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Supplier Responsibility Code

Applies To

This Code applies to all 3M suppliers globally, as well as each supplier's supply chain that contribute to the materials or services supplied to 3M (collectives referred to as "Supplier").

Introduction and Background or Purpose

The 3M Supplier Responsibility Code ("Code") outlines 3M's basic expectations for our suppliers in the areas of Labor, Health and Safety, Environment, Ethics, and Management Systems.

Requirements

A. LABOR

In addition to compliance with applicable law, Supplier must uphold the human rights of workers and treat them with dignity and respect as understood by the international community. This applies to all workers including direct employees and any non-employee workers (collectively referred to as "Workers").

1) Prohibition of Forced Labor

Forced labor in any form is not permitted. In accordance with applicable law, there shall be no unreasonable restrictions on Workers' freedom of movement entering, exiting or within any company provided facility. As part of the hiring process, Workers entering the country to work for the Supplier must receive written documentation in a language they understand, detailing the terms and conditions of employment ("Written Documentation"), before departing their country of origin. There shall be no substitution or change(s) to the Written Documentation after departure from the country of origin unless the changes are necessary to satisfy applicable legal requirements. All work shall be voluntary, and Workers shall be free to leave work at any time or terminate their employment or work arrangement without penalty if reasonable notice is given, which shall be clearly stated in the Written Documentation, if applicable. Supplier must maintain documentation on all leaving Workers and follow documentation retention procedures that comply with applicable law. Employers, as well as their agents and sub-agents, may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports or work permits, unless necessary to comply with applicable law. Unless otherwise provided by applicable law, Supplier may never deny Workers' reasonable access to their own personal documents. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees in order to obtain employment. If any such fees are found to have been paid by a Worker, such fees shall be repaid to the Worker.

2) Young Workers

Supplier must comply with applicable law regarding the minimum hiring age for employees; provided, however, that in no case may Supplier hire or use the services of a Worker younger than 15 years of age. Supplier shall implement an appropriate mechanism to verify the age of Workers in accordance with applicable law. If it is determined that any Worker is underage, employment or the engagement must be terminated and the Supplier's management must take appropriate remedial steps that include consideration of the child's best interest. Workers younger than 18 years of age shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall ensure proper management of student Workers through appropriate maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law. Unless the law provides otherwise, Supplier must provide student Workers, interns, and apprentices wage rates consistent with those provided to other entry-level Workers performing equal or similar tasks.

3) Working Hours

Working hours, including overtime, may not exceed the maximum set by applicable law or in the Responsible Business Alliance Code of Conduct. All overtime must be voluntary. Workers shall be allowed legally mandated breaks, holiday, family/medical leave, and vacation days, and allowed at least one day off every seven days.

4) Wages and Benefits

Compensation paid to Workers shall comply with all applicable wage and hour and other laws. Deductions from wages as a disciplinary measure shall not be permitted, unless due to serious violation(s) resulting in a suspension and in compliance with applicable law. For each pay period, Supplier shall provide Workers with a timely and understandable wage statement in compliance with applicable law that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

5) Non-Discrimination / Non-Harassment / Humane Treatment

Supplier shall commit to a workplace free of harassment and unlawful discrimination. Supplier shall not engage in discrimination or harassment based on any legally protected characteristic as may be applicable, throughout all employment practices. Supplier shall provide Workers with reasonable accommodation in accordance with applicable law. In addition, Supplier must follow applicable law with respect to workplace testing requirements and limitations. There shall be no harsh or inhumane treatment including disrespectful behavior, any violence, sexual or other unlawful harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of Workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to Workers and shall include the process in which Workers can report misconduct.

6) Freedom of Association and Collective Bargaining

Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with Supplier management regarding working conditions and management practices without fear of discrimination, reprisal, retaliation, intimidation, or harassment. Supplier shall respect the right of all Workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly, in accordance with applicable law. Supplier shall also respect the right of Workers to refrain from such activities in accordance with applicable law.

B. HEALTH AND SAFETY

In addition to full compliance with all applicable health and safety laws, Supplier shall minimize the incidence of accidental work-related injury, death and illness, and foster a safe and healthy work environment.

