

The terms and conditions set forth below, together with the written information contained in this purchase order, all attachments & exhibits attached hereto, all specifications, drawings, notes, instructions, other written materials and information referred to therein, shall apply to this purchase order (collectively referred to herein as "Purchase Order/ PO"). In the absence of any written agreement between 3M and the seller, this Purchase Order constitutes the entire agreement between 3M entity in India and Seller with respect to the purchase of the products and/or services described under this PO and supersedes all prior oral and written communications relating thereto.

1. ACCEPTANCE

Seller's acknowledgment or supply against this PO shall constitute Seller's acceptance of all of the terms and conditions herein. None of the terms and conditions of the Seller shall be applicable to the business contemplated hereunder, irrespective of it being attached to any documents to be provided to 3M and which is signed by 3M only as proof of receipt of such documents and not acceptance of the terms and conditions contained thereunder. No term or condition of this Purchase Order may be amended or deemed to be waived, except in writing signed by both parties. The Purchase Order shall be acknowledged by the Seller with delivery dates within 48 hrs of receipt of the same from 3M failing which the dates mentioned in the Purchase Order shall be considered as agreed by the Seller and committed delivery dates.

2. SHIPMENT AND DELIVERY

- a. Time is of the essence under this Purchase Order. Seller shall immediately notify 3M in the event that Seller's timely performance under this PO will be delayed or is likely to be delayed, in whole or in part, and Seller shall provide 3M with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by 3M of any of Seller's obligations hereunder. If only a portion of the products specified in this PO is available for shipment to meet the delivery date, Seller shall, unless 3M instructs otherwise, (i) ship the available products in time to ensure timely delivery and (ii) ship, at Seller's own costs, the remaining portion of the products as soon as such products become available.
- b. Seller shall ensure to deliver the products and/or services ordered by 3M no later than the delivery date specified in the PO ("Delivery Date"). If not due to the sole fault of 3M, the specified mode of transportation would not permit Seller to meet the Delivery Date, Seller shall ship such products by air freight or other expedited means acceptable to 3M, and Seller shall pay the costs of freight for such expedited shipment over the cost of the specified mode of transportation. If Seller fails to deliver the products and/or services ordered by 3M on or before the Delivery Date, then 3M may terminate this PO or charge on the Seller the entire loss of production of the finished product.
- c. If the products ordered by 3M are delivered more than three (3) workdays prior to the Delivery Date, 3M may in its sole discretion either reject the products and return the shipment to Seller or accept the product and/or services on mutual consultations.
- d. Seller expressly warrants that the products and where applicable product/ services and product literature will: (a) be free from any encumbrance or any defect in design, materials, manufacture and workmanship (b) conform to the specifications; and (c) not infringe any intellectual property rights of a third party. Seller also warrants that Seller has no third-party obligations that will conflict in any way with Seller's obligations under this PO. In addition to any other available remedies, 3M may reject any product not meeting Seller's warranties or 3M specifications or non-conformance products or services. Seller will, at 3M's option, either

replace the affected product without charge, or reimburse 3M the applicable price for that product plus any 3M materials' delivered cost or if reworking permits without any damage or affecting the requirement of 3M, to rework and incur all such costs of reworking, transportation (both ways) , insurance and all related costs including removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit required to deliver conforming products. 3M's acceptance of delivery, inspection, or payment for any product/ service does not waive any seller warranties. Seller will assist 3M in investigation of, and corrective action for, product complaints by 3M customers. In addition to any other available remedies, on notice of an intellectual property infringement claim relating to a product/ service, Seller will, at its own expense, use all reasonable efforts to: (i) provide 3M with assurance that such claim is not valid; (ii) procure for 3M the right to continue using the affected product/service ; or (iii) substitute another non-infringing product which, in 3M's reasonable opinion, has at least equal performance and cost to the affected product/ service. Any applicable warranty period shall be suspended upon notice that nonconforming products have been furnished until they have been repaired or replaced and redelivered to 3M postage or freight prepaid, or in the case of nonconforming services, have been corrected.

- e. Due Diligence: Seller represents and warrants that any statements and their information provided by Seller, its representatives, directors and employees during 3M's due diligence process of assessment of Seller's compliance history and practices, whether provided to 3M or to 3M's authorized representatives, were accurate at the time of due diligence and undertakes to notify in writing to 3M of any change in such compliance.
- f. Seller shall preserve, pack, package and handle the products ordered by 3M so as to protect the products from loss or damage in accordance with the directions issued by 3M's from time to time or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition. Seller shall be liable for all such losses, damage and shall promptly refund to 3M the amount of any loss or damage due to Seller's failure to properly preserve, pack, package or handle such products.
- g. Seller shall include with each shipment or products a packing list, which sets forth the number of this PO, the 3M part number of each of the product shipped, a description and the quantity of each of the products shipped and the date of shipment. The PO numbers should be plainly visible on all invoices, packages, bills of lading and shipping orders provided by seller.
- h. All customs, duties, costs taxes, insurance premiums and other expenses relating to such transportation and delivery shall be as per the INCO terms agreed between 3M and the Seller.
- i. Seller shall provide (along with the products) for Certificate of Analysis or Test Certificate for all such products that require such certification. 3M may not accept such products not provided with Certificate of Analysis or Test Certificate at the time of delivery.
- j. Seller shall provide supporting document such as travel bills, food bills, stay bills and other relevant bills adding to the overall amount in case of marketing event.

