TERMS & CONDITIONS OF SALE for
3M AUSTRALIA PTY LIMITED and
3M PURIFICATION PTY LIMITED ("3M")

1. Order and Delivery Details

Orders are subject to acceptance by 3M in whole or in part. Any provisions in customers' orders which conflict with or are additional to these Terms and Conditions shall be excluded from contracts for supply.

Standard Orders

Orders received by 4pm (AEST) that have no special delivery/handling requirements will be dispatched on the next working day with the exception of SA which will be dispatched Monday, Wednesday & Friday.

Orders received electronically will not be subject to the minimum order value as specified in the 3M price list in effect at that time.

Split deliveries to different locations for single orders are not available.

Urgent Orders

Orders requiring urgent handling must be received by 1pm (AEST). Please contact your Customer Service Representative for further details.

Same Day Pickup Orders

Orders requiring same day pick up must be received by 11am (AEST). Please contact your Customer Service Representative for further details.

Drop Shipment Orders

Drop shipment orders to companies who are not wholly owned by 3M account customers are available at 3M's discretion and will incur a minimum handling fee specified in the 3M price list in effect at that time. Please contact your Customer Service Representative for further details.

2. Transportation

Freight paid into store is via cheapest route as selected by 3M. If other modes of transport are required, this 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 in accordance with clause 8(d) below.

3. Uncontrollable Events and Delays

While 3M will endeavour to adhere to stipulated delivery times, delay, however caused, will not entitle the customer to claim from 3M. In the case of delays caused by circumstances beyond the control of 3M or by the suppliers to 3M, 3M will have the right to either suspend deliveries without notice or to cancel the contract without liability.

4. Prices

All prices will be those in effect at the date of dispatch and unless otherwise expressly indicated such prices will include freight charges. Changes in pricing will be made due to such uncontrollable factors as devaluation of currency and/or variations to landed costs and/or increases in manufacturers' costs.

Distributors are under no obligation whatsoever to comply with the recommended selling prices contained in distributors price lists.

5. Manufacturer's costs

Any such additional costs will be passed on to the customer. All price changes will be made in compliance with the current applicable Government Regulations.

6. Credit Terms

Credit may be given to customers who have had their Credit Application on the prescribed form approved by 3M prior to ordering goods. Where credit is given, Payment Terms shall be as agreed in writing between 3M and the customer and accounts shall be settled in full on or by the agreed due date. In the event Payment Terms have not been agreed, 3M's Standard Payment Terms of full settlement of account on or by the last working day of the month following the month in which goods were purchased i.e. net 30 days shall apply. Any variations to Payment Terms must be authorised by 3M in writing.

Failure to pay an account on the due date entitles 3M to suspend delivery, refuse further orders and cancel any existing contract for supply without further notice. Credit may be withdrawn if customer exceeds the authorised credit limit.

Interest is chargeable on overdue balances at the rate of 2 per cent for the whole or part of each month during which such accounts are unpaid. The rate of interest may be varied from time to time by 3M giving written notice to the customer.

Customer may be required by 3M to give security and/or surety. 3M is entitled to recover all and any legal and other costs and expenses arising from the collection of any overdue monies.

3M is authorised to make all reasonable enquiries as to the creditworthiness and financial responsibility of a customer who has applied for and/or has been given credit including obtaining credit reports from credit reporting agencies from time to time.

7. Return Goods and Claims Procedure

The following specifies the conditions under which returned goods and claims for adjustment of account will be accepted by 3M:

a) Claims must be initiated by phone, fax, or mail. However telephone contact is preferred, this being the most timely and efficient method for both parties.

For all claims, contact 3M's Customer Service Department, the exception being claims regarding allegedly defective products, in which case the first point of contact should be the customer's regular 3M Sales Representative.

The unilateral deduction of unverified claim amounts from periodic remittances to 3M is a practice not consistent with this policy and procedure.

(b) Goods the subject of a claim must not be returned to 3M without prior agreement and the issue of a 3M Returned Goods Authorisation.

Provided the claim is within this policy, 3M will arrange for collection of the goods by its authorised carrier and will credit the customer's account

as soon as possible within the specific type of claim as noted below. If goods are returned without 3M Returned Goods Authorisation requests for credit may be rejected. 3M will not accept freight forward charges.

Credits issued prior to receipt of returned goods are done so in good faith conditional upon the following:

(i) the goods physically returned to 3M correspond to the goods described in the claim; and

(ii) with the exception of damaged or defective goods claims, the goods are in saleable condition and retain sufficient shelf life to enable 3M to offer the goods for sale under the standard shelf life policy applicable to such goods. The claim may be reversed or adjusted to the extent such conditions are not met.

(c) The standard notification period for claims is 30 days from invoice. Exceptions are noted below.

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

8. Policy Relating to Specific Types of Claim

(a) Errors attributable to 3M or its Carriers – Claims must be initiated within 30 days of invoice, quoting applicable invoice number(s).

(b) Ordering Errors and Other Returns Attributable to the customer

Standard Stock Items – Claims must be made within 30 days of invoice, quoting invoice number, and must meet the requirements and conditions specified in clause 7(b) (i) and (ii) above. Any handling or freight charges invoiced to the customer at time of supply will not be credited upon return of the goods. At its discretion, 3M may apply a handling and administration charge to the returned goods transaction. The charges applicable at any given time are specified in the 3M price lists in effect at that time.

Non Standard Items, i.e. products modified or converted from its original form by the customer (e.g. split, printed, die-cut, laminated etc.) or manufactured, acquired or imported to meet a specific order OR standard stock items purchased under special conditions specifically excluding return – These goods will not be accepted for return and credit under any circumstances unless subject to quality complaint, damage or warranty provisions as described in (d) and (e) below.

(c) Pricing Claims - Claims for credit based on incorrect pricing of goods, services or other 3M charges, must be made to 3M within 30 days of invoice date, quoting applicable invoice number(s).

(d) Goods Damaged, Lost in Transit or Short Delivered - Such claims must be made within 30 days of date of invoice, quoting invoice number. Damaged goods must not be returned to 3M without prior agreement. Within this policy, 3M will arrange for collection of the goods and credit the customer's account subject to clause 7(a) above. The processing of claims for goods lost in transit or short delivered will be subject to prior verification against delivery/receipt documentation maintained by 3M's carriers. Claims against goods received "subject to check" will not be accepted unless this practice has been specifically agreed between the parties in advance.

(e) Claims regarding allegedly Defective Products – Except where specific warranty provisions apply, claims alleging defective product must be made to 3M within 3 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 will define the period within which claims will be accepted. All goods alleged to be defective are subject to inspection by 3M's Sales Representatives and/or laboratory staff prior to acceptance of the claim. The initial point of contact for such claims is the customer's regular 3M Sales Representative. Where a claim is proven, credit will be given as soon as possible.

(f) The Return of Goods at the Instigation or Request of 3M – With the prior agreement of the customer, 3M will initiate the collection of subject goods and issue a credit upon verification of the quantities 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 the situation and will therefore be agreed in writing at the time of 3M's initial request.

(g) Rebates and Other Allowances – These claims must be submitted to 3M in writing and will be processed by 3M upon verification.

9. Property & Risk

Risk in the goods shall pass on delivery but legal and equitable title shall remain with 3M until it has received payment in full for those goods. Pending such payment the customer shall hold the goods as bailee for 3M and shall return the goods to 3M if so requested. Notwithstanding the foregoing, the customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate. The customer shall, if so required, identify the goods as belonging to 3M. All risks in respect of delivery will be borne by the customer from the time the goods cease to be within the actual legal possession of 3M or its agents.

10. Warranty Statement

(a) Customer's Rights – Customers should seek advice as to their rights. Any rights implied by statute that cannot be excluded restricted or modified are not affected by this procedure or by endorsements on the goods or packages. Subject to that, 3M's liability for the goods is limited to claims permitted under this procedure and to any express warranty given on the goods and liability for consequential loss including loss arising from negligence is hereby excluded. In cases where it is legally permitted, any remaining liability implied by statute is limited, at 3M's option, to repair or replacement of the goods.

(b) Distributor Obligations - A distributor must inform its customer that statutory rights may exist despite contrary endorsements on the goods or packages. The reseller must only limit its liability to its customers to the extent permitted by statute.

11. Use of the Company Name

The customer will not use the name of 3M or its logo in advertising, stationery, business cards or literature without the prior approval of 3M other than in the case of material supplied by 3M to the customer.

12. Personal Property Securities Act

(a) Security Interest – the customer acknowledges that:

(i) if (pursuant to clause 9 or otherwise) the customer sells or otherwise disposes of the goods before the purchase price of goods has been paid in accordance with this agreement, it does so as 3M's fiduciary agent and the Proceeds of such sale or other disposal are also property of 3M and are held by the customer on trust for 3M;

(ii) the retention of title in relation to goods which are supplied under this agreement gives rise to a Security Interest in the goods in favour of 3M being a Purchase Money Security Interest which payment of the purchase price for those goods; and

(iii) 3M's rights and interest in Proceeds derived from the goods also constitute a Security Interest in such Proceeds.

(b) Registration and verification statements

(i) 3M may, at the customer's expense, register any Security Interest granted under this agreement on the PPS Register in any manner it chooses. The customer must provide 3M with any information it requires for the purposes of effecting such registration.

(ii) For the purposes of section 157(3) of the PPSA, the customer irrevocably and unconditionally waives its right to receive any notice from 3M in connection with the registration of a Security Interest arising under this agreement.

(c) Further assurances – The customer agrees to take such steps as 3M reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this agreement, including by:

(i) obtaining and giving consents;

(ii) producing and providing receipts;

(iii) attending to the signing of documents or procuring the signing of documents;

(iv) facilitating the registration of any Security Interest on the PPS Register;

(v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and

(vi) facilitating the exercise of 3M's right in enforcing any Security Interest.

(d) No Accession or fixture – The customer agrees to ensure that unless otherwise agreed in writing by 3M:

(i) the goods do not become a fixture to any land;

(ii) the goods do not become an Accession to other goods; and

(iii) it takes such steps as 3M reasonably requires to prevent or remedy the affixation of the goods to any land or goods including by:

(A) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and

(B) detaching, or procuring the detachment of, the goods from any land or goods to which they become attached.

(e) Non-applicable provisions – 3M and the customer agree that for the purposes of section 115 of the PPSA, the following sections of the PPSA will not apply to any Relevant Collateral:

(i) Section 95 (notice by Secured Party of removal of Accession);
(ii) Section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
(iii) Section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
(iv) Section 130, to the extent that it requires 3M to give any notice to the customer (notice by Secured Party of disposal of Collateral);
(v) Section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
(vi) Section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period); and
(vii) Section135 (notice by Secured Party of retention of Collateral).

(f) Seizure – Without limitation to any other provision of this agreement, it is a default of the customer under this agreement for the purposes of section 123(1) of the PPSA if any person with a Security Interest in Relevant Collateral seizes or becomes entitled to seize that Relevant Collateral without the consent of 3M.

(g) Definitions

In this clause:
Accession has the meaning given in the PPSA.
Collateral has the meaning given in the PPSA.
PPSA means the Personal Property Securities Act 2009 (Cth).
PPS Lease has the meaning given in the PPSA.
PPS Register means the Personal Property Securities Register established under the PPSA.
Proceeds has the meaning given in the PPSA.
Purchase Money Security Interest has the meaning given in the PPSA.
Relevant Collateral means Collateral which is the subject of a Security Interest granted under this agreement.
Secured Party has the meaning given in the PPSA.
Security Interest has the meaning given in the PPSA.

13. Compliance

The customer will comply with all applicable trade laws and regulations and acknowledges that it is not authorized by 3M to purchase 3M products for end-use in Cuba, Iran, Sudan, Syria, and North Korea. The obligations of this clause are material provisions of these Terms and Conditions of Sale, shall apply to the customer and any and all of its subsidiaries, affiliates, and personnel, and shall survive the completion, early termination, cancellation, or expiration of these Terms and Conditions.

14. Variation of Agreement

All 3M sales are subject to these Terms and Conditions unless varied in writing by 3M. Any oral agreement which does not conform to these Terms and Conditions shall not be binding on 3M. 3M reserve the right to vary these Terms and Conditions upon giving not less than 30 days notice.

15. Governing Law

These Terms and Conditions of Sale shall be governed by the laws of the State of New South Wales.

Note: This document operates and should be read in conjunction with 3M price lists and other statements of terms and conditions of trade in effect at any given time.

Order and Delivery Conditions of Sale

3M Online

3M Customers can view product availability, pricing and order status online via 3M's Electronic Order Centre (EOC). Please contact your Customer Service Representative for further details

Handling and Administration Fees

Refer to clause 1 of the Terms and Conditions of Sale

Urgent Order

$45 in addition to any extra freight or courier costs

Drop Shipment

A $75 minimum fee is applicable

Returned Goods

10% of the value of the goods or $45 (whichever is the greatest)

All charges will be applied at 3M's discretion