

# **SOLVENTUM TERMS AND CONDITIONS OF SALE**

## **1. Definition**

In these terms and conditions of sale, unless the context otherwise requires:

“Customer” means the person or company named in the quotation, order acknowledgement form, proforma or tax invoice issued by Solventum, as the case may be (and in the case of an individual, his executors, administrators and assigns and in the case of a company, its successors and assigns).

“Solventum” means the Solventum entity named in the quotation, order acknowledgement form, proforma or tax invoice issued by Solventum, as the case may be.

## **2. Acceptance**

These terms and conditions of sale shall apply to the relationship between Solventum and Customer in connection with purchase orders (“Order” or “Orders”) placed by Customer and sales of finished product by Solventum to Customer except as otherwise agreed or amended in writing by the parties through distributor agreements, sale agreements, Solventum quotations or otherwise agreed in writing. In such cases, to the extent that there is any conflict, the terms in the distributor agreements, sales agreements, Solventum quotations or otherwise agreed in writing shall apply.

## **3. Orders**

Orders are subject to acceptance by Solventum in whole or in part. An Order receiving a written Solventum order confirmation (“Order Confirmation”) with an estimated delivery date will be considered as accepted by Solventum. An Order Confirmation with an “In Review” statement, or an acknowledgment of receipt of purchase order, does not constitute acceptance of such purchase order by Solventum. Solventum reserves the right to apply a minimum order quantity and/or value for the products. Unless otherwise agreed in writing by the parties, any provisions in Customer’s Orders or communication which conflict with or are additional to these terms and conditions of sale shall not be applicable to any sales or supply of products and these terms and conditions of sale shall prevail.

## **4. Prices**

Unless Customer has a written supply agreement with Solventum to the contrary, Solventum reserves the right to change prices 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. Unless otherwise expressly indicated, prices are exclusive of all taxes, delivery charges, insurance, duties, and associated expenses, which will be charged to Customer (as applicable). Customer shall be liable to pay all applicable taxes at the rate and in the manner from time to time prescribed by law. If exemption from taxes is claimed, Customer must provide a certification of exemption. If products are exported out of the country with Solventum’s prior written authorization, Customer must provide proof of export such as bill of lading, air waybill, export permit along with the transport vehicle registration number, consignment note from courier company, subsidiary export certificate or note of shipment applicable to the mode of export (“Proof of Export”) within thirty (30) days of Solventum’s Invoice. If Customer fails to provide the relevant exemption or proof of export, Customer agrees that Solventum may charge Customer for any taxes (including value added tax or goods and service tax) which would not have been payable had Customer provided such documents and agrees to pay Solventum all such charges within fourteen (14) days of Solventum’s request. Customer further agrees and undertakes to indemnify and keep indemnified Solventum against all taxes, claims, liability, losses, damages, liens, judgments, duties, penalties, fines, fees and costs whatsoever that Solventum may suffer as a result of Customer’s failure to comply with any applicable laws and regulations including but not limited to tax laws.

## **5. Payment Terms**

The normal terms of sale are on the basis of full settlement of account (without deduction or set-off) prior to dispatch of products by Solventum. No payment shall be deemed to have been made until Solventum has received the cleared funds. Credit may be given to approved Customer who prior to the date of acceptance of the Order have lodged an application for credit in writing on the form prescribed by Solventum and their credit worthiness has first been approved by Solventum in writing prior to the placing of the Order. Solventum is authorized to make all reasonable enquiries as to the credit worthiness and financial responsibility of a customer who has applied for and/or has been given credit. Where credit is given, full settlement of account (without deduction or set-off) must be made within the customer’s credit payment terms beginning from the date of tax invoice issued by Solventum. Failure to pay an account on the due date entitles Solventum to suspend delivery, refuse further orders and cancel any existing Orders without further notice. Credit may be withdrawn if Customer exceeds credit limit. Interest is chargeable on overdue balances in accordance with Solventum policy and the rate of interest may be varied from time to time. Customers may be required by Solventum to give security and/or surety/guarantee. Solventum is entitled to recover all and any legal and other costs and expenses arising from the collection of any overdue monies.

