

**2022 Policy Guide**

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# 2022 Contract Pricing Policy

Contract pricing is designed to encourage distributors to feature certain 3M products in targeted media. This media includes:

* End buyer catalogs
* End buyer flyers
* Company store programs
* Distributor web sites
* End buyer web sites

1. **Qualifying Products:** Contract pricing features a one or two-column shift in pricing for each qualifying 3M product featured in your targeted media. Please see the requirements of this policy as listed below

#### Each form of media could qualify as a contract if some of the products being shown are different. For example, a distributor creates a flyer and a website for a client, but some different products are selected for each offering. Two different contracts would be allowed.

**Proof of Performance**

Please note that to meet 3M auditing policies and legal requirements, we need to receive proof of performance (a copy of your catalog/flyer, website address, description of company store, etc.) **before** contract pricing can go into effect. These contracts will be written on a calendar year basis to end on December 31st. 90-day flyer programs must start and end within the same calendar year.

Example of uses: **Direct Mail Programs**

#### Trade Show Specials Web Specials

**Please note:** Artwork and copy for all 3M products are available at our website at [*www.3M.com/promote*](http://www.3M.com/promote)

#### Pricing

One or Two column shift, catalog quantity only, in pricing for qualifying products and quantities. Copy change, paper change, or an ink change are not combinable with contract pricing.

**Eligible Products:** All catalog products, *except:* “Low Quantity” products, Post-it® Custom Printed Organizational Notes and Essential Journal featuring Post-it® Notes and Flags. For current prices product details, refer to 3M’s catalog.

**Price Excludes:** Promotional prices and above catalog quantity.

#### Website Qualifications:

Approved website actions for Multi-Store Contract include:

Distributor promotes Post-it® products by participating in PMD Multi-Store Contract Program. Participation requires the Distributor to post a Post-it® Banner or text link on a web page of prominence (high customer traffic) on their website and link it to the Post-it® Custom Printed Products Multi-Store Contract web pages developed by 3M but hosted by the Promotional Products Distributor.

The above actions must be supported by approved Post-it® brand representation in a position of prominence (i.e. home page of the website).

Simply linking to a general catalog site, itself, does not qualify. This includes catalog services and sites such as SAGE, Sage, ZOOM, and Distributor Central.

Any other site links must be reviewed and approved by 3M Marketing. Post-it® Custom Printed Products should be used as a title whenever possible.

#### Process for Submitting Proof of Performance

* Naming Convention: “Contract#-Account Name & Number-End Buyer Name (if applicable)- Contract Type-Year –Document Type”.
* Add Account Name and #.
* Send Proof of Performance via E-Mail to Your 3M Inside Sales Representative

1. **Short Term Contract Programs available.** Contact National Sales Manager for approval prior to contract discussion with distributor.

***3M reserves the right to change this policy at any time.***

**2022 Distributor Self Promotion Policy**

**All Products EQP Requirements:**

* + Distributor name, website and/or logo must be imprinted on product
  + Catalog quantities only (Note: Quantities listed as “Quote” in the 3M catalog are not available under this policy.)

#### Reasons for use:

* + Sales and tradeshow handouts
  + Memo pads and cubes
  + Great way to announce area code or website changes
  + Valuable use of advertising dollars (BDA Funds)

***3M reserves the right to change this policy at any time.***

**2022 Guidelines for Printing on 3M Promotional Products**

We will not allow the following:

***Pornography:*** The guideline we use in our factory is: If the body part is normally covered up, don’t print it. Exception: Pharmaceutical or medical with authorization from the 3M St. Paul Management.

***Tobacco and Marijuana:*** 3M does not allow printing for tobacco and marijuana products, names, or endorsements on *3M branded* promotional products. Recommend *“blank”* back sheet.

***Racial Slurs:*** Not allowed under any circumstances. If it’s questionable…we don’t print it. ***Swear words and inappropriate language:*** If you can’t say it on network TV…we don’t print it. ***Disparaging comments:*** Against any person(s), organizations, companies, ethnic groups, etc.

# When in doubt or have question(s), please forward art and order details to 3M St. Paul Management for specific action direction.

**2022 Competitive and Non-Standard Quote Policy**

## Business Rule: ALL competitive and non-standard quotes must be processed through Pricing Administrator.

1. The following individuals are authorized to price competitive quotes:
   * Pricing Administrator – Matt Goedtel
   * Backups – Greg Landsteiner, Jessica McMahan, Thomas Heckathorn
2. All competitive quotes must follow the following format relating to content of the “subject” line

 Company - Brand Name (if available) - Distributor

1. The following information must be supplied before a competitive quote can be given: This information should be documented via e-mail whenever possible. Exceptions can be handled by telephone in emergencies but must be sent on e-mail within 24 hours.
   * Order specs (include: **size, sheet count, # of colors, qty, special wraps, etc.**)
   * Distributor name
   * Main line (**brand name,** or **key word(s)** printed on the item)
   * End user (**company name,** etc.)
   * Competitor name
   * Competitive price documentation when possible (this can be an email from distributor/their customer or an image showing picture of listed pricing)

***Note:***

It is mandatory that ALL competitive and “non-standard” (non-net and unusual configurations) go through our Pricing Administrator.

Prices are good for 90 days. Costs change, assumptions change, and upper management directives change. Therefore, pricing may change after 90 days. If the order is a repeat, let the Pricing Administrator know.

Be as specific as possible about who the competition is and what their price is. What documentation do you have? Make sure you file it and save it for 1 year.

***3M reserves the right to change this policy at any time.***

**2022 Copy Change Policy for Color Match Pads**

**Copy Change Qualifications:**

* Spot colors on standard pad size only as listed in 2022 catalog. Not available on cubes or z- stack.
* Pads must use same ink color(s).
* Paper change and copy change cannot be combined.
* Copy changes do not have to be the same quantities.
* One-color, two-color, three-color, or four-color printing only (not 4cp).
* Ink colors must stay the same.
* For two-, three- or four-color copy changes, only one of the inks can change copy.
* Copy changes for 4 color process or for above catalog quantity require special price quote.

**Minimum Quantity Per Order Per Change:**

1. ***Total Order Quantities between 500 and 9,999***

* 50 pads minimum per copy change
* Total Order Quantity Equals must equal the price break quantity - **not** to exceed the 5,000-price break.
* Copy change charge per copy = $20.00 Net

Example: 10 Copies of 1,000 Pads Per Copy Total Pads = 10,000

* + - 5,000 Break Price + 9 Copy Change Charges @ $20.00 Net Each.

Example: 1 Copy at 1,000

1 Copy at 1,500 Total Pads = 2,500

* + - 2,500 Break Price + 1 Copy Change Charge @ $20.00 Net Each.

1. ***Total Order Quantities 10,000 and Above***

* Execute Special Quote Process

***3M reserves the right to change this policy at any time.***

**2022 Copy Change Policy for Full Color Pads**

**Copy Change Qualifications:**

* Available on all full color pads as listed in 2022 catalog. Standard sized pads– Not available on cubes or z-stack.
* Orders receive total quantity pricing
* Copy changes in increments of 50 pads only.
* Copy change charge per copy = $13.20 Net
* Total minimum order quantity = net price page minimum order quantity

#### Pricing Example:

Example: 10 Copies of 50 Pads Per Copy Total Pads = 500

* + - 500 Break Price + 9 Copy Change Charges @ $13.20 Each.

***3M reserves the right to change this policy at any time.***

**2022 Inventory Release Program**

#### QUANTITIES BELOW 10,000 PADS OR 5,000 CUBES:

* Requires “guaranteed purchase order” from distributor
* Make total quantity of order with first press run
* First release must equal minimum 1/3 of total P.O. quantity
* Final release within 180 days…at that time, any remaining inventory will be shipped and billed
* Price = total P.O. order quantity
* Each release subject to $52.00 release charge per design, per release.
* Invoice with each release as shipped. Prices remain constant throughout duration of program.
* Rep/CSR has authority to initiate this program
* Account must be current prior to release of inventory
* Policy applies to pads and cubes. Exceptions require management authorization or approval.

