

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 Customer 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 Customer 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 Customer. No variation to these GTC shall be binding unless agreed in writing between the authorized representatives of the Customer 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 Customer 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 Customer 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 Customer 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 Customer (as applicable).
 - (d) Seller will endeavour, but offers no guarantee, to meet Customers requested delivery date (as applicable) and Seller will keep the Customer updated on the expected shipment dates. In any event, Customer 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 Customer, 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 or 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 Customer 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:** Customer shall forthwith notify Seller, about invoice discrepancies, if any, within 5 days from the date of receipt by the Customer, post which Customer 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 Customer. **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 kcicustomercare.in@solventum.com along with transporter's LR POD (Lorry Receipt Proof of Delivery) copy bearing relevant remarks and estimated value of the loss. Additionally, Customer to report the errors with Solventum Customer Service representative at the corporate office and send an email to kcicustomercare.in@solventum.com with full details and supporting documents.**

Customer 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 Customer except with the agreement in writing of the Seller and the Customer 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 Customer, terminate with immediate effect any agreement, or any part thereof, without any liability whatsoever, if (a) Customer fails to make payment for any goods to Seller when due;(b) Customer fails to accept conforming goods supplied hereunder;(c) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Customer, whether filed or instituted by Customer, voluntary or involuntary, a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or (d) Customer 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 Customer 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 Customer and Seller's delivery record shall be prima facie proof of delivery of the goods to the Customer. While Seller will endeavor to adhere to stipulated delivery schedule, any delay, however caused will not entitle the Customer 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 Customer 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 Customer the Customer 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 Customer's specification.

7. Packaging & Labeling: The Customer 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 Customer 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 Customer, Seller team shall verify the goods and shall deal as per Seller's Goods Return Policy and Seller Credit Policy. (b) The Customer 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 Customer while returning the goods or delayed/inaccurate uploading of the information on GST portal by the Customer. The Customer undertakes to fully indemnify the Seller for any loss, claim or liability suffered or incurred by Seller as a result of the Customer'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 Customer for distribution with a corresponding product, Customer acknowledges that all technical, commercial, and financial information (including without limitation any source code) disclosed to Customer by Seller is the confidential information of Seller. The Customer 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 Customer 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 Customer 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 Customer 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 alteration 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 Customer 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, Seller's aggregate liability under this GTC shall be limited to the amounts paid by Customer to the Seller in the immediately preceding twelve (12) months under this GTC giving rise to such claims. Any claim by the Customer 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 Customer) 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 Customer does not notify the Seller accordingly, the Customer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Customer 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 CUSTOMER AND NOT TO CUSTOMER'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. **Privacy:** Customer consents to the processing of personal data by Solventum, if any, to (a) provide services to Customer, (b) fulfill its obligations pursuant to these terms and conditions of sale, (c) fulfill associated administrative functions, (d) manage marketing and client relationship purposes and for any purposes permitted by law and in accordance with Solventum's privacy policy. A copy of Solventum's privacy policy shall be provided on Customer's request. Consent to the processing of personal data is not a condition to the provision of products by Solventum (save where it is reasonable or necessary to the performance of such provision of products). In this regard, the term "processing" shall include, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of personal data. Customer further consents to receive from Solventum unsolicited commercial information by electronic means.

12. **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, civil unrest, invasion and acts of foreign enemies, blockades and embargoes; any act, or credible threat, of terrorism; pandemic; 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.

13. Trade Compliance

Customer will comply with all applicable trade laws and regulations affecting Solventum products, including applicable U.S. and local laws and regulations. Customer will not directly or indirectly sell, export, re-export, or transfer Solventum products (1) to the Crimea region, Cuba, Iran, Syria or North Korea, or in violation of any other applicable economic sanctions or trade embargoes; (2) for use in activities involving nuclear, chemical, or biological weapons, safeguarded and unsafeguarded nuclear materials, missiles, space launch vehicles, unmanned aerial vehicles, or maritime nuclear propulsion; or (3) to any third parties in violation of restrictions imposed under applicable laws and regulations. Customer shall be responsible and hold Solventum harmless from and indemnify Solventum from any losses arising from any and all obligations, costs, expenses, losses fines or penalties, which arise due to the export, re-export, or transfer of Solventum's products. The obligations of this section are material provisions of these terms and conditions of sale and/or Orders, shall apply to Customer and any and all of its subsidiaries, affiliates, personnel, and third parties acting on its behalf, and shall survive the completion, early termination, cancellation, or expiration of these terms and conditions of sale.

14. Compliance with Laws

Customer is responsible for the products after delivery by Solventum. Customer will comply with all international, national, state and local laws, regulations and rulings that apply to Customer and its use and resale of the products, as well as comply with the standard industry practice for the installation and use of the products. It is Solventum policy to comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all applicable local laws where Solventum operates, and to accurately reflect all transactions on Solventum's books and records. Customers who act on Solventum's behalf must comply with these same laws and practices. If requested by Solventum, Customer shall furnish relevant business conduct information and certifications of compliance. Otherwise Solventum reserves the right not to accept Orders from such Customers.

15. 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.

16. 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. On December 20, 2022, Solventum announced its decision to discontinue manufacturing all PFAS products, including but not limited to fluoropolymers, fluorinated fluids, and PFAS-based additive products, by the end of 2025. Solventum intends to help facilitate an orderly transition for its customers, however, the planned exit is not intended to enable the building of an inventory stockpile for our customers or channel partners. Solventum cannot guarantee availability of these products or offer last time buys as part of the planned discontinuation.

17. Whole Agreement and Variation of Agreement

Solventum reserves the right to change these terms and conditions of sale at any time by providing at least thirty (30) days prior written notice to Customer. These terms and conditions of sale set out the whole of the terms and conditions of sale between Solventum and the Customer except to the extent that any variation of the terms is confirmed in writing by Solventum. If any part, term or provision contained herein shall be held illegal or unenforceable, the validity or enforceability of the remainder of these terms and conditions of sale shall not be affected.

18. Confidentiality

Except as required by applicable law or with the prior written consent of Solventum, Customer shall maintain the confidentiality of any information disclosed to it during the effectiveness of these terms and conditions of sale.

19. Waiver

If either party waives any breach of these terms and conditions of sale by the other party, that waiver shall not be deemed to be a waiver of future compliance.