



TERMS OF PURCHASE

1. Definitions

In these terms of purchase, the following terms are defined as follows:

- 1.1. 3M: the private companies 3M Nederland B.V., 3M ECC Europa B.V., 3M Filtrete B.V. Dyneon B.V., 3M International Group B.V.
- 1.2. Supplier: the other party in an agreement with 3M
- 1.3. Agreement: any agreement which is concluded between 3M and a Supplier, any modification or amendment thereto, as well as all (legal) actions to prepare and implement this agreement.
- 1.4. Products: all goods and services which form the subject of an agreement, as well as activities which are performed by the Supplier in connection therewith.

2. Scope of application

- 2.1. These terms of purchase form an integral part of all offer-requests, orders and agreements and also apply to all related (legal) actions of 3M and the Supplier. In case of dispute, the provisions of the agreement prevail over these terms of purchase. The general conditions of the Supplier are expressly rejected.

3. Offers, agreement and modifications

- 3.1. Requesting an offer shall not bind 3M. Only confirmed orders issued in writing shall be binding on 3M.
- 3.2. Deviations from these terms of purchase and modifications of the agreement shall only be valid if agreed in writing and shall relate only to the agreement involved.
- 3.3. 3M is at all times authorised to modify the scope and/or composition of any order.
- 3.4. If a modification in conformity with art. 3.3 has consequences for the agreed price and/or the time of delivery, the Supplier shall inform 3M in writing within 8 days after notice of the desired modification. If, in 3M's judgement, these consequences for price and/or time of delivery are unreasonable or undesirable, 3M shall be entitled to withdraw the modification it desired or to dissolve the agreement by means of written notice to the Supplier.

4. Delivery and acceptance

- 4.1. Products will be delivered at the agreed place and the agreed time in accordance with the Delivery Duty Paid (DDP) Incoterms applicable at that time. 3M is always free to modify the delivery address and/or to extend the delivery deadline, against compensation of extra costs reasonably incurred by the Supplier
- 4.2. The Supplier shall immediately inform 3M if there is a serious threat that the delivery deadline will not be met.
- 4.3. The delivered Products are accepted if, upon visual inspection, they correspond to the terms of the agreement.
- 4.4. Acceptance within the meaning of this article does not bar a later complaint by 3M due to defects in or shortcomings of the Products and/or the Supplier's failure to execute the agreement.

5. Transfer of risks and ownership

- 5.1. The ownership and the risks relating to the Product are transferred to 3M at the moment of acceptance, as referred to in art. 4.3.
- 5.2. Should 3M furnish the Supplier with materials such as raw materials, semi-finished products, equipment, software, etc. (the "Materials"), for the purpose of fulfilling his obligations under the agreement, such Materials shall remain the property of 3M. The Supplier shall be liable if, for whatever reason, the Materials furnished are destroyed or damaged.
- 5.3. From the time Materials are assimilated into the Supplier's Products, a new product shall exist which is the property of 3M.
- 5.4. When sent back as intended in art.6.2, both the ownership and the risks associated with these Products shall be transferred to the Supplier at the moment the Products leave the agreed place of delivery.

6. Deficiency, default and dissolution

- 6.1. Each agreed date for the fulfilment by the Supplier of any obligation is final. Once it has been exceeded, the Supplier is in default, without any notice of default being necessary. Requests directed to the Supplier to still fulfil an obligation do not alter this state of default.
- 6.2. If the delivered Products do not correspond with what 3M could expect according to the agreement, 3M is entitled to return the Products at the Supplier's expense within 21 days after this has been determined, without prejudice to any right of 3M to dissolution and/or compensation. At 3M's request, the Supplier shall be obliged to, at his own expense, arrange for the immediate repair or replacement of the delivered Products, unless 3M indicates otherwise.
- 6.3. 3M is authorised to dissolve the agreement, wholly or partially, immediately without notice of default or to (partially) suspend performance of its obligations thereunder in any of the following situations:
 - if the Supplier does not or not completely fulfil a contractual obligation of an essential nature and/or in a timely fashion (including but not limited to the obligations mentioned in articles 3.4, 4.2, 10.2 and 12.2);
 - if the Supplier fails to fulfil some other, less essential, obligation despite a written reminder from 3M;
 - if the Supplier discontinues his business activities, or in case of (application for) bankruptcy or suspension of payment;
 - in case of seizure of any of the Supplier's assets which has not been lifted within 15 working days.
- 6.4. In each of the situations mentioned in art. 6.3, all claims 3M has on the Supplier shall immediately become fully payable. 3M shall not be obliged to compensate any damage which the Supplier incurs as a consequence of the dissolution.
- 6.5. The provisions of this article do not prejudice 3M's (other) rights based on the law and/or the agreement

7. Prices

- 7.1. The price is exclusive of VAT and includes packaging, transportation and other costs relating to the fulfilment of the Supplier's obligations, unless expressly indicated otherwise.
- 7.2. Payment shall be made within 60 days after the invoicing date, unless explicitly otherwise agreed to by 3M in writing. The Supplier is not allowed to set off any claim (whether due or not) on 3M with any amount which Supplier owes to 3M.

