

### **3M Terms and Conditions of Sale (Asia)**

#### **1. SCOPE:**

1.1 These terms and conditions of sale ("Terms") are incorporated in their entirety and are a part of every order ("Order") in the order acknowledgment, proforma or tax invoice, or any other document issued by the named 3M entity and/or any of its affiliates worldwide ("3M") to the customer identified in such Order ("Customer") for the sale of (a) products to the Customer ("Products"); or (b) services or other items that 3M creates specifically for the Customer, including, but not limited to, information, reports, databases, designs, prototypes, artwork, or other materials, together with any other ancillary services that may be delivered to the Customer ("Deliverables"). Products and Deliverables are collectively referred to herein as "3M Products".

1.2 Supplemental terms set forth in Appendix A and Appendix B herein shall apply, and either replace or modify these Terms as further described in the applicable Appendix.

1.3 Additional applicable 3M terms and conditions of sale that are in effect at the time of Customer's Order, including the applicable 3M price pages, policies, programs, and 3M electronic Customer portals (such as bCom and Enterprise Order Centre (EOC)) (collectively, "Additional Terms"), will also apply to the Order.

1.4 If any ancillary services are provided to Customer by 3M, then 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.

1.5 In case of a conflict of terms, the descending order of precedence is: (a) any specific written agreement (if any) between Customer and 3M for the sale or supply of 3M Products; (b) Exhibit A, Exhibit B, and Exhibit C attached hereto; (c) Appendix A and Appendix B attached hereto; (d) the Terms; (e) the Statement of Work (as applicable); and (f) the Additional Terms. Capitalized terms not defined in these Terms have the meaning ascribed to them in the given Appendix, Exhibit, Statement of Work, or the Additional Terms (as the case may be).

1.6 The Terms, Exhibits, Appendices, Statement of Work, and/or the Additional Terms (as relevant) shall hereinafter collectively be referred to as the "Applicable Terms and Conditions".

#### **2. ORDER ACCEPTANCE:**

2.1 Customer's Orders are limited to the 3M Products identified and the quantity requested in the Order. Orders are subject to acceptance by 3M in whole or in part at 3M's absolute discretion, and 3M reserves the right to (a) apply a minimum order quantity and/or value for the 3M Products; and (b) limit 3M Product quantities.

2.2 3M accepts an Order and forms a contract with the Customer by either (a) providing a written order confirmation with an estimated delivery date ("Order Confirmation"), provided that an order confirmation with an "In Review" statement, or an acknowledgment of receipt of purchase order, does not constitute acceptance of such Order by 3M; or (b) shipping or delivering the 3M Products to Customer.

2.3 3M will make good faith efforts to fill Customer's Orders, but 3M shall not be liable for any losses or damages due to delay or inability or failure to deliver, and 3M may, in its sole discretion, prioritise order fulfilment when demand exceeds supply.

2.4 All Orders are conditioned on acceptance by Customer of the Applicable Terms and Conditions without any modification. By accepting the Applicable Terms and Conditions, including via a 3M click-through, bCom or EOC portal (as applicable), Customer agrees that the Applicable Terms and Conditions shall apply to Orders placed with 3M thereafter. 3M rejects any terms and conditions offered by Customer, and no action or inaction by 3M (including, but not limited to, order acknowledgement, delivery of 3M Products, delivery of invoice, acceptance of payment, acceptance of click-through or other electronic terms of Customer) shall be considered 3M's acceptance of any terms or conditions provided by Customer and Customer expressly waives any right to rely on such terms. Any reference by 3M to Customer's quotation, bid, or proposal ("Customer Document") is only for the purpose of describing the 3M Products and does not constitute acceptance of any term or condition contained in the Customer Document. Modifications to an Order are binding upon 3M only if they are accepted in writing by 3M.

#### **3. PRICES AND PAYMENT:**

3.1 Prices for the 3M Products are those listed, at the time of Order, in (a) the Order Confirmation; (b) in the applicable 3M price pages 3M provides to Customer; or (c) in the relevant 3M electronic Customer portal (such as bCom or EOC) (as the case may be).

3.2 Unless expressly stated otherwise by 3M, prices are exclusive of all applicable taxes, delivery charges, insurance, duties, and other associated costs, which will be paid for in full by Customer. Any expenses for which 3M agrees to reimburse Customer will be reimbursed at Customer's actual cost with no mark-up.

3.3 3M reserves the right to change prices, including but not limited to increases based upon changes in raw material or component pricing, labor or overhead, surcharges, inflation rates, tariffs, or fluctuations in foreign exchange rates and will use reasonable efforts to provide at least 30 days' notice to Customer. Revised prices may be applied to orders pending as of the effective date of the price change (including orders shipped on or after the effective date of the price change, blanket orders, and orders specifying future dated shipments).

3.4 Unless the Order Confirmation states different payment terms, the standard terms of sale are on the basis of full settlement of account without any deduction or set off, with payment made prior to dispatch of 3M Products by 3M, and no payment

shall be deemed to have been made until 3M has received the cleared funds.

