

**TERMS AND CONDITIONS OF SALE for
KCI NEW ZEALAND UNLIMITED (“Solventum”)**

1. Orders and Delivery Details

Orders must be in writing and are subject to acceptance by Solventum in whole or in part. A purchase order receiving a written Solventum order confirmation (“Order Confirmation”) with an estimated delivery date will be considered as accepted by Solventum. An Order Confirmation with an “In Review” statement, or an acknowledgment of receipt of purchase order, does not constitute acceptance of such purchase order by Solventum. Orders will not be processed via web portal applications. Any provisions in customers' orders which conflict with or are additional to these Terms and Conditions shall be excluded from contracts for supply.

Standard Orders

Orders received by 4pm (NZST/NZDT) that have no special delivery/handling requirements will be dispatched on the next working day.

Split deliveries to different locations for single orders are not available.

Urgent Orders

Orders requiring urgent handling must be received by 1pm (NZST/NZDT). Please contact your Customer Service Representative for further details.

Drop Shipment Orders

Drop shipment orders to companies who are not wholly owned by Solventum account customers are available at Solventum's discretion and will incur a minimum handling fee specified in the Solventum price list in effect at that time. Please contact your Customer Service Representative for further details.

Minimum Order Value

A minimum order value may apply. Orders under the applicable minimum order value may incur a handling fee.

Order Cancellation Policy

Unless otherwise specifically stated in writing by Solventum, an order that has been accepted by Solventum may only be cancelled with Solventum's written consent.

2. Transportation

New Zealand Orders: Freight paid into store is via cheapest route as selected by Solventum. If other modes of transport are required, this will be at the cost of the customer. The method of transportation and the carrier will be at the selection of Solventum. The customer will, upon receipt of the goods, inspect the same and lodge any complaint in accordance with clause 8(d) below.

Export Orders: Solventum will dispatch export orders under FCA (named place of delivery) and you must utilise an Authorised Solventum Freight Forwarder. While it will be your responsibility to negotiate relevant contractual terms with the Authorised Solventum Freight Forwarder you acknowledge and agree that Solventum is not in any way liable for the acts or omissions of the Authorised Solventum Freight Forwarder. You also acknowledge and agree that you and/or the Authorised Solventum Freight Forwarder will export the Solventum Products within 60 days and confirm this, upon request from Solventum. When requested by Solventum, you and/or the Freight Forwarder will provide supporting documents as proof of export if required under New Zealand Tax Laws.

3. Uncontrollable Events and Delays

While Solventum will endeavour to adhere to stipulated delivery times, delay, however caused, will not entitle the customer to claim from Solventum. Solventum shall not be liable to the customer for any claim for loss or damages of any kind, including failure by Solventum to deliver if such failure is due to causes beyond Solventum's control or actions taken by Solventum to address stewardship or regulatory concerns. In the case of delays caused by circumstances beyond the control of Solventum or by the suppliers to Solventum, Solventum will have the right to either suspend deliveries without notice or to cancel the contract without liability.

PFAS Product Discontinuation

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

4. Prices

Unless the customer has a written supply agreement with Solventum to the contrary, Solventum reserves the right to change prices and/or otherwise pass on cost increases to you at any time and will use reasonable efforts to provide at least 30 days' notice. Revised prices may apply to all orders shipped after the effective date of the price change. For clarity, blanket orders and orders specifying future dated shipments may also be billed at the pricing in effect on the date of shipment. Unless otherwise expressly indicated, prices are exclusive of all taxes, delivery charges, insurance, duties and associated expenses, which will be charged to the customer (as applicable).

5. Manufacturer's costs

Any such additional costs will be passed on to the customer. All price changes will be made in compliance with the current applicable Government Regulations.

6. Credit Terms

Credit may be given to approved customers who prior to the date of acceptance of an order have lodged an application for credit in writing on the form prescribed by Solventum and their credit worthiness has first been approved by Solventum in writing prior to the placing of that order. Where credit is given the account for the goods sold is to be paid net on the 20th day of the month next following that in which the goods are shipped.

