

### 3M STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions shall govern each product sales transaction between 3M Company and its affiliates ("3M") and Buyer. Any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon 3M unless agreed to by 3M in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon 3M unless agreed to in writing by 3M.

1. **QUOTATIONS.** Quotations submitted by 3M are good for acceptance only within ninety (90) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by 3M of all necessary engineering and manufacturing information including approved drawings if requested by Buyer and receipt of full payment for Cash in Advance customers.

2. **ACCEPTANCE.** All orders are subject to 3M's approval and acceptance. A written acknowledgment sent to Buyer of orders so approved shall constitute 3M's acceptance. 3M may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in 3M's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer's delinquency in payment. No order accepted by 3M will be subject to cancellation, termination, suspension, change, reduction, cutback or any modifications by Buyer except with 3M's prior written consent, which may be subject to fees as 3M determines.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to 3M of all expenses incurred, charges for commitments made by 3M, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** 3M's delivery terms for products that will remain in the United States are FOB Charlotte, NC. If written approval is granted by 3M in accordance with Section 17 (a) below, international orders shall be delivered DAT [Named Terminal outside the United States], (Incoterms 2010) with freight prepaid and charged back to the Buyer. Shipment schedules are estimated only and are as accurate as present conditions permit. 3M assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason 3M's supply of items ordered hereunder is caused to be limited, 3M shall have the right to prorate the supply in such manner as 3M in its discretion shall determine. 3M may make partial deliveries which Buyer shall accept and pay for at the prices quoted by 3M in writing. If any part of the order is not delivered by 3M or is not in accordance with the order, the remainder of the order and Buyer's obligation thereunder shall not be affected.

5. **PACKAGING.** All items sold hereunder shall be packed or crated and shipped in accordance with 3M's best judgment. Any special packing, crating, or shipping instructions of Buyer must be noted on Buyer's original order and acknowledged and approved by 3M.

6. **INSPECTION.** Buyer shall inspect all items upon arrival and give written notice to 3M within thirty (30) days of arrival of any claim for shortage or nonconformance with these terms. Failure to give such notice, Buyer waives all claims for such shortage or nonconformance, and Buyer shall be bound to accept and pay for all items in accordance with these terms. Claims against a 3M approved carrier must be reported within 14 days.

7. **RETURNS.** No product may be returned without 3M's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by 3M in writing, unused non-defective products in unopened packaging may be returned to 3M subject to a service handling and restocking charge.

8. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by 3M. Late charges of the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

9. **CREDITS.** If any credit amount is not used, 3M reserves the right to offset it against the oldest outstanding items on the account. Credits are subject to unclaimed property laws. After 3M applies the credit to your oldest outstanding items, if a credit balance remains on your account, the credit will be reported and paid to your state, as required by the laws of your state, and will no longer be available for use on your 3M account.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may be levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to 3M.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that 3M repair any 3M product not covered by the warranty provided in Section 12, such repair charges shall be at the Buyer's expense unless specifically authorized in writing by 3M. Any alterations or modifications to the 3M product by Buyer or Buyer's agents are not permitted without specific authorization in writing by 3M and will void the warranty and render the products non-returnable by Buyer.

12. **WARRANTY.** 3M warrants that 3M products will conform to those written specifications set forth in 3M's product literature and/or on 3M packaging and labeling

materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by 3M. 3M shall have no obligation under this warranty with respect to 3M products that have been incorrectly installed, improperly stored or maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. 3M's sole liability and Buyer's sole remedy under this warranty shall be, at 3M's sole option, for 3M to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by 3M to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to 3M prior to the end of the applicable warranty time period. Buyer agrees that the goods will not be resold to any third party in the U.S. or elsewhere unless such restriction is prohibited by local law outside the U.S. Regardless, 3M's limited warranty applies only to the original purchaser. Buyer will indemnify 3M from all losses, including attorney fees, for any warranty claims brought by third parties relating to unused goods that Buyer has resold. **THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.**

13. **LIMITATION OF LIABILITY.** Under no circumstances shall 3M be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of 3M's provision of products hereunder, including but not limited to product defects or product failure, even if 3M has been advised of the possibility of such damages. 3M's liability for direct damages will in no event exceed the lesser of (1) the price paid by the Buyer for the 3M product(s) giving rise to Buyer's claim for damages over the preceding 12 months, or (2) US\$1 million, as permitted by applicable law.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "3M" and any other trademarks of 3M ("3M Marks") and associated goodwill are 3M's exclusive property. By selling products to Buyer, 3M does not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding 3M products (or regarding Buyer products into which 3M products are incorporated) that differ from the warranties offered by 3M as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless 3M, and 3M's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **INDEMNIFICATION.** Buyer indemnifies 3M, its affiliates, and their employees and agents (the "Indemnified Parties") for, and will defend them against, any claim, personal injury, sickness, death, liability, loss, damage, lien, judgment, and cost, including reasonable attorneys' fees and other litigation expenses (collectively referred to as "Loss") in any way related to (a) any alleged express or implied warranty by Buyer or any party to whom Buyer sells, gives or otherwise transfers Products or a product of Buyer's into which Products are incorporated that differs from 3M's published warranties and (b) any claim related to the use, packaging, labeling, handling, testing, marketing or sale of Products or a product of Buyer's into which Products are incorporated, except where Products are shown not to meet the then-current published specification.

17. **GENERAL.** (a) Buyer will not sell, or knowingly allow a customer to transfer, any items furnished hereunder outside the 48 contiguous United States unless (i) Buyer first notifies 3M in writing of the intention to so export, (ii) Buyer receives prior written approval from the authorized representative of 3M's Global Channel Services, and (iii) all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any government official on behalf of 3M. (b) 3M is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by 3M. (c) These Terms and Conditions shall be governed by the laws of the State of Minnesota, USA without regard to Minnesota's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Minnesota courts to resolve any disputes arising hereunder. (d) The parties expressly agree that the U.N. Convention for the International Sale of Goods does not apply to this or any subsequent transactions between the parties, including these Terms and Conditions. (e) These Terms and Conditions, along with 3M's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.