3. PRICE AND TAXES

- a. Seller represents and warrants to 3M that the prices for the products and/or service provided under this PO are the lowest prices at which Seller has sold or is willing to sell such products and/or services taking into account any differences in quantities, schedule and other substantive terms. 3M shall be entitled to any price reduction which Seller makes to others for comparable products or services as on (i) the Delivery Date

for the products and / or the date upon which Seller is to begin performing his services hereunder, (ii) the date of actual delivery of the products and/or date upon which Seller commences the services, or (iii) the date of acceptable invoice for the products and / or services is received by 3M, whichever is later.

- b. In the absence of any pre-agreed payment terms, all rightful and undisputed payments due for the goods/ services supplied under this PO shall be paid within (60) days following: (i) the Delivery Date or (ii) the date of 3M's acceptance of all of the goods and/or services hereunder, or (iii) 3M's receipt of a valid invoice containing all the necessary details, whichever is later.
- c. Seller shall pay, without charge to 3M, any or all central, state, or local tax or other governmental levies, charges or assessment relating to supply of any of the products or provision of services hereunder, unless expressly otherwise provided in any exhibit attached to this PO.
- d. Seller shall, without recourse to 3M, be fully and solely liable for (a) timely payment of all taxes, duties, levies, (including but not limited to all such indirect taxes as may be applicable) and / or other statutory dues as applicable under relevant laws in relation to [supply of products or provision of services] under this PO and (b) any consequential demands, penalties, fines, damages etc. arising as a result of non-compliance to (a) above. It is hereby clarified that 3M shall, in no manner, be responsible or liable for the Seller's obligations under these terms.
- e. As may be applicable, 3M may deduct withholding taxes (TDS) under applicable section of Income Tax Act, 1961.
- f. Goods and Service Tax:
 - (i) From the effective date and upon implementation of GST Laws in India, all such terms and references in this PO that require or may require modification or amendment in order to reflect and enable the implementation of applicable provisions of the GST laws by 3M and Seller shall stand amended and shall be read as per the provisions of GST laws in force and as amended from time to time, notwithstanding anything contrary or inconsistent contained in this PO.
 - (ii) Seller undertakes to levy applicable GST in accordance with the GST Laws. Seller shall ensure to make payment of GST amount against the GST TIN Number of the jurisdiction as provided by 3M to Seller in writing or as mentioned in the PO. Seller undertakes to remit applicable GST to the appropriate tax jurisdiction of the applicable taxing authority within the time specified in the applicable law. Seller undertakes to submit all necessary information, documents and other evidences, including in particular, copy of Seller's certificate of registration with tax authorities, copy of challan evidencing payment of GST by Seller and such other documents that may be required by 3M to enable 3M to claim the credit of GST charged to it by Seller. In the event, Seller fails to remit the GST amount as stated above, or remits the same to a jurisdiction not as per GST TIN Number as provided by 3M, or claims that it has made the remittance, but the same is not reflected in the GST network of 3M, then Seller shall become liable to promptly, without delay or demur, reimburse to 3M within 30 days of 3M making a claim (1) all the GST payable for the supply of products or services, and/or (2) the disallowed or unavailable credits which otherwise 3M would be entitled under the applicable law if the GST was properly remitted by Seller within the time period stated above and (3) the interest and penalties associated with such disallowed or unavailable credits and (4) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority from 3M.

- (iii) Seller shall ensure to pass on to 3M the benefit of availability of credit and reduction in the rates of output tax. Further, in case any tax or government authority asserts that Seller has not deposited certain taxes under the GST Laws with the taxing or government authority, and / or disallows the credit of GST with or without interest and / or penalty, Seller hereby agrees to indemnify 3M for such taxes and hold 3M harmless on an after tax basis from and against any taxes, interest and penalties levied or asserted by the taxing or the government authority in connection therewith. Seller acknowledges and agrees that in the event any tax proceedings are initiated against 3M, Seller shall fully co-operate with 3M by furnishing all information on timely basis as may be required by 3M from Seller, including but not limited to confirmation of booking/accrual of income.
- (iv) Seller acknowledges and agrees that adherence to compliances would be monitored by the taxing authorities and any defaults may result in blacklisting or special scrutiny of either of the Parties. Accordingly, in the event of continuing defaults by the Seller, which results in any kind of adverse actions against 3M including special scrutiny of the books of accounts of 3M, then 3M shall have the right to immediately.
- (v) Seller shall be solely responsible for true and correct classification (HSN/SAC based) of the goods/services in accordance with GST Laws. Seller shall, on request from 3M, forthwith provide documents supporting the basis of its classification of goods/services. Seller undertakes to indemnify 3M for any loss or reduction of input credit availed by 3M, due to incorrect classification (HSN/SAC based) by the Seller.

