

## Solventum GENERAL PURCHASE TERMS AND CONDITIONS

### 1. Definitions

1.1. For the purposes of these General Purchase Terms and Conditions the following phrases are assigned the following meanings:

- a) "Solventum" - Solventum Poland Sp. z o.o. with its registered office in Wrocław, ul. Kwidzyńska 6, 51-416 Wrocław, registered in the entrepreneurs' register of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division, under the KRS number 0000980149, with a share capital of PLN 11 078 000,00 and having a NIP number 525-29-14-245 and a BDO registration number: 000615380 or/and  
Solventum Poland Manufacturing Sp. z o.o. with its registered office in Wrocław, 6 Kwidzyńska str., 51-416 Wrocław, Poland, registered in the entrepreneurs' register of the National Court Register kept by the District Court for Wrocław[1]Fabryczna in Wrocław, VI Commercial Division under the KRS number 0000972072, with a share capital of PLN 20 005 000,00 and having a NIP number 525-29-08-380 and a BDO registration number: 000610215 or/and  
Solventum GBS Poland Sp. z o.o. with its registered office in Wrocław, ul. Powstańców Śląskich 9, 53-332 Wrocław, registered in the entrepreneurs' register of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division, under the KRS number 0000988970, with a share capital of PLN 3 416 750,00 and having a NIP number 525-29-21-245 dependently which of the aforesaid companies shall be the purchaser of Goods and/or Services;
- b) "Supplier" shall mean any entity supplying Solventum with Products or providing Services for Solventum under the Agreement;
- c) "Solventum Group" shall mean a group of entities including Solventum Company with its registered office in St. Paul, USA, and companies and other entities which are its direct or indirect subsidiaries or affiliates;
- d) "GPTCs" shall mean these General Purchase Terms and Conditions;
- e) "Products" shall mean goods supplied or to be supplied to Solventum by the Supplier;
- f) "Services" shall mean services provided or to be provided for Solventum by the Supplier;
- g) "Agreement" shall mean a sales, delivery or specific task agreement (*umowa o dzieło*), as well as an agreement on service provision for a fee and any other agreement pursuant to which the Supplier shall provide Solventum with Services for a fee or release and transfer the ownership title or rights to use Products;
- h) "delivery of Products" shall mean the provision of Products within the extent provided for in the Agreement;
- i) "Order" shall mean an order for Products or Services placed by Solventum in the manner set forth in point 3.1. of the GPTCs.

### 2. Scope of application

- 2.1. These GPTCs shall apply to the terms and conditions of cooperation between Solventum and the Supplier under the Agreements and Orders.
- 2.2. Any provisions contrary to or divergent from the provisions of the GPTCs, particularly those contained in the Supplier's general terms and conditions, offer or other documents, shall not be binding, unless such different provisions have been included by the Parties to the Agreement in writing, otherwise being null and void.

### 3. Orders

- 3.1. Orders shall be placed by Solventum using a means of communication selected by Solventum, i.e. they may be handed over to the addressee personally or sent by registered mail or courier service, e-mail or fax at the addresses indicated by the Supplier or in any other way as indicated by Solventum.
- 3.2. The Supplier shall confirm its acceptance of the Order for execution or refuse to accept the Order for execution, immediately following the receipt of the Order, within 48 hours from its receipt at the latest, with exception of situations when Solventum expressly grants the Supplier longer term along with placing particular Order, within which the Supplier is obliged to confirm the receipt of the Order for execution. The confirmation of the acceptance of the Order for execution or the refusal to accept the Order for execution shall be made using the same means of communication used by Solventum to place the Order.

- 3.3. Any failure of the Supplier to confirm the Order for execution or refuse to accept the Order for execution within the time limit set forth in accordance with point 3.2. above shall not release the Supplier from the obligation to deliver Products or provide Services, and the Parties agree that such behaviour of the Supplier shall be understood as a tacit acceptance of the Order for execution in accordance with its content.
- 3.4. The Agreement shall be made upon the acceptance of the Order for execution by the Supplier and if the Agreement is made otherwise than on the basis of an Order placed by Solventum, the Agreement shall be made upon the Parties signing such Agreement.
- 3.5. The Supplier shall deliver Products to Solventum or provide Services for Solventum in the quantities, manner and within the time limit specified in the Agreement.
- 3.6. If the Supplier accepts an Order for execution with the modified content of the Order, the Agreement shall become effective in the version modified by the Supplier, provided that Solventum expressly confirms its consent to the modifications proposed by the Supplier within three business days from the receipt of a statement about the acceptance of the Order for execution with modifications, using a means of communication selected by Solventum and referred to in point 3.1. above. Otherwise, any amendment to the provisions of the Order shall not have any legal effect and, unless the Supplier refuses to accept the Order for execution without the modifications proposed within the next three business days following the lapse of the abovementioned three-day period, such Agreement shall be made without the modifications proposed by the Supplier.
- 3.7. The Parties may indicate in writing persons authorized to place Orders, to accept Orders for execution and to make other arrangements as may be necessary to perform the Agreement properly. Each Party shall be entitled at all times to cancel any person's authorization to place Orders, to accept Orders for execution and to make other arrangements and to indicate another person or persons by notifying the other Party about it in writing or by e-mail.
- 3.8. The provisions of point 3.7. above shall not affect the rights and authorizations of the persons authorized to act on behalf of the Parties according to the general rules of company representation or under a power of attorney.
- 3.9. Solventum may send the Supplier information regarding forecasted demands or purchases which, however, shall not be binding on Solventum.

