

3M General conditions for offers and deliveries (Finland)

1. Preamble

- 1.1. These general conditions shall apply to orders and deliveries in Finland, unless otherwise is agreed in writing.
- 1.2. These conditions are designed to be applied when Suomen 3M Oy (hereinafter "3M") acts as vendor in a contract of sale between merchants.

2. Offer and Price

- 2.1. The offer is valid for 30 days. Written commitments submitted by 3M to buyer shall be considered as an integral part of the offer.
- 2.2. The VAT in force at the time in question shall be added to all fees, prices and charges mentioned in these terms.
- 2.3. Changes in exchange rates and in customs duties, taxes and similar fees, as well as new similar fees, entitle 3M to an immediate price increase.

3. Payment and Security

- 3.1. The price shall be paid within 14 days from the date of invoice. Buyer must pay 18% penalty interest p.a. on delayed payment from the day payment was due to the day of payment. Cash discount is not granted.
- 3.2. 3M is entitled to demand Buyer to pay a part of or full purchase price in advance or give security for the unpaid price. If acceptable security has not been given within seven days from 3M's demand, 3M is entitled to cancel the purchase.

4. Delivery

- 4.1. Delivery to Finland shall take place according to Incoterms 2010 trade term DDP (delivered duty paid), unless otherwise provided by these terms. Delivery shall be made in accordance with transportation contract made by 3M.
- 4.2. For the orders of a lesser net value than 500 euros, 3M charges a handling fee of 50 euros and possible collecting charge, if applicable.

5. Time for Delivery and Delay

- 5.1. Time for delivery commences the day on which 3M has confirmed the order or received Buyer's confirmation on the offer. The day of delivery is the day on which 3M has placed the goods at Buyer's disposal in accordance with section 4.1. above. If Buyer, by increasing or altering his order, or in any other way, affects 3M's possibility of adhering to the agreed time for delivery, the said time shall be reasonably prolonged.
- 5.2. If a delivery or partial delivery is delayed for other reasons than those mentioned under section 9. below or for other reasons not attributable to Buyer, by more than one third of the agreed time for delivery, and at least by three weeks, Buyer is entitled to cancel the purchase to the extent it concerns the delayed delivery. Such cancellation shall be executed promptly in writing. Otherwise Buyer shall forfeit his right to refer to the cause of cancellation.
- 5.3. A delay in delivery entitles to compensation only if the parties have expressly agreed on this in writing.

6. Liability for Defects in Goods

- 6.1. 3M only guarantees the composition of the goods and those qualities, which have been expressly defined in the trade description, user's manual or on the notes on the packaging concerning the product in question. Buyer shall in his own information and marketing of the product use only 3M's updated material.
- 6.2. If the goods have been defective at the time of delivery from 3M to Buyer, 3M delivers at its own cost to Buyer goods that are free from defects, or alternatively reimburses Buyer for the price which has been paid for the defective goods. 3M shall not be liable for other damage or loss. Neither shall 3M be liable for personal injuries, damage on property which is not subject to the sales contract, loss of profit or other consequential damages unless otherwise stated in the mandatory provisions.

- 6.3. Notice of defect shall be given in accordance with section 7.3. below and the defected goods shall be returned to 3M in accordance with the instructions mentioned under section 8. below.

7. Notification

- 7.1. If Buyer notices at receipt of goods that the whole agreed amount has not been delivered, Buyer shall promptly notify 3M thereof. A specified written notice of the missing quantity shall be given to 3M within seven (7) days from receipt of delivery.
- 7.2. When delivering goods that are not stored but supplied against order (so called make-to-orders), 3M is entitled to exceed or fall short of the ordered amount by 10 percent.
- 7.3. Buyer shall give prompt written notice of any possible defect in the goods. A specified written notice of defects shall be given to 3M within thirty (30) days from receipt of delivery.
- 7.4. 3M is not liable for shortage in delivery, nor for defects in goods, unless Buyer has given notice thereof in accordance with sections 7.1. and 7.3. above.

8. Return of Goods

- 8.1. In case goods are defected or Buyer has been delivered inaccurate quantity of goods such goods shall not be returned before 3M has given the approval and instructions regarding the return. Goods returned without permission are not replaced or redeemed.
- 8.2. If the goods have been returned for reasons not attributable to Buyer, and in accordance with the instructions given by 3M, 3M shall bear all delivery costs and freight charges resulting from the return of goods. Otherwise Buyer shall bear said costs and charges.
- 8.3. The goods shall always be returned in an original package accompanied with either a copy of 3M's remittance or some other delivery list showing:
 - description of the goods
 - quantity returned
 - number and date of 3M's remittance or invoiceas well as following information:
 - name of the 3M employee who has approved the return
 - reason for the return.

9. Cases of Relief (force majeure)

3M shall not be liable, if the fulfillment of a delivery is prevented, hampered or delayed due to war, civil commotion, export and import prohibition, nature catastrophes, seizure of public traffic or energy distribution, labour disputes, or any other similar circumstance, which is beyond 3M's control and which hinders or prevents 3M's or its suppliers' activities.

10. Arbitration

Any dispute between 3M and Buyer, which arises out in connection with deliveries on which these general conditions are applied and interpretation of these general conditions, shall be settled by arbitration in accordance with the rules of the Board of Arbitration of the Central Chamber of Commerce in Finland. The parties may agree on leaving the dispute for the decision of a sole arbitrator. If the parties cannot agree on the members of the arbitral tribunal or the sole arbitrator, the said person shall be nominated by the Central Chamber of Commerce of Finland. The place of arbitration shall be Helsinki, Finland. The disputes shall be settled according to the laws of Finland. 3M is however always entitled to bring before a general court a demand for the purchase price, or for other payment, which is based on a delivery.