

GENERAL TERMS AND CONDITIONS OF SALE

This General Terms and Conditions of Sale ("GTC") apply to the sale of Solventum products ("Products") by any Solventum affiliate, including at least the below Solventum Companies ("Seller") to customer ("Customer") in India ("Territory"). Solventum and Buyer are collectively referred to as "Parties" and individually as a "Party."

Solventum Companies in the Territory:
KCI Medical India Private Limited

This GTC states the terms and conditions by which Buyer will purchase identified Solventum products/goods for shipment to India locations.

1. **Orders:** Seller shall not be bound by any condition attached to the purchase order or an acknowledgement of receipt of a purchase order, unless expressly accepted by the Seller in writing. Except with the consent in writing of the Seller, the order accepted by the Seller may not be cancelled or modified by the Buyer. No variation to these GTC shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.
2. **Prices and Taxes:** Prices indicated in the purchase order are considered as exclusive of taxes. Taxes as applicable under the relevant laws at the time of invoice shall be charged. Unless the Buyer has a written supply agreement with the Seller to the contrary:
 - (a) Seller reserves the right to change prices and/or otherwise pass on cost increases to the Buyer at any time and will use reasonable efforts to provide at least 30 days' notice. Revised prices may apply to all orders shipped after the effective date of the price change. For clarity, blanket orders and orders specifying future dated shipments may also be billed at the pricing in effect on the date of shipment.
 - (b) Regardless of any automated order acknowledgement, Seller reserves the right to amend any purchase order within 30 days of its receipt by notifying to the Buyer in writing. There shall be no cancellation of any order accepted by the Seller unless otherwise agreed by Seller in writing.
 - (c) Unless otherwise expressly indicated, prices are exclusive of all taxes, delivery charges, insurance, duties and associated expenses, which will be charged to the Buyer (as applicable).
 - (d) Seller will endeavour, but offers no guarantee, to meet Buyers requested delivery date (as applicable) and Seller will keep the Buyer updated on the expected shipment dates. In any event, Buyer acknowledge and accept that orders of products impacted by supply constraint, force majeure or equivalent events outside of Seller's control, and/or other changed circumstances, may not be available for shipment.
 - (e) Any and all terms and conditions from the Buyer, including without limitation, price, delivery time, and other customer requirements, are hereby rejected to the fullest extent permitted by law.
3. **Payment Terms:** Payment shall be made as per the terms stated on the Invoice. Seller reserves its right to suspend any future delivery if any invoices remain unpaid wholly or in part if the account exceed the authorized credit limit. Seller shall charge interest at 2% per month on overdue amount from the due date until receipt of the full payment. The Buyer shall not deduct and/or make short payment without express written consent from Seller finance personnel. Approved

adjustments if any shall be settled through credit notes only.

4. Invoice discrepancies: Buyer shall forthwith notify Seller, about invoice discrepancies, if any, within 5 days from the date of receipt by the Buyer, post which Buyer shall have no claim against Seller and Seller shall not entertain any discrepancy in invoice including any loss of tax credit that may have to be incurred by the Buyer. **Any claim on Seller for visible shortage or damage of goods against this invoice should be notified to Seller within 48 hours of delivery of the goods via email at kccustomer@solventum.com along with transporter's LR POD (Lorry Receipt Proof of Delivery) copy bearing relevant remarks and estimated value of the loss. Additionally, Buyer to report the errors with Solventum Customer Service representative at the corporate office and send an email to kccustomer@solventum.com with full details and supporting documents. Buyer shall be solely responsible and fully liable for any claims made after 48 hours of delivery.**

5. Breach and Termination: No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and the Buyer shall indemnify the Seller in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of any cancellation. Without prejudice to any rights or remedies Seller may have under these GTC and unless otherwise stated in the definitive agreements between the parties Seller may, by written notice to Buyer, terminate with immediate effect any agreement, or any part thereof, without any liability whatsoever, if (a) Buyer fails to make payment for any goods to Seller when due; (b) Buyer fails to accept conforming goods supplied hereunder; (c) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer; or (d) Buyer violates or breaches any of the provisions of these GTC. Upon occurrence of any of the events referred herein, all payments to be made by Buyer under the Agreement shall become immediately due and payable.

6. Delivery: The mode of and carrier for delivery of goods within India shall be selected by Seller. The Seller shall be entitled to deliver the goods at the address notified by the Buyer and Seller's delivery record shall be prima facie proof of delivery of the goods to the Buyer. While Seller will endeavor to adhere to stipulated delivery schedule, any delay, however caused will not entitle the Buyer to claim any damages of any nature from Seller. Seller shall not be responsible for any claims arising from delivery of the goods through a Buyer nominated carrier. If the Goods are to be manufactured or any process is to be applied to the goods by the Seller in accordance with a specification submitted by the Buyer the Buyer shall indemnify the Seller against all loss damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim of infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

7. Packaging & Labeling: The Buyer shall not remove, destroy, alter, tamper or modify the packaging and/or the declarations on the goods supplied by the Seller.