#### QUANTITIES ABOVE 10,000 PADS OR 5,000 CUBES:

* Requires “guaranteed purchase order” from distributor
* Make total quantity of order with first press run
* First release must equal minimum 1/3 of total P.O. quantity
* Final release within 180 days…at that time, any remaining inventory will be shipped and billed
* Price = total P.O. order quantity
* Requests for above catalog quantity programs and/or over 180 days require $100.00 or 1% of inventory value, whichever is larger per each release.
* Inventory release programs must be completed within a single calendar year.
* Policy applies to pads and cubes.

## Any exceptions to the above policies require 3M Management approvals.

***3M reserves the right to change this policy at any time.***

**2022 Sales Policies/Procedures**

**Terms:**

Net 30 – 30 days from date of invoice

**Credit Procedures:**

**New Account:**

Sales Rep obtains completed Credit Application from distributor. This information is forwarded to Dealer Maintenance for credit determination. Possible outcomes:

1. **Pre-Pay:** If the account is not a good credit risk or is a new account, then the order(s) will need to be paid for in advance of acceptance of the order(s).
2. **Credit Request:** Requests for line of credit require 3M Management approval pending credit check.
3. **Credit Applications:** Credit applications with pending order in house must have dollar amount of pending sale attached to request for review.

#### Existing Account:

An account may have its Credit line increased or decreased based upon past history of payment to 3M or new information concerning the financial stability of the account. An account’s status may also be changed to *Hold for Check* due to outstanding items older than 45 days. At this point, all debt beyond 45 days needs to be paid before the current order will be accepted. The account will also be reviewed as to the existing Credit Limit and may need to pay an additional amount to process the order.

#### Direct Bills:

Requires agreement with end buyer and independent sales agent/distributor, as well as approval from National Sales Manager.

End buyer – Exemption certificate must be filled in and sent to Mankato Billing before order is produced. Minimum invoice value = $25,000.

Terms = Net 30

#### – Plain Pads:

5,000 Pads or less:

Manufacture at Precision Press factory and price = 1/color. 5,000+ Pads:

Contact St. Paul Price Administrator

***3M reserves the right to change this policy at any time.***

# 2022 Distributor Set-Up Policy

Distributors may receive an account number to purchase products as:

* + - * PSU – Pre-pay Status
      * CSU – Credit Line Approved

Dealer Maintenance must provide the following information on the distributor application:

* + - * Trade Channel
      * Business Relationship Codes

Distributor must complete their portion of the application, complete and sign the Certificate of Exemption**.**

Dealer Maintenance will pre-authorize credit card (if applicable), assignment of account number, or forwarding applications to 3M Management for review and credit check.

***3M reserves the right to change this policy at any time.***

**2022 Account Classification for Promotional Markets Distributor Application**

A listing of the various codes and their definitions is below. It is Sales responsibility, not your CSR’s or Dealer Maintenance personnel, to determine which code should be entered on the application.

It is very important to have the Trade Channel Code and the Business Relationship Code for the field accounts entered on new distributor applications. Incorrect coding can result in loss of some or all BDA and annual volume incentive rebate for your new distributor, or sales credit to the correct sales rep.

|  |  |
| --- | --- |
| **Account Type** | **Description** |
| C | Combine Field & Inside Sales Rep Accounts |
| D | Customer Service Team |

|  |  |  |
| --- | --- | --- |
| **Trade Channel Code** | **Description** | **Primary Business** |
| A | Promotional Products | Advertising Specialty |
| C | Point of Purchase | Coupons, Recipes, Product Info, etc. |
| D | End Buyer (Direct) | End buyer |
| E | Direct Mail | Data, Print, Mail |
| G | U.S. Government | Agency |
| K | Office Supply | Office Supplies |
| N | Newspaper | Newspaper Advertising |
| O | OEM | Original Equipment Manufacturer |
| P | Printer/Printer Buyer | Printing or Buying Printing/Forms Broker |
| R | Retail | Packaged goods for consumers |
| S | Sales Promotion Agency | Sales Promotion Agency |
| Y | Advertising Agency | Advertising Agency |
| Z | Other | Other |

|  |  |
| --- | --- |
| **Business Rel. Code** | **Description** |
| CA | Combined - Wholly Owned. BDA **and** Annual Volume Incentive sent to headquarters. |
| CO | Combined - Wholly Owned. BDA to individual account. Annual Volume Incentive sent to headquarters. |
| FA | Franchise (member) (example Proforma) |
| FB | Franchiser (Headquarters) (example Proforma HQ2390) May Place orders. BDA and Annual Volume Incentive sent to HQ. |
| FC | Franchiser (Headquarters - does not place orders) |
| FW | Franchisee (places orders) |
| NA | National Account - wholly owned. BDA **and** Annual Volume Incentive sent to headquarters. |
| NB | National Account - wholly owned. BDA to individual account. |
| NC | Not Combined - independently owned |
| OE | OEM (non-inventoried products) |
| OS | Office Supply |
| WH | Wholesaler without contract |

**Explanation of Relationship Codes**

CA – Combined – Wholly Owned – BDA & Volume Incentive to HQ

Distributor purchases the product from 3M to resell it. This distributor is affiliated with other distributors, and all affiliated distributors are owned by the same entity. However, 3M (National Sales Manager) has not authorized this account to be a national account. Therefore, 3M (Sales Manager) does not support the combined accounts the same way that they support the national accounts. **The combined account headquarters account receives one annual volume incentive credit each year (based on combined sales).**

**Headquarters has combined BDA balance.**

CO – Combined – Wholly Owned – BDA to individual accounts, Annual Incentive to HQ

Distributor purchases the product from 3M to resell it. This distributor is affiliated with other distributors, and all affiliated distributors are owned by the same entity. However, 3M (National Sales Manager) has not authorized this account to be a national account. Therefore, 3M (Sales Manager) does not support the combined accounts the same way that they support the national accounts. **The combined account headquarters account receives one annual volume incentive credit each year (based on combined sales).**

**Each individual account has its own BDA balance (not combined BDA balance for HQ).**

FA – Franchisee (member) (example Proforma)

Distributor purchases the product from 3M to resell it. This distributor has purchased the right to be a franchisee from a franchiser. The franchiser is the headquarters account. The franchiser account receives one

annual volume incentive credit each year (based on the combined sales of the franchisees). The franchiser account receives the combined BDA balance.

FB – Franchiser (HQ) (example Proforma HQ 2390)

This type of account may place orders with 3M. Franchiser can be distributors. This account is set up to track combined sales of franchisees. The franchiser does receive BDA and annual volume incentive based on the combined sales of the franchisees.

FC – Franchiser (HQ)

This type of account does not place orders with 3M. Franchisers are not distributors. This account is set up to track combined sales of franchisees. Franchisers may receive specially negotiated marketing support fees that are based on combined member annual volume. These fees are paid by sales management. **The franchiser does not receive allowances (BDA) or annual volume incentives.** Franchisers may have negotiated marketing support fees.

FW – Franchisee (member)

Distributor purchases the product from 3M to resell it. This distributor has purchased the right to be a franchisee from a franchiser. The franchiser is the headquarters account. **Each franchisee receives allowances (BDA) or annual volume incentives based on its sales.**

NA – Wholly Owned – BDA & Annual Incentive to HQ

Distributor purchases the product from 3M to resell it. This distributor is affiliated with other distributors (branch locations), and their business is done nationally with branches. These accounts qualify as combined accounts with a sales rep assigned to the headquarters account. The headquarters and the branch locations are all coded as a business relationship NA, and the accounts are located in more than one sales rep’s territories. The sales rep who is assigned to the headquarters account will analyze the accounts with the National Sales Manager to determine the potential for growth. Once the account has been determined national, 3M increases their effort to support the national account.

