

Updated August 2019

3M Canada Company

PURCHASE ORDER - TERMS AND CONDITIONS

These Terms and Conditions are incorporated into and form part of this Purchase Order, except to the extent any of these Terms and Conditions conflict with a valid and binding written agreement between 3M Canada Company ("Buyer") and the supplier providing the goods and/or services identified in this Purchase Order ("Seller") or other written terms Buyer has provided to Seller that specifically cover this Purchase Order.

1. **DELIVERY AND ACCEPTANCE** - Time of delivery is of the essence of this Purchase Order. This Purchase Order is subject to cancellation and return of goods at Seller's expense if all or any part of the goods are not shipped within the dates specified or if the Purchase Order includes unapproved substitutions or goods not conforming to applicable specifications, drawings, samples or descriptions. "Buyer" may at its option approve a revised delivery schedule, request shipment via expedited routing at Seller's expense, or cancel the Purchase Order without any liability. Delivery shall not be deemed to be complete until goods have actually been received and accepted by Buyer.
2. **PAYMENTS** - Payments are based on payment terms on the Purchase Order. Invoices offering early payment discount are paid to realize the discount. Payment of invoices shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in goods or services or other failure of Seller to meet the requirements of this Purchase Order.
3. **PRICE DECREASE** - Buyer is to receive the benefits of any decline in prices up to the specified date of shipment. Invoice quoting higher goods cost than that negotiated and quoted on the Purchase Order will be subject to a charge back for the difference. Approved changes to the quoted Purchase Order cost must originate from Buyer in writing.
4. **DATA** - Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except in the performance of this or other purchase orders for Buyer. Upon Buyer's request such data, designs, or other information and any copies thereof shall be returned to Buyer. Where Buyer's data, designs, or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's Purchase Order, Seller shall insert the substance of this provision in its purchase orders.
5. **DELAYS** - Seller shall not be liable for damages occasioned by a delay in performance or delivery due to causes beyond the reasonable control and without the fault or negligence of the Seller including but not limited to labour disputes, provided the Seller promptly notifies the Buyer in writing when such delay is apparent.
6. **PACKAGING** - All goods, wrappers and containers must bear markings and labels required by applicable Federal, Provincial, and local laws, rules, regulations and ordinances. No charge for packaging will be allowed unless authorized by Buyer. Goods must be boxed, crated, packaged and transported by Seller so as to obtain the lowest transportation rates, consistent with safe arrival at Buyer's designated location.
7. **TRANSPORTATION** - All Dangerous Goods shipped to Buyer must be labeled and documented according to the Canadian Transportation of Dangerous Goods Legislation.
8. **REQUIRED DOCUMENTATION** - All non-Canadian Sellers must include 3 copies of the commercial invoice and/or Canada Customs invoice with packing slip attached to exterior of packaging. Commercial invoices must include Country of Origin with the shipped items. If documents are not supplied, any costs incurred to obtain such documents will be discounted from Seller's invoice. A completed NAFTA certificate or Form A Certificate of Origin is required for the items identified as non-Canadian origin.
9. **TRADEMARKS** - Where the name of Buyer or any of its Trademarks are used in printing on containers of goods as presented for sale it is to be used in Buyer's approved form. Specimens of the approved forms for printing of the Buyer's name and address and trademarks may be had on application.
10. **INSOLVENCY, ETC.** - In the event of the insolvency or bankruptcy of Seller or should any proposal be made by Seller to Seller's creditors respecting postponement of payment of Seller's debts, any purchase order(s) with Seller may be cancelled in part or in whole at Buyer's option at any time prior to the delivery of any or all of the goods covered thereby by Buyer or its agent(s) on Buyer's behalf.
11. **WARRANTY** - Seller expressly warrants that all material and work covered by this Purchase Order will conform to the specification, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good quality and free from defect. Seller expressly warrants that all material and work covered by this Purchase Order shall be fit and sufficient for the purposes intended by Buyer.

12. **INDEMNITY** - Seller will, without delay fully indemnify Buyer against any and all damages, claims, actions, liability, costs and expenses including reasonable counsel fees due to:

- (a) claims (whether actual or threatened) that the said goods including the labels, tickets, cartons or anything relating thereto, infringe or encroach on any patent, trademark, design or copyright; or,
- (b) injury to or death of any person or damage to property by whomsoever suffered, arising out of, or occurring in connection with, or in any way relating to the said goods or services performed hereunder except loss resulting from Buyer's sole or contributory negligence; or,
- (c) circumstances where the sale of such goods by Seller and the resale thereof by Buyer is not in compliance with all applicable Federal, Provincial and local laws, rules, regulations and ordinances.