3.5 Credit may be extended to Customers where, prior to the acceptance of the Order by 3M, the Customer has lodged an application for credit in writing on the form prescribed by 3M, and their creditworthiness has been approved by 3M in writing. 3M is authorised to make all reasonable enquiries as to the creditworthiness and financial responsibility of a Customer who has applied for and/or has been given credit. Where credit is given, full settlement of account without any deduction or set off must be made within the Customer's credit payment terms beginning from the date of tax invoice issued by 3M. Credit may be withdrawn or reduced if Customer exceeds its specified credit limit.

3.6 Customer acknowledges that if any benefits are offered by 3M to Customer (such as rebates, marketing development funds, or other commercial incentives), Customer must abide by the Applicable Terms and Conditions and all other terms and conditions of the incentive plan to receive such benefits (as applicable).

3.7 Customer will promptly pay all 3M invoices in accordance with their terms. Failure to pay an account in full on the due date entitles 3M to suspend or delay delivery, refuse further orders, cancel any existing Orders, withhold payments or other benefits (including by way of setoff against rebates, marketing development funds, and other commercial incentives offered by 3M), and/or assess late fees and interest on past due amounts until the account balance is current, without further notice.

3.8 Interest is chargeable on overdue balances in accordance with 3M policy and the rate of interest may be varied from time to time. Customers may also be required by 3M to provide security, surety, and/or guarantee, and 3M is entitled to recover any and all legal and other costs and expenses arising from the collection of any overdue monies.

3.9 If 3M initiates dispute resolution proceedings to collect amounts owed to 3M, then Customer shall be liable to pay all of 3M's legal and other costs associated with such proceedings.

3.10 Payments to 3M may not be adjusted, deducted, or set off, including for any alleged errors, defects, non-compliance with an Order, or to recoup from any payment or other obligation owed to Customer or Customer's affiliates in whole or in part by 3M, unless with 3M's prior written agreement or mandated under applicable law.

#### **4. ORDER CHANGE OR CANCELLATION:**

4.1 Unless otherwise specifically stated in writing by 3M, an Order may not be cancelled without 3M's written consent. In the event that 3M approves of any such cancellation, Customer shall pay 3M for at least any costs and expenses incurred by 3M that cannot reasonably be recovered through sale of the 3M Products to another person or entity, including without limitation, any work-in-process, or non-returnable inventory.

4.2 Without the prior written approval of 3M, Customer may not make any modifications to any Order, including without limitation, the type or volume of 3M Products covered by the Order, delivery date, or the location to which any of the 3M Products covered by the Order are to be shipped.

4.3 3M may, by electronic or written notice, cancel an Order at any time without any liability whatsoever to Customer, including in the event of lack of inventory, discontinuation of the production of the 3M Product, or breach by Customer of any Applicable Terms and Conditions. Where 3M Product availability is limited for any reason, 3M may fill orders or otherwise allocate 3M Products in any manner it deems appropriate.

4.4 Without prejudice to the generality of the foregoing, on December 20, 2022, 3M announced its decision to discontinue manufacturing of all per- and polyfluoroalkyl substances ("PFAS") products, including fluoropolymers, fluorinated fluids, and PFAS-based additive products, by the end of 2025. 3M cannot guarantee availability of these products.

#### **5. DELIVERY:**

5.1 Delivery of the 3M Products shall be as stated by 3M in the Order Confirmation or as agreed by 3M with Customer in writing. If 3M pays freight on the Order, 3M may designate the means of transportation and routing. If Customer requires different means of delivery, Customer will pay any resulting costs. Customer will additionally pay any excess costs due to errors in the shipping instructions provided to 3M. Delivery to multiple locations for a single Order, or to locations other than the headquarters, branches, sales offices, business offices, or warehouses of Customer, is generally not accepted. Drop shipment orders to companies that are not wholly owned by Customers are available at 3M's discretion and will incur a minimum handling fee specified in the 3M price list in effect at that time.

5.2 Same-day shipments are available only in Japan, Australia and New Zealand in respect of Orders received before the relevant cut-off times (being 12pm (JST) for same-day pick-up or 2pm (JST) for same-day shipment in Japan, or 11am (AEST/AEDT) for same-day pick-up or 1pm (AEST/AEDT) for same-day shipment in Australia, or 1pm (NZST/NZDT) for same-day shipment in New Zealand) for 3M Products that are in stock, subject further to there being no deficiencies in the Order content and no special requests regarding delivery or handling.

5.3 Any and all applicable custom duties, tariffs, taxes or levies shall be the responsibility of Customer or 3M (as the case may be) in accordance with the specified delivery terms, and if Customer wishes to benefit from any available exemptions from customs duty, tariffs, taxes or levies, Customer shall on a timely basis provide 3M with all required information and documentation to qualify for such exemptions under applicable law.

5.4 If Customer does not accept delivery of 3M Products that have been delivered to the specified destination, or 3M is unable to deliver the products on time because Customer has not provided appropriate instructions, documents, or authorisations, then: (a) the 3M Products will be deemed to have been delivered to Customer; and (b) Customer shall be liable for all related costs and expenses (including storage, labor, transportation, insurance, fees, taxes and duties).

