

Purchase Order Terms - Australia

(07/25)

These terms (“Terms”) are incorporated in any purchase order (“Order”) for goods and other deliverables (referred to as “Goods”) and services (“Services”) issued by KCI Medical Australia Pty Limited or Solventum Operations Pty Limited (“Solventum”) to the supplier providing the Goods and/or Services identified in that Order (“Seller”), except to the extent any Terms conflict with a written agreement between Solventum and Seller (the “Parties”), or other written terms Solventum has provided to Seller, that specifically cover that transaction.

1. SCOPE. Seller has accepted an Order (including these Terms) if Seller gives a verbal, written or electronic acknowledgment of, or initiates performance under, that Order. By accepting an Order, Seller’s acceptance is limited to the Order’s terms (which include these Terms). No additional or conflicting term in any Seller acknowledgment, invoice, bid, proposal, or other documentation is binding on Solventum, unless Solventum specifically agreed to it in writing. All Goods and Services will be delivered to Solventum in strict conformance with any packaging, product and/or service standards, specifications, and other requirements provided by Solventum or approved in writing by Solventum (the “Requirements”).
2. DELIVERY. Unless otherwise stated in the Order, all Goods will be shipped freight collect or freight prepaid, provided that Goods shipped internationally are sold FCA (Incoterms 2010) destination. If Seller is responsible for shipping Goods, Seller will ship Goods via the most economical route and in a single shipment. Seller will deliver all Goods and Services within the time period stated in the Order, unless Solventum specifies a longer, or the Parties agree to a shorter, time period. Seller will make no charge for any packing, crating, storage, insurance, shipping, or delivery expense, unless authorized in the Order. Seller will pay any excess costs due to failure to follow Solventum’s shipping instructions. If Seller delivers any Goods amount other than that stated in the Order without Solventum’s prior written consent, Solventum may return any of that delivery, at Seller’s expense. Solventum’s determination of the Goods count and weight is conclusive, unless Seller encloses a packing slip stating a different amount.
TIME IS OF THE ESSENCE FOR ALL ORDERS.
3. PRICES AND PAYMENT. Goods and Services will be delivered to Solventum for the price stated in the Order. Unless the Order states different payment terms, payments are net 90 days to be paid in Australian dollars. Solventum’s payments may be adjusted for Seller’s errors, defects or non-compliance with the Order (including these Terms). Each invoice must relate to only one Order and be issued and dated no earlier than the date of delivery of the Goods and Services and within 30 days from such delivery date. Each Seller invoice and all related documents (such as packaging lists, bills of lading, freight bills and correspondence) must include: (a) Order number; (b) applicable Order line item number(s) and unit of measure; and (c) Solventum’s identification number (if provided by Solventum). Seller warrants that the prices being paid by Solventum are not affected by collusion or any other anti-competitive activity. Solventum may, at its option and on notice to Seller, convert any of its ordering, purchasing, and payment methods to be electronically enabled and Seller will, at its expense: (a) provide any necessary electronic data interface for the technology’s implementation; and (b) use the applicable electronic method designated by Solventum.
4. ORDER CHANGE, SUSPENSION OR CANCELLATION.
 - 4.1 Solventum may change an Order by giving electronic notice to Seller prior to shipment of the applicable Goods or performance of the Services. If any Order change causes an adjustment in price or delivery date, the Parties will make an equitable adjustment and modify an Order, accordingly, provided that Seller gives Solventum notice of that adjustment claim within three business days after receipt of Solventum’s Order change notice. Solventum may require Seller to suspend all or part of Seller’s performance under an Order for up to twelve consecutive calendar months. Seller will suspend performance and resume performance, as directed by Solventum. If any Order suspension causes an adjustment in price, the Parties will make an equitable adjustment and modify an Order accordingly, provided that Seller gives Solventum notice of that adjustment claim within three business days after receipt of Solventum’s Order suspension notice.

4.2 Solventum may cancel an Order, without cause, at any time by electronic or written notice to Seller, but if Solventum's notice of cancellation is issued less than five days prior to a scheduled Goods delivery date or Services performance date, then Seller will be entitled to reimbursement for: (a) if Goods, any unique raw materials that cannot be returned to Seller's supplier or sold to other Seller customer(s) and are necessary to provide those Goods due on that delivery date; or (b) if Services, the fees for those Services completed prior to the termination and Seller's actual, out-of-pocket expenses paid to third parties that are not refundable and were reasonably necessary to provide those Services. If Seller fails to comply with all of an Order's Terms or admits its inability to meet its financial obligations, or it otherwise becomes apparent that Seller will not be able to fulfill its obligations under that Order due to Unavoidable Delay or other cause, then Solventum may cancel an Order at any time by electronic or written notice to Seller without any liability of any kind to Seller, in addition to any other legal or equitable remedies Solventum may have.

