1. Scope of application
These General Conditions of Purchase (‘GCP’) apply, in the absence of a contract
duly signed by the parties, to all purchases made by 3M Arabia, LLC.
P.O. Box 21940, Riyadh 11485, Saudi Arabia (hereafter ‘3M’) by means of order
forms referring to these GCP. Acceptance of the order form applies as acceptance
of the GCP which, together with the specifications, form the contract of sale (the
Contract).
2. Execution of the orders
2.1. In the case of an order form, the Supplier agrees to honor all orders And
Supplier acknowledgement within 48 hours of order receipt. Supplier provide
delivery / release date of all orders along with the order acknowledgement and
any changes to be informed in advance to designated 3M Contact .3M is in no
case committed on a volume or minimum amount of order.
2.2. Any subcontracting of the services forming the purpose of the Contract
must receive prior written consent from 3M.
2.3. All information communicated by 3M in connection with the Contract is
Confidential. The Supplier shall keep it under strict conditions of confidentiality and
shall forward it only to persons with a need to know it for the purpose of executing
the orders.
3. Delivery, billing and payment for the orders
3.1 General points
Unless otherwise stipulated in the order form, the merchandise travels at
the Supplier’s risk and peril based on INCOTERMS terms mentioned on the purchase order
and place of delivery / pickup.
The transfer of risk takes place at the time the merchandise is remitted to
3M by the Supplier, formalized by the signature of a delivery slip without
reservation.
In case of delay of delivery, 3M will be entitled to apply delay penalty interest equal
to 10% of the total amount of the order without prejudice to all other possibilities,
or as per supplier agreement.
The Supplier shall ensure that the delivery note includes the 3M Arabia purchase
order number and order details by stock keeping units (sku). This purchase order
number must also be included on the invoice relating to the order which is
established at the time of delivery and sent to the address specified on the order
form. Invoices for the orders are payable by 3M as per payment terms agreed. To
be compliant, said invoices must include the
3M Arabia purchase order number corresponding to the order as well as legal information
3.2. Specific points in case of international delivery
If the Supplier is located outside UAE, the 3M Arabia purchase order number must
also be included on the packing lists and on the packages.
And same should be also carrying weight and volume information of stock keeping
units and related packaging information. Also clearly mention Harmonized codes
on all documents.
Delivery must include an Original copy of the invoice and the packing lists duly
stamped and signed clearly indicating Country of Origin, to facilitate customs clearance at the Port Exit and Entry
Unless otherwise specified on the order form, customs clearance takes place
at the following address:
3M Middle East
Jebel Ali Free Zone, Dubai, UAE,
Tel: +971 4 886 1973
Fax: +971 4 8861 972
Delivery and payment proceed as per article 3.1.
4. Guarantees
4.1. Delivery of the orders, including in the case of signature of a delivery slip without
reservation, does not exempt the Supplier from its obligation of guarantee. It is
specified that 3M benefits from all compulsory applicable and supplementary legal
 guarantees as well as from the commercial guarantees usually proposed by the
Supplier.
When executing the orders, the Supplier guarantees the following:
- that the items delivered (including the packing) are compliant with the
desired specifications;
- that it will comply with all laws and regulations in force, notably in the areas of labeling, health and safety. In particular, the
consigned packing must be clearly and individually identified by the
Supplier.
- that it possesses all the intellectual property rights necessary for the
lawful performance of the Contract.
- that it will comply with all legal obligations, particularly with
regard to all local laws and regulations governing labor relations. It is specified that
the Supplier’s teams remain under the Supplier’s exclusive responsibility.
- that it benefits from insurance covering all its responsibilities within
the scope of performance of the Contract.
The Supplier warrants that it has a quality and traceability policy
which is compliant with the demands of the Contract enabling it in all
circumstances to ensure provision of services of a high level with regard to
current professional customs.

The Supplier agrees to provide 3M, at its first request, with all documents making
it possible to prove observance of this article and to allow 3M to proceed with visits for verification on the premises of production.
The Supplier alone bears all consequences of failure to comply with the Contract.