5.5 Unless otherwise stated in the Order Confirmation or as agreed with Customer in writing, all risks and title in relation to the 3M Products shall pass to Customer upon delivery to the carrier (a) at the specified port of shipment (for international sales); or (b) at 3M's warehouses (for domestic sales).

5.6 Customer accepts the risk associated with the lead times of any components, raw materials, or 3M Products. While 3M will use reasonable efforts to deliver within the time specified in the Order Confirmation issued by 3M or as agreed by 3M with Customer in writing, 3M shall not be liable to Customer for any losses in respect of late delivery, failure by 3M to deliver the 3M Products ordered, part shipments, or any non-performance, or any consequences arising therefrom.

5.7 3M shall not be liable to Customer for any claim for loss or damages of any kind for failure by 3M to deliver, if such failure is due in significant part to causes beyond 3M's control or actions taken by 3M to address stewardship or regulatory concerns (each, an "Event of Force Majeure") and 3M shall, in such circumstances, have the right to either suspend deliveries, or to cancel the Order without liability. An Event of Force Majeure includes, but is not limited to: (a) acts of God; (b) strikes, lock outs, other labour and industrial disputes and disturbances; (c) civil disturbances, government requirements and regulations, directives, consent orders, court orders, accidents, acts of war or conditions arising out of or attributable to war or conflicts (whether declared or undeclared), inability to gain necessary regulatory or manufacturing approvals, permits, licences for the manufacture, disposal, sale, use, or other necessary operational requirement; (d) terrorism, political unrest, rebellion, revolution, insurrection, riot, invasion, fire, storm, flood, explosion, earthquake, elements of nature, pandemics, epidemics, national or regional emergency; or (e) shortage of, or inability or difficulty in procuring, necessary equipment, raw materials, power, or labour, or restrictions thereon or limitations upon the use thereof, and delays in transportation.

5.8 Returns are subject to 3M's applicable return policy, which is accessible at [here](#) and require advance 3M authorization.

## **6. PRODUCT SALE**

6.1 Customer may not do any of the following without 3M's prior written authorization: (a) sell 3M Products outside of the jurisdiction where the 3M Products were delivered to Customer ("Territory") or to any entity that is reasonably expected to export the 3M Products outside the Territory, provided that if authorised by 3M, Customer must comply with the provisions in Exhibit B; (b) sell 3M Products in quantities less than the minimum saleable unit size offered by 3M, provided that if authorised by 3M, Customer bears sole responsibility for meeting all applicable requirements (including packaging and labeling requirements) and for any resulting claims, losses, and damages; (c) repackage or modify the 3M Products (except to the extent such package alteration is necessary for lawful sale in the Territory, and then only after giving 3M prior written notice, provided that Customer bears sole responsibility for meeting all applicable requirements (including packaging and labeling requirements) and for any resulting claims, losses, and damages, and provided further that such alteration may be prohibited for regulated products, including without limitation, personal protective equipment); or (d) directly or indirectly list or sell the 3M Products via any online marketplace, provided that such authorisation shall not be unreasonably withheld.

6.2 If Customer resells the 3M Products, Customer shall, in its sole discretion, set the resale prices it charges for the 3M Products and Customer shall maintain records sufficient to permit accurate reporting and tracking of all 3M Product sales, purchases, service, returns, and complaints (if any), including point-of-sale information regarding Customer's own customers. Customer shall allow 3M to review such records upon request, and Customer shall comply with all 3M requests and activities to communicate 3M Product-related quality, performance, and safety information to all relevant customers, including implementing user advisories, withdrawals, recalls, and other similar actions.

6.3 3M reserves the right to sell 3M Products in any other manner, including selling 3M Products to other Customers, including without limitation distributors, wholesalers, dealers, resellers and directly to any customer and through any channel.

6.4 Customer shall not misrepresent or disparage 3M Products, other products or deliverables by 3M, 3M and/or any of the affiliates of 3M. To help avoid counterfeit products, Customer undertakes to purchase all 3M Products (and substantially similar 3M Products) directly and exclusively from 3M or a 3M authorised reseller located in the Territory (as the case may be). Customer shall not purchase, resell, or deliver counterfeit products.

6.5 Customer uses all 3M Products at its own risk and is fully responsible for all use of 3M Products within Customer's possession or control.

## **7. PROPRIETARY RIGHTS:**

7.1 Unless 3M's prior written consent is given, in no event shall any non-public data, drawings or information of the 3M Products be: (a) used by Customer for manufacturing of like or similar products; (b) used for purposes of decompiling, duplicating, reverse-engineering, or disassembling 3M's proprietary designs, processes or products; (c) disclosed by Customer to any third party; or (d) permitted by Customer to be used by a third party for any purpose.

7.2 Customer shall not acquire or receive any right or title relating to any trademark, design, drawing, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling and other hardware, software, or information of the 3M Products.

7.3 Customer shall not use "3M" and other trademarks and names that pertain to the 3M Products (collectively "Marks") in any manner to imply that Customer is owned by, or a part of, 3M. Customer shall not assert affiliation with 3M or its affiliates.