#### **4. Terms of Payment**

- 4.1. Solventum shall only make payments to the Supplier on the basis of a correctly issued invoice and delivered to Solventum, within a period of 60 days or such other period as may be agreed by the Parties in the concluded Agreement, calculated in each case from the date of delivery to Solventum of the correctly issued invoice or from the date of delivery of the Products to Solventum/acceptance of the Services by Solventum, whichever is the later.
- 4.2. The payment for Products or Services provided shall be made by bank transfer into the Supplier's bank account in the country of the Supplier's registered office. At the time of payment, the Supplier's bank account number indicated in an invoice shall be in accordance with the Supplier's bank account number indicated in the register kept by the Head of The National Revenue Administration, i.e. in *the List of entities registered as VAT payers, unregistered, as well as deleted and restored to the VAT register* (hereinafter "**the List**").
- 4.3. The day of Solventum's bank account being debited shall be deemed the day of payment.
- 4.4. Payments under the Agreement shall be made in the currency specified in the Agreement, however, the payment of the goods and services tax (value added tax) is made in accordance with the applicable laws and regulations regarding the method of payment of goods and services tax.
- 4.5. The payment of an invoice shall not be equivalent to acceptance of Products delivered or Services provided.
- 4.6. Solventum declares that, in light of the requirement provided for in the article 4c of the Act of 8 March 2013 on combating excessive payment delays in commercial transaction, it has a status of a large enterprise within the meaning of the above mentioned Act.

#### **5. Invoices and delivery notes**

- 5.1. The Supplier shall issue invoices and delivery notes in accordance with the applicable laws in this respect. The above documents have to also contain the additional information specified by Solventum and the following items:
  - a) the correct Order number given by Solventum;
  - b) the name of the Product or Service;
  - c) the correct code of the Product or Service given by Solventum.

- 5.2. An Invoice for Products supplied or provided Services shall be issued on the basis of adequate documents issued by the Supplier on the day of delivery or acceptance record signed by the Parties and referred to in point 7.1. of the GPTCs confirming that the Services have been properly provided.
- 5.3. The Supplier is obliged to send invoices in an electronic manner, to separately indicated by Solventum e-mail address or using other means accepted previously by the Parties.
- 5.4. In case the necessity occurs to decrease price or amount indicated on the invoice documenting the supply (hereinafter as: "Decrease of Amount Due"), by issuance of correction invoice, Solventum and Supplier agree the following conditions and terms of such decrease, depending on the reason of correction.
- 5.4.1 **[Withdrawal from the Agreement]** If – as a result of submitted complaint – Solventum decides to withdraw from the Agreement accordingly to point 11.4 a), b) or c) of the GPTCs, the condition to Decrease of Amount Due will be providing the Supplier by Solventum with a relevant information with this respect and confirming by the Supplier, that Supplier received this information. Solventum acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
- 5.4.2 **[Return of non-defective Products]** If – upon request of a Solventum – Supplier decides that the return of non-defective Products will be accepted, the condition to Decrease of Amount Due will be physical receipt of the returned Products by Supplier and performing by Supplier of positive verification of the condition of returned Products. Solventum acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
- 5.4.3 **[Decrease of price of defective Products]** If according to the complaint of Solventum, or in any other cases provided in these GPTCs, Solventum demands decrease of price of the Product, the condition to Decrease of Amount Due will be providing the Supplier by Solventum with a relevant information with this respect and confirming by the Supplier, that it received such an information. Solventum acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
- 5.4.4 **[Post-trade bonuses]** The right to receive bonus might be granted to Solventum by a separate arrangement (these arrangements shall also specify terms to receive such bonus). Each time, condition to receive bonus (and Decrease of Amount Due) will be verification and acceptance by Supplier that the terms to receive a bonus were fulfilled. Solventum acknowledges and agrees that this condition is deemed to be fulfilled (and bonus is effectively granted) upon issuance of the correction invoice by Supplier.
- 5.4.5 **[Mistakes on the invoice]** If the invoice issued by the Supplier was issued with or by mistake (e.g. the supply documented by the invoice was not conducted or the amount indicated on the invoice was overpriced), the condition to Decrease of Amount Due will be existence of mistake that Supplier get information about. Solventum acknowledges and agrees that this condition is deemed to be fulfilled upon issuance of the correction invoice by Supplier.
- 5.5. In all above cases, the Supplier is obliged to issue a correction invoices on a timely manner, without unnecessary delays, and bears full liability for not complying with the requirements mentioned herein.

## **6. Delivery and acceptance of Products**

- 6.1. The transport of the Products ordered by Solventum, to the destination place each time indicated by Solventum, shall take place in accordance with Incoterms 2020 rules, formula DDP – Solventum's site, with reservation to point 6.8., unless the Parties states otherwise.
- 6.2. The Supplier shall deliver Products in packaging suitable for the type of Products and using means of transportation appropriate for the transport requirements of a given type of Products.
- 6.3. No later than 48h (in wording: forty eight hours) before the commencement of a delivery of Products from the place of their storage with the Supplier, the Supplier (or alternatively a carrier authorized thereby) shall notify Solventum of the delivery (notification) and indicate the carrier providing the transport service if the delivery is made by such a carrier, and shall specify the expected delivery time. The notice referred to above shall be sent to Solventum by agreed means or e-mail to the address indicated in the Agreement or any other address indicated by Solventum, and such information shall also be confirmed by telephone.
- 6.4. In the event any circumstances occur which prevent the Supplier's delivery within the agreed time limit, the Supplier shall promptly notify Solventum of such impossibility of executing the delivery and reasons therefore, and the new projected delivery date.
- 6.5. Products shall be unloaded at the delivery destination by the Supplier on its own and at its own cost and risk, unless the Parties states otherwise.

