

3M Taiwan Company purchase order – terms and condition

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 Taiwan 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** - Prices for Products will be included in the relevant Contracts, include all charges and taxes and cannot be increased during the Term. If 3M is offered product substantially equivalent to any Products at a lower total price, Seller must within 5 days after being notified of that lower price meet the lower price or release 3M from any outstanding Orders for the relevant Products while the lower price remains effective or until 3M decides to resume purchases of Products from Seller. If Seller provides products substantially equivalent to any Products to a third party for a lower price, 3M will immediately receive the benefit of the lower price while available to third parties.
4. **LEGAL COMPLIANCE** - Seller agrees to comply with all applicable Taiwan local laws, rules, regulations and ordinances. In particular, but without limitations, 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.
5. **Disclose 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
6. **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 labor disputes, provided the Seller promptly notifies the Buyer in writing when such delay is apparent.

- 7. PACKAGING** - All goods, wrappers and containers must bear markings and labels required by applicable 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.
- 8. 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.
- 9. 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. And all Goods will be made or processed, and all Services will be performed, in compliance with all laws applicable to Seller and its business and maintain environmental, health and safety, transportation, ethics, human resources and labor programs and management systems that are consistent with 3M Supplier Responsibility Code regarding EHS, Transportation, Labor/Human Resources, Ethics, Management Systems and Supplied Materials available at <http://multimedia.3m.com/mws/media/12045670/3m-supplier-responsibility-code.pdf>.
- 10. 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.
- 11. 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.