Failure to pay any account upon the due date for payment entitles Solventum to suspend delivery, to refuse further orders and to cancel any existing contract for supply without notice.

Interest is chargeable on overdue balances at the rate of 2 per cent for the whole or part of each month during which such accounts are unpaid. The rate of interest may be varied from time to time by Solventum giving written notice to the customer.

As a condition of the granting of credit Solventum may in its own sole discretion at any time require the customer to give security for payment (in addition to the security interest taken in the goods pursuant to clause 14

below). Until sufficient security is given to the satisfaction of Solventum, Solventum may, at its option, withhold delivery or suspend or terminate the contract. Upon such withholding, suspension or termination, payment for all goods delivered and services provided up to the date of such withholding, suspension or termination and any other moneys payable to Solventum shall become immediately due and payable.

Solventum shall be entitled to recover from the customer all legal and other costs arising from collection of any overdue moneys.

7. Return Goods and Claims Procedure

The following specifies the conditions under which returned goods and claims for adjustment of account will be accepted by Solventum:

- a) Claims must be initiated by phone, fax, email or mail.

For all claims, contact **Solventum's Customer Service Department**, the exception being claims regarding allegedly defective products, in which case the first point of contact should be the customer's regular **Solventum Sales Representative**.

The unilateral deduction of unverified claim amounts from periodic remittances to Solventum is a practice not consistent with this policy and procedure.

- (b) Goods the subject of a claim must not be returned to Solventum without prior agreement and the issue of a Solventum Returned Goods Authorisation.

Provided the claim is within this policy, Solventum will arrange for collection of the goods by its authorised carrier and will credit the customer's account as soon as possible, following receipt of the goods by Solventum and subject to the conditions as noted below. If goods are returned without Solventum Returned Goods Authorisation requests for credit may be rejected. Solventum will not accept freight forward charges.

Credits claims will be issued once the following conditions are met:

- (i) the goods physically returned to Solventum correspond to the goods described in the claim; and
- (ii) with the exception of damaged or defective goods claims, the goods are in saleable condition and retain sufficient shelf life to enable Solventum to offer the goods for sale under the standard shelf life policy applicable to such goods. The claim may be rejected or adjusted to the extent such conditions are not met.
- (c) The standard notification period for claims is 30 days from invoice. Exceptions are noted below.
- (d) Claims beyond the notification periods, or otherwise made or taken outside this policy and procedure will not be accepted.
- (e) **PFAS Return Policy:** No returns will be accepted for per- and polyfluoroalkyl substances ("PFAS"), or non-standard products unless the return is based on a quality issue, warranty claim, or due to Solventum error. No returns will be accepted for expedited Orders.

8. Policy Relating to Specific Types of Claim

- (a) **Errors attributable to Solventum or its Carriers – Claims must be initiated within 30 days of invoice, quoting applicable invoice number(s).**

- (b) **Ordering Errors and Other Returns Attributable to the customer Standard Stock Items** – Claims must be made within 30 days of invoice, quoting invoice number, and must meet the requirements and conditions specified in clause 7(b) (i) and (ii) above. Any handling or freight charges invoiced to the customer at time of supply will not be credited upon return of the goods. At its discretion, Solventum may apply a handling and administration charge to the returned goods transaction. The charges applicable at any given time are specified in the Solventum price lists in effect at that time.

Non Standard Items, i.e. products modified or converted from its original form by the customer (e.g. split, printed, die-cut, laminated etc.) or manufactured, acquired or imported to meet a specific order OR standard stock items purchased under special conditions specifically excluding return – These goods will not be accepted for return and credit under any circumstances unless subject to quality complaint, damage or warranty provisions as described in (d) and (e) below.

- (c) **Pricing Claims** - Claims for credit based on incorrect pricing of goods, services or other Solventum charges, must be made to Solventum within 30 days of invoice date, quoting applicable invoice number(s).

