

Terms and Conditions of Sale

TERMS & CONDITIONS OF SALE for KCI MEDICAL AUSTRALIA PTY LIMITED and 3M HEALTHCARE AUSTRALIA PTY LIMITED ("Solventum")

1. Order 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 (AEST/AEDT) that have no special delivery/handling requirements will be dispatched on the next working day with the exception of SA which will be dispatched Monday, Wednesday & Friday.

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

Urgent Orders

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

Same Day Pickup Orders

Orders requiring same day pick up must be received by 11am (AEST/AEDT). 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

Australian 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 as required under Australian 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 customers who have had their Credit Application on the prescribed form approved by Solventum prior to ordering goods. Where credit is given, Payment Terms shall be as agreed in writing between Solventum and the customer and accounts shall be settled in full on or by the agreed due date. In the event Payment Terms have not been agreed, Solventum's Standard Payment Terms of full settlement of account on or by the last working day of the month following the month in which goods were purchased i.e. net 30 days shall apply. Any variations to Payment Terms must be authorised by Solventum in writing.

Failure to pay an account on the due date entitles Solventum to suspend delivery, refuse further orders and cancel any existing contract for supply

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without further notice. Credit may be withdrawn if customer exceeds the authorised credit limit.

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.

Customer may be required by Solventum to give security and/or surety. Solventum is entitled to recover all and any legal and other costs and expenses arising from the collection of any overdue monies.

Solventum is authorised to make all reasonable enquiries as to the creditworthiness and financial responsibility of a customer who has applied for and/or has been given credit including obtaining credit reports from credit reporting agencies from time to time.

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

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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. Property & Risk

Risk in the goods shall pass on delivery but legal and equitable title shall remain with Solventum until it has received payment in full for those goods. Pending such payment, the customer shall hold the goods as bailee for Solventum and shall return the goods to Solventum if so requested. Notwithstanding the foregoing, the customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate. The customer shall, if so required, identify the goods as belonging to Solventum. All risks in respect of delivery will be borne by the customer from the time the goods cease to be within the actual legal possession of Solventum or its agents.

10. Warranty Statement and Liabilities

- (a) **Customer's Rights** – Customers should seek advice as to their rights. Any rights implied by statute that cannot be excluded, restricted or modified are not affected by this procedure or by endorsements on the goods or packages. Subject to that, Solventum's liability for the goods is limited to claims permitted under this procedure and to any express warranty given on the goods and liability for consequential loss including loss arising from negligence is hereby excluded. In cases where it is legally permitted, any remaining liability implied by statute is limited, at Solventum's option, to repair or replacement of the goods.
- (b) **Distributor Obligations** - A distributor must inform its customer that statutory rights may exist despite contrary endorsements on the goods or packages. The reseller must only limit its liability to its customers to the extent permitted by statute.

11. Use of the Company Name

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.

12. Personal Property Securities Act

- (a) **Security Interest** – the customer acknowledges that:
- (i) if (pursuant to clause 9 or otherwise) the customer sells or otherwise disposes of the goods before the purchase price of

goods has been paid in accordance with this agreement, it does so as Solventum's fiduciary agent and the Proceeds of such sale or other disposal are also property of Solventum and are held by the customer on trust for Solventum;

- (ii) the retention of title in relation to goods which are supplied under this agreement gives rise to a Security Interest in the goods in favour of Solventum being a Purchase Money Security Interest which payment of the purchase price for those goods; and
- (iii) Solventum's rights and interest in Proceeds derived from the goods also constitute a Security Interest in such Proceeds.
- (b) **Registration and verification statements**
- (i) Solventum may, at the customer's expense, register any Security Interest granted under this agreement on the PPS Register in any manner it chooses. The customer must provide Solventum with any information it requires for the purposes of effecting such registration.
- (ii) For the purposes of section 157(3) of the PPSA, the customer irrevocably and unconditionally waives its right to receive any notice from Solventum in connection with the registration of a Security Interest arising under this agreement.
- (c) **Further assurances** – The customer agrees to take such steps as Solventum reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this agreement, including by:
- (i) obtaining and giving consents;
- (ii) producing and providing receipts;
- (iii) attending to the signing of documents or procuring the signing of documents;
- (iv) facilitating the registration of any Security Interest on the PPS Register;
- (v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and
- (vi) facilitating the exercise of Solventum's right in enforcing any Security Interest.
- (d) **No Accession or fixture** – The customer agrees to ensure that unless otherwise agreed in writing by Solventum:
- (i) the goods do not become a fixture to any land;
- (ii) the goods do not become an Accession to other goods; and
- (iii) it takes such steps as Solventum reasonably requires to prevent or remedy the affixation of the goods to any land or goods including by:

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- (A) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
 - (B) detaching, or procuring the detachment of, the goods from any land or goods to which they become attached.
- (e) **Non-applicable provisions** – Solventum and the customer agree that for the purposes of section 115 of the PPSA, the following sections of the PPSA will not apply to any Relevant Collateral:
- (i) Section 95 (notice by Secured Party of removal of Accession);
 - (ii) Section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
 - (iii) Section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
 - (iv) Section 130, to the extent that it requires Solventum to give any notice to the customer (notice by Secured Party of disposal of Collateral);
 - (v) Section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
 - (vi) Section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period); and
 - (vii) Section 135 (notice by Secured Party of retention of Collateral).
- (f) **Seizure** – Without limitation to any other provision of this agreement, it is a default of the customer under this agreement for the purposes of section 123(1) of the PPSA if any person with a Security Interest in Relevant Collateral seizes or becomes entitled to seize that Relevant Collateral without the consent of Solventum.

(g) **Definitions**

In this clause:

Accession has the meaning given in the PPSA.

Collateral has the meaning given in the PPSA.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPS Lease has the meaning given in the PPSA.

PPS Register means the Personal Property Securities Register established under the PPSA.

Proceeds has the meaning given in the PPSA.

Purchase Money Security Interest has the meaning given in the PPSA.

Relevant Collateral means Collateral which is the subject of a Security Interest granted under this agreement.

Secured Party has the meaning given in the PPSA.

Security Interest has the meaning given in the PPSA.

13. 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 Australian Privacy Principles as set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 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 13 and Solventum's privacy policy.

14. 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.

15. 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 Crime 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.

16. 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.

17. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of New South Wales and subject to the jurisdiction of the courts of New South Wales.

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