14. **INSURANCE** - If under this Purchase Order any services are to be performed by Seller in or about Buyer's premises or outside Seller's place of business, Seller will maintain such insurance as will protect Seller and Buyer from claims under Worker's Compensation Laws and from any other claims for personal injury, including death, or property damage which may arise from Seller's operations hereunder and certificates of such insurance shall be subject to Buyer's approval and shall be filed with Buyer if so requested.

15. **EDI** - Seller must receive this Purchase Order, and future purchase orders if any, and invoice Buyer via Electronic Data Interchange (EDI) if requested by Buyer. Electronic Funds Transfer (EFT) capability may also be required with Buyer providing 90 days advance notice. It remains the Seller's responsibility to provide the necessary electronic data interface to allow for implementation of EDI/EFT technology if required at no cost to Buyer.

16. **ENTIRE AGREEMENT** - Except as otherwise provided in this Purchase Order, this Purchase Order contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination or waiver shall be binding on Buyer unless in writing signed by a duly authorized representative of Buyer. No modification or waiver shall be deemed effected by Seller's acknowledgement or confirmation containing other or different terms. All titles to clauses contained in this Purchase Order are for identification only and shall not be construed as being a substantive part of this Purchase Order.

17. **ASSIGNMENT** - Seller will not assign this Purchase Order, or its rights or duties hereunder without Buyer's prior written approval, which may be arbitrarily exercised, in its sole subjective and unfettered discretion. For the purposes of this section, "assign" shall include, without limitation: an assignment arising by operation of law; the sale of all or substantially all of the assets of the business of Seller; and a change of the direct or indirect voting control of Seller from the persons or entity holding voting control of Seller at the date of this Purchase Order. Any attempt by Seller to assign this Purchase Order without obtaining Buyer's written consent will be of no force and effect and may, at Buyer's election, be cause for termination of this Purchase Order.

18. **C-TPAT** - Buyer is committed to the integrity of supply chain security and is a proud member of Partners in Protection (Canada Border Services Agency) and the Customs - Trade Partnership Against Terrorism (U.S. Customs & Border Protection). **SUPPLY CHAIN SECURITY** - If any Product will be shipped from another country into Canada, Seller must secure its facilities and all of its shipments made to 3M Canada and 3M Canada designated sites in accordance with then-current Partners in Protection (PIP) security criteria. Further information about PIP can be found at <https://www.cbsa-asfc.gc.ca/security-securite/pip-pep/menu-eng.html> and/or by contacting 3M Canada at 3Mcanadacargosecurity@mmm.com.

19. **LANGUAGE** - The parties hereto confirm that it is their express wish that this Purchase Order as well as all other documents relating to this Purchase Order, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention de même que tous les documents, y compris les avis, s'y rattachant, soient rédigés en anglais seulement.

20. **COMPLIANCE WITH LAWS** - Seller represents, warrants and covenants that Seller and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Seller's obligations under this Agreement in compliance with all local, state, provincial, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (example: U.S. Foreign Corrupt Practices Act, U.K. Bribery Act), money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as "Laws") that apply to 3M, Seller, either party's business, and the 3M products and/or services to which this Agreement relate. Seller further represents and warrants that neither it nor its Representatives will take any action that might cause 3M to violate any Law. Seller will advise 3M immediately if it learns, or has any reason to know, of (i) any violation of any Law by Seller or its Representatives that occurred or may have occurred in performing Seller's obligations under this Agreement or (ii) any failure of Seller or any of its Representatives to comply with Seller's obligations under this Section.