7.4 Customer will not do anything to infringe 3M's rights in and to the Marks or do anything that would tarnish or lessen the distinctive qualities or value of the Marks. If Customer resells the 3M Products, Customer will ensure that any use of the Marks, including on Customer websites, brochures, catalogues, and advertising, is proper and complies with all applicable 3M brand

standards and any other instructions from 3M, which will include proper trademark markings (e.g., the ® or ™ symbols), descriptors following the Marks, and a trademark attribution statement. Upon request of 3M, Customer must promptly furnish to 3M representative samples showing the use of the Marks by Customer.

7.5 Customer will not seek to register any of the Marks or similar term(s) or device(s) that could cause a likelihood of confusion with, or dilute the distinctive qualities of, or otherwise infringe 3M's rights in and to the Marks, including in any business, trade, or product name, domain name, social media username, or any other type of name, trademark, service mark, or any other type of mark. On first demand by 3M, Customer will immediately transfer to 3M any infringing domain names or social media names obtained or controlled by Customer, its employees, or agents.

7.6 If requested and on first demand by 3M, Customer will immediately cease all use of the Marks and take all action necessary to remove the Marks from all places and means (including any online locations) where Customer has used the Marks.

7.7 Customer will give 3M prompt notice of any known or presumed infringements of the Marks, and Customer will give 3M full cooperation in the protection of the Marks. 3M will have sole discretion in determining what action, if any, to take against third parties relating to the Marks.

#### **8. WARRANTIES:**

8.1 3M may provide product information, including technical information, specifications, recommendations, literature, and other materials (collectively "3M Product Literature") for Customer's convenience in Customer's selection and use of 3M Products. The accuracy or completeness of 3M Product Literature is not guaranteed and is subject to change without notice. 3M Products are not manufactured to any Customer requirements or specifications unless expressly agreed to in writing by 3M. 3M Products that are sold for Customer's use or consumption may not be repackaged, resold, or redistributed in any manner without 3M's prior written consent.

8.2 Unless a different warranty is specifically stated on the applicable 3M Product packaging or 3M Product Literature (in which case such warranty governs), 3M warrants that each 3M Product meets the applicable 3M Product specification(s) at the time of shipment to Customer. 3M has no obligation under 3M's warranty for any product that has been modified or damaged through misuse, misapplication, abuse, accident, neglect, mishandling, or subsequent manufacturing operations or assemblies by anyone other than 3M.

8.3 EXCEPT TO THE EXTENT PROHIBITED BY LAW, 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, PERFORMANCE, CUSTOM, OR USAGE OF TRADE. BEFORE USING ANY 3M PRODUCTS, CUSTOMER HAS SOLE RESPONSIBILITY TO DETERMINE THAT THE 3M PRODUCTS ARE SUITABLE FOR CUSTOMER'S INTENDED USE, AND CUSTOMER ASSUMES ALL RISKS AND LIABILITIES WHATSOEVER IN CONNECTION THEREWITH.

8.4 If any 3M Product does not conform to this warranty, then to the fullest extent permissible under applicable law, the sole and exclusive remedy is, at 3M's option, replacement or repair of the 3M Product or refund of the purchase price. Customer must give 3M written notice of any warranty claims during the warranty period as stated on the applicable 3M Product packaging or 3M Product Literature (or if not stated, then within 45 days after the date of receipt) and thereafter cooperate with 3M's investigation of such claim; failing which, all such warranty claims are waived by Customer.

8.5 Notwithstanding anything to the contrary in the foregoing, Customer acknowledges and accepts that all experimental or developmental 3M Products are sold only on an "as is" basis, without any 3M warranty.

8.6 Customer further acknowledges and accepts that many 3M Products are industrial or occupational products that are not for use by consumers, and Customer will not market or sell to consumers those 3M Products that are intended for industrial, occupational, or professional use only. Customer shall defend, indemnify, and hold harmless 3M and its affiliated companies from and against any and all losses (including losses arising in connection with investigations by government authorities) that in any way result from a violation of this provision.

8.7 If Customer makes any product claims or offers any representations, warranties, or remedies that differ from those stated by 3M, then Customer assumes full responsibility for such claims, offers, representations, warranties, and remedies, and will indemnify 3M against any associated legal claims, losses, and damages.

8.8 Customer warrants that Customer: (a) is in good standing and not insolvent and is paying all debts as they come due; and (b) has no third-party obligations that conflict in any way with Customer's obligations under any Order.

#### **9. LIMITATION OF LIABILITY:**

9.1 EXCEPT TO THE EXTENT PROHIBITED BY LAW, 3M IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING LOSS OF PROFITS, SAVINGS, REVENUE, OPPORTUNITY, GOODWILL, INFORMATION, BUSINESS OR USE, OR BUSINESS INTERRUPTION OR INCONVENIENCE) THAT FOR ANY REASON ARISE FROM OR RELATE TO THE 3M PRODUCTS, THESE TERMS, OR FROM THE INABILITY TO USE THE 3M PRODUCTS.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE TOTAL LIABILITY OF 3M AND 3M'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONSULTANTS OR ANY OF THEM, TO CUSTOMER AND ANYONE CLAIMING BY OR THROUGH CUSTOMER, FOR ANY AND ALL CLAIMS,

LOSSES, COSTS AND/OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE SUPPLY OF 3M PRODUCTS, THESE TERMS, OR FROM ANY OTHER CAUSE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE 3M PRODUCTS THAT ARE THE SUBJECT MATTER OF THE CLAIM.

