

## **3M Global Purchase Order Terms**

### **1. SCOPE:**

- 1.1 These Global 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, reports, databases, designs, prototypes, artwork, or other materials (“Deliverables”). Materials, Services, and Deliverables are collectively referred to herein as “Goods”.
- 1.2 **For certain jurisdictions, supplemental terms set forth in Appendix A and Appendix B attached hereto shall apply, and either replace or modify these Terms as further described in the applicable Appendix.**
- 1.3 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) Appendix A and Appendix B attached hereto; (d) the Terms; and (e) any Statement of Work. Capitalized terms not defined in these Terms have the meaning ascribed to them in the given Order, Appendix, Exhibit, or Statement of Work.
- 1.4 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 Appendices) and forms a contract with 3M by (a) accepting the Order in writing including electronic means such as email; (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 and Appendices) 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. 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 Spot-Buy Order is a one-time order for a specific quantity or type of Goods at a specific price.
  - b Scheduling Order (also referred to as scheduling agreement or blanket order) is an order for Goods setting forth binding prices (including for each Release Order), non-binding forecast quantities and estimated ordering schedule for a defined period. Committed quantities and delivery dates will be confirmed via Release Order.
  - c 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 delivery location, date(s), 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 or guaranty 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. Spot-Buy Order or Release Order only applies to the 3M entity identified in the Order.

#### **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 120 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, surcharges, inflation rates, or fluctuations in foreign exchange rates, unless specifically agreed to by 3M in the Order, or in a Signed Writing. 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.
- 4.4 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 [www.3m.com/travelreimburse](http://www.3m.com/travelreimburse) and incorporated herein by this reference.
- 4.5 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.
- 4.6 Supplier represents and warrants 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.
- 4.7 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 (or local currency equivalent) 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.
- 4.8 All prices stated in the Order shall be exclusive of any Taxes. Supplier shall be responsible for any Taxes imposed or assessed on its own transactions and any that occur prior to the supply of Goods to 3M. 3M shall pay and be responsible for Taxes imposed or assessed upon supply of Goods to 3M, except for any Taxes with respect to which 3M has provided Supplier with a valid tax exemption certificate. Supplier shall issue invoices with all applicable Taxes itemized separately. Supplier and 3M shall cooperate to minimize any Taxes and in obtaining any refund, return or rebate, in applying for an exemption or zero-rating, or in meeting any filing or reporting obligations. Each Party is responsible for (a) any real or personal Taxes on property it owns or leases, (b) franchise, margin, privilege and similar Taxes on its business, (c) the employment Taxes of its employees and (d) Taxes based on its net or gross income. All amounts payable under this Agreement shall

be made free and clear of any deduction or withholding for Taxes except to the extent 3M is required to deduct or withhold Taxes by any applicable law or regulation. Any Taxes deducted or withheld by 3M shall be treated as paid to Supplier for the purposes of assessing if invoiced amounts have been paid by 3M under this Agreement. "Tax" or "Taxes" means (i) all taxes, charges, fees, duties, tariffs, levies, imposts, rates, or other assessments or governmental charges of any kind imposed by any U.S. federal, state, local, or foreign Tax Authority, including income, gross receipts, sales, use, value added, employment, stamp, environmental, excise, customs duties, property, license, capital, registration, withholding, alternative or add-on minimum, or other taxes whether disputed or not, and (ii) any interest, penalties, additions to tax, or additional amounts in respect of the foregoing. "Taxing Authority" means any U.S. federal, state or local or non-U.S. jurisdiction (including any subdivision and any revenue agency of a jurisdiction) imposing Taxes and the agencies, if any, charged with the collection of such Taxes for such jurisdiction.

- 4.9 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 with 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 accepts the risk associated with the lead times of any components, raw materials, or Goods. 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 twelve 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 or equivalent in other jurisdictions 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, finance, transfer or remove from Supplier's facility any 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 (or any equivalent local legislation), 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/](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 [www.3m.com/NAA](http://www.3m.com/NAA); (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 applicable law (including the Uniform Commercial Code (“UCC”) or its local equivalent) 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 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, processed, and performed in accordance with the highest industry standards and 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 and corrective action for any non-conforming Goods or 3M customer complaints related to the Goods, and will notify 3M immediately of any known 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 requiring bond or other security.

**10. COMPLIANCE WITH LAWS & SUPPLIER RESPONSIBILITY:**

- 10.1 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.
- 10.2 Supplier shall comply with (i) 3M’s compliance requirements located at [www.3m.com/ComplianceTerms](http://www.3m.com/ComplianceTerms) and incorporated herein by this reference; and (ii) 3M’s Code of Conduct and underlying Principles located at [www.3m.com/3m/en\\_US/ethics-compliance/code](http://www.3m.com/3m/en_US/ethics-compliance/code), as well as the 3M Supplier Responsibility Code located at [www.3m.com/3M/en\\_US/suppliers-direct/supplier-requirements/contract-provisions](http://www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions), both incorporated herein by these references.

