

3M GENERAL PURCHASE TERMS AND CONDITIONS

These General Terms and Conditions apply unless otherwise agreed in writing between 3M in Poland and the customer.

1. Definitions

1.1 For the purposes of these General Purchase Terms and Conditions the following phrases are assigned the following meanings:

- a) “**3M**” shall mean: **3M Wrocław Sp. z o.o.** with its registered office in Wrocław, address: ul. Kowalska 143, 51-424 Wrocław, recorded in the Entrepreneur Register of the National Court Registry kept by the District Court for Wrocław-Fabryczna, VI Commercial Division of the National Court Registry, under KRS No. 0000258909, with its tax identification number (NIP): 895-18-58-100, or **3M Poland Sp. z o.o.** with its registered office in Kajetany, address: al. Katowicka 117, 05-830 Nadarzyn, recorded in the Entrepreneur Register of the National Court Registry kept by the District Court for the Capital City of Warsaw, XIV Commercial Division, under KRS No. 0000014836, with its tax identification number (NIP): 527-02-04-212, or **3M Poland Manufacturing Sp. z o.o.** with its registered office in Wrocław, address: ul. Kwidzyska 6, 51-416 Wrocław, recorded in the Entrepreneur Register of the National Court Registry under KRS No. 0000459909, with its tax identification number (NIP): 895-202-11-72 depending on which of these entities will be purchasing Products or Services under the Agreement;
- b) “**Supplier**” shall mean any entity supplying 3M with Products or providing Services for 3M under the Agreement;
- c) “**3M Group**” shall mean a group of entities including 3M Company with its registered office in St. Paul, USA, and companies and other entities which are its direct or indirect subsidiaries or affiliates;
- d) “**GPTCs**” shall mean these General Purchase Terms and Conditions;
- e) “**Products**” shall mean goods supplied or to be supplied to 3M by the Supplier;
- f) “**Services**” shall mean services provided or to be provided for 3M by the Supplier;
- g) “**Agreement**” shall mean a sales, delivery or specific task agreement (*umowa o dzieło*), as well as an agreement on service provision for a fee and any other agreement pursuant to which the Supplier shall provide 3M with Services for a fee or release and transfer the ownership title or rights to use Products;
- h) “**delivery of Products**” shall mean the provision of Products within the extent provided for in the Agreement;
- i) “**Order**” shall mean an order for Products or Services placed by 3M in the manner set forth in point 3.1 of the GPTCs.

2. Scope of application

- 2.1 These GPTCs shall apply to the terms and conditions of cooperation between 3M and the Supplier under the Agreements and Orders.
- 2.2 Any provisions contrary to or divergent from the provisions of the GPTCs, particularly those contained in the Supplier’s general terms and conditions, offer or other documents, shall not be binding, unless such different provisions have been included in writing, otherwise being null and void, in the Agreement by the Parties to the Agreement.

3. Orders

- 3.1 Orders shall be placed by 3M using a means of communication selected by 3M, i.e. they may be handed over to the addressee personally or sent by registered mail or courier service, e-mail or fax at the addresses indicated by the Supplier.
- 3.2 The Supplier shall confirm its acceptance of the Order for execution or refuse to accept the Order for execution immediately following the receipt of the Order, within 48 hours from its receipt at the latest. The confirmation of the acceptance of the Order for

execution or the refusal to accept the Order for execution shall be made using the same means of communication used by 3M to place the Order.

