

## **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 any Solventum affiliate, including at least the below Solventum Companies, to customer ("Customer") in the United States ("Territory").

Solventum Companies in the Territory:

Solventum Corporation  
Solventum US LLC  
Solventum Management LLC  
Solventum Health Information Systems, Inc.  
3M Healthcare LATAM/APAC Export Corporation  
Solventum Purification Inc.  
Solventum Orthodontics Corporation  
KCI Medical Puerto Rico, Inc.  
KCI USA, Inc.  
MModal Services, Ltd.

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. Solventum objects to and rejects all other Customer terms, in any form, that are different from or additional to these Sales Terms.

## **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. 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 authorization.

## **Compliance**

Solventum will manufacture and sell the Products in compliance with the federal, state, and local laws applicable to each Product. Customer will comply with the federal, state, and local laws applicable to the handling, transportation, storage, use, processing, disposal, distribution, sale, and resale of Products and to any of Customer's products that contain or are made by using Products. Under no circumstances will either party offer or make any payment or give anything of value to another person or entity where such payment or action would violate an applicable law or regulation, including, but not limited to, any applicable anti-bribery, anti-corruption, or anti-kickback law.

### **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.

### **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 (e.g., U.S. OSHA, ANSI), 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.

### **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.

### **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.

### **Export Control**

Products are sold for use or consumption within the Territory only. If Solventum authorizes Customer in writing to export Products outside of the U.S., Customer (a) assumes all responsibility for such Products, (b) will comply with all laws and regulations relating to the export and sale of Products outside the U.S., and (c) will adhere to all applicable Solventum policies and procedures relating to the export of Products as a condition to purchase and export.

### **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.

### **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.

### **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, 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 price pages, order forms, or order systems.

### **Governing Law, Dispute Resolution**

Minnesota law, without regard to conflicts of laws principles, shall exclusively govern Solventum's sale of Products to Customer. The United Nations Convention on Contracts for the International Sales of Goods does not apply. Except where Solventum files a claim or action to collect unpaid amounts due from Customer, all claims and disputes arising from or relating to these Sales Terms, any Order, or the Products must be resolved exclusively through the following dispute resolution processes: (a) good faith negotiations between duly authorized representatives of each party conducted within 90 days of a request for negotiations; (b) if necessary, non-binding mediation before a neutral mediator jointly selected and paid for by the parties within 120 days of a request for mediation at a location acceptable to both parties; and (c) as a last resort, litigation. The state or federal court located within Ramsey County, Minnesota shall be the sole and exclusive jurisdiction and venue for any litigation between Customer and Solventum. Customer agrees to submit to the jurisdiction of such court in the event of any litigation.

### **US Government Agency Contracts**

Solventum primarily sells commercial items as defined in FAR 2.101. For Orders which reference a U.S. Government agency prime contract number, or are otherwise identified as a U.S. Government subcontract, the following clauses as in effect on the date of the Order are hereby incorporated by reference into these Sales Terms only to the extent that they are applicable and required to be flowed down by FAR or DFARS prescription: (a) the clauses required to be flowed down to subcontracts in FAR 52.212-5(e) when the Customer's government contract is for commercial items/services or those required to be flowed down to subcontracts in FAR 52.244-6 when the Customer's government contract is for noncommercial items/services, and (b) for contracts with the Department of Defense, the clauses required to be flowed down to subcontracts for commercial items per DFARS 252.244-7000(a), except for DFARS 252.225-7009 - Restriction of Acquisition of Certain Articles Containing Specialty Metals and DFARS 252.227-7013 - Rights in Technical Data--Noncommercial Items, which must be separately negotiated if applicable. All other U.S. Government agency contract provisions are rejected. Acceptance of additional government contract provisions, including country of origin provisions, must be explicitly agreed upon in writing by the Solventum Government Contract Administrator. Acceptance of an Order does not constitute acceptance by Solventum of any other government contract provision listed on purchase order documents or Customer terms and conditions. Solventum rejects any Customer provision pertaining to most favored customer pricing. Solventum requires its suppliers to provide goods that conform to all design, performance and production requirements, do not infringe on a third party's intellectual property rights, are new, authentic, and not counterfeit, and comply with all applicable laws and regulations. Therefore, Solventum specifically rejects any Customer counterfeit terms and conditions other than DFARS 252.246-7007. Except for technical data accompanying a product such as instruction manuals, technical data is not normally a deliverable for Solventum. Technical data provisions must be separately negotiated. Solventum is a large business under FAR Part 19. Customer warrants that in supplying Solventum products in response to any government contract solicitation that has been set-aside for small business, Customer understands and will comply with the applicable rules.

### **Changes**

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

Last revised April 1, 2024.