

1. General

- 1.1 The General Terms and Conditions of Sale and Delivery apply to all offers and quotations of 3M Nederland B.V. (hereinafter referred to as "3M"), to all agreements concluded with 3M, as well as to any extensions thereof or follow-up agreements between the parties. By placing an order, the Buyer accepts the applicability of most recent version of these terms and conditions. The applicability of the general terms and conditions used by the Buyer is expressly rejected by 3M.
- 1.2 "Buyer": means any (legal) person who has concluded or wishes to conclude an agreement with 3M.
- 1.3 These terms and conditions apply both to goods and services delivered by 3M. Where applicable, "goods" should be read as "services".
- 1.4 3M is entitled to change the General Terms and Conditions of Sale and Delivery from time to time. The most recent version can be found at [General Terms and Conditions of Sale](#).

2. Offers

- 2.1 All offers of 3M are non-binding and an offer may be revoked or changed at any time by 3M.
- 2.2 Price lists, brochures and other information provided to the Buyer, such as delivery times, are stated as accurately as possible, but are only indicative and are never binding. The Buyer cannot derive any rights from this, unless explicitly stated otherwise in writing.
- 2.3 Each offer is based on the execution of the agreement by 3M under normal circumstances and during normal working hours.
- 2.4 Verbal commitments of 3M and its subordinates never bind 3M, unless confirmed in writing by a duly authorized person within 3M.

3. Agreements

- 3.1 The agreement is concluded when 3M has confirmed an order from Buyer in writing at the latest within 8 days after receipt, or if 3M starts with the execution.
- 3.2 Messages sent electronically are considered to have reached 3M after 3M has demonstrably become aware of the content. Orders delivered electronically are binding on Buyer without 3M having to confirm them.
- 3.3 Any additions or changes to the agreement only bind 3M if they have been confirmed in writing by 3M. 3M is under no circumstances obliged to accept orders from Buyer.
- 3.4 3M is entitled to increase or decrease agreed quantities by a maximum of 10% in connection with standard packaging and/or minimum quantities, without 3M becoming liable to pay damages to Buyer in any way. The Buyer is obliged to purchase and pay for the quantity actually delivered by 3M.
- 3.5 3M has the right to suspend, change or terminate any agreement with Buyer with immediate effect, if the acceptance, processing and / or execution of the order or agreement could constitute a violation of applicable national and / or international laws, treaties and / or regulations. Buyer expressly waives its right to file any claim with 3M that is in any way related to such refusal or termination by 3M.

4. Prices

- 4.1 Unless otherwise agreed in writing, prices quoted by 3M exclusive of VAT, other applicable government charges and packaging. Prices quoted are indicative only.
- 4.2 3M reserves the right to change prices and/or apply a surcharge at any time and will use reasonable efforts to provide at least 30 days' notice. Revised prices may apply to orders shipped after notification of the price change. For clarity, blanket orders and orders specifying future dated shipments may also be billed at the pricing in effect on the date of shipment. If during the notice period orders are placed in excess of the average monthly order volume the communicated new price will be applied to those orders or the order may be limited in volume or cancelled by 3M.
- 4.3 If after the date of conclusion of the agreement one or more of the cost factors increase – even if this occurs as a result of foreseeable circumstances – 3M is entitled to increase the agreed price accordingly.
- 4.4 Any assembly or installation work is always at the expense of the Buyer, unless expressly agreed otherwise and in writing with the Buyer.
- 4.5 3M is entitled to charge the Buyer separately for additional work performed by it. All that is delivered or provided to goods by 3M in consultation with the Buyer is considered to be additional work that exceeds the quantities agreed in the agreement or confirmation.

5. Products

- 5.1 Many factors beyond 3M's control and which are solely within the knowledge and control of Buyer and/or the user may affect the use and performance of a 3M product in a particular application. As a result, the Buyer is solely responsible for evaluating the product and determining whether it is appropriate and appropriate for the customer's application or design, including conducting a workplace hazard assessment and studying all applicable regulations and standards (e.g., OSHA, ANSI, etc.).
- 5.2 Many Products are industrial or professional products that are not intended for use by consumers, and accordingly, the Buyer shall not sell or promote products to consumers that are exclusively intended for industrial or professional use.
- 5.3 3M is not obliged to continue to make all or part of its product range available. 3M can adjust its product range and make changes to (specifications of) products, without any liability towards the Buyer.

