

General Terms and Conditions of Sale
3M Poland Sp. z o.o
version entering into force on January 1st, 2025

§ 1

Definitions. Scope of Application

1. For the purposes of these general terms and conditions of sale the following terms shall have the following meaning:
 - a) **“GTCS”** shall mean these general terms and conditions of sale;
 - b) **“3M”** shall mean 3M Poland Sp. z o.o. with its registered office in Kajetany, al. Katowicka 117, 05-830 Nadarzyn, Poland, entered in the Register of Business Entities of the National Court Register kept by the District Court for the City of Warsaw in Warsaw, XIV Commercial Division, under number KRS 0000014836; share capital: PLN 30,561,480.00, Tax Identity No. (NIP): 527-02-04-212, BDO registration No. 000011068
 - c) **“MOQ”** shall mean the minimum quantity of Products which can be ordered by the Buyer in one order;
 - d) **“Minimum Order Value”** shall mean the minimum total net price (including discounts) payable for the Products or Services covered by a single Buyer’s order as indicated in the Sale Agreement or otherwise communicated to the Buyer by 3M;
 - e) **“Buyer”** shall mean any entity purchasing or seeking to purchase Products or Services from 3M under the Sale Agreement;
 - f) **“Price List”** shall mean a list of Products or Services and other elements, in particular the number or name of Commodity, net prices (i.e. prices excluding taxes, discounts and rebates), MOQ, minimum number of units or packaging, if applicable to the Products concerned,; the term “Price List” shall also comprise (i) prices included in the offers submitted by 3M with respect to Products made to the Buyer’s special order, as well as (ii) Special Prices;
 - g) **“Products”** shall mean products available to be purchased from 3M;
 - h) **“Special Prices”** shall mean prices separately agreed by 3M with the Buyer;
 - i) **“Services”** shall mean the services to be provided by 3M on the terms and conditions set forth in the Price List or rendered by 3M pursuant to the Sale Agreement and specified in detail therein;
 - j) **“Distribution Agreement”** shall mean the agreement under which the Buyer is entitled to purchase Products or Services from 3M and re-sell them, governing in a general way the principles of cooperation between the parties, including the principles of conclusion and performance of the Executive Agreements;
 - k) **“Framework Supply Agreement”** shall mean the agreement governing in a general way the principles of purchasing the Products or Services by the Buyer from 3M, provided that, as a general rule, such purchases are made for the Buyer’s own needs;
 - l) **“Executive Agreement”** shall mean the agreement concluded between the Buyer and 3M for the purpose of performance of or in connection with, any agreement (in particular the Distribution Agreement or the Framework Supply Agreement) governing in a general way the rules of cooperation between the parties regarding purchasing of Products or Services by the Buyer from 3M, provided however that such Executive Agreement is usually concluded by placing the order by Buyer and accepting it for processing by 3M as specified in § 2 herein;
 - m) **“Sale Agreement”** shall mean the Distribution Agreement, Framework Supply Agreement, sale agreement, supply agreement and any other agreement (including Executive Agreement) pursuant to which 3M shall provide any services for a fee or transfer the ownership title or rights to use the Products.
2. The application of the Buyer’s general terms and conditions is hereby excluded.
3. The Buyer acknowledges that prior to any placing of an order, the Buyer is obliged to acquaint himself with the current wording of GTCS available at the link provided in § 11 clause 10 hereinbelow, whereas by placing (in any form) an order, even without the need for a specific reference in the order, the Buyer expresses its consent to the then applicable GTCS and their binding nature.
4. These GTCS shall be deemed to have been accepted without reservations by the Buyer, even if the Buyer had previously raised objections to any of the provisions of GCS, if the Buyer accepted the Products or Services delivered.

