The terms and conditions contained herein shall prevail notwithstanding any variances with the terms and conditions of any order submitted by the customer.

Credit Terms and Conditions

Payment should be sent to 3M on or by the due date stated on the invoice. Failure to pay by the due date may result in disruption of service.

Delivery Terms

Freight paid is via least cost routing as selected by 3M based on minimum division purchase requirements. If other modes of transport are required or minimum purchase requirements are not met, freight charges will be at the cost of the customer. The method of transportation and the carrier will be at the selection of 3M. The customer will, upon receipt of the goods, inspect the same and lodge any complaint within 30 days from invoice date.

Warranty

Except where prohibited by law the following warranty is made by us in lieu of all express or implied rights, warranties and conditions, statutory or otherwise namely that our goods are manufactured of first class materials and by competent workmen. Our only obligation shall be to repair or replace, at our option, such quantity of the product provided to be defective within the time, if any, prescribed in the warranty which accompanies the goods, and we shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use of or the inability to the product. Before using, user shall determine the suitability of the product for his intended use and user assumes all risk and liability whatsoever in connection therewith. No statement or recommendation which is not contained in documents published by us shall have any force or effect unless contained in an agreement signed by our offices.

Sales Tax

Any exemption from federal or provincial taxes is extended only on the basis of exemption certificate and/or license and/or permit number furnished to us and is subject to purchaser paying, indemnifying and saving us harmless from all such taxes (including interest and penalties) which governmental authorities may assess or charge against us.

Returned Products Procedure

The following specifies the conditions under which returned products and claims for adjustment of account will be accepted by 3M Canada Company ("3M"):

(a) 3M must be contacted regarding all claims. The point of contact is your 3M Customer Service Representative. Upon claim approval, the credit will be applied to the account or a cheque remitted.

(b) Products which are the subject of a claim must not be returned to 3M without prior agreement and the issuance of a 3M Returned Material Authorization by 3M. Provided the claim is in accordance this policy, 3M will arrange for collection of the products by its authorized carrier and will approve the claim upon verification of the following:

(I) The products physically returned to 3M correspond to the products described in the claim; and

(II) With the exception of damaged or defective product, the products are standard stock items on the date of return, are in saleable condition (original packaging and full case quantities) and retain sufficient shelf life to enable 3M to offer the products for sale under the standard shelf life policy applicable to such products, subject to any government requirements that may exist on regulated products. The claim may be adjusted to the extent such conditions are not met.

(c) Claims beyond the notification periods, or otherwise made or taken outside this policy and procedure will not be accepted.

(d) The standard notification period for claims to 3M by customer is 30 days from date of receipt of products. Exceptions are noted below.

Policy Relating to Specific Types of Claims

(a) Restocking Fee

A handling charge of between 10% - 25% of the purchase price paid for the product, depending on divisional policy, will be applied to the returned products transaction. This charge covers freight, inspection and redistribution. This fee will be waived for discrepancies for which 3M is responsible.

(b) Quality Complaints

All quality complaints should be reported to your 3M Customer Service Representative immediately. Except where specific warranty provisions of a product state otherwise, all quality related claims must be made to 3M within 12 months of supply or within the recommended shelf life of the product, whichever is the shorter period. Where a specific warranty period applies from date of purchase, this warranty period defines the period within which claims will be accepted. Your 3M Customer Service Representative will arrange for return for analysis by 3M of a sample of the product where possible, or the entire product, when the return of a sample is not possible. If a sample is taken, the customer must retain the balance of products while the sample is being analyzed. If customer wishes to use all or part of the suspect material remaining in its possession while the complaint is being investigated, customer does so at its own risk and 3M shall in no way be liable for any damage suffered by the customer with respect to any use of the suspect material after the customer has notified a 3M Customer Representative of a quality complaint. If the complaint is justified, 3M will arrange for the return of balance of products to 3M.

(c) The Return of Products at the Instigation or Request of 3M

With the prior agreement of the customer, 3M will initiate the collection of subject products and issue a credit to customer upon verification of the quantities of subject products and dollar amounts involved. Since typically these requests relate to product replacement or withdrawal, or special market conditions, issues of saleability and shelf life will vary with each situation and such return, will therefore, be agreed by 3M and the customer in writing at the time of 3M's initial request.

(d) Freight Claims due to Damaged or Lost Freight (Prepaid and Allowed or Prepaid and Charged Orders)

Customer must notify their 3M Customer Service Representative of the specifics of lost or damaged freight within 30 days of date of receipt of products, including provision of invoice number. The 3M Customer Service Representative may issue an adjustment following an investigation of the claim and may arrange for the return of damaged freight under a Returned Material Authorization

(e) Freight Claims due to Damaged or Lost Freight (Collect Orders)

Customer should register claims for lost of damaged freight with its carrier. No claims will be accepted by 3M for collect shipments

(f) All Other Claims

Returned products requests for any reason other than those listed above must be reviewed with your 3M Business Contact and approved by 3M.

Remit to:	Mailing Address	Courier Address
	3M Canada Company	Symcor Wholesale Lockbox
	P.O. Box 3616	C/O CIBC Lockbox #TX3616C/U- 3M Canada Co.
	Commerce Court Postal Station	4 Prince Andrew Place, Dock 4
	Toronto, Ontario	North York, ON
	M5L 1K1	M3C 2H4

Please reference the invoice number when remitting.

3M Canada Company

Post Office Box 5757
London, Ontario
N6A 4T1

1007-02313-E
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