6. Delivery time, Delivery and Risk

- 6.1 The delivery time starts running once: i) the agreement has been concluded, ii) the Buyer has provided the documents and data, permits, etc. required for the execution of the agreement to 3M and iii) 3M has received what according to the agreement must be paid by the Buyer in advance before the start thereof.
- 6.2 Unless expressly agreed otherwise in writing, stated delivery times can never be regarded as a fixed deadline. Except for intent or gross negligence on the part of 3M, exceeding the delivery time does not entitle the Buyer to (full or partial) dissolution of the agreement.
- 6.3 An automatically generated order confirmation does not imply any confirmation or guarantee that orders or products can be supplied.
- 6.4 3M is entitled to deliver in parts, without the Buyer being entitled to suspend its payment obligations towards 3M in whole or in part.
- 6.5 Products are delivered in accordance with the following Incoterm: CIP destination, Incoterms 2020.
- 6.6 transfer of the risk occurs in accordance with the Incoterm stated in clause 6.5.
- 6.7 The Buyer is obliged to accept receipt of the products. If goods have not been accepted by Buyer after the expiry of the delivery period, 3M will if possible, store the products at Buyers expense and risk. After four weeks, 3M is authorized to sell or scrap the goods. Any lower yield and costs will be borne by the Buyer, without prejudice to the other rights of 3M.

7. Transport

- 7.1 The method of transport, shipment, packaging, etc. is determined by 3M. Any specific wishes of the Buyer with regard to transport, shipping, packaging, etc. may be carried out if Buyer accepts to bear the additional costs thereof and requires consent from 3M.

8. Force Majeure

- 8.1 "Force majeure" is understood to mean any circumstances beyond the control of 3M as a result of which performance of the agreement by 3M is not or will not be (entirely) possible without a shortcoming, regardless of whether these circumstances could already have been foreseen at the time of the conclusion of the agreement. Such circumstances include – but are not limited to – war, danger of war, riots, strikes, workers' exclusion, transport constraints, government restrictions, natural disasters and epidemics and pandemics, energy shortages or supply constraints of energy, fire and/or any other serious disruptions in the business of 3M or its suppliers. 3M has the right to invoke force majeure if the circumstance that constitutes the force majeure occurs after the performance should have been delivered by 3M.
- 8.2 In the event of force majeure, 3M is never liable for (direct or indirect) damage suffered by Buyer, all this in the broadest sense of the word.
- 8.3 In the event of temporary force majeure, the obligations of 3M, insofar as they are affected by the force majeure, are suspended. In the event of permanent force majeure, which exists in the event of a force majeure situation of more than 60 calendar days, 3M may terminate the agreement and/or the outstanding orders, insofar as it is affected by the force majeure, without being obliged to pay any compensation.

9. Liability

- 9.1 3M warrants that the products meet the product specifications of 3M at the time of delivery in accordance with article 6.5. The obligations of 3M as a result of an attributable shortcoming, or

- on the basis of any other legal basis, are at the discretion of 3M limited to (free of charge) repair of the defect, replacement of the defective good and / or the re-performance of the services provided, or to the reimbursement of the amounts received in connection with the defective performance of the Buyer, in which case the agreement counts as dissolved insofar as it concerns the defective performance. Other costs, including for transport and/or (de)assembly are not eligible for reimbursement, unless explicitly agreed otherwise.
- 9.2 Notwithstanding the foregoing, 3M's liability shall never exceed the amount of the payment received by 3M from its liability insurer in connection with the defective performance, unlawful act or any other legal basis.
- 9.3 Under no circumstances 3M is liable for consequential or indirect damage, including, among other things, delay damage, loss of profit and/or loss of goodwill, except insofar as 3M's liability insurer reimburses such damage.
- 9.4 3M will not be able to invoke the limitations of its liability included in this article if and insofar as the damage of the Buyer is the result of intent or gross negligence on the part of 3M.
- 9.5 Claims from Buyer which are in any way related to the agreement, such as, but not limited to, claims based on breach of contract or unlawful act, expire 1 year after the occurrence of the facts that form the basis of the claims.
- 9.6 Buyer indemnifies 3M against all claims of third parties arising from or in connection with 3M's performance of the agreement.
- 10. Complaints**
- 10.1 Buyer must inspect the delivered goods for any visible defects immediately after receipt or carry out this inspection after notification that the goods are at the disposal of the Buyer. Any visible defects must be stated immediately on the invoice and/or transport documents and reported to 3M in writing within five days, including the reference of the dispatch note, failing which the right to complain will expire.
- 10.2 For complaints regarding non-visible defects, a complaint period of 3 months after delivery applies, after which the right to file a complaint will expire.
- 10.3 After the expiry of the periods referred to in this article, the Buyer is deemed to have approved the delivered goods or the relevant invoice and all rights of the Buyer in this respect have lapsed.
- 10.4 Buyer must, pending the investigation to be carried out by 3M, keep the goods in its possession or, if 3M so requests, return them to 3M.
- 10.5 3M is not liable for defects that are the result of normal wear and tear, incorrect use and / or abuse of the delivered goods or use thereof that does not correspond to good family care.
- 11. (Extended) Retention of Title**
- 11.1 3M retains the ownership of all goods delivered to the Buyer and still to be delivered until the (purchase) price – including all related amounts, such as VAT, interest and costs – for these goods has been paid in full. If 3M provides services for the Buyer in the context of this agreement, the retained ownership also applies until Buyer has paid the amounts due in full. The reserved ownership also applies to claims that 3M may obtain against buyer due to buyer's failure to fulfil one or more of its obligations towards 3M under the agreement. The Buyer may use the goods or sell them in the ordinary course of its business.
- 11.2 If the Buyer fails to comply with its payment obligations, or 3M has good reason to fear that it may fail in those obligations, 3M is entitled to take back the goods delivered under retention of title without judicial intervention. The Buyer is obliged to provide 3M with unhindered access and all cooperation in order to enable the exercise of this right and to ensure that goods on which 3M's property right rests are properly insured.
- 11.3 All goods delivered by 3M to Buyer are deemed to have been delivered on unpaid invoices. After repossession, the Buyer will be credited for the market value of the returned goods. Withdrawal does not affect the further rights of 3M related to the shortcoming of the Buyer.
- 12. Payment, Interest and Cost**
- 12.1 Payment of the (purchase) price to 3M must be made within 30 days after the invoice date, without any form of deduction or set-off. Payment of additional work must be made as soon as this has been charged to the Buyer.
- 12.2 3M is at all times entitled, before (further) performance, to demand security from the Buyer for compliance with its obligations, including pre-payment. Any right of suspension or right to set-