- 6.6. Products shall be deemed to have been delivered after the entire delivery has been unloaded at the destination and accepted by Solventum without any reservations taking into account the regulation contained in point 6.7 below.
- 6.7. Solventum shall have the right to refuse to accept Products delivered if such Products do not comply with the Agreement, (including the specification), or legal regulations, or are in or are otherwise defective or are delivered without delivery documents. If Solventum refuses to accept Products for reasons specified above, the Supplier shall deliver Products which are free of defects within three business days from the receipt of Solventum's request. The costs thereof shall be borne by the Supplier. This shall not release the Supplier from liability on general rules of law for any delay in Product delivery. In the event that it is necessary to examine the Products in order to confirm their compliance with the Agreement, it is agreed that the time limit for this examination shall not exceed 30 days from the date of receipt of the Products by Solventum.
- 6.8. If it is stipulated in the Agreement by the Parties that Solventum shall collect Products from the Supplier's storage location or any other place indicated by the Supplier, the provisions of the above points 6.1., 6.2. (as regards the requirements for means of transportation), 6.3., 6.5., 6.6. shall not apply. In such a case the Supplier shall notify Solventum whether Products can be collected no later than 72 h (in wording: seventy two hours) before the expected collection time, about the possibility of collection of Products. The notice referred to above shall be sent to Solventum by agreed means or e-mail to the address indicated in the Agreement or any other address indicated by Solventum, and such information shall also be confirmed by telephone. In such case Products shall be deemed to have been accepted upon the collection of the delivery by Solventum at the place indicated in accordance with the Agreement and upon its acceptance by Solventum without any reservations.

## **7. Acceptance of Services**

- 7.1. The acceptance of delivered Services shall be confirmed in an acceptance record made in writing, otherwise being null and void, and signed by the authorized Solventum's and the Supplier's representatives.
- 7.2. If Services are provided contrary to the Agreement (including the specification), or legal regulations, or are otherwise provided defectively, Solventum shall have the right to refuse to accept such Services and to sign the acceptance record referred to in according to point 7.1 above and shall have other rights resulting from the provisions of the Civil Code or other provisions of the law governing a given type of Agreement. Regardless of rights provided for in the legal regulations in force, in case Solventum refuses to accept receipt of Services, the Supplier, within the term of 3 business days following the receipt of Solventum's request, shall remove all the defects in the rendered Service. The costs thereof shall be borne exclusively by the Supplier. In the event that it is necessary to examine the Services in order to confirm their compliance with the Agreement, it is agreed that the time limit for this examination shall not exceed 30 days from the date of receipt of the Services by Solventum.
- 7.3. In the event any circumstances occur which prevent the Supplier from providing Services within the agreed time limit the Supplier shall promptly notify Solventum of such impossibility of providing Services and reasons therefor, and the new projected date of the Service provision.

## **8. Risk transfer**

- 8.1. Any risk involving Products and Services shall be transferred onto Solventum upon the acceptance thereof by Solventum without any reservations.

## **9. Testing and inspection**

- 9.1. Solventum may test and inspect Products at various stages of the manufacturing process and while warehoused by the Supplier. The above tests and inspections shall be conducted following the prior notice to the Supplier within seven business days from the notice date. The Supplier shall enable Solventum to conduct such tests and inspections. If as a result of the above tests or inspections Solventum determines that (i) any Product completed does not comply with the Agreement (including the specification), or legal regulations, or (ii) it is unlikely that any of the non-completed Products will comply with the Agreement (including the specification), or legal regulations upon the completion of the manufacturing process, Solventum shall notify the Supplier thereof and the Supplier shall promptly and at its own cost replace the completed defective Products with non-defective Products, or shall take any measures to ensure that Products at the stage of the manufacturing process comply with the Agreement (including the specification), or legal regulations in force at the time of the process completion.

## 10. Quality and workmanship

- 10.1. The Supplier warrants and represents that all the Products manufactured and delivered during the performance of the Agreement shall comply with the Agreement (including the specification), or legal regulations, and that they shall be free from any defects (including defects in materials and workmanship) and they shall be of satisfactory quality and fit for use in accordance with the intended use determined by Solventum.
- 10.2. The Supplier warrants and represents that all the Services provided during the performance of the Agreement shall comply with the Agreement, (including the specification), and legal regulations, and that they shall be performed with the Supplier's highest degree of diligence taking account of the professional nature of the Supplier's activity.
- 10.3. The Supplier shall perform the subject-matter of the Agreement in accordance with the laws in force in Poland, in particular with the provisions:
- a) related to environmental protection;
  - b) of the labor law, Occupational Health and Safety, including the regulations banning children's labor;
  - c) related to counteracting unfair competition, as well as competition and consumer protection;
  - d) of the tax law and accounting regulations;
  - e) of the intellectual property law;
  - f) of the personal data protection law.
- 10.4. Notwithstanding the foregoing, the Supplier warrants that the Supplier shall and shall procure that its representatives or sub-contractors involved in the supply of the Products or the Services will perform all Supplier's obligations under these GPTCs in compliance with all applicable Solventum Supplier Requirements which shall apply to all Orders and in particular with standards that are consistent with the Supplier Responsibility Expectations including the Solventum Supplier Responsibility Code located [Partners and suppliers information | Solventum](#)

