3M Healthcare Export

General Terms & Conditions of Sale

3M Healthcare Export
TERMS AND CONDITIONS OF SALE

INTRODUCTION

- "3M Healthcare Export" means the 3M Healthcare LATAM / APAC Export Corporation or 3M Healthcare EMEA Export Limited.
- "Customers" or "Buyer" means the person or company named in the quotation, order acknowledgement form, proforma or tax invoice issued by 3M Healthcare Export, as the case may be. These terms and conditions apply to the purchase of any product or service by Customers from 3M Healthcare Export or any of its affiliated entities (collectively, "3M Healthcare Export") except to the extent 3M Healthcare Export has expressly agreed to other terms and conditions in another document issued by 3M Healthcare Export specifically to Customers or other writing signed (electronically or otherwise) by an authorized representative of 3M Healthcare Export, in which case any terms and conditions in such other document or documents shall control over these terms and conditions. Other than that, any and all terms and conditions from Customers, including without limitation, on price, delivery time, and other customer requirements, are hereby rejected to the fullest extent permitted by law.
- Please find the most current version of this document on bCom. Document on bCom is the prevailing document and supersedes any previous version.
- 3M Healthcare Export reserves the right to withdraw and replace this document without notice.
- 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.
- All notices must be in writing and in English and may be electronically transmitted. Notices are deemed given on the date received. Any change in address of either party must be promptly communicated in writing to the other party.

1. Pricing

1.1. Buyer understands that pricing is as provided in 3M Healthcare Export's bCom platform. Any changes in quantity or release dates may result in a change in pricing. All pricing excludes any taxes and duties (indirect taxes, import taxes, etc.).

1.2. 3M Healthcare Export reserves the right to change prices at any time, add to or delete from the list of Products or the Authorized Territories for resellers and will use reasonable efforts to provide at least 30 days notice of the change. Revised prices apply to all orders shipped after notification of the price change. For clarity, blanket orders, orders specifying future dated shipments or overdue shipments regardless of the cause of the delay will also be billed at the pricing in effect on the date of shipment. All pricing information is confidential, and the Buyer cannot use or disclose this information except as necessary to meet its obligations under this agreement.

1.3. Buyer understands that this Agreement gives Buyer no exclusive rights or access to the Products. 3M Healthcare Export reserves the right to sell Products directly to any customers. 3M Healthcare Export makes no promise that Buyer will have any exclusive right to sell the Products within Buyer's geographic market, and Buyer will not state or imply the contrary to anyone.

2. Buyer Obligations

2.1. Unless Buyer is an end-user of the Products:

2.1.1. Buyer will use its best efforts to promote, sell, use and advertise and otherwise maximize the sale and use of Products through every proper means. Buyer agrees to devote at least the same vigor and resources in promoting the Products as it devotes to any competing supplier's product line.

2.1.2. Buyer will not disparage Products or cast Products in an unfavorable fashion and will not misrepresent the capabilities, qualities or characteristics of the Products.

2.1.3. Buyer will determine and maintain adequate inventories of Products and maintain adequate delivery

facilities to promptly service customer accounts.

2.1.4. Buyer will maintain adequate customer service capabilities sufficient to promptly process 3M Healthcare Export product orders and resolve 3M Healthcare Export warranty and other customer inquiries or issues, including one or more personnel specifically assigned to support 3M Healthcare Export product customer service.

2.1.5. Buyer shall provide 3M Healthcare Export with written quarterly reports, which shall include customer call reports, business trends, sales forecasts for the significant customers in the Territory, market forecasts, inventory quantities review of nonconformances that have occurred at the Buyer, Corrective and Preventive Actions (CAPA) for 3M Healthcare Export products and other reports requested by 3M Healthcare Export.

2.2 In all cases:

2.2.1 Buyer will establish and maintain a satisfactory credit relationship with 3M Healthcare Export by promptly paying all invoices so as to keep its account current at all times. In the event 3M Healthcare Export must take action to collect Buyer's account, Buyer will be liable to 3M Healthcare Export for all costs and expenses associated with such action, including reasonable legal fees.

2.2.2 Buyer is solely responsible to comply with its own tax obligations. 3M Healthcare Export shall not be held liable for taxes, nor interests, penalties or any sort of associated liabilities, due by Buyer.

2.2.3 In accordance with its rights under national and European Union trademark laws and regulations, it is expressly provided that neither 3M Healthcare Export, nor any of its affiliates, consents to the Buyer´s importation, marketing or sale in the territory of the European Economic Area (EEA), Switzerland and UK of Products bearing, marketed or sold under trademarks of 3M Healthcare Export or any of its affiliates having effect in the EEA, Switzerland and UK ("3M Healthcare Export Trademarks") that were not previously put on the market in the EEA under the 3M Trademarks by 3M Healthcare Export or any of its affiliates or with its consent ("Unauthorized Products"). As a result, the Buyer undertakes not to import, market or sell Unauthorized Products in the EEA, Switzerland and UK without the prior written consent of 3M Healthcare Export.

2.2.4 Buyer is solely responsible for, and at its own expense will comply with all applicable laws, regulations and ordinances, including, without limitation, those relating to occupational health, safety, environment, and receiving, storing, handling, selling, transporting, and disposing of Products. Should 3M Healthcare Export operates as importer or manufacturer of the Products in the European Union, then Buyer´s responsibilities might be adjusted accordingly. Buyer agrees to follow all appropriate product stewardship practices, industry standards for the installation of the Products, if applicable, and will take reasonable actions to mitigate improper environmental, health or safety practices under Buyer's control. This includes all responsibility related to Hazard Communication and labeling products. Buyer shall secure any required permits, approvals or certificates applicable to Buyer's operations, purchase, handling, transportation, storage, distribution, marketing, sale, use, processing, disposal and/or treatment of Product(s), and the distribution, marketing, sale, and use of products made using or containing Product(s). Buyer represents that it has the proper facilities, equipment, personnel, expertise, and experience to receive, store, handle, sell, transport, and, as appropriate, dispose of Products safely and in compliance with applicable laws, regulations, ordinances, and principles of good chemical product stewardship. Buyer will provide appropriate environmental, health, safety, and regulatory information related to Products to Buyer employees and to Buyer's customers of Products as required by applicable laws, regulations, and ordinances.

3 Terms and Conditions of Sale

3.1 All purchase orders are governed by the terms of this Agreement, unless otherwise agreed in writing by 3M Healthcare Export. Buyer may place orders under this Agreement using Buyer's bCom account. Any provisions of any other Buyer document, including purchase order, which conflict with or differ from the provisions or intent of this Agreement (including applicable catalogs and price pages) are void.

3.2 3M Healthcare Export will exercise reasonable efforts to ship Products as ordered by Buyer, but 3M Healthcare Export will not be responsible for delays beyond its reasonable control.

3.2 If Buyer fails to pay its account in a timely fashion, 3M Healthcare Export may withhold any and all payments or other benefits owing Buyer under any 3M Healthcare Export Customer Incentive Plan, including but not limited to promotional and rebate programs (if any), or set off such payments or benefits against Buyer's account balance. In

addition, 3M Healthcare Export may hold further orders and/or charge late payment fees and interest on past due amounts. Interest shall accrue at the lesser of 18% per annum (1½% per month) or the maximum amount allowed by law on any 3M Healthcare Export invoice from the date such invoice becomes due according to its terms. Buyer further acknowledges that 3M EMEA may use the services of a collection service and/or an attorney to collect amounts overdue.

3.3 Annual Minimum: The minimum annual purchase volume excluding taxes and duties required is €75,000 worth of Products per calendar year net of all chargebacks, discounts, credits, deductions or adjustments. Total purchases for Buyers with multiple locations will be combined at the headquarter level for Buyer performance requirements. 3M Healthcare Export reserves the right to change this minimum purchase volume requirement in the future.

4. Title and Risk of Loss

Title and risk of loss transfers per delivery as defined in the current version of the Incoterms® rule applied to the transaction. If Buyer (a) fails to pay for Products within the applicable payment terms, (b) becomes involved or is subject to bankruptcy or restructuring proceedings, (c) is in breach of any of its obligations to 3M Healthcare Export or (d) the order or contract for the supply of Products is canceled, then 3M Healthcare Export has the right, but not the obligation, to enter Buyer's premises and take possession of the relevant Products. 3M Healthcare Export may then resell or otherwise utilize such Products, the net proceeds of which will reduce Buyer's outstanding indebtedness to 3M Healthcare Export.

5. Returned Goods Policy

The following returned goods policy will apply to returned goods:

i. 3M Healthcare Export´s Error - Standard and Nonstandard Stock Items: 3M Healthcare Export will assume full replacement and restocking responsibility for errors made by 3M Healthcare Export. Subject to Indemnification section herein, 3M Healthcare Export will bear all reasonable, associated costs involved, including freight on returned merchandise.

ii. Buyer Error - Buyer Error- No returns allowed except in accordance with the then current 3M Healthcare Export business unit policy applicable to such products.

6. Use of 3M Healthcare Export Trademarks and Corporate Logo

6.1 Buyer shall have no right, title or interest in 3M Healthcare Export trademarks or trade names. Buyer only may use 3M Healthcare Export trademarks and trade names upon prior written authorization from 3M Healthcare Export. 3M Healthcare Export has the right to revoke permission to use its trademarks and trade names at any time upon notice and without cause. Buyer must discontinue using 3M Healthcare Export trademarks or trade names immediately upon 3M Healthcare Export's request, or termination of this Agreement, whichever is earlier.

6.2 Use of 3M Healthcare Export 's trademarks and corporate logo shall be restricted as follows:

6.2.1 Buyer may use 3M Healthcare Export's corporate logo to designate the source of products (e.g., 3M Healthcare Export Oral Care). 3M Healthcare Export's corporate logo must always be accompanied by an appropriate modifying term and must not be used in a manner that implies that Buyer is part of 3M Healthcare Export. Prior to using 3M Healthcare Export logos Buyer shall request written authorization.

6.2.2 Buyer may not use 3M Healthcare Export in any signs on its building, or in promotional or advertising materials, unless approved in advance by 3M Healthcare Export. Buyer may not use any 3M Healthcare Export trade name or trademark, or any similar name or mark, in any domain name, metadata or online search words.

6.3 Enforcement of 3M Healthcare Export´s Trademarks

6.3.1 Notification. Buyer shall immediately notify 3M Healthcare Export in writing with reasonable detail of any (a) actual, suspected, or threatened infringement of 3M Healthcare Export's trademarks, claim that 3M Healthcare Export's trademarks are invalid, or opposition to 3M Healthcare Export's trademarks; (b) actual, suspected, or threatened claim that use of 3M Healthcare Export trademarks infringes the rights of any third party; (c) person applying for, or having been granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Buyer under this Agreement; or (d) other

actual, suspected or threatened claim to which the 3M Healthcare Export trademarks may be subject. Buyer will take no further action of any kind with respect to the above except by express written authorization of 3M Healthcare Export.