4. INSPECTION / ACCEPTANCE

Title and risk of loss to items shall pass to 3M on acknowledgement of receipt of the products, unless earlier passed pursuant to other provisions of this order. The Seller shall bear liability for any damage caused by inadequate packaging of the products.

3M shall be entitled, at any time (in some circumstances only upon prior written notice to Seller), to inspect Seller's premises used for manufacture of the products, including the facilities, personnel and equipment used to manufacture the products or at assigned third party testing laboratory / premises of the Seller. Seller shall carefully inspect all products prior to shipment to 3M. 3M may reject any portion or all of any shipment of products that does not conform to the applicable specifications or descriptions of the products contained in the PO and may return such rejected products to Seller. 3M's payment to Seller for products or services prior to 3M's timely rejection of such products as non-conforming shall not be deemed as acceptance of the products or services by 3M. 3M shall have the right to charge Seller for loss of production due to quality issue and for products/ services not meeting 3M's specifications. Seller shall ensure that all related technical documents /drawings, as may be necessary, are available with the Seller prior to dispatch and provide to 3M upon request.

5. CHANGE ORDERS

- a. 3M may, at any time prior to the Delivery Date, by written communication suspend its purchase or products or services hereunder, change the quantity or products or the scope of services ordered or the Delivery Date or make changes in, (i) applicable drawings, design or other specifications, (ii) the method of shipment or packing, and/or (iii) the place of delivery or the specified location for the services to be performed

- b. If a change by 3M under 5 (a) above causes an increase in the cost of product or the time required for Seller's performance under this PO, and Seller so notifies 3M promptly in writing, then the price and/or delivery schedule of the product or service corresponding to such changed portion(s) of this PO shall be equitably adjusted as mutually agreed upon by both parties, and the parties shall modify this PO accordingly in writing. Seller shall request such an adjustment no later than twenty (20) days from the date of Seller's receipt of 3M's notification of a change, however, such period may be extended upon 3M's written approval.

6. TERMINATION FOR CONVENIENCE

- a. 3M may cancel/terminate this PO in whole or in part, at any time by written notification to Seller.
- b. Upon such termination, Seller shall, to the extent and at the time specified by 3M, stop all such work under this PO , place no further orders for material to complete such work, assign to 3M all of Seller's rights, title and interest under terminated subcontracts and orders, settle all claims thereunder (after obtaining 3M's written prior approval), protect all property in which 3M has or may acquire an interest, and transfer title and make delivery of all articles, materials, work in process and other things held or acquired by Seller in connection with the terminated portion of this PO . Seller will proceed promptly to comply with 3M's instructions respecting each of the foregoing without awaiting settlement or payment of any termination claim it may have against 3M.
- c. Within three (3) months after such termination, Seller may submit in writing to 3M any valid claim for termination charges in the form and with the certifications as may be required and communicated by 3M from time to time. Failure to submit such claim within such three (3) month period will constitute Seller's waiver of all claims against 3M and a release of any and all of 3M's liability arising out of such termination.
- d. The parties may, after mutual consultations in good faith, agree in writing upon any amount to be paid by 3M to Seller for such termination. In absence of such an agreement, 3M in its sole discretion shall evaluate and as deem fit pay Seller the following amounts: (i)the price set forth in this PO for all products completed or services rendered in accordance with this PO to the extent not previously paid for; or (ii)the actual reasonable cost incurred and paid by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of this PO.
- e. Any such termination will be without liability to 3M except for completed products delivered and accepted by 3M. 3M may require Seller to transfer title and deliver to 3M any or all property produced or procured by Seller for performance of the work completed as of the termination and Seller shall be credited with the reasonable value thereof not to exceed Seller's cost or the order price, whichever is less. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of re-procurement. Termination of the order pursuant to this subparagraph shall be without prejudice to any other rights and remedies of 3M under statute, equity or common law.

7. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- a. Seller agrees that any data, design, specification it obtains from 3M which also included , without limitation, technical , trade secret , commercial or financial information about the research or development , machinery , manufacturing processes , designs, engineering ,marketing plans customer contacts, organization, or operations of 3M Company, its

subsidiaries or affiliates (collectively referred to as "Confidential Information") shall be considered as confidential. Except as required to perform its obligations under the PO and expressly permitted herein, Seller shall hold in confidence and not use or disclose any Confidential Information without 3M's prior written consent and shall similarly bind its employees, consultants, and subcontractors in writing. Seller shall not disclose any Confidential Information to any person or entity other than those employees, consultants or subcontractors of Seller who have a legitimate need to know to perform the obligations under this PO perform the obligations under this PO. Seller's nondisclosure obligation here under shall not apply to information which it can document, is generally available to the public or was rightfully disclosed to Seller by a third party without restriction. Upon 3M's request, or on completion of its obligations under this PO or earlier cancellation of this Purchase Order, Seller shall promptly return all Confidential Information and any copies thereof to 3M.

