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## General Terms and Conditions of Sale for Products

These General Terms and Conditions of Sale for Products (“**Sales Terms**”) apply to the sale of Solventum products (“**Products**”) by KCI Hong Kong Holding limited, to customer (“**Customer**”) in Hong Kong.

Solventum’s offer to sell Products to Customer, and Solventum’s acknowledgment of any purchase order or other Customer document (“**Order**”) is expressly limited to, and expressly conditioned on Customer’s acceptance of these Sales Terms. The applicability of terms contained in Customer’s Order is limited to the identification and the quantity of Products ordered. Unless otherwise agreed by Solventum and Customer, Solventum objects to and rejects all other Customer terms, in any form, that are different from or additional to these Sales Terms.

### 1. Pricing, Freight, Payment, Shipping, Returns

Product prices are as listed in the applicable Solventum price pages or in Solventum’s electronic order systems as of the date Solventum processes Customer’s Order. For Orders specifying future-dated shipments, Solventum has the sole discretion to charge the price in effect on the date of the shipment. Standard payment terms are net 30 days from the Solventum invoice date, unless a different period is stated on the invoice. Customer may not make or take any deduction, set-off, or other adjustment without Solventum’s prior written approval. Order quantities must meet stated minimums for Products (if any). Products are shipped per the Incoterms statement on the Solventum order acknowledgement or invoice, or, in the absence of such statement, F.O.B. point of shipment. Title and risk of loss transfers to the Customer upon delivery to the carrier. If Solventum pays freight on the Order Solventum may designate the means of transportation and routing. If Customer requires alternative means of shipment, Customer will pay any resulting costs. Lead times are as stated by Solventum and Products may be placed on backorder at Solventum’s discretion. Where Product availability is limited for any reason, Solventum may fill orders or otherwise allocate Products in any manner it deems appropriate. Under no circumstances will Solventum be liable for failure to ship, or for Customer’s failure to receive Products by a certain date. Solventum may require prepayment of any Order. Any credit extended to Customer is done at Solventum’s discretion and subject to Solventum credit requirements. Customer must keep its account current at all times. Solventum may withhold shipments, payments, or other benefits, and/or assess late fees and interest on past due amounts until the account balance is current. Returns are subject to Solventum’s applicable return goods policy and require advance Solventum consent.

### 2. Compliance.

- 1) Compliance with Laws. Solventum will manufacture and sell the Products in accordance with the Laws applicable to each Product. Customer shall comply with the Laws applicable to the handling, transportation, storage, use, processing, disposal, distribution, sale and resale of the Products and Customer products which are incorporated in or are manufactured using the Products. Under no circumstances shall either party offer or pay any amount, or give anything of value to the other party, if such payment or conduct violates applicable law or regulation, including but not limited to any applicable anti-bribery, anti-corruption or anti-kickback laws.
- 2) Trade compliance. Customer will comply with all applicable export control, sanctions, customs and other trade-related laws, regulations, rules and licenses affecting any products,

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technology, or software supplied by Solventum, including but not limited to Chinese laws and regulations, the U.S. Export Administration Regulations, and economic sanctions administered by the U.S. Department of the Treasury. Customer will not directly or indirectly sell, supply, export, re-export, make available, transfer, or use any Solventum products, technology, or software (1) in violation of any applicable export controls, economic sanctions or trade embargoes, including the United States' restrictions on trade with restricted regions in Ukraine (the Crimea region, Donetsk People's Republic, and Luhansk People's Republic), Cuba, Iran, Syria, and North Korea; or (2) for restricted end uses or restricted end users (defined as any party listed in the (i) United States' Consolidated Screening List found at <https://www.trade.gov/consolidated-screening-list>, (ii) People's Republic of China's Unreliable Entities List, Countermeasures List, and Control List, or (iii) any other applicable restricted party list) unless authorized under applicable laws and regulations. Customer will not directly or indirectly sell, supply, export, re-export, make available, or transfer any Solventum products, technology, or software to Russia or Belarus. Customer shall conduct adequate due diligence to ensure Solventum products, technology, and software are not diverted in violation of applicable laws and regulations. Any violation of this article is cause for immediate termination of sales terms.