- (d) **Goods Damaged, Lost in Transit or Short Delivered** - Such claims must be made within 30 days of date of invoice, quoting invoice number. Damaged goods must not be returned to Solventum without prior agreement. Within this policy, Solventum will arrange for collection of the goods and credit the customer's account subject to clause 7(a) above. The processing of claims for goods lost in transit or short delivered will be subject to prior verification against delivery/receipt documentation maintained by Solventum's carriers. Claims against goods received "subject to check" will not be accepted unless this practice has been specifically agreed between the parties in advance.

- (e) **Claims regarding allegedly Defective Products** – Except where specific warranty provisions apply, claims alleging defective product must be made to Solventum within 3 months of supply or within the recommended shelf life of the product, whichever is the shorter period. Where a specific warranty period applies from date of purchase, this will define the period within which claims will be accepted. All goods alleged to be defective are subject to inspection by Solventum's Sales Representatives and/or laboratory staff prior to acceptance of the claim. The initial point of contact for such claims is the customer's regular Solventum Sales Representative. Where a claim is proven, credit will be given as soon as possible.

- (f) **The Return of Goods at the Instigation or Request of Solventum** – With the prior agreement of the customer, Solventum will initiate the collection of subject goods and issue a credit upon verification of the quantities and dollar amounts involved. Since typically these requests relate to product replacement or withdrawal, or special market conditions, issues of saleability and shelf life will vary with the

situation and will therefore be agreed in writing at the time of Solventum's initial request.

- (g) **Rebates and Other Allowances** – These claims must be submitted to Solventum in writing and will be processed by Solventum upon verification.

9. Risk

The risk of any loss of or damage to or deterioration of the goods due to any cause whatsoever shall be borne by the customer from the date of completion of delivery of the goods to the customer. The attention of the customer is drawn to the fact that sensitive goods require proper store and display conditions to maintain quality and that certain Solventum products may deteriorate if not stored and handled in the original sealed packages.

10. Warranties and Limitation of Liability

Solventum excludes all statutory or implied conditions and warranties to the extent permitted by law. In particular, the consumer Guarantees Act 1993 does not apply to any goods supplied to the customer for business purposes. Under no circumstances shall Solventum be liable in any way, for claims, actions, demands, suits, losses, liability, costs or expenses of any kind howsoever caused, arising out of the use or inability to use any of the goods other than pursuant to any warranty provided in writing by Solventum in respect of the goods. Solventum's liability under any condition or warranty provided in writing in respect of the goods or any dentition or warranty which cannot be legally excluded, is limited (to the extent permitted by law) to the cost of replacing the goods. No warranty given by Solventum in respect of the goods is valid unless given in writing.

11. Suitability of Goods

Before using the goods, the customer should determine the suitability of the goods for the intended use of the customer. The customer assumes all risk and liability whatsoever in connection therewith. This provision is not subject to alteration unless in writing signed by an authorised officer of Solventum. The attention of the customer is drawn to the limitation of liability of Solventum in respect of any claim set out in clause 10.

12. Licence to Sell Medicines

Pharmaceutical products are sold subject to the condition that the wholesaler holds an appropriate Licence to Sell Medicine by Wholesale issued pursuant to the Medicines Act 1981 or any other Act passed in substitution therefore.

13. Use of the Company Name and Labelling

The customer will not use the name of Solventum or its logo in advertising, stationery, business cards or literature without the prior approval of Solventum other than in the case of material supplied by Solventum to the customer. The Customer will not remove, obliterate or modify any of the labels on the goods unless permitted in writing by Solventum.

14. Security for Payment

Solventum shall have a purchase money security interest in the goods to secure payment of the purchase price of those goods, and such security interest shall continue in any proceeds, accounts receivable or book debts arising from the sale of the goods by the customer. Solventum shall be entitled at any time prior to the date of payment of the whole of the purchase price to re-possess the goods and for such purpose the customer hereby authorises and empowers Solventum to enter upon any premises occupied by the customer for the purpose of taking possession of the

goods without being liable to the customer in any respect whatsoever for any loss occasioned to the customer by such re-possession.