6.3.2 Actions. With respect to any of the matters listed in the previous paragraph: (a) 3M Healthcare Export has exclusive control over all claims and proceedings, and may take action or decline to take action in its sole discretion; (b) Buyer shall provide 3M Healthcare Export with all assistance that 3M Healthcare Export may reasonably require in the conduct of any claims or proceedings; and (c) 3M Healthcare Export shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

7 Product Warranty and Limitation of Remedies

7.1 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, Product is warranted to meet the applicable 3M Healthcare Export product specifications at the time of shipment to Buyer. To the fullest extent permissible under applicable laws, 3M Healthcare Export MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 3M Healthcare Export makes no warranties or representations, and expressly disclaim 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.

7.2 If the Product is defective upon shipment, or within the warranty period as otherwise expressly stated on the Product package, labeling, case, carton, and/or on the Product literature, technical data sheets, or by attached Exhibit, Buyer's exclusive remedy and 3M Healthcare Export's sole obligation shall be, at 3M Healthcare Export's option, to replace or repair the Product, or refund the purchase price of the Product. EXCEPT WHERE PROHIBITED BY LAW, 3M Healthcare Export 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.

7.3 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.

7.4 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.

7.5 3M Healthcare Export have 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.

8 Limitation of Liability

EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR ELSEWHERE IN THE AGREEMENT, 3M Healthcare Export SHALL NOT BE LIABLE TO BUYER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR LOSS OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS) RESULTING FROM, OR IN ANY WAY RELATED TO, THE PRODUCTS PURCHASED/SOLD HEREUNDER, THIS AGREEMENT OR THE NEGOTIATION, TERMINATION, EXPIRATION OR NON-RENEWAL OF THIS AGREEMENT. This limitation applies regardless of whether the damages or other relief sought are based on breach of warranty, breach of contract, strict liability in tort, or any other legal theory. This limitation 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.

9. Indemnification

9.1. Except to the extent an injury, damage or loss is directly and solely caused by the failure of a Product to conform to 3M Healthcare Export's warranty, Buyer agrees to indemnify, defend, and hold harmless 3M Healthcare Export, its officers, directors, employees and agents against any and all legal or equitable claims, causes of action, demands, liabilities, or damages of any kind (including punitive damages), and all costs and expenses (including reasonable attorneys' fees) of whatever nature instituted or brought by or awarded to any third party for:

9.1.1. Personal injury, bodily injury, sickness, disease or death, or damage to or loss of use of property caused by, arising from, or relating to the (i) use of or exposure to Product while Product is in the possession, custody, or control of Buyer; (ii) Buyer's use, handling, transportation, processing, disposal or failure to properly dispose of Product or of any material or waste incident to the use of the Product by Buyer; or (iii) Buyer's offer of warranties that are different from or in addition to the Product warranty offered by 3M Healthcare Export; and

9.1.2. Worker's compensation benefits payable on account of personal injury, bodily injury, sickness, disease or death, to any of Buyer's employees, or any employee of Buyer's subcontractors, agents, or delegates, in any way relating to the use, handling, transportation, processing, disposal, or failure to properly dispose of Product by Buyer.

9.2. 3M Healthcare Export shall indemnify, defend and hold Buyer its officers, directors, employees and agents harmless against any and all legal claims, causes of actions, demands, liabilities, or direct damages to the extent that the same arises out of or are asserted against Buyer alleging that the Products, when used in accordance with 3M Healthcare Export's labeling and instructions for use, infringe any third party's patent, copyright, trademark or trade secret. If the Product or any part thereof is held to constitute infringement or it is proven not to comply with 3M Healthcare Export specification, when used in accordance with 3M Healthcare Export's labeling and instructions for the Product, and the Product's use is enjoined in any suit or proceeding, then 3M Healthcare Export shall promptly, at its own expense and as exclusive remedy, either:

- Use commercially reasonable efforts to procure for Buyer the right to continue using said Product; or
- Replace the Product held to be infringing with non-infringing products or modify the Product so that it becomes non-infringing; or
- Accept the return of the Product held to be infringing and refund to Buyer the purchase price paid by Buyer for such Product.

Notwithstanding the above, 3M Healthcare Export shall not be liable to the extent any infringement, or claim thereof, is caused by: (1) the use of the Product in combination with other materials not provided by 3M Healthcare Export; (2) other uses of the Product not contemplated in this Agreement or the 3M Healthcare Export labeling and/or instructions for use; or (3) any Product modified by Buyer or a third party other than 3M Healthcare Export. This Section states 3M Healthcare Export's entire liability with respect to claims relative to the performance of the products, the execution of this agreement or of infringements of any intellectual property, including all patents, copyrights, trademarks and trade secrets by the Product.

9.3. An indemnified party shall give the indemnifying party prompt notice of any matter for which the indemnified party seeks indemnification. If an indemnifying party assumes defense of such matter without reservations of rights, the indemnified party will provide the indemnifying party with the authority, information and reasonable assistance necessary to defend at the indemnifying party's expense. The indemnifying party will control the defense but will not settle such matter without the indemnified party's consent, which will not be unreasonably withheld or delayed. Any settlement or compromise that the indemnifying party desires to enter that will have the effect of creating any liability or obligation (whether legal or equitable) on the indemnified party other than the simple payment of money will be subject to that indemnified party's prior approval which may be withheld in the indemnified party's sole discretion. Upon approval by the indemnifying party, an indemnified party may, at its discretion, participate in the defense of such matter with its own counsel and at its own expense.

9.4. The indemnities shall survive the term of this Agreement and be fully enforceable thereafter to the full extent necessary to protect the respective indemnified parties and will, in no event, end prior to the expiration of all potentially applicable statutes of limitation available under any law. To the extent permitted by law, the indemnities apply regardless of any breach of this Agreement by the indemnified party.

10. Insurance

During the Agreement term, Buyer will maintain, at its own expense, (a) all insurance required by applicable Laws and (b) Commercial General Liability insurance, providing coverage for at least the following matters and written on an occurrence basis: premises-operations, product liability, completed operations and contractual liability. On 3M Healthcare Export's request, Buyer shall provide to 3M 3M Healthcare Export satisfactory evidence of compliance with these insurance requirements, which may include, but may not be limited to, insurance certificates. 3M 3M Healthcare Export makes no representations that the insurance required hereunder will be sufficient or adequate for Buyer. Buyer´s obligation shall not in

any way be reduced or otherwise affected by any Buyer insurance. Buyer will notify 3M 3M Healthcare Export within 10 business days of any cancellation, non-renewal, reduction in coverage, or other material change in the insurance required under this Agreement.

11.Term and Termination.

11.1 This Agreement is based upon the mutual expectation of increasing sales volume, profits, and other Key Performance Indicators ("KPIs") for Buyer's location(s) as well as the fulfillment of responsibilities under this Agreement.

11.2 Either party can terminate this Agreement without cause on thirty (30) days written notice to the other party.

11.3 If either party breaches this Agreement, the other party may terminate this Agreement on ten (10) days written notice. The party receiving notice of breach shall have ten (10) days to cure such breach. In the event the breaching party fails to cure in the specified time, this Agreement shall terminate immediately. Any breach of the terms, conditions, or obligations set forth in this Agreement will be considered material as to proper performance under this Agreement. Buyer acknowledges and agrees that 3M Healthcare Export reserves the right to suspend delivery of Products, terminate any existing purchase orders or refuse to accept future purchase order(s), in total or in part, during the period from notice of breach until the breach is cured. 3M Healthcare Export shall not be liable to Buyer for any claim, losses or damages whatsoever related to its decision to take such action during this period.

11.4 Buyer hereby expressly acknowledges that its profits, if any, on Products USED OR resold pursuant to this Agreement constitute full and fair compensation for Buyer's service and for any investments made by Buyer in connection with its performance hereunder. Buyer hereby expressly waives any and all rights that it may be deemed to have as a Buyer under any applicable law to collect from 3M Healthcare Export any indemnification or payment of any other kind which it may otherwise be entitled to receive as a result of the termination of this contract.

12. Compliance with laws

For purpose of this Article: (a) all rights of 3M Healthcare Export and all obligations (including all covenants, warranties and representations) owed to 3M Healthcare Export will also inure to the benefit of all 3M Healthcare Export affiliates, including, without limitation, all parent, subsidiary and other related entities.

12.1.1 Buyer represents, warrants and covenants that Buyer and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Buyer's obligations under this Agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (for example: all country anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), taxation, money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as "Laws") that apply to 3M Healthcare Export, Buyer, either party's business, and the 3M Healthcare Export products and/or services to which this Agreement relates. Buyer will observe standards of business conduct that are consistent with 3M Healthcare Export's Code of Conduct and underlying Principles located at https://www.3m.com/3M/en_US/ethics-compliance/code/. Buyer further represents and warrants that neither it nor its Representatives will take any action that might cause 3M Healthcare Export to violate any Law. Buyer will advise 3M Healthcare Export immediately if it learns, or has any reason to know, of (i) any violation of any Law by Buyer or its Representatives that occurred or may have occurred in performing Buyer's obligations under this Agreement or (ii) any failure of Buyer or any of its Representatives to comply with Buyer's obligations under this Article.

12.1.2 Compliance Awareness and Training. Buyer ensures that Buyer and its Representatives involved in the performance of Buyer's obligations under this Agreement are knowledgeable about what is permissible and prohibited conduct under this Article. If requested by 3M Healthcare Export or the Buyer, Buyer and its Representatives will complete specific training.

12.1.3 Compliance Investigation. During this Agreement's term and for so long as 3M Healthcare Export is subject to liability under an applicable statute of limitations period, 3M Healthcare Export shall have the right to conduct an investigation into whether any such non-compliance with this Article has occurred and Buyer will assure that Buyer and its Representatives cooperate with any investigation by 3M Healthcare Export or its Representatives, including making available, upon the request of 3M Healthcare Export or its Representatives, any of Buyer's

and its Representatives' records, including, but not limited to pertinent data, assets, books and financial accounts ("Records"), as well as interviews of their personnel. In addition, during this Agreement's term, if 3M Healthcare Export has reason to believe that Buyer and/or any of its Representatives may not be in compliance with their obligations in this Article, then 3M Healthcare Export will, in addition to all other available remedies including its termination rights, have the right, at 3M Healthcare Export's sole discretion, to suspend its performance under this Agreement until confirmation that no breach has occurred. 3M Healthcare Export will not be liable to Buyer and/or any of its Representatives for any claims, losses or damages related to that suspension.

12.1.4 Compliance Audit. As part of 3M Healthcare Export's own efforts to ensure its business operations are conducted in compliance with the Laws, during this Agreement's term and for five years thereafter, 3M Healthcare Export may choose to conduct audit(s) of Buyer's compliance with its obligations under this Article. 3M Healthcare Export will provide reasonable prior notice of such audit, and Buyer will cooperate in any such audit(s), including making Records (as defined in this Article) available, allowing review of Buyer's and its Representatives' Records that relate to Buyer's obligations under this Agreement, and interview of their personnel. 3M Healthcare Export will incur the cost of any audits under this "Compliance Audit" provision and determine, in its sole discretion, the scope, method, nature and duration of an audit.

12.1.5 Buyer covenants that: (a) all representations and warranties in this Section will remain true and accurate during this Agreement's term; and (b) Buyer will immediately notify 3M Healthcare Export if there is any change in Buyer's control or ownership.