9.3 THE LIMITATION OF LIABILITIES IN THIS SECTION APPLIES REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, FRAUD, AND STRICT LIABILITY IN TORT.

9.4 Without prejudice to the generality of the foregoing, Customer acknowledges that its own customers may attempt to hold 3M responsible for the 3M Products re-sold by Customer (as applicable). 3M may fully defend any claim from any of such customers, and Customer hereby waives any argument that 3M taking any such action in any way limits 3M's right to assert a claim against Customer whether under contract or general law that may arise from or be related to such customer's claim.

9.5 Customer acknowledges and agrees that all rights and remedies of 3M under the Applicable Terms and Conditions are cumulative to all other rights and remedies afforded 3M under law or equity.

#### **10. COMPLIANCE WITH LAWS:**

10.1 Customer shall comply with all (a) laws, rules, and regulations applicable to Customer, its business, and the performance of its obligations under any Order; and (b) applicable labels, directions, specifications, and laws, rules, regulations, and safety requirements, relating to the use, promotion, advertisement, sale, distribution, import, export, transport, labeling, storing, handling, processing, or disposing of the 3M Products or any Customer products that contain or are made by using 3M Products. Customer shall direct and train its sales, marketing, and other representatives to inform all customers that the 3M Products must be properly selected and used according to all applicable 3M Product Literature, user instructions, warnings, limitations, and regulations and standards.

10.2 Without prejudice to the generality of the foregoing, Customer shall additionally comply with the specific provisions in Exhibit A, Exhibit B, and Exhibit C herein.

#### **11. CONFIDENTIAL INFORMATION.**

11.1 "3M Confidential Information" means information or tangible materials disclosed to Customer, any employee, agent, or subcontractor of Customer, or any third party acting on Customer'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.

11.2 3M Confidential Information does not include information that is: (a) available to the public without fault of Customer; (b) known to Customer prior to its receipt from 3M as evidenced by Customer's written records; or (c) available to Customer from another source without breach of any agreement or violation of law.

11.3 Customer acquires no rights to 3M Confidential Information and Customer shall: (a) keep all 3M Confidential Information confidential; (b) 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 (c) ensure that its employees, agents, and 3M-approved third-party support abide by these confidentiality obligations.

11.4 If required by applicable law or judicial or administrative process to disclose 3M Confidential Information, Customer shall, 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. DISPUTE RESOLUTION:**

12.1 3M and Customer will resolve all claims and disputes arising from or relating to 3M Products and the Applicable Terms and Conditions (collectively "Claims") exclusively through the following, sequential dispute resolution processes: (i) good faith negotiations between duly authorized representatives of each party held within 30 days after the request of either party; (ii) if necessary, non-binding mediation before a neutral mediator jointly selected and paid for by the parties and commenced within 60 days after the written request of either party; and (iii) only as a last resort, litigation.

12.2 The exclusive choice of law and jurisdiction will be as set forth in Appendix A, which will be based on the location of the 3M entity accepting the Order, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any litigation arising from or relating to the 3M Products or any Claims will be filed and maintained exclusively in the jurisdiction specified in Appendix A, and Customer and 3M consent to such jurisdiction.

12.3. These dispute resolution requirements do not preclude either party from taking legal action to the extent necessary to prevent immediate, irreparable harm to that party's interests, subject to the stated choice of law and venue requirements.

12.4 If Customer does not comply with these dispute resolution requirements, then 3M may seek to compel specific performance of Customer's obligations, which Customer will not contest and for which Customer will pay all of 3M's legal and other costs of seeking such performance.

#### **13. GENERAL**

**13.1 Relationship.** 3M and Customer are independent contractors. Customer is not a franchisee, partner, joint venturer, or agent of 3M. Nothing in the Applicable Terms and Conditions creates an employment or co-employment relationship between 3M and Customer, or their respective employees, agents, or contractors.

**13.2 Assignment.** To the fullest extent permitted by law, Customer cannot assign, transfer, or delegate any of its rights or obligations under the Applicable Terms and Conditions without 3M's prior written consent. Notwithstanding the foregoing, in no event will Customer be entitled to disclose 3M Confidential Information to any assignee, transferee, delegate, or successor without 3M's prior written consent.

**13.3 Waiver.** A course of dealing does not change the Applicable Terms and Conditions. Neither 3M nor Customer waives any rights because they delay or fail to enforce them. 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 an Order, is not a waiver of the party's rights.

