

General Terms And Conditions Of Sale

1. Application

These General Terms and Conditions of Sale ("GT&CS") constitute an agreement between the buyer ("Buyer") and the seller Systagenix Wound Management (South Africa) (Pty) Ltd ("Seller"), notwithstanding any other documents issued by Buyer. These GT&CS may not be amended, modified, supplemented, or waived in any manner whatsoever, except as otherwise provided in Section 4 and 16 below or as mutually agreed upon in writing between authorized representatives of Buyer and Seller.

2. Minimum Order Value And Order Acceptance

The minimum order value excluding taxes, freight and other charges is US\$1,000.00 (US Dollars One Thousand Only), or its equivalent in local currency. When issuing the final official Seller Quotation ("Quotation"), Seller reserves the right to adjust the quantities to conform to the minimum order value, shipping and/or packaging quantities of the Seller product(s). This clause can be waived in the case of the purchase of spare parts. All orders are subjected to acceptance by the Seller.

3. Price

All unit prices are quoted CPT / CIP for Ocean / Air shipments, and DAP for Road shipments. Insurance coverage only applies to the term CIP, while for all remaining terms, insurance must be arranged by Buyer.

4. Validity Of Prices

The prices in the Quotation are only valid for the period stated in the quotation. After that date, Seller reserves the right to adjust prices or withdraw the Quotation. Any order received against a Quotation must fully conform to the terms and conditions of the Quotation and be received within the period of validity of the quotation. The Seller may amend the GT&CS or increase prices at any time, provided that Seller will use reasonable efforts to provide at least 30 (thirty) days' prior notice to Buyer, either by publication on its communication channels with the Buyer, on the current price list, or by appropriate electronic notification. Seller also reserves the right to apply surcharges at any time with similar notice. Orders already confirmed by the Seller prior to the effective date of such change shall not be subject to the amended terms or increased prices, except that blanket orders and orders specifying future dated shipments may be billed at the pricing in effect on the date of shipment. Failure by the Buyer to object in writing to the change or increase in price within the aforementioned notice period shall be deemed acceptance thereof. If the Buyer objects in writing, the Seller shall have the right to cancel the sale in writing without any obligation to pay any compensation for damages due to such cancellation.

5. Product Availability

The availability date (if any) indicated on the quotation is an approximate date based on the standard lead time for the Seller Products and is taken from the longest lead time for the Seller products quoted. The date is valid as of the receipt of an order that conforms to the terms and conditions to the related quotation. This availability lead time will not take effect if documents are incomplete, inoperable, or missing, even if

the delay is a result of factors outside Buyer's control. The absence of an availability date cannot be the basis of a claim for damages or interest or damages of the order by Buyer.

Seller will use reasonable commercial efforts to supply Buyer with the Products ordered, but Seller does not commit to precise delivery dates. Seller may in the ordinary course of business adjust its product offering, make product modifications and Seller 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.

6. Penalties

Unless Buyer and Seller expressly agree in writing on an order basis, Seller will not be subject to any penalty clauses whatsoever imposed on it by Buyer or any other third party.

Seller shall not be liable for any costs related to delays in customs clearance, fines, penalties, government audits, legal fees or other costs as a result of actions Customs or other Government Agencies may take against Buyer in its capacity as importer of record. To the extent any penalties for late delivery are agreed, such penalties shall not exceed the value of the relevant purchase order.

