

3M Purchase Order Terms

1. SCOPE:

- 1.1 These Purchase Order Terms (“Terms”) are incorporated in their entirety and are a part of every order (“Order”) 3M Company or its affiliates (“3M”) issues to the supplier identified in such Order (“Supplier”) for the provision by that Supplier of (a) raw materials or other goods (“Materials”); (b) certain services, which may or may not be related to Materials (“Services”); and (c) items that Supplier is to create specifically for 3M, including, but not limited to, information, databases, designs, prototypes, artwork, or other materials (“Deliverables”). Materials, Services, and Deliverables are collectively referred to herein as “Goods”.
- 1.2 A statement of work signed by the Parties for a specific project (“Statement of Work”) may accompany an Order. In such cases, the Statement of Work is fully incorporated into the Order by this reference. In case of a conflict of terms, the descending order of precedence is: (a) Order; (b) any 3M exhibits including the Privacy Exhibit, Data Security Exhibit, and AI Exhibit; (c) the Terms; and (d) any Statement of Work. Capitalized terms not defined in these Terms have the meaning ascribed to them in the given Order, Exhibit, or Statement of Work.
- 1.3 Supplier will provide everything necessary to supply the Goods, except to the extent that a signed Statement of Work specifically provides otherwise. Supplier is solely responsible for all Supplier employees, agents, and Third-Party Support (“Supplier Personnel”) safely and compliantly performing Supplier’s obligations under the Order, whether at Supplier’s facility, at a 3M facility (“3M Site”), or at any other location. Anything created by Supplier that is not a Deliverable (“Supplier Materials”) is and will remain Supplier’s property.

2. ORDER ACCEPTANCE:

- 2.1 Supplier accepts an Order (including these Terms and any applicable Exhibits) and forms a contract with 3M by (a) accepting the Order in writing; (b) commencing any work under the Order; (c) failing to provide written rejection of the Order within 48 hours of receipt; or (d) any other conduct that acknowledges or recognizes the existence of a contract with respect to the subject matter of the Order. By accepting these Terms via a 3M click-through or supplier portal, Supplier agrees that these Terms shall apply to any Order received from 3M thereafter.
- 2.2 3M’s offer is conditioned solely on acceptance by Supplier of the Order and these Terms (including any 3M Exhibits) without any modification. 3M rejects any terms and conditions offered by Supplier, and no action or inaction by 3M (including, but not limited to, receipt of Goods, payment, acceptance of an invoice, acceptance of click-through or other electronic terms, or initiation of services) shall be considered 3M’s acceptance of any terms or conditions provided by Supplier and Supplier expressly waives any right to rely on such terms. Any reference by 3M to Supplier’s quotation, bid, or proposal (“Proposal Document”) is only for the purpose of describing the Goods and does not constitute acceptance of any term or condition contained in the Proposal Document.
- 2.3 Modifications to an Order are only binding upon 3M if they are accepted in writing by 3M’s authorized signatory (a “Signed Writing”).

3. ORDER TYPE AND QUANTITY:

- 3.1 Each Order is either a Spot-Buy Order, Scheduling Order, or a Release Order depending on the quantity and duration specified on the Order. For purposes of these Terms, "Order" means the applicable Spot-Buy Order, Scheduling Order, or Release Order. The following defines each order type:
- a A Spot-Buy Order is a one-time order for a specific quantity or type of Goods at a specific price.
 - b A Scheduling Order (also referred to as a scheduling agreement or blanket order) is an order for Goods setting forth binding prices (including for each Release Order), non-binding forecasted quantities and estimating the ordering schedule for a defined period. Actual firm quantities and delivery dates will be confirmed via a Release Order.
 - c A Release Order is an order issued under a Scheduling Order by which 3M (i) specifies the firm quantity of Goods that Supplier is to deliver to 3M on a specified basis at a specified price, (ii) authorizes material fabrication, and/or (iii) authorizes the purchase of raw materials/components, each for the period specified therein. The Release Order indicates the firm quantity of Goods for which 3M is liable to Supplier and that Supplier is obligated to provide to 3M for the period at and for the delivery location, date, and pricing specified therein.
- 3.2 Certain Orders (such as Scheduling Orders), or other documents provided by 3M to Supplier, may include forecasts, or estimates of future requirements, including quantities or estimated timelines ("Forecast"). Supplier acknowledges that Forecasts are based upon multiple business factors that may change over time and are neither binding on 3M nor are evidence of a requirements contract. 3M makes no representation, warranty, guaranty or commitment of any kind regarding any Forecast provided to Supplier, including as to its accuracy or completeness. 3M shall have no liability to Supplier for reliance or non-reliance on any Forecast.
- 3.3 Supplier acknowledges and agrees that Supplier is obligated to provide Goods to 3M at the prices, in the quantity and for the time period specified in the Order. All Orders are only binding upon 3M for, and 3M will have no obligation or liability beyond, the quantity specified as firm in the Spot-Buy Order or Release Order. Only the 3M entity identified in the Spot-Buy Order or Release Order is bound to such Orders terms.

4. PRICES AND PAYMENT:

- 4.1 Goods shall be delivered by Supplier to 3M for the price and in the currency stated in the Order. Unless the Order states different payment terms, 3M will make payment to Supplier on the first payment day that occurs at least 90 days from the date 3M receives a correctly issued invoice from Supplier.
- 4.2 Each correctly issued invoice shall be tax compliant, relate to only one Spot-Buy Order or Release Order, and be issued and dated within the 30 days immediately following the delivery date of the Goods. Each Supplier invoice and all related documents (such as packaging lists, bills of lading, freight bills and correspondence) must include: (a) Spot-Buy Order or Release Order number; (b) applicable Order line-item number(s) and unit of measure; and (c) 3M's identification number (if provided by 3M).
- 4.3 Prices set forth in the Order include all costs payable by 3M, and are not subject to any increases, including but not limited to increases based upon changes in raw material or component pricing, labor or overhead, inflation rates, or fluctuations in foreign exchange

