



Solventum a/s

General Terms and Conditions

Solventum a/s
Hannemanns Allé 53
DK-2300 København S

Phone +45 43 48 01 00
Fax +45 43 20 15 65

Web www.Solventum.dk

Solventum a/s — General Terms and Conditions

These General Terms and Conditions apply unless otherwise agreed in writing between Solventum a/s (“Solventum”) and the customer.

Orders, Prices etc.

1. An offer shall be binding on Solventum for thirty (30) days from the date of the offer, unless otherwise stated in writing. No terms and conditions outside the offer, the order confirmation and/or these General Terms and Conditions shall be binding upon Solventum unless this has been explicitly confirmed in writing.
2. Any information regarding weight, dimensions, capacity etc. in catalogues, prospectuses, brochures etc. are estimates only and not binding unless agreed upon in writing. All technical data is provided subject to design modifications.
3. Any change in customs duties, taxes or other official charges, which results in increased costs for Solventum, entitles Solventum to increase the offered or agreed price. Orders below DKK 7,500 (VAT excluded) or such other specific minimum value as established by Solventum from time to time (“Minimum value”), shall be subject to a fee of DKK 1,100 (VAT excluded) or such other fee as established and charged by Solventum from time to time.
4. All prices are exclusive of VAT and other taxes and official charges. The price is based upon the exchange rate(s) stated in the offer of Danish crowns (DKK) against the foreign currency or currencies stated in the offer or, if no such exchange rate(s) is/are stated, the actual selling rate, as at the date of the offer, of the foreign currency or currencies stated in the offer, in accordance with the daily fixing rates (base rate) established by the Danish Central Bank (*DK: Nationalbanken*). If the selling rates (fixing rates) issued by the Danish Central Bank regarding the relevant currency on the day prior to the delivery (or partial delivery) date deviates from the above mentioned base rate by more than five (5) percentage points, Solventum shall be entitled to adjust the price accordingly. The Danish Central Bank's selling rates (fixing rates) are published on the Danish Central Bank's website, www.nationalbanken.dk.

Payment

5. Payment is due fourteen (14) days from the date of invoice. Any payments not made when due shall accrue interest from the due date until the date payment is made at a monthly interest rate equal to one and a half (1.5) percentage points.
6. If any payment is overdue by more than two (2) weeks, Solventum shall be entitled to cancel the purchase. In the event of such cancellation, the customer shall be obliged to return the unpaid products immediately.
7. Solventum shall be entitled to request adequate security for any outstanding portion of the purchase price until the purchase price has been paid in full. Solventum shall be entitled to cancel the purchase if adequate security, in the opinion of Solventum, is not presented immediately upon such request.

Transportation and Packing

8. Solventum shall handle the packing and delivery of products to the customer. Transportation and handling fees shall be charged in accordance with Solventum's rates prevailing at the time of delivery. Any pallet cost can be charged separately to the customer. If the customer requests express delivery (e.g. express cargo, courier, airfreight), the customer shall be obliged to compensate Solventum for the actual cost of transportation in addition to the handling charge. Special terms apply for delivery outside of Denmark. Provisions relating to liability during transportation are stated in Section 9.

Delivery Terms

9. Delivery terms are DAP, Incoterms 2020 except for Faroe Islands, Greenland, and Iceland which are CPT, Incoterms 2020.
Delivery terms are amended with Place of Destination in the order confirmation.
If damage has occurred to the product during transportation, the customer shall give Solventum notice thereof in accordance with Section 16.

Time for Delivery, etc.

10. The specified time for delivery commences as of the execution date of the order confirmation, unless otherwise agreed in writing. The product shall be considered delivered when the risk of loss and damage passes to the customer in accordance with Section 9.
11. If the delivery (or partial delivery) is delayed by more than 1/3 of the agreed time for delivery, but not less than three (3) weeks, and if the delay is attributable to Solventum, the customer shall be entitled to cancel the delayed delivery (or partial delivery) if the delay is of material importance to the customer. The cancellation shall be presented in writing within one (1) week from the date the right of cancellation arose. This Section sets out exhaustively the customer's right of cancellation due to delays in delivery.
12. Any and all damages for loss incurred due to delays in delivery, or cancellation due to delays in delivery, is subject to prior written agreement between Solventum and the customer.
13. Solventum shall be entitled to over or under-deliver up to ten (10) per cent of the agreed quantity of goods which is not in Solventum's stock but supplied on request.