7. Warranty And Limited Remedy

Unless a different warranty is expressly stated on the Product package, labeling, case, carton, and/or on the Product literature, technical data sheets, or by attached Exhibit, Seller products are warranted to meet the applicable Solventum product specifications at the time of shipment to Buyer. **Seller Makes No Other Warranties Or Representations, Express Or Implied, Including, But Not Limited To, Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose.** Seller makes no warranties or representations, and expressly disclaims any warranties or representations, about the suitability or status of Products, or the packaging, labeling, Material Safety Data Sheets (if applicable), and literature prepared regarding Products, for sale, marketing, use, shipping, or export. If a Seller product does not conform to this warranty or within the warranty period as otherwise expressly stated, Buyer's exclusive remedy and Seller's sole obligation shall be, at Seller's option, to replace or repair the Product, or refund the purchase price of the Product. **Except Where Prohibited By Law, Seller Will Not Be Liable For Any Other Loss Or Damage Arising From The Product, Whether Direct, Indirect, Special, Incidental, Or Consequential, Regardless Of The Legal Theory Asserted, Including Warranty, Contract, Negligence Or Strict Liability.** Buyer's placement of the order shall signify that Buyer has determined that Product is suitable for the purpose for which it is being purchased. If Buyer offers express or implied warranties and/or full or limited remedies which differ from those stated above, Buyer shall assume full responsibility for all liability, loss, cost and expense arising out of, or in connection with, the different warranties and/or remedies offered by Buyer. Seller has no obligations under this warranty with respect to Product(s) that have been modified or damaged through misuse, abuse, accident, neglect, repackaging or mishandling by Buyer or other third parties.

Buyer will advertise and promote the Seller Products in a way that's consistent with Seller product literature (including Seller marketing collateral, material safety data sheet and/or product technical data sheet). Buyer will not misrepresent or disparage

Products, other Seller products, or Seller. If Buyer makes any claims or offers any representations, warranties, or remedies that differ from those stated by Seller, then Buyer assumes full responsibility for such claims, representations, warranties, and remedies, and shall indemnify Seller for any third-party claims related thereto.

8. Product Use

Before using, the user is responsible for determining the suitability of the Seller product for a particular use and intended application, and the user assumes all risks and liability in connection therewith.

Buyer represents and warrants that it holds all applicable licenses and other credentials to distribute the products. Buyer further represents and warrants that products shall be stored in accordance with requirements outlined on the product labeling, and in addition, if applicable, a setting that is in compliance with laws with respect to medical devices and/or pharmaceutical products. Buyer is not permitted to make any changes or modifications to the product's labeling or instructions for use without prior approval from Seller. Buyer agrees to follow all instructions and any onboarding procedures provided to Buyer from time to time as it relates to this clause. Buyer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of Products), and other alterations to Products, their packaging or accompanying literature are not permitted without prior written approval from Seller. Buyer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on products or their packaging. Buyer shall cooperate with Seller with respect to any Product tracking/tracing systems that may be implemented. Buyer is responsible for disposal of returned, damaged or expired Product under its possession and for retaining records of such disposal. Buyer shall notify Seller immediately, but no later than one (1) business day, of any adverse event or medical/alleged injury event. Other customer complaints related to product quality received by the Buyer shall be reported to Seller within 2 (two) business days. Seller has primary responsibility to process and investigate product complaints to meet applicable regulatory and standard requirements. Buyer shall cooperate fully with Seller in complaint investigations and provide all requested information in a timely manner, but within 48 (forty-eight) hours. The Buyer shall follow written instructions from Seller in all communications with the relevant competent authority with respect to an actual or alleged malfunction or defect of a Product, recalls and Product withdrawals. Buyer shall permit regulatory authorities to inspect facilities at which the Product is received, handled, stored, distributed and related records. Buyer shall notify Seller in writing of any Regulatory Audit within 24 (twenty-four) hours of notification by the regulatory authority. Buyer shall notify Seller of any regulatory findings or observations identified during a facility inspection impacting the Product.

9. Limitation Of Liability

Except in the event of Seller's gross negligence or willful misconduct or where otherwise prohibited by law, Seller **Shall Not Under Any Circumstances Be Liable To Buyer For Any Direct, Indirect, Special, Incidental Or Consequential Damages (Including But Not Limited To Loss Of Profits, Revenue, Business Or Opportunity, Or Goodwill) Resulting From Or In Anyway Related To The Products Or Sale Of Or Use Or Inability To Use The Products.** This limitation of

liability applies regardless of the legal theory under which such losses or damages are sought. This limitation of liability does not apply to claims for personal injury by a third party or any liability that cannot be lawfully limited or excluded under applicable laws.