- rates, unless specifically agreed to by 3M in the Order, or in a Signed Writing.
- 4.4 Supplier will make no charge for any packing, crating, storage, insurance, shipping, or delivery expense, unless authorized in the Order. Supplier will pay any excess costs due to failure to follow 3M's shipping instructions.
 - 4.5 Any expenses for which 3M agrees to reimburse Supplier will be reimbursed at Supplier's actual cost with no mark-up. If the Order or any Statement of Work provides that 3M will reimburse any Supplier travel expenses, Supplier will submit, and shall only be reimbursed for, those travel expenses that are in accordance with 3M's then-current travel reimbursement guidelines, available at https://www.3m.com/3M/en_US/suppliers-direct/ and incorporated herein by this reference.
 - 4.6 Supplier acknowledges that pricing and assurance of Goods are critical to the purpose of the Order, and Supplier represents that the price charged to 3M for Goods is at least as low as the price charged by Supplier to other third parties purchasing the same or similar Goods under conditions similar to those specified in the Order. Accordingly, Supplier shall adjust prices for all Goods as necessary to ensure compliance with these Terms and agrees that any price reduction will apply to all shipments of affected Goods from and after the first date of the price reduction.
 - 4.7 Supplier represents and warrants and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery and that the prices being paid by 3M are not affected by collusion or any other anti-competitive activity.
 - 4.8 3M's payments may be adjusted for Supplier's errors, defects or non-compliance with an Order. In addition, 3M may charge an administration fee of up to \$500 USD for the investigation and administration related to any errors, defects, or non-compliance. In addition to any right of setoff or recoupment provided by law, 3M will have the right to set off against or to recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to 3M or any 3M's affiliates from Supplier or Supplier's affiliates. 3M may automatically debit any fees adjusted in accordance with this provision. 3M will provide Supplier with a statement describing any offset or recoupment taken by 3M.
 - 4.9 The amounts set forth in the Order are exclusive of all applicable stamp, value-added, goods and services, excise, transfer, sales, use, property, gross receipts tax, or any similar tax imposed, assessed or collected by or under the authority of any tax authority, that Supplier is required to collect from 3M in connection with the Order (collectively, "Covered Taxes"). To the extent 3M furnishes a valid and properly completed exemption certificate or other proof of exemption with respect to any Covered Tax, Supplier shall not collect such Covered Tax; provided that 3M shall be responsible for any such Covered Tax if such exemption certificate or other proof of exemption is disallowed by the applicable tax authority. Except for any Covered Taxes, 3M shall make all payments pursuant to the Spot-Buy Order or Release Order free and clear of any deduction or withholding for taxes except to the extent 3M is required to deduct or withhold taxes under applicable law. Where a relief, waiver or reduction of any deduction or withholding is available under applicable law, the parties shall cooperate to obtain such tax exemption from the relevant governmental authority. The parties shall cooperate and use commercially reasonable efforts to (a) minimize the amount of Covered Taxes or any other taxes required to be deducted and withheld under applicable law; and (b) claim the benefit of any exemptions or reductions in applicable tax rates, to the extent allowable under applicable law. For the avoidance of

doubt, each party shall be solely responsible for any taxes measured by or imposed on such party's net income.

- 4.10 3M may, at its option and on notice to Supplier, convert any of its ordering, purchasing, and payment methods to be electronically enabled and Supplier shall, at its expense: (a) provide any necessary electronic data interface for the technology's implementation; and (b) use the applicable electronic method designated by 3M. If Supplier wishes to modify its bank routing instructions, it must provide 3M written notice of such request. 3M may validate the request, and Supplier will cooperate with any 3M requests for additional information. Supplier acknowledges that such modifications may require 30 days or more to complete, and 3M reserves the right refuse to make the modification in the event 3M cannot adequately validate the change.

5. DELIVERY:

- 5.1 Unless otherwise stated in the Order or as directed by 3M in writing: (1) all Goods shipped domestically shall be shipped freight collect, FCA Named Place and (2) all Goods shipped internationally shall be shipped DAP destination (Incoterms 2020). If Supplier is responsible for shipping Goods, Supplier will ship Goods via the most economical route and in a single shipment. Supplier will deliver all Goods within the time period stated in the Spot-Buy Order or Release Order, unless 3M specifies a longer, or the Parties agree to a shorter, time period. TIME IS OF THE ESSENCE FOR ALL ORDERS.
- 5.2 For purposes of determining transfer of title and risk of loss with respect to any Goods, delivery shall not have occurred, and title and risk of loss shall not have passed to 3M until the Goods have been delivered to the 3M location identified on the face of the Order and have been accepted at that facility by 3M.
- 5.3 Supplier shall ensure all Goods strictly conform with any packaging, Goods standards, quality, process, specifications, and other requirements provided by 3M or approved in writing by 3M (the "Requirements"). In addition, Supplier shall properly pack, mark and ship Goods in accordance with the requirements of the involved carriers and any laws and regulations of the country of manufacture, the country of destination and any country in which the Goods will be transported, including, without limitation, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials.
- 5.4 Supplier shall provide with each shipment papers showing at minimum the Order number, Supplier's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Supplier's name and vendor number, the bill of lading number and the country of origin. If Supplier delivers any Goods amount other than that stated in the Spot-Buy Order or Release Order without 3M's prior written consent, 3M may return or reject any of that delivery at Supplier's expense.
- 5.5 Prior to shipping the Goods, Supplier shall provide 3M with written notice (including appropriate labels on the Goods, containers and packing) of any dangerous or hazardous material that is an ingredient or a part of any shipment of Goods, together any special handling instructions necessary to advise carriers, 3M, and their respective employees appropriate measures to best prevent bodily injury or property damage in the handling, transportation, processing, use, disposal or recycling of the Goods, containers and packing shipped to 3M. Supplier shall comply with all applicable federal, state, local and foreign laws and regulations pertaining to product and warning labels, including but not limited to

the European Agreement concerning the “International Carriage of Dangerous Goods”.

- 5.6 Supplier acknowledges and agrees to accept the risk associated with the lead times of any components, raw materials, Goods or Services. If Supplier anticipates or identifies any potential delay in the fulfillment of an Order, Supplier shall immediately notify 3M in writing. This notification must include the anticipated length of the delay, the specific reasons for the delay, and proposed remedial actions to minimize the impact on 3M. Supplier fulfilling its obligations under this Section does not limit any of 3M’s rights under the Order, including these Terms.

