1. General Remarks, Subcontracting and Legal Regulations. All purchases of the 3M Group company designated in the order (referred to below as “3M”) are exclusively subject to these General Terms and Conditions of Purchase (“Terms and Conditions”). “Supplier” shall mean any person, firm or company to whom 3M’s purchase order is issued. These Terms and Conditions shall be included in any future individual contract of purchase between 3M and Supplier. Upon Supplier’s acceptance of a purchase order these Terms and Conditions shall be binding. Any additional or different terms and conditions of Supplier are objected to and are hereby rejected and shall be of no effect nor in any circumstances binding on 3M. Notes referring to the validity of legal regulations will only be valid for explanatory purposes. Thus legal regulations, in as far as they have not been directly amended or explicitly excluded in these Terms and Conditions, will under circumstances also be deemed valid without such explanation. Where these Terms and Conditions require a communication to be in writing, e-mail, fax and other forms of written communication shall suffice. Supplier is not permitted to subcontract any part of a 3M order to any third party, to any other parties without the express written agreement of 3M. The Supplier shall not be relieved of any of the Supplier’s obligations under these Terms and Conditions by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors.

2. Ordering, Prices, Assignment. Only written purchase orders issued by 3M shall be valid. Verbal or telephone orders, as well as additions, changes or different conditions, shall be recognized only if they have been confirmed in writing by 3M. 3M shall have the right to terminate its purchase order upon written or electronic notice to Supplier in whole or in part at any time prior to the arrival of the ordered goods. Upon such notification, Supplier shall immediately stop all work and/or shipment of goods and cause its suppliers and/or subcontractors to cease their work against the purchase order and provide 3M with a written declaration, presented in an integrated format, certifying that this is the case. Supplier shall solely be liable for the acts or omissions of its suppliers and/or subcontractors, even if these have taken place prior to 3M’s notification. Moreover, Supplier shall not be entitled to any anticipatory profits with respect to the terminated portion. In no event shall termination charges exceed the price agreed upon as set forth herein and related purchase orders for the terminated items nor shall 3M be liable for incidental or consequential damages. Supplier shall submit any termination claim to 3M within one month after a termination. Supplier shall not be paid for terminations of purchase orders for standard products. The indicated prices are firm. Supplier shall issue invoices of VAT, which is indicated separately on the orders, to 3M upon each delivery for each order. All offers, visits, consulting services and drafting of documents are chargeable at cost. In addition, Supplier shall promptly notify 3M of any information, service standards, specifications, and other requirements provided by 3M or approved in writing by 3M or in the applicable purchase order, and if Supplier is responsible for shipping goods, Supplier will ship goods via the most economical route and in a single shipment. Case pallets and packing material are to be supplied free of charge. Where requested in writing such items will be returned at Supplier’s expense but no liability whatsoever will be accepted by 3M in respect of them. Supplier will pay any excess costs due to failure to follow 3M’s shipping instructions. If an excess amount has been delivered, 3M has the right to return the unordered excess amount at the Seller’s cost without warning and/or to charge Supplier for all additional costs (e.g. storage). On request, and no more often than annually, Supplier will provide 3M with a Long Term Supplier’s Declaration in respect of all eligible supplies. Time for delivery shall be of the essence. Supplier shall be of the same, and Supplier’s delivery periods, respectively, shall comply with the terms and conditions of the purchase order. To this end, all relevant dates shall remain with 3M. Each invoice for supplies to which there shall be attached invoices for reproductions thereof shall immediately be returned to 3M. Supplier shall consider the purchase order itself, as well as any related work and deliveries, as trade secrets and shall therefore treat them confidentially. For breach of these confidentiality and return obligations, the supplier has to pay a penalty equivalent to 10% of the value of the agreed total delivery. This payment does not exempt the supplier from the duty of confidentiality, but will be offset to the damages to be paid. Supplier will use a 3M trademark, tradename, or corporate logo (“3M Mark”) only in strict conformance with any packaging, product and/or service standards, specifications, and other requirements provided by 3M or approved in writing by 3M. Supplier will, at 3M’s direction, return to 3M or destroy all materials containing a 3M Mark. While Supplier is providing goods and/or services for 3M and at any time thereafter, Supplier will not use 3M’s name or 3M Mark in any manner, including promotional or advertising materials, or otherwise assert affiliation with 3M or a 3M affiliate, except with 3M’s prior written consent in each instance. “Personal Information” means information about a particular individual, that on its own or in combination with other information, identifies a specific individual, in any form and any media. Supplier may access, collect, or process Personal Information during its performance under an Order. Supplier must keep all that Personal Information confidential, use it only as necessary to perform Supplier’s obligations under an Order, and promptly notify 3M of any judicial process that might require its disclosure. Supplier will, at 3M’s option, either return or destroy all that Personal Information