## 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](mailto: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 set forth in the Data Security Exhibit, Data Privacy Exhibit and AI Exhibit, which are each 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"), the Environmental Protection Act and the Waste Framework Directive, 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 (all values in USD – local currency equivalent is acceptable converted at then-current exchange rates): (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 (UNLESS PROHIBITED BY LAW), 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. Notwithstanding the foregoing, if the 3M entity that sent the Order is from a country listed in Appendix A (attached hereto), then the Choice of Law and Venue will be as set forth in Appendix A. 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 following provisions apply when supporting a U.S. government contract. The U.S. Government provisions that apply to the Order ("Flow Downs") are available at [www.3M.com/suppliervgov](http://www.3M.com/suppliervgov) 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: either the 3M email address in the Order or **Global Procurement, Bldg 225-3N-01, St. Paul, MN 55144-1000, Attention: Vice President**; or the 3M entity and address provided on the Order and (b) to Supplier at the address to which the applicable Order was sent (email is sufficient).

- 17.3 **Audit and Records.** Supplier and its affiliates shall at all times keep complete and accurate books 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.** To the fullest extent permitted by law, 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 (including the Exhibits and Appendices), 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 [www.3m.com/supplierterms](http://www.3m.com/supplierterms) or any successor website at least thirty (30) 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 this section 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.

**APPENDIX A**

<b>Location</b>	<b>Choice of Law</b>	<b>Venue</b>	<b>Additional Requirements</b>
Argentina	Argentina	Commercial Courts of Buenos Aires	
Australia	New South Wales, Australia	Courts of New South Wales, Australia	
Austria	Austria	Vienna, Austria	
Belgium	Belgium	Dutch-Speaking Court of Brussels	<a href="#">Available Here</a> (Page 13)
Brazil	Brazil	District Court of the City of Sao Paulo	
Canada	Province of Ontario	Ontario Courts	3M and Supplier expressly require and mutually agree that the Order and all related documents, including notices and other communications, be written exclusively in English.
Chile	Chile	Chile Courts	<a href="#">Available Here</a> (Page 13)
China	People's Republic of China	People's Court where 3M is located	<a href="#">Available Here</a> (Page 13)
Czech Republic (CESKO)	Czech Republic, Act No. 89/2012 Coll., the Civil Code, as amended, without regard to its conflicts of law provisions	Court of Jurisdiction over 3M's registered seat.	<a href="#">Available Here</a> (Page 13)
Columbia	Columbia	Ordinary Courts of Bogota	
Costa Rica	Costa Rica	Costa Rica Courts	
Denmark	Denmark	Denmark Courts	
Finland	Finland	Finland Courts	
France	France	French Courts	<a href="#">Available Here</a> (Page 14)
Germany	Germany	Düsseldorf, Germany	
Hong Kong	Hong Kong Special Administrative Region	Courts where 3M Hong Kong is Located	
Hungary	Hungary	Hungarian Ordinary Courts per Act CXXX of 2016 on the Code of Civil Procedure	<a href="#">Available Here</a> (Page 16)
India	India	Bangalore, India	
Indonesia	Country of the 3M Entity that Places the Order	Court of South Jakarta	The Parties agree to waive Article 1266 of Indonesian Civil Code for termination of this Purchase Order without require any court decision or stipulation and waive any provisions concerning the termination agreement through the court
Ireland	Ireland	Ireland Courts	
Japan	Japan	Tokyo, Japan Courts	<a href="#">Available Here</a> (Page 16)
Korea	Republic of Korea	Seoul Central District Court	<a href="#">Available Here</a> (Page 17)
Malaysia	Malaysia	Malaysia Courts	

Mexico	Mexico *Maquilas will use applicable laws of Juarez, Chihuahua, San Luis Potosi, or Ensenada, Baja California	Mexico City *Maquilas will use competent courts in Juarez, Chihuahua, San Luis Potosi, or Ensenada, Baja California	<a href="#">Available Here</a> (Page 18)
Netherlands	Netherlands	The Hague, the Netherlands	<a href="#">Available Here</a> (Page 18)
New Zealand	New Zealand	New Zealand Courts	
Norway	Norway	Norway Courts	
Panama	Panama	Panama Courts	
Peru	Peru	Cercado de Lima Courts	
Philippines	Philippines	Taguig City, Philippines	
Poland	Republic of Poland	Court of Jurisdiction of 3M's Registered Seat.	<a href="#">Available Here</a> (Page 19)
Singapore	Singapore	Singapore Courts	
Slovakia	Slovakia	Slovakia Courts	<a href="#">Available Here</a> (Page 21)
Spain	Spain	Spanish Courts	<a href="#">Available Here</a> (Page 22)
Sweden	Sweden	Sweden Courts	
Switzerland	Switzerland	Zurich, Switzerland	
Taiwan	Taiwan	Taipei District Court, Taiwan	
Thailand	Thailand	Courts of Thailand (if Supplier is registered and located in Thailand)	<a href="#">Available Here</a> (Page 23)
Ukraine	Ukraine	Court of Jurisdiction over 3M's registered seat.	<a href="#">Available Here</a> (Page 24)
United Kingdom	England and Wales	England and Wales Courts	
Vietnam	Vietnam	Vietnam Courts	

**APPENDIX B****Belgium**

1. Section 4.1 is modified as follows: Payment term of “120 days” is replaced by “60 days”.
2. Section 17.3 Audit and Records, the first sentences is modified as follows: 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, or for the duration required by applicable law, whichever is longer.