12.1.6 3M Healthcare Export or 3M may disclose this Agreement's existence and terms at any time to a third party that 3M Healthcare Export determines has a legitimate need-to-know that information.

12.1.7 3M Healthcare Export may terminate this Agreement immediately upon written notice of a breach by Buyer or its Representatives of any of their compliance obligations.

12.2. Anti-bribery

12.2.1 Prohibited Payment.

a. The Parties intend that no Prohibited Payment (as that term is defined below) will be made with the purpose or effect of accepting or acquiescing in, public or commercial bribery, extortion, kickbacks, money laundering or other unlawful or improper means of obtaining, directing or retaining business. Accordingly, without regard to what any local law may permit or prohibit, Buyer represents, warrants and covenants that Buyer and its Representatives have not made, and will not make, authorize, or offer to make, in connection with this Agreement or any other business transaction involving 3M Healthcare Export, either directly or indirectly, for the purpose of obtaining, retaining or directing business or securing any improper advantage in connection with this Agreement or any other business transaction relating to 3M Healthcare Export, any loan, gift, donation, payment, or transfer of any other thing of value (collectively referred to as a "Prohibited Payment") to any person or entity, including but not limited to: (a) a Government Official (as defined below) or for the benefit of any Government Official; (b) any family member of a Government Official; (c) any officer, director, employee or representative of 3M, an anticipated or current 3M Healthcare Export customer or vendor, or any affiliate of either, for that person's personal benefit.

12.2.2 Government Official. "Government Official" means: (a) any employee or officer of a government, including, without limitation, any federal, regional or local department, agency or instrumentality of a government, or an enterprise owned or controlled, even in part, by a government; (b) any political party or any official or employee of a political party; (c) any official or employee of a public international organization (such as the World Bank or United Nations); (d) any candidate for political office; and (e) any person acting in an official capacity for, or on behalf of, any entity identified in subparts (a) (b), (c) and (d). Buyer understands that certain Health Care Professionals who are employed by or spend any amount of time providing services at health care facilities in which a government holds any interest – including, but not limited to, doctors, nurses, technicians, and hospital administrators – are often considered Government Officials.

12.2.3 Buyer represents, warrants, and covenants that to the best of its knowledge during this Agreement's term no owner, partner, officer, director, Key Employee (as that term is defined below), agent, subcontractor, consultant, or representative of Buyer, who provides services for or conducts business related to this Agreement: (i) is a Government Official, (ii) has a direct business or familial relationship with a Government Official, (iii) will become a Government Official during the term of this agreement, or (iv) will enter into a direct business relationship with a Government Official, in each case, who could influence a decision or action related to the purchase, prescription, or use of a 3M Healthcare Export product, or to any other governmental action that would benefit 3M Healthcare Export 's business. A "Key Employee" is any Buyer employee who has a position with decision-making authority

in respect of Buyer's relationship with 3M under this Agreement or the 3M Healthcare Export products and/or services to which this Agreement relates.

12.2.4 Buyer Agents. Where applicable, Buyer undertakes to notify 3M Healthcare Export in writing of: (a) any third party, including but not limited to commissioned agents , consultants or sales agents proposed, engaged and/or compensated by Buyer to secure or procure business in respect to 3M Healthcare Export products from any government related customer , or interact with any Government Official in connection with 3M Healthcare Export business or products; and/or (b) any third party, including but not limited to sub-Buyers or dealers, which purchases 3M Healthcare Export products from Buyer and on-sell them to any government related customers where such arrangement is supported by special prices or discounts granted by 3M Healthcare Export to the Buyer with that specific purpose.

12.2.5 Buyer undertakes not to engage any third party described in Article 2.4 (a) or (b) above unless 3M has given written authorization of the engagement. Upon 3M's request, Buyer must: (i) assist 3M in conducting due diligence to verify the said third party's identity, qualifications, ethical practices, compensation to be paid, services to be performed, and other relevant information; and/or (ii) obtain the third party's written agreement to comply with all obligations in this Article.

12.2.6 Buyer Records. Buyer will maintain Records (as defined in this Article) that accurately, fairly, and in reasonable detail, reflect all transactions and disposition of funds under this Agreement for the time period of 5 (five) years. Buyer will maintain a system of internal financial and accounting controls and procedures sufficient to provide reasonable assurances that transactions and disposition of funds are properly recorded and authorized. Buyer will comply with all applicable obligations regarding reporting transfers of value to Health Care Professionals and / or Government Officials.

12.2.7 Compliance Certification. Whenever requested by 3M Healthcare Export, Buyer will sign and deliver to 3M Healthcare Export a compliance certification to confirm Buyer's compliance with this Article.

12.3. Trade law compliance

Buyer will comply with all applicable export control, sanctions, customs and other trade-related laws, regulations, rules and licenses affecting any products or services supplied by 3M Healthcare Export, including applicable United States, European Union, United Kingdom, and local laws and regulations ("Trade Compliance Rules"). The Parties agree, in particular, as follows:

a. Import Compliance. Unless otherwise specified and agreed to by 3M Healthcare Export, Buyer will act as the legal importer of record and fulfill all Customs obligations and other Government Agency requirements, including applying for necessary registrations and import licenses required for customs clearance into the destination country. 3M Healthcare Export 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;

b. Export Controls. Buyer are advised that certain 3M Healthcare Export products are subject to export control restrictions, as indicated by the export control and harmonized tariff classifications provided on commercial invoices accompanying the shipment. Buyer will not sell, supply, export, re-export, or transfer 3M Healthcare Export products subject to export control restrictions without the requisite license or other authorization under the applicable Trade Compliance Rules or in any manner which may cause 3M Healthcare Export to be in breach of Trade Compliance Rules. Buyer will comply with the terms and conditions of any import license or authorization. 3M Healthcare Export is not liable for failure to deliver a product due to 3M Healthcare Export's or Buyer' inability to obtain or maintain any required export license or authorization and such failure does not constitute a breach of this Agreement.

c. Embargoes. Buyer represents and warrants that it will not directly or indirectly sell, supply, export, re-export, make available, transfer, or use any 3M Healthcare Export products, technology, or software in violation of any Trade Compliance Rules or in any manner which may cause 3M Healthcare Export to be in breach of Trade Compliance Rules, including restrictions on trade with restricted regions in Ukraine (the Crimea region, Sevastopol, Donetsk People's Republic, Luhansk People's Republic and the non-government controlled areas of the Zaporizhzhia and Kherson oblasts), Cuba, Iran, Syria, and North Korea. Buyer will not directly or indirectly sell, supply, export, re-export, make available, or transfer any 3M Healthcare Export products, technology, or software to Russia or Belarus. Buyer shall conduct adequate due diligence to ensure 3M Healthcare Export products, technology, and software are not diverted to any territory or person targeted by Trade Compliance Rules.

d. Restricted End Users. Buyer represents and warrants that it is not a Restricted Party (defined as any party listed in the United States' Consolidated Screening List found at https://www.trade.gov/consolidated-screening-list, (ii) the European Union's Consolidated list of persons, groups, and entities subject to European Union financial sanctions found at https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en, (iii) the United Kingdom's Consolidated List of Financial Sanctions Targets in the UK found at https://ofsistorage.blob.core.windows.net/publishlive/2022format/ConList.pdf, or (iv) any other applicable restricted party list) and is not directly or indirectly owned by one or more parties included in the foregoing lists. Buyer will not directly or indirectly engage in any transaction involving 3M Healthcare Export products, technology, or software in violation of restrictions on individuals and entities listed in the foregoing lists or any other applicable restricted party list. Buyer agrees that it will immediately notify 3M Healthcare Export upon becoming aware that Buyer or any employees of Buyer involved in the performance of this Agreement have become listed as a Restricted Party or have otherwise become subject to any such sanctions or restrictive measures.

e. WMD End Uses. Buyer represents and warrants that, unless authorized, it will not directly or indirectly sell, supply, export, re-export, make available, transfer, or use any 3M Healthcare Export products, technology, or software entirely or in part to Belarus, Burma/Myanmar, Cambodia, China, Russia, or Venezuela (1) for incorporation into a military item, or to support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of a military item (collectively "military end uses"); or (2) to or for use by the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support "military end uses."

f. Military and Other Restricted End Uses and End Users. Buyer represents and warrants that, unless authorized, it will not directly or indirectly sell, supply, export, re-export, make available, transfer (in-country) or use any 3M Healthcare Export products, technology, or software for military end use or to military end users (including to the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses) or for any other end use or end user that is restricted or prohibited under Trade Compliance Rules.

g. Military-Intelligence End Use and End Users. Buyer represents and warrants that, unless authorized, it will not directly or indirectly sell, supply, export, re-export, make available, or transfer (in-country) any 3M Healthcare Export products, technology, or software entirely or in part to Belarus, Burma/Myanmar, Cambodia, China, Cuba, Iran, North Korea, Russia, Syria, or Venezuela for design, development, production, use, operation, installation (including on-site installation), maintenance, repair, overhaul, or refurbishing of, or incorporation into, a military item intended to support the actions or functions of any intelligence or reconnaissance organization of the armed services (army, navy, marine, air force, or coast guard) or national guard of one of those countries.

h. Antiboycott Compliance. Notwithstanding any other documentary provision pertaining to the transaction(s), no party shall take or be required to take any action prohibited or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation the antiboycott laws administered by the U.S. Departments of Commerce and Treasury.

Consequences of Non-Compliance. Buyer agrees that all provisions of this Trade Compliance clause are material and violation of any representation or warranty may result in immediate termination of this Agreement by 3M Healthcare Export. Buyer agrees to cooperate fully with any investigation by 3M Healthcare Export of a suspected breach, and to protect, defend, indemnify and hold 3M Healthcare Export and any of its affiliated companies harmless from and against all losses (including losses arising in connection with investigations by government authorities) that in any way result from a breach of the representations and warranties in this Trade Compliance clause.

12.4. General compliance and product stewardship obligations

12.4.1 If the rules, regulations or laws of the Territory or if 3M Healthcare Export so requires in respect of the Products or related aspects such as packaging, labelling (including languages), disposal, electronic waste management or "Registration, Evaluation, Authorization and Restriction of Chemicals" (REACH) regulation, that any Product be

registered with, notified to, or approved by, one or more governmental agencies ("Product Registrations"), Buyer shall assist, at its cost, in any such registration, notification or approval. Buyer shall: (a) at all times maintain or support activities to maintain the Product Registrations in the Territory, (b) notify 3M Healthcare Export in a timely manner of any visits or audits to be conducted by a government authority or a notified body or regulatory body regarding the activities of the Buyer in the Territory with respect to the Products, or any impending expiration or termination of the Product Registrations in order to permit parties to obtain renewals thereof; and (c), provide true and correct copies of all Product Registration documentation at any time received. Unless prohibited by applicable law, all such Product Registrations shall be in the name of 3M Healthcare Export and such ownership should be reflected in all related documentation. The parties agree that 3M Healthcare Export shall have the right to instruct Buyer to, and Buyer shall assign or transfer the Product Registrations to a third party at 3M Healthcare Export 's sole discretion and shall not oppose any new registration for the Products by 3M Healthcare Export or its designee. Upon termination or expiration of this Agreement for any reason, Buyer shall transfer, and assign any and all Product Registrations to 3M Healthcare Export or its designee, as and when instructed by in writing.

