and costs unless otherwise ordered by the arbitrators.