6. ORDER CHANGE, SUSPENSION OR CANCELLATION:

- 6.1 3M may change an Order at any time by providing notice to Supplier prior to shipment of the applicable Goods or performance of the Services. Changes may include, but are not limited to, changes in design, materials, processing, methods of packing and shipping, quantity, date or place of delivery, and matters such as inspection, testing, quality requirements, or otherwise. At 3M’s request and direction, Supplier shall suspend all or part of Supplier’s performance under an Order for up to twelve consecutive calendar months and shall resume performance as directed by 3M.
- 6.2 If any Order change, including an Order suspension, causes an adjustment in price or delivery date, the parties will make an equitable adjustment and modify an Order accordingly, provided that Supplier (a) gives 3M notice of that adjustment claim within three business days after receipt of 3M’s Order change notice; (b) includes with that notice relevant information sufficient for 3M to assess the adjustment; (c) all adjustments are calculated based upon existing 3M pricing (i.e., hourly rate, cost per unit, etc.) and (d) 3M determines that an adjustment (up or down) to pricing or delivery date is appropriate.
- 6.3 Supplier shall not make any changes to any Order or the Goods covered by the Order without the prior approval of 3M in a Signed Writing, including, without limitation, changing (a) any Third-Party Support (as defined in these Terms) (b) the facility from which Supplier operates, (c) the location from which any of the Goods covered by the Order are shipped, (d) the price of any of the Goods covered by the Order, (e) the nature, type or quality of any services, raw materials or goods used by Supplier or its Third-Party Support in connection with the Order; (f) the fit, form, function, appearance, performance of any Goods covered by the Order; or (g) the production method, or any process or software used in the production or provision of any Goods under the Order. Any changes by Supplier to any Order or the Goods covered by the Order without the prior approval by 3M in a Signed Writing shall constitute a breach of the Order.
- 6.4 3M may cancel an Order, without cause, at any time by electronic or written notice to Supplier, but if 3M’s notice of cancellation is issued less than five days prior to a scheduled Goods delivery date or Services performance date, then Supplier will be entitled to reimbursement for actual cost of: (a) if Goods, any unique raw materials that cannot be returned to Supplier’s supplier or sold to other Supplier customer(s) and are necessary to provide those Goods due on that delivery date; or (b) if Services, the fees for those Services completed prior to the termination and Supplier’s actual, out-of-pocket expenses paid to third parties that are not refundable and were reasonably necessary to provide those Services. If Supplier fails to comply with any of an Order’s terms, 3M has reason to believe, in its sole discretion, that Supplier will fail to comply with any Order’s terms, or Supplier admits its inability to meet its financial obligations, or it otherwise becomes apparent that

Supplier will not be able to fulfill its obligations under an Order due to Unavoidable Delay or any other cause, then 3M may cancel an Order at any time by written notice to Supplier without any liability of any kind to Supplier, in addition to any other legal or equitable remedies 3M may have.

- 6.5 Prior to Supplier discontinuing the manufacture or sale of any Good identified in any Order issued by 3M during the preceding twelve months Supplier shall: (a) give 3M at least six months' prior written notice of that discontinuation; (b) fill all current Orders for that Good; and (c) accept and fully deliver any last-time buy orders 3M may issue for that discontinued Good at the then-current price 3M is paying and in an amount up to 3M's largest twelve-month purchase volume (based on Orders issued).

7. 3M MATERIALS, DELIVERABLES AND TRADEMARKS:

- 7.1 3M owns any materials 3M provides to Supplier, including, without limitation, raw materials; databases; ideas; software; information; data; information technology resources, owned, or used by 3M (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 3M's information to maintain or support 3M's operations, or documents; and any tooling or other equipment that 3M provides to Supplier or for which 3M reimburses Supplier ("3M Materials"). Supplier authorizes 3M to file UCC financing statements and other documentation without Supplier's signature to acknowledge 3M's ownership of 3M Materials.
- 7.2 Supplier shall use all 3M Materials solely for the purpose of performing its obligations under Orders and will not alter, modify, sell, pledge, transfer or remove from Supplier's facility any 3M Materials. Supplier will use its best efforts to maintain the security and confidentiality of all 3M Materials. Supplier will inspect 3M Material that will be incorporated into Goods and promptly inform 3M of any non-compliance with the Order, including any Requirements.
- 7.3 Supplier uses all 3M Materials at its own risk; is fully responsible for all use of 3M Materials within Supplier's possession or control; and has all risk of loss or damage to 3M Materials in its possession or control, and shall, at 3M's request, immediately restore or replace any damaged or lost 3M Materials with an equivalent item. Promptly on 3M's request, Supplier will return to 3M all 3M Materials in their original condition, except for reasonable wear, with 3M liable solely for crating and shipping costs. If the Parties establish 3M Material loss allowances, Supplier will reimburse 3M for any excess losses, at 3M's delivered cost to Supplier.
- 7.4 Supplier acknowledges that: (a) 3M makes absolutely no representations or other statements about the character, condition, quality or characteristics of 3M Materials; (b) before using 3M Materials, Supplier has sole responsibility to determine that the 3M Materials are in safe and proper condition for their intended purpose; and (c) 3M is not a "merchant" of 3M Materials as defined in the Uniform Commercial Code, even if Supplier has paid or offered 3M consideration for use of the 3M Materials, and 3M EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 7.5 3M or its designated affiliate owns the Deliverables. Supplier assigns to 3M or 3M's designated affiliate all of Supplier's rights to the Deliverables, including all patent, copyright, trademark, moral rights (including the rights to credit for authorship, disclosure, and integrity) and other intellectual property rights associated with the Deliverables. If any moral rights cannot be assigned, Supplier covenants not to enforce, and warrants that no Third-Party will seek to enforce, any of those rights against 3M, its affiliates, or any other party obtaining the Deliverables through 3M. Supplier hereby warrants that all Deliverables will be provided without lien by any other party and Supplier has not made and will not make any commitment to any Third-Party that would be inconsistent with this assignment. Supplier shall execute any additional documents reasonably requested by 3M to assert and preserve the rights granted under these Terms. Although Supplier owns the Supplier Materials, Supplier grants 3M the perpetual and unrestricted right to use, copy, and distribute Supplier Materials for 3M and its affiliates internal use. Supplier shall remove Deliverables from any Supplier Materials provided to any party other than 3M or its affiliates and Supplier shall not disclose or use any Deliverable for any purpose without 3M's prior written consent.
- 7.6 Supplier shall not use 3M's name, trademark, tradename, or corporate logo in any manner, including promotional or advertising materials, or otherwise assert affiliation with 3M or its affiliates, except with 3M's prior written consent in each instance, which may be withheld in 3M's sole discretion.