13. Miscellaneous

13.1 Customer Events. Buyer shall provide advance written notice to 3M Healthcare Export of any key planned customer related marketing, advertising and educational events, including without limitation formal visits to customer sites, educational and training seminars, symposia, product exhibitions, congresses, lectures, any event which will be attended by a member of the media, and all such similar events (collectively, "Customer Events"). Buyer shall comply at all times with all applicable legislation and regulations in relation to Customer Events for the Products and shall indemnify and hold 3M Healthcare Export harmless from any and all loss and damage suffered arising out or in connection with Buyer's breach of the applicable legislation under this section. Although under no formal obligation to do so, 3M Healthcare Export shall endeavor to cooperate with and provide reasonable support to Buyer in connection with Customer Events in order to assist Buyer in the successful sale, rental and distribution of Products within the Territory. Any support provided to Buyer must be in accordance with 3M Healthcare Export's guidance for use of market development funds. Buyer may not use 3M Healthcare Export's market develop funding in a manner that would be perceived to gain unfair advantage with a customer, a Government Official, a Health Care Professional or Health Care Organization. Upon request, Buyer shall identify certain transfers of value, partially or fully funded by 3M Healthcare Export, provided at Customer Events to health care professionals or health care organizations in order to meet the transparency reporting obligations.

13.2 Education and Clinical Support. Buyer shall ensure that all Buyer personnel who are assigned to the Products in the Territory are properly trained in the tools, technologies and skills and bear all licenses and authorizations necessary to satisfactorily perform the required activities and to comply with all applicable laws and regulations and industry codes and standards. Notwithstanding the foregoing, the parties recognize that there may be a need for training of Buyer personnel for unique knowledge and procedures related specifically to 3M Healthcare Export 's products and services. In that regard, 3M Healthcare Export will provide training sessions on handling, storage and use of the Products to Buyer personnel at times and locations mutually agreed upon by the parties. 3M Healthcare Export shall provide additional training as reasonably requested by Buyer from time to time. Each party shall bear its own costs and expenses for all such training.

13.3 Country Specific Overlabels. If the laws of the Territory require specific information be added to the labeling on the Product ("Overlabel") in addition to that of the original product labeling, the Buyer shall be responsible for creating the Overlabel, effecting the associated process to apply the Overlabel and ensuring that it is placed properly on the Product and the Overlabel complies with applicable laws and regulations. The placement of the Overlabel shall not in any way occlude the existing Product labelling. Examples of information that would be included on an Overlabel by the Territory are listed below. This list is not exhaustive and does not address all eventualities. Registration number Buyer address Technical person responsible Address of legal manufacturer Buyer shall maintain on file as part of its regular books and records details of all Overlabeling carried out by Buyer in the Territory and provide evidence in a form satisfactory to 3M Healthcare Export that such Overlabeling complies with applicable laws and regulations.

13.4 Assignment. Buyer may not assign its rights or delegate its duties under this Agreement without 3M Healthcare Export's prior written consent. 3M Healthcare Export 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. 3M Healthcare Export may assign this Agreement to an affiliate or spun companies of 3M Healthcare Export at any time.

13.5 Waiver. A party's failure to exercise a right in one or many instances does not waive that right as to any later instance. No part of this Agreement may be waived, modified, or supplemented in any manner whatsoever (including by course of dealing or performance or usage of trade) except as expressly provided for in this Agreement, by a written instrument

signed by authorized representatives of 3M Healthcare Export and Buyer, or by 3M Healthcare Export's revision of its 3M price pages or related published materials.

13.6 Entire Agreement. This Agreement supersedes and terminates any and all prior agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement. Each party agrees that it has not relied on any representation, warranty provision not explicitly stated in this Agreement and that no oral statement has been made to either party that in any way waives any of the terms or conditions of this Agreement.

13.7 Relationship of the Parties. The relationship established by this Agreement between Buyer and 3M Healthcare Export is that of a vendor/vendee. Neither party is an agent of the other party and neither party has any authority to bind the other party, transact any business in the other party's name or on its behalf in any manner, or make promises or representations on behalf of the other party. Each party will perform all of its respective obligations under this Agreement as an independent contractor, and no joint venture, partnership or other relationship shall be created or implied by this Agreement.

13.8 Confidentiality. Each party will preserve in strict confidence any confidential information it obtains related to such things as trade secrets, manufacturing or technical know-how, business plans and the like. The parties agree that this Agreement is considered confidential between them and that it will not be made available to any third parties without the prior written approval of the non-disclosing party.

13.9 Survival of Representations. The representations, warranties and agreements contained herein shall survive the termination or expiration of this Agreement to the full extent necessary to protect the party in whose favor they run.

13.10 Provision of Point of Sales. When Buyer is an intermediate reselling Products, Buyer will provide accurate Point-of-Sales ("POS") sales data for all transactions related to Products for all customers the Buyer sells to. The Buyer will provide the data on a monthly basis, no later than the 10th day of the following month following sale in an electronic format as specified by 3M and in compliance with the POS requirements provided by 3M Healthcare Export as defined in the POS Addendum, which Buyer agrees herewith. POS sales data shall not contain actual end user sales prices, but shall contain amounts of units/products sold to the Buyers customers as well as Buyer purchase price. For sales made to other Buyers, resellers, wholesales and sub-dealers the Buyer will provide full sales data including company name and address.

13.11 Force Majeure. Except for Buyer's obligations to make payment to 3M Healthcare Export, neither party will be liable for any delay in performance under this Agreement caused by any cause beyond the party's reasonable control and without the party's fault or negligence including, but not limited to fire, floods, earthquake, epidemic or pandemic, other casualty or accident; inability to procure materials, power or supplies disruption; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of a government agency or court or any other act or condition beyond a party's reasonable control.

13.12 Data Protection. 3M Healthcare Export acts as data controller within the meaning of article 4(7) of the EU General Data Protection Regulation (GDPR). In compliance with the GDPR, 3M Healthcare Export will process personal data of Customer]'s representatives (and [Customer]'s personal data, in case he/she is a natural person), in accordance with our privacy policy found via [URL], in particular for:

- The conclusion of and the performance under this Agreement;
- Recovery of potential debts;
- Developing and managing our relationship with Buyer;
- Communicating with Buyer and its representatives;
- Complying with legal obligations

3M Healthcare Export shares personal data with its affiliated companies, as well as with its service providers. This includes entities based in the United States and other jurisdictions outside the European Economic Area (EEA) . Buyer's representatives have the right to access and correct personal data, object to the processing, and request us to restrict the processing or to delete the data. They further have the right to lodge a complaint with the relevant data protection supervisory authority.

Further information on how 3M Healthcare Export processes personal data and the rights of data subjects is provided in our privacy policy. Questions regarding the way 3M processes personal data or how to exercise any individual rights under the GDPR can be addressed to your assigned contact at 3M Healthcare Export. 3M Healthcare Export retains the right to amend this section of the contract unilaterally by notice in writing, in particular if this is required by or to comply with applicable laws.

13.13 Governing Law and Dispute Resolution. The rights and obligations of the parties under this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without giving effect to the choice of law principles thereof. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising under or related to this Agreement shall be determined by binding arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be held in St. Paul, Minnesota and shall be held in the English language.

13.14 Electronic Signature. The parties agree that electronic form of acceptance 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.

13.15 Buyer agrees that the agreement will be executed in English language only and confirms to have sufficient proficiency in English language. In case of discrepancy or contradiction with any translation, the English version of the contract shall always prevail.

ADDITIONAL TERMS AND CONDITIONS EXHIBIT

Sales from Irish entity:

Currency: Unless the Parties agree otherwise in writing, prices and payments will be in Euros.

Minimum Order Value: Products must be ordered in full case quantities. There is a minimum order value of €2,000. The minimum order value applies to each individual order received. Orders for less value will not be accepted except for emergency drop shipments. Products are assortable in full case quantities to meet the minimum order value.

Payment Terms: Buyers will supply all financial information required to establish Buyer's credit. Buyer shall maintain a satisfactory credit relationship keeping its account current at all times. Until credit terms are approved by 3M Healthcare Export, payment terms will be based on irrevocable Letter of Credit.

- Payment terms are Net 30 (Net 60 for ocean shipments). 3M Healthcare Export may add freight charges into the final invoice The payment term begins on the date listed on the final invoice. Any invoices paid beyond the invoice due date are delinquent.
- Only invoices paid utilizing Electronic Funds Transfer (EFT/EDI) accepted.
- Any payments paid by credit card will not be eligible for incentives.
- In case of Delinquent Invoices 3M Healthcare Export may pursue any or all penalties described in Compliance Section.
- Unauthorized deductions from invoice payments (deducting against or delaying payment of invoices for any reason, including pending a chargeback credit being authorized or issued) are prohibited and shall trigger penalties described in Compliance Section. 3M Healthcare Export has the right to withhold any earned incentives to offset any unauthorized deductions.

Special Pricing Authorizations (SPA): 3M Healthcare Export may choose to respond to a competitive situation at an end-user consuming account in certain circumstances with a SPA to a Buyer solely for the purpose of selling the product to the identified end user consuming account. Unless specifically noted otherwise on the SPA, Buyer may not purchase under special pricing for general stock or for end-users that are not authorized on the SPA. For additional information about the availability, requirements, and terms and conditions of such special pricing, please see the Special Pricing Authorizations page on bCom or contact your 3M Healthcare Export Sales Representative or 3M Healthcare Export Customers Account Representative.

Shipping Terms:
If applicable, Buyer will have responsibility for Intrastat reporting.

Delivery terms are based on Incoterms 2020® rules.

Unless otherwise agreed, orders shipping outside the European Union will be shipped: CIP Capital End Destination, (Incoterms 2020®). Orders shipping intra-EU will be shipped: DAP Customer's Door, (Incoterms 2020®).

Title, beneficial ownership, and risk of loss will reconcile with delivery terms and shall be retained by 3M Healthcare Export until Product(s) arrive at the place of delivery as defined by Incoterms 2020®.

Back Orders: 3M Healthcare Export does not guarantee that it will have product inventory available at the time of order. For orders where 3M Healthcare Export does not have sufficient product to ship complete, it is 3M Healthcare Export's policy to ship partial quantities and back order the balance for shipment at a later date. If the Buyer requires a single shipment, "ship complete" needs to be indicated on the purchase order. 3M Healthcare Export will not air ship product that has been backordered. Should Buyer request air shipment, this cost is at the Buyer's expense. In the event of a backorder or other limited supply of a product, 3M Healthcare Export will make the product available in a manner it determines to be fair and reasonable under the circumstances.

Shipping Terms for Hazardous Materials.

The following policy applies to the shipment of Hazardous Materials:
- Hazardous Materials are those materials classified per regulatory classification bodies such as US DOT, IATA, IMO.
- Restricted articles, hazardous materials or dangerous goods may not be suitable for air shipment.