- 3.3 Any failure of the Supplier to confirm the Order for execution or refuse to accept the Order for execution within the time limit set forth in point 3.2 above shall not release the Supplier from the obligation to deliver Products or provide Services, and the Parties agree that such behavior of the Supplier shall be understood as a tacit acceptance of the Order for execution in accordance with its content.
- 3.4 The Agreement shall be made upon the acceptance of the Order for execution by the Supplier and if the Agreement is made otherwise than on the basis of an Order placed by 3M, the Agreement shall be made upon the Parties signing such Agreement.
- 3.5 The Supplier shall deliver Products to 3M or provide Services for 3M in the quantities, manner and within the time limit specified in the Agreement.
- 3.6 If the Supplier accepts an Order for execution with the modified content of the Order, the Agreement shall become effective in the version modified by the Supplier, provided that 3M expressly confirms its consent to the modifications proposed by the Supplier within three business days from the receipt of a statement about the acceptance of the Order for execution with modifications, using a means of communication selected by 3M and referred to in point 3.1 above. Otherwise, any amendment to the provisions of the Order shall not have any legal effect and, unless the Supplier refuses to accept the Order for execution without the modifications proposed within the next three business days following the lapse of the abovementioned three-day period, such Agreement shall be made without the modifications proposed by the Supplier.
- 3.7 The Parties may indicate in writing persons authorized to place Orders, to accept Orders for execution and to make other arrangements as may be necessary to perform the Agreement properly. Each Party shall be entitled at all times to cancel any person's authorization to place Orders, to accept Orders for execution and to make other arrangements and to indicate another person or persons by notifying the other Party about it in writing or by e-mail.
- 3.8 The provisions of point 3.7 above shall not affect the rights and authorizations of the persons authorized to act on behalf of the Parties according to the general rules of company representation or under a power of attorney.
- 3.9 3M may send the Supplier information on projected purchases which, however, shall not be binding on 3M.

4. Terms of Payment

- 4.1 3M shall make payments to the Supplier only on the basis of a correctly issued VAT invoice delivered to 3M, the date shall be agreed upon the Parties.
- 4.2 The payment for Products or Services provided shall be made by bank transfer into the Supplier's bank account in the country of the Supplier's registered office.
- 4.3 The day of 3M's bank account being debited shall be deemed the day of payment.
- 4.4 Payments under the Agreement shall be made exclusively in the currency specified in the Agreement.
- 4.5 The payment of a VAT invoice shall not be equivalent to acceptance of Products delivered or Services provided.

5. VAT invoices and delivery notes

- 5.1 The Supplier shall issue VAT invoices and delivery notes in accordance with the applicable laws in this respect. The above documents have to also contain the additional information specified by 3M and the following items:
 - a) the correct Order number given by 3M;
 - b) the name of the Product or Service;
 - c) the correct code of the Product or Service given by 3M.

5.2 A VAT invoice for Services provided shall be issued on the basis an acceptance record signed by the Parties and referred to in point 7.1 of the GPTCs, confirming that the Services have been properly provided.

6. Delivery and acceptance of Products

6.1 Products ordered shall be transported to their destination each time specified by 3M and at the Supplier's cost.

6.2 The Supplier shall deliver Products in packaging suitable for the type of Products and using means of transportation appropriate for the transport requirements of a given type of Products.

6.3 No later than 48 (forty eight) hours before the commencement of a delivery of Products from the place of their storage with the Supplier, the Supplier or a carrier authorized thereby shall notify 3M of the delivery and indicate the carrier providing the transport service if the delivery is made by such a carrier, and shall specify the expected delivery time. The notice referred to above shall be sent to 3M by fax or e-mail at the address indicated in the Agreement or any other address indicated by 3M, and such information shall also be confirmed by telephone.

6.4 In the event any circumstances occur which prevent the Supplier's delivery within the agreed time limit, the Supplier shall promptly notify 3M of such impossibility of executing the delivery and reasons therefor, and the new projected delivery date.

6.5 Products shall be unloaded at the delivery destination by the Supplier on its own and at its own cost and risk.

6.6 Products shall be deemed to have been accepted after the entire delivery has been unloaded at the destination and accepted by 3M without any reservations.

6.7 3M shall have the right to refuse to accept Products delivered if such Products do not comply with the Agreement, including the specifications, or legal regulations, or are otherwise defective. If 3M refuses to accept Products for reasons specified above, the Supplier shall deliver Products which are free of defects within three business days from the receipt of 3M's request. The costs thereof shall be borne by the Supplier. This shall not release the Supplier from liability on general rules of law for any delay in Product delivery.

6.8 If it is stipulated in the Agreement by the Parties that 3M shall collect Products from the Supplier's storage location or any other place indicated by the Supplier, the provisions of the above points 6.1, 6.2 (as regards the requirements for means of transportation), 6.3, 6.5 and 6.6 shall not apply. In such a case the Supplier shall notify 3M whether Products can be collected no later than 72 (seventy two) hours before the expected collection time. The notice referred to above shall be sent to 3M by fax or e-mail at the address indicated in the Agreement or any other address indicated by 3M, and such information shall also be confirmed by telephone. In such case Products shall be deemed to have been accepted upon the collection of the delivery by 3M at the place indicated in accordance with the Agreement and upon its acceptance by 3M without any reservations.