8. SYSTEMS AND FACILITIES ACCESS:

- 8.1 3M may give Supplier or Supplier Personnel access to 3M's facilities, offices, plants, and buildings ("3M Facilities") or 3M's information systems ("3M Systems"). Supplier and Supplier Personnel may only access 3M Systems as necessary to perform Supplier's obligations under an Order. 3M Facilities and 3M Systems access may be revoked or modified by 3M at any time. 3M may require Supplier's employees, subcontractors, or agents to sign individual agreements prior to access to 3M Systems.
- 8.2 In connection with access to any 3M Facility, Supplier and Supplier Personnel shall comply with all applicable requirements. Additionally, Supplier shall assure and warrants that any Supplier Personnel with access to 3M Facilities or 3M Systems meet 3M's then-current non-3M workforce requirements available at https://www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contingent-non-3m-workforce/.
- 8.3 With respect to Supplier Personnel having access to 3M Systems, Supplier: (a) shall execute 3M's Network Access Agreement (available at: <https://multimedia.3m.com/mws/media/25148390/naa-po.pdf>) (b) shall inform 3M of any Supplier Personnel accessing a 3M System; (c) is responsible for all use or misuse of 3M Systems by Supplier Personnel; and (d) warrants that each identification code and password provided by 3M to individual Supplier Personnel will be used and known only by that individual.
- 8.4 Supplier shall promptly notify 3M if: (a) any individual Supplier Personnel no longer needs access to 3M Systems to perform any of Supplier's obligations under an Order; or (b) any Supplier Personnel with access to 3M Systems is no longer employed by Supplier.
- 8.5 Supplier will, at its own expense, install and maintain all information systems or technology ("Supplier Information Systems") required to transmit and receive data between Supplier Information Systems and 3M Systems in accordance with the Order. Supplier shall: (i) regularly apply security patches to all Supplier Information Systems that connect to 3M

Systems; and (ii) ensure that all such Supplier Information Systems are scanned on a regular basis using updated commercially available anti-virus and anti-malware software. 3M may deny Supplier access to 3M Systems if Supplier Information Systems are incompatible with any 3M Systems, or pose a threat to the security of any 3M System. 3M may make changes to 3M Systems at any time.

8.6 Access to 3M Systems and 3M Facilities is on an “AS IS,” “WITH ALL FAULTS” basis. 3M is not responsible for any damage to Supplier Information Systems, Supplier Materials, Supplier equipment or loss of Supplier data arising from Supplier’s access to 3M Systems.

9. WARRANTIES & REMEDIES:

9.1 In addition to all implied and express warranties available under the Uniform Commercial Code (“UCC”) and/or these Terms, Supplier warrants that all Goods: (a) will be free from any encumbrance; (b) conform to all Requirements, any supporting documentation provided by Supplier, and the applicable Order; (c) do not infringe on any Third-Party’s intellectual property rights; (d) will be without any defect in design (except to the extent designed by 3M), manufacture, processing, materials and workmanship; and (e) will be made, shipped, stored or processed, and all Services will be performed, in compliance with all laws applicable to Supplier and its business.

9.2 Supplier warrants that Supplier: (a) is in good standing and not insolvent and is paying all debts as they come due; (b) has the expertise, and resources to perform its obligations under any Order; and (c) has no third-party obligations that conflict in any way with Supplier’s obligations under any Order.

9.3 In addition to all available remedies under contract, law, or equity, 3M may reject at any time (even if the non-conformance is not apparent until manufacturing, processing, or assembly) any Goods that do not conform with the Order, including the Requirements and any Supplier warranties or certifications, and: (a) obtain substitutes and offset, or require Supplier to reimburse 3M for, all additional costs associated with the substitutes; (b) require Supplier, at 3M’s option, to either replace the affected Goods or re-perform the affected Services without charge; or (c) require Supplier to reimburse 3M that Good’s price, plus any 3M Material’s delivered cost. 3M may, but is not obligated to, inspect or test Goods and Services at 3M’s premises, Supplier’s premises or the premise of any Third-Party Support. 3M’s acceptance of delivery, inspection, or payment for any Good does not waive any of Supplier’s warranties or other obligations. Supplier will use its best efforts to assist 3M in investigation of, and corrective action for any non-conforming Goods or 3M customer complaints related to the Goods.

9.4 Supplier acknowledges that 3M customers may attempt to hold 3M responsible for problems caused in whole or in part by Goods provided by Supplier to 3M. To mitigate its damages, 3M may fully defend any claim from any of its customers that any Goods supplied by Supplier or any 3M products incorporating such Goods are defective or otherwise did not meet applicable legal or contractual requirements. Supplier hereby waives any argument that 3M taking any such action in any way limits 3M’s right to assert a claim against Supplier for breach of warranty, indemnification or any other claim whether under contract or law, that may arise from or be related to the customer’s claim.

9.5 Supplier acknowledges and agrees that all rights and remedies of 3M under these Terms are cumulative to all other rights and remedies afforded 3M under law or equity. Additionally, Supplier acknowledges that money damages would not be a sufficient

remedy for any actual, anticipatory or threatened breach of any Order by Supplier and that, in addition to all other rights and remedies which 3M may have, 3M shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

10.COMPLIANCE WITH LAWS & SUPPLIER RESPONSIBILITY:

10.1 General Compliance

- a Supplier shall comply with all (a) laws, rules, and regulations applicable to Supplier, its business, the performance of its obligations under any Order, and the types of information Supplier uses, accesses, receives, or creates in connection with any Order; (b) laws, rules, and regulations relating to the use, sale, distribution, import, export, transport, labeling, storing, handling, or disposing any of the Materials or Deliverables in the location where provided to 3M; and (c) applicable terms of use or agreements with any third parties associated with the provision of the Goods.
- b Supplier shall comply with 3M's Code of Conduct and underlying Principles located at www.3m.com/3m/en_US/ethics-compliance/code, as well as the 3M Supplier Responsibility Code and 3M contract provisions located at www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions. Supplier and its affiliates shall at all times keep complete and accurate books and records.
- c Supplier shall promptly provide, in writing, any information regarding the Goods requested by 3M, or a 3M customer, so that 3M and its customers may comply in a timely manner with reporting requirements under applicable law or regulations with respect to product stewardship, consumer protection, conflict minerals or forestry products, environmental standards, supply chain management, employment or labor, or any other legal requirements.