**The national account headquarters account receives one annual volume incentive credit each year (based on combined sales). BDA funds are credited to the headquarters (CORPTO) account.**

NB – National Branch – Wholly Owned – BDA to individual accounts, Annual Incentive to HQ

Distributor purchases the product from 3M to resell it. This distributor is affiliated with other distributors (branch locations), and their business is done nationally with branches. These accounts qualify as combined accounts with a sales rep assigned to the headquarters account. The headquarters and the branch locations are all coded as a business relationship NA, and the accounts are located in more than one sales rep’s territories. The sales rep who is assigned to the headquarters account will analyze the accounts with the National Sales Manager to determine the potential for growth. Once the account has been determined national, 3M increases their effort to support the national account.

**The national account headquarters account receives one annual volume incentive check each year (based on combined sales). BDA funds are credited to individual branch accounts in proportion to their sales.**

NC – Not Combined – Independently Owned

Distributor purchases the product from 3M to resell it. This distributor is not wholly owned in combination with other distributors. **This distributor receives BDA and annual volume incentive.**

OE – OEM

Distributor purchases the non-inventoried product from 3M to use in a dispenser or accessory that this distributor has created. OEM is the abbreviation for an Original Equipment Manufacturer. **No BDA, MDA, or annual volume “rebate” is earned.**

OS – Office Supply

Distributor purchases the product from 3M to resell it. This distributor markets the product in the office supply channel. **Office supply account (relationship OS) receive BDA and annual volume rebate.**

WH – Wholesaler without Contract

This channel partner purchases our product and sells it to a promotional products distributor or a printer distributor. The Wholesaler account is required to provide the end customer’s bill-to area code on every order. 3M’s sales representatives receive sales credit for those orders originating from their assigned territory. Wholesalers must be authorized by the National Sales Manager. **This account receives MDA funds, but not annual volume rebate.**

***3M reserves the right to change this policy at any time.***

**2022 Distributor Annual Volume Incentive Program**

**Purpose:** The purpose of this program is to enhance distributor profits based on purchase volume.

**Who Qualifies:** 3M Promotional Markets (PM) Authorized Distributors or groups of distributors that are wholly owned by a single entity. A separate contract can provide for rebates, allowances, etc., for a combined account that is not wholly owned by a single entity e.g., marketing groups or buying groups.

**Rebate:** PM distributors can earn an annual credit rebate according to the schedule below, based on net purchases of qualified 3M products.

* + - * + Invoiced by 3M from January 1st to December 31st, 2022.
        + Credit will be used first for amounts 30 days past due.
        + Funds will be available beginning on February 15, 2023.
        + All funds must be used by December 15, 2023.
        + Distributors must notify 3M which invoices they want applied to their annual credit rebate.

**Qualified Products:**

All products listed in the PM current net price pages and those products introduced by PM during 2021 are qualifying products under this program **except** unprinted Post-it® brand Notes.

#### Non-qualifying Purchases:

PM reserves the right to designate sales to certain users as not counting towards a distributor’s total net qualified purchases and/or not earning a rebate.

**“Direct Bill”** sales do not qualify.

#### Annual Volume Rebate Schedule:

**TOTAL NET SALES**

A credit rebate calculation will be made for the TOTAL NET SALES of qualifying orders during the year. The calculated amount will be:

Rebate % Total Sales of qualifying orders

|  |  |
| --- | --- |
| 1% | $25,000 - $49,999.99 |
| 2% | $50,000 - $99,999.99 |
| 3% | $100,000 - $249,999.99 |
| 4.5% | $250,000 - $499,999.99 |
| 5.5% | $500,000 - $999,999.99 |
| 6% | $1,000,000 - $1,499,999.99 |
| 6.5% | $1,500,000 - $1,999,999.99 |
| 7% | $2,000,000 - $2,999,999.99 |
| 8% | $3,000,000 or more |

**Please Note:** 2022 funds earned will be available February 15, 2023 and must be used by December 15, 2023.

***3M reserves the right to change this policy at any time.***

**3M PROMOTIONAL MARKETS**

**2022 Distributor Business Development Allowance Program**

**Purpose** 3M Promotional Markets (PM) supports distributors who engage in activities that help develop PM’s business. To encourage distributors to engage in such business development activity, PM is offering each authorized distributor selling qualifying PM products a business development allowance to help offset the costs incurred by the distributor.

#### Business Development Allowance Offer

1. PM will establish a business development allowance for each authorized distributor equal to two percent (2.0%) of the distributor’s 2021 purchases of qualifying products.

PM established an Extra Business Development Fund (SMF) for each authorized distributor equal to one percent (1.0%) of the distributor’s 2021 purchases of qualifying products as an addition to the 2% above. Any proposed use of the 1% funds must have prior approval of National Sales Manager before the proposed use is discussed with or presented to a distributor. Submit use of funds via email to National Sales Manager. In most cases, the extra 1% will not be available until after the standard 2% has been used.

1. To receive some or all of the accrued business development allowance, a distributor must promote one or more of the

qualifying products using a business development activity approved by 3M’s sales representative during the specified performance period.

Some examples of business development activities which will be approved include catalogs, trade shows, direct mail flyers, customer samples, self-promotion samples of 3M products and user show space.

1. Where a distributor seeks reimbursement for costs incurred performing an approved business development activity, a distributor must submit a claim for payment after performing the business development activity using PM’s 2022 Business Development Allowance Claim Form. The claim must include the specified proof of performance documentation.
2. Where 3M provides a distributor with products or services in connection with an approved business development activity, 3M will deduct the amounts due to 3M from the distributor’s accrued business development allowance. If the accrued allowance won’t cover the entire amount due, then 3M will bill the distributor for the remaining amount due.

**Qualifying Products** All products listed in the PM current net price pages and those products introduced by PM during 2022 are qualifying products under this program **require printed distributor logo and/or copy.** Freight charges for Business Development Allowance product shipment will be allowed.

#### Non-reimbursable Activities

PM will not reimburse the following types of expenses:

1. Telephone yellow page listings or ads.
2. Catalogs and flyers purchased from a wholesaler.
3. The amount of price reduction on price-off promotions, including free or reduced prices on companion merchandise.
4. Unprinted merchandise
5. Office Equipment
6. Third party participants

**Performance Period** Self-promotion 3M product orders must be shipped and billed no later than December 1, 2022. All non-factory expenditures must be completed and invoiced to 3M by December 15, 2022.

**Proof of Performance** A distributor must provide 3M with the following proof of

performance documentation for each business development activity:

* 1. Catalog Ad: A copy of the catalog distributed, and any cost documentation requested by PM.
  2. Direct Mail Program: A copy of the direct mail piece distributed, and any cost documentation requested by PM.
  3. Trade shows: Documentation specified by PM.
  4. Other Approved Activities: Documentation specified by PM.

**Payment**

* + - 1. A distributor who incurs costs while performing an approved business development activity during the performance period shall be entitled to submit a claim for reimbursement. Claims must be submitted using the PM 2020 Business Development Allowance Claim Form with all required proof of performance documentation attached.
      2. All claims for reimbursement must be submitted to PM’s sale representative in a timely manner. If activity is performed, all claims must be submitted by December 15, 2022.
      3. The submission of a claim constitutes an affirmative representation by the distributor to 3M that the amount claimed has been expended in full and solely for the purpose described. 3M reserves the right to request additional documentation to verify the actual cost incurred.

#### NO DEDUCTIONS FOR BUSINESS DEVELOPMENT ALLOWANCE CLAIMS WILL BE ALLOWED FROM 3M INVOICES.

* + - 1. Claims for less than $50.00 will not be accepted.
      2. **Claims will be paid by credit memo only** at the earliest possible date.

Please allow 2 weeks for handling.

Account must be in good payment status with 3M.