The customer waives any right to receive a verification statement that the security interest created by this clause 14 has been registered on the Personal Property Securities Register.

15. Privacy

This clause applies where Solventum collects, uses and discloses personal information provided by the customer.

The personal information Solventum collects will include contact details, personal details and financial information. The customer agrees that Solventum may use the personal information to provide services to the customer, to fulfill its obligations pursuant to these Terms and Conditions, to fulfill administrative functions associated with these services (for example assessment of credit worthiness), for account management, to enter into contracts with the customer or third parties, and for marketing and client relationship purposes.

If the customer does not provide all personal information requested by Solventum, Solventum may in its sole discretion refuse to sell the goods or to provide the associated services to the customer.

The customer can access the personal information Solventum holds about the customer and request corrections by placing a request in writing to Solventum. This right is subject to some exceptions; for example, the customer may not obtain access to information relating to existing or anticipated legal proceedings.

More information about Solventum's privacy policy is available on Solventum's website or may be obtained by the customer upon request free of charge. Solventum's privacy policy complies with the Privacy Act 1993 as amended from time to time and details how the customer's personal information will be managed when dealing with Solventum.

The customer consents to and authorises Solventum to use, manage and disclose the customer's personal information in accordance with this clause 15 and Solventum's privacy policy.

16. Anti-Bribery

The customer represents, warrants and covenants that the customer and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of customer's obligations under these Terms and Conditions in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (example: U.S. Foreign Corrupt Practices Act, U.K. Bribery Act), money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as "Laws") that apply to Solventum, customer, either party's business, and the Solventum products and/or services to which these Terms and Conditions relate. The customer further represents and warrants that neither it nor its Representatives will take any action that might cause Solventum to violate any Law. The customer will advise Solventum immediately if it learns, or has any reason to know, of (i) any violation of any Law by the customer or its Representatives that occurred or may have occurred in performing the customer's obligations under these Terms and

Conditions or (ii) any failure of the customer or any of its Representatives to comply with the customer's obligations under this clause.

17. Trade Compliance

The customer will comply with all applicable trade laws and regulations affecting Solventum products. The customer will not directly or indirectly sell, export, re-export, or transfer Solventum product (1) to the Crimea region, Cuba, Iran, Syria or North Korea, or in violation of any other applicable economic sanctions or trade embargoes; (2) for use in activities involving nuclear, chemical, or biological weapons, safeguarded and unsafeguarded nuclear materials, missiles, space launch vehicles, unmanned aerial vehicles, or maritime nuclear propulsion; or (3) to any third parties in violation of restrictions imposed under applicable laws and regulations. The obligations of this clause are material provisions of these Terms and Conditions of Sale, shall apply to the customer and any and all of its subsidiaries, affiliates, and personnel, and shall survive the completion, early termination, cancellation, or expiration of these Terms and Conditions.

18. Variation of Agreement

All Solventum sales are subject to these Terms and Conditions unless varied in writing by Solventum. Any oral agreement which does not conform to these Terms and Conditions shall not be binding on Solventum. Solventum reserve the right to vary these Terms and Conditions upon giving not less than 30 days' notice.

19. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of New Zealand and subject to the jurisdiction of the Courts of New Zealand.

Note: This document operates and should be read in conjunction with Solventum price lists and other statements of terms and conditions of trade in effect at any given time.

ORDER & DELIVERY CONDITIONS OF SALE

Solventum Online

Solventum Customers can view product availability, pricing and order status online via Solventum's Electronic Order Centre (EOC). Please contact your Customer Service Representative for further details

Handling and Administration Fees

Please refer to clause 1 of the Terms and Conditions of Sale

Minimum Order Value

Please refer to clause 1 of the Terms and Conditions of Sale

Urgent Order

\$45 in addition to any extra freight or courier costs

Drop Shipment

A \$75 minimum fee is applicable

Returned Goods

10% of the value of the goods or \$45 (whichever is the greatest)

All charges will be applied at Solventum's discretion