Liability for defects

14. Solventum shall ensure that products sold at the time the risk passes as stipulated in Section 9 are free from defects and deficiencies in design, material and workmanship. If the product is of a type that requires installation or service, Solventum shall only be liable for defects remaining after such modification or service has been carried out. This Section 14 sets out Solventum's complete responsibility for defects and deficiencies in the products. All other representations and warranties, whether expressed or implied, are specifically disclaimed.
15. Solventum's liability is limited to defects and deficiencies existing at the time the risk in the products passes as stipulated in Section 9 and which are established within thirty (30) days from that date. A standstill caused by the defect or deficiency shall not act to extend this period.
16. Upon discovery of the defect or deficiency, the customer shall immediately make a claim in writing to Solventum in the form of a detailed description of the defect or deficiency. However, such claim must be presented to Solventum no later than seven (7) days after the day the customer discovered or ought to have discovered the defect or deficiency. The customer shall not be entitled to any damages under any claim not made in accordance with this Section.
17. Upon receipt of a claim based on a defect or deficiency in a product in accordance with Section 16, which has been approved by Solventum, Solventum shall be entitled, in its discretion, to either accept the return of the defective product and credit the customer with the purchase price paid by the customer, or repair or replace the defective product. Solventum's liability for products repaired or replaced under this Section shall be equivalent to its liability for the original product for a period of thirty (30) days.
18. Solventum's liability for defects and deficiencies in delivered products is limited to the above. The customer shall not be entitled to any remedies other than the above in relation to defects or deficiencies.

Indirect damage, etc.

19. The customer is not entitled to, and Solventum is not in any event liable to pay, damages for consequential damage, including but not limited to loss of profit, loss of production or any other indirect damage. Further, except for product liability (see below), Solventum is not in any event liable to pay damages for damage or injury which the delivered product has caused to other property or persons.
20. In relation to product liability, Solventum will only assume liability for defects or safety deficiencies pursuant to mandatory product liability regulations. Solventum will however not accept liability if defects or safety deficiencies have been caused due to the customer's or a third party's use or misuse, services, installations, instructions, modifications, adaptations or the like.

If claims are presented to the customer, customer shall give Solventum notice of such claim and make it possible for Solventum, if Solventum so wishes, to comment on the formulation of the customer's statement of defense or the terms of a possible settlement with the person presenting the claim.

Compliance

21. The customer and its owners, officers, employees and other representatives (collectively referred to as "Representatives") and its affiliates, subcontractors and consultants shall act in accordance with all national and international laws (including but not limited to anti-bribery, money laundering, competition, employment and environmental legislation) and other regulations applicable to Solventum, the customer and/or the services or products to which the agreement with the customer relates (collectively referred to as "Laws"). The customer undertakes to immediately inform Solventum if it becomes aware of, or has any reason to suspect, the violation of any Law by the customer, its affiliates, subcontractors, consultants or Representatives.
22. The customer warrants that the customer and its affiliates, subcontractors, consultants or Representatives will not make, authorize, or offer to make, either directly or indirectly, for the purpose of obtaining, retaining or directing business or obtaining any undue advantage in connection with any agreement or business transaction relating to Solventum, any loan, gift, donation, payment, or transfer of any other item of value to any person or entity, including but not limited to, any government employee, including without limitation any federal, regional or local government department, agency or organization, or an enterprise owned or controlled, even in part, by a government, any political party or any official or employee of a political party, any official or employee of a public international organization, any candidate for political office, or any employee of Solventum or any current or potential customer of Solventum.
23. A breach of Sections 21 and 22 shall entitle Solventum to immediately terminate the agreement with the customer.