Sales from US entity:

Currency: Unless the Parties agree otherwise in writing, prices and payments will be in U.S. Dollars.

Minimum Order Value: Products must be ordered in full case quantities. There is a minimum order value of $2,000. The minimum order value applies to each individual order received. Orders for less value will not be accepted except for emergency drop shipments. Products are assortable in full case quantities to meet the minimum order value.

Payment Terms: Distributors will supply all financial information required to establish Distributor's credit. Distributor shall maintain a satisfactory credit relationship keeping its account current at all times. Until credit terms are approved by 3M Healthcare Export, payment terms will be based on irrevocable Letter of Credit.

- Payment terms are Net 30 (Net 60 for ocean shipments). 3M Healthcare Export may add freight charges into the final invoice The payment term begins on the date listed on the final invoice. Any invoices paid beyond the invoice due date are delinquent.
- Only invoices paid utilizing Electronic Funds Transfer (EFT/EDI) accepted.
- Any payments paid by credit card will not be eligible for incentives.
- In case of Delinquent Invoices 3M Healthcare Export may pursue any or all penalties described in Compliance Section.
- Unauthorized deductions from invoice payments (deducting against or delaying payment of invoices for any reason, including pending a chargeback credit being authorized or issued) are prohibited and shall trigger penalties described in Compliance Section. 3M Healthcare Export has the right to withhold any earned incentives to offset any unauthorized deductions.

Special Pricing Authorizations (SPA): 3M Healthcare Export may choose to respond to a competitive situation at an end-user consuming account in certain circumstances with a SPA to a Distributor solely for the purpose of selling the product to the identified end user consuming account. Unless specifically noted otherwise on the SPA, Distributor may not purchase under special pricing for general stock or for end-users that are not authorized on the SPA. For additional information about the availability, requirements, and terms and conditions of such special pricing, please see the Special Pricing Authorizations page on bCom or contact your 3M Healthcare Export Sales Representative or 3M Healthcare Export Customers Account Representative.

Shipping Terms:
Delivery terms are based on Incoterms 2020 rules.

Unless otherwise agreed, orders shipping outside the United States will be shipped: CPT Import Consolidator (Incoterms 2020)

For Canada: FCA Sellers Door or DAP Customer's Door.

Note: Freight prepaid and chargeback on final invoice;

Back Orders: 3M Healthcare Export does not guarantee that it will have product inventory available at the time of order. For orders where 3M Healthcare Export does not have sufficient product to ship complete, it is 3M Healthcare Export's policy to ship partial quantities and back order the balance for shipment at a later date. If the Distributor requires a single shipment, "ship complete" needs to be indicated on the purchase order. 3M Healthcare Export will not air ship product that has been backordered. Should Distributor request air shipment, this cost is at the Distributor's expense. In the event of a backorder or other limited supply of a product, 3M Healthcare Export will make the product available in a manner it determines to be fair and reasonable under the circumstances.

Shipping Terms for Routed Transactions: If Distributor would like 3M Healthcare Export to ship via a Routed Transaction, 3M Healthcare Export will use ExWorks (Incoterms 2020) and will request Principal Party of Interest (PPI) documents to be signed authorizing Distributor's named agent to act on its behalf. For Routed Transactions the following will apply:

- Routed Transaction shall not be used for the shipment of any export-controlled item from 3M Healthcare Export.
- Because 3M Healthcare Export is not the Shipper or the Buyer of Record, 3M Healthcare Export should not be listed as the shipper on the Bills of Lading
- Distributor's named U.S. Agent is to provide copies of the Bills of Lading to 3M Healthcare Export within 5 days of the export.
- Distributor shall provide sufficient proof of export such as export declaration out of the country.
- Distributor's named U.S. Agent is to provide 3M Healthcare Export with confirmation of the AES Reporting that indicates the shipment was reported as a Routed Transaction within 5 days of the export.

- If the Bill(s) of Lading and/or the AES Reporting terms above are not met, Distributor will be advised to contact their U.S. Agent to ensure that these requirements are met.
- If requirements are not met, Distributor may be advised to select a different Agent for their Routed Transactions.

Shipping Terms for Hazardous Materials.

The following policy applies to the shipment of Hazardous Materials:

- Hazardous Materials are those materials classified per regulatory classification bodies such as US DOT, IATA, IMO.
- Restricted articles, hazardous materials or dangerous goods may not be suitable for air shipment and will not be shipped via Routed Transaction.

QUARTERLY REVIEW AND KEY PERFORMANCE INDICATORS EXHIBIT
Applicable to Wholesaler, Distributors, Dealers and Channel Partners

QUARTERLY MEETINGS BETWEEN BUYER AND 3M

Buyer´s performance shall be reviewed on a quarterly basis, covering both Business and Compliance expectations. These meetings may cover varied topics, including, but not limited to the following Key Performance Indicators:

- Sales Targets
- Purchase volumes
- Service, inventory and forecasting (as described below)
- Training of Sales Resources
- Marketing activities
- Current AR status
- Organizational structure
- Top accounts
- Point of Sale Reporting
- Anti-bribery and Trade Compliance
- Compliance Course Completion for Key Employees
- Use of trademarks, logos, etc.
- Growth Opportunities

Service

- Buyer to service the Customer with On-Time and In-Full performance >= target % as negotiated with 3M Healthcare. On-going performance to be measured monthly and targets to be reviewed at a minimum quarterly.
- OTIF Definition: Calculated by measuring the % of orders shipped on-time and in-full based on the original promise date calculated from the standard lead time, or the customer requested date, whichever is greater.
- Buyer to provide Total Customer Lead Time Accuracy within 95% confidence interval or within 2 standard deviations of target as measured monthly. Total customer lead time as well as the individual components will be provided to the Buyer. On-going performance to be measured monthly and targets to be reviewed at a minimum quarterly.
- Buyer Total Customer Lead Time Accuracy Definition: Calculated by adding the order placement and pick pack days, domestic transportation and export days, export transport days (ocean or air), and inland transport and receival days to get the total customer lead time target and comparing to the actual performance. Target performance should be achieved with a 95% confidence level.

Inventory

- Adequate safety stock should be maintained by the Buyer to buffer against forecast and supply variability and achieve target service level performance. Safety stock levels should be mutually agreed upon. On-going performance to be measured monthly and targets to be reviewed at a minimum quarterly.
- Safety Stock Formula: Calculated by multiplying your desired service factor (Z score) by the standard deviation in lead time (σdLT), which is the degree and frequency by which the average lead time differs from the actual lead time.

Forecast

- Forecast attainment of 90% - 110% for A items, 80% - 120% for B items, 60% - 140% for C items as measured monthly. Product classification into A, B, and C will be reviewed on-going to manage changes.
- Note that supply cannot be confirmed for demand outside of these tolerances.
- Forecast Attainment Definition: Calculated by dividing the actual sales by the sales forecast and multiplying by 100. For example, if you had a sales forecast of $10,000 and sold $9,000, your forecast attainment is 90%. A items represent the top 80% of sales. B items represent the next 15% of sales. C items represent the bottom 5% of sales.

QUALITY AGREEMENT AND CONSIDERATIONS REGARDING REGULATORY LICENSES EXHIBIT

1. If so agreed upon with 3M Healthcare Export, Buyer shall assist, at its cost, with registrations, notifications or licenses (Product Registrations) required by local healthcare regulators. Buyer shall: (a) at all times maintain or support activities to ensure the Product Registrations in the Territory, (b) notify 3M Healthcare Export in a timely manner of any visits, inspections or audits to be conducted by a government authority, a notified body or other regulatory body regarding the activities of the Buyer in the Territory with respect to the Products, or any impending expiration or termination of the Product Registrations in order to permit parties to obtain renewals thereof; and (c), provide true and correct copies of all Product Registration documentation at any time received. Unless prohibited by applicable law, all such Product Registrations shall be in the name of 3M Healthcare Export or its designee and such ownership should be reflected in all related documentation. The parties agree that 3M Healthcare Export shall have the right to instruct Buyer to, and Buyer shall assign or transfer the Product Registrations to a third party at 3M Healthcare Export 's sole discretion and shall not oppose any new registration for the Products by 3M Healthcare Export or its designee. Upon termination or expiration of this Agreement for any reason, Buyer shall immediately transfer, and assign any and all Product Registrations to 3M Healthcare Export or its designee, as and when instructed by in writing.

2. Once Regulatory Approval for the Product is obtained, Buyer shall use Commercially Reasonable Efforts to maintain such Regulatory Approval. Notwithstanding the foregoing, should Buyer elect not to maintain such Regulatory Approval, then Buyer shall (a) provide 3M Healthcare Export with eight (8) months notice of its intent not to maintain such Regulatory Approval. If 3M Healthcare Export notifies Buyer during such eight (8) month period that 3M Healthcare Export desires to exploit any such Regulatory Approval, Buyer shall (i) use Commercially Reasonable Efforts to maintain the Regulatory Approval during the aforementioned notice period, (ii) immediately take all steps necessary to assign such Regulatory Approval and to assign or otherwise grant rights to 3M Healthcare Export or its designee at no cost to 3M Healthcare Export to use (e.g., a royalty-free license) any other rights and assets Controlled by Buyer or its Affiliate required for 3M Healthcare Export to exploit such Regulatory Approval. Buyer shall set up safety data exchange processes which shall include an obligation for sub-Buyers to provide safety data to the Parties.

3. Buyer represents and warrants that it holds all applicable licenses and other credentials to purchase and import the products and shall sell such products only to other purchasers who also hold such applicable licenses and credentialing to sell the product. 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 3M Healthcare Export.

4. 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 or their packaging are not permitted without prior written approval from 3M Healthcare Export. Buyer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products without prior approval from 3M Healthcare Export. 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 not represent or advertise any product as "new" that has been returned open or repackaged. Buyer shall cooperate with 3M Healthcare Export with respect to any Product tracking/tracing systems that may be implemented from time to time.

5. It is Buyer sole responsibility to determine if the Products are compliant with the regulations and laws applicable in the country where they will use or commercialize 3M Healthcare Export´s Products or have a reason to believe that the Products will be used or commercialized. Buyer shall comply with all applicable regulations and laws related to the import, handling, transportation, storage, use, processing, disposal, distribution, sale, servicing, repair and resale of Products and to any of Buyer' products that contain or are made by using Products, as well as comply with the standard industry practice for the installation of the Products, if applicable. This includes all responsibility related to Hazard Communication and labeling (local and supplemental) of products.

6. Buyer shall establish documented and maintained Quality systems per applicable standards (ex. ISO 13485, ISO 9001) and regulations requirements. Buyer shall maintain records for activities conducted by their site. As applicable, records will be maintained for the following activities as related to the Product:

    - Service and repair (DHR)
    - Product receiving records
    - Product storage and handling

- Pest Control records
- Distribution records (traceability controls)
- Manufacturing records (ex. instructions for label application/over labeling, Risk Management Controls/File, etc.)
- Nonconforming Material Handling
- Training records of personnel
- Regulatory Authority communications and submissions
- Complaint and field action/advisory notice records
- Destruction records

7. 3M Healthcare Export or its designees may provide documentation to support product licensing and registrations requested to Buyer. Buyer shall provide product licensure and registration documentation to 3M Healthcare Export or its designees. 3M Healthcare Export or its designees may provide Buyer their regulatory approved promotional materials to support product marketing. Products shall not knowingly be sold into applications/intended uses or areas/markets that are not authorized and approved by 3M Healthcare Export. No changes may be made to product form, fit, function or claims.