7. Acceptance of Services

7.1 The acceptance of Services shall be confirmed in an acceptance record made in writing, otherwise being null and void, and signed by the persons authorized to represent 3M and the Supplier.

7.2 If Services are provided contrary to the Agreement, including the specifications, or legal regulations, or are otherwise provided defectively, 3M shall have the right to refuse to accept such Services and shall have other rights resulting from the provisions of the Civil Code or other provisions of the law governing a given type of Agreement.

7.3 In the event any circumstances occur which prevent the Supplier from providing Services within the agreed time limit the Supplier shall promptly notify 3M of such impossibility

of providing Services and reasons therefor, and the new projected date of the Service provision.

8. Risk transfer

8.1 Any risk involving Products and Services shall be transferred onto 3M upon the acceptance thereof by 3M without any reservations.

9. Testing and inspection

9.1 3M may test and inspect Products at various stages of the manufacturing process and while warehoused by the Supplier. The above tests and inspections shall be conducted following the prior notice to the Supplier within seven business days from the notice date. The Supplier shall enable 3M to conduct such tests and inspections. If as a result of the above tests or inspections 3M determines that (i) any Product completed does not comply with the Agreement, including the specifications, or legal regulations, or (ii) it is unlikely that any of the non-completed Products will comply with the Agreement, including the specifications, or legal regulations upon the completion of the manufacturing process, 3M shall notify the Supplier thereof and the Supplier shall promptly and at its own cost replace the completed defective Products with non-defective Products, or shall take any measures to ensure that Products at the stage of the manufacturing process comply with the Agreement, including the specifications, or legal regulations in force at the time of the process completion.

10. Quality and workmanship

10.1 The Supplier warrants and represents that all the Products manufactured and delivered during the performance of the Agreement shall comply with the Agreement, including the specifications, or legal regulations, and that they shall be free from any defects (including defects in materials and workmanship) and they shall be of satisfactory quality and fit for use in accordance with the intended use determined by 3M.

10.2 The Supplier warrants and represents that all the Services provided during the performance of the Agreement shall comply with the Agreement, including the specifications, and legal regulations, and that they shall be performed with the Supplier's highest degree of diligence taking account of the professional nature of the Supplier's activity.

10.3 The Supplier shall perform the subject-matter of the Agreement in accordance with the laws in force in Poland, in particular with the provisions:

- a) related to environmental protection;
- b) of the labor law, Occupational Health and Safety, including the regulations banning children's labor;
- c) related to counteracting unfair competition, as well as competition and consumer protection;
- d) of the tax law and accounting regulations;
- e) of the intellectual property law;
- f) of the personal data protection law.

10.4 The Supplier shall respect 3M Business Conduct Policies available on the following website: http://3msource.mmm.com/wps/myportal/3M/en_US/About-3M-Policy-Center/business-conduct/ or any other website replacing it. In addition, the Supplier shall abide by anticorruption laws in force in Poland and at the place of the Supplier's business activity.

11. Warranty

11.1 3M shall have the statutory warranty rights (*rekojmia*) subject to the modifications below.

11.2 3M shall notify the Supplier of any defect discovered in the Products within 60 (sixty) business days from the defect being discovered. The Parties confirm that the above time

limit shall mean the customary time limit for notifying the Supplier of any defects in Products within the meaning of Article 563 § 2 of the Civil Code.