**Chile**

1. Section 4.1 is modified as follows: Payment terms of “120 days” is replaced with “30 days”.

**China**

1. Section 13.2 is replaced in its entirety with the following: Supplier shall notify 3M via email at GlobSecOpsCenter@mmm.com and 3M China Information Security team via email at chkisrc@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. Local law and regulation requirements prevail where there is difference on incident reporting requirements.
2. The Data Privacy Exhibit and Data Security Exhibit are replaced in their entirety with: the Data & Privacy Exhibit available at [www.3m.com/3MChinaPrivacySecurityExhibit](http://www.3m.com/3MChinaPrivacySecurityExhibit), which is incorporated in its entirety by this reference.

**Czech Republic (CESKO)**

1. Section 1.1 is supplemented with the following:

“Terms shall apply to the orders issued by the following 3M affiliate (“3M”):

3M Česko, spol. s r.o.

Registered seat: V Parku 2343/24, 148 00 Praha 4

Id. No.: 41195698

Registration in Commercial Register: kept by the Municipal Court in Prague, Section C, Insert 3729

Tax No: CZ41195698”.

2. Section 2.1 is replaced in its entirety with: Subject to the last sentence of this Section, 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. In case however, where: (i) the Order involves personal data processing, in order to be valid, the Order incorporating the Terms shall be accepted in writing or via a 3M click-through or supplier portal, (ii) in other cases where the applicable law requires that Order is accepted in a specific form, this form will be preserved in order for contract to be concluded based on the Order.
3. Section 4.1 is replaced in its entirety with: Goods shall be delivered by Supplier to 3M for the price and in the currency stated in the Order. 3M shall only make payments to Supplier on the basis of a correctly issued invoice and delivered to 3M. Unless 3M agrees with Supplier a different payment term, 3M will make payment to Supplier on the first payment day that occurs 60 days from the date 3M receives a correctly issued invoice.
4. Section 4.2, first sentence, is replaced with: Each correctly issued invoice shall be tax compliant, relate to only one Spot-Buy Order or Release Order, be issued and dated following the delivery date of the Goods, and be submitted electronically as the date of the taxable supply within the meaning of Section 21 of Act No. 235/2004 Coll., on Value Added Tax, as amended should be indicated the date of the delivery of the Goods.
5. Section 4.7, second sentence, is replaced with: In addition, 3M may charge a contractual penalty of up to USD 500 for the investigation and administration related to any errors, defects, or non-compliance, for the avoidance of doubt, the contractual penalty referred to herein has a punitive function.
6. Section 7.5 is replaced in its entirety with: 3M or its designated affiliate owns the Deliverables. Supplier assigns to

3M or 3M's designated affiliate all of Supplier's proprietary intellectual property rights to the Deliverables, including all patent, copyright, trademark and other intellectual property rights associated with the Deliverables. If any of the above rights cannot be assigned, Supplier grants to 3M or 3M's designated affiliate the right to exercise the intellectual property rights (license) to all of Supplier's intellectual property rights to the Deliverables as defined above. 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 License. Supplier shall execute any additional documents reasonably requested by 3M to assert and preserve the rights assigned or 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. Section 9.1 is replaced in its entirety with: In addition to all implied and express rights from defective performance referred to in applicable laws, including Act No. 89/2012 Coll., the Civil Code, as amended 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."
8. Section 13.6 is modified to include the following: 3M acts as a data controller within the meaning of Article 4(7) of the General Data Protection Regulation ("GDPR") and will process the following personal data specified in the Order for purposes related to its conclusion and performance in accordance with the 3M Privacy Policy: [http://www.3m.cz/wps/portal/cs\\_CZ/3M/company-ctl/privacy-policy/](http://www.3m.cz/wps/portal/cs_CZ/3M/company-ctl/privacy-policy/) Supplier undertakes to inform the individuals whose data will be shared with 3M in connection with the conclusion and performance of the Order, in particular contact persons and individuals delegated by the Supplier to perform the Order at the 3M premises, about the sharing of their data with 3M, as well as, on behalf of 3M, to provide them with the following information: "The controller of your personal data is 3M company your employer/client is co-operating with, hereinafter referred to as "3M". Your data has been provided to 3M by your employer/client. 3M processes your personal data generally in the scope of: first name, last name, employer's name, and also image (if necessary in connection with monitoring at the 3M premises or for purposes related to enabling access to 3M locations) for purposes related to the performance of the Order and in accordance with the 3M Privacy Policy: [http://www.3m.cz/wps/portal/cs\\_CZ/3M/company-ctl/privacy-policy/](http://www.3m.cz/wps/portal/cs_CZ/3M/company-ctl/privacy-policy/).