5. TRADEMARKS. Seller will use a Solventum trademark, tradename, or corporate logo ("Solventum Mark") only if required by the Requirements. Seller will, at Solventum's direction, return to Solventum or destroy all materials containing a Solventum Mark. While Seller is providing Goods and/or Services for Solventum and at any time thereafter, Seller will not use Solventum's name or Solventum Mark in any manner, including promotional or advertising materials, or otherwise assert affiliation with Solventum or a Solventum affiliate, except with Solventum's prior written consent in each instance.

6. SOLVENTUM MATERIAL & SOLVENTUM EQUIPMENT. Solventum owns any materials Solventum provides to Seller, including, without limitation, raw materials, databases, or documents ("Solventum Material") and any tooling or other equipment that Solventum provides to Seller or for which Solventum reimburses Seller ("Solventum Equipment"). Seller authorizes Solventum to file UCC financing statements and other documentation without Seller's signature to acknowledge Solventum's ownership of these items. Seller will not sell, pledge, transfer or remove from Seller's facility any Solventum Material or Solventum Equipment. Seller will use all Solventum Material and Solventum Equipment solely to perform its obligations under Orders and for no other purpose. Seller will not alter any Solventum Equipment. Seller will use its best efforts to maintain the security and confidentiality of all Solventum Material and Solventum Equipment. Seller has all risk of loss or damage to Solventum Equipment and Solventum Material, and will, at Solventum's request, immediately restore or replace any damaged or lost. Promptly on Solventum's request, Seller will return to Solventum all Solventum Equipment and unused Solventum Material in their original condition, except for reasonable wear, with Solventum liable only for crating and shipping costs. Seller will maintain all Solventum Equipment in a safe and proper condition and indemnify Solventum for, and defend it against, all claims arising out of Seller's use of Solventum Equipment. If the Parties establish Solventum Material loss allowances, Seller will reimburse Solventum for any excess losses, at Solventum's delivered cost to Seller. Seller will inspect Solventum Material that will be incorporated into Goods and promptly inform Solventum of any non-compliance with the Requirements.

7. WARRANTIES & REMEDIES.

7.1 In addition to all implied and express warranties available under the Uniform Commercial Code ("UCC") and/or these Terms, Seller warrants that: (a) all Goods and Services will be free from any encumbrance and conform to all Requirements and the applicable Order; (b) all Goods will be without any defect in design (except to the extent designed by Solventum), manufacture, processing, materials and workmanship; (c) all Goods will be made or processed, and all Services will be performed, in compliance with all laws applicable to Seller and its business in accordance with Section 8. Seller also warrants that: (a) Seller has the expertise, and resources to perform its obligations under any Order (including these Terms); (b) no Good or Service infringes on any third party's intellectual property rights; and (c) Seller has no third-party obligations that conflict in any way with Seller's obligations under these Terms.

7.2 In addition to all available remedies, Solventum may reject any Goods or Services not meeting Seller's warranties, and: (a) obtain substitutes and offset, or require Seller to reimburse Solventum for, all additional costs associated with the substitutes; or (b) require Seller, at Solventum's option, to either replace the affected Goods or re-perform the affected Services without charge, or to reimburse Solventum that Good's price, plus any Solventum Material's delivered cost, or that Service's price. Solventum may, but is not obligated to, inspect or test Goods and Services at Solventum's premises, Seller's premises or those of any Seller subcontractor performing under an Order. Solventum's acceptance of delivery, inspection, or payment for any Good or Service does not waive any of Seller's warranties or other obligations. Seller will use its best efforts to assist Solventum in investigation of, and corrective action for, Solventum customer complaints related to the Goods and/or Services.

8. COMPLIANCE WITH LAWS & SUPPLIER RESPONSIBILITY.

8.1 Seller will comply with all applicable laws and regulatory requirements in the performance of its obligations. In addition, Seller will comply with any additional requirements found at <https://www.solventum.com/en-us/home/our-company/partners-suppliers/>, including but not limited to the Solventum Supplier Responsibility Code, as modified by Solventum from time-to-time in its sole discretion.