### **3. Product Information, Selection, and Use**

Solventum may provide Product information, including technical information, specifications, recommendations, literature, and other materials (collectively "**Product Information**") for Customer's convenience in Customer's selection of Products. The accuracy or completeness of Product Information is not guaranteed and is subject to change without notice. No license under any Solventum or third party intellectual property rights is granted or implied with this Product Information. Customer is solely responsible for evaluating and selecting Products and determining whether each Product is fit for a particular purpose and suitable for Customer's use and method of application. Products are not manufactured to any Customer requirements or specifications unless expressly agreed to in writing by Solventum. Products that are sold for Customer's use or consumption may not be repackaged, resold, or redistributed in any manner without Solventum's prior written consent.

### **4. Industrial/Occupational Products**

Solventum intends, labels, and packages its industrial and occupational products for sale to trained industrial and occupational customers for workplace use. Unless specifically stated otherwise on the applicable product packaging or literature, these products are not intended, labeled, or packaged for sale to or use by consumers (e.g., for home, personal, primary or secondary school, recreational/sporting, or other uses not described in the applicable product packaging or literature), and must be selected and used in compliance with applicable health and safety regulations and standards, as well as all Product Information, user instructions, warnings, and other limitations, and the user must take any action required under any recall, field action, or other product use notice. To the extent Customer promotes or sells such products outside of industrial and occupational channels or to consumers; or relabels the Product in any manner; or subdivides, repacks, or sells products in units smaller than as packaged by Solventum; then Customer bears sole responsibility for meeting all applicable requirements (including packaging and labeling requirements) and for any resulting claims, losses, and damages.

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## 5. **Warranty, Disclaimer, Limited Remedy**

Unless a different warranty is expressly specified on the applicable Product Information or Product packaging (in which case such warranty governs), Solventum warrants that each Product meets Solventum's applicable Product specifications at the time Solventum ships each Product. **SOLVENTUM MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ARISING OUT OF A COURSE OF DEALING, PERFORMANCE, CUSTOM, OR USAGE OF TRADE.** If a Product does not conform to this warranty, Customer's sole and exclusive remedy is, at Solventum's option, repair or replacement of the nonconforming Product or refund of its purchase price. Solventum has no obligation under this warranty with respect to Products that are modified or damaged by Customer, including through misapplication, misuse, abuse, accident, neglect, or mishandling. Customer must notify Solventum within 45 days after receipt that it believes a Product is non-conforming and, thereafter, cooperate with Solventum's investigation of such claim, otherwise Customer waives any right or claim with respect to such non-conformance. The foregoing warranty and remedy shall not apply to experimental or developmental Products, which are sold "as is" and without any warranty.

## 6. **Limitation of Liability**

Except for the limited remedy above, and except to the extent prohibited by law, Solventum is not liable for direct, indirect, incidental, special, punitive, or consequential damages (including, but not limited to, lost profits, revenue, business, opportunity, or goodwill) that directly or indirectly arise from or relate to Products, regardless of the legal or equitable theory asserted, including, but not limited to, warranty, contract, negligence, fraud, or strict liability.

## 7. **Order Cancellation**

Customer may cancel an Order only with Solventum's written consent. In the event of an approved cancellation, and where Solventum has incurred costs and expenses that cannot reasonably be recovered through sale of the Products to another person or entity, Customer will pay Solventum for all such costs and expenses, which may include costs of related raw materials, packaging, and other items dedicated to Products. Solventum may cancel a Customer Order without obligation or liability upon notice to Customer.

## 8. **Taxes**

Product prices do not include any applicable taxes, tariffs, duties, fees, or charges of any type imposed by any governmental authority ("**Transfer Taxes**"). Transfer Taxes will be separately itemized on Solventum's invoice and Customer will be liable for their full payment. Solventum will not collect or remit any Transfer Taxes for which Customer provides a valid tax exemption certificate.

## 9. **Effect of Other Agreements, Terms**

Where Solventum and Customer have a specific agreement for the sale or supply of Products or an individual Solventum business unit has issued specific terms and conditions for specific products,

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that agreement or the business unit specific terms and conditions (collectively “**Solventum Agreement Terms**”) will control, as to these Sales Terms, to the extent that the Solventum Agreement Terms are in addition to or conflict with these Sales Terms. By ordering Product using the Solventum order systems, Customer agrees to be bound by all terms and conditions, program requirements, and other policies set forth in the applicable Solventum pricepages, order forms, or order systems.

#### **10. Governing Law, Dispute Resolution**

These sales terms between Solventum and the customer shall be governed by the laws of Hong Kong Special Administrative Region. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Hong Kong Special Administrative Region courts in respect of any legal action or proceedings relating to and arising out of these terms and conditions of sale.

#### **11. Changes**

Solventum reserves the right to change its Sales Terms at any time without notice.

**Last revised April 1, 2024**