10.2 Anti-Bribery

- a Supplier represents and warrants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform Supplier's obligations under the Order in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives pertaining to anti-bribery that apply to 3M, Supplier, either party's business, and the products and/or services to which this Order relates, including, without limitation, all country anti-bribery laws, the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act. Supplier shall not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of influencing any act or decision. Neither Supplier nor its Representatives will take any action that might cause 3M to violate any anti-bribery law. Supplier will advise 3M immediately if it learns, or has any reason to know, of any violation of any anti-bribery law by Supplier or its Representatives that occurred or may have occurred in performing Supplier's obligations under any Order.

10.3 Environmental Health and Safety

- a Supplier represents, covenants, and warrants that it shall perform all of its obligations under any Order using sound environmental, health, labor, and safety practices, including but not limited to the responsibility for the health and safety of its own employees as the employer, at all times, and comply with all law, rules, and regulations

applicable to the same. Supplier shall comply with all laws, regulations, and ordinances related to environmental matters applicable to its performance under any Order, including, but not limited to, that Supplier shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any hazardous material or substance into the atmosphere, ground, sewer system, piping, or any body of water, that may pollute or contaminate the same. Each version in existence as of the date of the Order is incorporated by this reference.

- b Supplier shall provide in writing (i) Complete composition information for the Goods (a Safety Data Sheet without all components included is not sufficient) and (ii) detailed regulatory information including the presence of any restricted substances by either a governmental entity or 3M's Chemical Management Policy (multimedia.3m.com/mws/media/17237000/3m-chemicals-management-policy.pdf) prior to delivery to 3M. Without limiting any other right 3M may have in these Terms, 3M may suspend any Order or reject any Goods if Supplier is unable to meet the obligations of this provision, or if any restricted substances are present.

10.4 **Supplier Personnel and Third Parties**

- a Supplier warrants that all Supplier Personnel performing any of Supplier's obligations under an Order have employment authorization that complies with all applicable laws.
- b Supplier shall provide 3M with written notice immediately upon becoming aware that any director, officer or employee of Supplier or any of its subsidiaries or affiliates, is also a director, officer or immediate family member of any director or officer of 3M, or any of its subsidiaries or Affiliates. In regard to employees, Supplier only needs to report this information to 3M if the employee (excluding an officer or director of Supplier) is substantively involved in Supplier's business relationship with 3M or receives any direct or indirect compensation or benefit based on Supplier's business relationship with 3M.
- c If Supplier will have any direct contact with government employees or agencies on behalf of 3M under an Order, then Supplier shall comply with applicable federal, state, and local "revolving door" restrictions and laws that prohibit or restrict giving gifts to government employees ("Revolving Door Restrictions"). Supplier will only represent 3M, or assign persons to represent 3M, before government employees, officers, agencies or courts after determining that such representation fully complies with applicable Revolving Door Restrictions.
- d Supplier hereby certifies and warrants to 3M that Supplier has not and will not be, and no Supplier Personnel has been or will be, suspended or debarred or proposed to be suspended or debarred by any federal agency for any purpose including but not limited to: (a) participation in any U.S. federal health care program; or (b) by the U.S. Food and Drug Administration under 21 U.S.C. 335. Within three business days after the occurrence of any change affecting this certification, Supplier shall give 3M written notice of the change and its impact on this certification, and 3M may terminate an Order with or without notice at its own discretion.

10.5 **Trade Compliance**

- a Supplier, its Third-Party Support and any other party acting on its behalf will comply with all applicable trade laws and regulations, including but not limited to import regulations, trade embargoes and economic sanctions, export controls, and antiboycott laws and regulations.
- b Supplier will not directly or indirectly engage in any transaction, including sourcing inputs

from, any entity organized under the laws of or located in, countries or territories that are subject to economic sanctions, including, but not limited to, Cuba, Iran, North Korea, Syria, and the restricted regions of Ukraine (Crimea, Sevastopol, the so-called Donetsk People's Republic and Luhansk People's Republic, and the non-government controlled areas of Zaporizhzhia and Kherson).

- c Supplier represents and warrants that neither it nor its Third-Party Support, or any other party acting on its behalf, is a Restricted Party, which is defined as any party listed in (1) the United States' Consolidated Screening List or any entity directly or indirectly owned 50% or more by one or more parties designated as Specially Designated Nationals on the Consolidated Screening List; (2) the European Union's Consolidated list of persons, groups, and entities subject to European Union financial sanctions or any entity directly or indirectly owned or controlled by such individuals or entities; (3) the United Kingdom's Consolidated List of Financial Sanctions Targets in the UK or any entity directly or indirectly owned or controlled by such individuals or entities; or (4) any other applicable restricted party list. Supplier agrees to promptly notify 3M in writing in the event that Supplier, its Third-Party Support or any other party acting on its behalf are added to any of the aforementioned lists or otherwise become subject to any such sanctions or restrictive measures. In the performance of its obligations under any Order, Supplier will not directly or indirectly engage in any transaction (i) in violation of restrictions on individuals and entities listed in the aforementioned lists, and (ii) will not directly or indirectly source any inputs or services used in the provision of Goods to 3M from such individuals or entities.
- d Unless 3M agrees in writing to the contrary, Supplier will obtain all import and/or export control licenses, permits, or any other governmental authorizations required to perform Supplier's obligations under the Order. If applicable, Supplier will include the Export Control Classification Number on documentation accompanying each shipment of Goods.
- e To the extent the Order involves receipt of export-controlled information by Supplier, Supplier agrees to comply with all applicable export control laws and regulations, including, when necessary, by establishing appropriate physical and information technology access controls. On 3M's request, Supplier shall provide 3M with all documentation and information 3M requires to conduct an export control license assessment relating to Supplier Personnel. If 3M determines that an export license is needed for certain Supplier Personnel, 3M may, in its discretion, pursue that export license or instruct Supplier not to use that Supplier Personnel to perform Supplier's obligations under an Order. Supplier warrants that no Supplier Personnel performing any of Supplier's obligations under an Order is a Restricted Party as defined in Section 10.6(c).
- f Supplier will (i) ensure 3M has complete and accurate country of origin information for all Goods supplied to 3M; (ii) in case of a certificate of origin claiming that Goods provided to 3M qualify for duty-free treatment under a Free Trade Agreement, maintain and immediately provide to 3M or the requesting Customs Administration, all records supporting the origin stated in the certification for at least five years after the date on which the certificate was issued, including those related to the complete supply chain of each Goods' components; (iii) notify 3M by e-mail at 3MUSImports@mmm.com if any Goods are or become subject to antidumping or countervailing duties for the purposes