- 11.3 Notices may be sent by fax or e-mail at the address indicated in the Agreement or in a separate letter to the Supplier. The Supplier shall respond to 3M's complaint within five (5) business days from the receipt of the notice about the defect. The absence of response to the complaint within the above time limit shall mean that the Supplier has found the complaint legitimate.
- 11.4 If a Product is defective, 3M shall have the right, at its own choice, to the following:
- a) in the case of a Product specified as to its kind - to demand that the defective Product be collected from 3M by the Supplier and replaced with a non-defective Product within four business days from the complaint being accepted or the lapse of the time limit for its acceptance; should the Supplier fail to perform its obligations to replace the defective Product, 3M shall be entitled to rescind the Agreement without setting any additional time limit and to rescind any other Agreements to be performed whose subject-matter involves the same Products as those affected by a defect under a given Agreement; or
 - b) in the case of a Product specified as to its identity - to demand that the Product defect be removed by the Supplier within ten (10) business days from the complaint being accepted or the lapse of the time limit for its acceptance, and following the ineffective lapse of the abovementioned limit 3M will rescind the Agreement without setting any additional time limit, and to rescind any other Agreements to be performed whose subject-matter involves the same Products as those affected by a defect under a given Agreement; or
 - c) to demand that the Product price be reduced (also in the event where the time limits set forth in 11.4 a) or 11.4 b) are not met by the Supplier) or to rescind the Agreement in whole or in part; and
 - d) in the event where the time limits set forth in 11.4 a) or 11.4 b) are not met by the Supplier - to purchase the Product from a different supplier at the Supplier's cost and at market prices following a prior notice to the Supplier. Any costs connected with the substitute delivery shall be borne by the Supplier. Any exercise of the right in point 11.4 c) shall exclude the possibility of exercising the right to substitute performance pursuant to point 11.4 d).
- 11.5 Any costs related to the exercise by 3M of the rights referred to in the preceding sentences shall be borne by the Supplier.
- 11.6 Notwithstanding the rights set forth in point 11.4 above, 3M shall be entitled to demand the payment of compensation for all damage sustained by 3M in connection with the Product defect discovered or the Supplier's delay.
- 11.7 The warranty period shall be two years.

12. Liability

- 12.1 The Supplier shall bear full liability towards 3M for any damage resulting from the non-performance or improper performance of the Agreement.
- 12.2 The Supplier shall be liable towards 3M for any claims, demands or any similar action by third parties against 3M in connection with Products or Services. In such case 3M shall be entitled to charge the Supplier with any costs incurred in connection with the action against 3M by third parties set forth in the preceding sentence, including the costs of legal services.

13. Confidentiality

- 13.1 The Supplier undertakes not to disclose to any party the content of these GPTCs, the provisions of the Agreement or any other information obtained during the negotiations and performance of the Agreement, including any information related to the subject-

matter of the Agreement, as well as 3M and its business activity. In addition, the Supplier shall not disclose the fact of its cooperation with 3M, including its provision of Services for 3M or its delivery of Products to 3M; in particular the Supplier may not include any information on its cooperation in its documents or on its websites or otherwise spread the fact of its cooperation with 3M (“**Confidential Information**”).

- 13.2 The above obligation shall not apply to any information which:
- a) is disclosed for the proper performance of the subject-matter of the Agreement;
 - b) was held by the Supplier prior to the commencement of negotiations and conclusion of the Agreement;
 - c) is made public in a manner which does not violate legal regulations, these GPTCs or the Agreement;
 - d) is made public pursuant to a written consent of 3M.
- 13.3 The confidentiality obligation set forth in this point shall not violate the obligation to supply information to authorized bodies pursuant to mandatory legal provisions. The Supplier shall also cause its employees and persons hired to perform the Agreement to preserve the confidentiality of Confidential Information. The obligations to preserve the confidentiality shall not be limited in time and shall survive the expiry of the Agreement.
- 13.4 The Supplier shall not be entitled to use the logo, graphic elements, other trademarks or intellectual property rights owned by any 3M Group entity.

14. Trade secret

- 14.1 All the information, drawings, designs and other materials provided to the Supplier by 3M in connection with the performance of the Agreement shall constitute 3M trade secret and may not be used by the Supplier for any other purpose than the performance of the Agreement, and may not be copied or made available to any third parties. This shall also apply to all the drawings, designs and other materials prepared by the Supplier on the basis of the information, drawings, designs and other materials obtained from 3M. The Supplier shall consider such documents as trade secret and shall treat them as Confidential Information. The Supplier shall bear liability for any damage which 3M may sustain due to the breach of this obligation.

15. Return of documents

- 15.1 The Supplier shall return all the documents, their copies and other materials obtained from 3M in connection with the performance of the Agreement within five (5) calendar days from its termination or at each request of 3M and within such limit the Supplier shall destroy its own copies of notes and other materials developed on the basis of the above documents or materials.

16. Breach of third parties’ intellectual property rights

- 16.1 The Supplier represents and warrants that the subject-matter of the Agreement performed thereby shall not in any way breach any intellectual property rights and that, therefore, the Supplier shall release 3M of any liability for any damage resulting from any breach of third parties’ intellectual property rights and shall pay any third parties’ claims resulting from such breach. The Supplier shall take all the necessary action to prevent third parties and relevant authorities from making claims against 3M related to the violation of intellectual property rights in connection with the performance of the subject-matter of the Agreement.