#### 3M RESERVES THE RIGHT TO MODIFY OR WITHDRAW THIS PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE.

**3M PROMOTIONAL MARKETS**

**2022 Wholesaler Market Development Allowance Program**

**Purpose** 3M Promotional Markets (PM) supports wholesalers who engage in activities that help develop the market for PM’s products. To encourage wholesalers to engage in such market development activity, PM is offering each authorized wholesaler selling qualifying PM products a market development allowance to help offset the costs incurred by the wholesaler.

#### Market Development Allowance Offer

1. PM will establish a market development allowance for each authorized wholesaler equal to four percent (4.0%) of the wholesaler’s 2021 net purchases of qualifying products.
2. To receive some or all of the accrued market development allowance, a wholesaler must promote one or more of the qualifying products using a market development activity approved by 3M’s sales representative during the specified performance period. Some examples of market development activities which will be approved include catalogs, trade shows and self-promotion samples.
3. Where a wholesaler seeks reimbursement for costs incurred performing an approved market development activity, a wholesaler must submit a claim for payment after performing the market development activity using PM’s Wholesaler Market Development Allowance Claim Form. The claim must include the specified proof of performance documentation.
4. Where 3M provides a wholesaler with products or services in connection with an approved market development activity, 3M will deduct the amounts due to 3M from the wholesaler’s accrued market development allowance. If the accrued allowance won’t cover the entire amount due, then 3M will bill the wholesaler for the remaining amount due.

**Qualifying Products** All of the products listed in the Promotional Markets 2022 catalog are

qualifying products under this program.

#### Non-reimbursable Activities

PM will not reimburse the following types of expenses:

1. Telephone yellow page listings or ads.
2. The amount of price reduction on price-off promotions, including free or reduced prices on companion merchandise.
3. Unprinted merchandise
4. Office Equipment
5. Third party activities

**Performance Period** A wholesaler must perform each market development activity during

the time period of January 1, 2022 – December 1, 2022.

**Proof of Performance** A wholesaler must provide 3M with the following proof of

performance documentation for each market development activity:

1. Catalog Ad: A copy of the catalog distributed, and any cost documentation requested by PM.
2. Trade shows: Documentation specified by PM.
3. Other Approved Activities: Documentation specified by PM.

**Payment** 1. A wholesaler who incurs costs while performing an approved market development activity during the performance period shall be entitled to submit a claim for reimbursement. Claims must be submitted using the PM 2021 Market Development Allowance Claim Form with all required proof of performance documentation attached.

1. All claims for payment must be submitted to PM’s sales representative in a timely manner after the market development activity has been performed. All claims must be submitted by December 15, 2022.
2. The submission of a claim constitutes an affirmative representation by the wholesaler to 3M that the amount claimed has been expended in full and solely for the purpose described. 3M reserves the right to request additional documentation to verify the actual cost incurred.
3. NO DEDUCTIONS FOR MARKET DEVELOPMENT ALLOWANCE CLAIMS WILL BE ALLOWED FROM 3M INVOICES.
4. Claims for less than $50.00 will not be accepted.
5. Claims will be paid by check at the earliest possible date. Please allow 2 weeks for handling.
6. Account must be in good payment status with 3M or 3M will issue a credit on account.

**3M RESERVES THE RIGHT TO MODIFY OR WITHDRAW THIS PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE.**

# 3M Promotional Markets Wholesaler Policy The 3M Line

1. **Redistribution Philosophy.**

It is 3M’s policy to sell 3M’s promotional products (PRODUCTS) primarily through distributors to the markets 3M serves. 3M recognizes, however, in certain markets there is a need for redistribution. Consequently, 3M will appoint wholesalers to redistribute PRODUCTS in certain markets. The wholesalers 3M appoints to buy and sell PRODUCTS to distributors will be that 3M determines in its sole judgment to be best equipped to redistribute PRODUCTS. 3M makes nonexclusive wholesaler appointments.

1. **Wholesaler Obligations to 3M.**
   1. A wholesaler must use its best efforts to promote the sale and use of PRODUCTS to distributors and will support any PRODUCTS promotions offered by 3M.
   2. A wholesaler must make available their sales force for PRODUCTS training with 3M sales representatives.
   3. A wholesaler must maintain a satisfactory credit relationship with 3M by paying promptly to keep its account current at all times.
   4. A wholesaler must not disparage PRODUCTS or cast PRODUCTS in an unfavorable light and must not misrepresent, either directly or by omission, the capabilities, qualities or characteristics of PRODUCTS.
   5. A wholesaler must hold in confidence and not disclose to others 3M’s marketing plans, promotional programs and other 3M confidential information, without 3M’s prior written approval.
   6. A wholesaler must support the entire 3M Promotional Products product line.
   7. Wholesaler must provide “bill to” area codes for each order submitted.
2. **3M Obligations to Wholesalers.**
   1. 3M will engage in a continuing marketing effort to create user acceptance of PRODUCTS and user awareness of 3M trademarks and brand names.
   2. Professional, trained 3M sales representatives will provide PRODUCTS training and sales assistance for wholesaler sales representatives. Support may be by territory sales reps or telesales sales reps.
   3. 3M will make good faith efforts to fill promptly wholesaler orders for PRODUCTS. 3M shall have no liability for damages incurred due to failure to deliver on a requested delivery date.
   4. 3M will continue its efforts to bring innovative new products to the markets 3M serves.
   5. 3M will provide PRODUCTS sales literature and catalogs.
   6. 3M will provide technical service assistance.
3. **Prices and Conditions of Sale**.
   1. 3M will publish distributor price pages. 3M will sell PRODUCTS to wholesalers at the net prices listed in 3M’s distributor price pages less a ten percent (10%) functional discount which will be given off-invoice on all PRODUCTS and related services excluding freight costs.
   2. The 3M price pages may include suggested selling prices. WHOLESALERS ARE UNDER NO OBLIGATION WHATSOEVER TO COMPLY WITH SUGGESTED SELLING PRICES CONTAINED IN 3M’s PRICE PAGES. 3M will

not enter into any discussions with wholesalers regarding the prices at which other wholesalers sell PRODUCTS.

* 1. Wholesalers will purchase PRODUCTS from 3M subject to the conditions of sale stated in the price pages and any other 3M policy statements in effect at the time wholesaler submits an order.

**The prices and conditions of sale set forth in 3M’s price pages may be changed by 3M at any time with at least 30 days written notice to wholesalers.**

D. A wholesaler will order PRODUCTS only by purchase orders submitted to 3M. Acceptance of any orders placed by a wholesaler, either by written acknowledgment or by shipment of PRODUCTS, does not constitute acceptance by 3M of any of the terms and conditions contained in such orders, except the identification and quantity of PRODUCTS ordered. All orders are governed by the provisions of this Wholesaler Policy.

1. **Credit**.

3M, at its sole discretion, may change or limit the amount or duration of credit to be allowed a wholesaler. 3M may cancel any orders accepted by 3M or delay the shipment of the order, if a wholesaler fails to meet payment schedule or other credit or financial requirements established by 3M.