## **France**

1. Section 4.1 is replaced in its entirety with: 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 45 days end of month, date of invoice. In the event of late payment, late payment penalties, the rate of which may under no circumstances exceed three (3) times the legal interest rate in France, will be payable from the day after the payment date shown on the invoice, without prejudice to the fixed administrative penalty of forty (40) euros.
2. Section 4.5 is deleted in its entirety.
3. Section 4.7 is replaced in its entirety with: 3M's payments may be adjusted for Supplier's errors, defects or non-compliance with an Order. 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. Sections 6.1 and 6.2 are replaced in their entirety with:
  - a. 6.1 3M may request an Order change 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. For any change request, the Parties must agree on the practical terms of such changes and, if applicable, on a modified price under the conditions provided in Section 6.2 below. At 3M's request and direction, 3M may request suspension of all

or part of Supplier's performance under an Order. The parties must agree in good faith on the duration and practical and financial terms of this suspension. The Supplier may not refuse a suspension of less than two months. After suspension, both Parties shall resume performance.

- b. 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 a reasonable time 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) and that the parties confirm their agreement on this adjusted price.

5. Section 6.4 is amended to include the following:

- a. 6.4.1 Without Cause Cancellation: 3M may cancel an Order, without cause, by electronic or written notice to Supplier, subject to the following conditions based on the scheduled Goods delivery date or Services performance date:

- If the delivery or performance date is scheduled less than one month after the Order acceptance, 3M may cancel the Order within the first week following the Order acceptance.
- If the delivery or performance date is scheduled less than two months after the Order acceptance, 3M may cancel the Order within the first three weeks following the Order acceptance.
- If the delivery or performance date is scheduled less than three months after the Order acceptance, 3M may cancel the Order within the first five weeks following the Order acceptance.
- If the delivery or performance date is scheduled more than three months after the Order acceptance, 3M may cancel the Order within the first eight weeks following the Order acceptance.

If 3M's notice of cancellation is issued under the above conditions, then Supplier will be entitled to reimbursement for the actual cost of: (a) For 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) For 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.

- b. 6.4.2. For Cause Cancellation: 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 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 provide written notice to Supplier specifying the non-compliance. Supplier shall have a period of 15 days from the date of the notice to cure the non-compliance. If Supplier fails to remedy the non-compliance within this period, 3M may cancel the Order by providing written notice to Supplier. In such cases, 3M shall not be liable for any costs or damages to Supplier, in addition to any other legal or equitable remedies 3M may have.

6. Section 7.5 is replaced in its entirety with: 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, 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. Section 17.4 is replaced in its entirety with: 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. 3M reserves the right to assign, transfer, or delegate any of its obligations under an Order without Supplier's prior written consent."

8. Section 17.6 is replaced in its entirety with: Modification to Terms. 3M may modify these Terms, at any time, by notifying the Supplier of such modifications by any means. The notified modification will be deemed tacitly accepted by the Supplier after 10 business days from the notification. Except as provided in the preceding sentences or as otherwise provided in these Terms, an Order may only be modified by a Signed Writing.

#### **Hungary**

1. Section 2.1 is replaced in its entirety with: 3M informs the Supplier that these Terms regulates the Order acceptance substantially different from the legal provisions, i.e. the 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. Section 4.1 is replaced in its entirety with: Goods and services 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 30 days from the date 3M receives a correctly issued invoice from Supplier.
3. These Terms are issued in Hungarian and English language and in case of any discrepancy between the two language versions, the Hungarian version shall prevail.

#### **Japan** The following terms shall apply only when the transaction between the Supplier and 3M is subject to the Act against Delay in Payment of Subcontract Proceeds, etc. to Subcontractors.

1. Section 2.1 is replaced in its entirety with: 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. Supplier acknowledges, agrees and accepts that 3M may issue the Order electronically as required by local law.
2. Section 4.1. is replaced in its entirety with: 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 60 days from the date 3M receives Goods from Supplier.
3. Section 4.5 is replaced in its entirety with: Supplier acknowledges that pricing and assurance of Goods are critical to the purpose of the Order.
4. Section 4.7 is replaced in its entirety with: 3M's payments may be adjusted for Supplier's errors, defects or non-compliance with an Order. In addition, to the extent permitted by local laws, 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.
5. Section 6.1, 6.2, 6.4 and 6.5 are replaced in their entirety with:
  - a. 6.1: 3M may change an Order, to the extent allowed by local law, 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, provided that there are unavoidable circumstances and an explanation is provided and 3M bears all the expenses and cost, including semi-finished product and material, that is incurred in connection with the change. 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.
  - b. 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.

- c. 6.4: 3M may cancel an Order, to the extent allowed by local law, 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, provided that there are unavoidable circumstances and an explanation is provided and 3M bears all the expenses and cost, including semi-finished product and material, that is incurred in connection with the cancellation. 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.
  - d. 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), to the extent permitted by local laws."
6. Section 7.5 is replaced in its entirety with: 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 in case that 3M clearly specifies the extent of the transfer or license of intellectual property rights related to the deliverables in the service description of each Order document. 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. Section 8.5 is amended by replacing the first sentence with: Supplier will, at its own expense and discretion, 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.

## Korea

1. Section 1.5 is added as follows: If this Order constitutes a subcontract transaction under the FAIR TRANSACTIONS IN SUBCONTRACTING ACT("Subcontracting Act"), this 3M Purchase Order Terms shall be subject to the Subcontracting Act, and any provision in violation of the Subcontracting Act shall be null and void."
2. Section 2.1 is replaced in its entirety with: 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. 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.
3. Section 4.5 is replaced in its entirety with: Supplier acknowledges that pricing and assurance of Goods are critical to the purpose of 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.