§2

Conclusion of Executive Agreements

1. The Executive Agreement may be concluded in any manner provided in the law. If the Executive Agreement is made by the Buyer placing an order, the Executive Agreement is considered concluded upon notifying the Buyer by 3M (pursuant to the provisions of clause 7 below) of the acceptance the order to be executed.
2. The Price Lists shall only be deemed an invitation to place orders.
3. The orders may be placed with 3M using one of the following methods:
 - a) in writing;
 - b) by e-mail to the address communicated to the Buyer by 3M or specified on 3M's website as the correct one for placing orders;
 - c) in any other way as specified by 3M (including via EDI systems or via bCom platform, after further formal conditions have been met (if any)).
4. Every order to be effective must specify the following:
 - a) the type and quantity of Products or Services ordered, including the code of the Product or Service specified by 3M; however, (i) the quantity may not be less than the minimum quantity which can be ordered in one order, (so called MOQ) specified in the Price List, and (ii) the value of the order cannot be lower than MOV, and moreover (iii) it must be a quantity constituting a multiple of full multipacks or other minimum units specified by 3M;
 - b) the net unit price in accordance with the Price List;
 - c) Products or Services delivery time limit which may not be shorter or longer than the one indicated by 3M. Where such minimum delivery time limit is not indicated by 3M, such time limit shall be deemed to be 30 days from the acceptance of the order to be processed by 3M. When such maximum delivery time limit is not specified by 3M, such time limit shall be deemed to be 6 months from the acceptance of the order to be processed by 3M;
 - d) orders placed in writing should contain the Buyer's address and contact details (including the Buyer's e-mail address), the Buyer's stamp and the signature of the person authorized to place orders. It shall be assumed that the person using the Buyer's stamp or sending an order from the Buyer's e-mail address is authorized to place orders on the Buyer's behalf. Furthermore, in the case of orders placed by e-mail the address from which the order is sent shall be deemed to be the Buyer's contact address (unless the Buyer has specified any other contact address).
5. The Buyer shall bear full liability for any errors in the order. The order placed by the Buyer as specified in clause 3 above cannot be revoked and is binding for the Buyer unless otherwise agreed by the Parties.
6. Orders which do not meet the above requirements may be deemed by 3M not to have been placed and will not be processed by 3M as specified in clause 7.
7. Subject to the provisions of clause 11 below, the acceptance or refusal of an order to be processed may be confirmed by 3M at its discretion in writing, by e-mail or otherwise (including, for example, by changing status of the respective order at bCom platform). Any failure to accept the order to be processed within 2 business days (or within 3 business days in the case of orders received by 3M after 2 p.m.) shall mean that the Executive Agreement has not been concluded. The same results from any refusal to accept an order to be processed within the above time limits. Art. 68² of the Civil Code shall not apply.
8. Acceptance of any orders placed by the Buyer, either by acknowledgment of order acceptance for processing or by shipment of Products or otherwise does not constitute any acceptance by 3M of any terms and conditions of such orders, except for determining the type and quantity of Products involved and delivery time limits (if such time limits are longer than the minimum delivery time limits and shorter than maximum time limits indicated in clause 4 point c) above).
9. If an order cannot be processed within the time limit indicated by the Buyer or specified in the Executive Agreement or indicated by 3M at the moment of the order's placing, 3M shall indicate the shortest possible time limit for processing such order in its order acceptance. The time limit so indicated shall be binding on the parties unless the Buyer reports its resignation from such order at the latest within three business days from the receipt of such order acceptance from 3M.
10. If following the conclusion of an Executive Agreement (including the acceptance of an order to be processed) the Executive Agreement cannot be performed within the agreed time limit for reasons beyond the control of 3M (including reasons attributable to 3M's subcontractors), 3M shall notify the Buyer thereof and specify the shortest possible time limit for the performance of such Executive Agreement (or any part thereof). The time limit so specified shall be binding on the parties unless the Buyer refuses to accept it within 3 business days; in case of such refusal the Executive

Agreement shall be terminated with respect to the Products or Services affected by the refusal to accept the changed time limit unless agreed by the parties otherwise. In such event the parties shall not be entitled to any claim for damages or other claims related to the termination of the Executive Agreement. These provisions shall apply accordingly in the case of further delays with respect to the time limit specified by 3M in accordance with the first sentence.

11. In case where the Buyer orders the Products or Services with the completion deadline exceeding 60 days, the acceptance of such order by 3M for execution requires the confirmation by 3M in writing, otherwise being null and void; however, such confirmation may be preceded by separate arrangements between the Parties regarding the detailed terms and conditions of the Executive Agreement.
12. Unless otherwise instructed by 3M, the Buyer will provide 3M with a non-binding rolling forecast of Products purchase needs for the following three months in order to facilitate the production planning of 3M. In the event of an exceptional order, the Parties may agree on a delivery plan with extended lead times.