1. **Warranty and Limitation of Remedies; Disclaimer.**
   1. 3M warrants that PRODUCTS are merchantable at the time of shipment, and they will reasonably conform to an approved proof. If any PRODUCT is proven to be defective, 3M's entire liability and a wholesaler's exclusive remedy will be, at 3M's option, either 1) replacement of PRODUCT or 2) refund of the purchase price paid by the wholesaler for each defective PRODUCT, within a reasonable time after written notification of the defect and return of the defective PRODUCT to 3M.
   2. THE WARRANTIES STATED ABOVE ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.
   3. If a wholesaler offers express or implied warranties and limited remedies which differ from those stated above, then the wholesaler agrees to assume full responsibility for all liability, loss, cost, and expense arising out of, or in connection with, the different warranties and/or remedies offered by wholesaler.
   4. If a wholesaler takes delivery of PRODUCTS, then the wholesaler agrees to promptly inspect the shipment and notify 3M in writing of any defects. As to any PRODUCTS drop shipped to a distributor, a wholesaler agrees to require the distributor to promptly inspect the PRODUCTS and to promptly inform the wholesaler of any defects. A wholesaler will then immediately notify 3M of defects reported by the distributor. Any PRODUCTS not rejected within 30 days after delivery are accepted. Any notice of defects must specify the defects in detail; any defect not specified is waived. After sending 3M a notice of defect, a wholesaler must follow whatever return goods policy that 3M has in effect or any specific and reasonable instructions which 3M may issue. For any PRODUCT which 3M determines is defective, a wholesaler will follow 3M’s instructions and either return the PRODUCTS to 3M with 3M responsible for the return freight or dispose of the PRODUCTS in a safe manner approved by 3M at no charge to 3M.
2. **Limitation of Liabilities; Time Limit for Filing Action.**
   1. NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO PRODUCTS, ANY OF WHOLESALER'S PURCHASE ORDERS OR TERMINATION OF THE 3M- WHOLESALER RELATIONSHIP. This limitation applies regardless of whether the damages or other relief are sought based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal or equitable theory. This limitation does not apply to direct damages caused by breach of a material obligation under this Wholesaler Policy (except breach of warranty) or to claims for personal injury by a third party.
   2. Any action for breach of warranty or any other breach of obligation must be commenced within one (1) year after the breach occurs.
3. **Excused Performance.**

Except for a wholesaler's obligation to make payment to 3M, neither party will be liable for any failure to perform its obligations under this Wholesaler Policy if due to any cause beyond the reasonable control of the non-performing party.

1. **Use of 3M's Trademarks and Company Name**
   1. 3M grants authorized wholesaler’s permission to use 3M's company name and other trademarks associated with PRODUCTS, subject to the terms and conditions stated below.
   2. A wholesaler may use 3M's company name to designate the source of PRODUCTS or to describe the wholesaler's relationship with 3M (e.g., 3M Authorized Promotional Markets Wholesaler). The company name must always be accompanied by an appropriate modifying term and must not be used in a manner which implies that the wholesaler is part of 3M.
   3. A wholesaler may use 3M's trademarks associated with PRODUCTS in connection with the wholesaler's efforts to sell PRODUCTS. All references to PRODUCTS must accurately identify the PRODUCTS.
   4. A wholesaler's use of 3M's trademarks and company name must comply with the usage guidelines stated in 3M's Identity Standards for Dealers and Wholesalers and in 3M’s Guidelines for The Post-it® Trademark. A copy of the guidelines is available at the website [www.3M.com/identity.](http://www.3M.com/identity) If a wholesaler has a question concerning proper usage, then the wholesaler should secure prior written approval from 3M before using 3M's trademarks or company name.
   5. If a wholesaler misuses 3M's trademarks or company name, then 3M will have the right to revoke the permission to use 3M's trademarks and corporate logo granted to the wholesaler under this policy. 3M may revoke its permission by giving the wholesaler written notice.
   6. Upon termination of a wholesaler's right to buy PRODUCTS, the wholesaler will immediately cease all use of 3M's trademarks and company name and take all action possible to cause the removal of 3M's trademarks and company name from all signs, directories, business cards, sales literature, advertisements and any other places where the wholesaler has used these valuable 3M assets.
   7. A wholesaler may not use 3M’s trademarks and/or company name in a domain name, meta tag, file name or the like. Also, a wholesaler may not register a domain name containing a 3M trademark, 3M product name or 3M’s company name.
2. **Copy Ownership and Indemnification.**
   1. Copyrights: By submitting copy to 3M a wholesaler warrants that it has the right to have that copy printed and that 3M’s printing of the copy will not infringe any copyright. A wholesaler agrees to defend, indemnify and hold harmless 3M, 3M’s contract vendor and their respective directors, officers and employees, from any claim, loss, liability or expense (including reasonable attorneys’ fees and other expenses of litigation) because of any claim that the copy submitted to 3M infringes any copyright. If 3M has reason to fear a claim of infringement, 3M may withhold or interrupt the printing or shipment of an order. Neither 3M’s exercise nor failure to exercise this right change a wholesaler’s obligations under this paragraph.
   2. Use of Logos and Names of Other Companies: By submitting copy which includes a logo, company name or other representation of another company, a wholesaler warrants that it has the right to use that representation and to authorize 3M to use it as shown in the submitted copy. A wholesaler understands that 3M will not ordinarily verify the wholesaler’s authorization and a wholesaler agrees to defend, indemnify and hold harmless 3M, 3M’s contract vendor and their respective owners, partners, directors, officers and employees from any claim, loss, liability or expense (including reasonable attorneys’ fees and other expenses of litigation) on account of any claim that the printing of the logo, company name or other representation was unauthorized or that the manner of representation as shown in the submitted copy was improper. If 3M has reason to fear that the wholesaler’s authorization is invalid, or that the representation as shown in the

submitted copy is not proper, 3M may withhold or interrupt the printing or shipment of the order. Neither 3M’s exercise nor failure to exercise this right change a wholesaler’s obligation under this paragraph.

* 1. Limitations on Design and Text Exclusivity: If a wholesaler or its customer claims a copyright or other exclusive right to use the design or text which is furnished with an order, then the wholesaler must state that right conspicuously on the face of the order and must include a brief explanation of the source of the right. For example: “This copy includes an original design developed by one of our employees. Under her employment agreement, the rights belong to us.” Or: “This design is copyrighted by its author, Ms. X, who has assigned to our customer the right to reproduce it.” The copy itself must display the appropriate copyright notice.

1. **Other Sales.**

3M reserves the right to sell PRODUCTS in any other lawful manner, including selling PRODUCTS to distributors and directly to users.

1. **Right to Decline Orders.**

3M reserves the right to decline any order submitted by a wholesaler.

1. **Collecting Customer Information from Orders.**

3M shall have the right to record customer information supplied with wholesaler orders on a database and use the information in the future for various purposes, including but not limited to market research, product development and sales promotions.

1. **Market Development Allowance Program.**

3M has established a Market Development Allowance Program to support wholesalers willing to engage in market development activities. Contact 3M.

1. **Relationship of the Parties.**

The relationship established between 3M and a wholesaler is that of a vendor to its vendee. A wholesaler is not an agent or franchisee of 3M and has no authority to bind 3M, transact any business in 3M’s name or on its behalf in any manner, or make any promises or representations on behalf of 3M. A wholesaler must represent itself only as an independent business that is an authorized wholesaler of the PRODUCTS. The employees and agents of the wholesaler are not for any purpose the employees or agents of 3M.

1. **No Assignment, Sale or Transfer.**

When 3M appoints a wholesaler to buy and sell PRODUCTS, the appointment is personal. A wholesaler may not assign its rights or delegate its duties under this policy without 3M’s prior written approval. 3M expressly reserves the right to terminate a wholesaler’s right to buy PRODUCTS on (a) the sale of all or substantially all of the stock of the wholesaler, (b) the sale or transfer of the entire business or substantially all the assets of the wholesaler or (c) any change in the management or control of the wholesaler. Any assignment or transfer without 3M’s prior written consent is void and cause for termination of the wholesaler.

1. **Termination.**
   1. The offer and acceptance of an authorized wholesaler relationship for PRODUCTS are motivated by mutual anticipation of growing sales volumes, profits and other advantages, and a recognition and acceptance of mutual responsibilities inherent in the functions of a manufacturer and a wholesaler.
   2. When either the wholesaler or 3M forms the opinion that the anticipated advantages have not or are not likely to materialize or that the responsibilities in this wholesaler-manufacturer relationship are not being complied with, either party has the option of terminating this relationship by giving the other party at least thirty (30) days written notice.
   3. 3M is not obligated to repurchase PRODUCTS in a terminated wholesaler’s stock upon termination.
   4. A terminated wholesaler will immediately cease to represent itself as an authorized wholesaler of PRODUCTS.
   5. During the period between giving the notice of termination and the effective date of termination, all ordered PRODUCTS will be delivered to the wholesaler on a cash with order basis.
2. **Amendment of Policy**.