**Mexico:**

1. Section 5.1 is modified to add the following: If the Order does not specify a period of compliance, the Parties agree that the period shall be as set forth in Article 83 of the Commercial Code

In addition, the following REPSE terms apply:

2. The Parties acknowledge that the acts contained in the Agreement are not included within its corporate purpose, nor are they part of its predominant activity.
3. The Supplier undertakes to provide the specialized services set forth in the Order.
4. The Services will be provided directly by the Supplier with its own personnel, or through third-party contractors when the nature of the provision of the Services in particular so requires; on the understanding that the personnel, workers and/or contractors used by the Supplier shall be under their own direction, dependence and supervision, establishing for this purpose the tasks that correspond to any of them in the provision of the Services object of the Agreement, the number of workers of the Supplier assigned to the fulfillment of the Agreement may vary at the sole discretion of the Supplier, and must inform 3M in due course. The Supplier will be responsible for the proper diligence and professionalism with which the SERVICES must be provided.
5. The Services are going to be provided at 3M facilities as determined by 3M.
6. Approximate number of workers who will provide the Services will be at 3M's discretion.
7. The Supplier declares that it has been assigned the number it provided to 3M, which contains the following specialized activities or works under the folio numbers provided by Supplier to 3M in the Public Registry of Contractors of Specialized Services or Specialized Works before the Ministry of Labor and Social Welfare ("in Spanish Secretaría del Trabajo y Previsión Social" or "STPS"); is added to the Agreement in a single file marked as REPSE EXHIBIT the documentation that proves compliance with its labor obligations in terms of Article 15 of the Federal Labor Law and 15-A of the Social Security Law in force, for the provision of the services subject to this Agreement.
8. The Supplier declares that it has sufficient experience, legal, economic, and professional capacity to be bound by the terms of the Agreement, in addition to having the permits, certifications, authorizations, material and human resources to satisfactorily comply with the services.
9. The Supplier undertakes to cover in a timely manner the fees, wages, benefits, worker-employer contributions of the Social Security, INFONAVIT, SAR, as well as to make the corresponding withholdings and contributions for the payment of salaries, local taxes, and other applicable taxes with respect to the personnel assigned to the provision of the Services subject to this Instrument. The Supplier undertakes to deliver to 3M in terms of the Social Security Law, the Income Tax Law, the Value Added Tax Law and any other applicable law, the certificates that prove compliance with such obligations, as well as any other documentation that 3M requires for such purpose.
10. The Supplier undertakes to be registered in the Public Registry of Contractors of Specialized Services or Specialized Works with the Ministry of Labor and Social Welfare ("STPS"), and to inform 3M in writing if it is revoked at any time.

**Netherlands**

1. Section 4.1 is modified as follows: Payment term of "120 days" is replaced by "60 days".
2. Section 17.3 Audit and Records, the first sentences is modified as follows: 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, or for the duration required by applicable law, whichever is longer.

**Poland:** The Polish Terms shall apply to the orders issued by the following 3M affiliates (“3M”):

**3M Wrocław Sp. z o.o.** a company incorporated under the laws of Poland, with its registered seat in Wrocław and address in Wrocław (51-424), Kowalska Street 143, Poland, registered in the Entrepreneurs` Register of the National Court Registry kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division under the KRS number 0000258909, with share capital of PLN 280.000.000,00 and Tax Identification Number NIP 895-18-58-100, REGON: 02030880 and BDO registration number 000009125 or/and

**3M Poland Sp. z o.o.** a company incorporated under the laws of Poland, with its registered seat in Kajetany and address in Nadarzyn (05-830), Katowicka Alley 117, Poland, registered in the Entrepreneurs` Register of the National Court Registry kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division, under the KRS number 0000014836, with share capital of PLN 30 561 480,00 and Tax Identification Number NIP 527-02-04-212, REGON: 012086877 and BDO registration number 000011068 or/and

**3M Poland Manufacturing Sp. z o.o.** a company incorporated under the laws of Poland, with its registered seat in Wrocław and address in Wrocław (51-416), Kwidzyńska Street 6, Poland, registered in Entrepreneurs` Register of the National Court Registry kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division under the KRS number 0000459909, with share capital of PLN 8 072 250,00 and Tax Identification Number NIP 895-20-21-172, REGON: 022128668 and BDO registration number 000089421 or/and

**3M Service Center EMEA Sp. z o.o.** with its registered office in Wrocław, Powstańców Śląskich Street 9, Wrocław, 53-332, registered in the entrepreneurs` register of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division, under the KRS number 0000543834, with a share capital of PLN 19,840,000.00 and having a NIP number 895-20-40-413 and a BDO registration number: 000576067”.

