

General Terms and Conditions of Purchase of 3M (Schweiz) GmbH

1. Validity

The following General Terms and Conditions of Purchase shall apply to all business transactions between 3M (Schweiz) GmbH as the purchaser (hereinafter: 3M) and the supplier. Upon acceptance of the order, the supplier shall acknowledge the terms and conditions below. Any deviating Terms and Conditions of Sale or confirmations to the contrary shall only apply if they are expressly accepted by 3M in writing. The supplier's obligation to comply with these General Terms and Conditions of Purchase shall also apply to any future orders. The present terms and conditions may be modified or amended by 3M at any time. The respective current version at the time of ordering shall apply.

2. Prices and Orders

- 2.1. Contractually agreed or offered prices shall be fixed prices and exclusive of VAT. Any further expenses, such as costs for packaging, transport, transport insurance, customs and further duties and fees, shall be included in the fixed price.
- 2.2. Orders shall only be binding if they are placed in writing and stating an order number. If the order is not rejected by the supplier in writing within a period of five (5) working days, it shall be deemed accepted.

3. Subcontracting

Any subcontracting to third parties in whole or in part without the prior written consent of 3M shall not be permitted. In case subcontracting is approved, the supplier shall be liable for the services of the subcontractor just as for the supplier's own services.

4. Provision of Material by 3M

Any material provided by 3M shall remain the property of 3M, shall be marked as such and shall be stored separately until it is processed. The supplier shall take out insurance for such material against improper handling, fire and water damage and theft and shall use such material in a cost-effective manner. If the supplier becomes the owner due to such processing, the supplier shall hereby transfer the ownership to 3M. Upon execution of the order according to any drawing, such drawing shall be binding; any samples shall only serve as an illustration of the drawing.

5. Delivery Period, Delay in Delivery

The delivery date agreed with the supplier shall be binding (maturity date). The delivery date shall apply to the date of receipt of the goods at the requested place of delivery. As soon as any circumstances become known which make it impossible to deliver in good time, the supplier shall be obliged to immediately inform 3M thereof in detail and in writing, stating the reasons and specifying the 3M order number. 3M may insist on fulfilment or cancel the order without setting any grace period. The statutory claims for compensation for damages and rights of 3M shall remain reserved.

6. Packaging, Delivery, Transport

- 6.1. The supplier shall be obliged to comply with the 3M packaging requirements, unless anything to the contrary has been agreed. For the rest, the principle shall apply that the goods shall be protected against damage during transport and storage and labelled with a content summary.
- 6.2. Delivery documents: each delivery shall be accompanied by a delivery note. The delivery note and the invoice shall contain the following information:
 - full order number of 3M
 - name of the point of contact of 3M and of the supplier
 - exact delivery quantity and designation of the goods
 - information on partial and remaining deliveries
 - separate specification of the VAT on the invoiceWithout any instruction to the contrary, the goods shall be delivered at no cost to 3M to the place of destination (Incoterms: DDP). Unless agreed upon otherwise beforehand, transport shall be effected at the supplier's responsibility and expense. Benefit and risk shall only pass to 3M at the time of handover of the products at the place of delivery.
- 6.3. For deliveries performed from any foreign delivery plant of the supplier, dispatch instructions shall be obtained from 3M (Import department) in good time. The supplier shall be responsible for the corresponding accompanying documents.



7. Trade Secrets / Confidentiality / Property Rights

- 7.1. All data, drawings, drafts and other documents and information handed over to the supplier within the framework of any order shall be kept confidential and must be used for any other purpose, reproduced or made available to third parties. The same shall also apply to the period of the feasibility clarification, contractual negotiations and after termination of the contractual relationship. The documents and information handed over by 3M shall be surrendered or destroyed upon request at any time. In case of any violation of these confidentiality and return obligations, the supplier shall pay a contractual penalty in the amount of 10% of the value of the agreed overall delivery. This payment shall not exempt the supplier from the confidentiality obligation, but shall be set off against the compensation for damages to be paid.
- 7.2. The supplier shall warrant that the supplier's deliveries and services will not violate any third-party property rights and manufacturing and trade secrets. The supplier shall indemnify and hold 3M harmless from any third-party claims and, upon the request of 3M, shall conduct any proceedings.

8. Defects in the Goods, Claims for Defects / Liability

- 8.1. The supplier shall be liable for ensuring that the delivered goods will be free from material defects and defects of title and has the assumed quality as well as the warranted properties according to specifications, information in prospectuses, catalogues and/or technical documents. The same shall apply to compliance with the standards and legal and official regulations on generally accepted rules of technology, occupational health and safety, accident prevention and environmental protection legislation in the country of manufacture and in Switzerland. To ensure compliance with these provisions, the supplier shall provide 3M in the appropriate form with data on the ingredients of the delivered goods as well as with other information requested by 3M and shall guarantee its correctness. After prior notice, 3M shall be entitled to perform quality audits on the supplier's premises.
- 8.2. The supplier shall perform a comprehensive inspection of the goods before dispatch. The legal obligations of 3M to inspect and give notice of defects shall be expressly waived.
- 8.3. Subject to any longer statutory time limit, any claims for defects of 3M shall become time-barred after 24 months from delivery. Acceptance and payment of the goods shall not exclude any later notices of defects.
- 8.4. If any defective goods are delivered, 3M shall be entitled, in addition to the legal claims, to subsequently demand improvement or replacement delivery free of charge. If any defects are identified in any individual delivery, 3M shall be entitled to waive any still outstanding deliveries of the same goods and/or to withdraw from the agreement without any compensation obligation. In case of repaired or replaced parts, the warranty period shall start anew.
- 8.5. The supplier shall be liable vis-à-vis 3M according to the provisions of the Swiss Code of Obligations. The supplier shall be obliged to hold 3M harmless from any claims from product liability which are attributable to any goods delivered by the supplier.

9. Applicable Law and Place of Jurisdiction

This legal relationship shall be subject to Swiss substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The place of fulfilment and jurisdiction shall be Horgen, Switzerland. 3M shall have the option to take legal proceedings against the supplier before any other competent court.

As of: August 2014