3M reserves the right to alter or amend this Wholesaler Policy at any time by giving wholesalers written notice. This Wholesaler Policy may not be amended by a 3M sales representative.

1. **Wholesaler Acceptance.**

3M’s appointment of an authorized wholesaler is expressly conditioned upon the wholesaler being bound by the provisions of this Wholesaler Policy. A wholesaler communicates acceptance of the provisions of this Wholesaler Policy by submitting orders to 3M after receipt of a copy of this Wholesaler Policy.

***3M reserves the right to change this policy at any time.***

**2022 3M Promotional Markets Authorized Wholesale Distributors**

Thank you for requesting information about the 3M Line. If you have an immediate need for pricing or order information about one of our products, or would like to place an order, we recommend that you contact one of the following authorized wholesale distributors:

|  |  |  |
| --- | --- | --- |
| **Company Name/Address** | **Toll-Free Number** | **Fax Number** |
| Ad-Lib |  |  |
| 109 White Oak Lane | 800-622-3542 | 732-679-9511 |
| Old Bridge, NJ 08857 | adlibadvertising.com |  |
| (Don Cogland) |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Ennis Business Forms | 800-752-9161 |  |
| 118 West Main | Customer Service | 800-793-7713 |
| Wolfe City, TX 75496-0190 | [www.ennis.com](http://www.ennis.com/) |  |
| (Barbara Woodruff) |  |  |

# 2022 Use of 3M's Trademarks and Company Name by Wholesalers

* 1. 3M grants authorized wholesaler’s permission to use 3M's company name and other trademarks associated with PRODUCTS, subject to the terms and conditions stated below.
  2. A wholesaler may use 3M's company name to designate the source of PRODUCTS or to describe the wholesaler's relationship with 3M (e.g., 3M Authorized Promotional Markets Wholesaler). The company name must always be accompanied by an appropriate modifying term and must not be used in a manner which implies that the wholesaler is part of 3M.
  3. A wholesaler may use 3M's trademarks associated with PRODUCTS in connection with the wholesaler's efforts to sell PRODUCTS. All references to PRODUCTS must accurately identify the PRODUCTS.
  4. A wholesaler's use of 3M's trademarks and company name must comply with the usage guidelines stated in 3M's Identity Standards for Dealers and Wholesalers and in 3M’s Guidelines for the Post- it® brand trademark. A copy of the guidelines is available at the website [www.3M.com/identity.](http://www.3M.com/identity) If a wholesaler has a question concerning proper usage, then the wholesaler should secure prior written approval from 3M before using 3M's trademarks or company name.
  5. If a wholesaler misuses 3M's trademarks or company name, then 3M will have the right to revoke the permission to use 3M's trademarks and corporate logo granted to the wholesaler under this policy. 3M may revoke its permission by giving the wholesaler written notice.
  6. Upon termination of a wholesaler's right to buy PRODUCTS, the wholesaler will immediately cease all use of 3M's trademarks and company name and take all action possible to cause the removal of 3M's trademarks and company name from all signs, directories, business cards, sales literature, advertisements and any other places where the wholesaler has used these valuable 3M assets.

1. A wholesaler may not use 3M’s trademarks and/or company name in a domain name, meta tag, file name or the like. Also, a wholesaler may not register a domain name containing a 3M trademark, 3M product name or 3M’s company name.
2. See Post-it® Brand Guidelines Quick Reference Guide in 3M Promo/Info Center for more details on Post-it® brand.

***3M reserves the right to change this policy at any time.***

**2022 DIRECT RESPONSE DISTRIBUTOR SET-UP PROCEDURE**

* 1. Customer service rep initiate set-up at the request of the customer.
  2. Customer Service Representative enters Territory Code and Trade Channel on the application: Trade Channels: B Magazine

E Direct Mail F B2B Catalog H B2C Catalog N Newspaper

* 1. Application is e-mailed to customer.
  2. Customer must complete their portion of the application, **sign the Certificate of Exemption,**

and return to Dealer Maintenance - Direct Response.

* 1. Dealer Maintenance - Direct Response, email to 3M Management application for review and credit check.
  2. 3M Management sends email to, Customer Service Representative - Direct Response, and Dealer Maintenance in Mankato stating approval or rejection of credit.
  3. Dealer Maintenance assigns account number and releases order for production.
  4. Accounts Receivable notifies distributor that they are set up (or rejected) as a credit account for 3M Direct Response.

|  |  |  |
| --- | --- | --- |
| **Direct Response - Mankato Contact:** | | |
| Amber Burns | Accounts Receivable | 800-255-2183 |

# Post-it® Direct Response Products

**2022 Newspaper and Direct Mail Performance Allowance Program**

**Purpose** Post-it® Direct Response Products supports our newspapers that engage in activities that help develop 3M’s business. To encourage newspapers to engage in such business development activity, 3M is offering each authorized newspaper selling qualifying 3M products a performance allowance to help offset the costs incurred by the newspaper.

#### Performance Allowance Offer

1. Post-it® Direct Response Products will establish a performance allowance for each authorized newspaper equal to two percent (2.0%) of the newspaper’s 2021 purchases of qualifying products.
2. To receive some or all of the accrued performance allowance, a newspaper must promote one or more of the qualified products using a business development activity approved by 3M’s sales representative during the specified performance period. Some examples of business development activities which will be approved include documented Post-it® Note Sales Contests, advertising and promotion of the newspaper’s front page Post-it® Note program, trade shows, direct mail flyers, customer samples.
3. Where a newspaper seeks reimbursement for costs incurred performing an approved business development activity, a newspaper must submit a claim for payment after performing the business development activity using 3M’s 2022 Business Development Allowance Claim Form. The claim must include the specified proof of performance documentation.
4. Where 3M provides a newspaper with products or services in connection with an approved business development activity, 3M will deduct the amounts due to 3M from the newspaper’s accrued performance allowance. If the accrued allowance won’t cover the entire amount due, then 3M will bill the newspaper for the remaining amount due.

**Qualifying Products** The full line of Post-it® Direct Response products qualify for this performance allowance program including Post-it® Notes in Canary Yellow and White.

#### Non-reimbursable Activities

3M will not reimburse the following types of expenses:

1. Telephone yellow page listings or ads.
2. Catalogs and flyers purchased from a wholesaler.
3. The amount of price reduction on price-off promotions, including free or reduced prices on companion merchandise.
4. Unprinted merchandise.
5. Office Equipment

**Performance Period** January 1, 2022– December 1, 2022

**Proof of Performance** A newspaper must provide 3M with proof of performance

documentation for each business development activity.

**Payment** 1. A newspaper that incurs costs while performing an approved

business development activity during the performance period

shall be entitled to submit a claim for reimbursement. Claims must be submitted using the 3M 2022 Performance Allowance

Claim Form with all required proof of performance documentation attached.

* 1. All claims for payment must be submitted to 3M’s sales representative in a timely manner. If activity is performed, all claims must be submitted by December 15, 2022.
  2. The submission of a claim constitutes an affirmative representation by the newspaper to 3M that the amount claimed has been expended in full and solely for the purpose described. 3M reserves the right to request additional documentation to verify the actual cost incurred.

#### NO DEDUCTIONS FOR PERFORMANCE ALLOWANCE CLAIMS WILL BE ALLOWED FROM 3M INVOICES.

* 1. Claims for less than $50.00 will not be accepted.
  2. Claims will be paid by check at the earliest possible date. Please allow 8 weeks for handling.