- b. Nothing in this PO or any exhibit forming part of this PO shall be construed as granting any license under any intellectual property rights except as separately agreed in writing.
- c. No Seller will indulge in price fixing or exchange of bidding/negotiation/terms and conditions details with anybody including sharing with 3M representative. Seller shall ensure that the entire bidding process is kept confidential even if the contract is awarded/not awarded on to the Seller.
- d. Exclusions: Information shall not be considered confidential to the extent, but only to the extent, that Confidential Information is: (i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly. Seller shall protect Confidential Information disclosed to it using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of such Confidential Information as the Seller uses to protect its own confidential information of a like nature.
- e. Seller shall indemnify and hold harmless 3M from any and all damages, costs, including legal fees, losses, and liabilities resulting from a suit, claim or proceeding of alleged infringement of any intellectual property right by reason of the sale or use of any product and/or services sold to 3M hereunder and from reasonable expenses incurred by 3M in defense of such suit or proceeding if Seller does not undertake the defense thereof; provided, that Seller is notified of any such suit. In the event of an injunction or restraining order, Seller shall, at its own expense, either procure for 3M the right to continue to sell and use the products and/or services, or replace or modify the products and/or services so that it becomes non-infringing. Seller shall also indemnify 3M's customers and agents for such infringement if and to the extent that 3M has agreed so to indemnify them.
- f. Seller acknowledges that 3M shall have exclusive, unlimited ownership rights to all works performed under this Purchase Order and all materials, information and/or deliverables and products prepared hereunder or developed or performed hereunder, both as individual items and/or a combination of components and whether or not the schedule is completed. To the extent that exclusive title and/or ownership rights may not originally vest in 3M as contemplated hereunder, Seller hereby agrees to irrevocably assign, transfer and convey to 3M all right, title and interest therein.

8. COMPLIANCE WITH LAWS.

For purpose of this Article: (a) all rights of 3M and all obligations (including all covenants, warranties and representations) owed to 3M will also inure to the benefit of all 3M affiliates, including, without limitation, all parent, subsidiary and other related entities; and (b) all references to "Company" will mean the non-3M party or parties signing this Agreement.

8.1. Compliance with Laws and Policies

- 8.1.1 Compliance. Company represents, warrants and covenants that Company and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Company's obligations under this Agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (for example: all country anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), taxation, money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as "Laws") that apply to 3M, Company, either party's business, and the 3M products and/or services to which this Agreement relates. Company will observe standards of business conduct that are consistent with 3M's Code of Conduct and underlying Principles located at https://www.3m.com/3M/en_US/ethics-compliance/code/, as well as, if applicable 3M's Supplier Responsibility Code located at [3m-supplier-responsibility-code-eng.pdf](#). Company further represents and warrants that neither it nor its Representatives will take any action that might cause 3M to violate any Law. Company will advise 3M immediately if it learns, or has any reason to know, of (i) any violation of any Law by Company or its Representatives that occurred or may have occurred in performing Company's obligations under this Agreement or (ii) any failure of Company or any of its Representatives to comply with Company's obligations under this Article.
- 8.1.2 Compliance Awareness and Training. Company ensures that Company and its Representatives involved in the performance of Company's obligations under this Agreement are knowledgeable about what is permissible and prohibited conduct under this Article. If requested by 3M or the Company, Company and its Representatives will receive specific training.
- 8.1.3 Compliance Investigation. During this Agreement's term and for so long as 3M is subject to liability under an applicable statute of limitations period, 3M shall have the right to conduct an investigation into whether any such non-compliance with this Article has occurred and Company will assure that Company and its Representatives cooperate with any investigation by 3M or its Representatives, including making available, upon the request of 3M or its Representatives, any of Company's and its Representatives' records, including, but not limited to pertinent data, assets, books and financial accounts ("Records"), as well as interviews of their personnel.

In addition, during this Agreement's term, if 3M has reason to believe that Company and/or any of its Representatives may not be in compliance with their obligations in this Article, then 3M will, in addition to all other available remedies including its termination rights, have the right,

at 3M's sole discretion, to suspend its performance under this Agreement until confirmation that no breach has occurred. 3M will not be liable to Company and/or any of its Representatives for any claims, losses or damages related to that suspension.

8.1.4 Compliance Audit. As part of 3M's own efforts to ensure its business operations are conducted in compliance with the Laws, during this Agreement's term and for five years thereafter, 3M may choose to conduct audit(s) of Company's compliance with its obligations under this Article. 3M will provide reasonable prior notice of such audit, and Company will cooperate in any such audit(s), including making Records (as defined in this Article) available, allowing review of Company's and its Representatives' Records that relate to Company's obligations under this Agreement, and interview of their personnel. 3M will incur the cost of any audits under this "Compliance Audit" provision and determine, in its sole discretion, the scope, method, nature and duration of an audit.