**13.4 Modification.** 3M may modify the Applicable Terms and Conditions, at any time, but a change will not affect any Order properly placed and accepted for shipment before the effective date of the change. 3M will make reasonable efforts to notify Customer at least thirty (30) days prior to any modified Applicable Terms and Conditions becoming effective. Customer's continued performance under any Order, without providing written notice to 3M in accordance with the Applicable Terms and Conditions detailing Customer's objection to any modified terms prior to the effective date of such modified terms, will be subject to and will constitute Customer's acceptance of any modification to the Applicable Terms and Conditions.

**13.5 Entire Order.** The Order, if accepted by 3M shall, together with the Applicable Terms and Conditions, constitute the entire and complete agreement between Customer 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 Customer Document), electronic or other terms of use, click-through or other acceptance terms, and any other communications regarding the 3M Products 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 3M Products set forth in the Order, then such Prior Terms shall apply except to the extent supplemented by the Applicable Terms and Conditions.

**13.6 Severability.** If any portion of the Applicable Terms and Conditions is held to be invalid, illegal, or unenforceable, then that portion is to be severed and the Applicable Terms and Conditions interpreted either without that portion or with valid substitute language, whichever most effectively achieves the purpose of the Applicable Terms and Conditions.

**13.7 Notices.** All notices must be in writing and will be deemed to have been given when received (or, if delivery is refused, upon refusal). Notices to Customer will be sent to the Customer contact information on file with 3M (email is sufficient). Notices to 3M will be sent to (i) the primary 3M account representative assigned to support Customer; and (ii) the principal place of 3M business in the Territory, attention: 3M Business and Legal Leadership.

**13.8 Governing Language.** To the extent that any of the Applicable Terms and Conditions are presented in both local language and English and there is any conflict between the two languages, the local language will prevail.

**13.9 Survival.** The Applicable Terms and Conditions will survive and remain fully enforceable after an Order's completion to the full extent necessary to protect the party in whose favour they run.

#### **EXHIBIT A: ETHICS AND COMPLIANCE**

1. Customer represents, warrants and covenants that Customer and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Customer's obligations in the Order under the Applicable Terms and Conditions in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (for example: all country anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), taxation, money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as "Laws") that apply to 3M, Customer, either party's business, and the 3M products and/or services to which the Order and the Applicable Terms and Conditions relate. Customer will observe standards of business conduct that are consistent with 3M's Code of Conduct and underlying Principles located at [https://www.3m.com/3M/en\\_US/ethics-compliance/code/](https://www.3m.com/3M/en_US/ethics-compliance/code/), as well as, if applicable 3M's Supplier Responsibility Code located at [3m-supplier-responsibility-code-eng.pdf](#). Customer further represents and warrants that neither it nor its Representatives will take any action that might cause 3M to violate any Law. Customer will advise 3M immediately if it learns, or has any reason to know, of (i) any violation of any Law by Customer or its Representatives that occurred or may have occurred in performing Customer's obligations in the Order under the Applicable Terms and Conditions; or (ii) any failure of Customer or any of its Representatives to comply with Customer's obligations under the provisions of this Exhibit A.
2. As part of 3M's own efforts to ensure its business operations are conducted in compliance with the Laws, during this Agreement's term and for five years thereafter, 3M may choose to conduct audit(s) of Customer's compliance with its obligations under this Exhibit A. 3M will provide reasonable prior notice of such audit, and Customer will cooperate in any such audit(s) , including making Records available (defined as any of Customer's and its Representatives' records, including, but not limited to pertinent data, assets, books and financial accounts); allowing review of Customer's and its Representatives' Records that relate to Customer's obligations under the Order and the Applicable Terms and Conditions, and interview of their personnel. 3M will incur the cost of any audits under this "Compliance Audit" provision and determine, in its sole discretion, the scope, method, nature and duration of an audit.

#### **EXHIBIT B: TRADE COMPLIANCE**

1. Customer will comply with all export control, economic sanctions, customs, and other trade-related laws, regulations, rules, and licenses affecting any products or services supplied by 3M, including the United States, the European Union, United Kingdom, and local laws and regulations. Customer is advised that certain products may be subject to export or import control restrictions depending on the export control and harmonized tariff classification numbers of the products listed on the commercial documentation, along with the parties involved in the transaction and their intended end-use of the products. Customer is responsible for compliance with all import and export control restrictions.
2. Customer will not directly or indirectly sell, supply, export, re-export, transfer, use or make available any 3M products, technology, or software (1) in violation of any applicable export controls, economic sanctions or trade embargoes; (2) for restricted end uses, including activities involving nuclear, chemical, or biological weapons, safeguarded and unsafeguarded nuclear materials, missiles, space launch vehicles, unmanned aerial vehicles, maritime nuclear propulsion, military or military-intelligence end use, advanced computing, advanced-node integrated circuits, supercomputers, or semiconductor manufacturing equipment; or (3) to or for any Restricted Party (defined as any party listed in the United States' Consolidated Screening List, the European Union's Consolidated list of persons, groups, and entities subject to European Union financial sanctions, or any other applicable restricted party list, as well as any entity directly or indirectly owned 50% or more, or controlled by, one or more listed parties).
3. Customer shall not sell, release, transfer, export, re-export or otherwise make available 3M products, technology, or software subject to this order or any products manufactured therefrom directly or indirectly to any individuals or entities located in Russia or Belarus or any individuals or entities located outside Russia or Belarus if Customer has knowledge or reasonable cause to suspect the goods or products manufactured therefrom will be sold, released, transferred, exported, re-exported, or otherwise made available directly or indirectly to or for use in Russia or Belarus. Customer shall immediately inform 3M if it becomes aware of activities by it or third parties involving 3M products, technology, or software that would violate this paragraph.
4. The obligations of this Exhibit B are material provisions of the Applicable Terms and Conditions. Violations of the provisions in this Exhibit B may result in immediate suspension or termination of sales by 3M. If 3M has reason to believe that Customer has violated any provision of this Exhibit B, 3M may suspend sales at its sole discretion and without incurring liability. Customer agrees to cooperate fully with any investigation by 3M of a suspected violation. Customer will defend, indemnify, and hold harmless 3M and its affiliated companies from and against any and all losses (including losses arising in connection with investigations by government authorities) that in any way result from a violation of the provisions in this Exhibit B.



