

General Terms & Conditions 3M Belgium NV/SA

1. General

Except insofar as otherwise explicitly agreed in writing between 3M and the customer, these General Terms & Conditions will apply to all folders, price lists, advertisements, quotations, tenders and all agreements concluded between 3M or any of its affiliated entities (hereafter referred to as '3M') and the customer, whether this is done in writing, via the internet, electronically or verbally, as well as to all negotiations undertaken between the parties. 3M hereby explicitly rejects the applicability of any general or special terms and conditions used by the customer.

2. Quotations

Unless otherwise stipulated in writing, all quotations are given without engagement and may be amended at any time.

3. Prices

The prices stated on our price lists, quotations and order confirmations are indicative only, and may be amended by 3M without prior warning until the contract is finally concluded. Our prices exclude taxes, mailing costs, insurance and installation. Currency exchange fluctuations, import duties, insurance and freight charges and procurement prices of the components and services may incite 3M to amend its prices.

4. Terms of delivery

The quantities to be delivered must necessarily coincide with the standard packaging quantities, which the customer is aware of.

5. Time of delivery

The periods stated for delivery and implementation are not binding, and are only target dates. They will only commence when 3M receives the regular and complete order. They will be extended automatically in the event of a late delivery of any documents and explanations, required for the proper completion of the order, even if such delay is not attributable to the customer. Failure to meet the said time of delivery does not in any event, provide grounds for the cancellation of an order or agreement, nor does it entitle the customer to any kind of compensation.

We explicitly reserve the right to deliver by instalments, each of which will qualify as partial sale. The delivery of an order by instalments cannot in any event justify the refusal to pay for the products supplied. Any liability on the part of 3M for failure or delay in delivery is hereby excluded. If the time of delivery is met, this will not exempt the customer from his/its obligations.

6. Liability

In the event that the products supplied are damaged or incomplete, or in the event of any error, or any other type of irregularity, the customer is obliged to refuse the products or to only accept them subject to a written reservation. Every complaint relating to the products as delivered must be sent to us in writing within 5 working days as from the receipt, with a reference to the dispatch note. After that period, the products will be deemed to have been finally accepted by the customer and no further complaints will be taken into consideration. Our warranty is limited to the quality of our products. If these do not display any defects, then our obligation will in all cases be limited, whatever the consequences of any defect, to the reparation or simple exchange of defective products – the choice between reparation and exchange being at our discretion – to the explicit exclusion of any compensation to the customer or third parties, except in the event of intentional error on our part. All telecommunication costs will be born by the customer. The granting of the warranty assumes that the products as supplied will be used in accordance with standards of proper practice and in accordance with the conditions in the quotation or normal usage conditions set out in the catalogues, manuals or handbooks supplied to the customer. We will not be liable, either contractually or extra-contractually, in any

circumstances, for losses caused to persons or to products, other than the products supplied or the products which form part of the service we have provided. On the contrary, the customer will be obliged to indemnify us and keep us indemnified against any recovery, by anyone, in the event our liability would be invoked as a result of the mere existence of the product that has been supplied in implementation of the current agreement.

This limitation of liability will also apply if, for whatever reason, our technicians offer or have offered advice, directly or indirectly, regarding the selection of the product to be used or as to how it is handled or used.

Our instructions for use and any guarantee contained in our promotional literature or in that of any company belonging to our group will not adversely affect the provisions stated above and will not invoke our liability. The customer will not be in a position to file any complaint, on any ground whatsoever, more than one year after the occurrence of the events on which he bases such a claim.

7. Delivery and risks

Delivery is regarded as being complete on the moment of departure from our storage facilities. The products always travel at the customer's risk, even if they are being sent carriage free.

8. Force majeure

All delivery and other obligations of 3M will be suspended in the event of force majeure. In such cases, 3M is only obliged to deliver or perform its obligations to the extent possible. 'Force majeure' includes the following, although this is not an exhaustive list: war, mobilisation of troops, embargo, partial or complete strike, lock-out, riot, epidemics, natural disasters, import and export restrictions, machinery failure, staff sickness, fire, explosion and any cause hampering the normal supply by our suppliers of raw materials, fuels and inventory for our normal production, transportation or dispatch, as well as all similar circumstances affecting 3M, its subcontractors or suppliers. If a force majeure situation continues for more than two months, either party will be entitled to cancel the agreement without any right to compensation.

9. Complaints and returns

(a) Complaints other than those dealing with hidden defects will not be acknowledged if the products have been used, if the customer has undertaken any work on the products without prior written permission given by 3M, or if the customer has not reported the complaint in writing and within 5 working days after receipt of the products. 3M reserves the right to opt for either replacing products which have been correctly rejected or reimbursing the purchase price.

(b) No products may be returned without written permission from our management. Such permission will not in any way imply that the products have been acknowledged by 3M as being defective or not in conformity. Products being returned, in whatever way they are being sent, remain at the customer's risk and will be sent to our warehouse, carriage free.

10. Re-sale

The customer may only re-sell the products if he has become the owner of the products in accordance with the provisions in this agreement. The products may subsequently only be re-sold in their original packaging, without modification. In the event of a re-sale, our liability is limited to the maximum liability provided for in clauses 6, 7 and 9.