## 11. Warranty

- 11.1. Solventum shall have the statutory warranty rights (*rekojmia*) subject to the modifications below.
- 11.2. Solventum shall notify the Supplier of any defect discovered in the Products within 60 (in wording: sixty) business days from the defect being discovered. The Parties confirm that the above time limit shall mean the customary time limit for notifying the Supplier of any defects in Products within the meaning of Article 563 § 1 of the Civil Code.
- 11.3. Notices may be sent by fax or e-mail at the address indicated in the Agreement or in a separate letter to the Supplier. The Supplier shall respond to Solventum's complaint within 5 (five) business days from the receipt of the notice about the defect. The absence of response to the complaint within the above time limit shall mean that the Supplier has found the complaint legitimate.
- 11.4. If a Product is defective, Solventum shall have the right, at its own choice, to the following:
- a) in the case of a Product specified as to its kind - to demand that the defective Product be collected from Solventum by the Supplier and replaced with a non-defective Product within 10 (ten) business days from the complaint being accepted or the lapse of the time limit for its acceptance; should the Supplier fail to perform its obligations to replace the defective Product, Solventum shall be entitled to rescind the Agreement without setting any additional time limit and to rescind any other Agreements to be performed whose subject-matter involves the same Products as those affected by a defect under a given Agreement; or
  - b) in the case of a Product specified as to its identity - to demand that the Product's defect be removed by the Supplier within 10 (ten) business days from the complaint being accepted or the lapse of the time limit for its acceptance, and following the ineffective lapse of the abovementioned limit Solventum shall be entitled to rescind the Agreement without setting any additional time limit, and to rescind any other Agreements to be performed whose subject-matter involves the same Products as those affected by a defect under a given Agreement; or
  - c) to demand that the Product price be reduced (also in the event where the time limits set forth in 11.4 a) or 11.4 b) are not met by the Supplier) or to rescind the Agreement in whole or in part; and

- d) in the event where the time limits set forth in 11.4 a) or 11.4 b) are not met by the Supplier - to purchase the Product from a different supplier at the Supplier's cost and at market prices following a prior notice to the Supplier. Any costs connected with the substitute delivery shall be borne by the Supplier. Any exercise of the right in point 11.4 c) shall exclude the possibility of exercising the right to substitute performance pursuant to point 11.4 d).
- 11.5. Any costs related to the exercise by Solventum of the rights referred to in the preceding sentences shall be borne by the Supplier.
- 11.6. Notwithstanding the rights set forth in point 11.4. above, Solventum shall be entitled to demand the payment of compensation for all damage sustained by Solventum in connection with the Product defect discovered or the Supplier's delay.
- 11.7. The warranty period shall be 2 (two) years from the date of acceptance by Solventum of Products without reservation in accordance with paragraph 6.6 or 6.8 of the GPTCs.

## **12. Liability**

- 12.1. The Supplier shall bear full liability towards Solventum for any damage resulting from the non-performance or improper performance of the Agreement.
- 12.2. The Supplier shall be liable towards Solventum for any claims, demands or any similar action by third parties against Solventum in connection with Products or Services. In such case Solventum shall be entitled to charge the Supplier with any costs incurred in connection with the action against Solventum by third parties set forth in the preceding sentence, including the costs of legal services, provided the Supplier was previously informed about such actions.

## **13. Confidentiality**

- 13.1. The Supplier undertakes not to disclose to any party the content of these GPTCs, the provisions of the Agreement or any other information obtained during the negotiations and performance of the Agreement, including any information related to the subject matter of the Agreement, as well as information regarding Solventum or Solventum Group and Solventum or Solventum Group activities. In addition, the Supplier shall not disclose the fact of its cooperation with Solventum, including its provision of Services for Solventum or its delivery of Products to Solventum; in particular the Supplier may not include any information on its cooperation in its documents or on its websites or otherwise spread the fact of its cooperation with Solventum ("**Confidential Information**").
- 13.2. The above obligation shall not apply to any information which:
- a) is disclosed for the proper performance of the subject-matter of the Agreement;
  - b) was held by the Supplier prior to the commencement of negotiations and conclusion of the Agreement;
  - c) is made public in a manner which does not violate legal regulations, these GPTCs or the Agreement;
  - d) is made public pursuant to a written consent of Solventum.
- 13.3. The confidentiality obligation set forth in this point shall not violate the obligation to supply information to authorized bodies pursuant to mandatory legal provisions. The Supplier shall also cause its employees and persons hired to perform the Agreement to preserve the confidentiality of Confidential Information. The obligations to preserve the confidentiality shall not be limited in time and shall survive the expiry of the Agreement.
- 13.4. The Supplier shall not be entitled to use the logo, graphic elements, other trademarks or intellectual property rights owned by any Solventum Group entity.
- 13.5. The Supplier is entitled to publish information about cooperation with Solventum including but not limited, on its websites solely after obtaining Solventum's prior written consent within this scope.