of import into any country; (iv) secure its facilities and all shipments made to 3M and 3M-designated sites in accordance with then-current U.S. Customs Trade Partnership Against Terrorism (“CTPAT”) security guidelines and/or any other Trusted Trader Status/Certification informed by 3M; and (v) if 3M is the importer of record for specific shipments, provide to 3M, or require its contractors, sub-tier providers, logistics providers or agents to provide, all necessary shipping data to satisfy security, notification and other regulatory requirements applicable at the time of delivery and destination legal requirements, including but not limited to the U.S. Importer Security Filing (“ISF”) requirements. This shipping data must be provided to 3M before the Goods are delivered to the carrier, and in any event, no less than three business days prior to delivery of Goods to the carrier.

- g All drawback of duties and rights (including rights accruing from product substitution and rights obtained from Supplier’s Third-Party Support) related to duties paid by Supplier when the Goods or any materials or components used in manufacturing of the Goods are imported by Supplier will accrue to the exclusive benefit of 3M, and Supplier will provide 3M with all documents and information requested by 3M and reasonably cooperate with 3M to obtain payment.
- h Supplier certifies that neither it nor its Third-Party Support or any third party acting on its behalf use forced labor in connection with supplying Goods to 3M. “Forced labor” includes indentured, bonded, coerced, prison or slave labor, child labor, labor obtained through human trafficking, and workers who are nationals of the Democratic People’s Republic of Korea (DPRK). Notwithstanding anything else in this Order, 3M may refuse delivery of any Goods determined to have been produced in whole or part with forced labor and may terminate the business relationship. In the event that a shipment containing Goods subject to this Order is detained by an importing country’s government agency, Supplier agrees to promptly provide all relevant documentation and information requested by 3M and/or the relevant government agency. This includes but is not limited to supply chain records, certificates of origin, labor contracts, and any other documents necessary to demonstrate compliance with applicable laws and regulations prohibiting forced labor. Failure to provide such documentation in a timely manner may result in 3M refusing delivery and/or cancelling future orders.

11.SUBCONTRACTING

- 11.1 Supplier shall not subcontract any of the work in connection to Supplier’s performance of an Order to a Third-Party, including suppliers, subcontractors or sub-tier providers (“Third-Party Support”) without 3M’s written consent. Supplier is fully responsible for the actions or inactions of any Third-Party Support. Supplier must maintain adequate auditing and management processes to ensure all Goods provided to 3M conform to these Terms, the Order, and any Requirements. A failure by any Third-Party Support to comply with these Terms shall be considered a failure by the Supplier. Supplier shall ensure that any Third-Party Support shall have written agreements with Supplier consistent with these Terms to ensure that the protections required by 3M from Supplier are also received from Third-Party Support for the benefit of 3M.

12.CONFIDENTIAL INFORMATION.

- 12.1 “3M Confidential Information” means information or tangible materials, whether or not designated by 3M as confidential, pertaining to: (a) 3M Materials; (b) “3M Data”, which is any data or information created, received, or maintained by, or on behalf of, 3M, any 3M affiliate or any of their respective agents or subcontractors that Supplier processes for purposes of performing under the Order, including Personal Information; (c) 3M’s product development, design, formulations, composition, research and development, or specifications; (d) 3M’s product manufacturing techniques, rates or quantities; (e) 3M’s equipment used to make products; (f) 3M systems, and any access codes or passwords (g) any other aspects of 3M’s business relating to products and services, including without limitation marketing, sales, customers and non-public financial data; (g) all Orders placed by 3M including the Terms and any Deliverables; (h) the parties’ relationship; and (i) any information disclosed to Supplier, any employee, agent, or subcontractor of Supplier or any third party acting on Supplier’s behalf, that is disclosed by or on behalf of 3M and marked “confidential” or which would be reasonably understood to be confidential due to the nature of the information or the circumstances in which it was disclosed.
- 12.2 3M Confidential Information does not include information that is: (a) available to the public without fault of Supplier; (b) known to Supplier prior to its receipt from 3M as evidenced by Supplier’s written records; or (c) available to Supplier from another source without breach of any agreement or violation of law.
- 12.3 Supplier acquires no rights to 3M Confidential Information due to an Order. Supplier shall: (a) keep all 3M Confidential Information confidential; (b) use 3M Confidential Information only as necessary to perform Supplier’s obligations under the Order; (c) not disclose any 3M Confidential Information or otherwise permit access to or make 3M Confidential Information available to any person except as expressly permitted or instructed in writing by 3M and (d) ensure that its employees, agents, and 3M-approved Third-Party Support abide by these confidentiality obligations.
- 12.4 If required by applicable law or judicial or administrative process to disclose 3M Confidential Information, Supplier agrees to the extent permitted by law to (a) immediately give 3M notice; (b) provide all reasonable assistance to 3M in any attempt by 3M to limit or prevent the disclosure of the 3M Confidential Information, and (c) furnish only that portion of the 3M Confidential Information which is legally required to be furnished and, in consultation with 3M, to use all reasonable efforts to ensure that the 3M Confidential Information is maintained in confidence by the party to whom it is furnished.
- 12.5 Upon termination or expiration of the Order, Supplier shall return to 3M or destroy, using industry standard methods, any 3M Confidential Information in Supplier’s possession or control, unless retention is required for Supplier to comply with applicable law. Supplier will promptly inform 3M if retention of any 3M Confidential Information is required for Supplier to comply with applicable law. The confidentiality obligations in these Terms, the Data Security Exhibit, the Privacy Exhibit and AI Exhibit (as applicable) survive the Order and continue to apply to 3M Confidential Information for so long as Supplier retains 3M Confidential Information. Upon destruction of 3M Confidential Information at the conclusion of the Order, Supplier shall provide a certification of destruction to 3M.