10. Compliance With Laws And Product Stewardship

It is understood that Seller will take no action nor follow a course of conduct involving a quotation or related order that will cause it to be in violation of applicable local law or the laws of the Republic of South Africa including but not limited to local and international anti-bribery laws. Seller and Buyer are committed to promoting effective product stewardship and appropriately managing environmental, health, safety and regulatory considerations with respect to Seller products. It is understood that Seller will take no action nor follow a course of conduct involving a quotation or related order that will cause it to be in violation of applicable local law or the laws of the Republic of South Africa including but not limited to local and international anti-bribery laws. Seller and Buyer are committed to promoting effective product stewardship and appropriately managing environmental, health, safety and regulatory considerations with respect to Seller products. Seller agrees that in the performance of an order it will comply with all applicable laws and regulations, including but not limited to those relating to occupational health, safety and environment, and shall secure any required permits or approvals applicable to Buyer's operations, purchase, handling, transportation, storage, use, distribution, marketing, sale, processing, disposal and/or treatment of Seller products. Buyer will provide appropriate environmental, health, safety and regulatory information related to Seller products to Buyer's employees and to Buyer's customers of products made using or containing Seller products. Buyer agrees to immediately report to Seller any complaints or incidents reported to Buyer, or of which Buyer is or should reasonably be aware, relating to the sales, service quality and performance of Seller products or involving environmental, health, safety or regulatory aspects of the Seller products. Buyer shall, upon Seller's request, provide evidence of compliance with all applicable laws and regulations relating to the use, storage, transportation, and disposal of Seller products, and shall indemnify and hold Seller harmless from and against any and all losses, damages, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Buyer's failure to comply with such laws and regulations. Buyer and its Representatives (owners, officers, employees, agents, subcontractors, consultants, approved resellers/sub-distributors) must perform all obligations under the GT&CS 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 Seller's Code of Conduct and ensure its actions do not cause Seller to violate any law. Buyer must promptly notify Seller of any actual or suspected non-compliance. Buyer will ensure its Representatives understand these compliance obligations and complete any training requested by Seller. Seller may audit Buyer's compliance during the validity of GT&CS and for five years thereafter, with reasonable notice. Buyer will provide access to records and personnel. Audit costs will be borne by Seller. Buyer and its Representatives must not offer, make, or authorize any prohibited payments (including bribes, kickbacks or anything of value) to any person, including to government officials, healthcare professionals and healthcare organizations, to obtain or retain business or secure

improper advantages. Buyer represents that no relevant personnel (owner, partner, officer, director and/or any employees who have decision-making authority in respect of Buyer's relationship with Seller under these GT&CS or the Seller products and/or services to which these GT&CS relates) are government officials or related to them. Buyer must disclose and obtain Seller's approval before engaging any third party to interact with government officials or government-related customers and conduct due diligence as requested. Buyer will maintain accurate records for eight years after the GT&CS ends and implement adequate financial controls. Buyer will provide compliance certifications upon request.

Buyer hereby acknowledges that certain Seller products are subject to export control regulations and restrictions. Buyer shall comply with any trade regulations and laws including those of the U.S., EU, UK or other relevant jurisdiction including but not limited to (i) exports and re-exports of dual-use items, (ii) activities involving denied or restricted persons or parties, (iii) activities involving embargoed or restricted countries or territories, (iv) activities involving WMD proliferation or other prohibited end-uses, or (v) activities involving military or military intelligence end-users and/or end-uses ("Trade Compliance Laws") related to Seller products, software, technology or technical data, and any services associated with them ("Seller Products"). Buyer agrees not to take or omit any action that may cause a violation of applicable trade regulations by Seller. Buyer represents and warrants that it is not a restricted party (i.e., a person or entity covered by applicable lists of denied or restricted parties maintained by the U.S., EU, UK or UN) and is not directly or indirectly owned, controlled by or affiliated with a restricted party ("Restricted Party"). Unless authorized under regulations or otherwise by a government license, Buyer will not engage in any activity or transaction with (i) any Restricted Party or person acting on behalf of a Restricted Party, (ii) any country or territory currently under applicable trade embargo or sanctions, or (iii) any person or entity established in, associated or affiliated with, or operating on behalf of any such country or territory. Buyer will provide Seller on a timely basis with all requested information and documentation so Seller may apply for and obtain applicable licenses. Seller shall not be liable for failure to deliver a product due to Seller's or Buyer's inability to obtain or maintain an export license or authorization and such failure does not constitute a breach of these GT&CS. If any export license application submitted by Seller is denied or rejected, the relevant purchase order shall be cancelled, in whole or in part, and Seller shall not be liable for any damages or compensation to the Buyer. Buyer will sign and deliver to Seller on an annual basis a compliance certification (in a format to be provided by Seller) to confirm Buyer's compliance with Trade Compliance Laws. Buyer shall provide Seller with a regular report including the list of persons or entities to whom Buyer sells and delivers Seller Products. The frequency and format of this report will be decided by Seller. Any breach of these obligations may result in immediate termination of these GT&CS by Seller and may be reported to relevant government agencies. Buyer agrees to cooperate fully with any investigation by Seller and defend, indemnify and hold Seller and any of its affiliated companies harmless from and against all losses (including losses arising from investigations by government authorities).