1. Section 2.1. is replaced in its entirety with: Subject to the last sentence of this Section, 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. In case however, where: (i) the Order involves personal data processing, in order to be valid, the Order incorporating the Terms shall be accepted in writing or via a 3M click-through or supplier portal, (ii) in other cases where the applicable law requires that Order is accepted in a specific form, this form will be preserved in order for contract to be concluded based on the Order.
2. Section 4.1 is replaced in its entirety with: Goods shall be delivered by Supplier to 3M for the price and in the currency stated in the Order. 3M shall only make payments to Supplier on the basis of a correctly issued invoice and delivered to 3M. Unless 3M agrees with Supplier a different payment term, 3M will make payment to Supplier on the first payment day that occurs 60 days from the date 3M receives a correctly issued invoice from Supplier.
3. Section 4.2, first sentence is replaced with: Each correctly issued invoice shall be tax compliant, relate to only one Spot-Buy Order or Release Order, be issued and dated following the delivery of the Goods, and be submitted electronically.
4. Section 4.7, second sentence is replaced with: In addition, 3M may charge a contractual penalty of up to 500 USD for the investigation and administration related to any errors, defects, or non-compliance, for the avoidance of doubt, the contractual penalty referred to herein has a punitive function.
5. Section 4 is supplemented with the following Section 4.10: The payment for the Goods shall be made by bank transfer into the Supplier’s bank account in the country of the Supplier’s registered office. At the time of payment, the Supplier’s bank account number indicated in an invoice shall be in accordance with the Supplier’s bank account number indicated in the register kept by the Head of The National Revenue Administration, i.e. in the List of entities registered as VAT payers, unregistered, as well as deleted and restored to the VAT register. The payment of the goods and services tax (value added tax) is made in accordance with the applicable laws and regulations regarding the method of payment of goods and services tax.

6. Section 4 is supplemented with the following Section 4.11: In case the necessity occurs to decrease price or amount indicated on the invoice documenting the supply (hereinafter as: “Decrease of Amount Due”), by issuance of correction invoice, 3M and Supplier agree the following conditions and terms of such decrease, depending on the reason of correction.
- a. Cancellation of the Order: If 3M decides to cancel the Order, the condition to Decrease of Amount Due will be providing the Supplier by 3M with a relevant information with this respect and confirming by the Supplier, that Supplier received this information. 3M acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
  - b. Return of non-defective Goods: If – upon request of 3M – Supplier decides that the return of non-defective Goods will be accepted, the condition to Decrease of Amount Due will be physical receipt of the returned Goods by Supplier and performing by Supplier of positive verification of the condition of returned Goods. 3M acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
  - c. Reimbursement of price of defective Goods: If according to the complaint of 3M, or in any other cases provided in these Terms, 3M demands the reimbursement of price of the Goods the condition to Decrease of Amount Due will be providing Supplier by 3M with a relevant information with this respect and confirming by Supplier, that it received such an information. 3M acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
  - d. Post-trade bonuses: The right to receive bonus might be granted to 3M by a separate arrangement (these arrangements shall also specify terms to receive such bonus). Each time, condition to receive bonus (and Decrease of Amount Due) will be verification and acceptance by Supplier that the terms to receive a bonus were fulfilled. 3M acknowledges and agrees that this condition is deemed to be fulfilled (and bonus is effectively granted) upon issuance of the correction invoice by Supplier.
  - e. Mistakes on the invoice: If the invoice issued by the Supplier was issued with or by mistake (e.g. the supply documented by the invoice was not conducted or the amount indicated on the invoice was overpriced), the condition to Decrease of Amount Due will be existence of mistake that Supplier get information about. 3M acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
  - f. In all above cases, Supplier is obliged to issue a correction invoices on a timely manner, without unnecessary delays, and bears full liability for not complying with the requirements mentioned herein.”
7. Section 4 is supplemented with the following Section 4.12: In relation to the transactions based on which 3M is obliged to make payments to Supplier, 3M declares that, in light of the requirement provided for in the article 4c of the Act of 8 March 2013 on combating excessive payment delays in commercial transaction, it has a status of a large enterprise within the meaning of the above mentioned Act.
8. Section 7.5 is replaced in its entirety with: 3M or its designated affiliate owns the Deliverables. Supplier assigns to 3M or 3M’s designated affiliate all of Supplier’s proprietary intellectual property rights to the Deliverables, including all patent, copyright, trademark and other intellectual property rights associated with the Deliverables. If any of the above rights cannot be assigned, Supplier grants to 3M or 3M’s designated affiliate the right to exercise the intellectual property rights (license) to all of Supplier’s intellectual property rights to the Deliverables as defined above. In case of Deliverables that constitute works within the meaning of the Polish Copyrights Act, Supplier shall, as of the date of providing 3M with any of Deliverables (or elements thereof), and within the framework of remuneration paid by 3M for Materials or Services connected with these Deliverables, grant to 3M a license to use Deliverables without territorial limitations and for unlimited time, for 3M’s own purposes, in any form and in the in any field of use, and in particular those referred to in Article 50 of the Polish Copyrights Act, including within the scope of: a) recording and reproduction by any technique, including printing, reprographic, magnetic recording, photocopying, recording on floppy disks, optical disks and other digital data carriers, entering into computer memory, etc. ,b) reproduction in any technique, in particular photosensitive, magnetic, audiovisual, digital (in any system and on any carrier), optical, printing in any form, computer-writing technique, c) exploitation in whole or in part in the on-line network, including the data entry to the computer memory and/or distribution in a multimedia network, including the Internet and/or access in digital form in an unlimited number of broadcasts and volume of expenditures, d) public access in such way that everyone can have access to them in a place and time of their choice (including on the Internet), e) use on websites, f) use in multimedia artworks, g) placing on the market, h) public performance and/or public replay in any form, i) use in any form for the purposes of advertising or promotion and other marketing purposes, j) exhibition and/or display in whole or in fragments, k) lease and/or lending for use and/or tenancy and/or grant

a license for commercial use and others to any third party, l) transmit via the Internet, satellite, vision and sound wired and wireless ("License"). Upon granting the License as specified herein, 3M shall have the right to authorize other entities, including in particular 3M Company and other 3M affiliates, to use Deliverables with respect to all fields of use specified above, without the need to obtain additional consent from Supplier (right to sublicense). 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 License. Supplier shall execute any additional documents reasonably requested by 3M to assert and preserve the rights assigned or 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 under the same conditions as specified for the License. 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."