8.2 Seller warrants that all Seller employees, agents, and subcontractors ("Seller Personnel") performing any of Seller's obligations under an Order will have employment authorization that complies with all applicable Laws. On Solventum's request, Seller will provide Solventum with all documentation and information Solventum requires to conduct an export control license assessment relating to Seller

Personnel. If Solventum determines that an export license is needed for certain Seller Personnel, Solventum may, in its discretion, pursue that export license or instruct Seller not to use that Seller Personnel to perform Seller's obligations under an Order.

8.3 Seller will comply with applicable national and international anti-bribery rules, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and applicable EU, OECD and Council of Europe anti-bribery rules. Seller will not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of (a) influencing any act or decision of any government official or political party (or candidate thereof) (collectively, "Officials"); (b) inducing an Official to do or omit to do any act in violation of the lawful duty of that Official; or (c) inducing an Official to use influence with a non-U.S. government or instrumentality to facilitate Seller's performance of its obligations under any Order. Seller and its affiliates must at all times keep complete and accurate books and records. All records and information that Seller provides to Solventum pertaining to the performance of each Order must be complete and accurate.

9. CONFIDENTIAL INFORMATION.

9.1 The term: (a) "products" as used only in this Section 9 means all products manufactured or sold by or for Solventum or services performed for Solventum, including the Goods and Services; and (b) "Solventum Confidential Information" means information or tangible materials, whether or not designated by Solventum as confidential, pertaining to: (i) product development, design, formulations, composition, research and development, or specifications; (ii) product manufacturing techniques, rates or quantities; (iii) equipment used to make products; (iv) any other aspects of Solventum's business relating to products and services, including without limitation marketing, sales, customers and non-public financial data; (v) all Orders placed by Solventum; and (vi) the Parties' relationship.

9.2 Seller will: (a) keep all Solventum Confidential Information confidential; (b) use Solventum Confidential Information only as necessary to perform Seller's obligations under the Order; and (c) ensure that its employees, agents, and Solventum approved subcontractors abide by these confidentiality obligations. If Seller receives any tangible materials constituting Solventum Confidential Information, then Seller will return those to Solventum, on Solventum's request or at the end of the applicable Order. Solventum Confidential Information does not include information that is: (a) available to the public in any publication; (b) known to Seller prior to its receipt from Solventum as evidenced by Seller's written records; or (c) available to Seller from another source without breach of any agreement or violation of law. If required by judicial or administrative process to disclose Solventum Confidential Information, Seller agrees to promptly give Solventum notice, allow Solventum reasonable time to oppose such process, and seek to have the third party treat the information confidentially to the extent legally permissible.

10. PERSONAL INFORMATION. "Personal Information" means information about a particular individual that, on its own or in combination with other information, identifies an individual, in any form and any media. Seller may access, collect, or process Personal Information during its performance under an Order. Seller will keep all that Personal Information confidential, use it only as necessary to perform Seller's obligations under an Order, and promptly notify Solventum of any judicial process that might require its disclosure. Seller will, at Solventum's option, either return or destroy all that Personal Information on Solventum's request. In addition, Seller will: (a) create, obtain, process and use Personal Information only in compliance with all applicable laws; (b) restrict access to Personal Information to only those Seller employees as is necessary to perform Seller's obligations under an Order; (c) ensure that all Seller employees with such access have obligations as strict as Seller's obligations under this Section and have been informed of those obligations; (d) use security measures to protect all Personal Information from unauthorized access, use, disclosure, alteration or destruction; (e) maintain any records that include Personal Information in accurate and current form; (f) on Solventum's request, provide reasonable assistance with updating, correcting, verifying, and providing individuals with access to their Personal Information related to an Order; and (g) promptly notify Solventum if any unauthorized person accesses, uses, or discloses any Personal Information related to an Order, or if any individual requests access to, correction of, or revokes consent for, Personal Information related to an Order.

11. PRODUCTION DISCONTINUATION. Prior to Seller's discontinuing the manufacture or sale of any Good identified in any Order issued by Solventum during the preceding twelve months: (a) Seller will fill all current Orders for that Good; (b) Seller will give Solventum at least six months' prior written notice of that discontinuation; and (c) Solventum will have the right to issue a last-time buy Order for, and Seller will deliver, that discontinued Good at its then-current price in an amount up to Solventum's largest twelve-month purchase volume (based on Orders issued).