#### **EXHIBIT C: DATA PRIVACY COMPLIANCE**

1. No personal information (as such or a similar term is defined under applicable data privacy laws) other than business contact information incidental to the negotiation and execution of the Order under the Applicable Terms and Conditions (e.g., name, title, business contact information, etc.) (collectively “BCI”) will be exchanged or processed hereunder.
2. Each party will: (i) implement appropriate technical and organizational measures to protect BCI in accordance with applicable data privacy laws; (ii) use BCI only for purposes of negotiation and execution of the Order under the Applicable Terms and Conditions; and (iii) promptly notify the other party if it becomes aware of or reasonably suspects any unauthorized or unlawful access, acquisition, use, or disclosure of BCI.
3. Without limiting the foregoing, each party will comply with applicable data privacy laws with respect to the processing of BCI.
4. If the parties become aware that any additional personal information must be processed in connection with the Order under the Applicable Terms and Conditions, the parties will first negotiate in good faith appropriate requirements to address the processing of such information in compliance with applicable data privacy laws.

**APPENDIX A**

<b>Location</b>	<b>Governing Law</b>	<b>Venue</b>
Australia	New South Wales, Australia	Courts of New South Wales, Australia
India	India	Bangalore, India
Indonesia	Indonesia	Court of South Jakarta
Japan	Japan	Tokyo, Japan Courts
Korea	Republic of Korea	Seoul Central District Court
Malaysia	Malaysia	Malaysia Courts
New Zealand	New Zealand	New Zealand Courts
Philippines	Philippines	Taguig City, Philippines
Singapore	Singapore	Singapore Courts
Taiwan	Taiwan	Taipei District Court, Taiwan
Thailand	Thailand	Courts of Thailand (if Customer is registered and located in Thailand) or arbitration in accordance with the Thai Arbitration Institute (if otherwise)
Vietnam	Vietnam	Vietnam Courts

## **APPENDIX B**

### **Australia and New Zealand**

1. Section 8.3 is replaced in its entirety with: EXCEPT TO THE EXTENT PROHIBITED BY LAW, 3M MAKES NO OTHER WARRANTIES OR CONDITIONS. BEFORE USING ANY 3M PRODUCTS, CUSTOMER HAS SOLE RESPONSIBILITY TO DETERMINE THAT THE 3M PRODUCTS ARE SUITABLE FOR CUSTOMER'S INTENDED USE AND CUSTOMER ASSUMES ALL RISKS AND LIABILITIES WHATSOEVER IN CONNECTION THEREWITH.
2. The following sentence shall be added at the end of Section 9.3: Customers in Australia or New Zealand may have rights under the Australian or New Zealand consumer laws (as applicable), and this section is not intended to limit those rights, except as permitted by law.

3. The following Section 14 is added:

#### **14. PROPERTY AND RISK:**

Notwithstanding anything contrary in the foregoing, risk in 3M Products shall pass on delivery but legal and equitable title shall remain with 3M until 3M has received payment in full for those 3M Products. Pending such payment, Customer shall hold the goods as bailee for 3M and shall return the goods to 3M if so requested. Notwithstanding the foregoing, Customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate. Customer shall, if so required, identify the goods as belonging to 3M. All risks in respect of delivery will be borne by Customer from the time the goods cease to be within the actual legal possession of 3M or its agents.

4. The following Section 15 is added:

#### **15. PERSONAL PROPERTY SECURITIES ACT:**

**15.1 Security Interest.** Customer acknowledges that: (i) if (pursuant to Section 14 or otherwise) Customer sells or otherwise disposes of the 3M Products before the purchase price of the 3M Products has been paid in accordance with these Terms, it does so as 3M's fiduciary agent and the Proceeds of such sale or other disposal are also property of 3M and are held by Customer on trust for 3M; (ii) the retention of title in relation to 3M Products which are supplied under these Terms gives rise to a Security Interest in the 3M Products in favour of 3M being a Purchase Money Security Interest which payment of the purchase price for those 3M Products; and (iii) 3M's rights and interest in Proceeds derived from the 3M Products also constitute a Security Interest in such Proceeds.