§3

Prices

1. The Products shall be sold and the ownership of Products shall be transferred under any other agreement and the Services shall be rendered at prices specified in the Price List applicable as of the date of the order placement by the Buyer. The prices specified in the Price List are net prices and shall be increased by the due value added tax (VAT) and other taxes which may replace it or be introduced additionally. The Buyer is obliged to pay the price in the currency and in the amount determined in accordance with § 7 clause 1 and clause 2.
2. If the order is accepted for processing by 3M, Buyer shall additionally be obliged to bear the costs of packaging and delivery for orders not meeting all of the following conditions: (i) the order – for each Product – must be for a quantity not less than MOQ indicated in the Price List, and moreover (ii) it must be – for each Product – the quantity representing multiples of full multipacks or other minimum units indicated by 3M (and if they have not been indicated, it must be a multiple of MOQ), and (iii) the total price payable for the Products set out in the order (including discounts) must exceed the Minimum Order Value. Furthermore, any additional costs incurred by 3M in connection with selecting any other carrier, type of transport or delivery terms and conditions (including the time limit) than those specified in the GTCS shall be fully reimbursed to 3M by the Buyer within 14 days from receipt of a relevant notice.
3. Prices for the Products are set out in Price List. Subject to provisions of clause 4 hereinbelow, 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. In case of any changes to the Price List or application of a surcharge, the Special prices may also be amended as per discretion of 3M. If during the notice period orders are placed in excess of the average monthly order volume the communicated new Price or Surcharge will be applied to those orders or the order may be limited in volume or cancelled by 3M. Revised Prices or communicated Surcharge may apply to orders shipped after notification of the Price change/surcharge application. For clarity, Executive Agreement executed based on blanket orders and orders specifying future dated shipments (i.e., orders with a requested delivery date beyond standard 3M lead times) may also be billed at the prices/surcharge in effect on the date of shipment.
4. In case of the Products of Safety and Industrial Divisions, the following rules will apply. The Prices of Products are set out in Price List, which may be amended by 3M from time to time by giving customer 30 days' prior notice. In case of any changes to the Price List, the Special prices may also be amended as per discretion of 3M. If during the notice period orders are placed that are exceeding the average historical order volume or with a delivery term beyond standard 3M lead times, the communicated new price will be applied to those orders or the order may be limited in volume or cancelled by 3M. In case of a price increase, 3M may change the price of confirmed orders with a requested delivery date beyond standard 3M lead times, such as standing orders, call-off orders and blanket orders, if the shipment date is on or after the effective date of the price increase. 3M will give customer 30 days' prior notice of such change and shall reactnowledge the order with the revised price.
5. 3M may also unilaterally change the prices under Sale Agreements concluded in the event of any changes in exchange rates or the amount of taxes or duties related to Products or Services being the subject-matter of such agreements taking place after the execution of such agreements (or related to products incorporated in such Products or Services).

6. The unit price of Products shall include the costs of disposable packaging.
7. Any price being lower than the price resulting from the Price List applicable as of the date of the order placement by the Buyer shall be agreed by the parties in writing, or by e-mail. If no arrangement is made as regards the above using one of the above methods, the prices specified in the Price List as of the date of the order placement by the Buyer shall apply.

§4

Risk transfer and Trade Compliance

1. Any risk involving Products and Services shall be transferred onto the Buyer in accordance with the CIP INCOTERMS 2020 rule, or any other INCOTERMS 2020 rule if so agreed between 3M and the Buyer. The Product or the Service which meet the requirements of the Sale Agreement shall be deemed accepted by the Buyer upon (i) their actual acceptance by the Buyer or (ii) 3M offering them for acceptance if they fail to be accepted for the reasons not attributable to 3M.
2. 3M shall use efforts to supply the Buyer with the Products ordered timely but 3M will not be liable for any delays due to circumstances beyond the control of 3M.
3. The Buyer understands that in its ordinary course of business 3M may change its Products offered and 3M will not be obligated to continue to make all or any Products available. However, 3M will normally try to give Buyer a 30 business days' prior notice about its intention to discontinue offering certain Products.
4. Notwithstanding any other provision in these GTCS, 3M may, without any liability whatsoever, suspend the supply and/or sale of products containing, or manufactured with the aid of, per- and polyfluoroalkyl substances ("PFAS") (if applicable) at any time during the term of the Sale Agreement, and/or 3M may substitute such PFAS products with reformulated products to remove the use of PFAS at 3M's election, subject to giving advance prior notice that 3M deems reasonable under the circumstances to such suspension or substitution.
5. 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.
6. 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).
7. Buyer shall not sell, release, transfer, export, re-export or otherwise make available 3M Products, technology, or software subject to the Sale 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 clause.
8. The obligations of the clauses 5 – 7 hereinabove are material provisions of these GTCS. 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 clauses 5 – 7 hereinabove, 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 provision.

