

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

1. General

- 1.1 The General Terms and Conditions of Sale and Delivery apply to all offers and quotations of KCI Europe Holding B.V. or KCI Medical B.V. (hereinafter referred to as "**Solventum**"), to all agreements concluded with Solventum, as well as to any extensions thereof or follow-up agreements between the parties. By placing an order, the Buyer accepts the applicability of the most recent version of these terms and conditions. The applicability of the general terms and conditions used by the Buyer is expressly rejected by Solventum. In the absence of a separate contract, or where a contract is silent, the Solventum Terms and Conditions of Sale as published at solventum.com/terms-of-sale shall govern the relationship.
- 1.2 "Buyer": means any (legal) person who has concluded or wishes to conclude an agreement with Solventum.
- 1.3 These terms and conditions apply both to goods and services delivered by Solventum. Where applicable, "goods" should be read as "services".
- 1.4 Solventum is entitled to change the General Terms and Conditions of Sale and Delivery from time to time. The most recent version can be found at solventum.com/terms-of-sale.

2. Offers

- 2.1 All offers of Solventum are non-binding and an offer may be revoked or changed at any time by Solventum.
- 2.2 Price lists, brochures and other information provided to the Buyer, such as delivery times, are stated as accurately as possible, but are only indicative and are never binding. The Buyer cannot derive any rights from this, unless explicitly stated otherwise in writing.
- 2.3 Each offer is based on the execution of the agreement by Solventum under normal circumstances and during normal working hours.
- 2.4 Verbal commitments of Solventum and its subordinates never bind Solventum, unless confirmed in writing by a duly authorized person within Solventum.

3. Agreements

- 3.1 The agreement is concluded when Solventum has confirmed an order from Buyer in writing at the latest within 8 days after receipt, or if Solventum starts with the execution.
- 3.2 Messages sent electronically are considered to have reached Solventum after Solventum has demonstrably become aware of the content. Orders delivered electronically are binding on Buyer without Solventum having to confirm them.
- 3.3 Any additions or changes to the agreement only bind Solventum if they have been confirmed in writing by Solventum. Solventum is under no circumstances obliged to accept orders from Buyer.
- 3.4 Unless otherwise instructed by Solventum, Buyer will provide Solventum with a non-binding rolling forecast of product purchase needs for the following three months in order to facilitate Solventum's production planning. In the event of an exceptional order, the parties may agree on a delivery plan with extended lead times.
- 3.5 Solventum is entitled to increase or decrease agreed quantities by a maximum of 10% in connection with standard packaging and/or minimum quantities, without Solventum becoming liable to pay damages to Buyer in any way. The Buyer is obliged to purchase and pay for the quantity actually delivered by Solventum.
- 3.6 Solventum has the right to suspend, change or terminate any agreement with Buyer with immediate effect, if the acceptance, processing and / or execution of the order or agreement could constitute a violation of applicable national and / or international laws, treaties and / or regulations. Buyer expressly waives its right to file any claim with Solventum that is in any way related to such refusal or termination by Solventum.

4. Prices

- 4.1 Unless otherwise agreed in writing, prices quoted by Solventum exclusive of VAT, other applicable government charges and packaging. Prices quoted are indicative only.
- 4.2 Solventum reserves the right to change prices and/or apply a surcharge at any time and will use reasonable efforts to provide at least 30 days' notice, which notice may be provided by electronic means. Solventum further reserves the right to re-price existing

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

- purchase orders, including those placed during the notice period, and to limit or cancel orders placed in excess of the average monthly order volume. Revised prices may apply to orders shipped after notification 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. If during the notice period orders are placed in excess of the average monthly order volume the communicated new price will be applied to those orders or the order may be limited in volume or cancelled by Solventum.
- 4.3 If after the date of conclusion of the agreement one or more of the cost factors increase – even if this occurs as a result of foreseeable circumstances – Solventum is entitled to increase the agreed price accordingly.
- 4.4 Any assembly or installation work is always at the expense of the Buyer, unless expressly agreed otherwise and in writing with the Buyer.
- 4.5 Solventum is entitled to charge the Buyer separately for additional work performed by it. All that is delivered or provided to goods by Solventum in consultation with the Buyer is considered to be additional work that exceeds the quantities agreed in the agreement or confirmation.