1) Occupational Health and Safety

Workers potential for exposure to health and safety hazards shall be identified, assessed, and mitigated using the hierarchy of controls. Where hazards cannot be adequately controlled by these means, Workers shall be provided, free of charge, with appropriate, well-maintained personal protective equipment and educational materials about the risks associated with these hazards. Supplier's workplace shall have appropriate lighting and temperatures. Appropriate measures shall be taken, such as not having pregnant women and nursing mothers in working conditions which could be hazardous to them or their child, and to provide reasonable accommodation for nursing mothers.

2) Emergency Preparedness

Supplier shall identify and assess potential emergency situations and events and minimize their impact by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures and training. Emergency drills shall be executed at least annually or as required by local law, whichever is more stringent. Emergency plans shall include, at minimum, adequate exit facilities, contact information for emergency responders, and recovery plans. Exit doors, stairwells and routes shall be clearly marked and kept clear of obstructions. Supplier shall have appropriate fire detection and suppression equipment, in accordance with applicable law, to minimize and mitigate potential damage from a fire event. Fire mitigation measures shall be appropriate to the hazards associated with activities and materials present at Supplier's site. Fire detection and suppression equipment, such as fire extinguishers, sprinkler systems, and smoke or flame detectors and alarms, shall be routinely tested and maintained in proper working order, in accordance with applicable law.

3) Occupational Injury and Illness

Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, including provisions requiring Workers to report, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate the return of Workers to work. Supplier shall allow Workers to remove themselves from imminent harm and not return until the situation is mitigated, as well as allowing Workers time to recover before returning to work, without fear of retaliation.

4) Industrial Hygiene

Worker exposure to chemical, biological, and physical agents shall be identified, evaluated, and controlled according to the hierarchy of controls. When hazards cannot be adequately controlled, Workers shall be provided with appropriate, well-maintained, personal protective equipment free of charge and Workers shall use such equipment appropriately. Supplier shall provide Workers with safe and healthy working environments which shall be maintained through ongoing, systematic monitoring of Workers' health and working environments. Supplier shall provide occupational health monitoring to routinely evaluate if Workers' health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with these hazards.

5) Physically Demanding Work

Workers exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks shall be identified, evaluated and controlled in accordance with applicable law.

6) Machine Safeguarding
Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers shall be provided and properly maintained in accordance with applicable law where machinery presents an injury hazard to Workers.

7) Sanitation, Food, and Housing
Workers shall have ready access to clean toilet facilities, potable water, and sanitary food preparation, storage, and eating facilities. Workers dormitories provided by Supplier shall be clean, safe, and equipped with appropriate emergency exits, hot water for bathing and showering, adequate lighting, conditioned ventilation, individually secured storage for personal and valuable items, reasonable personal space, and reasonable entry and exit privileges.

8) Health and Safety Communication
Supplier shall provide Workers with appropriate workplace health and safety information and training in a language the Workers can understand, for all identified workplace hazards to which Workers may be exposed. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by Workers. Training shall be provided to all Workers before starting work and regularly thereafter. Workers shall be encouraged to raise safety concerns without fear of retaliation.

C. ENVIRONMENT

In addition to full compliance with all applicable environmental laws, Supplier shall integrate environmental responsibility into their operations. Supplier shall identify actual and potential environmental impacts and minimize adverse effects on the environment, while appropriately safeguarding the health and safety of Workers and the public.

1) Environmental Permits and Reporting
All required environmental permits, approvals and registrations shall be obtained, maintained and kept current, and Supplier shall comply with operational and reporting requirements.

2) Hazardous Substances
Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labeled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal in accordance with applicable law. Hazardous waste data shall be tracked and documented in accordance with applicable law.

3) Solid Waste
Supplier shall implement a systematic approach to identify, manage, reduce, recycle, and responsibly dispose of non-hazardous solid waste in accordance with applicable law. Waste data shall be tracked and documented.

4) Air Emissions
Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled and treated, as required, prior to discharge. Ozone-depleting substances shall be effectively managed in accordance with the Montreal Protocol and applicable regulations.

Supplier shall conduct routine monitoring of the performance of its air emission control systems to ensure optimal performance and regulatory compliance as appropriate.

5) Materials Restrictions
Supplier shall adhere to all applicable laws, regulations, and 3M requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal. Supplier shall provide to 3M detailed reports, including full composition, regulatory information, and material certifications upon request.

6) Water Management
Supplier shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge, and controls channels of contamination in accordance with applicable law. All wastewaters shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Supplier shall conduct routine monitoring of the water management program to ensure appropriate performance and regulatory compliance.