8. Buyer is responsible for notifying 3M Healthcare Export or its designees (at an email address provided by 3M Healthcare Export) within one (1) business day of any adverse event or medical/alleged injury event. Other customer complaints, product quality, received by the Buyer shall be reported to 3M Healthcare Export or its designees within two (2) business days. 3M Healthcare Export or its designees have primary responsibility to process product complaints to meet applicable regulatory and standard requirements. 3M Healthcare Export or its designees may contact Buyer, as applicable, to gather information to support the complaint investigation; Buyer is responsible to respond to 3M Healthcare Export or its designees in a timely manner, within 48 hours.

9. 3M Healthcare Export or its designees are responsible to notify Buyer of Field Actions and/or Advisory Notices. Buyer and 3M Healthcare Export or its designees will coordinate execution of Field Actions and/or Advisory Notices (as applicable per the Quality Agreement). 3M Healthcare Export or its designees will work with the Buyer to coordinate communications to consignees and with consignee responses. Buyer will support the required activities to implement the Field Action and/or Advisory Notices in the local country.

Regulatory Reporting

a. Complaint Handling / Adverse Event Reporting. Buyer shall notify 3M Healthcare Export or its designees immediately of (a) all adverse events, comments or complaints by Buyer's customers regarding the Products, including comments regarding the Products' quality (e.g. stability, contamination, potency, condition, packaging, or any other attributes or defects) and (b) all adverse events that may be attributable to the Products or customer's use of the Products. Buyer shall provide 3M Healthcare Export or its designees with information regarding the reporting requirements in the Territory.

b. Alleged Defects. In the event of an actual or alleged malfunction or defect of a Product, Buyer or its representatives or agents shall not make any statement as to the cause, prior to receiving 3M Healthcare Export or its designees' written analysis of such malfunction or defect as well as 3M Healthcare Export or its designees' communications related to the malfunction or defect to customers and/or authorities and shall thereafter make no statements contrary to or inconsistent with the proposed communication strategy.

c. Product Recall. If either party believes that a recall of any Products in the Territory is desirable or required by law in the Territory or elsewhere, it shall immediately notify the other party. Subject to Remedial Actions (see below), the parties shall then discuss reasonably and in good faith whether such recall is appropriate or required and the manner in which much recall should be handled. The Buyer shall help 3M Healthcare Export or its designees in all communications with the relevant competent authority with respect to reporting and recalls.

d. Remedial Actions. It is 3M Healthcare Export's exclusive right to issue recalls, safety alerts, advisory notices or similar remedial actions with respect to the Products (including any single line or type of Products). In the event of such remedial action or any action involving or in connection with an audit conducted by a government authority, notified body or regulatory body regarding the activities of the Buyer with respect to the Products, Buyer shall support and fully co-operate with 3M Healthcare Export or its designees to comply with applicable laws and regulations, and Buyer will notify its customers and, upon 3M Healthcare Export or its designees' request, retrieve or destroy Identified Products. Buyer shall maintain appropriate records typical of those maintained by a Buyer of medical products or as required by law to allow Buyer and 3M Healthcare Export or its designees to identify affected Products and their storage, movement and

location. Such audit information and recalls must be made available to 3M Healthcare Export or its designees upon request. Costs associated with recall or field actions including customer notifications, product replacement/credits and destruction costs up are covered by 3M Healthcare Export or its designees. Other administrative and personnel costs associated with recall or field actions are to be covered by Importer/Buyer.

e. Buyer shall maintain facilities where Product-inventory shall be kept and internal activities under this Agreement shall be performed ("Facilities", which include the Buyer's warehouse) suitable for the conduct of Buyer's business, and in compliance with rules, regulations and laws of the Territory, Buyer agrees that 3M Healthcare Export or its designees may Inspect, or have Inspected the Facilities to determine compliance with rules, regulations and laws of the Territory and Buyer's obligations hereunder. In the event of an any proposed or actual inspection by a governmental authority or other emergency Involving the Product, 3M Healthcare Export or its designees shall have the right at any time upon oral or written notice to Buyer to conduct an inspection of the Facilities and of Buyer's records relating to the Products to ensure compliance with rules, regulations or laws of the Territory and the terms of this Agreement.

f. When applicable, Buyer shall support downstream customer entities, including coordinating product servicing, marketing / sales, and product related complaints in addition to potentially regulatory authority reporting and recalls, for products already existing in country prior to this agreement effective date. Communications between Buyer and 3M Healthcare Export or its designees on such interactions shall be timely and without delay to ensure customers are serviced and regulatory requirements are maintained for distributed products already in market.

SUMMARY OF OVERALL RESPONSIBILITIES AND OBLIGATIONS OF EACH PARTY

For purposes of this section Importer and Buyer are interchangeable terms

R= RESPONSIBLE	The person who is assigned to do the work.
A= ACCOUNTABLE	The person who makes the final decision and has the ultimate ownership.
C = CONSULT	The person who must be consulted before a decision or action is taken.
I = INFORMED	The person who must be informed that a decision or action has been taken

Requirements	Responsibility		Clarification of Responsibilities
	3M HC Exporter Manufacturer	Buyer Importer	
Quality Systems			
Quality System	R	R	Quality systems shall be established, documented and maintained by the Manufacturer per applicable standards and regulations requirements. It is required that the Importer has written procedures for, at a minimum, receiving, handling, storage, pest control, distribution, over labeling (if authorized), identification and traceability of Product, complaint handling, and Recall/Field Actions, Regulatory Authority communications and submissions, product destruction and Service and repair (DHR), Non-Conforming Product Reports/Material Handling, Training records of personnel
Qualifications	-	R	Importer shall ensure that personnel have adequate combination of education, experience and training to perform job functions. Records of training will be maintained.
Certificate(s) (ex MDSAP, ISO)	R	R	Manufacturer will maintain and provide a copy of the certificate to the Importer within 30 days of receipt from the Auditing Organization. Importer is responsible to submit the copy to Regulatory authority within 30 days after issuance or before certificate expiry date (whichever is the lesser) or when it is needed for certification in (name of country) for import.
Changes of activities and responsibilities	R	R	Manufacturer and the Importer are responsible to inform each other about changes in the described activities & responsibilities of this Quality Agreement.
Quality Agreement	R	C	Manufacturer, along with input from Importer, is responsible for the preparation and facilitation of regular review of this Quality Agreement.
Documentation Control			
Change Control	R	R	Manufacturer shall keep the Importer informed of changes affecting Importer operations. The Importer is responsible for updating affected documents at its sites when appropriate. Manufacturer is responsible for assessing Product changes and when necessary, providing written notice of such changes to the Importer. Examples include, but not limited to: - Change to the intent to supply any or all of the Product - Changes to the part number, description or significant labeling information of the Product - Changes to the intended use of the Product - Changes to design of the Product that affect the form, fit or function, particularly dimensional changes - Updates to software - Changes to service and repair procedures - Change in shelf-life (expiry)

Record Retention	R	R	Importer will maintain records for activities conducted by their site. At minimum, records will be maintained for the following activities as related to the Product: - Service and repair (DHR) - Product receiving records - Product storage and handling - Pest Control records - Distribution records (traceability controls) - Manufacturing records (ex. Instructions for label application/over labeling, Risk Management Controls/File, etc.) - Non-Conforming Product Reports/Material Handling - Training records of personnel - Regulatory Authority communications and submissions - Complaint and field action/advisory notice records - Destruction of Records Records will be made available to the manufacturer upon request and will be retained for: - the projected useful life of the device - 10 years after the date of the device shipped. Note: 15 years after the date of the implantable device.
Regulatory			
Delegation of Authorized Representative (Letter of Authorization)	R	R	Importer will complete and submit Delegation of Authorization Form, which allows the Importer to notify medical complaints, foreign risk notifications and recalls to Regulatory authority on behalf of the Manufacturer. The Manufacturer will approve this form to allow this delegation. Importer also has an obligation to report the same activities as the Importer.
Regulatory Submission (if applicable)	R	R	Manufacturer is responsible to provide accurate and accessible regulatory documentation, Product samples for local testing for regulatory submission, if needed and Product labelling necessary for Product approvals or regulatory authority requests. Importer is responsible for product registrations, site registration and renewals according to local regulatory requirements. Registration documents and approvals shall be provided to and made accessible to the Manufacturer within 30 days from submission to the Regulatory authority.
Promotional Materials	R	R	Manufacturer is responsible to provide any technical information required to support the review of local promotional materials. Promotional materials revised/developed by the Importer shall meet local regulatory requirements. Promotion of off-label use and false or misleading advertisement of the Products in the Importer market is strictly prohibited under the terms of this Quality Agreement.
Foreign Risk Notification (FRN) (only applicable for Canada)	R	R	Manufacturer and Importer of Class II to IV devices must notify Regulatory authority of any serious risk of injury to human health that the holder receives or becomes aware of and that is relevant to the safety of the device, regarding the following "notifiable actions": - Risks that have been communicated by any regulatory agency - Labelling changes communicated to or requested by any regulatory agency - Recalls, reassessments, suspensions or revocations of authorizations. FRN is only required if there is no action being taken in the country or if the action will not be initiated within the 72 hours. If a FRN is required, the Importer will notify Health authority as Importer and on behalf of the Manufacturer.
Incident / Mandatory Problem Reporting (MPR)	R	R	Manufacturer shall have responsibility for and shall process all adverse event reports received in relation to the Product in accordance with Regulatory authority. Manufacturer shall evaluate for reportability and prepare reports and provide to the Importer. Importer shall act on behalf of the Manufacturer and notify the Regulatory authority of adverse events within the required timelines. The Importer shall be responsible to notify Regulatory authority of adverse events and incidents on behalf of the Manufacturer and as the Importer, within the required timelines.
Annual Summary Reports	R	I	Importer is responsible to notify Manufacturer of applicable Summary Reports. Manufacturer is responsible to conduct summary reporting and notify Importer of changes to what is known about benefits and/or risks. Class II reports are required on a biennial basis and Class III & IV reports on an annual basis. Reports are only required to be submitted to Regulatory authority if there is a change to the benefits/risks, or upon request. Report will be submitted by the Manufacturer within 72 hours.
License Renewal (if applicable)	I	R	Importer is responsible for mandatory annual license renewal issued by Regulatory authority. Importer will provide all licenses and registration documentation to prevent delays in shipment from Manufacturer. Manufacturer will inform Importer regarding product and/or license discontinuations. Manufacturer will supply Importer with requested documentation to support the license / registrations.
Change Notification	R	R	Manufacturer will inform Importer of Product changes. Importer will assess and determine appropriate notification to Regulatory authority (i.e., amendments, fax backs, yearly notification of minor changes, etc.). Importer will inform Manufacturer if actions with regulatory agencies are required within 30 days from submission to the regulatory authority.
Facilities and Equipment Controls			