on 3M’s request. In addition, Supplier will: (a) create, obtain, process and use Personal Information only in compliance with all applicable laws, including but not limited to the EU General Data Protection Regulation; (b) restrict access to Personal Information to only those Supplier employees as is necessary to perform Supplier’s obligations under an Order; (c) ensure that all Supplier employees with such access have obligations as strict as Supplier’s obligations under this Section and have been informed of those obligations; (d) use security measures to protect all Personal Information from unauthorized access, use, disclosure, alteration or destruction; (e) maintain any records that include Personal Information in accurate and current form; (f) on 3M’s request, provide reasonable assistance with updating, correcting, verifying, and providing individuals with access to their Personal Information related to an Order; and (g) promptly notify 3M if any unauthorized person accesses, uses, or discloses any Personal Information related to an Order, or if any individual requests access to, correction of, or revokes consent for, Personal Information related to an Order.
7. Warranty and Liability. Supplier guarantees the goods purchased to be free of deficiencies which might affect their value or fitness for the intended use, are free of design defects and that the goods have the promised characteristics, meet the stipulated performance and specification requirements and are new. In addition to all implied and express warranties available under applicable law and/or these Terms and Conditions, Supplier warrants that all goods will be made or processed, and all services will be performed, in compliance with all laws applicable to Supplier and its business and Supplier shall and will procure that its representatives or sub-contractors involved in the supply of the products or services will perform all Supplier’s obligations under these conditions in compliance with all applicable laws and regulations and applicable 3M Supplier Requirements which shall apply to all Orders and can be accessed at the following Website https://www.3m.com/3M/en_US/supplier-direct/ and in particular with standards that are consistent with the Supplier Responsibility Expectations including the 3M Supplier Responsibility Code located at https://www.3m.com/3M/en_US/supplier-direct/supplier-requirements/supplier-responsibility-expectations/ . Supplier also warrants that: (x) Supplier has the expertise, and resources to perform its obligations under any purchase order (including these Terms and Conditions); (y) no good or service infringes on any third party’s intellectual property rights; and (z) Supplier has no third party obligations that conflict in any way with Supplier’s obligations under these Terms and Conditions. It is understood that 3M is relying on Supplier’s skill and judgement to select and/or furnish suitable goods and/or carry out suitable works or services. Without prejudice to the above, the goods, or the 3M products into which the goods 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, known as “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”). You warrant that the goods will not contain any of the substances prohibited by such Substance Laws and that any restricted substances including substances covered by REACH contained in the goods will not exceed the relevant concentration values permitted by the Substance Laws (“Restricted Values”) in force at the time the goods are supplied. You will provide to 3M: (i) satisfactory documentation that the goods do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all goods 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. Supplier warrants to repair any deficiencies in the goods delivered, works carried out or services provided or to deliver replacements satisfactory to 3M, in each case free of charge and at Supplier’s risk. In urgent cases, or if Supplier is tardy, 3M shall be entitled at its option to have the flaws or defects repaired or to replace the flawed or defective goods, in either case at Supplier’s cost. 3M shall in its sole discretion, at Supplier’s cost, be entitled to recall such goods purchased that may have the potential to cause unreasonable danger to the assets of third parties, human health or safety of life. Supplier shall indemnify 3M and its affiliates against any loss or damage to property and against any claims in respect of loss damage or injury (including death) made against 3M and its affiliates by third parties and any costs and expenses arising in connection therewith resulting from Supplier’s failure to comply with these Terms and Conditions (whether negligent or otherwise) and in particular but without prejudice to the generality of the foregoing are in consequence of a defect in the goods, their material construction workmanship or design or any work or services carried out by Supplier or Supplier’s subcontractors, unless expressly agreed upon in writing to the contrary. The guarantee period shall be twenty-four (24) months from the date of delivery or in the case of machines, equipment or work performed, 48 months from the date of acceptance by 3M, unless the statutory regulations specify a longer period. Replacements and repaired items shall also be covered by the same guarantee as the delivered goods. In case of successive deliveries 3M can withdraw from the entire order if at least two deliveries have been made incorrectly or defectively. Supplier guarantees that services will be timely, expertly and properly performed, by qualified personnel with adequate care. 3M shall be entitled to have flawed or defective services re-performed any time after 3M discovers such flaws or defects in the performance of services. 3M will not, under any circumstances, be liable to Supplier for special, indirect, or consequential damages (including but not limited to, loss of profits) in any way related to goods, services, an order, or its termination, regardless of the legal or equitable theory on which the damages are sought.