## **14. Trade secret**

- 14.1. All the information, drawings, designs and other materials provided to the Supplier by Solventum in connection with the performance of the Agreement shall constitute Solventum trade secret and may not be used by the Supplier for any other purpose than the performance of the Agreement, and may not be copied or made available to any third parties. This shall also apply to all the drawings, designs and other materials prepared by the Supplier on the basis of the information, drawings, designs and other materials obtained from Solventum. The Supplier shall consider such documents as trade secret and shall treat them as



Confidential Information. The Supplier shall bear liability for any damage which Solventum may sustain due to the breach of this obligation.

#### **15. Return of documents**

- 15.1. The Supplier shall return all the documents, their copies and other materials obtained from Solventum in connection with the performance of the Agreement within thirty (30) calendar days from its termination or at each request of Solventum and within such limit the Supplier shall destroy its own copies of notes and other materials developed on the basis of the above documents or materials.

#### **16. Breach of third parties' intellectual property rights**

- 16.1. The Supplier represents and warrants that the subject-matter of the Agreement performed thereby shall not in any way breach any intellectual property rights and that, therefore, the Supplier shall release Solventum of any liability for any damage resulting from any breach of third parties' intellectual property rights and shall pay any third parties' claims resulting from such breach. The Supplier shall take all the necessary action to prevent third parties and relevant authorities from making claims against Solventum related to the violation of intellectual property rights in connection with the performance of the subject-matter of the Agreement.

#### **17. Subcontractors**

- 17.1. The Supplier shall not be entitled to entrust any third parties with any performance of, or perform with the assistance of such parties, any of its obligations under the Agreement without the prior written consent of Solventum. If Solventum expresses its written consent to the operation of third parties, the Supplier shall bear liability for the actions and omissions of such parties as for its own actions or omissions.

#### **18. Transfer of rights and obligations**

- 18.1. The Supplier hereby grants Solventum its consent for Solventum to transfer all or part of its rights or obligations under the Agreement:
- a) to any entity of the Solventum Group, or
  - b) to any entity, in connection with the transfer of all or part of Solventum's business, regardless of the form of transfer.
- 18.2. Solventum shall have the right to perform its obligations and exercise its rights under the Agreement, through its parent company or affiliated companies.
- 18.3. The Supplier may not transfer all or part of its rights or obligations under the Agreement without Solventum's prior written consent, otherwise being null and void.

#### **19. Correspondence**

- 19.1. Unless specified otherwise in the Agreement, any statements, notices and other information between the Parties shall be made in writing and delivered personally or sent by registered mail or courier service to the other Party at the address of its registered office indicated in the Agreement ("**Correspondence Address**"). Each Party shall notify the other Party of any change to its Correspondence Address in writing; otherwise correspondence shall be delivered at the address previously given. Should a Party fail to notify the other Party of a change to its Correspondence Address for reasons attributable to the addressee, it is agreed that the delivery at the former address shall be effective upon the lapse of three (3) business days from the attempted delivery at the address previously given. In addition, if correspondence cannot be delivered for reasons attributable to the addressee, such correspondence shall be deemed to have been delivered on the third business day following the attempted delivery and if such delivery proved impossible for reasons attributable to the addressee.

#### **20. Force majeure**

- 20.1. If the Parties are unable to perform their obligations under the Agreement in whole or in part due to an event of force majeure, they shall not bear any liability for the non-performance or improper performance of such obligations, and in particular they shall not be obliged to pay any contractual penalties if stipulated for the other Party to the Agreement. An event of force majeure shall be an event beyond the control of

the Party claiming the event of force majeure whose occurrence or consequences could not have been foreseen or prevented by that Party. If events of force majeure prevent the performance of the Agreement for more than three (3) months, either Party may terminate the Agreement with immediate effect.

## **21. REACH**

- 21.1. The Supplier warrants that none of the Products delivered thereby shall contain any legally prohibited substances and that all the substances included in the Products delivered and subject to legal restrictions, including the restrictions resulting from the REACH requirements (Regulation (EC) 1907/2006 of the European Parliament and of the Council), shall not exceed legally permitted concentration levels. The Supplier shall previously notify Solventum of the exact concentration of each substance subject to restrictions in each Product and packaging ordered by Solventum and shall also submit such data on other substances whose data are required to be presented to governmental institutions, clients or waste recycling entities.

## **22. FCPA, COMPLIANCE WITH LAWS, COMPLIANCE AUDIT**

- 22.1 Compliance. Supplier represents, warrants and covenants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Supplier's obligations under the 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 Solventum, Supplier, either party's business, and the Solventum products and/or services to which the Agreement relates. Supplier will observe standards of business conduct that are consistent with Solventum's Code of Conduct and underlying Principles as well as, if applicable, Solventum's Supplier Responsibility Code located at [Partners and suppliers information | Solventum](#). Supplier further represents and warrants that neither it nor its Representatives will take any action that might cause Solventum to violate any Law. Supplier will advise Solventum immediately if it learns, or has any reason to know, of (i) any violation of any Law by Supplier or its Representatives that occurred or may have occurred in performing Supplier's obligations under the Agreement or (ii) any failure of Supplier or any of its Representatives to comply with Supplier's obligations under this Article.
- 22.2 Compliance Audit. As part of Solventum's own efforts to ensure its business operations are conducted in compliance with the Laws, during the Agreement's term and for five years thereafter, Solventum may choose to conduct audit(s) of Supplier's compliance with its obligations under this Article. Solventum will provide reasonable prior notice of such audit, and Supplier will cooperate in any such audit(s), including making Records available (defined as any of Supplier's and its Representatives' records, including, but not limited to pertinent data, assets, books and financial accounts); allowing review of Supplier's and its Representatives' Records that relate to Supplier's obligations under the Agreement, and interview of their personnel. Solventum 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.