§5

Delivery

1. Subject to the provisions of §3 clause 2 above, deliveries shall be made by road transport by a carrier selected by 3M and at the expense of 3M to the address specified in the Distribution Agreement, Framework Supply Agreement, or otherwise agreed between 3M and the Buyer, according to the CIP INCOTERMS 2020 rule, or any other INCOTERMS 2020 rule as may be agreed between 3M and the Buyer. Deliveries made upon the Buyer's request to any different address (including deliveries abroad) or in any other way shall be made at the Buyer's expense.
2. Subject to the provisions of clause 3 herein below, deliveries of Products or Services shall be made within the time limit specified in the Executive Agreement, not to be shorter than 30 days from the acceptance of an order to be processed by 3M or within any other time limit specified in the Price List. Any shorter delivery time limit to be set out in an Executive Agreement must be agreed by the parties in writing, or by e-mail, otherwise being null and void. The delivery time limit shall be reserved for the benefit of 3M; however, if 3M decides to deliver any Products or Services prior to the lapse of the abovementioned time limit, it shall notify the Buyer about such amended delivery time limit upon a three days' notice.
3. 3M will use reasonable commercial efforts to supply the Buyer with the Products ordered, provided that any delivery dates indicated by 3M are indicative and cannot be regarded as absolute deadlines. The Buyer shall not be entitled to any claims for damages against 3M resulting from exceeding or accelerating the delivery deadline. 3M may in the ordinary course of business adjust its Product offering, make Product modifications and 3M will not be obligated to continue to make all or any of the Products available and shall not be liable towards the Buyer in case of any changes.

§6

Confidentiality

1. Both, the Buyer and 3M undertake that they shall not at any time disclose to any third party any information relating to each Sale Agreement or the other Party's business ("Confidential Information"). Such Confidential Information also includes technical materials, laboratory results and other technical information which may be disclosed to the other Party in writing or otherwise and is expressly marked "confidential". With reference to 3M, Confidential Information also includes, i.a. test results of new Products. Confidential Information includes also the other Party's business secrets in the meaning of the Unfair Competition Act.
2. Both, the Buyer and 3M may disclose the other Party's confidential information:
 - (i) to those of its employees, officers, representatives or advisers who need to know that information for the purpose of carrying out the Party's obligations under Sale Agreement; and
 - (ii) as may be required by law, court order or any governmental or self-governmental authority.
3. Both, the Buyer and 3M shall ensure that its employees, officers, representatives and advisers to whom it discloses the other Party's confidential information comply with the confidentiality obligation in this clause.
4. Neither the Buyer nor 3M shall use any other Party's confidential information for any purpose other than to perform its obligations under the Sale Agreement, unless otherwise agreed in writing.
5. The provisions of this clause shall apply during the term of each of the Sale Agreement and for a period of two years after termination or expiration of the respective Sale Agreement.
6. 3M may disclose the Sale Agreement's existence and terms at any time to other 3M entities and/or any third party which in 3M's opinion has a legitimate need to know such information.

§7

Invoices and Payments

1. The invoices shall be issued in EURO currency (EUR), unless the parties agree other currency for invoicing purposes.
2. Invoice payments shall be made by the Buyer in the invoice currency.
3. Unless 3M indicates otherwise, the payment time limit of invoices issued by 3M to the Buyer shall be 30 days from the invoice issue date. Invoice payments shall be made to the bank account specified by 3M on the invoice or communicated otherwise. Such payments shall be deemed made upon 3M's bank account being credited.
4. The Buyer represents that it is a VAT payer.