5. Products

- 5.1 Many factors beyond Solventum's control and which are solely within the knowledge and control of Buyer and/or the user may affect the use and performance of a Solventum product in a particular application. As a result, the Buyer is solely responsible for evaluating the product and determining whether it is appropriate and appropriate for the customer's application or design, including conducting a workplace hazard assessment and studying all applicable regulations and standards. Failure to properly assess, select and use a Solventum product in accordance with all applicable instructions and appropriate safety equipment, or failure to comply with all applicable safety regulations may result in injury, illness, death and/or property damage.
- 5.2 Solventum is not obliged to continue to make all or part of its product range available. Solventum may in the ordinary course of business adjust its product offering, make product modifications, and Solventum will not be obligated to continue to make all or any of the products available and shall not be liable towards Buyer in case of any changes. Solventum will use reasonable commercial efforts to supply Buyer with the products ordered, but does not commit to precise delivery dates.
- 5.3 Buyer will advertise and promote Solventum products in a manner consistent with Solventum product literature, including marketing collateral and technical data sheets. Buyer will not misrepresent or disparage products, other Solventum products, or Solventum. If Buyer makes any claims or offers any representations, warranties, or remedies that differ from those stated by Solventum, then Buyer assumes full responsibility for such claims, representations, warranties, and remedies, and shall indemnify Solventum for any third party claims related thereto.

6. Delivery time, Delivery and Risk

- 6.1 The delivery time starts running once: i) the agreement has been concluded, ii) the Buyer has provided the documents and data, permits, etc. required for the execution of the agreement to Solventum and iii) Solventum has received what according to the agreement must be paid by the Buyer in advance before the start thereof.
- 6.2 Unless expressly agreed otherwise in writing, stated delivery times can never be regarded as a fixed deadline. Except for intent or gross negligence on the part of Solventum, exceeding the delivery time does not entitle the Buyer to (full or partial) dissolution of the agreement, nor shall Solventum be liable for any costs, fines, penalties, or other charges related to late delivery, including but not limited to delays in customs clearance or government actions.
- 6.3 An automatically generated order confirmation does not imply any confirmation or guarantee that orders or products can be supplied.
- 6.4 Solventum is entitled to deliver in parts, without the Buyer being entitled to suspend its payment obligations towards Solventum in whole or in part.
- 6.5 Products are delivered in accordance with the following Incoterm: CIP destination, Incoterms 2020.

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

6.6 transfer of the risk occurs in accordance with the Incoterm stated in clause 6.5.

6.7 The Buyer is obliged to accept receipt of the products. If goods have not been accepted by Buyer after the expiry of the delivery period, Solventum will, if possible, store the products at Buyers expense and risk. After four weeks, Solventum is authorized to sell or scrap the goods. Any lower yield and costs will be borne by the Buyer, without prejudice to the other rights of Solventum.

7. Transport

The method of transport, shipment, packaging, etc. is determined by Solventum. Any specific wishes of the Buyer with regard to transport, shipping, packaging, etc. may be carried out if Buyer accepts to bear the additional costs thereof and requires consent from Solventum.

8. Force Majeure

8.1 "Force majeure" is understood to mean any circumstances beyond the control of Solventum as a result of which performance of the agreement by Solventum is not or will not be (entirely) possible without a shortcoming, regardless of whether these circumstances could already have been foreseen at the time of the conclusion of the agreement. Such circumstances include – but are not limited to – war, danger of war, riots, strikes, workers' exclusion, transport constraints, government restrictions, natural disasters and epidemics and pandemics, energy shortages or supply constraints of energy, fire and/or any other serious disruptions in the business of Solventum or its suppliers. Solventum has the right to invoke force majeure if the circumstance that constitutes the force majeure occurs after the performance should have been delivered by Solventum.

8.2 In the event of force majeure, Solventum is never liable for (direct or indirect) damage suffered by Buyer, all this in the broadest sense of the word.

8.3 In the event of temporary force majeure, the obligations of Solventum, insofar as they are affected by the force majeure, are suspended, including the right to suspend deliveries for the duration of the force majeure without liability. In the event of permanent force majeure, which exists in the event of a force majeure situation of more than 60 calendar days, Solventum is entitled to cancel open orders affected by the force majeure event, and either party may terminate the agreement and/or the outstanding orders, insofar as it is affected by the force majeure, without being obliged to pay any compensation.

9. Liability

9.1 Solventum warrants that the products meet the product specifications of Solventum at the time of delivery in accordance with article 6.5. Solventum makes no other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and has no design responsibility for the customer's application or use of the products. The obligations of Solventum as a result of an attributable shortcoming, or on the basis of any other legal basis, are at the discretion of Solventum limited to (free of charge) repair of the defect, replacement of the defective good and/or the re-performance of the services provided, or to the reimbursement of the amounts received in connection with the defective performance of the Buyer, in which case the agreement counts as dissolved insofar as it concerns the defective performance. Other costs, including for transport and/or (de)assembly are not eligible for reimbursement, unless explicitly agreed otherwise.