8.2. Anti-Bribery

8.2.1 Prohibited Payment.

- (i) The Parties intend that no Prohibited Payment (as that term is defined below) will be made with the purpose or effect of accepting or acquiescing in, public or commercial bribery, extortion, kickbacks, money laundering or other unlawful or improper means of obtaining, directing or retaining business. Accordingly, without regard to what any local law may permit or prohibit, Company represents, warrants and covenants that Company and its Representatives have not made, and will not make, authorize, or offer to make, in connection with this Agreement or any other business transaction involving 3M, either directly or indirectly, for the purpose of obtaining, retaining or directing business or securing any improper advantage in connection with this Agreement or any other business transaction relating to 3M, any loan, gift, donation, payment, or transfer of any other thing of value (collectively referred to as a "Prohibited Payment") to any person or entity, including but not limited to: (a) a Government Official (as defined below) or for the benefit of any Government Official; (b) any family member of a Government Official; (c) any officer, director, employee or representative of 3M, an anticipated or current 3M customer or vendor, or any affiliate of either, for that person's personal benefit.
- (ii) This Section will not prohibit modest and infrequent business entertainment and gifts, provided those are: (a) lawful and aligned with 3M's policies; (b) reasonable in the applicable industry, have a legitimate business purpose and are appropriate to the occasion; and (c) accurately and completely described in Company's Records.

8.2.2 Government Official. "Government Official" means: (a) any employee or officer of a government, including, without limitation, any federal, regional or local department, agency or instrumentality of a government, or an enterprise owned or controlled, even in part, by a government; (b) any political party or any official or employee of a political party; (c) any official or employee of a public international organization (such as

the World Bank or United Nations); (d) any candidate for political office; and (e) any person acting in an official capacity for, or on behalf of, any entity identified in subparts (a) (b), (c) and (d).

Company represents, warrants, and covenants that to the best of its knowledge during this Agreement's term no owner, partner, officer, director, Key Employee (as that term is defined below), agent, subcontractor, consultant, or representative of Company, who provides services for or conducts business related to this Agreement: (i) is a Government Official, (ii) has a direct business or familial relationship with a Government Official, (iii) will become a Government Official during the term of this agreement, or (iv) will enter into a direct business relationship with a Government Official, in each case, who could influence a decision or action related to the purchase, prescription, or use of a 3M product or 3M service, or to any other governmental action that would benefit 3M's business. A "Key Employee" is any Company employee who has a position with decision-making authority in respect of Company's relationship with 3M under this Agreement or the 3M products and/or services to which this Agreement relates.

8.2.3 Notification and Authorization of Sales or Commissioned Agents. Where applicable, Company undertakes to notify 3M in writing of any third party, including but not limited to commissioned agent and sales agent, proposed, engaged and/or compensated by Company to secure or procure business in respect of 3M products from any government related customer or end customer or interact with any government authority in connection with any 3M business or products.

Company undertakes not to engage any third party described above unless 3M has authorized the engagement in writing. On request by 3M, Company must: (i) assist 3M in conducting due diligence to verify the said third party's identity, qualifications, ethical practices, compensation to be paid, services to be performed, and other relevant information; and/or (ii) obtain the third party's written agreement to comply with all obligations in this Article, including, without limitation, granting 3M investigation and audit rights set forth in this Article.

8.2.4 Company Records. Company will maintain Records (as defined in this Article) that accurately, fairly, and in reasonable detail, reflect all transactions and disposition of funds under this Agreement for the time period of 5 (five) years. Company will maintain a system of internal financial and accounting controls and procedures sufficient to provide reasonable assurances that transactions and disposition of funds are properly recorded and authorized.

8.2.5 Compliance Certification. Whenever requested by 3M, Company will sign and deliver to 3M a compliance certification to confirm Company's compliance with this Article.

8.3 Cybersecurity Incidents

8.3.1 Notification of Cybersecurity Incidents. Company will notify 3M via email at GlobSecOpsCenter@mmm.com within 24 hours of Company's becoming aware of any Cybersecurity Incident impacting 3M Confidential Information, 3M systems, or Company's ability to provide the Product(s). 3M reserves the

right to disclose Company's name in connection with a reported Cybersecurity Incident.

"Cybersecurity Incident" means an unauthorized incident, or a series of related unauthorized incidents, on or conducted through Company's Information Systems that impact the confidentiality, integrity, or availability of Company's Information Systems including by jeopardizing business operations, finances, legal compliance, or reputation. For example, Cybersecurity Incidents may include malware, cyber-attacks, insider actions, or systemic control failures that (a) allow unauthorized access, theft, exposure, alteration, or destruction of assets or data; or (b) may cause business interruptions to the organization or its customers; or (c) may cause direct or indirect financial impact.

"Information Systems" means information technology resources owned or used by the organization (including information technology services provided by third-party service providers), including physical or virtual infrastructure controlled by such information resources, or components thereof, organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of the organization's information to maintain or support the organization's operations.