5. Invoices shall be delivered by mail at the Buyer's address or any other address specified by the Buyer or through EDI systems or by e-mail to the Buyer's e-mail address indicated in the Sale Agreement, and shall not be attached to shipment.
6. Any complaint about the quality or quantity or refusal to accept Products or Services shall not release the Buyer of its obligation to pay the prices for the Products or Services within the agreed time limit.
7. On the terms and conditions agreed upon separately 3M may grant the Buyer a trade credit for the payment of amounts due for given Products or Services. Unless agreed otherwise by the parties, the right to the trade credit shall expire once the Buyer is late with any payment due to 3M.
8. In the event of any late payment 3M shall be entitled to charge statutory interest for the delay.
9. 3M shall be entitled to suspend the execution of Products deliveries or provision of Services stipulated in the Executive Agreement if the Buyer is late with any payment due to 3M, including in particular if the Buyer is late with payment of any amounts payable under previously issued invoices.
10. In the event of the Buyer's delay in any performance due to 3M under the Executive Agreement, 3M shall be entitled to withdraw from such Executive Agreement without being obliged to set any additional time limit for the performance of the obligation. Furthermore, in the event of such a delay 3M shall also be entitled to withdraw from any other Executive Agreements which have not been performed yet within 90 days from the date on which the Buyer is late.
11. Regardless of any Buyer's reservations, 3M shall be entitled to apply payments received towards receivables which are due and payable earlier.
12. The Buyer may not set off any of its debt claims towards 3M against 3M's debt claims towards the Buyer under the Sale Agreement.
13. In case the necessity occurs to decrease price or/and amount indicated on the invoice documenting the supply of the Products (hereinafter as: "Decrease of Amount Due"), by issuance of correction invoice, the Parties agree the following conditions and terms of Decrease of Amount Due, depending on the reason of correction.
 - 13.1. [Return of defective Products] If – as a result of accepted complaint – 3M decides that the return of defective Products will be accepted accordingly to the provisions of §9 clause 5 point 5.1. subsection (iii), the condition to Decrease of Amount Due will be physical receipt of the returned Products by 3M. Buyer acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by 3M.
 - 13.2. [Decrease of price of defective Products] If – as a result of accepted complaint – 3M decides that the price of defective Products will be decreased accordingly to the provisions of these GTCS, the condition to Decrease of Amount Due will be decision made by 3M as to the amount that should be received by the Buyer. Buyer acknowledges and agrees that this condition is deemed to be fulfilled (and price is effectively decreased) upon issuance of the correction invoice by 3M.
 - 13.3. [Post-transactional rebates] If the Buyer will be entitled to receive rebate based on separate arrangements (these arrangements shall also specify terms to receive such rebate), each time, condition to receive rebate (and Decrease of Amount Due) will be verification and acceptance by 3M that the terms to receive rebate were fulfilled. Buyer acknowledges and agrees that this condition is deemed to be fulfilled (and rebate is effectively granted) upon issuance of the correction invoice by 3M.
 - 13.4. [Mistakes on the invoice] If the invoice issued by 3M was issued with or by mistake (e.g., the supply documented by the invoice was not conducted or the amount indicated on the invoice was overpriced), the condition to Decrease of Amount Due will be acknowledge and acceptance of existence of the mistake by 3M. Buyer acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by 3M.
14. In the event where in connection with performance of any of the Sale Agreement, 3M shall make any payments to the Buyer based on the invoice issued by the Buyer, the following rules shall apply:
 - a) 3M shall make payments to the Buyer only on the basis of a correctly issued invoice and delivered to 3M within 60 days, or such other period as the Parties may agree in the Agreement, calculated in each case from the date of delivery to 3M of a correctly issued invoice or from the date of delivery of the products to 3M / acceptance of the services by 3M, whichever is the later.
 - b) the day of 3M's bank account being debited shall be deemed the day of payment.

§8

Information on Products and Services

1. The Buyer shall independently assess the fitness of Products and Services for their intended purpose.
2. 3M shall not be liable for any use of Products contrary to 3M's indications or for any erroneous or inappropriate interpretation of information and technical data included in catalogues, brochures or other printed matter, or information and technical data submitted to the Buyer otherwise.

§9

Inspections, Complaints

1. The Buyer shall confirm its acceptance of Products or Services and shall carefully check the condition of Products or Services immediately following receipt thereof.
2. If the Products are sent to their destination by 3M through a carrier, the Buyer shall immediately check such shipment. If the Buyer identifies that any shortage of or damage to the Products occurred during such transport, it shall take all necessary measures to determine the carrier's liability (including making a note on any damage to such Products on a waybill) and shall immediately notify 3M thereof.
3. In the event of a complaint about any defect the Buyer shall secure the Products or Services complained about, so that they remain at the disposal of 3M for the period of 7 days from the complaint being made in order for the complaint to be confirmed by a 3M representative.
4. Each time a complaint should contain in particular: a) 3M shipping specification number, b) name or catalog number of the Product concerned, c) serial number (LOT) of the Product concerned (if provided on the Product or its packaging). If the quality defect was revealed upon receipt of the Products, the Buyer shall attach to each complaint regarding that defect a copy of the damage report written in the presence of the carrier who delivered the Product. If the complaint relates to a quantity defect, which was revealed upon receipt of the Product, the Buyer shall attach to each complaint a copy of the waybill with a note about the quantity defect made in the presence of the carrier. If there is a need for additional assessment of the quality of Products (conducting of examination, testing etc.) or in case where the Buyer failed to provide all the above information or documents, the period of consideration of complaint shall be extended by the period of such assessment or providing all the required information and/or documents. 3M shall have 30 (thirty) business days from the receipt of the Buyer's complaint to respond to the complaint made.
5. 3M's liability under statutory warranty for defects (rekojmia) shall be modified as follows:
 - 5.1 With regards to quality defects: 3M warrants that each Product meets the applicable Product specification at the time 3M delivers the product. Other than warranties which cannot be excluded by applicable law, 3M hereby excludes all warranties or conditions, express or implied, including, but not limited to, any implied warranty or condition of merchantability, fitness for a particular purpose, or arising out of a course of dealing, custom, or usage of trade. Unless mandatory law provisions provide otherwise, warranty claims must be made within one (1) year from the date of 3M's delivery and within 14 days of identification. Complaints about the quality shall be made to 3M by the Buyer in an electronic way to the address: 3m.cir.plug@mmm.com. If a complaint is accepted by 3M i.e., Product does not conform to this warranty, then at 3M's option, 3M may (i) replace the defective Products with Products free from defects, or (ii) repair the defects within 14 (fourteen) business days from the complaint being accepted, or (iii) accept the return of defective Products from the Buyer and refund of the purchase price. If a different warranty is specifically stated on the applicable Product packaging or Product literature, such warranty governs.
 - 5.2 Complaints about the quantity shall be made to 3M by the Buyer in an electronic way to the address: 3m.cir.plug@mmm.com immediately, not later than within 3 (three) business days from the date any quantity defects become apparent. If a complaint is accepted by 3M:
 - (i) in the case of quantity defects where the quantity of Products delivered is smaller than the quantity required – at 3M's own discretion, 3M shall: (i) deliver the missing quantity of Products within 30 (thirty) business days from the complaint being accepted, or (ii) provide to the Buyer a corrected invoice for the value of the Products reduced by the price of the Products that have not been delivered;
 - (ii) in the case of quantity defects where the quantity of Products delivered is higher than the quantity required – 3M shall collect the excess quantity of Products from the Buyer within 14 (fourteen) business days from the complaint being accepted.