9.2 Notwithstanding the foregoing, Solventum's liability shall never exceed the amount of the payment received by Solventum from its liability insurer in connection with the defective performance, unlawful act or any other legal basis.

9.3 Under no circumstances is Solventum liable for consequential or indirect damage, including, among other things, delay damage, loss of profit and/or loss of goodwill, except insofar as Solventum's liability insurer reimburses such damage.

9.4 Solventum will not be able to invoke the limitations of its liability included in this article if and insofar as the damage of the Buyer is the result of intent or gross negligence on the part of Solventum.

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

- 9.5 Claims from Buyer which are in any way related to the agreement, such as, but not limited to, claims based on breach of contract or unlawful act, expire 1 year after the occurrence of the facts that form the basis of the claims.
- 9.6 Buyer indemnifies Solventum against all claims of third parties arising from or in connection with Solventum's performance of the agreement.
- 9.7 Except where otherwise provided in the agreement, Solventum will have no obligation or responsibility to Buyer if this agreement is terminated. Solventum will not owe any compensation or indemnification of any kind to Buyer if this agreement is terminated. If Solventum has a return of goods policy in effect at the time of termination, Solventum may at its option, repurchase the products in accordance with that policy. Either party can terminate this agreement without cause on thirty (30) days written notice to the other party.

10. Complaints

- 10.1 Buyer must inspect the delivered goods for any visible defects immediately after receipt or carry out this inspection after notification that the goods are at the disposal of the Buyer. Any visible defects must be stated immediately on the invoice and/or transport documents and reported to Solventum in writing within five days, including the reference of the dispatch note, failing which the right to complain will expire.
- 10.2 Complaints with regard to non-visible defects in the delivered goods must be reported in writing by the Buyer to Solventum within five days of their discovery, failing which these no longer have to be processed by Solventum in this regard. For complaints regarding non-visible defects, a complaint period of 3 months after delivery applies, after which the right to file a complaint will expire.
- 10.3 After the expiry of the periods referred to in this article, the Buyer is deemed to have approved the delivered goods or the relevant invoice and all rights of the Buyer in this respect have lapsed.
- 10.4 Buyer must, pending the investigation to be carried out by Solventum, keep the goods in its possession or, if Solventum so requests, return them to Solventum. The return is at the risk and expense of Buyer, unless explicitly agreed otherwise.
- 10.5 Solventum is not liable for defects that are the result of normal wear and tear, incorrect use and / or abuse of the delivered goods or use thereof that does not correspond to good care.

11. Confidentiality

Each party undertakes that it shall not at any time disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other party. Notwithstanding the foregoing, Solventum may share confidential information with other Solventum entities. Each party may disclose the other party's confidential information to those of its employees, officers, representatives or advisers who need to know that information for the purpose of carrying out the party's obligations under this agreement and as may be required by law, court order or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives and advisers to whom it discloses the other party's confidential information comply with the confidentiality obligation in this clause. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement, unless otherwise agreed in writing. The provisions of this clause shall apply during the term of the agreement and for a period of two years after termination. Solventum may disclose the agreement's existence and terms at any time to any third party which in Solventum's opinion has a legitimate need to know such information.

12. (Extended) Retention of Title

- 12.1 Solventum retains the ownership of all goods delivered to the Buyer and still to be delivered until the (purchase) price – including all related amounts, such as VAT, interest and costs – for these goods has been paid in full. If Solventum provides services for the Buyer in the context of this agreement, the retained ownership also applies until Buyer has paid the amounts due in full. The reserved

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

ownership also applies to claims that Solventum may obtain against buyer due to buyer's failure to fulfil one or more of its obligations towards Solventum under the agreement.

- 12.2 Solventum also retains the ownership of all goods delivered to buyer and yet to be delivered until the buyer has fully fulfilled all obligations arising from previous and future agreements with Solventum.
- 12.3 If the Buyer fails to comply with its payment obligations, or Solventum has good reason to fear that it may fail in those obligations, Solventum is entitled to take back the goods delivered under retention of title without judicial intervention. The Buyer is obliged to provide Solventum with unhindered access and all cooperation in order to enable the exercise of this right and to ensure that goods on which Solventum's property right rests are properly insured.
- 12.4 All goods delivered by Solventum to Buyer are deemed to have been delivered on unpaid invoices. After repossession, the Buyer will be credited for the market value of the returned goods. Withdrawal does not affect the further rights of Solventum related to the shortcoming of the Buyer.