8.4 General Obligations

8.4.1 Ongoing Obligations. Company covenants that: (a) all representations and warranties in this Article will remain true and accurate during this Agreement's term; and (b) Company will immediately notify 3M if there is any change in Company's control or ownership.

8.4.2 Disclosure. 3M may disclose this Agreement's existence and terms at any time to a third party that 3M determines has a legitimate need to know that information.

8.4.3 Termination. 3M may terminate this Agreement (a) immediately upon written notice of a breach by Company or its Representatives of any of their obligations under this Article, or (b) without cause, provided that written notice is given at least thirty (30) days before the effective date of termination.

9. PACKAGING AND TRADEMARKS

9.1 Seller will pack and label Products, and make any packaging, container, wrapping, label, hang tag, insert, or other supplemental article provided with the Products or component of a Products (hereinafter referred to as "Product supplements") in accordance with the Specifications. The Product supplements bears one or more Authorized Marks which is hereinafter referred to as "Marked Supplement". Authorized Marks means trademarks of 3M.

9.2 Upon notice to Seller, 3M may update the list of Product(s). 3M may also request that Seller to manufacture special, customized orders of Product. In such case, the Parties will agree on the specifications, pricing, and delivery date for such customized orders of Product before 3M issues an order. Product supplements, if any, will be described in the Specifications. 3M may modify the packaging-related Specifications with 30 days' notice to Seller. Changes to packaging-related Specifications made to address a health or safety matter may be made at any time. No Product supplements will reference Seller, except where: (a) required by Law; or (b) directed by 3M in writing.

9.3 3M will provide Seller with applicable brand usage guidelines ("Brand Guidelines") for each Authorized Marks or directly approve the use of the Authorized Marks on the Product or packaging. All use of Authorized Marks by Seller will be of a quality and usage: (a) required to remain in compliance with applicable Law; and (b) specified by 3M. Seller acknowledges that the valuable reputation and goodwill associated to the Authorized Marks are dependent for their preservation on the high-quality standards prescribed and established by 3M. Accordingly, Seller will comply with all applicable Product quality standards and quality control requirements and applicable Brand Guidelines at all times during the Term of the Agreement.

9.4 Upon expiration or earlier Termination of the Agreement, Seller will deliver to 3M all materials containing or bearing an Authorized Marks to 3M. Notwithstanding the foregoing, Seller may, at its election, instead (1) modify any such materials so as to remove or permanently obliterate any Authorized Marks and other reference to 3M and then (2) repurpose, transfer, or otherwise dispose of such modified materials; provided that Seller certifies to 3M in writing that such removal or obliteration have been carried out.

9.5 Seller will not use, make reference to, or otherwise designate the Authorized Marks except as set forth in the Specifications or approved in advance by 3M in writing, and then only when an appropriate trademark notice is utilized. Seller will not take any action or otherwise cause any disparagement of 3M's trademark, intellectual property or other proprietary rights. Seller will not, at any time during or after the Term of the Contract, take any action or otherwise attempt to register or perfect any rights in any Authorized Marks, or in any trademarks, tradenames, logos, designs, or other indicia of origin that are confusingly similar to any Authorized Marks. Seller will not register any domain or URL designation, or register any browser search keywords, containing any Authorized Marks.

9.6 Except as provided in this Section, Seller may not assign, delegate, or subcontract any rights or duties under this Section without 3M's written consent. The terms herein will be binding upon and operate to the benefit of Seller, 3M and their respective successors and permitted assigns. Assignment will not relieve Seller of its obligations under this Agreement.

9.7 Seller shall inform 3M of delegation of a Tier Supplier, and authorize the manufacture of specified Product component(s) or Marked Supplement(s) (each a "Marked Sub-contracted Good") by a Tier Supplier bearing one or more Authorized Marks. The Seller shall ensure that all its Tier suppliers, sub-contractors and vendors who perform the same or similar services as provided by the Seller under this Agreement are obligated towards the Seller in the same manner as the Seller is obligated toward 3M under this Agreement. The Seller shall be responsible for the compliance of its Tier suppliers and vendors and shall ensure that it has adequate contracts and agreements in place with its vendors and Tier suppliers and the terms and conditions of such contracts are as stringent and robust as this Agreement. Seller acknowledges that it is responsible to 3M for its own performance and for the performance of Tier Supplier as provided herein. Seller will be responsible for providing the 3M Brand Guidelines for each Designated Mark to Tier Supplier and obtaining Tier Supplier's written confirmation that it has received and understands the 3M Brand Guidelines.

9.8 Seller will secure Tier Supplier's written agreement that:

(a) Tier Supplier will use Authorized Marks only in accordance with the applicable Brand Guidelines and only for production of Marked Sub-Contracted Good(s) to be supplied to Seller.

(b) 3M retains and reserves all rights in Authorized Marks. No other 3M rights or licenses regarding Authorized Marks or any other 3M trademarks are granted or transferred to Tier Supplier, whether by implication, estoppel, or course of conduct. All uses of Authorized Marks hereunder will be to the sole benefit of 3M and its Affiliates.