8. Return of Goods: (a) Any goods to be returned by Buyer to Seller must be pre-authorized by Seller representative via a Return Goods Authorization (RGA). All pre-authorized return goods to be shipped back to the originally supplied warehouse along with necessary documents as stated in the Seller Goods Return Policy. On receipt of goods returned by Buyer, Seller team shall verify the goods and shall deal as per Seller's Goods Return Policy and Seller Credit Policy. (b) The Buyer shall be solely responsible for any loss of GST (Goods and Service Tax) to Seller due to defective or inadequate or delayed documentation by the Buyer while returning the goods or delayed/inaccurate uploading of the information on GST portal by the Buyer. The Buyer undertakes to fully indemnify the Seller for any loss, claim or liability suffered or incurred by Seller as a result of the Buyer's actions or inactions or any non-compliance under the GST Laws or any other laws time being in force. Seller's Goods Return Policy and Seller Credit Policy is available on request.

9. Confidentiality and IP: Seller shall retain title to and possession of all designs, trademarks, and all intellectual property of its goods. Except for non-confidential documentation provided to Buyer for distribution with a corresponding product, Buyer acknowledges that all technical, commercial, and financial information (including without limitation any source code) disclosed to Buyer by Seller is the confidential information of Seller. The buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transactions contemplated herein.

10. Warranty: Seller makes no warranties, either express or otherwise, except to the extent that the goods supplied carry standard manufacturer warranty, if any, applicable to the goods. In the event of any defect in the goods supplied by the Seller, the Buyer shall immediately and without delay notify the Seller in writing. Seller shall have no obligations for breach of warranty if the alleged defect or non-conformance is found to have occurred as a result of: environmental or stress testing, misuse, neglect, improper installation, accident, improper repair, alteration, modification, improper storage, improper transportation or improper handling of the goods, after the risk of loss in the goods has passed to Buyer and additionally the Seller shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Buyer and the Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alternation or repair of the Goods without the Seller's approval. To the extent permitted by statute, the liability, if any, shall be at the Seller's option and limited to: i) replacement or resupply of the goods by the Seller; or ii) refund of cost of the effected goods. Except where prohibited by law, in no event shall Seller be liable to Buyer or any party for any indirect, special, exemplary, incidental or consequential loss of any kind whatsoever however caused, arising out of or in connection with the goods supplied herein and notwithstanding anything to the contrary in any documents, purchase orders etc, Sellers aggregate liability under this GTC shall be limited to the amounts paid by Buyer to the Seller in the immediately preceding twelve (12) months under this GTC giving rise to such claims. Any claim by the Buyer which is based on any defect in the quality or condition of the goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 30 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered In accordance with the Contract.

THE EXPRESS WARRANTY GRANTED ABOVE SHALL EXTEND DIRECTLY TO BUYER AND NOT TO BUYER'S CUSTOMERS, AGENTS OR REPRESENTATIVES. THE EXPRESS WARRANTY GRANTED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ALL OTHER WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY SELLER. Subject to the limitations of liability mentioned above, the foregoing states the entire liability of Seller in connection with defective or non-conforming goods supplied hereunder.

11. Force Majeure: The Seller shall be excused from performing its obligations under this GTC if its performance is delayed or prevented by any Force Majeure Event that cannot be mitigated by the reasonable actions of Seller or by the suppliers of Seller. "Force Majeure Event" shall mean effects that are beyond the reasonable control of, the Seller affected by the event: war or civil war (whether declared or undeclared) or armed conflict, invasion and acts of foreign enemies, blockades and embargoes; any act, or credible threat, of terrorism; lightning, earthquake or extraordinary storm or weather conditions; nuclear, chemical or biological contamination; explosion, fire and flooding, epidemic/ pandemic or actions taken by Seller to address stewardship or regulatory concerns. Seller shall have the right to either suspend deliveries without notice or to cancel the order without liability on Seller.

12. **Compliance with Laws:** Each party hereto represents that it is duly authorized to enter into these GTC and represents that with respect to its performance hereunder, it will comply with all applicable central, state and local laws, including, but not limited to those pertaining to the export or import controls or restrictions of other applicable jurisdictions.

13. **Disputes:** Any disputes in relation to this GTC or the invoice and the goods supplied hereunder shall be, if not resolved by the parties, referred to arbitration at "Arbitration Centre – Karnataka" established by Hon'ble High Court of Karnataka. The arbitration will be conducted in accordance with the Arbitration & Conciliation Act, 1996 by a sole arbitrator wherein the seat and venue for arbitration shall be Bengaluru. The courts in Bengaluru shall have exclusive jurisdiction over all issues relating to the GTC.

14. **PFAS.** Notwithstanding any other provision in this GTC, Seller may, without any liability whatsoever, suspend the supply and/or sale of products containing, or manufactured with the aid of, per- and polyfluoroalkyl substances ("PFAS") (if applicable) at any time, and/or Seller may substitute such PFAS products with reformulated products to remove the use of PFAS at Seller's election, subject to giving 30 days' notice prior to such suspension or substitution.