## **23. Derogation clause**

- 23.1. If any provision of these GPTCs or the Agreement proves invalid, such an invalid provision shall be replaced by an appropriate statutory provision. The complete or partial invalidity of the provisions of these GPTCs or the Agreement shall not affect the validity of the other provisions of the GPTCs or the Agreement.

## **24. Place of dispute resolution**

- 24.1. The court having relevant geographic jurisdiction to resolve any disputes resulting from the Agreement shall be the common court having jurisdiction over Solventum's registered office.

## **25. Insurance**

- 25.1. Unless otherwise agreed by the Parties in writing, in documentary or electronic form, the Supplier providing the Products or performing the Services to Solventum is obliged to have insurance throughout the duration of the Agreement:



- a) regarding accidents at work in the meaning of art. 3 of the Act of 30.10.2002 on social insurance in the case of accidents at work and occupational diseases, covering employees and persons by whom the Supplier performs the Agreement at Solventum's premises,
  - b) full civil liability covering the business activity, including, in particular, personal injury or property damage which the Supplier will cause to Solventum or to third parties in connection with the conducting of business activity, using of property, delivery of Products, placing Products on the market, performing Services for or at Solventum's premises, including for the detriment to health or death as a result of an misadventure,
  - c) if the Supplier possesses and controls Solventum's materials or equipment, the Supplier shall be obliged to have a property insurance covering the loss or damage of such materials or equipment at least to the amount corresponding to the value of such materials or equipment,
  - d) to the extent that the Supplier performs construction works at Solventum's premises, the Supplier is obliged to insure all risks with regard to construction-montage works (CAR / EAR) related to property and equipment damage, including but not limited to tools, equipment, construction machines.
- 25.2. The sum insured, specified in the insurance agreement for the insurances referred to in point. 25.1. letter a), b) and d) above shall not be lower than PLN 100.000,00 (one hundred thousand) per occurrence.
- 25.3. If the Supplier performs Services at Solventum's premises using vehicles belonging to the Supplier, the Supplier is obliged to have vehicle insurance to the extent required by applicable law regulations, and in the absence of such regulations applicable to the type of vehicle, the Supplier shall have a civil third party insurance for the adequate type of vehicle against damage to property and damage to health, including death due to a misadventure, where the sum insured specified in the insurance agreement for such insurance coverage is not less than PLN 100.000,00 (one hundred thousand) per occurrence.
- 25.4. Solventum reserves the right to increase the insurance requirements for the Supplier, depending on the type of Products provided or Services performed.
- 25.5. The insurance conditions required from the Supplier shall be subject to prior approval by Solventum in writing, documentary or electronic form. For this purpose, the Supplier - before the Order is placed by Solventum - will be obliged to send Solventum all documents confirming possession of valid insurance meeting the requirements set out in these GTPCs and individually by Solventum, within the deadline and/or on the terms and conditions set out by Solventum.
- 25.6. The insurance agreement, proof of premium payment, policies and other documents confirming the conclusion of the insurance agreement by the Supplier will be provided to Solventum by the Supplier within 7 days from the date they was requested by Solventum. In the event of a breach by the Supplier of the regulation referred to in this point, Solventum without prejudice to any other rights set forth in the GTPCs, the Agreement or the applicable legislation, shall have the right to terminate the Agreement with an immediate effect, without any compensation to the Supplier. Any costs which may arise for this reason will be borne solely by the Supplier.
- 25.7. Any changes to the terms and conditions of insurance shall each time shall be a subject of prior Solventum's consent.

## **26. Compliance with health and safety regulations**

- 26.1. During the Supplier's stay on Solventum's premises, the Supplier providing the Products or performing the Services to Solventum and Supplier's employees as well as persons supporting the Supplier in performing of the Agreement, shall comply with the health and safety regulations, Solventum internal regulations and fire protection policies being in force at Solventum's premises. In the event of a breach by the Supplier, its employees or persons to whom a certain actions related to the Agreement are entrusted, of rules and regulations referred to in this point, Solventum without prejudice to any other rights provided for in this GTPCs, the Agreement or the applicable law, is entitled to terminate this Agreement, with immediate effect, without any compensation for the Supplier. Any costs which may arise for this reason will be borne solely by the Supplier.

## **27. Miscellaneous provisions**

- 27.1. This GTPCs, the Agreement, and any transactions between Solventum and the Supplier are governed by Polish law and all their provisions shall be construed accordingly.
- 27.2. The titles of the editorial units of the Agreement and the GTPCs are only of ancillary importance and should not be taken into account in the interpretation of the Agreement or GTPCs.