Suitable Premises / Building Maintenance	-	R	Importer shall have facilities, workflow and material handling such that Products are protected from damage, contamination or mix-up during service, repair, receiving, handling, storage and distribution, including pest control and environmental controls.
Equipment	R	R	Importer shall maintain equipment used in the service, repair, receiving, handling, storage and distribution of Products in working condition to meet specified requirements. Importer shall acquire proprietary testing equipment from Manufacturer. Manufacturer is responsible for providing such proprietary equipment.
Provision of service manuals	R	I	Manufacturer is responsible to provide instructions and service manuals to the Importer.
Equipment Service	A	R	Importer is responsible to service equipment per the instructions & Specifications provided by the Manufacturer and local regulations.
Purchasing Controls			
Product Ordering	-	R	Importer is responsible to order only registered products if a registration is required.
Supplier Control	-	R	Importer is responsible for the approval and control of its suppliers. The Importer shall only use materials and/or services from approved suppliers for activities associated with the quality system, as applicable.
Premises/ Subcontracting	-	R	Importer shall service, repair, warehouse and distribute the Product at its site(s) as defined in this QA and shall not use or transfer any of the receiving, inspection, handling, storage, packing, service, repair, or distribution operations for the Product to third parties or other sites without the prior written consent by the Manufacturer. Such approval shall not be unreasonably withheld, conditioned or delayed. The Importer remains responsible for the fulfillment of the terms and obligations of this QA by its subcontractors.
Materials Control	-	R	Importer shall ensure that materials procured locally for use in Product distribution are in full compliance with the Manufacturer's requirements.
Product Control			
Product Release	R	-	Manufacturer shall ensure the Product is manufactured in accordance with applicable regulations, standards, and internal procedures requirements, and the Product supplied meets final Product specifications. Manufacturer is responsible for release of Product manufactured and shipped to the Importer.
Product Certifications (ex CoA, CoLC, and CoC)			As applicable, Manufacturer shall provide product certification (ex CoC, CoA, CoLC) with product shipping to be able to use it during the receiving inspection. For medical equipment, CoA or testing report for electrical safety testing shall be provided by the Manufacturer for receiving inspection upon request and if required to meet local regulatory requirements.
Receiving Inspection	I	R	Importer is responsible for inspection/ reconciliation of Manufacturer's Product during receipt. Any issues, including, but not limited to damage incurred to the Product from shipping, or missing or extra pieces, shall be communicated to the Manufacturer in a timely manner.
Over labeling (if applicable)	-	R	Importer shall design and apply labeling specific to meet Regulatory authority regulatory requirements. Importer shall ensure that any labeling applied to the packaging shall not obscure any labeling applied by the Manufacturer. Importer must obtain Manufacturer's approval on all applied labeling prior to product distribution.
Product Storage, Shipment and Handling	R	R	Manufacturer is responsible for establishing and documenting the required storage and shipment conditions and for providing this information to the Importer. Importer shall receive, handle, store and distribute Product in accordance with the applicable Manufacturer's requirements as well regulatory requirements. While under the ownership and control of the Importer, the Importer is responsible for ensuring Product quality and to avoid Product deterioration, theft, contamination or comingling with any other materials.
Identification and Traceability	R	R	Manufacturer and the Importer shall maintain a system to assure the proper acceptance and identification of Product manufactured, received, stored, and distributed. Manufacturer is responsible for the traceability of Product manufactured, released and shipped to the Importer. Importer is responsible to assure traceability of the distributed Product to the first-level consignee. Importer shall maintain records on Product, including lot/sub-lot/serial numbers and distribution information to ensure Product traceability.
Product Non-Conformances / Failure Investigations	R	R	Manufacturer shall inform the Importer of the occurrence of a confirmed Product nonconformance affecting Product shipped to the Importer within two (2) business days. Importer must notify the Manufacturer as soon as possible, upon the occurrence of a confirmed Product nonconformance, questionable result, or Product failure. Manufacturer shall investigate the failure and work with the Importer as needed.
Material Segregation	-	R	Importer shall be responsible for segregating or clearly identifying, returned, rejected, obsolete, or otherwise non-conforming materials to prevent unintended use.
Rework	R	R	Importer may perform rework activities as directed by the Manufacturer. Manufacturer is responsible for providing rework instructions to Importer. Any rework activity initiated by the Importer shall be documented and approved prior to start of rework by the Manufacturer.

Product Returns	-	R	Importer shall handle Product returned from its customers without undue delay and determine returned Product disposition. Note: may not be applicable for all products (for example products with shelf life or drug products).
Product Disposal	-	R	Importer is responsible for disposal of returned, damaged or expired Product or packing materials under its possession. The Importer shall retain the data for disposed Product, including lot/sub-lot/serial number, and the certificate of destruction from the waste disposal company used by the Importer.
Unique Device Identifier (UDI) (Applicable to medical device products)			Manufacturer shall provide product UDI information used for UDI registration for the registered product under Importer product license. Importer shall provide the registered product list to the manufacturer.
Complaints			
Product Complaints	R	R	Customer complaints regarding Product shall be received and recorded by the Importer. Importer is responsible for notifying the Manufacturer within one (1) business day of any adverse event or medical/alleged injury event. Other customer complaints, product quality, received by the Importer shall be reported to the Manufacturer within two (2) business days. Manufacturer shall establish and maintain procedures for receiving, reviewing, and evaluating complaints. The Manufacturer shall complete any required investigation. Complaint investigations shall be documented, and records maintained. Complaint records, and the device evaluated, if applicable, shall be retained by the Manufacturer until released for disposal per Manufacturer's procedures. The Manufacturer shall have primary responsibility to investigate, plan and implement the corrective action(s) when applicable regarding such complaints. If requested to further aid in the investigation, the Importer shall perform follow up activities to obtain additional information from the customer. Each Party shall cooperate with the other Party to the extent reasonably necessary to resolve outstanding complaints in a timely manner. The Importer is responsible for communication with the customer. Reference: Product Returns for processing customer returns and samples.
Service Quality Complaints	C	R	Importer will investigate if Product shipped fails to conform to its expiration or temperature requirements or has in any way been adulterated. The Importer will implement corrections/corrective actions with support from Manufacturer as required. Importer shall investigate any shipping complaints received from its end user (for example, incorrect Product shipped to customer). Such complaints shall be managed by the Importer and shall NOT be reported to the Manufacturer.
Product Recall / Field Action / Advisory Notice			
Product Recall / Field Action/Advisory Notice	R	R	If either Party determines that a serious event, incident or circumstance has occurred, such Party shall advise and consult with the other Party regarding such event. The final determination whether a recall / field action and/or Advisory Notice is initiated is made by the Manufacturer according to regulatory requirements. Manufacturer shall notify the Importer when such decision is made. Importer will provide distribution and other related records to the Manufacturer upon request. Importer shall be responsible for notifications to first level consignees regarding field actions or advisory notices. The Authorized Representative shall be responsible for reporting and submitting required documentation to Regulatory authority with input from the Manufacturer, within the required timelines.
Audits			
Audits by a Regulatory Authority	R	R	Importer shall permit regulatory authorities to inspect facilities at which the Product is received, handled, stored, serviced, distributed and related records. Importer shall notify the Manufacturer in writing of any Regulatory Audit within 24 hours of notification by the regulatory authority. Importer shall notify the Manufacturer of any regulatory findings or observations identified during a facility inspection impacting the Product. Manufacturer is responsible for corrective actions related to Product. Importer is responsible for corrective actions related to Importer´s processes and will work with Manufacturer as needed.

POINT OF SALE DATA EXHIBIT

Applicable to Wholesaler, Distributors, Dealers and Channel Partners

Point of Sale Data (POS) data gives 3M Healthcare Export and its Buyers the capability to better develop an understanding of users of 3M Healthcare Export products and their needs, and to train and support them, all of which contributes to developing the business of 3M Healthcare Export and of its Buyers. POS data will also be used by 3M Healthcare Export to compensate its employees for the work they do in helping grow 3M Healthcare Export business via its Buyer channels.

Point-of-Sale Information: Point-of-Sale (POS) data is information regarding the resale of 3M Healthcare Export Products. POS is frequently referred to as tracings. POS also includes claims against chargeback (sometimes referred to as ship and debit) contracts. POS must reflect all 3M Healthcare Export product transfer and resale activity including:

- Sales to ship-to end customers (including cash sales and manufacturing drop ships).
- Sales to other Buyers.
- Returns.

3M Healthcare Export will use and disclose POS information for its legitimate business purposes identified below.

POS Rights and Limitations

Permitted Uses

- 3M Healthcare Export may use POS to determine compensation for its sales force.
- 3M Healthcare Export may use POS to understand market trends, identify and meet end customer needs, and help Buyers to grow 3M Healthcare Export sales.
- 3M Healthcare Export may use POS for auditing the validity and accuracy of the data.

Restrictions of Use

- 3M Healthcare Export will not resell POS or share the Buyers' POS with other Buyers. Disciplinary action, up to and including termination will be enforced on 3M Healthcare Export employees who are deemed to have improperly used POS.
- During, or following termination of this Addendum, POS will be managed by 3M Healthcare Export as it manages its own confidential information.
- 3M Healthcare Export will only provide POS information to users who have participated in appropriate training on the privacy and security management of data.
- POS data will only be circulated within 3M Healthcare Export on a need-to-know basis; recipients will have completed all relevant compliance courses and must have an appropriate 'intent of use'.
- 3M Healthcare Export may share POS with third parties that are appointed to perform value added services for 3M Healthcare Export. Each of these third parties will be required to treat POS as confidential and to use it only to perform services on 3M Healthcare Export's behalf.

Confidentiality

- POS is considered confidential information and will be treated by 3M Healthcare Export as such.
- Any documents, analysis, materials, shared by 3M Healthcare Export with Buyers as a result of POS data provision shall be treated as confidential data by Channel partner and shall not be shared with any third parties without 3M Healthcare Export's prior written consent.

Falsification

- Intentional falsification of POS is considered unethical. 3M Healthcare Export reserves the right to terminate the Channel Partner relationship if false or misleading POS is submitted.

Excluded Data: POS shall not include:

- Resale pricing information unless requested by 3M Healthcare Export and permitted by law, e.g., the price at which a channel partner resells 3M Healthcare Export products. Buyer is completely free to

determine the price at which it resell 3M Healthcare Export products; however, 3M Healthcare Export may issue recommended resale prices as permitted by law.

- Individual or Patient names, their street addresses, city, or phone numbers. For POS reflecting sales to individuals or patients, the POS must not include the individual's name, street address, city, or phone number.
- Information that breaches applicable data privacy regulations.

FOR EU COUNTRIES: In the ad hoc event POS contains any personal data, Buyer, as data controller, is responsible for processing personal data of its customers in compliance with all applicable data protection laws, including information obligations to their customers and determining lawful basis of processing for transferring POS data to 3M Healthcare Export.