(c) Upon expiration or earlier termination of the Sub-Contract, Tier Supplier will deliver to Seller all materials containing or bearing an Authorized Mark. Notwithstanding the foregoing, Tier Supplier may, at its election, instead (1) modify any such materials so as to remove or permanently obliterate any Authorized Mark and other reference to 3M and then (2) repurpose, transfer, or otherwise dispose of such modified materials; provided that Tier Supplier certifies to Seller in writing that such removal or obliteration have been carried out.

(d) All use of Authorized Marks by Tier Supplier will be of a quality and usage: (a) required to remain in compliance with applicable Law; and (b) specified by 3M. Tier Supplier acknowledges that the valuable reputation and goodwill associated to the Authorized Marks are dependent for their preservation on the high-quality standards prescribed and established by 3M. Accordingly, Tier Supplier will comply with all applicable Product quality standards and quality control requirements and applicable Brand Guidelines at all times during the Term of the sub-contract.

(e) Tier Supplier will not use, make reference to, or otherwise designate the Authorized Marks except as set forth in the specifications provided by Seller. Tier Supplier will not take any action or otherwise cause any disparagement of 3M's trademark, intellectual property or other proprietary rights. Seller will not, at any time during or after the Term of the sub-contract, take any action or otherwise attempt to register or perfect any rights in any Authorized Mark, or in any trademarks, tradenames, logos, designs, or other indicia of origin that are confusingly similar to any Authorized Mark. Tier Supplier will not register any domain or URL designation, or register any browser search keywords, containing any Authorized Mark.

(f) Seller will actively monitor Tier Supplier's compliance with the Brand Guidelines, including without limitation, (1) inspecting the usage and execution of each Authorized Mark on each Marked Sub-contracted Good when received, and (2) auditing the Tier Supplier's processes and quality control measures for production of each type of Marked Sub-contracted Good. If Seller becomes aware of any apparent or confirmed non-compliance with the Brand Guidelines or

Marked Sub-contracted Good specifications, Seller will promptly raise such compliance with Tier Supplier and obtain correction.
(g) Seller will annually certify in writing or through electronic means to 3M its fulfillment of responsibilities under this article.

9.9 During or after the Term, Seller will not use 3M's name or 3M Trademarks 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. 3M may modify the packaging-related Specifications on at least thirty (30) days' prior notice to Seller; except that changes made to address a health or safety matter may be made sooner. Product packaging and labels will not refer Seller, except as required by law and directed by 3M in writing. The SELLER undertakes to pack the Products conforming to all the requirements of The Legal Metrology Act, 2009 and Legal Metrology (Packaged Commodities) Rules 2011 and Rules and Regulations there under (hereinafter the said "Act") and specifying the details on the label and principle display window in the manner required by the said Act and approved by 3M.

9.10 In addition to 3M's rights under the terms of this PO, if there is an Unavoidable Delay with respect to the terms under this section, Seller will automatically: (a) grant to 3M or its designated Affiliate, a worldwide, non-exclusive license under any applicable intellectual property rights owned or controlled by Seller to use any technology and know-how owned or controlled by Seller to manufacture, have made, use, and sell affected Product; and (b) transfer and deliver all manufacturing know-how, including documents, formula, vendor names, and other documentation necessary to allow 3M or a party designated by 3M to manufacture such Product. Parties shall negotiate on reasonable measures to protect Seller's intellectual property rights and know-how pursuant to the above.

10. INDEMNITY

Seller shall indemnify and hold harmless 3M its officers, directors, employees, contracts against any liability, loss, taxes, interest, penalty, damage, cost or expense (including reasonable attorney's fees) incurred by 3M relating to breach of any of Seller's obligations under this PO and non-compliance of laws. Seller will maintain and carry adequate liability insurance to cover any liabilities that may arise. Seller will, if requested by 3M, furnish certificates of insurance from its carrier(s) on the foregoing coverages, which shall provide that such coverage shall not be changed without thirty (30) days advance written notification to 3M from the carrier(s).

11. PRODUCTS

The 3M products into which they are incorporated and Product packaging (Product Packaging) may need to comply with laws that restrict, regulate or require disclosure of, product content, including but not limited to the European Union's (EU) Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (known as "RoHS"), the People's Republic of China Management Methods for Prevention and Control of Pollution from Electronic Information Products of 2006, the EU's Regulation 1907/2006 (known as REACH) relating to products and packaging, the EU's Directive 94/62/EC relating to packaging, and other similar laws (Substance Laws) as well as laws on legal harvesting such as, for example, the U.S. Lacey Act, the EU Timber Regulation, the Australian Illegal Logging Prohibition Act and other similar laws "Legal Harvest Laws". See

3M.com/supplierregspecs Seller therefore warrants as follows for each Product and all Product Packaging (exclusive of any 3M Materials):