9. Section 9.1 is replaced in its entirety with: In addition to all implied and express rights from defective performance referred to in applicable laws, including Polish Civil Code, as amended 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."
10. Section 13 is supplemented with the following Section 13.6: 3M acts as a data controller within the meaning of Article 4(7) of the General Data Protection Regulation ("GDPR") and will process the following personal data specified in the Order for purposes related to its conclusion and performance in accordance with the 3M Privacy Policy: [www.3m.pl/polityka-prywatnosci](http://www.3m.pl/polityka-prywatnosci). Supplier undertakes to inform the individuals whose data will be shared with 3M in connection with the conclusion and performance of the Order, in particular contact persons and individuals delegated by the Supplier to perform the Order at the 3M premises, about the sharing of their data with 3M, as well as, on behalf of 3M, to provide them with the following information: "The controller of your personal data is 3M company your employer/client is co-operating with, hereinafter referred to as "3M". Your data has been provided to 3M by your employer/client. 3M processes your personal data generally in the scope of: first name, last name, employer's name, and also image (if necessary in connection with monitoring at the 3M premises or for purposes related to enabling access to 3M locations) for purposes related to the performance of the Order and in accordance with the 3M Privacy Policy: [www.3m.pl/polityka-prywatnosci](http://www.3m.pl/polityka-prywatnosci)."

## Slovakia

1. Section 4.1 is replaced in its entirety with: Goods and services 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 60 days from the date 3M receives a correctly issued invoice from Supplier.
2. Section 4.2 is replaced in its entirety with: 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, unless different term required by applicable local legislation. 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).
3. Section 9.4 is replaced in its entirety with: 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 and shall compensate 3M for any damage thus caused. 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. 3M taking any such action in no 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.
4. Section 9.5 is replaced in its entirety with: 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.

**Spain**

1. Section 4.1 is replaced in its entirety with: 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 60 days, date of invoice. In the event of late payment, late payment penalties, the rate of which may under no circumstances exceed three (3) times the legal interest rate in Spain, will be payable from the day after the payment date shown on the invoice, without prejudice to the fixed administrative penalty of forty (40) euros.
2. Section 4.7 is replaced in its entirety with: 3M's payments may be adjusted for Supplier's errors, defects or non-compliance with an Order. 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.
3. Sections 6.1 and 6.2 are replaced in their entirety with:
  - a. 6.1 3M may request an Order change 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. For any change request, the Parties must agree on the practical terms of such changes and, if applicable, on a modified price under the conditions provided in Section 6.2 below. At 3M's request and direction, 3M may request suspension of all or part of Supplier's performance under an Order. The parties must agree in good faith on the duration and practical and financial terms of this suspension. The Supplier may not refuse a suspension of less than two months. After suspension, both Parties shall resume performance.
  - b. 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 a reasonable time 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) and that the parties confirm their agreement on this adjusted price.
4. Section 6.4 is amended to include the following:
  - a. 6.4.1 Without Cause Cancellation: 3M may cancel an Order, without cause, by electronic or written notice to Supplier, subject to the following conditions based on the scheduled Goods delivery date or Services performance date:
    - If the delivery or performance date is scheduled less than one month after the Order acceptance, 3M may cancel the Order within the first week following the Order acceptance.
    - If the delivery or performance date is scheduled less than two months after the Order acceptance, 3M may cancel the Order within the first three weeks following the Order acceptance.
    - If the delivery or performance date is scheduled less than three months after the Order acceptance, 3M may cancel the Order within the first five weeks following the Order acceptance.
    - If the delivery or performance date is scheduled more than three months after the Order acceptance, 3M may cancel the Order within the first eight weeks following the Order acceptance.

If 3M's notice of cancellation is issued under the above conditions, then Supplier will be entitled to reimbursement for the actual cost of: (a) For 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) For 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.
  - b. 6.4.2 For Cause Cancellation: 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 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 provide written notice to Supplier specifying the non-compliance.

Supplier shall have a period of 15 days from the date of the notice to cure the non-compliance. If Supplier fails to remedy the non-compliance within this period, 3M may cancel the Order by providing written notice to Supplier. In such cases, 3M shall not be liable for any costs or damages to Supplier, in addition to any other legal or equitable remedies 3M may have.