13. DATA SECURITY, DATA PRIVACY AND ARTIFICIAL INTELLIGENCE (AI):

- 13.1 **Information Security.** Supplier shall implement and maintain security measures to protect 3M Confidential Information in accordance with the Data Security Exhibit (available here: <https://multimedia.3m.com/mws/media/25148370/data-security-exhibit-po.pdf>), including implementation and maintenance of a comprehensive information security program with information security industry standard safeguards, such as ISO27001, to protect 3M Confidential Information against Cybersecurity Incident.
- 13.2 Supplier shall notify 3M via email at GlobSecOpsCenter@mmm.com within 24 hours of Supplier's becoming aware of any Cybersecurity Incident or any Privacy Incident impacting 3M Confidential Information, 3M Systems, or 3M's use of the Goods ("**Security Incident Notification**"). 3M reserves the right to disclose Supplier's name in connection with a reported Cybersecurity Incident or Privacy Incident.
- 13.3 **Personal Information Processing.** Supplier agrees to comply with all applicable data protection and privacy laws and Data Privacy Exhibit (available here for Supplier as processor: <https://multimedia.3m.com/mws/media/25148360/data-privacy-exhibit-processor-po.pdf> and here for Supplier as controller: <https://multimedia.3m.com/mws/media/25148350/data-privacy-exhibit-controller-po.pdf>) when collecting, storing, transferring, sharing and/or otherwise processing any Personal Information as defined in the Privacy Exhibit. Supplier shall inform 3M of any international transfers (including identification of the country) of Personal Information in advance of making the transfer and shall assist 3M in assessing its respective obligations to comply with applicable laws. Supplier shall execute any annexes to the Data Privacy Exhibit as required by 3M.
- 13.4 **AI Warranty.** Without 3M's express prior written approval, which 3M may grant or withhold in its sole discretion, Supplier shall not (1) use, or permit the use of, any artificial intelligence tool, system, model, application, technology or service ("AI Tool"), including any AI Tool that generates text, images, sound or any other information or content ("Generative AI Tool"), in connection with the Goods provided to 3M; (2) use or include any works created by Generative AI Tools (or any derivative work thereof) in any Goods; or (3) itself, or permit others to, upload or submit any 3M Data or Personal Information into any AI Tool. Any Supplier's use of an AI Tool shall be consistent with AI Exhibit (available here: <https://multimedia.3m.com/mws/media/25148380/artificial-intelligence-exhibit-po.pdf>) and shall include a detailed description of Supplier's proposed use, the manner in which it will be used, and any potential third party rights or other legal issues that may arise from such use.
- 13.5 **Definitions.** Any terms not defined in this Section 13 will rely on the definitions in the Data Security Exhibit, Data Privacy Exhibit and AI Exhibit, which are incorporated herein by reference and represent inseparable part of these Terms and the applicable Order.

14. INDEMNIFICATION, INSURANCE AND DAMAGES WAIVER:

- 14.1 Supplier shall indemnify, defend, and hold harmless 3M, its affiliates, and their successors, assigns, officers, directors, employees, and agents for, from and against any claim, liability, loss, damage, lien, judgment, duty, fine, civil penalty and cost, including attorneys' fees and litigation expenses, arising out of or in connection with: (a) Supplier's failure to comply with any of its obligations under an Order, which may include, without limitation, those relating to a resulting Good recall or other reasonable action 3M takes regarding any such failure; (b) any breach of Supplier's warranties under an Order; (c) any third party claims related to Supplier's performance of its obligations under an Order,

including those by Supplier's employee, agent, or Third-Party Support; (d) any Cybersecurity Incident (as defined in the Data Security Exhibit) impacting 3M Confidential Information, 3M systems, or 3M's use of the Services or any Privacy Incident (as defined in the Privacy Exhibit); (e) claims arising out of handling, packaging, labeling, storage, treatment, removal, transportation, and disposal of any waste material at any Supplier site or related to the Goods under any laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq. as amended, known as "CERCLA"), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq., known as "RCRA"), or any other current or future law of similar effect; and (f) claims related to AI Tools, and AI Outputs Content (as defined in the AI Exhibit). These indemnities do not affect any other 3M remedies.

14.2 During the Term, Supplier will maintain, at its own expense, on an occurrence basis: (a) commercial general liability insurance (including contractual liability) of at least \$2,000,000 per occurrence; (b) if available for the type of service Supplier is providing, professional liability insurance (including errors and omissions coverage) of at least \$2,000,000 per claim; (c) worker's compensation insurance that meets statutory requirements or satisfactory evidence that Supplier is authorized to self-insure; (d) employer's liability insurance of at least \$500,000 per occurrence; and (e) cyber liability insurance of at least \$5,000,000 per claim. . The General Liability policy shall include 3M as an additional insured and the workers' compensation shall provide a waiver of subrogation in favor of 3M. Supplier shall furnish to 3M certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Supplier. Supplier shall provide 3M with thirty (30) days prior written notification of any termination or reduction in the amount or scope of coverages.

14.3 3M WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO GOODS, SERVICES, DELIVERABLES, AN ORDER, OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE DAMAGES ARE SOUGHT.