#### 3M RESERVES THE RIGHT TO MODIFY OR WITHDRAW THIS PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE.

**Post-it® Brand Direct Response Products 2022 Performance Allowance Claim Form**

**Performance Certification**

I certify that I performed the approved business development activity described below and I incurred the costs indicated below. I have documented my performance by attaching the required proof of performance documentation. This performance entitles me to submit a claim for reimbursement up to the amount of the accrued Performance Allowance based upon my **2022 Purchases.**

**Business Development Activity:**

#### Qualifying Products Promoted:

**Reimbursement Requested:**

Monies Spent $

|  |  |
| --- | --- |
| 3M Customer No. | |
| Newspaper Name | |
| Newspaper Address | |
| Signed By | |
| Print Name | |
| Title | Date |

Actual Performance and Amount of Claim Confirmed by

|  |  |  |
| --- | --- | --- |
| 3M Sales Representative | Territory Code No. | Date |
| 3M Manager | | Date |

NOTE: All claims for payment must be submitted within sixty (60) days after the business development activity has been completed. All claims must be submitted by December 15, 2022. A signed copy of this Claim Form with proof of performance documentation attached will constitute the claim. All claims must be sent to your Post-it® Brand Direct Response Products sales representative.

# 2022 General Policy & Procedure Information

#### Distributor requests to:

#### Supplier Packets and Agreements:

Send documents to 3M National Sales Manager **with** as much information completed as you possibly can. DO NOT SIGN THE DOCUMENT. These documents may require legal review. Please make sure the customer understands this may require several versions before the document may be approved.

**Manufacturing & ISO information**: Send e-mail request to 3M Manufacturing Manager. See Contact List.

**NAFTA, source of supply documents and information**: Send e-mail request to 3M Manufacturing Manager. See Contact List.

**Confidentiality Agreements/Disclosures**: Send e-mail request to 3M National Sales Manager. See Contact List.

#### Donating Procedure:

When a distributor or customer makes a request for 3M to donate funds or product, please refer them to:

[www.3mgiving.com](http://www.3mgiving.com/)

Tell them to click on the button "Apply and Verify" (right side of screen)

The requester will be asked to complete a short survey to verify their eligibility and legitimate charity. If they are eligible, they will be connected to 3M Community Affairs.

This is the only way 3M will consider a donation.

**Sustainability Certification:** Send requests to 3M National Sales Manager.

**New Product Ideas:** Refer to this link.

http://solutions.3m.com/wps/portal/3M/en\_US/Submit/YourIdea/?WT.mc\_id=[www.3m.com/submityouridea](http://www.3m.com/submityouridea)

# 2022 3M Distributor Application

#### Email completed form to: 3M Promotional Markets

**Email:** [3MDealer@3MPromote.com](mailto:3MDealer@3MPromote.com)

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Business** | Legal Business Name | | | | | | | | | | | |
|  | Company name listed on purchase order (if different than above) | | | | | | | | | | | |
|  | Street Address | | | | | | | | Email address | | | |
| City, State, Zip | | | | | Phone  ( | ) |  |  |  | Fax  ( | ) |
| Owner’s Name | | | | | | | | Addition Contact Name | | | |
|  | **Billing Location (if different than above)** | | | | | | | | **Paying Office (if different than above)** | | | |
|  | Business Name | | | | | | | | Business Name | | | |
| Address | | | | | | | | Address | | | |
| City/State/Zip | | | | | | | | City/State/Zip | | | |
| Phone  ( | ) |  | Fax  ( | ) |  | |  | Phone  ( | ) | Fax  ( | ) |
| Contact Name | | | | | | | | Contact Name | | | |
| **Email** | Provide an email address. All invoices will be sent to this address: | | | | | | | | | | | |
| **Company Information** | Primary Supplier of adhesive note products during the past 12 months | | | | | | | | | | | |
|  |  | Types of Locations (Please check all that apply) Single Location Franchise Branch Office | | | |  | Other |  | ASI#: | | |
|  | | | | | | | | | Dun and Bradstreet #: | | |
| **Exemption** | State Sales/Use Tax Account Number | | | | | | | | | | | |
| I hereby certify that I am engaged in the business of and the tangible personal property described below which I shall purchase from 3M Promotional Markets, 2021 Lookout Drive, North Mankato, MN 56003, is exempt  from State sales tax for the following reason(s) . | | | | | | | | | | | |
| I, the undersigned purchaser, hereby certify that all of the above information pertaining to my business is correct. I certify that all products which I shall purchase from 3M Promotional Markets, 2021 Lookout Drive, North Mankato, MN 56003, is exempt and that I will be responsible for collecting any taxes that may pertain to such products. | | | | | | | | | | | | |

|  |  |  |
| --- | --- | --- |
| Signature of Authorized Purchaser (Actual Signature Required) | Title of Authorized Purchaser | Date |
| **Prepayment Information** | **For Security Purposes Prepayment Information is on Page 2 of this application.** |  |

#### Prepayment Information

We require all new accounts to prepay all orders until credit requirements to be considered for terms have been met. Prepayment by credit card or check in advance accepted.

#### Please provide a Credit Card for us to keep on file for your orders. Complete the information below:

|  |  |  |
| --- | --- | --- |
| **Credit Card**  **Authorization** | **Authorization to use Credit Card on File**  I hereby authorize 3M Promotional Markets to charge ALL of my incoming orders to my credit card.  American Express MasterCard Visa | |
| Credit Card Number | Expiration Date |
| Cardholder’s Name | |
| Cardholder’s Street Address | Cardholder’s City/State/Zip |
|  | Legal Business Name | Date |

***Demande d’autorisation de distribution de produits 3M au Canada, année 2022***



***Veuillez envoyer la demande dûment remplie par courriel ou télécopie à : Marchés Télécopie : 855 277-4419***

***Courriel :*** [***3MDealer@3MPromote.com***](mailto:3MDealer@3MPromote.com)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Entreprise*** | ***Dénomination commerciale officielle*** | | | | | |
|  | ***Nom de la compagnie indiqué sur le bon de commande (si différent de la dénomination commerciale)*** | | | | | |
|  | ***Rue*** | | | ***Adresse de courriel*** | | |
| ***Ville, province / Code postal*** | | ***Téléphone ( )*** | | | ***Télécopie ( )*** |
| ***Nom du propriétaire*** | | | ***Autre personne-ressource*** | | |
|  | ***Adresse de facturation (si différente de l’adresse ci-dessus)*** | | | ***Domicile de paiement (si différent de l’adresse ci-dessus)*** | | |
|  | ***Dénomination commerciale*** | | | ***Dénomination commerciale*** | | |
| ***Adresse*** | | | ***Adresse*** | | |
| ***Ville, province / Code postal*** | | | ***Ville, province / Code postal*** | | |
| ***Téléphone ( )*** | ***Télécopie ( )*** | | ***Téléphone ( )*** | | ***Télécopie ( )*** |
| ***Personne-ressource*** | | | ***Personne-ressource*** | | |
| ***Courriel*** | ***Indiquez une adresse de courriel. Toutes les factures seront expédiées à cette adresse :*** | | | | | |
| ***Renseigne ments sur la compagni e*** | ***Fournisseur principal de notes adhésives au cours des 12 derniers mois*** | | | | | |
| ***Types de compagnies (cochez toutes les réponses pertinentes)***  ***Commerce indépendant Franchise Succursale Autres*** | | | | ***No ASI*** | |
|  | | | | ***No Dun & Bradstreet :*** | |
|  |  | | | | | |

|  |  |  |
| --- | --- | --- |
| ***Je soussigné, acheteur, atteste par la présente que tous les renseignements relatifs à mon entreprise et figurant ci-dessus sont corrects.***  ***J’atteste que tous les produits que je compte acheter auprès des Marchés promotionnels 3M,***  ***2021 Lookout Drive, North Mankato, MN 56003, États-Unis, ne sont sujets à aucune taxe, et je prends la responsabilité de collecter toute taxe pouvant s’appliquer à ces produits.*** | | |
| ***Signature de l’acheteur habilité (signature manuelle requise)*** | ***Titre de l’acheteur habilité*** | ***Date*** |
| ***Renseignements relatifs au paiement anticipé*** | ***Pour des raisons de sécurité, les renseignements relatifs au paiement anticipé figurent en page 2 de cette demande d’autorisation.*** |  |