## **SOLVENTUM TERMS AND CONDITIONS OF SALE**

### **6. Deliveries, Risk and Title**

All deliveries shall be in accordance with the delivery terms set out in quotation or order acknowledgement form issued by Solventum, as the case may be, unless otherwise specified. If Customer does not accept delivery of the products which have been delivered at the agreed destination or Solventum is unable to deliver the products on time because Customer has not provided appropriate instructions, documents or authorizations: (i) the products will be deemed to have been delivered to Customer; and (ii) Customer will be liable for all related costs and expenses (including without limitation storage, labor, transportation, insurance, fees, taxes and duties). Any applicable custom duties, taxes or levies shall be the responsibility of the Customer or Solventum depending on the delivery terms. Unless otherwise stated in the agreed delivery terms, all risks and title in relation to the products shall pass to the customer upon delivery. While Solventum will use reasonable efforts to deliver within time specified in the quotation, order acknowledgement form, proforma or tax invoice issued by Solventum, as the case may be, Solventum shall not be liable to the Customer for any losses in respect of late delivery, failure by Solventum to deliver the products ordered, part shipments or any non-performance or any consequences arising therefrom. Customer will upon receipt of the products inspect the products and lodge any complaint with Solventum within 30 days of receipt of products. All notice of complaints of damages upon receipt shall be accompanied by evidence of the damage (including photographs). Solventum's representative has the right to verify the damage and shall advise Customer on further actions.

### **7. Warranty**

The following warranty is made in lieu of all other warranties or representations previously made or implied. Solventum warrants its products against defects in materials and workmanship for the applicable warranty period (the "Warranty Period") under normal use and service. The Warranty Period is stated on the product packaging or is otherwise notified by Solventum in writing. Within the Warranty Period, Customer must give Solventum written notice of any warranty claims or all such warranty claims are waived. Where no Warranty Period is stated, Solventum warrants that each Product meets the applicable Solventum Product specification at the time Solventum ships the Product. If a product is proven not to have met Solventum's warranty, to the extent permitted by applicable law, Solventum's sole obligation and Customer's exclusive remedy, will be at Solventum's option, to replace or repair the product or to issue a credit note for the purchase price in favour of Customer. Solventum has no obligation under Solventum's warranty for any product that has been modified or damaged through misuse, accident, neglect, or subsequent manufacturing operations or assemblies by anyone other than Solventum.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOLVENTUM'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND SOLVENTUM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE OF ANY SORT WHATSOEVER. BEFORE USING, CUSTOMER SHALL DETERMINE THE SUITABILITY OF THE PRODUCT FOR CUSTOMER'S INTENDED USE AND CUSTOMER ASSUMES ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. THE ABOVE CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. The foregoing warranties and remedies shall not apply to any experimental or developmental Product, which is sold "as is" and without any warranty.

### **8. Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOLVENTUM BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, SAVINGS, REVENUE, OPPORTUNITY, GOODWILL, INFORMATION, BUSINESS OR USE OR BUSINESS INTERRUPTION OR INCONVENIENCE) FOR ALL MATTERS ARISING OUT OF OR RELATED TO SOLVENTUM'S SUPPLY OF PRODUCTS, THESE TERMS AND CONDITIONS OF SALE OR FROM THE INABILITY TO USE THE PRODUCTS, EVEN IF SOLVENTUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OF SALE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SOLVENTUM AND SOLVENTUM'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONSULTANTS, AND ANY OF THEM, TO CUSTOMER AND ANYONE CLAIMING BY OR THROUGH CUSTOMER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO SOLVENTUM'S SUPPLY OF PRODUCTS, THESE TERMS AND CONDITIONS OF SALE OR FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE PURCHASE PRICE OF THE SOLVENTUM PRODUCTS OR SERVICES UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLIES TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

### **9. Cancellation, Discontinuation**

Unless otherwise specifically stated in writing by Solventum, an Order that has been accepted by Solventum may only be cancelled with Solventum's written consent. In the event of any such approved cancellation, any work-in-process or

## SOLVENTUM TERMS AND CONDITIONS OF SALE

non-returnable inventory will be billed to Customer. Solventum may cancel Order in the event of discontinuation of production of the ordered product or a lack of stocks. 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.