- 27.3. The Parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
- 27.4. If the Agreement or the GPTCs will be drawn up in two language versions, in the case of discrepancies between the versions, the Polish version shall prevail.
- 27.5. **Solventum Poland Sp. z o.o.** in Wrocław, or **Solventum Poland Manufacturing Sp. z o.o.** in Wrocław, or **Solventum GBS Poland Sp. z o.o.** in Wrocław, depending on which of these companies will be the purchaser of Products or Services based on the Agreement, acts as data controller within the meaning of article 4(7) of the EU General Data Protection Regulation ("GDPR") and will process personal data of persons representing Supplier, as well as personal data of Supplier (if he/she is a natural person) in accordance with the Solventum Privacy Policy found via [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci), in particular for:
- a) the performance of the Order – which is indispensable for the performance of Order submitted to Supplier (legal basis: article 6 item 1 letter b) of the GDPR);
  - b) conclusion, performance and settlement of the Agreement (legal basis: article 6 item 1 letter b) of the GDPR);
  - c) recovery of potential debts (legal basis: article 6 item 1 letter b) of the GDPR);
  - d) developing and managing the relationships with the Supplier which amounts to the performance of the legitimate interest of Solventum (legal basis: article 6 item 1 letter f) of the GDPR);
  - e) communicating with the Supplier which amounts to the performance of the legitimate interest of Solventum (legal basis: article 6 item 1 letter f) of the GDPR);

Solventum may share personal data with other entities of the Solventum Group, as well as with third parties which it engages to provide services, including the entities having registered seat in the United States of America or other countries located outside the European Union.

Supplier's representatives and Supplier (in case he/she is a natural person) have the right to:

- a) access and correct his/her data,
- b) lodge a complaint with the President of the Office for Personal Data Protection in case he/she considers that the processing of the personal data of the person making a complaint violates GDPR;
- c) object to the processing of personal data of the data subject making such an objection, and request to restrict the processing of personal data of data subject requesting such restriction or to delete his/her data.

Further information on how Solventum processes personal data and individuals' rights is provided in the Solventum Privacy Policy found via [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci)

Where Solventum GBSPoland Sp. z o.o. is the controller of your personal data, if you have any questions regarding the processing of your personal data, please send to:

Solventum GBS Poland Sp. z o.o.

ul. Powstańców Śląskich 9

53-332 Wrocław

appropriate letter marked "DPO" or in electronic form by sending an e-mail to [DPO\\_EU@mmm.com](mailto:DPO_EU@mmm.com).

If the controller of your personal data is Solventum Poland Manufacturing Sp. z o.o. or Solventum Poland Sp. z o.o. , if you have any questions regarding the processing of your personal data, please send to:

Solventum Poland Manufacturing Sp. z o.o. or Solventum Poland Sp. z o.o. respectively. 51-416 Wrocław

ul. Kwidzyńska 6

appropriate letter marked "DPO" or in electronic form by sending an e-mail to [DPO\\_EU@mmm.com](mailto:DPO_EU@mmm.com).

- 27.6. The Supplier undertakes to provide on behalf of Solventum to all of its employees and subcontractors' employees whom it shall use in the performance of the Agreement and whose data shall be made available to Solventum, within 30 days from the day the data has been provided to Solventum at the latest (and in the event of a change of a given person - within 30 days from the date of the change at the latest) information as mentioned in Appendix 1 hereto on behalf of this/these Solventum company/companies which is/are the purchaser of the Products and/or Services.
- 27.7. Solventum shall be entitled to amend these GPTCs. The amendments of the GPTCs shall be delivered to the Supplier upon Solventum's choice - via mail, email, by courier, through Solventum employees or fax, together with the date of their entry into force. In case the date of coming into force of the amended GPTCs is not specified in the manner specified above, it is assumed that the amended GPTCs shall come into force 30 calendar days following their delivery to the Supplier. In case where the amendments to the GPTCs are sent by mail, courier, through Solventum employees (in person), they are deemed as received at the time of the actual delivery and in the event that the deliverer could not deliver them for reasons attributable to the addresser, the amendments shall be deemed as received on third working day, following the day on which the deliverer attempted to deliver the amendments and such delivery was not possible for reasons attributable to the addresser. In case where the amendments to the GPTCs are sent by fax or email they shall be deemed as received on the working day following the day were sent by email or fax. However, if the Supplier refuses to accept the amendments to the GPTCs, the Supplier is entitled to terminate the Agreement or any other agreement to which GPTCs were included with 14 day' notice delivered to Solventum within 21 days of receiving by the Supplier of the amendments to the GPTCs. In case where the Supplier fails to terminate the Agreement or any other agreement mentioned above, the amendments of the GPTCs shall come into force in the dates specified in accordance with the rules indicated in the preceding sentences.

August 2024

Appendix 1 to the Solventum General Purchase Terms and Conditions GDPR notices

General comments:

- a) Before submitting the GDPR notice on behalf of the companies below, please complete the Supplier's information in the blank spaces;
  - b) If more than one of the following Solventum companies is the purchaser of the Products and/or Services, send the GDPR notice relevant for each of those Solventum companies that are purchasers of the Products and/or Services.
1. **In case where Solventum Poland Sp. z o.o. is purchaser of Products and/or Services:**

Solventum Healthcare Poland Sp. z o.o. with its registered office in Wrocław ul. Kwidzyńska 9., 51-416 Wrocław registered in the entrepreneurs' register of the National Court Register kept by the District Court for Wrocław- Fabryczna in Wrocław, VI Commercial Division, under the KRS number 0000980149, with a share capital of PLN 11 078 000,00 and having a NIP number 525-29-14-245 and a BDO registration number: 000615380 ("Solventum") advises that it has obtained your following personal data: name, surname, position, employer's name, business e-mail address, business phone number and other contact details from \_\_\_\_\_ with its registered office in \_\_\_\_\_, ("Supplier"). Solventum acts as data controller within the meaning of Article 4 (7) of the General Data Protection Regulation ("GDPR") and shall process your personal data in accordance with the Solventum Privacy Policy: [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci), in particular to implement and settle the agreement made by and between Solventum and the Supplier and to enable on-going contact as part of the performance of this Agreement (legal basis: Article 6 item 1 letter b) in conjunction with letter f) of GDPR). Solventum may share data with entities from the Solventum Group as well as third parties which it engages to provide services, including entities based in the USA and in other countries located outside the European Union.