***Renseignements relatifs au paiement anticipé***

***Nous demandons à tous nos nouveaux clients de bien vouloir s’acquitter du paiement de leurs commandes de manière anticipée jusqu’à ce que les exigences de crédit mentionnées aux conditions d’accord aient été satisfaites. Le paiement anticipé peut être effectué par carte de crédit ou par remise préalable d’un chèque.***

***Veuillez fournir vos renseignements de carte de crédit afin que nous puissions les conserver dans nos dossiers pour vos prochaines commandes. Veuillez fournir les renseignements suivants :***

|  |  |  |
| --- | --- | --- |
| ***Carte de crédit Autorisation*** | ***Autorisation***  ***d’utilisation de la carte de crédit conservée dans nos dossiers***  ***J’autorise par la présente les Marchés promotionnels 3M à débiter TOUTES mes futures commandes sur ma carte de crédit.***  ***American Express MasterCard Visa*** | |
| ***Numéro de carte de crédit*** | ***Date d’expiration*** |
| ***Nom du titulaire de carte*** | |

|  |  |  |
| --- | --- | --- |
|  |  | |
| ***Rue du titulaire de carte*** | ***Ville, État et code postal du titulaire de carte*** |
|  | ***Dénomination commerciale officielle*** | ***Date*** |

***2022 3M Distributor Application for Canada***



***Email completed form to:***

***3M Promotional Markets***

***Email:*** [***3MDealer@3MPromote.com***](mailto:3MDealer@3MPromote.com)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ***Business*** | ***Legal Business Name*** | | | | | | | |
|  | ***Company name listed on purchase order (if different than above)*** | | | | | | | |
|  | ***Street Address*** | | | | ***Email address*** | | | |
| ***City, Province/ Postal code*** | | | ***Phone ( )*** | | | ***Fax (*** | ***)*** |
| ***Owner’s Name*** | | | | ***Addition Contact Name*** | | | |
|  | ***Billing Location (if different than above)*** | | | | ***Paying Office (if different than above)*** | | | |
|  | ***Business Name*** | | | | ***Business Name*** | | | |
| ***Address*** | | | | ***Address*** | | | |
| ***City/Province, /Postal code*** | | | | ***City/Province/ Postal code*** | | | |
| ***Phone ( )*** | ***Fax (*** | ***)*** |  | ***Phone ( )*** | | ***Fax (*** | ***)*** |
| ***Contact Name*** | | | | ***Contact Name*** | | | |
| ***Email*** | ***Provide an email address. All invoices will be sent to this address:*** | | | | | | | |
| ***Company Information*** | ***Primary Supplier of adhesive note products during the past 12 months*** | | | | | | | |
| ***Types of Locations (Please check all that apply)***  ***Single Location Franchise Branch Office Other*** | | | | | ***ASI#:*** | | |
|  | | | | | ***Dun and Bradstreet #:*** | | |
|  |  | | | | | | | |

|  |  |  |
| --- | --- | --- |
| ***I, the undersigned purchaser, hereby certify that all of the above information pertaining to my business is correct.***  ***I certify that all products which I shall purchase from 3M Promotional Markets, 2021 Lookout Drive, North Mankato, MN 56003, is exempt and that I will be responsible for collecting any taxes that may pertain to such products.*** | | |
| ***Signature of Authorized Purchaser (Actual Signature Required)*** | ***Title of Authorized Purchaser*** | ***Date*** |
| ***Prepayment Information*** | ***For Security Purposes Prepayment Information is on Page 2 of this application.*** |  |

***Prepayment Information***

***We require all new accounts to prepay all orders until credit requirements to be considered for terms have been met. Prepayment by credit card or check in advance accepted.***

***Please provide a Credit Card for us to keep on file for your orders. Complete the information below:***

|  |  |  |
| --- | --- | --- |
| ***Credit Card***  ***Authorization*** | ***Authorization to use***  ***Credit Card on File***  ***I hereby authorize 3M Promotional Markets to charge ALL of my incoming orders to my credit card.***  ***American Express MasterCard Visa*** | |
| ***Credit Card Number*** | ***Expiration Date*** |
| ***Cardholder’s Name*** | |

|  |  |  |
| --- | --- | --- |
|  | ***Cardholder’s Street Address*** | ***Cardholder’s City/State/Zip*** |
|  | ***Legal Business Name*** | ***Date*** |

#### Email completed form to: 3M Promotional Markets

**Email:** [3MDealer@3MPromote.com](mailto:3MDealer@3MPromote.com)

**2022 3M Distributor Application AIA Owners/Sales Affiliates**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Business** | Legal Business Name | | | | | | | | | | | |
|  | Company name listed on purchase order (if different than above) | | | | | | | | | | | |
|  | Street Address | | | | | | | | Email address | | | |
|  | | | | | | | |  | | | |
| City, State, Zip | | | | | Phone  ( | ) |  |  |  | Fax  ( | ) |
| Owner’s Name | | | | | | | | Addition Contact Name | | | |
|  | **Billing Location (if different than above)** | | | | | | | | **Paying Office (if different than above)** | | | |
|  | Business Name | | | | | | | | Business Name | | | |
| Address | | | | | | | | Address | | | |
| City/State/Zip | | | | | | | | City/State/Zip | | | |
| Phone  ( | ) |  | Fax  ( | ) |  | |  | Phone  ( | ) | Fax  ( | ) |
| Contact Name | | | | | | | | Contact Name | | | |
| **Email** | Provide an email address. All invoices will be sent to this address: | | | | | | | | | | | |
| **Company Information** | Primary Supplier of adhesive note products during the past 12 months | | | | | | | | | | | |
|  |  | Types of Locations (Please check all that apply) Single Location Franchise Branch Office | | | |  | Other |  | ASI#: | | |
|  | | | | | | | | | Dun and Bradstreet #: | | |
| **Exemption** | State Sales/Use Tax Account Number | | | | | | | | | | | |
| I hereby certify that I am engaged in the business of and the tangible personal property described below which I shall purchase from 3M Promotional Markets, 2021 Lookout Drive, North Mankato, MN 56003, is exempt  from State sales tax for the following reason(s) . | | | | | | | | | | | |

|  |  |  |
| --- | --- | --- |
| I, the undersigned purchaser, hereby certify that all of the above information pertaining to my business is correct.  I certify that all products which I shall purchase from 3M Promotional Markets, 2020 Lookout Drive, North Mankato, MN 56003, is exempt and that I will be responsible for collecting any taxes that may pertain to such products. | | |
| Signature of Authorized Purchaser (Actual Signature Required) | Title of Authorized Purchaser | Date |

**3M Promotional Markets**

**2022 Performance Allowance Claim Form**

**Performance Certification**

I certify that I performed the approved business development activity described below and I incurred the costs indicated below. I have documented my performance by attaching the required proof of performance documentation. This performance entitles me to submit a claim for reimbursement up to the amount of the accrued Performance Allowance based upon my **2021 Purchases.**

**Business Development Activity:**

#### Qualifying Products Promoted:

**Reimbursement Requested:**

Monies Spent $

|  |  |
| --- | --- |
| 3M Customer No. | |
| Distributor Name | |
| Distributor Address | |
| Signed By | |
| Print Name | |
| Title | Date |

Actual Performance and Amount of Claim Confirmed by

|  |  |  |
| --- | --- | --- |
| 3M Sales Representative | Territory Code No. | Date |
| 3M Manager | | Date |

NOTE: All claims for payment must be submitted within sixty (60) days after the business development activity has been completed. All claims must be submitted by December 15, 2022. A signed copy of this Claim Form with proof of performance documentation attached will constitute the claim. All claims must be sent to your 3M Promotional Markets sales representative.