8. Specification of the Products and compliance with laws

- 8.1. All Products, including packaging and packaging components, sold by the Supplier to 3M under this Agreement shall conform in all respects to the specifications set or agreed to by 3M (the "Specification") and to any and all legal and regulatory requirements, in particular safety and health requirements, valid at the time in The Netherlands and/or the European Union, even if not expressly referred to in the Specification.
- 8.2. Without prejudice to art. 8.1, the Products, or the 3M products into which they are incorporated, and/or packaging and packaging components, may need to comply with laws that restrict Product content, including, but not limited to, the European Regulation 1907/2006 (REACH); Directive 2002/95/EC (RoHS) and Directive 94/62/EC (Packaging Directive), and/or any local laws in the individual member states of the European Union that transpose RoHS and the Packaging Directive ("Substance Laws"). The Supplier warrants that the Products will not contain any of the substances prohibited by such Substance Laws and that any substances including substances covered by REACH contained in the Products will not exceed the relevant concentration values as per the Substance Laws ("Restricted Values") in force at the time the Products are supplied.
- 8.3. The Supplier will provide to 3M: (i) satisfactory documentation that the Products do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all Products so 3M can determine if 3M materials combined with non-3M materials do not exceed the Restricted Values; and (iii) reports on the occurrence of other substances that may require disclosure to governmental bodies, customers and/or recyclers.
- 8.4. Without prejudice to articles 8.1 and 8.2, the Products, and/or packaging and packaging components, may contain substances that are subject to registration based on European or local laws and regulations. Supplier undertakes to inform 3M in the event the Product contains one (1) or more substances that are subject to such registration. Supplier will provide to 3M: (i) the name of the substance(s) involved; (ii) the concentration value of the substance(s) in the Product or its packaging/ packaging components; (iii) the status of the registration procedure.

9. Packaging

- 9.1. The Supplier guarantees that the Products to be delivered will be packed in such a way that, under normal methods of transport, they will reach the delivery address undamaged. 3M is entitled to return the packaging to the Supplier at the latter's expense and risks.

10. Liability

- 10.1. The Supplier is liable for all damage (including damage to third parties) which arises in any connection with the performance (by the Supplier or by a third party) of the agreement. This provision is a clause in favour of third parties ('*derdenbeding*'), within the meaning of art. 6:253 of the Civil Code, which cannot be revoked
- 10.2. The Supplier shall, at his own expense, at all times adequately insure his liability in the broadest sense of the term. At 3M's first request, the Supplier is obliged to allow 3M to inspect the insurance policy issued for this purpose.
- 10.3. The Supplier indemnifies 3M against all adverse effects of claims by third parties relating in any way to the use of the Products or the performance of the agreement.
- 10.4. Apart from damage caused either intentionally or through gross negligence of 3M personnel, 3M shall not be liable for any damage or injury to the Supplier, his personnel or any third party whom the Supplier has involved in the performance of the agreement.

11. Intellectual property rights

- 11.1. Drawings, models and everything else that may be subject to any intellectual or industrial property right, provided by 3M to Supplier, and the intellectual and industrial property rights pertaining thereto, belong exclusively to 3M. Intellectual or industrial property rights on Products, raw materials or other goods developed specifically by the Supplier for 3M, remain vested in 3M or shall be immediately transferred to 3M. Supplier shall undertake to do all that is necessary to provide 3M with the exclusive rights as intended here.
- The Supplier guarantees the free and undisturbed use by 3M of the delivered goods and services. The Supplier indemnifies 3M for all costs and damage which are the consequence of any claim by a third party due to (alleged) infringement of such third party's intellectual property rights in connection with the Products delivered by the Supplier. The Supplier shall immediately inform 3M of any summons by a third party in this respect. 3M remains free to conduct its own defence against an alleged infringement by the Supplier of any intellectual property rights.

12. Secrecy

- 12.1. The Supplier shall maintain secret the existence, nature and content of the agreement as well as all (other) business information, and in this regard shall not make anything public without 3M's written consent. The Supplier will impose an identical obligation on any third party he engages in the performance of this agreement. The Supplier is wholly responsible for the proper fulfilment of this obligation by such third parties.
- 12.2. If, in connection with an order from 3M, the Supplier has received data, drawings or models etc. or has had such prepared for the account of 3M, the Supplier shall not provide them or make them available to third parties for inspection. The data, drawings, models and media shall at all times remain the property of 3M. The Supplier shall not offer or deliver to third parties any Products and/or materials which are or were manufactured according to the data, drawings, models, etc. furnished by 3M.
- 12.3. In case of violation of the provisions contained in the preceding paragraphs, and in the event of infringement of the rights mentioned in art. 11.1, the Supplier shall forfeit to 3M a fine, which shall be directly due, of 500 Euros per day that such violation or infringement continues, without prejudice to the Supplier's obligation to compensate the damage incurred by 3M.

13. Applicable law and competent court

- 13.1. This agreement is governed by Dutch law.
- 13.2. All disputes which may arise between the parties relating to (the performance of) this agreement, and which cannot be settled amicably, shall be submitted to the competent court in The Hague.