- a. Restricted Substances. Product and Product Packaging will not contain substances in excess of permitted concentration values established by Substance Laws unless the applicable Specification specifically permit that substance in a higher concentration value. Without limiting the foregoing, substances in Product and Product Packaging will not exceed the following maximum concentration values in any homogeneous material (Restricted Value Restricted Values"): (1) 0.1% (by weight) for each of lead, mercury, hexavalent chromium, polybrominated biphenyls or polybrominated diphenyl ethers; or (2) 0.01% (by weight) for cadmium.
- b. Illegally Obtained Plant Material. Product and Product Packaging will not contain plant material (including any derivative of plant material) taken, possessed, transported, or sold in violation of any law. Seller must exercise due diligence to ensure that the materials contained in Product and Product Packaging supplied to 3M are legally sourced, harvested and exported from their country of harvest.
- c. Conflict Minerals. If Products contain any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations that are necessary to the production or functionality of such Products (Conflict Minerals), Seller must: (i) disclose their presence ; (ii) provide on request information on Conflict Mineral smelters and refiner in the relevant supply chains and other information consistent with industry standard conflict minerals reporting templates; and (iii) adopt a Conflict Minerals policy and due diligence management system and require Seller s suppliers to adopt a policy and management system.
- d. Counterfeit Goods. All Products delivered pursuant to this PO will comply with and are subject to the anti-counterfeiting terms and condition listed under Counterfeit Goods at 3M.com/supplierregspecs ("Counterfeit Goods Provisions"). For purposes of this Agreement, reference to "Goods" in the Counterfeit Goods Provisions means the Products.
- e. Other Information Disclosure. Seller will provide 3M: (i) satisfactory documentation that Product and Product Packaging (exclusive of 3M Materials) do not exceed the Restricted Values; (ii) certification of the presence of any substance regulated under any Substance Law (Regulated Substance") contained in the Product or Product Packaging including without limitation any Regulated Substance listed in the REACH Candidate List (found at <http://echa.europa.eu/web/guest/candidate-list-table>); (iii) certification of the exact concentration of each Regulated Substance contained in Product and Product Packaging regardless of whether the relevant Specifications permit one or more Regulated Substances; (iv) certification of each plant scientific name (genus and species), country of harvest, and other information that may be required by Legal Harvest Laws; and (v) reports on the occurrence of other substances in any Product or Product Packaging that may be restricted by, or require disclosure to, governmental bodies, customers and/or recyclers.
- f. In addition to all implied and express warranties available under these Terms, any applicable law, Seller warrants that: (a) all Goods and Services will be free from any encumbrance and conform to all requirements and the applicable Order; (b) all Goods will be without any defect in design (except to the extent designed by 3M), manufacture, processing, materials and workmanship; (c) all Goods will be made or processed and all Services will be performed, in compliance with all laws applicable to Seller and its business and maintain environmental, health and safety, transportation, ethics, human resources and labor programs and management systems that are consistent with 3M Supplier Responsibility Code regarding EHS, Transportation, Labor/Human Resources, Ethics, Management Systems

and Supplied Materials available at <http://multimedia.3m.com/mws/media/12045670/3m-supplier-responsibility-code.pdf>. Seller also warrants that:(x) Seller has the expertise and resources to perform its obligations under any Order (including these Terms); (y) no Good or Service infringes on any third party's intellectual property rights; and (z) Seller has no third party obligations that conflict in any way with Seller's obligations under these Terms.

- g. Seller shall at all times comply with all laws, rules, regulations, and ordinances relating to leave, maternity, minimum wages, prevention of sexual harassment and all other applicable fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Seller shall furnish to 3M any information required to enable 3M to comply with any applicable laws, rules, and regulations in its use of the Services. Any change in the applicable laws which may create a reinforcement of the duties of the Service Provider under these Article shall be implemented without delay by the Seller at its own costs and expense.
- h. Seller shall comply with the modern slavery act and such similar statutes to ensure there is no modern slavery or human trafficking in any part of its business or its supply chain. It shall comply with the statement of no modern slavery or human trafficking as required under the law. The Seller shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no modern slavery or human trafficking in its supply chains.
- i. Seller and any of its subcontractors shall not make any discrimination against individuals based on disabilities, race, color, religion, sex, sexual orientation, gender identity or national origin and shall comply to all applicable laws related to such discrimination.

11. GOVERNING LAW

This PO shall be governed by laws of India and Courts in Bangalore shall have ultimate jurisdiction to try any and all disputes arising out of this PO.

12. Waiver

No failure or delay by 3M in exercising any right under this Purchase Order and no course of dealing between 3M and Seller shall constitute a waiver of any of 3M's rights.

13. Severability

If one or more provisions contained in this Purchase Order or its execution documents (except for those provisions that constitute significant consideration for a party's signing of this Purchase Order or the other documents) is determined to be invalid, illegal or unenforceable based on applicable laws, the validity, legality and enforceability of this Purchase Order's other provisions shall not in any way be influenced or impaired; however, in such a situation, the parties shall make all reasonable efforts to replace the invalid provision with a new, legal and valid provision.

14. Language and reference

All correspondence hereunder shall be in English language. Purchase Order number must appear in all the correspondence and invoices associated with this Purchase Order.