13. Payment

- 13.1 Payment of the (purchase) price to Solventum must be made within 30 days after the invoice date, without any form of deduction or set-off. Only payments made by Electronic Funds Transfer (EFT/EDI) will be accepted. Payment of additional work must be made as soon as this has been charged to the Buyer. Any invoices paid beyond the invoice due date are delinquent and may be subject to penalties, including interest and collection costs. Unauthorized deductions from invoice payments (deducting against or delaying payment of invoices for any reason) are prohibited and shall trigger penalties. Solventum has the right to withhold any earned incentives to offset any unauthorized deductions. Payments made by credit card will not be eligible for incentives.
- 13.2 Solventum is at all times entitled, before (further) performance, to demand security from the Buyer for compliance with its obligations, including pre-payment. Any right of suspension or right to set-off by the Buyer is expressly excluded.

14 Interest and costs

- 14.1 If payment has not been made within the period referred to in Article 12 (Payment), the Buyer shall be in default by operation of law and shall owe statutory commercial interest on the outstanding amount from the due date.
- 14.2 All extrajudicial and judicial collection costs will be borne by the Buyer, to be set at a minimum of 15% of the amount owed by the Buyer.

15 Intellectual Property

Solventum grants Buyer permission to make limited use of "Solventum," and other trademarks and names that pertain to the Products (collectively "Marks"), to designate the Products' source, but such use shall not in any manner imply that Buyer is owned by, or a part of, Solventum. Buyer acknowledges that Solventum is the exclusive owner or licensee of the Marks and that all use shall inure to the benefit of Solventum only and agrees not to claim rights in, contest, or put into issue the validity, enforceability, or ownership of the Marks at any time. Buyer shall not do anything to impair or infringe Solventum's rights in and to the Marks or do anything that would tarnish, disparage or lessen the distinctive qualities or value of the Marks. Buyer shall ensure that any use of the Marks, including on Buyer websites, brochures, catalogues, and advertising, is proper and complies with the Solventum Corporate Brand and Identity Guidelines and any other instructions from Solventum, which shall include proper trademark markings (e.g., the ® or ™ symbols), descriptors following the Marks, and a trademark attribution statement. Upon request of Solventum, Buyer must promptly furnish to Solventum representative samples showing the use of the Marks by Buyer. Buyer shall make no other use of any of the Marks beyond the limited use permitted by this paragraph, and shall not use or seek to register any of the Marks or similar term(s) or device(s) that could cause a likelihood of confusion with, or dilute the distinctive qualities of, or otherwise infringe Solventum's rights in and to the Marks, including in any business, trade, or product name, domain name, social media username, or any other type of name, trademark, service mark, or any other type of mark. Buyer will immediately transfer to Solventum any infringing domain names or social media names obtained or

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

controlled by Buyer, its employees, or agents. Upon termination or expiration of the agreement, Buyer shall immediately (i) cease all use of the Marks, and (ii) take all action necessary to remove the Marks from all places and means (including any online locations) where Buyer has used the Marks. Buyer shall give Solventum prompt notice of any known or presumed infringements of the Marks, and Buyer shall give Solventum full cooperation in the protection of the Marks. Solventum shall have sole discretion in determining what action, if any, to take against third parties relating to the Marks. Any violation of this paragraph shall be cause for immediate termination of the Contract.

16 Personal Data

With regard to the personal data (i.e. information about an identified or identifiable person, hereinafter "Personal Data") of Buyer that are processed in the context of the sale of Solventum products and/or services, each party acts as an independent controller within the meaning of applicable data protection laws and processes such data solely for purposes related to this agreement in compliance with applicable data protection laws, including providing any required notices to its personnel. This agreement does not constitute a data processing agreement. If during cooperation one party processes personal data on behalf of the other, the parties shall conclude a separate data processing agreement. Solventum reserves the right to amend this section of the contract unilaterally by written notice as required to comply with applicable laws or regulatory requirements. Further information on how Solventum processes personal data and the rights of data subjects can be found in the Solventum Privacy Policy (solventum.com/privacy), which the Buyer declares to acknowledge.