You have:

- a) the right to access your data and amend it;
- b) the right to lodge a complaint with the supervisory authority if it is deemed that the processing of personal data regarding the person submitting the complaint is in breach of the provisions of the GDPR;
- c) the right to object at any time to the processing of personal data regarding the person submitting the objection and to demand the restriction of the processing of personal data regarding the person submitting the request or deletion of their personal data.

Detailed information on the processing of personal data by Solventum and the exercise of the rights of persons affected by the processing of personal data can be found in the Solventum Privacy Policy: [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci).

If you have any questions regarding the processing of your personal data, please send to: Solventum Poland Sp. z o.o.

ul. Kwidzyńska 6

51-416 Wrocław

appropriate letter marked "DPO" or in electronic form by sending an e-mail to [DPO\\_EU@mmm.com](mailto:DPO_EU@mmm.com).

## 2. In case where Solventum Healthcare Poland Manufacturing Sp. z o.o. is purchaser of Products and/or Services:

Solventum Poland Manufacturing Sp. z o.o. with its registered office in Wrocław, 6 Kwidzyńska str., 51- 416 Wrocław, Poland, registered in the entrepreneurs' register of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division under the KRS number 0000972072, with a share capital of PLN 20 005 000,00 and having a NIP number 525-29-08-380 and a BDO registration number: 000610215 ("Solventum") advises that it has obtained your following personal data: name, surname, position, employer's name, business e-mail address, business phone number and other contact details from \_\_\_\_\_ with its registered office in \_\_\_\_\_, ("Supplier"). Solventum acts as data controller within the meaning of Article 4 (7) of the General Data Protection Regulation ("GDPR") and shall process your personal data in accordance with the Solventum Privacy Policy: [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci), in particular to implement and settle the agreement made by and between Solventum and the Supplier and to enable on-going contact as part of the performance of this Agreement (legal basis: Article 6 item 1 letter b) in conjunction with letter f) of GDPR). Solventum may share data with entities from the Solventum Group as well as third parties which it engages to provide services, including entities based in the USA and in other countries located outside the European Union.

You have:

- a) the right to access your data and amend it;
- b) the right to lodge a complaint with the supervisory authority if it is deemed that the processing of personal data regarding the person submitting the complaint is in breach of the provisions of the GDPR;
- c) the right to object at any time to the processing of personal data regarding the person submitting the objection and to demand the restriction of the processing of personal data regarding the person submitting the request or deletion of their personal data.

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If you have any questions regarding the processing of your personal data, please send to: Solventum Poland Manufacturing Sp. z o.o.

51-416 Wrocław

ul. Kwidzyńska 6

appropriate letter marked "DPO" or in electronic form by sending an e-mail to [DPO\\_EU@mmm.com](mailto:DPO_EU@mmm.com).

## 3. In case where Solventum GBS Poland Sp. z o.o. is purchaser of Products and/or Services:

Solventum Healthcare Service Center EMEA Sp. z o.o. with its registered office in Wrocław, ul. Powstańców Śląskich 9., 53- 322 Wrocław, registered in the entrepreneurs' register of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division, under the KRS number 0000988970, with a share capital of PLN 3 416 750,00 and having a NIP number 525-29- 21-245 ("Solventum") advises that it has obtained your following personal data: name, surname, position, employer's name, business e-mail address, business phone number and other contact details from \_\_\_\_\_ with its registered office in \_\_\_\_\_, ("Supplier"). Solventum acts as data controller within the meaning of Article 4 (7) of the General Data Protection Regulation ("GDPR") and shall process your personal data in accordance with the Solventum Privacy Policy: [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci), in particular to implement and settle the agreement made by and between Solventum and the Supplier and to enable on-going contact as part of the performance of this Agreement (legal basis: Article 6 item 1 letter b) in conjunction with letter f) of GDPR). Solventum may share data with entities from the Solventum Group as well as third parties which it engages to provide services, including entities based in the USA and in other countries located outside the European Union.

You have:

- a) the right to access your data and amend it;

- b) the right to lodge a complaint with the supervisory authority if it is deemed that the processing of personal data regarding the person submitting the complaint is in breach of the provisions of the GDPR;
- c) the right to object at any time to the processing of personal data regarding the person submitting the objection and to demand the restriction of the processing of personal data regarding the person submitting the request or deletion of their personal data.

Detailed information on the processing of personal data by Solventum and the exercise of the rights of persons affected by the processing of personal data can be found in the Solventum Privacy Policy: [Solventum.pl/polityka-prywatnosci](https://solventum.pl/polityka-prywatnosci). If you have any questions regarding the processing of your personal data, please send to:

Solventum GBS Poland Sp. z o.o.

53-322 Wrocław

ul. Powstańców Śląskich 9

appropriate letter marked "DPO" or in electronic form by sending an e-mail to [DPO\\_EU@mmm.com](mailto:DPO_EU@mmm.com).