**15.2 Registration and Verification Statements.** (i) 3M may, at Customer's expense, register any Security Interest granted under these Terms on the PPS Register in any manner it chooses. Customer must provide 3M with any information it requires for the purposes of effecting such registration; (ii) For the purposes of section 157(3) of the PPSA, Customer irrevocably and unconditionally waives its right to receive any notice from 3M in connection with the registration of a Security Interest arising under these Terms.

**15.3 Further Assurances.** Customer agrees to take such steps as 3M reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under these Terms, including by: (i) obtaining and giving consents; (ii) producing and providing receipts; (iii) attending to the signing of documents or procuring the signing of documents; (iv) facilitating the registration of any Security Interest on the PPS Register; (v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and (vi) facilitating the exercise of 3M's right in enforcing any Security Interest.

**15.4 No Accession or Fixture.** Customer agrees to ensure that unless otherwise agreed in writing by 3M: (i) the 3M Products do not become a fixture to any land; (ii) the 3M Products do not become an Accession to other goods; and (iii) it takes such steps as 3M reasonably requires to prevent or remedy the affixation of the 3M Products to any land or goods including by: (A) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and (B) detaching, or procuring the detachment of, the 3M Products from any land or goods to which they become attached.

**15.5 Non-Applicable Provisions.** 3M and Customer agree that for the purposes of section 115 of the PPSA, the following sections of the PPSA will not apply to any Relevant Collateral: (i) Section 95 (notice by Secured Party of removal of Accession); (ii) Section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets); (iii) Section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure); (iv) Section 130, to the extent that it requires 3M to give any notice to Customer (notice by Secured Party of disposal of Collateral); (v) Section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account); (vi) Section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period); and (vii) Section 135 (notice by Secured Party of retention of Collateral).

**15.6 Seizure.** Without limitation to any other provision of these Terms, it is a default of Customer under these Terms for the purposes of section 123(1) of the PPSA if any person with a Security Interest in Relevant Collateral seizes or becomes entitled to seize that Relevant Collateral without the consent of 3M.

**15.7 Definitions.** In this Section: "Accession" has the meaning given in the PPSA; "Collateral" has the meaning given in the PPSA; "PPSA" means the Personal Property Securities Act 2009 (Cth); "PPS Lease" has the meaning given in the PPSA; "PPS Register" means the Personal Property Securities Register established under the PPSA; "Proceeds" has the

meaning given in the PPSA; “Purchase Money Security Interest” has the meaning given in the PPSA; “Relevant Collateral means Collateral” which is the subject of a Security Interest granted under these Terms; “Secured Party” has the meaning given in the PPSA; “Security Interest” has the meaning given in the PPSA.

#### **Indonesia**

Section 4.5 shall be added after Section 4.4: 3M and Customer agree to waive Article 1266 of Indonesian Civil Code for any cancellation of the Order, without requiring any court decision or stipulation, and waive any provisions concerning such cancellation or through the courts.

#### **Korea**

1. Section 2.1(a) is deleted in its entirety.
2. Section 2.3 is replaced in its entirety with: 3M will make good faith efforts to fill Customer’s Orders, but 3M shall not be liable for any losses or damages due to delay or inability or failure to delivery not attributable to 3M, and 3M may, in its sole discretion, fairly prioritise order fulfilment when demand exceeds supply.
3. Section 4.3 is replaced in its entirety with: 3M may, by electronic or written notice, cancel an Order at any time, where there is a reasonable cause, without any liability whatsoever to Customer, including in the event of lack of inventory, discontinuation of the production of the 3M Product, or breach by Customer of any Applicable Terms and Conditions. Where 3M Product availability is limited for any reason, 3M may fill orders or otherwise allocate 3M Products in any manner it deems appropriate.

#### **Taiwan**

Section 6.1A shall be added after Section 6.1: Customer acknowledges that (a) 3M Taiwan is a subsidiary of 3M Company; (b) 3M Company, as a parent company, has subsidiaries and affiliates globally (including but not limited to China); (c) if Customer sells 3M Products outside of Taiwan, it may cause damage to 3M Company, its subsidiaries, or its affiliates, as well as give rise to potential product liability or consumer protection issues arising from the application of laws and regulations of different jurisdictions. Accordingly, Customer shall mitigate and manage any cross-border leakage of 3M Products, and Customer shall, to the best of its knowledge and awareness, promptly disclose to 3M the particulars of any incidents where any 3M Products may have leaked (directly or indirectly) to a third party outside of Taiwan.

#### **Thailand**

1. Section 12.1(iii) is replaced in its entirety with: (iii) only as a last resort, litigation in the courts of Thailand if Customer is registered and located in Thailand, or arbitration if Customer is registered and located outside Thailand. In the case of the latter, 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. 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. 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.
2. The last sentence in Section 12.2 is replaced in its entirety with: Any litigation or arbitration arising from or relating to the 3M Products or any Claims will be filed or referred and maintained in accordance with Appendix A, and Customer and 3M consent to such dispute resolution requirements.