### 10. Use of the Solventum Name

Customer will not use the name of Solventum or its logo in any manner whatsoever without the prior written approval of Solventum.

### 11. Proprietary Rights

These terms and conditions provide for sale of finished products only. Customer shall not acquire or receive any right or title relating to any design, drawing, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling and other hardware, software, or information of the products. Unless Solventum's prior written consent is given, in no event shall Customer permit any non-public data, drawings or information including any quotation or proposal to be: a) disclosed to any third party; b) used by Customer for manufacturing of like or similar products; c) used for purposes of decompiling, duplicating, reverse-engineering, or disassembling Solventum's proprietary designs, processes or products, d) used by a party other than Customer for any purpose.

### 12. 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.

### 13. 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.

### 14. Returns, Disposal

(a) Returns: If any products are found to be defective or develop a defect within the Warranty Period the Customer must notify Solventum prior to the actual return of the products. No returns will be accepted for per- and polyfluoroalkyl substances ("PFAS"), or non-standard products, unless the return is based on a quality issue, warranty claim, or due to Solventum error. No returns will be accepted for "Expedited Orders".

(b) Disposal: In certain circumstances, Solventum may request Customer to dispose the defective product. The Customer must obtain written approval from Solventum along with RA or RGA number. The Customer must ensure they select appropriate authorized waste vendors that meet both local and Solventum waste disposal requirements and provide Solventum with proof of disposal such as photographs and disposal documents issued by the authorized waste vendor. The Customer shall be fully and solely liable for any consequential or incidental losses or damages arising as a result of non-compliance with local laws and Solventum waste disposal requirements.

### 15. 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

## **SOLVENTUM TERMS AND CONDITIONS OF SALE**

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.

### **16. Force Majeure**

Solventum shall not be liable to Customer for any claim for loss or damages of any kind for failure by Solventum to deliver if such failure is due to causes beyond Solventum's control or actions taken by Solventum to address stewardship or regulatory concerns (each an "Event of Force Majeure"), and Solventum shall, in such circumstances, have the right to either suspend deliveries without notice or to cancel the contract without liability. An Event of Force Majeure also includes but is not limited to: (i) acts of God, (ii) strikes, lock outs, other labor and industrial disputes and disturbances, (iii) civil disturbances, government requirements and regulations, directives, consent orders, court orders, accidents, acts of war or conditions arising out of or attributable to war or conflicts (whether declared or undeclared) inability to gain necessary regulatory or manufacturing approvals, permits, licenses for the manufacture, disposal, sale, use, or other necessary operational requirement, (iv) terrorism, rebellion, revolution, insurrection, riot, invasion, fire, storm, flood, explosion, earthquake, elements of nature, pandemics, epidemics, national or regional emergency, or (v) shortage of, or inability or difficulty in procuring, necessary equipment, raw materials, power, or labor, or restrictions thereon or limitations upon the use thereof, and delays in transportation.

### **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. E-signature**

The parties agree that the electronic signature of a party to the quotation, Order or any document forming these terms and conditions of sale shall be as valid as an original signature of such party and shall be effective to bind such party to the quotation or Order. The parties agree that any electronically signed document (including this agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall challenge the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means, digital or encrypted signature; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

### **19. 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.

### **20. 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.

### **21. Governing Law and Dispute Resolution**

These terms and conditions shall be governed by and construed in accordance with the laws of Singapore. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore for the resolution of any disputes arising out of or in connection with these terms and conditions of sale.