- off by the Buyer is expressly excluded. 12.3 If payment has not been made when due, the Buyer shall be in default by operation of law and shall owe statutory commercial interest on the outstanding amount from the due date.
- 12.3 All extrajudicial and judicial collection costs will be borne by the Buyer, to be set at a minimum of 15% of the amount owed by the Buyer.
- 13. Intellectual Property**
- 13.1 3M allows Buyer limited use of its trademarks ("Marks") to identify the Products' source, without implying any ownership or affiliation with 3M. Buyer acknowledges 3M's exclusive ownership of the Marks and agrees not to contest or claim rights to them. Buyer must not impair or tarnish the Marks and must follow 3M's Brand and Identity Guidelines (<http://www.3m.com/identity>) for proper use, including trademark symbols and attribution statements. Upon request, Buyer must provide samples of their use of the Marks. Buyer cannot use or register any similar marks that could cause confusion or dilute 3M's Marks and must transfer any infringing domain or social media names to 3M. Upon agreement termination, Buyer must cease all use of the Marks and remove them from all locations. Buyer must notify 3M of any infringements and cooperate in protecting the Marks. 3M will decide on actions against third parties. Violating this clause can lead to immediate contract termination.
- 14. Personal Data (GDPR)**
- 14.1 With regard to the personal data (i.e. information about an identified or identifiable person, hereinafter "Personal Data") of Buyer that are processed in the context of the sale of 3M products and/or services, 3M usually acts as a data controller within the meaning of Article 4(7) of the EU General Data Protection Regulation (hereinafter "GDPR"). In accordance with the GDPR and/or other applicable data protection and data security laws, 3M will process Buyer's Personal Data and, where applicable, Personal Data of individuals within The Buyer's organisation, e.g. Buyer's representatives (hereinafter the "Data Subjects"), in accordance with our Privacy Policy ([3M Privacy Policy](#)), which the Buyer declares to acknowledge. The Personal Data will be processed for the specific purpose of fulfilling 3M's obligations in the context of the contractual relationship with the Buyer, and this for the entire duration of the relationship. In the event that, based on the nature of the purchased 3M products and/or services, 3M processes the Personal Data of the Buyer as a data processor within the meaning of Article 4(8) GDPR, 3M and the Buyer will conclude a separate Data Processing Agreement. 3M shares Personal Data with other entities of the 3M Group and with third parties acting on behalf of 3M, such as service providers. This includes entities located in the United States and other jurisdictions outside the European Economic Area, but always under strict confidentiality and data security obligations and on the basis of sound safeguards. Data subjects have the right to access and correct their Personal Data, to object to the processing, and to request 3M to restrict the processing or to delete the Personal Data. Furthermore, they have the right to lodge a complaint with the relevant data protection supervisory authority in their country. The EU Data Protection Officer of 3M can be contacted at: 3M Belgium, Hermeslaan 7, B-1831 Diegem, Belgium, Attn: Data Protection Officer - e-mail privacy_EU@mmm.com.
- 15. Compliance**
- 15.1 Compliance. Buyer represents, warrants and covenants that Buyer and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Buyer's obligations under this Agreement 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, Buyer, either party's business, and the 3M products and/or services to which this Agreement relate. Buyer further represents and warrants that neither it nor its Representatives will take any action that might cause 3M to violate any Law. Buyer will advise 3M immediately if it learns, or has any reason to know, of (i) any violation of any Law by Buyer or its Representatives that occurred or may have occurred in performing Buyer's obligations under this Agreement or (ii) any failure of Buyer or any of its Representatives to comply with Buyer's obligations under this Article.
- 15.2 Buyer shall comply with all laws and regulations applicable to the storage, use, handling, installation, registration and labelling of the goods from the moment of their delivery and the