11. Delivery

Seller has no obligation to Buyer for goods damaged in transit once the risk of loss passes to Buyer. Without prejudice to the liability of Buyer to pay for goods delivered,

such goods shall remain the property of Seller as legal and equitable owner pending cleared payment in full of all moneys due to Seller for such goods or in respect of any other debt owed by Buyer to Seller. Until payment in full, Seller shall be entitled to re-take possession of the goods. To allow Seller to do that, Buyer grants Seller an irrevocable right to enter at any time, any premises or place where the goods are held or thought to be held and to remove the goods. Seller may then resell the goods and retain the proceeds of such sale. Any shortfall shall be a debt owed by Buyer to Seller. Buyer shall execute any instrument reasonably required for Seller's protection of the security interest in the unpaid goods.

12. Force Majeure/Excusable Delay

None of the Parties shall be considered to be in breach of these GT&CS or otherwise be liable for any delay in the performance or for the non-performance of any of its obligations under the GT&CS which is caused by force majeure and/or an event beyond its reasonable control. Any deadline for the performance of the obligations shall be extended until the cause of such delay has ceased. This provision does not apply to payments the Buyer owes to Seller. For the avoidance of doubts it is agreed that, within the meaning of this article, a force majeure event shall be an extraordinary event which is beyond Seller's reasonable control, in particular the acts of God, epidemic, pandemic, natural disasters (such as storm, flood, earthquakes, etc.), wars, embargoes, strikes, riots, acts of public authority, supply or logistical constraints or shortage of raw materials or energy shortages or cuts which prevent or significantly impede the performance of the GT&CS. Furthermore, the Parties confirm that they are aware that there exists the pandemic caused by COVID-19, but that for the purposes of these GT&CS it shall be a force majeure event, if the non-performance or late performance of the obligations of a given Party under the GT&CS is caused or related to the state of pandemic. If the force majeure event lasts for a period of more than 60 (sixty) days Seller is entitled to cancel open orders affected by the force majeure event. Orders of products impacted by supply constraints and/or force majeure communications may not be available for shipment regardless of any automated order acknowledgement.

13. Claims And Returned Goods

No Seller product can be returned without a written claim being made and the prior written authorization of Seller. Such authorization of Seller does not constitute an admission by Seller that the merchandise is defective non-conforming or incorrect. Only Seller product still in the original packaging, within its stated shelf life (if any), and in saleable condition will be considered for return by Seller. No claim will be accepted where Buyer has modified the Seller product without the written consent of Seller, or where Seller product has not been stored as per the prescribed storage conditions for the product, or the complaint is not advised in writing by Buyer within 30 (thirty) days from the receipt of the Seller product or within the warranty period of the Seller product in case of quality defect. In case of DAP (Delivery at Place), Buyer to inform Seller of shortage & damages within 15 (fifteen) days of receipt of the Seller products. In all cases, Seller may in its absolute discretion choose to decline any return claim for any reason whatsoever, even if all of the above conditions are met. Seller's only obligation once the return is authorized is, at Seller's option, to issue credit for the purchase price of the Seller product, if the customer's claim found valid.