12. INDEMNIFICATION & INSURANCE. Seller will indemnify, defend, and hold harmless Solventum, its affiliates, and their successors, assigns, officers, directors, employees, and agents for, from and against any claim, liability, loss, damage, lien, judgment, duty, fine, civil penalty and cost, including attorneys' fees and litigation expenses, arising out of: (a) Seller's failure to comply with any of its obligations under an Order (including these Terms), which may include, without limitation, those relating to a resulting Good recall or other reasonable action Solventum takes regarding any such failure; and (b) claims arising out of handling, packaging, labeling, storage, treatment, removal, transportation, and disposal of any waste material at any Seller site or related to the Goods under any laws. These indemnities do not affect any other Solventum remedies. Seller will maintain liability, property damage, and other insurance to protect Solventum from all the foregoing risks, and will, on request, supply certificates evidencing this coverage.

13. ENGINEERING CHANGE. An Engineering Change is a mechanical, electrical, material, process, formulation, or location change that could affect the Good's safety, performance, cost, reliability, appearance, materials (including source of supply), or composition. Unless the Parties have otherwise agreed to a more stringent communication process, either Party may request an Engineering Change, but it will occur only if the Parties agree in writing as to the implementation date, any resulting impact to the Requirements, cost savings, or other outcomes.

14. UNAVOIDABLE DELAY. If a Party cannot perform its obligations, in whole or in part, under an Order as a result of civil or military authority, war, flood, fire, epidemic, or other condition or cause beyond its reasonable control and not related to its fault or negligence (an "Unavoidable Delay"), that Party will be excused from that performance during the Unavoidable Delay to the extent that performance is prevented or delayed. If Seller has an Unavoidable Delay, Solventum may modify or terminate any Orders on notice to Seller without liability to Seller. During a Seller Unavoidable Delay, Seller will allocate any available Goods as is fair and reasonable. Unavoidable Delay will not include: (a) any labor dispute; (b) non-performance by Seller's supplier; or (c) any delay preventable by Seller moving the affected Goods to an alternate Solventum-approved Seller facility.

15. SELLER WAIVER OF DAMAGES. SOLVENTUM WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO GOODS, SERVICES, AN ORDER, OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE DAMAGES ARE SOUGHT.

16. DISPUTE RESOLUTION. Any claim or dispute arising from, or relating to, a Good, Service, or an Order (including these Terms): (a) will be governed by the laws of the State of New South Wales, Australia, without regard to its conflicts of law provisions; and (b) must only be litigated in a federal or state court of competent jurisdiction in New South Wales, Australia. Each Party will bear its own costs in dispute resolution, except that if a Party commences litigation, the losing Party in that litigation will pay all the prevailing Party's attorneys' fees, court costs, and other expenses related to that litigation. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not govern an Order. All negotiations will be conducted in English, and all documents, including all Orders, will be written in English.

17. NOTICES. Unless otherwise stated in these Terms, any permitted or required notice must be in writing and personally delivered, including via any internationally recognized overnight service: (a) to Solventum at: Level 3, Building A, 1 Rivett Road, North Ryde, NSW, Australia, Attention: General Counsel; and (b) to Seller at the address to which the applicable Order was sent. Notice of a Party's address change will be given as stated above.

18. GENERAL TERMS. Reference in these Terms to laws includes all federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules ordinances and directives of any government. Each Order (including these Terms) is the Parties' final and complete agreement, and it terminates all their prior written or oral agreements and understandings as to that Order's subject matter except: (a) for any additional Seller obligations in a Bidding Participation Agreement; and (b) no Order is intended to terminate or supersede any existing confidentiality or intellectual property agreement by the Parties, including, without limitation, a General Supplier & Patent Agreement or Supplier Agreement or any written agreement between the Parties that specifically covers the Order or other written terms Solventum has provided to Seller, that specifically covers that Order. All these Terms including, without limitation, those relating to safety, regulatory compliance, warranty, insurance, indemnification, confidentiality, will survive an Order's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run. A Party's failure(s) to insist on strict performance, or to exercise its rights, under an Order, does not waive subsequent compliance with that Order. All Solventum rights and remedies under an Order are cumulative, and in addition to any other rights and remedies provided in law or equity. Seller may not assign an Order or any of its rights or obligations under an Order, including, without limitation, any subcontracting ("Assignment"), without Solventum's prior written consent. No purported Assignment by Seller is binding on Solventum without its written consent. No Solventum consent to a Seller Assignment relieves Seller of any obligations under an Order, and Seller will ensure that any full assignee assumes all of Seller's obligations under these Terms and that any subcontractor is bound by terms as stringent as these Terms. Except as otherwise provided in these Terms, an Order may only be modified by a written document signed by the Parties' authorized representatives.