11. Intellectual property

3M explicitly reserves all of its intellectual property rights, in the most extensive interpretation possible, including its patents, trademarks, trade names, copyrights, drawings, models and know-how. All of the intellectual property rights are and remain the exclusive property of 3M. 3M may at any time prohibit the use and/or depiction of its intellectual property rights.

12. Payments

(a) All amounts due to 3M are payable within 30 days as from the invoice date, without discount, deduction or offset.

(b) No payment made to our staff or representatives amounts to a discharge by us without a receipt from our accounting department. We reserve the right either to revoke such an order, which has not been subject to such ratification, or to ratify it irrevocably.

(c) Every complaint relating to an invoice must be sent to us, by registered letter with proof of delivery, stating the date and number of the invoice, within a time period of 5 working days as from the receipt, with receipt deemed accomplished 3 working days as from the date stated on the invoice. After the expiration of this time period, the invoice will be considered as having been finally accepted by the customer, and no further complaint whatsoever will be taken into account. Under no circumstances shall a complaint justify suspension of payment.

(d) Failure to pay an invoice on the due date, as well as the protesting of a non-accepted bill of exchange, any application for an amicable or judicial settlement or deferred payment, or any other circumstance implying the customer's inability to pay, will render all outstanding balances on all other invoices immediately payable, even if their balances have not yet become due.

(e) Any invoice or demand for payment that remains outstanding on the due date will be subject to interest, by operation of law and without the need for any proof of default, at the rate used by the European Central Bank for its most recent basic refinancing transaction prior to the first day of the relevant six months period plus 8 percentage points, with each month that has commenced becoming due and also be increased with a fixed compensation of 15% of the outstanding amount, with a minimum of €75.

(f) If no payment has been made on the due date, it is explicitly agreed between the parties that, without the need for any proof of default, the products supplied by 3M may be taken back if 3M considers this to be appropriate, and in such cases the customer will be obliged to pay a compensation for the reduction in value and/or loss of the products, as well as for any other reasons.

(g) Notwithstanding Article 1256 of the Belgian Civil Code, the compensation for instalments will be calculated, successively, on: (I) the costs of collection; (II) the charge mentioned in clause 11(e); (III) interest; and (IV) the total invoice amounts including expenses, taxes, etc..

(h) Failure to enforce one or more of the rights contained in this clause does not result in 3M renouncing the right to enforce any other rights provided for in this clause.

(i) In order to simplify invoicing in the event of several shipments, we may send out collective invoices.

(j) For any order worth less than €500 net, or the equivalent of that amount, we will be entitled to charge administrative expenses. These administrative expenses amount to €20.

(k) Drawing and/or accepting bills of exchange or other negotiable instruments does not imply any renovation of debt, or any deviation from the conditions of sale.

13. Retention of title

The products remain the property of 3M until the customer has fulfilled all of his/its contractual obligations, including the payment of the full sales price and any associated amounts

(expenses, VAT, any compensation due, any late payment interest that is due, etc.). Until that moment in time, the customer must provide for adequate insurance for our products and store them separately, and the customer is explicitly forbidden from using the products supplied, and more specifically from transferring ownership of them, changing them, leasing them, pledging them or encumber them with any form of security or preferential right whatsoever, and 3M remains entitled to recover the products belonging to it at any time, or to demand their return. The customer is also responsible for all potential losses in relation to the new condition of the products. Insofar as necessary, the above-mentioned clause will be regarded as having been repeated for every single delivery. The customer undertakes to advise 3M immediately and by registered letter if: (I) any third party imposes an attachment or otherwise files any claim with respect to the products or any part of them; (II) an application for bankruptcy is filed or a (provisional) moratorium on payments is requested; (III) or if the customer is clearly insolvent. In the event of any attachment, bankruptcy or (provisional) moratorium on payments, or clear insolvency, you will immediately produce all documentation in relation to the products to the court bailiff imposing the attachment, the trustee or administrator, and will also refer him/them to the provisions in clause 13 of these General Terms & Conditions.

14. Suspension and cancellation

If you do not properly or timely fulfil an obligation to 3M, and also in case of bankruptcy or an application for bankruptcy (other than by 3M), (provisional) moratorium on payments, cessation or liquidation of your business, or if you are made in receivership, or if you are clearly insolvent, all claims by 3M will become immediately payable, and 3M will be entitled, without notice of default or judicial intervention: (I) to suspend the performance of any agreement until payment is adequately secured; and/or (II) to suspend all of its payment obligations; and/or (III) to cancel all of its agreements with you, either in whole or in part; all without prejudice to the other rights of 3M under any agreement and without 3M being obliged to pay any compensation. Furthermore, all other sums still outstanding will become immediately payable, along with any current bills of exchange and collection costs.

15. General

These General Terms & Conditions may be amended by 3M. 3M will inform the customers about such changes via a message on its home page <http://www.3M.be>, on the invoice, by e-mail or via written notification. Any provision in these general Terms & Conditions which is void or inapplicable shall have no effect on the validity of the other provisions. Any invalid clause will be replaced by another one that is appropriate.

16. Applicable law, competent judge

This agreement is governed by Belgian law. Any dispute concerning the interpretation, implementation and cancellation of the present agreement which cannot be settled amicably will be resolved exclusively by the Courts of Brussels or, as the occasion arises, by the Justice of the Peace Court of Brussels, 1st district.

The seller may also, however, introduce any proceedings before the courts of the residence of the debtor. The Vienna Sales Convention does not apply.