- removal of any surplus or waste (including packaging) resulting from the use of the goods. Buyer shall request the permits and licenses required for the services of 3M or required for the operation of the equipment or for the use or storage of the goods at its own expense.
- 15.3 Buyer undertakes, at the request of 3M, to confirm its compliance with the provisions of this article in writing.
- 15.4 Any breach by Buyer of any of the obligations contained in this Article 1 is considered a material breach of the agreement and shall entitle 3M to terminate the agreement by operation of law with immediate effect without prejudice to any further rights or remedies of 3M under the agreement or applicable law.
- 15.5 Buyer hereby undertakes to fully indemnify and hold 3M harmless for any liability, damage, costs or expenses and for any loss that 3M would suffer as a result of the (alleged) violation by Buyer of the provisions of this article and the resulting termination of the agreement.
- 16. Trade Compliance**
- 16.1 Regardless of other provisions contained within this Trade Compliance Clause, Buyer will sell the 3M products within the European Economic Area, Switzerland, the United Kingdom, and Ukraine (except Crimea, Sevastopol, and the non-government-controlled areas of the Donetsk, Luhansk, Zaporizhzhia, and Kherson oblasts).

Buyer will comply with all export control, economic sanctions, customs, and other trade-related laws, regulations, rules, and licenses affecting any products or services supplied by 3M, including United States, European Union, United Kingdom, and local laws and regulations. Buyer is advised that certain products may be subject to export or import control restrictions depending on the export control and harmonized tariff classification numbers of the products listed on the commercial documentation, along with the parties involved in the transaction and their intended end-use of the products. Buyer is responsible for compliance with all import and export control restrictions.

Buyer will not directly or indirectly sell, supply, export, re-export, make available, transfer, or use any 3M products, technology, or software (1) in violation of any applicable export controls, economic sanctions or trade embargoes; (2) for restricted end uses, including activities involving nuclear, chemical, or biological weapons, safeguarded and unsafeguarded nuclear materials, missiles, space launch vehicles, unmanned aerial vehicles, maritime nuclear propulsion, military or military-intelligence end use, advanced computing, advanced-node integrated circuits, supercomputers, or semiconductor manufacturing equipment; or (3) to or for any Restricted Party (defined as any party listed in the European Union's Consolidated list of persons, groups, and entities subject to European Union financial sanctions, the United States' Consolidated Screening List, the United Kingdom's Consolidated List of Financial Sanctions Targets in the UK or any other applicable restricted party list, as well as any entity directly or indirectly owned 50% or more, or controlled by, one or more listed parties).

Buyer shall not sell, release, transfer, export, re-export or otherwise make available 3M products, technology, or software subject to this Agreement or any products manufactured therefrom directly or indirectly to any individuals or entities located in Russia or Belarus or any individuals or entities located outside Russia or Belarus if Buyer has knowledge or reasonable cause to suspect the goods or products manufactured therefrom will be sold, released, transferred, exported, re-exported, or otherwise made available directly or indirectly to or for use in Russia or Belarus. Buyer shall immediately inform 3M if it becomes aware of activities by it or third parties involving 3M products, technology, or software that would violate this paragraph.

The obligations of this section are material provisions of these terms and conditions of sale. Violations of these terms and conditions may result in immediate suspension or termination of sales by 3M. If 3M has reason to believe that Buyer has violated any provision of this section, 3M may suspend sales at its sole discretion and without incurring liability. Buyer agrees to cooperate fully with any investigation by 3M of a suspected violation. Buyer will defend, indemnify, and hold harmless 3M and its affiliated companies from and against any and all losses (including losses arising in connection with investigations by government authorities) that in any way result from a violation of these terms and conditions.

17. Applicable law and dispute resolution

- 17.1 Dutch law applies to all offers, agreements and the execution thereof, with the express exclusion of the applicability of the Vienna Sales Convention.
- 17.2 In the event of a dispute between the parties, the parties will try to resolve this dispute in good mutual consultation. If this does not resolve the dispute, any party is entitled to submit the dispute to the court in The Hague, which will have exclusive jurisdiction to take cognizance of disputes between the parties, without prejudice to 3M's right to bring a dispute before another court.