8. Intellectual Property Right, Indemnification, Insurance. Supplier shall ensure that the delivery and use of the goods do not infringe the patent, design, copyright, business secrets or any other rights of third parties. In the event of an infringement, actual or alleged, Supplier shall indemnify and hold harmless 3M from and against any and all costs and liability incurred by 3M as a result thereof. This provision shall not apply to purchase orders for items entirely designed by 3M. Supplier agrees to indemnify 3M and hold it harmless from and against any loss suffered and any liability incurred whenever such loss or liability is caused by breach, conduct, violation of law, or negligent act or omission of Supplier, its employees, agents or subcontractors. Supplier assigns to 3M all rights (including but not limited to copyrights, to the extent assignable) in all deliverables that were specifically developed by Supplier and 3M hereunder. Supplier does not supply any goods based on 3M’s design or customized for 3M to any third parties. Supplier shall maintain insurance coverages at levels of insurance acceptable to 3M in 3M’s sole discretion and shall provide 3M with written proof of insurance when requested.

9. Compliance with Laws. Supplier represents, warrants and covenants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives will perform all obligations under these conditions in compliance with all: (a) national country, local, state, and international statutes, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-corruption (example: UK Bribery Act and US Foreign Corrupt Practices Act), competition, regulation of trade (including but not limited to export control, embargo and sanctions, anti-bribery and import laws), the environment, transportation, safety, health, and employment that apply to 3M, Supplier, either party’s business, and the products and/or services to which these Terms and Conditions relate; and (b) standards of business conduct that are consistent with 3M’s Business Conduct Policies located at www.3m.com/businessconduct. Upon reasonable notice 3M shall be entitled to carry out on-site/off-site audits of the Supplier and its sub-suppliers. 3M may carry out such audits in person or through a third party.

10. Production Discontinuation. Prior to Supplier’s discontinuing the manufacture or sale of any good identified in any purchase order issued by 3M during the preceding twelve months: (a) Supplier will fill all current purchase orders for that good; (b) Supplier will give 3M at least six months’ prior written notice of that discontinuation; and (c) 3M will have the right to issue a last-time buy order for, and Supplier will deliver, that discontinued good at its then-current price in an amount up to 3M’s largest twelve-month purchase volume (based on purchase orders issued).

11. Venue and Governing Law. A purchase order as well as the commercial and contractual relationship between 3M and the Supplier shall be governed in accordance with the laws of 3M’s principle place of business in the country where such purchase order was issued without regard to any conflict of law provisions. The Vienna Convention on the International Sale of Goods shall not apply. In the event of disputes arising out of, or in connection with, the purchase order or with these Terms and Conditions, the Parties hereby declare that the courts at the place where 3M has its registered office shall have sole jurisdiction. However, 3M is also entitled to file actions against the Supplier in any other courts holding jurisdiction over him.

Edition March 2019 – 3M EMEA GmbH, Kühlhausstrasse 2, 4900 Langenthal, Switzerland
If other language version exist, the English version shall prevail. Upon your request a copy will be send to you immediately free of charge.