15.UNAVOIDABLE DELAY:

15.1 If a party cannot perform its obligations, in whole or in part, under an Order as a result of civil or military authority, war, flood, fire, epidemic, pandemic, or other condition or cause beyond its reasonable control and not related to its fault or negligence (an "Unavoidable Delay"), that party will be excused from that performance during the Unavoidable Delay to the extent that performance is prevented or delayed. Supplier shall provide notice to 3M as soon as possible as to the occurrence of an Unavoidable Delay, but no later than one full business day upon its occurrence. The notice shall include a description of the cause of the Unavoidable Delay, any mitigating steps Supplier is taking, and the anticipated date of return to full performance. Supplier shall use all reasonable efforts to ensure that the effects of an Unavoidable Delay are minimized and resume full performance as soon as possible. If Supplier has an Unavoidable Delay, 3M may modify or terminate any Orders on notice to Supplier without liability to 3M or Supplier. During a Supplier Unavoidable Delay, Supplier will allocate any available Goods as is fair and reasonable. Unavoidable Delay will not

include: (a) any labor dispute; (b) non-performance by Supplier's supplier; or (c) any delay preventable by Supplier moving the affected Goods to an alternate 3M-approved Supplier facility.

16.DISPUTE RESOLUTION:

16.1 Any claim or dispute arising from, or relating to, a Good, Service, Deliverable or an Order: (a) will be governed by the laws of the State of Minnesota, United States of America, without regard to its conflicts of law provisions; and (b) must only be litigated in a federal or state court of competent jurisdiction in Ramsey County, Minnesota. Each Party consents to the Minnesota courts' personal jurisdiction. Each Party will bear its own costs in dispute resolution, except that if a Party commences litigation, the losing Party in that litigation will pay all the prevailing Party's attorneys' fees, court costs, and other expenses related to that litigation. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not govern an Order. All negotiations will be conducted in English, and all documents, including all Orders, will be written in English.

17.GENERAL

17.1 **U.S. Government Flow-Down Provisions.** The U.S. Government provisions that apply to the Order ("Flow Downs") may be found on the 3M Supplier Direct website at: 3M.com/suppliergov under "U.S. Government Contracts – Provisions for Suppliers and Subcontractors USGOV-U". These Flow Downs are in addition to any other Flow Downs that may be included in the Order. The Flow Downs are incorporated in their entirety into the Order by this reference, and have the same force and effect as if they were included in full text in the Order. The version of the Flow Downs is the most current version shown in the 3M Supplier Direct website as of the effective date of the Order and may only be changed by mutual written agreement of the parties.

17.2 **Notices.** All notices (including of address change) permitted or required under the Order must be written and sent by any internationally recognized overnight delivery service to **3M at: Global Procurement, Bldg 225-3N-01, St. Paul, MN 55144-1000, Attention: Vice President;** and (b) to Supplier at the address to which the applicable Order was sent.

17.3 **Audit and Records.** Supplier will maintain all accounting, sales, shipping, transportation, manufacturing, and technical records arising from, or related to, performance of Supplier's obligations under the Order for six years from the later of the record's creation or the date on which the applicable Service or Deliverable was provided to 3M. During the term and for 5 years thereafter, 3M or a third-party designated by 3M may audit Supplier's records relating to Supplier's compliance with the Order. 3M will provide reasonable prior notice of such audit, and Supplier will cooperate in any such audit(s), including making Records available (defined as any of Supplier's and its Third-Party Support's records, including, but not limited to pertinent data, assets, books and financial accounts); allowing review of Company's and its Third-Party Support's Records that relate to Company's obligations under this Order; and allowing interviews of their personnel. 3M will incur the cost of any audits and determine, in its sole discretion, the scope, method, nature and duration of an audit.

17.4 **Assignment.** Supplier cannot assign, transfer, or delegate any of its rights or

obligations under an Order without 3M's prior written consent. If Supplier breaches this restriction, 3M may in addition to its other remedies terminate the Order upon notice to Supplier. If the Order is assigned, transferred, or delegated as part of any sale of Supplier's business or assets, or if ownership of Supplier or Supplier's business is transferred to a successor, including as a result of a merger or consolidation, 3M may at any time thereafter terminate the Order on written notice to Supplier. Notwithstanding the foregoing, in no event will Supplier be entitled to disclose 3M Confidential Information to any assignee, transferee, delegate, or successor without 3M's prior written consent.

17.5 **Entire Order.** The Order, together with these Terms, and any SOW's, attachments, exhibits or supplements specifically referenced in the Order, constitutes the entire and complete agreement between Supplier and 3M with respect to the matters contained in the Order and supersedes any other oral or written representations, agreements, orders, quotations, proposals (including the Proposal Document), electronic or other terms of use, click-through or other acceptance terms, and any other communications regarding the Goods covered by the Order. Notwithstanding the foregoing, if the parties have executed a prior written agreement (including any confidentiality or intellectual property agreements) ("Prior Terms") and such Prior Terms have not been cancelled, rescinded, or expired, all provisions of such Prior Terms will remain in full force and effect. If such Prior Terms explicitly apply to the Goods set forth in the Order, then such Prior Terms shall apply except to the extent supplemented by these Terms.

17.6 **Modification to Terms.** 3M may modify these Terms, at any time, by posting notice of such modified Terms at https://www.3m.com/3M/en_US/suppliers-direct/suppliers/source-to-pay/terms-and-conditions/ or any successor website at least ten (10) days prior to any modified Terms becoming effective. Supplier shall review 3M's website and the Terms periodically. Supplier's continued performance under any Order without providing written notice to 3M in accordance with the Terms detailing Supplier's objection to any modified terms prior to the effective date of such modified terms will be subject to and will constitute Supplier's acceptance of any modification to these Terms. Except as provided in the preceding sentences or as otherwise provided in these Terms, an Order may only be modified by a Signed Writing.

17.7 **Independent Contractor.** The parties' relationship is that of independent contractors. Nothing in an Order authorizes either party or its employees to act as the other party's agent or representative or will be construed to make a party's employees, agents, or contractors the other party's employees, agents, or contractors. 3M may provide information to Supplier about employment, safety, environmental, or other matters related to Goods or Services, but Supplier exercises its independent judgment on all such matters.

17.8 **Interpretation.** If a tribunal of competent jurisdiction holds any term of an Order to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable so long as the essential terms and conditions of the Order reflect the parties' original intent.

17.9 **Waiver.** A waiver of any provision of an Order may only be made in writing. A party's failure to exercise any rights under an Order, or to insist on strict compliance with the Order, is not a waiver of the party's rights.

17.10 **Survival.** These Terms including, without limitation, any relating to safety, compliance, warranty, indemnification, confidentiality, will survive and remain fully enforceable after an Order's end to the full extent necessary to protect the party in whose favor they run.