14. Payment Facility

Unless otherwise agreed in writing, payment terms are Net 30 (thirty) days from the date of invoice. The payment terms are those indicated in the quotation and order is accepted on the understanding of Buyer's acceptance of these GT&CS and the payment terms. Only payments made by Electronic Funds Transfer (EFT/EDI) are accepted. Any invoices paid beyond the invoice due date are delinquent. Any unauthorized deductions from invoice payments are prohibited and shall trigger penalties described herein. Seller has the right to withhold any earned incentives to offset any unauthorized deductions. Payments made by credit card are not eligible for incentives.

Payment by a letter of credit would be irrevocable and in favor of Seller. The validity of a letter of credit should take account of lead time indicated on the quotation and be valid at least 30 (thirty) days after the date. For sight / cash against documents and / or time draft, Buyer should advise the name and address of its bank. The acceptance and confirmation of a quotation by Buyer implies his commitment to honor the documents upon presentation or upon maturity of the draft. Where other payment conditions are negotiated, payment will be in accordance with the written agreement of the Parties.

15. Non-Payment

For any delay in payment, it is understood that Seller may at its discretion apply a service charge of 1% (one percent) per month from the date of maturity.

16. Termination For Default

Seller may terminate an order whole or in part, if Buyer is in breach of a material obligation and does not cure the breach to the reasonable satisfaction of Seller within 10 (ten) days of Seller's written notice of intent to terminate the order for Buyer's default. Seller may terminate or modify these GT&CS applicable to an order immediately and without prior written notice to Buyer upon insolvency of Buyer filing of voluntary or involuntary petition of bankruptcy by or against Buyer, of making an assignment for the benefit of creditors by Buyer.

17. Waiver

Any failure or delay by either party in exercising any right or remedy provided by or relating to a quotation or related order or these GT&CS in one or more instances does not constitute a waiver and shall not prohibit a party from exercising such right or remedy at a later time or from exercising any other right or remedy available.

18. Severability

If any provision of these GT&CS shall, for any reason be held invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severable and such invalidity, illegality, or unenforceability shall not affect any other provision of these GT&CS, which shall be enforced in accordance with the intent and provisions of these GT&CS.

19. Assignment

Buyer may not assign, transfer or delegate any of its rights, duties, interests or obligations under a quotation or a related order without the prior written consent of

Seller. Seller expressly reserves the right to terminate the quotation on: (a) the sale of all or substantially all the assets of Buyer; or (b) the sale or transfer of the entire business or substantially all the stock of Buyer. Any such assignment, transfer or delegation without Seller's prior written consent shall be void and cause for termination of the quotation and all or part of a related order.

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, Seller 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 these GT&CS; 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 these GT&CS, unless otherwise agreed in writing. The provisions of this clause shall apply during the term of the GT&CS and for a period of two years after termination of these GT&CS. Seller may disclose the GT&CS's existence and terms at any time to any third party which in Seller's opinion has a legitimate need to know such information.

20. Dispute Resolution And Time For Commencing Action

Any questions, claims or disputes arising from or relating to a quotation or related order, including their negotiation or the termination of any subsequent contract must be made by the Buyer to Seller within a maximum of three (3) months as of the date of delivery.

The validity, construction, interpretation, performance, termination or any other dispute or litigation that may arise out of or in connection with this order shall be construed and governed by the laws of the Republic of South Africa. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the rights and obligations of the parties under this Order. Any unresolvable dispute between the Parties shall be referred to and resolved by arbitration under the Arbitration Rules of the International Chamber of Commerce, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Johannesburg, Republic of South Africa. The language to be used in the arbitration shall be English. Nothing in this paragraph shall preclude either party from taking any other action in law or equity in any jurisdiction to prevent immediate and irreparable harm to it. Notwithstanding anything to the contrary, Seller shall be entitled to bring action against Buyer before any competent court or authority and in any jurisdiction to collect payment of any invoices overdue.