

# Terms and Conditions of Purchase of 3M Oesterreich GmbH

## 1. Offers

In case of expressly requested offer information, the desired quantity and quality information shall be binding for the supplier. As a general order, the order shall be submitted free of charge.

## 2. Order

As a general rule, the purchase order shall be submitted in duplicate. If this order is passed on to any sub-supplier, the supplier commissioned by the purchaser shall be liable for compliance with these Terms and Conditions of Delivery.

## 3. Delivery

The delivery period shall start with the order date. The agreed periods and time limits shall be binding. The date of receipt of the goods by the purchaser shall be relevant for compliance with the delivery date and period. If the supplier is unable to adhere to the delivery date or any other condition of the order received, the supplier shall be obliged to inform the purchaser thereof without undue delay. The supplier shall be obliged to compensate the purchaser for the damage caused by delay. This shall also include covering purchases. In case of any delay in delivery, the purchaser reserves the right, without setting of any grace period, to refuse delivery and to withdraw from the order either in whole or in part, without the supplier being entitled to claim compensation for damages. In case of repeated delays in delivery, the purchaser shall be entitled to dissolve the agreement with immediate effect by simple written notice to the supplier, without this resulting in any claims of any kind whatsoever on the part of the supplier.

## 4. Notification of Defects, Warranty and Compensation for Damages

The obligation to inspect the goods and, where required, notify of any defects shall start only after the goods have been received at the address specified by the purchaser. The period of notice for defects shall be governed by the statutory time period. In urgent cases or in case of any default on the part of the supplier despite a written request and a reasonable grace period being set, the purchaser may remedy the defects him or herself at the supplier's expense. The supplier shall be liable for ensuring that the delivery and use of the delivered items will not violate any third-party patents and property rights and shall be obligated to compensate the purchaser for any third-party claims resulting from the violation of property rights in case the delivery item is used in compliance with the agreement. Regardless of the degree of fault, the supplier shall be liable for any direct or indirect damage suffered by the purchaser due to any defect or defectiveness of the goods delivered, but also for any direct and indirect damage to be compensated by the purchaser to the purchaser's customer for this reason.

## 5. Payment

Payment shall be due after invoicing and receipt and/or inspection of the goods, on the conditions specified in the purchase order.

## 6. Miscellaneous

All information, such as plans, sketches, models and the like may only be used by the supplier for the manufacture of the delivery item. Any other use shall be inadmissible. The supplier shall be liable for any resulting damage. After termination of the business transaction, any documents made available shall be returned to the purchaser without request. Any reference for advertising purposes in the supplier's advertising material to any business relationship existing with the purchaser shall only be permitted with the purchaser's written approval. The Terms and Conditions of Dispatch printed and/or inserted overleaf shall be an integral part of these General Terms and Conditions of Purchase. Until receipt of the proper documents enabling sound performance of the delivery, the goods shall be stored at the supplier's expense and risk. Excess quantities may be remunerated only up to a margin of 5%. Any additional excess delivery shall be made available to the supplier at the supplier's expense and risk. Any terms and conditions of the supplier which contradict these General Terms and Conditions of Purchase shall only apply if the purchaser expressly agrees to their application in writing.

## 7. Applicable Law and Place of Jurisdiction

The parties exclusively agree on the application of Austrian law to the exclusion of the CISG. Any legal disputes resulting from or in connection with the transaction in question, where applicable, shall be subject to the local competence of the Vienna Commercial Court; any claims falling within the competence of the district court shall be subject to the local competence of the Vienna District Court for Commercial Matters.

As of: January 2008