5. Section 7.5 is replaced in its entirety with: 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, 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.
6. Section 17.4 is replaced in its entirety with: 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. 3M reserves the right to assign, transfer, or delegate any of its obligations under an Order without Supplier's prior written consent.
7. Section 17.6 is replaced in its entirety with: Modification to Terms. 3M may modify these Terms, at any time, by notifying the Supplier of such modifications by any means. The notified modification will be deemed tacitly accepted by the Supplier after 10 business days from the notification. Except as provided in the preceding sentences or as otherwise provided in these Terms, an Order may only be modified by a Signed Writing.

#### **Thailand**

1. Section 16 is replaced in its entirety with: Any claim or dispute arising from, or relating to, a Good, Service, Deliverable or an Order will be governed by the laws of Thailand. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not govern this Order. Any disputes arising out from the Order which cannot be settled through amicable negotiation within sixty (60) days of the date of a party's request in writing for such negotiation shall be referred to and finally resolved by the courts of Thailand if Supplier is registered and located in Thailand; or arbitration if Supplier is registered and located outside Thailand. In the case of the arbitration: (a) the arbitration shall be conducted in English language in Thailand in accordance with the Thai Arbitration Institute ("TAI Rules") for the time being in force which rules are deemed to be incorporated by reference into this section; (b) the arbitral award shall be final and binding on the parties and judgment on the award may be entered by any court having competent jurisdiction; and (c) all costs of arbitration shall be shared equally among the parties to the arbitration, except attorneys' fees and costs, which shall be borne by the party incurring such fees and costs unless otherwise ordered by the arbitrators. During the resolution of a claim or dispute, Supplier will continue to provide the Services and/or Deliverables as required by this Order.

**Ukraine.** The Ukrainian Terms shall apply to the orders issued to the suppliers by the following 3M affiliate (“3M”):  
**3M Ukraine LLC**, a company incorporated under the laws of Ukraine, located at the address: 12 Amosova, Kyiv, 03038, Ukraine, identification code 33405034.

1. Section 2.1 shall be replaced in its entirety with: The Terms, all Exhibits and 3M’s Orders hereto shall constitute the agreement of adhesion concluded between 3M and Supplier by means of signing of the Terms/Exhibit to the Terms/ application of adhesion to the Terms by the Supplier. By signing of the Terms/ Exhibit to the Terms/ application of adhesion to the Terms, the Supplier accepts the provisions of the Terms, agrees that the Terms shall apply to any Order received from 3M thereafter in full and confirms that Supplier concludes the valid agreement with 3M.
2. Section 9.1 shall be replaced in its entirety with: In addition to all implied and express rights from defective performance referred to in applicable laws, and/or the 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.”
3. The following additional terms shall supplement Section 13:
  - a. 3M acts as a data controller within the meaning of article 2 (1) (2) of the Law of Ukraine “On personal data protection” (“Ukraine DP Laws”) and will process the following personal data specified in the Agreement, Terms, Orders, and other Exhibits to Terms for purposes related to its conclusion and performance in accordance with the 3M Privacy Policy: [http://www.3m.com.ua/3M/uk\\_UA/company-cis/privacy-policy](http://www.3m.com.ua/3M/uk_UA/company-cis/privacy-policy). Supplier undertakes to inform the individuals whose data will be shared with 3M in connection with the conclusion and performance of the Order, in particular contact persons and individuals delegated by the Supplier to perform the Order at the 3M premises, about the sharing of their data with 3M, as well as, on behalf of 3M, to provide them with the following information: "The controller of your personal data is 3M company your employer/client is co-operating with, hereinafter referred to as "3M". Your data has been provided to 3M by your employer/client. 3M processes your personal data generally in the scope of: first name, last name, employer's name, and also image (if necessary in connection with monitoring at the 3M premises or for purposes related to enabling access to 3M locations) for purposes related to the performance of the Order and in accordance with the 3M Privacy Policy: [http://www.3m.com.ua/3M/uk\\_UA/company-cis/privacy-policy](http://www.3m.com.ua/3M/uk_UA/company-cis/privacy-policy).
  - b. Persons representing Supplier as well as Supplier (if he/she is a natural person) by signing the Terms provide to 3M the consent to process the personal data, namely in form of accumulation, storage, refinement (renewal, modification), use, distribution (including transfer to third parties), depersonalization, destruction.
  - c. Supplier guarantees that the share of personal data of the contact persons of Supplier, as well as any other Supplier’s representatives shall be conducted based on the personal data processing consents of such persons (“Consents”). Supplier is obliged to obtain Consents with authorization to share personal data to 3M. Upon 3M’s request Supplier shall provide the copies of the Consents to 3M. The parties agree, that 3M will be entitled to receive on behalf of Supplier the Consents referred to above. However, this shall not be in any case understood as release Supplier from the obligation of collecting the Consents as specified herein.
4. Section 17.2 is replaced in its entirety with: 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’s registered address; and (b) to Supplier at the address to which the applicable Order was sent. For the avoidance of any doubts, the written or in writing form referred to herein is considered for the purposes of the Terms to mean also the electronic form (including, but not limited to the scanned copy of the signed document as well as electronic messages).”
5. The Parties have agreed that the written form under the Terms shall cover also the electronic form of the document (with qualified electronic or other electronic signature of the representative of the Party or without such signature), the scanned copy of the signed document, as well as electronic messages send to the e-mails of the Parties set forth in the Order.