In case of dispute with regard to an order, the costs for keeping and returning the non-
compliant merchandise by the Supplier
without prejudice to any compensation at a later time.
The Contract entails no transfer of intellectual property rights nor any
authorization to use elements of the 3M group’s intellectual property.
4. 2. Without prejudice to article 4.1, the products or the 3M products into
which these products are incorporated [and/or the packing and components of
packing] may be subject to observance of the regulations as it concerns their
composition or packaging in relation to any local laws or regulations in effect at the
time including, but not limited to, any regulation or directive issued by the relevant
Ministry or other regulatory bodies (Regulations).
The Supplier guarantees that the Products contain no substances prohibited by the Regulations and that all substances,
including substances covered by REACH and contained in the Products, do not
exceed the applicable values of concentration under the Regulations in force on the
day the Products are delivered (hereafter the ‘Threshold Limits of Restriction.’).
The Supplier shall send 3M: (i) all documents demonstrating that the Threshold Limits of Restriction are not exceeded; (ii) the precise concentration of each substance subject
to restriction such that 3M will be able to determine whether or not the
3M products associated with other non-3M products exceed the Limit Thresholds of Restriction; and (iii) it shall declare the presence of any other substance(s) that it
might be required to forward to the authorities, clients and/or recycling
companies.
5. Conformity
The Supplier declares and warrants that it has not made and will not make, authorize,
or propose to make, directly or indirectly, any loan, present, donation or any payment of
any kind or any transfer of any object of value for the purpose of (a) influencing
any action or decision by any member of the government, local authorities,
administrative services or any member of or candidate to a political party (hereafter
Public/Elected Official), and/or (b) causing a Public/Elected Official to refrain from
carrying any act coming within his duties or to proceed with any illegal act or act
contrary to the acts coming within his duties, and/or (c) of causing a Public/Elected
Official to use his influence with another Public/Elected Official in view of facilitating
performance of the Supplier’s obligations within the scope of this Contract. Supplier
represents, warrants and covenants that Supplier and its affiliates, owners, officers,
directors, employees, agents, subcontractors, consultants, and representatives
(collectively referred to as ‘Representatives’) will perform all of Supplier’s obligations
under this Contract in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and
governmental directives, including, without limitation, those pertaining to anti-
 bribery (example: U.S. Foreign Corrupt Practices Act, U.K. Bribery Act),
money laundering, competition, regulation of trade, the environment, transportation, 
safety, health, and employment (collectively referred to as “Laws”) that apply to 3M,
Supplier, either party’s business, and the 3M products and/or services to which this
Contract relate. Supplier further represents and warrants that neither it nor its
Representatives will take any action that might cause 3M to violate any Law. Supplier
will advise 3M immediately if it learns, or has any reason to know, of (i) any
violation of any Law by Supplier or its Representatives that occurred or may have
occurred in performing Supplier’s obligations under this Contract or (ii) any failure
of Supplier or any of its Representatives to comply with Supplier’s obligations under
this Article.

The Supplier further agrees to hold accounts and to keep records reflecting
accurately and fairly all financial transactions and application of funds by virtue of
this Contract. The Supplier certifies that all information or documents sent to
3M in connection with execution of each order are complete and true to reality.
6. Competence o Governing law
The Contract, as it related in particular to its validity, interpretation and
performance, is governed solely by the local laws of the country to which the
delivery of products is destined for. In the event of dispute, the parties will be
entitled to choose to meet prior to any legal action in order to negotiate an
amicable solution in good faith. This negotiation can be conducted between
internal mediators of the company, if they exist, or by any other person specially
authorised by the party that person represents.
Moreover, the parties will be entitled to choose, by mutual consent, to refer the
matter to any institution for out-of-court mediation: the costs arising
there from then being born equally between the claimant parties. ANY
DISPUTE NOT SETTLED OUT OF COURT SHALL BE REFERRED BY
THE MOST DILIGENT PARTY TO THE COURTS OF RELEVANT
JURISDICTION IN THE COUNTRY WHERE PRODUCTS ARE, OR
INTENDED TO BE, DELIVERED.