§10
Liability

1. 3M shall bear no liability for any indirect or consequential damages or lost profits if such damage is incurred by the Buyer in connection with or as a result of non-performance (improper performance) of the Sale Agreement by 3M including but not limited to delivery of the Product that fails to meet the conditions mentioned in § 9 clause 5 (subject, however, to 3M liability for defects as determined in § 9 item 5). 3M shall not be responsible for proper evaluation (including, but not limited to, fitness for purpose and suitability of application), selection, and use of the Products.
2. 3M's contractual liability for the non-performance or improper performance of a given Sale Agreement or 3M's liability for the quality of performance under a given Sale Agreement shall be limited as follows:
 - a) in case of Sale Agreements other than the Distribution Agreements or Framework Supply Agreements – to the price payable under such Sale Agreement;
 - b) in case of Distribution Agreements or Framework Supply Agreements:
 - (i) where the liability results from or is linked with the order accepted by 3M for processing under a given Distribution Agreement or a Framework Supply Agreement – to the amount of the price paid 3M by Buyer under such an order;
 - (ii) where the liability does not result from or is not linked with the order accepted by 3M for processing under a given Distribution Agreement or a Framework Supply Agreement – to the amount of EUR 10,000.
3. None of the Parties shall be considered to be in breach of the Sale Agreement and/or these GTCS or otherwise be liable for any delay in the performance or for the non-performance of any of its obligations under the Sale Agreement and/or these GTCS which is caused by force majeure. Any deadline for the performance of the obligations shall be extended until the cause of such delay has ceased. This provision does not apply to payments the Buyer owes to 3M. For the avoidance of doubts it is agreed that, within the meaning of these GTCS, a force majeure event shall be an extraordinary, external event which could not be foreseen or prevented, in particular the acts of God, epidemic, pandemic, wars, strikes, riots, acts of public authority - issued both in the entire territory and in a part of the territory of Poland, as well as in the countries outside Poland, which prevent or significantly impede the performance of the Sale Agreement or these GTCS. Furthermore, the Parties confirm that they are aware that there exists the pandemic caused by COVID-19, but that for the purposes of these GTCS it shall be a force majeure event, if the non-performance or late performance of the obligations of a given Party under the Sale Agreement and/or these GTCS is caused or related to the state of pandemic. If the force majeure event lasts for a period of more than 60 days 3M is entitled to cancel open orders affected by the force majeure event.

§11
Miscellaneous

1. 3M acts as data controller within the meaning of Article 4(7) of the EU General Data Protection Regulation (“GDPR”) and will process the following personal data of persons representing the Buyer, as well as personal data of Buyer (if he/she is a natural person) data provided for the purpose of concluding the Sale Agreement including name and surname and others as provided within the course of co-operation and business relationships in accordance with the 3M Privacy Policy which can be found at https://www.3m.com/3M/en_US/company-us/privacy-policy/, in particular for:
 - a) conclusion, performance and settlement of the Sale Agreement (legal basis: Article 6 item 1 letter b) of the GDPR);
 - b) recovery of potential debts (legal basis: Article 6 item 1 letter b) of the GDPR);
 - c) developing and managing business relationships with the Buyer which amounts to the performance of the legitimate interest of 3M (legal basis: Article 6 item 1 letter f) of the GDPR);
 - d) communicating with the Buyer on an on-going basis which amounts to the performance of the legitimate interest of 3M (legal basis: Article 6 item 1 letter f) of the GDPR);3M may share personal data with entities of the 3M Group, as well as with the third parties which it engages to provide services, including the entities with their registered seat in the United States of America or other countries located outside the European Economic Area, but always under strict obligation of confidentiality and data security and based on proper safeguards, such as the then current version of the EU Commission's Standard Contractual Clauses.
Buyer's representatives and the Buyer (in case he/she is a natural person) have the right to:

- a) access and correct his/her data,
- b) lodge a complaint with the applicable supervisory authority in case he/she considers that the processing of the personal data of the person making a complaint violates the GDPR;
- c) object to the processing of personal data of the data subject making such an objection at any time, and request to restrict the processing of personal data of data subject requesting such restriction or to delete his/her data.

Detailed information on the processing of personal data by 3M and the exercise of the rights of persons affected by the processing of personal data can be found in the 3M Privacy Policy: [//www.3m.com/3M/en_US/company-us/privacy-policy/](http://www.3m.com/3M/en_US/company-us/privacy-policy/)

You can contact the 3M European Data Protection Officer by sending to:

3M Belgium, Hermeslaan 7,

B-1831 Diegem, Belgium

Attn: EU Data Protection Officer

an appropriate letter with an annotation "DPO" or in an electronic form by sending an e-mail to the address: DPO_EU@mmm.com

2. The Buyer undertakes to provide on behalf of 3M to all of its employees and subcontractors' employees whom it shall use in the performance of any Sale Agreement and whose data shall be made available to 3M, within 30 days from the day the data has been provided to 3M at the latest (and in the event of a change of a given person - within 30 days from the date of the change at the latest) information based on the following template:

"3M Poland Sp. z o.o. in Kajetany at ul. Katowicka 117, entered into the National Court Register kept by the District Court for the Capital City of Warsaw, 14th Commercial Division, under number KRS 0000014836, NIP 5270204212, with a share capital of PLN 30,561,480.00 ("3M") advises that it has obtained your your following personal data: name, surname, position, employer's name, business e-mail address, business phone number and other contact details from _____ with its registered office in _____, ("Buyer"). 3M acts as data controller within the meaning of Article 4 (7) of the General Data Protection Regulation ("GDPR") and shall process your personal data in accordance with the 3M Privacy Policy: [://www.3m.com/3M/en_US/company-us/privacy-policy/](http://www.3m.com/3M/en_US/company-us/privacy-policy/), in particular to implement and settle the agreement made by and between 3M and the Buyer and to enable on-going contact as part of the performance of this Agreement (legal basis: Article 6 item 1 letter b) in conjunction with letter f) of GDPR). 3M may share data with entities from the 3M Group as well as third parties which it engages to provide services, including entities based in the USA and in other countries located outside the European Economic Area, but always under strict obligation of confidentiality and data security and based on proper safeguards, such as the then current version of the EU Commission's Standard Contractual Clauses.

You have:

- a) the right to access your data and amend it;
- b) the right to lodge a complaint with the supervisory authority if it is deemed that the processing of personal data regarding the person submitting the complaint is in breach of the provisions of the GDPR;
- c) the right to object at any time to the processing of personal data regarding the person submitting the objection and to demand the restriction of the processing of personal data regarding the person submitting the request or deletion of their personal data.

Detailed information on the processing of personal data by 3M and the exercise of the rights of persons affected by the processing of personal data can be found in the 3M Privacy Policy:

[://www.3m.com/3M/en_US/company-us/privacy-policy/](http://www.3m.com/3M/en_US/company-us/privacy-policy/). You can contact the 3M European Data Protection Officer by sending to:

3M Belgium, Hermeslaan 7,

B-1831 Diegem, Belgium

Attn: EU Data Protection Officer

an appropriate letter with an annotation "DPO" or in an electronic form by sending an e-mail to the address: DPO_EU@mmm.com.

3. The court competent to examine disputes arising under or in connection with the Sale Agreement shall be the court with jurisdiction over 3M; however, 3M shall also be entitled, at its own discretion, to bring an action against the Buyer with the court with jurisdiction over the Buyer's registered office.
4. Disputes arising under the Sale Agreement as well as any other disputes between 3M and the Buyer shall be subject to Polish law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods made in Vienna on 11 April 1980.