17 Compliance

- 17.1 Buyer represents, warrants and covenants that Buyer and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives ("Representatives") will perform all of Buyer's obligations under this agreement in full compliance with all applicable laws and regulations, including anti-bribery, tax, money laundering, competition, trade, environmental, transportation, safety, health, and employment laws. Buyer will follow Solventum's Code of Conduct and ensure its actions do not cause Solventum to violate any law. Buyer must promptly notify Solventum of any actual or suspected non-compliance. Buyer will ensure its Representatives understand these compliance obligations and complete any training requested by Solventum. Solventum may audit Buyer's compliance during the agreement and for five years thereafter, with reasonable notice. Buyer will provide access to records and personnel. Audit costs will be borne by Solventum. Solventum may suspend performance if it suspects a breach, without liability for resulting losses. Solventum may terminate this agreement immediately for any compliance breach, without liability. Buyer will maintain accurate records for eight years after the agreement ends and implement adequate financial controls. Buyer will provide compliance certifications upon request.
- 17.2 Buyer represents and warrants that it holds all applicable licenses and other credentials to distribute the products. Buyer shall sell products in their original packaging and is not permitted to make any changes or modifications to the product's labeling or instructions for use without prior approval from Solventum. Buyer shall establish, document, and maintain quality systems per applicable standards and regulatory requirements and ensure that personnel have adequate education, experience, and training to perform job functions. Buyer is responsible for disposal of returned, damaged or expired products under its possession and shall retain data for disposed products. Buyer is responsible for notifying Solventum immediately, but no later than one (1) business day, of any adverse event or medical/alleged injury event, and for reporting other customer complaints related to product quality within two (2) business days. Buyer shall cooperate fully with Solventum in complaint investigations and provide all requested information in a timely manner. Buyer shall permit regulatory authorities to inspect facilities at which the product is received, handled, stored, distributed and related records, and shall notify Solventum in writing of any regulatory audit within 24 hours of notification by the regulatory authority.

18 Export Control Trade Compliance

The Buyer understands and acknowledges that any products and/or services supplied by Solventum under these General Terms of Sale are subject to regulations that may prohibit the sale, supply, transfer, export or re-export of these products and/or services to certain countries, territories or parties. The purchaser undertakes to (i) comply at all times with all applicable import and export regulations, and (ii) not take or omit any action that would cause a violation of the applicable import and/or export regulations by Solventum. In case of resale of any products

General Terms and Conditions of Sale

KCI Europe Holding B.V.

KCI Medical B.V.

supplied by Solventum, the purchaser shall be solely responsible to check if there are further restrictions under applicable trade regulations with regard to an intended resale and to apply for any authorizations that may be required in this respect. The purchaser shall further indemnify and keep Solventum (and any of its affiliates) indemnified from and against, and shall compensate and reimburse Solventum for, all damages, costs or losses, including reasonable attorney's fees, and reimburse Solventum any penalties imposed on Solventum by any governmental body, court or entity as a result of any violation by the purchaser of any applicable trade regulations and/or related requirements. The purchaser represents that it is not a restricted or sanctioned party and undertakes not to sell, transfer, export, re-export, or otherwise make available products to any restricted parties, countries, or territories, including but not limited to Russia or Belarus. The purchaser undertakes to provide an annual compliance certification and, upon request, a list of end customers to Solventum. Any breach of these obligations entitles Solventum to immediate termination of the agreement.

19 Miscellaneous

19.1 If any provision of these terms and conditions should prove to be null and void or non-binding, this shall not affect the validity or binding nature of the other provisions of these terms and conditions.

19.2 Solventum is entitled to transfer or assign its rights and obligations arising from the agreement to an affiliate or spun company of Solventum, or to a third party. Buyer may not assign its rights or delegate its duties under this agreement without Solventum's prior written consent. Solventum expressly reserves the right to terminate this agreement upon notice on (a) the sale of all or substantially all of the stock of Buyer, or (b) the sale or transfer of the entire business or substantially all the assets of Buyer.

19.3 Buyer shall only sell and distribute the products within the EEA, UK and Switzerland. Any sale or distribution outside of such territory is prohibited unless expressly authorized in writing by Solventum.

19.4 Buyer agrees that the official language of communication between Solventum and Buyer regarding their contractual relationship and the sale and purchase of Solventum products shall be English. All communications and notices from Solventum to Buyer under the agreement and/or related to the contractual relationship or the sale of Solventum products may be done via email. Buyer shall ensure Solventum has a valid email address of an authorized recipient from Buyer. An email is deemed to be received two hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

20 **Electronic Signature.** The parties agree that acceptance in electronic form shall constitute an adequate and acceptable form of signature and shall signify acceptance of the terms and conditions of this agreement in the same manner as a hand-written signature.

21 Applicable law and dispute resolution

21.1 Dutch law applies to all offers, agreements and the execution thereof, with the express exclusion of the applicability of the Vienna Sales Convention.

21.2 In the event of a dispute between the parties, the parties will try to resolve this dispute in good mutual consultation. If this does not resolve the dispute, any party is entitled to submit the dispute to the court in The Hague, which will have exclusive jurisdiction to take cognizance of disputes between the parties, without prejudice to Solventum's right to bring a dispute before another court.

KCI Europe Holding B.V.

KCI Medical B.V.