7) Energy Consumption and Greenhouse Gas Emissions
Energy consumption and all Scopes 1, 2, and significant categories of Scope 3 greenhouse gas emissions shall be tracked, documented, and reported in accordance with applicable law. Supplier shall establish and report against an absolute corporate-wide greenhouse gas reduction goal and implement methods to improve energy efficiency and minimize energy consumption and greenhouse gas emissions.

8) Pollution Prevention and Resource Conservation
Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source when practicable. The use of natural resources, including water, fossil fuels, minerals, virgin forest products, etc., shall be conserved by practices supporting a circular economy.

9) Transportation
Supplier shall comply with all applicable laws governing the transportation of goods and materials. If handling dangerous goods, Supplier shall be trained in and comply with applicable transportation regulations for air, ocean, or land cargo. Supplier shall implement transportation programs that reduce pollution and improve energy efficient practices.

10) Responsible Sourcing of Renewable Materials
Supplier shall only provide forest-based products and materials to 3M that are legally harvested/extracted, sourced, transported, and exported from their country of origin. Supplier shall adopt policies and management systems that comply with applicable global regulations and meet the requirements of the 3M Forest Products Sourcing Policy and require their supplier to do the same. This includes maintaining and providing to 3M upon request information regarding the full traceability of the supply chain back to the source of the harvest/extraction, including data on geolocation of all land plots where commodities are harvested/produced, identification of the mill(s), and third-party certifications of materials and operations in their supply chain.

11) Responsible Sourcing of Minerals
Supplier shall only provide mineral based products and materials to 3M that are “conflict free”. Supplier shall adopt policies and due diligence management systems for sourcing products and materials that contain minerals of concern including tantalum, tin, tungsten, gold, cobalt, mica and other higher-risk minerals. This includes chain of custody to the source of extraction to reasonably assure that minerals are sourced consistent with recognized due diligence frameworks and in accordance with the 3M Responsible Minerals Sourcing Policy.

D. ETHICS

In addition to full compliance with all applicable business ethics laws, Supplier and their agents shall uphold the highest standards of ethics.

1) Business Integrity

The highest standards of integrity shall be upheld in all business interactions. Supplier shall have a policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement. All business dealings shall be transparently performed and accurately reflected in Supplier's business books and records. Falsification of records or misrepresentation of conditions or practices is not acceptable. Monitoring and enforcement procedures shall be implemented to ensure compliance with global anti-corruption laws. Supplier shall conduct appropriate risk-based diligence prior to engaging contractors or other third parties to ensure that such third parties comply with this Code and anti-corruption laws.

2) Anti-corruption

Supplier shall comply with all applicable anti-bribery laws while conducting business on behalf of 3M. Supplier shall not engage in any form of bribery, kickbacks, corruption, extortion, money laundering or embezzlement. Bribes or other means of obtaining undue or improper advantage shall not be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, direct the hiring of any person or otherwise gain an improper advantage.

3) Gifts and Entertainment

Supplier shall not provide any gift, meal or entertainment to a 3M employee that might influence, or appear to influence, a 3M employee's decision in relation to Supplier. Business decisions must be made on the basis of fair and objective criteria. Gifts, meals or entertainment may be offered to a 3M employee if modest in value, infrequent, not in the form of cash or cash equivalents, hosted in locations that will not bring reputational harm, free from the appearance of improper influence, consistent with customary business practice, and such gift, meal or entertainment does not violate Supplier's internal policies or any laws.

4) Conflicts of Interest

Supplier shall not enter into any transaction with 3M employees that could create an actual or perceived conflict of interest. A conflict of interest is any situation where an individual's interests or relationships could inappropriately influence, or appear to inappropriately influence, decisions an individual makes on 3M's behalf. Even the perception of a conflict of interest between a 3M employee and Supplier could be detrimental to 3M's business interests and reputation.

5) Disclosure of Information

All business dealings shall be transparently performed and accurately reflected in Supplier's books and records. Supplier shall disclose information regarding labor, health and safety, environmental practices, business activities, structure, financial situation and performance consistent with applicable regulations and prevailing industry practices.

6) Intellectual Property

Supplier shall respect intellectual property rights, and ensure technology and know-how is transferred in a manner that protects intellectual property rights and ensures customer and Supplier information is safeguarded.

7) Fair Business, Advertising and Competition
Standards of fair business, advertising and competition shall be upheld.