Point of Sale Submission: To begin the process of submitting POS to 3M Healthcare Export, a 3M Healthcare Export representative such as the sales representative or account manager, is responsible to ensure the 3M Healthcare Export team who manages the collection of POS is informed and has provided the Buyer's contact details. Once the 3M Healthcare Export team receives the contact details, that team is then responsible for providing the Buyer with an orientation of the POS information packet.

2.1 Submitting POS to 3M Healthcare Export must be in compliance with the following requirements:

- Frequency: POS must be submitted by the Buyer at a minimum of once a month. Submissions must be no later than the 10th day of the subsequent month, i.e. February data must be submitted by March 10th.
- Format: POS and chargeback claims must be submitted via one of the three electronic methods:
    1. EDI (ANSI X12 867 Product Transfer and Resale).
    2. Tab delimited text file in compliance with the approved 3M Healthcare Export POS template uploaded by the Buyer at https://www.3M Healthcare Export.com/3M Healthcare Export/en_US/commerce-login/
    3. Via Data Acquisition Vendor (DAV) or 3rd Party Provider in 3M Healthcare Export's preferred format

2.2 Channel Partner onboarding is an iterative process and is based on several factors:

- Support and engagement 3M Healthcare Export Business
- Establish 3M Healthcare Export Team contact and Buyer relationship
- Communication between 3M Healthcare Export Team contact and the Buyer contact
- Buyer's onboarding capability
- Buyer's response time
- Buyer profile setup in 3M Healthcare Export's system
- Buyer's POS data file volume and size
- Training of Buyer's contact (orientation of the POS information packet):
    - Review of 3M Healthcare Export Guidelines for Managing Buyer POS Data document
    - Review of POS template
    - 3M Healthcare Export Team provides Buyer contact with the Following:
- List of accounts in their hierarchy
- Buyer ID
- Static ID to be included with each submission
- List of country codes
- Channel Partner test file submission
- Walk-through of end-to-end process

2.3 POS Data Fields (Mandatory identified with *):

Field Name	Description

*Channel Partner ID	3M Healthcare Export customer number.
Sales Org	Country Code - *Mandatory for GTMS deployed areas.
*Channel Partner Name	Channel Partner company name.
*Ship To Customer ID	Buyers Unique Identifier for the End Customer.
*Ship To Customer Name	Name of end customer to whom product was shipped.
*Ship To Address	Address of end user to whom product was shipped.
*Ship To City	City of end user to whom product was shipped.
*Ship To State	State or province of end user to whom product was shipped.
*Ship To Postal Code	Postal Code of end user to whom product was shipped.
*Ship To Country	Country of end user to whom product was shipped.
*Product Catalog Number	3M Healthcare Export product catalog number.
Product SKU	3M Healthcare Export SKU of 3M Healthcare Export product catalog. Mandatory if product catalog number is not provided.
Product UPC	3M Healthcare Export UPC code of 3M Healthcare Export product catalog. Mandatory if product catalog or product SKU is not provided.
*Product Description	Description of 3M Healthcare Export product.
*Invoice Date	Date invoice was generated for bill-to by Buyer. Must be YYYYMMDD and be within the same month.
Invoice Number	Number that appears on bill-to invoice from Buyer.
*Quantity Shipped/Returned	Number of units sold or returned. Show return as a Negative (-) quantity.
*Unit of Measure	Unit of measure order was placed in.
*Channel Partner Unit Cost	Price paid for 3M Healthcare Export product by Channel Partner.
*Extended Channel Partner Cost	Cost multiplied by the Quantity Shipped (or Returned).

Field Name	Description
Currency Code	3-character ISO currency code for the transaction.
Reporting Period Start Date	Minimum date range for the Claim being submitted.
Reporting Period End Date	Minimum date range for the Claim being submitted.

Please do not insert fields or provide additional information that does not exist in the 3M Healthcare Export POS Template. 3M Healthcare Export does not accept Excluded Data.

In the unfortunate event that the Buyer's IT system does not reasonably allow them to avoid providing any data that would be deemed to be personal data under local laws, the transfer of such data must be protected in compliance with local data privacy regulations.

Buyer assumes all risk of liability for submission of data or other information that does not comply with data privacy requirements or other applicable laws. 3M Healthcare Export shall not be liable and Buyer shall indemnify and hold 3M Healthcare Export harmless for any losses, damages, fines, fees, costs or expenses associated with or resulting from Buyer's transmission of private data, alleged breach of data privacy requirements, or other alleged violations of applicable law.

Point-of-Sale Conformance Management: Complete POS data files represent all Buyer transactions of 3M Healthcare Export materials sold between the Buyer and end customers or sales to other Buyers. To be compliant, Buyers are expected to submit timely POS data files that are complete and accurate.
Notwithstanding the provisions in article 4.2, if the Buyer's POS is non-compliant for any reason, 3M Healthcare Export may request that the Buyer take action to improve their POS data or request clarification and evidence to confirm the POS sales reported are accurate. The Buyer is expected to allocate resources and improve the quality of POS within a reasonable time frame. The Buyer must provide the resource's contact information and notify 3M Healthcare Export of any changes in resources.

- POS must be submitted on-time and transmitted as described in section 2.1.
- POS must contain all required fields as outlined in section 2.3.
- Established Buyers who have decided to start providing POS must submit Last Year and Current Year's POS data, minimum of 13 months of POS data, 13 months to cover data in arrears.
- New Buyers must provide three consecutive months of POS before any benefits will be conveyed.

Point-of-Sale Compliance

Audits: During normal business hours, 3M Healthcare Export may set up a meeting to perform onsite audits of the Buyer's POS Data records as they relate to the Buyer's business relationship with 3M Healthcare Export. At the request of 3M Healthcare Export, the Buyer must within 20 days supply documentation including original customer purchase orders, copies of customer invoices and copies of customer re-bills. If documentation is not supplied within 20 days of the request, any associated chargeback claims may be denied. Intentionally requesting unauthorized chargeback payments is illegal. For tax purposes, the Buyer must maintain chargeback and other records for 7 years from the date of the Channel Partner's sale of the products and must make those records available to 3M Healthcare Export upon request. As part of an audit, 3M Healthcare Export may also examine end customer data for substantiation of a Buyer's chargeback claim.

- POS and chargeback validation include cross-referencing the Buyer's values to 3M Healthcare Export values (e.g. price, quantity, unit of measure, product ID).
- Price and quantity validation against actual orders.
- Chargeback agreement eligibility verification.
- Duplication detection.

Compliance: 3M Healthcare Export reserves the right to change any prices, terms and/or conditions of sale without notice. In the event 3M Healthcare Export finds a violation of any of the policies or procedures outlined in this document or in the signed Buyer Agreement or in superseding correspondence, 3M Healthcare Export may pursue any or all of the following remedies in addition to any other remedies available to 3M Healthcare Export:

- Terminate the 3M Healthcare Export Buyer Agreement.
- Hold future shipments.
- Deny future chargeback claims.
- Recover monies paid in violation of these policies either by reducing future chargeback credits by the unauthorized chargeback amount or by payment to 3M Healthcare Export.
- Remove or exclude Buyer from promotional programs.
- Charge Buyer for the reasonable costs of 3M Healthcare Export's audit.
- Utilize the services of a collection agency and/or attorney to collect amounts past due. In such an event, the Buyer will be liable for all costs and fees (including collection fees and services or attorney fees, costs and expenses) arising out of the collection efforts.

Chargeback Programs (*if applicable):* Chargeback Agreements are contracts that specify prices for specific end customers. Chargeback Agreements have historically been referred to as tracing rebates or ship and debit. For products on Chargeback Agreements, the Buyer purchases product(s) from 3M Healthcare Export at a Buyer List Price. A Chargeback Claim is the method by which the Buyer is reimbursed for the difference between the Buyer List Price and the Chargeback Agreement Price. Claims must be validated with POS data. The requirements to participate in the Chargeback Program are as follows:

- Minimum annual 3M Healthcare Export purchase requirement determined by business group and 3M Healthcare Export global area leadership.
- Minimum activity requirement determined by business group and 3M Healthcare Export global area leadership.
- The Buyer will not be able to participate in ON-Invoice End User deviations and Chargeback Program, no contract deviations at time of order.

Submitting Chargeback Claims: To submit a claim, the Buyer must provide compliant POS. Only valid claims will be accepted. If there is no valid claim, the POS line must still be submitted without the claim. To be valid, the claim must: (3M Healthcare Export will credit the Buyer's account for allowable chargebacks.)

- Only include products sold to end customers, specifically identified on the Chargeback Agreement at the time of sale.
- Only claim products expressly authorized on the on the Chargeback Agreement at the time of the sale.
- Only claim products purchased from 3M Healthcare Export Company. Claims submitted for products purchased by 3rd parties or 3M Healthcare Export subsidiaries outside of the authorized geography are not permitted.
- Not include products purchased below normal Buyer's list price.
- Not include free goods or samples.
- Not include products sold to other resellers.

Unauthorized Deductions: Claims can only be approved by 3M Healthcare Export. The Buyer cannot self-deduct and submit short payment. This is a violation of the 3M Healthcare Export Guidelines for Managing Buyer POS Data. 3M Healthcare Export reserves the right to withhold any earned incentives to offset unauthorized deductions.

Chargeback Resubmission: 3M Healthcare Export provides a one-time opportunity to re-apply for previously denied claims. All resubmissions (including credit and re-bill for the end customer) must be made using the 3M Healthcare Export Chargeback Resubmission template within 30 days of the denial date. For resubmissions made in formats other than the 3M Healthcare Export Chargeback Resubmission template and submitted after 30 days, will be denied and will not be reconsidered. Final determination for payment and for contract membership rests solely with 3M Healthcare Export.

If the end customer returns product to the Buyer and the Buyer received a claim, the return must be reported as a negative transaction on the Channel Partner's claim request. Receiving double claims is not permitted.

Resubmits resulting from contract price adjustments are required to reflect true customer re-bill activity between the Buyer and end customer. Resubmitting this type of claim without re-billing the customer is not permitted.

Chargeback Retro Requests: 3M Healthcare Export Defines Chargeback Retro Requests as a previously submitted chargeback claim or Point of Sale transmission which retroactively has changed for a previous POS/CB submission and a new price should be passed down to the customer due to a change in contract price.

In order to receive a Chargeback Retro Payment:

- Channel Partner will need to reverse/credit the previous submission
- Send the reversal POS/CB claim to 3M Healthcare Export with all required fields
- Send the new chargeback claim with all required fields

Chargeback Retro Requests will only be allowed for 90 days before current month

Incentive Programs *(if applicable:* Providing POS is a condition to participate in certain Buyer programs. If Buyer falls out of POS compliance after having received from 3M Healthcare Export a notification of non-compliance that Buyer cannot remedy in one month, the following program benefits will be suspended until, in 3M Healthcare Export's opinion, Buyer becomes POS compliant.

- Growth Incentive Plan
- Sales Growth Funds

If the Buyer consistently meets the conformance requirements, 3M Healthcare Export will pay an incentive to the Buyer depending on their secured agreement (contract) with 3M Healthcare Export. (Examples of Incentive Programs: Price Reductions in Consideration for POS, Financial Incentive Determined by Net Purchase Value (NPV) of 3M Healthcare Export Products).