5. 3M may assign its rights and transfer its obligations under each of the Sale Agreements onto (i) any entity of the 3M group, provided that, based on these GTCS, such entity is understood to mean a 3M direct or indirect affiliate, subsidiary or parent company and/or (ii) any third party in connection with the sale or transfer of all or substantially all of the 3M business to which the Sale Agreements pertains. 3M shall be entitled to perform any of the obligations and to exercise any of its rights under each of the Sale Agreements through its parent company or affiliates. The Buyer may not, without the written consent of 3M, assign, transfer, delegate or sub-contract to third parties any of Buyer's rights, obligations or services rendered by the Buyer under the Sale Agreement.
6. Upon the execution of an Executive Agreement (for instance in connection with the order acceptance) all other agreements, whether oral, written or otherwise concluded between the parties regarding the same subject-matter shall cease to be binding.
7. If any provisions of the Sale Agreement (including these GTCS) prove to be invalid or ineffective, such invalid or ineffective provisions shall be replaced by relevant provisions of the law. Subject to mandatory legal provisions, the abovementioned invalidity or ineffectiveness shall not affect the validity or effectiveness of the other provisions of the Sale Agreement.
8. The headings in the Sale Agreement, including the headings of the paragraphs of these GTCS, have been included for convenience only and should be disregarded in the interpretation of a Sale Agreement.
9. If the Buyer receives these GTCS in Polish and English, then in the event of any discrepancy between the two language versions, the Polish version shall prevail.
10. 3M shall be entitled to unilaterally amend these GTCS. The amendments of the GTCS together with the date of their entering into force will be communicated by 3M by updating the new GTCS at the following link: https://www.3mpolska.pl/3M/pl_PL/firma-pl/o-firmie-3m-pl. In case the date of coming into force of the amended GTCS is not indicated in the manner specified above, it is assumed that the amended GTCS shall enter into force 30 calendar days following uploading the new GTCS at the link mentioned above. However, if the Buyer refuses to accept the amendments to the GTCS, the Buyer is entitled to terminate the Sale Agreement or any other agreement to which GTCS were incorporated upon 14 days' notice delivered to 3M. In case where the Buyer fails to terminate a Sale Agreements or any other agreement mentioned above, the amendments of the GTCS shall enter into force on the dates specified in accordance with the rules indicated in the preceding sentences.
11. Within 30 days from the date of termination of Distribution Agreement or Frame Supply Agreement, the Buyer shall, at its own expense, return to 3M or otherwise dispose of (as instructed by 3M) all the samples of the Products, and any advertising, promotional or sales materials relating to the Products.
12. When the Sale Agreement terminates for any reason, 3M may, but is not obliged to do so, repurchase from the Buyer all or part of any stock of the Products held by the Buyer at any given time, for the price at which 3M sold them to the Buyer, provided that the Products are in good and marketable condition and 3M will bear the cost of transport and insurance thereof. In case of Distribution Agreement, if 3M chooses to repurchase Buyer's stock, the Buyer may sell such part of the stock for which the Buyer has accepted orders from customers prior to the date of termination. The right to repurchase remains in force until 6 months following termination of the respective Sale Agreement.
13. The Buyer agrees that the official language of communication between 3M and the Buyer regarding Sale Agreements will be in English language. The Buyer confirms to have sufficient proficiency in English language.

§12

Intellectual Property

1. Under the Sale Agreement 3M shall not transfer onto the Buyer any intellectual property rights (including without limitation copyright and rights vested in 3M pursuant to the Industrial Property Law Act; this also includes without limitation the rights to use 3M logo and other trademarks belonging to the entities of the 3M Group) and shall not grant any license whatsoever. No ownership or other right to equipment or tools used to manufacture Products or render Services shall be transferred onto the Buyer.
2. The Buyer shall not be entitled to inspect any premises of 3M or its subcontractors or to review their documentation.

§ 13

Notices

1. Unless any of Sale Agreements provide otherwise, any and all declarations or notices (hereinafter referred to as “notices”) under or in connection with the Sale Agreement must be made in writing (including electronic form) or in a documentary form (including e-mail), provided however that in case of 3M notifications containing declarations on termination or withdrawal from the Sale Agreement must be made by/addressed to, 3M’s Management Board member or proxy.
2. Notices delivered in person shall be deemed to have been received on the day of personal delivery. Notices sent via electronic means shall be deemed to have been received on the next business day after they were sent.
3. Notices delivered by courier or mail shall be deemed to have been served at the time of their actual delivery, and if such notices cannot be delivered due to the reasons attributable to the addressee, they shall be deemed to have been served on the third (3rd) business day following the day on which an attempt to make the delivery was made and such delivery proved impossible due to the reasons attributable to the addressee.
4. However, orders may be placed, accepted, refused or modified (to the extent permitted in accordance with the provisions of § 2 of these GTCS), also in documentary form at the e-mail address, phone numbers, and/or fax numbers communicated by 3M or via any other platform (e.g. EDI or bCom), if agreed with 3M.
5. The Buyer shall ensure 3M has a valid e-mail address of authorized Buyer’s recipient(s).