8) Reporting, Protection of Identity and Non-Retaliation
Supplier shall have adequate programs to address employee concerns and grievances. Those programs shall be communicated, protect confidentiality, allow anonymity of raising concerns or reporting unless prohibited by law, and protect employees against retaliation.

9) Privacy
Supplier shall protect the personal information of everyone they do business with, including suppliers, customers, consumers and employees. Supplier shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

10) Artificial Intelligence (AI)
Supplier shall be transparent regarding its use of AI, including the data it collects, processes, uses, or retains, the AI tools or models it employs, and the outputs and uses of those AI tools. Supplier shall comply with applicable laws and regulatory requirements as well as this Code, in its use of AI and shall use AI for supply of any material or service to or on behalf of 3M only with prior written agreement from 3M.

E. MANAGEMENT SYSTEM

Supplier shall establish a management system designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier's operations, products and services; (b) conformance with this Code; and (c) identification and mitigation of risks related to this Code, and facilitate continuous improvement. The management system shall contain the following elements:

1) Company Commitment
Supplier's commitment to human rights, health and safety, environmental, and ethical standards shall be affirmed through policy statements endorsed by executive management. Policy statements shall be made public and communicated to the Workers in a language they understand via accessible channels.

2) Management Accountability and Responsibility
Supplier shall clearly identify senior executive and company representatives responsible for ensuring implementation of the management systems and associated programs. Senior management shall regularly review the status of the management systems. Supplier shall have a process to assess that sufficient and qualified resources are assigned to their own supplier responsibility code.

3) Legal and Customer Requirements
Supplier shall establish a process to identify, monitor, track, and understand applicable laws, regulations, and customer requirements, including the requirements of this Code.

4) Risk Assessment and Risk Management
Supplier shall establish a process to identify relevant risks and negative impacts associated with Supplier's operations, determine the relative significance of each risk, develop appropriate procedures and implement controls to manage the identified risks, and ensure regulatory compliance and conformance to this Code. Supplier shall notify 3M of any changes to the supply chain including manufacturing sites, sources of supply, and materials.

5) Improvement Objectives

Supplier shall establish written performance objectives, targets and implementation plans to improve the Supplier's performance against this Code, including a periodic assessment of Supplier's performance in achieving those objectives.

6) Training
Supplier shall establish training programs to implement Supplier's policies, procedures, and improvement objectives and to meet applicable laws and requirements of this Code. Training shall be provided to all new employees, with ongoing programs to ensure employees remain up to date with relevant information and skills, and specific targeted training for managers.

7) Communication
Supplier shall establish a process for communicating clear and accurate information about Supplier's policies, practices, expectations, and performance to employees, suppliers, and customers.

8) Worker/Stakeholder Engagement and Access to Remedy
Supplier shall establish a process for ongoing two-way communication with Workers, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on practices and conditions covered by this Code to support conformance and continuous improvement.

9) Audits and Assessments
Supplier shall conduct an assessment at least every two years to ensure conformance to legal and regulatory requirements and the content of this Code, including relevant customer contractual requirements. 3M reserves the right to assess the Supplier's facilities through a 3M and/or 3M approved 3rd party led audit conducted at the Supplier's expense, as well as requiring Supplier to complete and submit a relevant self-assessment. Supplier must cooperate and make resources/facilities available and provide full transparency during the audit process. Any and all forms of bribery, corruption, deception and falsification of records are strictly prohibited.

10) Corrective Action Process
Supplier shall establish and maintain a process for timely correction of deficiencies identified by internal or external assessments, audits, inspections, investigations, and reviews. The corrections shall be documented in an action plan that demonstrates how the deficiency was corrected and when, a plan for sustaining the improvements, and person(s) responsible for monitoring. A follow-up assessment or onsite audit may be conducted by 3M or a 3M representative to verify that deficiencies have been corrected and are being sustained.

11) Documentation and Records
Supplier shall establish and maintain processes and controls to ensure accurate books and records for regulatory compliance and conformance to company requirements, while maintaining appropriate confidentiality to protect privacy. This includes, but is not limited to licenses, permits, certifications, policies and procedures, and Workers and facility records and shall be made available upon request by 3M or 3M appointed representatives. This also applies to any third-party employment agencies used by the facility.

12) Supplier Responsibility
Supplier shall establish and maintain a process to communicate the 3M Supplier Responsibility Code requirements to upstream tier suppliers and to require suppliers to adopt management systems and practices for conformance to this Code or requirements materially consistent with this Code.