

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 Spain 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 at 60 days after invoice date.
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 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 España, S.L. 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 The supplier undertakes to carry out its commercial activities in strict compliance with the national and international regulations and legislation that is applicable to the activities forming the scope of the contract and these terms and conditions at all times, including the Spanish Penal Code and any other anti-corruption regulations, as well as competition law. In particular, it will refrain from any conduct, by itself or through an intermediary, that could constitute a private or public corruption offence, including improper bribery and facilitation payments. It undertakes to conduct its operations in accordance with the highest requirements of integrity, business ethics and good practices, following the provisions of the Solventum España Supplier Responsibility Code, accessible from the suppliers section of the Solventum website: [Partners and suppliers information | Solventum](#) The supplier will refrain from promoting, participating or collaborating in any act or conduct that may violate the regulations referred to in this clause ("applicable regulations"). Solventum España may occasionally carry out or commission audits of the supplier or verify, in accordance with objective criteria, that it complies with this clause.
 - 5.3 In the event that Solventum España is in the possession of signs that the supplier, its managers, administrators, employees, representatives or dependents are in breach of their obligations or of the applicable regulations that may generate joint and several, secondary liability or other direct actions or reputational damage against Solventum España, and as soon as it becomes aware of such circumstances, Solventum España may suspend the contractual relationship with the supplier at its discretion and, in any case, until the end of the

investigations carried out to verify such breaches, or temporarily or permanently terminate the effectiveness of commercial relations with the supplier, without this generating any right of the supplier to claim for any damages that these measures may cause. The supplier hereby warrants the existence and validity of the legally required license to perform its activity.

- 5.4 In accordance with the provisions of the applicable data protection regulations, the personal data collected in the contract, these terms and conditions and those arising from the commercial relationship will be processed by Solventum España, S.L., with Tax ID No. B-28078020 and address in Madrid, at Calle Juan Ignacio Luca de Tena 19-25, 28027, and email privacy_EU@mmm.com. The data will be processed for the purpose of (i) executing the contract and the terms and conditions, based on contractual execution; and (ii) maintaining commercial and professional relationships, in line with the legitimate interest of Solventum España. Solventum España will retain personal data while the contract, these terms and conditions or commercial and professional relationships are in force and, once terminated, to the extent that any liability may be incurred. Only third parties legally or contractually linked to Solventum España may access personal data. Through international data transfers, Solventum España may share the supplier's information with any of Solventum's subsidiaries worldwide, whose activities are directly related to the company's main activity (see page www.Solventum.com) for internal administrative purposes. These companies may be located in countries that may not have equivalent data protection legislation, so Solventum guarantees that it has previously implemented the safeguards and guarantees provided for in current data protection regulations. Data subjects may exercise, under the terms provided for by current regulations, their rights of access, rectification or erasure, restriction or objection to data processing, as well as the right of portability, by written communication to the addresses in this clause, and file a claim with the competent supervisory authority.
- 5.5 For any question related to the interpretation or application of this contract, the parties will be governed by common Spanish Law and subject to the jurisdiction of the Courts and Tribunals of the city of Madrid, waiving any other jurisdiction that may exist.

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 España, S.L., c/o the Custom Agent shown on each order.
- Other special instructions concerning documents and shipping requirements are shown on our Purchase order forms.