21. SUPPLIER SAFETY & REGULATORY REQUIREMENTS - Seller will maintain environmental, health and safety, transportation, human resources, and labour programs that are consistent with 3M's Supplier EHS, Transportation and Human Resource/Labour Standard available at www.3M.com/suppliers. Seller will not provide products or services to 3M that use labour: (a) resulting from mental or physical coercion, physical punishment, slavery or other oppressive labour conditions; and (b) from workers younger than 16 years of age if local Law permits employees younger than 18. In addition, Seller will only use workers between 16 and 18 years of age to perform Seller's obligations under this Agreement if Seller implements and maintains any additional working conditions needed to adequately protect their safety and health. Seller agrees that all dangerous goods shipped to Buyer shall be labeled and documented in accordance with Canadian Transportation of Dangerous Goods Legislation. By receipt of this Purchase Order, Seller declares each shipment made against this Purchase Order is an implicit certification that all requirements have been met. In addition, Products, the 3M products into which they are incorporated and Product packaging ("Product Packaging") may need to comply with laws that restrict, regulate or require disclosure of, product content, including but not limited to the European Union's (EU) Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (known as "RoHS"), the People's Republic of China Management Methods for Prevention and Control of Pollution from Electronic Information Products of 2006, the EU's Regulation 1907/2006 (known as "REACH") relating to products and packaging, the EU's Directive 94/62/EC relating to packaging, and other similar laws ("Substance Laws") as well as laws on legal harvesting such as, for example, the U.S. Lacey Act, the EU Timber Regulation, the Australian Illegal Logging Prohibition Act and other similar laws ("Legal Harvest Laws"). See 3M.com/supplierregspecs Seller therefore warrants as follows for each Product and all Product Packaging (exclusive of any 3M Materials):

(a) Restricted Substances. Product and Product Packaging will not contain substances in excess of permitted concentration values established by Substance Laws unless the applicable Specifications specifically permit that substance in a higher concentration value. Without limiting the foregoing, substances in Product and Product Packaging will not exceed the following maximum concentration values in any homogeneous material ("Restricted Values"): (1) 0.1% (by weight) for each of lead, mercury, hexavalent chromium, polybrominated biphenyls or polybrominated diphenyl ethers; or (2) 0.01% (by weight) for cadmium.

(b) Illegally Obtained Plant Material. Product and Product Packaging will not contain plant material (including any derivative of plant material) taken, possessed, transported, or sold in violation of any law. Seller must exercise due diligence to ensure that the materials contained in Product and Product Packaging supplied to 3M are legally sourced, harvested and exported from their country of harvest.

(c) Conflict Minerals. If Products contain any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations that are necessary to the production or functionality of such Products ("Conflict Minerals"), Seller must: (i) disclose their presence; (ii) provide on request information on Conflict Mineral smelters and refiners in the relevant supply chains and other information consistent with industry standard conflict minerals reporting templates; and (iii) adopt a Conflict Minerals policy and due diligence management system and require Seller's suppliers to adopt a policy and management system.

(d) Counterfeit Goods. All Products delivered pursuant to this Agreement will comply with and are subject to the anti-counterfeiting terms and conditions listed under "Counterfeit Goods" at 3M.com/supplierregspecs ("Counterfeit Goods Provisions"). For purposes of this Agreement, reference to "Goods" in the Counterfeit Goods Provisions means the Products.

(e) Other Information Disclosure. Seller will provide 3M: (i) satisfactory documentation that Product and Product Packaging (exclusive of 3M Materials) do not exceed the Restricted Values; (ii) certification of the presence of any substance regulated under any Substance Law ("Regulated Substance") contained in the Product or Product Packaging including without limitation any Regulated Substance listed in the REACH Candidate List (found at <http://echa.europa.eu/web/guest/candidate-list-table>); (iii) certification of the exact concentration of each Regulated Substance contained in Product and Product Packaging regardless of whether the relevant Specifications permit one or more Regulated Substances; (iv) certification of each plant scientific name (genus and species), country of harvest, and other information that may be required by Legal Harvest Laws; and (v) reports on the occurrence of other substances in any Product or Product Packaging that may be restricted by, or require disclosure to, governmental bodies, customers and/or recyclers.

INSTRUCTIONS

1. Export Shipment - Please follow shipping and Canada Customs documentation instructions enclosed or previous provided.
2. Read carefully the Terms and Conditions on all pages of this Purchase Order.
3. Please acknowledge Purchase Order and advise shipping date.
4. Packing slips and Procurement Card transaction receipts must accompany each shipment.

5. Stencil or tag all containers or packages with gross, net and tare weights, our 3M ITEMS I.D. No. and P.O. number and quantity.
6. This Purchase Order must not be changed in any way without authority from the Purchasing Dept.
7. Material must be supplied in accordance with current specifications identified by above 3M ITEM I.D. No.