

General Conditions of Purchase

1. Scope of application

These General Conditions of Purchase ('GCP') apply, in the absence of a specific contract duly signed by the parties, to all purchases made by 3M France SAS, Pouyet 3M Télécommunications SAS, 3M Purification SAS, Cuno Europe SA or SOA Logistics SAS (hereafter '3M') by means of order forms referring to these GCP. Acceptance of the order form applies as acceptance of the GCP which, together with the specifications, form the entire contract of sale (the 'Contract').

2. Execution of the orders

2.1. In the case of an order form, the Supplier agrees to honour all orders and to ensure the requested delivery on the date specified in the order form, this date not being less than forty-eight (48) hours as from the date said order is received (delivery in metropolitan France). Unless otherwise specified on the order form, 3M is in no case committed on a volume or minimum amount of order.

2.2. Any subcontracting of the services forming the purpose of the Contract must receive prior written consent from 3M.

2.3. All information communicated by 3M in connection with the Contract is confidential. The Supplier shall keep it under strict conditions of confidentiality and shall forward it only to persons with a need to know it for the purpose of executing the orders.

3. Delivery, billing and payment for the orders

3.1 General points

Unless otherwise stipulated in the order form, the merchandise travels at the Supplier's risk and peril.

The places of delivery and hours of reception at the 3M sites can be consulted on the Internet site <http://www.3m.fr> section **Partners and Suppliers, or at the Information Centre at 0810 331 300.**

The transfer of risk takes place at the time the merchandise is remitted to 3M by the Supplier, formalised by the signature of a delivery slip without reservation.

In case of delay of delivery, 3M will be entitled to apply delay penalty interest equal to 10% of the total amount of the order without prejudice to all other possibilities.

The Supplier shall ensure that the delivery slip includes the 3M order form number. This number must also be included on the invoice relating to the order which is established at the time of delivery and sent to the address specified on the order form. Invoices for the orders are payable by 3M sixty (60) days following the date of the compliant invoice. To be compliant, said invoices must include the 3M order form number corresponding to the order as well as all legal information.

3.2. Specific points in case of international delivery

If the Supplier is located outside France, the 3M order form number must also be included on the packing lists and on the packages. Delivery must include four (4) copies of the invoice and the packing lists in such a way as to facilitate customs clearance at the Distribution Centre prior to delivery.

Unless otherwise specified on the order form, customs clearance takes place at the following address:

SOA Logistics SAS- Z.I. des Béthune, avenue du Fief - 95310 Saint-Ouen l'Aumône.

Delivery and payment proceed as per article 3.1.

4. Guarantees

4.1. Delivery of the orders, including in the case of signature of a delivery slip without reservation, does not exempt the Supplier from its obligation of guarantee. It is specified that 3M benefits from all compulsory applicable and supplementary legal guarantees as well as from the commercial guarantees usually proposed by the Supplier.

When executing the orders, the Supplier guarantees the following:

- that the items delivered (including the packing) are compliant with the desired specifications;
- that it will comply with all laws and regulations in force, notably in the areas of labelling, health and safety. In particular, the consigned packing must be clearly and individually identified by the Supplier.
- that it possesses all the intellectual property rights necessary for smooth performance of the Contract;

- that it will comply with all legal obligations, particularly with regard to articles L.8 222-1 and the following and to articles R.8222-1 and the following of the Labour Code. It is specified that the Supplier's teams remain under the Supplier's exclusive responsibility.
- that it benefits from insurance covering all its responsibilities within the scope of performance of the Contract.

The Supplier warrants that it has a quality and traceability policy which is compliant with the demands of the Contract enabling it in all circumstances to ensure provision of services of a high level with regard to current professional customs.

The Supplier agrees to provide 3M, at its first request, with all documents making it possible to prove observance of this article and to allow 3M to proceed with visits for verification on the premises of production.

The Supplier alone bears all consequences of failure to comply with the Contract. In case of dispute with regard to an order, the costs for keeping and returning the non-compliant merchandise are payable by the Supplier without prejudice to any compensation at a later time.

The Contract entails no transfer of intellectual property rights nor any authorisation to use elements of the 3M group's intellectual property.

4.2. Without prejudice to article 4.1, the products or the 3M products into which these products are incorporated [and/or the packing and components of packing] may be subject to observance of the regulations as concerns their composition, and in particular to European directive REACH 1907/2006; directive 2002/95/EC, known as 'RoH', and directive 94/62/EC, known as the 'packing' directive, and/or any other national rule resulting from transposition of these directives (hereafter '**the Regulations**'). The Supplier guarantees that the Products contain no substances prohibited by the Regulations and that all substances, including substances covered by REACH and contained in the Products, do not exceed the applicable values of concentration under the Regulations in force on the day the Products are delivered (hereafter the '**Threshold Limits of Restriction**'). The Supplier shall send 3M: (i) all documents demonstrating that the Threshold Limits of Restriction are not exceeded; (ii) the precise concentration of each substance subject to restriction such that 3M will be able to determine whether or not the 3M products associated with other non-3M products exceed the Limit Thresholds of Restriction; and (iii) it shall declare the presence of any other substance(s) that it might be required to forward to the authorities, clients and/or recycling companies.

5. Conformity

The Supplier agrees to comply with all national and international laws bearing on anti-corruption measures, and in particular French, European and American law (U.S. Foreign Corrupt Practices Act) and the convention of the OECD on anti-corruption measures.

The Supplier declares and warrants that it has not made and will not make, authorise, or propose to make, directly or indirectly, any loan, present, donation or any payment of any kind or any transfer of any object of value for the purpose of (a) influencing any action or decision by any member of the government, local authorities, administrative services or any member of or candidate to a political party (hereafter 'Public/Elected Official'), and/or (b) causing a Public/Elected Official to refrain from carrying out any act coming within his duties or to proceed with any illegal act or act contrary to the acts coming within his duties, and/or (c) of causing a Public/Elected Official to use his influence with another Public/Elected Official in view of facilitating performance of the Supplier's obligations within the scope of this Contract.

The Supplier agrees to hold accounts and to keep records reflecting accurately and fairly all financial transactions and application of funds by virtue of this Contract. The Supplier certifies that all information or documents sent to 3M in connection with execution of each order are complete and true to reality.

6. Competence – Governing law

The Contract, as concerns in particular its validity, interpretation and performance, is governed solely by the laws of France to the formal exclusion of the Vienna Convention of 11 April 1980 on the international sale of merchandise.

In the event of dispute, the parties will be entitled to choose to meet prior to any legal action in order to negotiate an amicable solution in good faith. This negotiation can be conducted between internal mediators of the company, if they exist, or by any other person specially authorised by the party that person represents.

Moreover, the parties will be entitled to choose, by mutual consent, to refer the matter to any institution for outside mediation, the costs arising therefrom then being born equally between the claimant parties.

ANY DISPUTE NOT SETTLED OUT OF COURT SHALL BE REFERRED BY THE MOST DILIGENT PARTY TO THE COURTS OF PONTOISE, EVEN IN CASE OF MULTIPLE DEFENDANTS OR IN THAT OF THE INTRODUCTION OF THIRD PARTIES, SUMMARY PROCEDURES OR PROCEDURES FOR CONSERVATION.

The Supplier declares that it has read the general conditions above and that it accepts them without reservation.

Supplier: _____
Registration (Trade and Companies Register or Computerised Co-directory): _____
Representative: _____

Date: _____
Signature: