

This Purchase Order is subject to the following terms and conditions, and shall become a binding contract, upon Seller's acceptance thereof by sending a copy of this Purchase Order with your signature to Solventum, or commencement of performance. In case of no acceptance, it should be advised to us prior the dispatch of the goods.

These terms and conditions will be the only ones to apply in the relationship between both parts, buyer and seller, irrespective of the supplier's own conditions.

## PURCHASE ORDERS TERMS AND CONDITIONS

### 1. - PURCHASE ORDER VALIDITY AND SELLER'S ACCEPTANCE

- 1.1 Only an official Purchase Order showing P. Order number and signature of the Purchasing Department will commit Solventum for the works or goods covered by it.
- 1.2 Buyer will consider all conditions and terms stated in Solventum Purchase Orders as accepted by the seller, if any written modification is not received in Solventum Portugal Purchasing Department, in 48 hours' time after reception of our Purchase Order.

### 2. - PRICES AND PAYMENTS

- 2.1 If prices are not shown in our Purchase Order, they will not be higher than the last ones applied, and in any case, they should be the lowest currently in effect.
- 2.2 Unless different terms are specified in our Purchase Orders, normal payment method is bank transfer to 20 days invoice date with 2% discount or 60 days invoice date without discount.

### 3. - DATA AND PATENT INFRINGEMENT

- 3.1 The supplier is formally committed to not disclose, during and after the execution of our purchase orders, all information related to them such as formulas, specifications, designs, drawings and any other information furnished by Solventum, and in general, all the information concerning its supplies to our Company.
- 3.2 Seller agrees to indemnify buyer and hold it harmless from and against all liability, loss, damage, and expense, including reasonable counsel fees, resulting from any actual or claimed trademark patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by our P. Orders, and such obligation shall survive acceptance of the goods and payment therefore by the buyer.

### 4. - PACKAGING, DELIVERY AND ACCEPTANCE

- 4.1 No charges for packages or freights will be accepted unless it has been previously authorized by Solventum.
- 4.2 All goods, wrappers and containers must bear markings and labels required by applicable laws and regulations for the protection and safety of persons and property.
- 4.3 The acceptance of the goods and services is subject to the receiving inspection. Buyer reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, or descriptions. Acceptance of any part of the orders, even if payment has been already done, shall not bind buyer to accept future shipment, nor deprive it of the right to return goods already accepted.
- 4.4 Buyer reserves the right to cancel any Purchase order if it is not delivered or executed within the period offered or accepted by seller.
- 4.5 Except in case of buyer's written acceptance, any modification made by seller of out conditions or terms herein showed or stated in our purchase orders, may cause the cancellation of the purchase order, being this cancellation subject to all legal effects.
- 4.6 Acceptance of all or any part of the goods shall not be deemed to be waiver of buyers right either to cancel or to return all or any portion of the goods because of failure to conform to the order or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs and loss of profit or other special damages occasioned to the buyer. Such rights shall be in addition to any other remedies provided by law.
- 4.7 Solventum Portugal, Lda. may penalize each week of delay in the delivery of the order with an amount of 7/P % of the value of the goods delivered out of time, being P the delivery period offered or accepted by seller, expressed in weeks. 30 days months and 6 days weeks will be considered. Three or more days periods will be considered as a whole week.

### 5. - COMPLIANCE AND JURISDICTION

- 5.1 All Products and packaging supplied to Solventum under this purchase order must comply fully with agreed specifications and all legal requirements including environmental, health and safety requirements ("Laws"). Supplier warrants that the products do not contain substances prohibited by Laws and that any restricted substances including substances covered by REACH contained in the products will not exceed the relevant concentration values permitted by Laws. Supplier shall notify Solventum in advance of the exact concentration of each restricted substance in each product and packaging ordered and the occurrence of other substances requiring disclosure to governmental bodies, customers and /or recyclers. Solventum is entitled to refuse the acceptance of any delivery that is not in accordance with the specification and/or legal requirements.
- 5.2 Seller will develop its business in strict compliance with applicable regulations. Refrain from any action, in person or by proxy, that would be a criminal offense of bribery of public officials or private individuals.  
Should Solventum had indications that the supplier has failed to fulfill the obligations described in this clause Solventum may, without prejudice to other remedies permitted by Law, suspend until the completion of research undertaken or terminate the effectiveness of commercial agreement with the supplier, without generating any of this right to claim for any damages that this action may cause. Likewise, the supplier declares the validity and disposition of the legally required licenses for the development of its activity.
- 5.3 In accordance with Privacy Data Protection law, the privacy data collected by Solventum in the contract as well as those arising from the contractual relationship shall be included in the files "Manage", in order to maintain the business relationship, and "Integrity assessment and financial risk", with the aim to know and evaluate the degree of compliance of the Solventum Code of Conduct, both owned by Solventum Portugal Lda, with address in with address in Edificio Office Oriente, Rua do Mar da China, n.º3, Piso 3 A, 1990-138 Lisbon. Through international data transfers, Solventum can share its information with any of Solventum's subsidiaries around the world, whose activities are directly related to the core activity of Solventum (please visit [www.Solventum.com](http://www.Solventum.com)). To exercise your right of access to your privacy data please read our privacy policy: : [Partners and suppliers information | Solventum](#)
- 5.4 Any legal conflict relative to Solventum Purchase Orders will be only under the jurisdiction of Lisbon Courts.

### INSTRUCTIONS

- Verbal or phone orders shall only be accepted when the corresponding purchase order number is given.
- Send a copy of this Purchase Order, reflecting shipping date, with your signature and stamp, back to Solventum Spain, Purchasing Department within 48 hours from the reception of purchase order.
- Freight classification of the goods should be done in such a way that the lowest transport fees are applicable.
- Deliveries should be consigned to Solventum Portugal Lda, c/o the Custom Agent shown on each order.
- Other special instructions concerning documents and shipping requirements are shown on our Purchase order forms.