17. Subcontractors

- 17.1 The Supplier shall not be entitled to entrust any third parties with any performance of, or perform with the assistance of such parties, any of its obligations under the Agreement without the prior written consent of 3M. If 3M expresses its written consent to the operation of third parties, the Supplier shall bear liability for the actions and omissions of such parties as for its own actions or omissions.

18. Transfer of rights and obligations

- 18.1 The Supplier hereby grants 3M its consent to the transfer by 3M of its rights or obligations under the Agreement in whole or in part onto an entity or entities of the 3M Group.
- 18.2 The Supplier may not transfer its rights or obligations under the Agreement in whole or in part without the prior written consent of 3M, otherwise being null and void.

19. Correspondence

- 19.1 Unless specified otherwise in the Agreement, any statements, notices and other information between the Parties shall be made in writing and delivered personally or sent by registered mail or courier service to the other Party at the address of its registered office indicated in the Agreement (“**Correspondence Address**”). Each Party shall notify the other Party of any change to its Correspondence Address in writing; otherwise correspondence shall be delivered at the address previously given. Should a Party fail to notify the other Party of a change to its Correspondence Address for reasons attributable to the addressee, it is agreed that the delivery at the former address shall be effective upon the lapse of three (3) business days from the attempted delivery at the address previously given. In addition, if correspondence cannot be delivered for reasons attributable to the addressee, such correspondence shall be deemed to have been delivered on the third business day following the attempted delivery and if such delivery proved impossible for reasons attributable to the addressee.

20. Force majeure

If the Parties are unable to perform their obligations under the Agreement in whole or in part due to an event of force majeure, they shall not bear any liability for the non-performance or improper performance of such obligations, and in particular they shall not be obliged to pay any contractual penalties if stipulated for the other Party to the Agreement. An event of force majeure shall be an event beyond the control of the Party claiming the event of force majeure whose occurrence or consequences could not have been foreseen or prevented by that Party. If events of force majeure prevent the performance of the Agreement for more than three (3) months, either Party may terminate the Agreement with immediate effect.

22. REACH

The Supplier warrants that none of the Products delivered thereby shall contain any legally prohibited substances and that all the substances included in the Products delivered and subject to legal restrictions, including the restrictions resulting from the REACH requirements (Regulation (EC) 1907/2006 of the European Parliament and of the Council), shall not exceed legally permitted concentration levels. The Supplier shall previously notify 3M of the exact concentration of each substance subject to restrictions in each Product and packaging ordered by 3M and shall also submit such data on other substances whose data are required to be presented to governmental institutions, clients or waste recycling entities.

23. FCPA

- 23.1 Supplier must comply fully at all times with applicable national and international anti-bribery rules, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable EU, OECD and Council of Europe anti-bribery rules.
- 23.2 Supplier will not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of (a) influencing any act or decision of any government official or political party (or candidate thereof) (collectively, “Officials”); (b) inducing an Official to do or omit to do any act in

violation of the lawful duty of that Official; or (c) inducing an Official to use influence with a non-U.S. government or instrumentality to facilitate Supplier's performance of its obligations under this Agreement and Order.

23.3 Supplier and its affiliates must at all times keep complete and accurate books and records. All records and information that Seller provides to 3M pertaining to the performance of this Agreement and Order must be complete and accurate.

22. Derogation clause

If any provision of these GPTCs or the Agreement proves invalid, such an invalid provision shall be replaced by an appropriate statutory provision. The complete or partial invalidity of the provisions of these GPTCs or the Agreement shall not affect the validity of the other provisions of the GTPCs or the Agreement.

23. Place of dispute resolution

The court having relevant geographic jurisdiction to resolve any disputes resulting from the Agreement shall be the common court having jurisdiction over 3M's registered office.

24. Miscellaneous

24.1 These GPTCs, the Agreement and all the transactions made between 3M and the Supplier shall be governed by the Polish law and all their provisions should be interpreted in accordance with such law.

24.2 The headings in the Agreement and the GPTCs are included for convenience only and should be disregarded in the interpretation of the Agreement or the GPTCs.

24.3 The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

24.4 If the Agreement or the GPTCs are made in bilingual versions, the Polish versions shall prevail in the event of any discrepancy between them.