

3M Svenska AB — General Terms and Conditions

These General Terms and Conditions apply unless otherwise agreed in writing between 3M and the customer.

Orders, Prices etc.

1. An offer shall be binding for 3M for thirty (30) days from the date of the offer, unless otherwise stated in writing. No representations outside the offer or order confirmation shall be binding upon 3M unless confirmed in writing.
2. Any information on weight, measurement, capacity etc. in catalogues, prospects, folders etc. are estimates only and not binding unless explicitly referenced to in a written agreement. All technical data is provided subject to design modifications.
3. A change of customs, taxes or other official duties, which results in increased cost to 3M, entitles 3M to increase the offered or agreed price. On orders below a specific minimum value, a fee will be added, in accordance with what 3M at each point in time generally applies.
4. All prices are exclusive of V.A.T. and other taxes or official duties. The price is based upon the exchange rate stated in the offer for Swedish crowns compared to the foreign currency (-ies) noted in the offer or, if no such exchange rate is mentioned, the actual selling rate, at the date of the offer, for the foreign currency (-ies) stated in the offer, in accordance with the daily fix-rates (base rate) presented by the Swedish Bankers Association ("Bankföreningen"). If the selling rates (fix-rates) issued by the Swedish Bankers Association regarding the relevant currency on the day prior to the delivery (or partial delivery) date deviates from the above mentioned base-rate with more than 3 percentage units 3M is entitled to fully adjust the price accordingly.

Payment

5. Payment is due thirty (30) days from date of invoice. Any payments not made when due shall accrue interest from the due date until the date payment is made at a per annum rate equal to the official discount rate of the Swedish Central Bank ("Riksbanken") with an addition of 8 percentage units.
6. Any overdue payment exceeding two (2) weeks entitles 3M to cancel the agreement. In case of such cancellation the customer is obliged to return the products immediately.
7. 3M is entitled to request adequate security for any outstanding part of the purchase price until the purchase price has been fully paid. 3M is entitled to cancel the purchase if adequate security, in the opinion of 3M, is not presented immediately upon such request.

Transportation and Packing

8. 3M will handle packing and delivery of products to customer. Transportation and handling fees will be charged in accordance with 3M:s rates prevailing at the time of delivery. Any pallet cost will be charged separately to customer. If the customer request express delivery, e.g. express cargo, courier, airfreight, the customer is obliged to compensate 3M for the actual cost of transportation in addition to the handling charge. Special terms apply for delivery outside of Sweden. See Section 9 for terms related to responsibility during transportation.

Risk of loss of product

9. The risk of the product passes to the customer when 3M has delivered the product to the customer or the carrier has delivered it to the customer or, if delivery has been delayed due to circumstances related to the customer or causes for which the customer is responsible, when 3M has fulfilled its responsibilities as regards the delivery. Hence, 3M is responsible for damage that may occur to the product during transportation up to the point in time when the risk passes to the customer. If damage has occurred to the product during transportation the Customer shall notify 3M and observe 3M's terms for making complaints.

Delivery time etc.

10. The indicated delivery time starts at the execution date of the agreement, unless otherwise agreed in writing. The product is considered to be delivered when risk of loss and damage passes to the customer in accordance with Section 9.
11. If the delivery is delayed with more than 1/3 of the agreed delivery time, but not less than 3 weeks, and if the delay is due to 3M, the customer is entitled to cancel the agreement as regards the delayed delivery (or partial delivery) if the delay is of significant importance to the customer. The cancellation shall be presented in writing within one (1) week from the date the right to cancel occurred. This Section settles exhaustively the customer's right of cancellation due to delivery delay. Hence, the customer is not entitled to stipulate any additional period (Sw. "tilläggsstid") as is set out in the Swedish Sale of Goods Act, Section 25 (Sw. "25§ köplagen [1990:931]").
12. Any and all compensation for damages in relation to delayed delivery, or cancellation due to delivery delay, is subject to prior written agreement.
13. 3M is entitled to over-/under deliver 10 % of the agreed quantity of goods which is not in 3M stock but supplied on request.

Liability for faults

14. 3M is responsible for that product sold at the time of the passing of risk as stipulated in Section 9 will be free from faults and shortcomings in construction, material and manufacture. If the product is of the type requiring alignment or service, 3M is only responsible for faults remaining after such alignment or service has been carried out.
15. The responsibility of 3M is limited to faults or shortcomings existing at the time of the passing of risk as stipulated in Section 9 and which can be shown within thirty (30) days from that date. A standstill caused by the fault or shortcoming will not prolong this period.
16. The customer shall immediately after the discovery of the fault or shortcoming make a claim to 3M in the form of a detailed description of the fault or shortcoming. However, such claim must be presented to 3M no later than 7 days after the day the customer discovered or ought to have discovered the fault or shortcoming. The customer is not entitled to any compensation for any claim not in accordance with this Section.
17. After the receipt of a claim in accordance with Section 16, and approved by 3M, 3M will, at 3M:s option, accept the return of the faulty product and reimburse the customer an amount equal to the purchase price, or repair or replace the faulty product. 3M:s responsibility for products repaired or replaced under this Section is equal to its responsibility for the original product during a period of thirty (30) days.

18. 3M:s responsibility for faults or shortcomings of delivered products is limited to the above. The customer is not entitled to any other remedies, but the above, in relation to faults or shortcomings.

Indirect damages etc.

19. The customer is not entitled to, and 3M is not in any event liable to pay, compensation for damages which the delivered product has caused to other property or to persons or any other consequential damages, including but not limited to loss of profit, loss of production or any other indirect damages.
20. In the event 3M would be held liable for compensation to third party for fault or safety shortcomings under the stipulations of, as it is called, product liability, the customer shall fully indemnify 3M for all damages finally awarded or settlement agreed, including 3M:s costs in relation thereto, unless the damages caused by the fault or security shortcoming were due to gross negligence of 3M. 3M will give the customer notice of such claim and make it possible for the customer, if customer so wish, to influence the formulation of 3M:s statement of defense or the terms to a possible settlement with the person presenting the claim, provided the customer issues a security, acceptable to 3M, for any costs or damages which can be imposed upon 3M.

Retention of title

21. Products delivered shall remain the property of 3M until payment in full has been made for 3M receivables upon the customer.
22. It is incumbent upon the customer to take out an insurance with 3M as beneficiary for the delivered product(s). The insurance shall be valid from the day the risk passes to the customer up and until payment in full has been made in accordance with Section 21.

Intellectual Property Rights

23. Customer is obliged to immediately notify 3M of any claim from third party alleging that products delivered under this Agreement infringes intellectual property rights (patent, registered design, trademark or copyright) of a third party. Provided customer present such claim immediately and provided customer grants 3M sole authority to defend or settle the case, 3M undertakes, at 3M expense, to defend the case, or come to a settlement, with the third party whose intellectual property rights has been infringed by the product delivered under this Agreement.
24. If it is held that a product delivered under this Agreement has infringed third party intellectual property rights 3M shall, at his own expense, and at 3M:s option, obtain for the customer the right to continue using the product, replace or modify it so it becomes non-infringing or, in exchange for the return of the product, reimburse the price of the product. 3M is always entitled to deduct and the customer is obliged to pay an amount equal to the use of the product from the time of delivery to the claim was presented. If 3M has modified or developed a new product upon customer instructions or specifications, customer shall fully reimburse 3M for any and all costs and damages that might occur as a result of the modified or new product infringing third party intellectual property rights.

Force Majeure

25. If either party is prevented from performing under this Agreement due to force majeure the other party may not establish any sanctions for this reason. However, if the hindrance regards the customer's possibility to carry out payment 3M is entitled to withhold delivery of the product until payment has been effected. If the hindrance to effect payment last for more than four (4) weeks 3M is entitled to cancel the purchase.
26. The term "force majeure" means in this Agreement that the performance under the agreement is prevented, aggravated or delayed due to war, rebellion or riot, mobilization or unexpected call for military service of similar dimensions, requisition, seizure, exchange restrictions, export- or import restrictions, general scarcity of merchandise, shortage of transportation, labour conflict, restrictions on fuel and power, fire, fault or delayed deliveries from sub-contractors due to above causes, as well as any other circumstance beyond the control of the party.

Governing Law and Disputes

27. This agreement and any disputes hereunder shall be governed by Swedish law.
28. Any legal action relating to this Agreement and all legal relationships associated with it shall be decided by District Court of Stockholm as exclusive jurisdiction of first instance. However, 3M is entitled to turn to the district court or the Enforcement Service in the county or city where the customer has his legal domicile as regards claim for payment due.
29. The fact that a dispute has occurred does not exempt the customer to make payment due or to fulfil any other obligations under the agreement.

Miscellaneous

30. Either party's failure to enforce breach of this Agreement or to exercise its rights due to such breach shall not be deemed a waiver of such rights to enforce any future breach of agreement.
31. What is stated in this document as regards all matters contained is the full and exhaustive description of 3M:s responsibilities and the rights of the customer. As regards such matters dealt with the customer is not entitled to any other remedy or compensation.
32. Several manufacturing plants are ISO 9001 certified. However, in some cases 3M do deliver products from non-certified plants. We ask you to contact us for information on specific products.

26 January 2010