Retention of title

24. Product(s) delivered shall remain the property of Solventum until payment has been made in full for Solventum's receivables against the customer.
25. It is incumbent upon the customer to take out insurance (with Solventum as beneficiary under the policy) for the delivered product(s). The insurance shall be valid from the day the risk passes to the customer until payment has been made in full in accordance with Section 24.

Intellectual Property Rights

26. The customer shall immediately notify Solventum of any third party claim alleging that products delivered infringe third party intellectual property rights (patent, registered design, trademark, copyright or other intellectual property rights). Provided the customer presents such claim immediately and provided the customer grants Solventum sole authority to defend or settle the case, Solventum undertakes, at Solventum's expense, to defend the case, or come to a settlement, with the third party whose intellectual property rights have been infringed by the delivered product.
27. If a court of competent jurisdiction holds that a delivered product has infringed third party intellectual property rights, Solventum shall, at its own expense, and in its discretion, obtain for the customer the right to continue using the product, replace or modify it so it becomes non-infringing or, in exchange for the return of the product, credit the customer with the price of the product. Solventum shall in all cases be entitled to charge, and the customer shall be obliged to pay, an amount equal to the use of the product from the date of delivery to the date the claim was lodged. If Solventum has modified or developed a new product further to the customer's instructions or specifications, the customer shall reimburse Solventum in full for any and all costs and damages that might be incurred and payable as a result of the modified or new product infringing third party intellectual property rights.

Force Majeure

28. If either party is prevented from performing its obligations due to force majeure, the other party may not impose any sanctions for this reason. However, if the impediment relates to the ability for the customer to effect payments, Solventum shall be entitled to withhold delivery of the product until payment has been affected. If the impediment to effecting payments lasts for more than four (4) weeks, Solventum shall be entitled to cancel the purchase.
29. The term "force majeure" means that performance is prevented, aggravated or delayed due to war, rebellion or riot, mobilization or unexpected call-up for military service of similar dimensions, requisition, seizure, currency restrictions, export or import restrictions, general scarcity of merchandise, shortage of transportation, labor dispute, natural disasters, restrictions on fuel and power, fire, defects or delays in deliveries from sub-contractors due to any of the above, as well as any other circumstance beyond the control of the party.

Governing Law and Disputes

30. The parties' agreement and any disputes hereunder shall be governed by Danish law without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
31. Any legal action relating to these General Terms and Conditions and all legal relationships associated with it shall be finally settled by arbitration in accordance with the Rules of Arbitration Procedure of the Danish Institute of Arbitration. The Chairman's Committee shall be composed of a sole arbitrator, unless the Chairman's Committee, taking into account the complexity of the case, the amount in dispute and other circumstances, decide that the dispute shall be resolved by three arbitrators. The seat of arbitration shall be Copenhagen. The language to be used in the arbitral proceedings shall be English.
32. Notwithstanding the above, Solventum shall be entitled to turn to the district court where the customer has its legal domicile as regards claim for payment due.
33. The parties undertake, indefinitely, not to disclose the existence or contents of any judgment or decision related to or in connection with these General Terms and Conditions or any information regarding negotiations or arbitral proceedings in connection therewith. This confidentiality undertaking shall not apply in relation to information which a party is required to disclose by law, pursuant to an order of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award.
34. The fact that a dispute has occurred does not exempt the customer from making any payment due or from performing any other obligations.

Miscellaneous

35. The failure by either party to enforce a breach of the agreement or to exercise its rights due to such breach shall not be deemed a waiver of such rights to enforce any future breach of the agreement.
36. The provisions of these General Terms and Conditions as regards all matters referred to herein is a full and exhaustive description of Solventum's obligations and the customer's rights. As regards such matters referred to herein, the customer shall not be entitled to any remedy or damages other than as set out in these General Terms and Conditions.
37. Several manufacturing plants are ISO 9001 certified. However, in some cases Solventum provides products from non-certified plants. Please contact us for information on specific products.

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