
**TERMS AND CONDITIONS OF PURCHASE ORDERS OF FRESENIUS MEDICAL CARE (BRAZIL) AND ITS
SUBSIDIARIES.**

1. **ACCEPTANCE.** The Purchase Order (the "Order") accepted by the Supplier constitutes a binding contract for the purchase of goods and/or services described on the first page of the Order, subject to the terms and conditions contained herein, whenever accepted by express written acknowledgment or by commencement of performance by the Supplier. No amendment or waiver shall be deemed effected by any quotation, proposal, acknowledgment or confirmation by the Supplier containing other or different terms and conditions, unless accepted in writing by the entity issuing the Order (the "FME"). However, if the Order is issued pursuant to any existing or contemporaneous Purchase Order(s) between FME and the Supplier, it shall be subject to the terms and conditions of such Purchase Order(s), which shall prevail in the event of any conflict with the provisions herein.
2. **ORDERS.** Orders shall be made in writing to be legally binding. Orders made orally or by telephone, as well as all ancillary agreements or subsequent amendments, shall only be binding if, and to the extent that, they are confirmed in writing by FME. The Supplier shall confirm each Order from FME in writing. If the Supplier does not confirm the Order within 3 business days after receipt of the Order from FME, FME shall no longer be bound by such Order. Any subsequent acceptance of an Order by the Supplier shall be deemed a new offer by the Supplier, and FME reserves the right to accept or reject such offer. Deviations and additions made by the Supplier in the Order confirmation shall not bind FME. The Supplier shall promptly review the Order for recognizable errors, ambiguities, omissions, and the unsuitability of the specifications selected by FME for the intended use, and shall promptly inform FME of any necessary modifications or clarifications to the Order. Unless expressly agreed otherwise, confirmations, proposals, and cost estimates of the Supplier shall be free of charge to FME.
3. **PRICE.** All prices specified in the Order shall be expressed in the currency adopted in the country where the Order is issued, unless otherwise expressly stated in the Order. Unless otherwise specified, all freight charges shall be prepaid and borne by the Supplier, and the risk of loss and title to the goods shall pass to FME upon unloading at the destination designated by FME. Insurance, packaging, shipping, or dredging charges shall not be accepted unless expressly agreed. If FME agrees to bear transportation and packaging costs, unless otherwise expressly agreed, the Supplier shall arrange for the most economical transport, and this shall not affect the place of performance. Pickup charges shall be borne by the Supplier. Order prices shall not be increased without the prior written consent of FME, and such increase shall not apply to Orders placed prior to the date of acceptance. If the price is not stated in the Order, the Supplier agrees to invoice at the lowest agreed price. Materials shipped in excess of the quantity specified in the Order may be returned at the Supplier's expense. The Supplier shall accept return of packaging at its own expense and shall dispose of it lawfully and properly.
4. **INVOICE.** Upon delivery of the goods or at the beginning of each month in relation to services performed in the previous month, the Supplier shall promptly submit to FME accurate and complete invoices specifying at least the following information: Purchase Order Number, Item Number, Description of Goods or Services, Quantities, Unit Prices, Extended Totals, and Applicable Taxes. Payment terms shall be net 60 (sixty) days from the date of receipt of the Purchase Order, as regulated by local laws or as expressly agreed in writing by the parties. The Supplier acknowledges that failure to submit invoices by the 15th day of the following month may result in delayed payment or rejection of such invoices, and the Supplier assumes all risks arising from failure to submit invoices in a timely manner. FME shall remit payments electronically. FME shall have the right to set off any amounts owed by the Supplier against any amounts payable to the Supplier, provided such amounts are described in writing. Invoices that do not comply with these requirements shall not be processed by FME, and FME shall not be deemed in default of payment in such case.

5. **DEFAULT.** FME may, by written notice of default to the Supplier, terminate the whole or any part of the Order if the Supplier fails to perform, or fails to make progress so as to endanger performance of the Order in accordance with its terms, and does not cure such failure within a period of 5 (five) business days (or such longer period as FME may authorize in writing or as required by applicable law) after receipt of notice from FME specifying such failure; and (b) procure, on terms it considers appropriate, goods and services similar to those terminated. The Supplier shall continue performance of the Order to the extent not terminated and shall be liable to FME for any additional costs for such similar goods and services. Alternatively, and in lieu of termination for default, FME may, at its sole discretion, elect to extend the delivery schedule and/or waive other deficiencies in the Supplier's performance, in which case an equitable reduction in the Order price shall be negotiated. If the Supplier foresees any difficulty in complying with the required delivery date or any other requirement of the Order, the Supplier shall notify FME in writing within 2 (two) business days. If the Supplier fails to meet FME's delivery or performance schedule, FME may require delivery or performance by a faster method, and the resulting transportation or execution costs shall be fully prepaid and borne by the Supplier. The rights and remedies of FME in this section shall not be exclusive and are in addition to any other rights and remedies provided by law (including injunctive relief) or herein.

6. **DELIVERY AND PERFORMANCE.** The delivery or performance dates specified in the Order are binding. Delivery or performance periods commence on the date specified in the Order. The Supplier's reservation regarding timely self-supply is excluded. Receipt of the delivered items or completion of services at the location specified by FME shall determine compliance with deadlines. The Supplier shall notify FME within one business day of any event that may delay or threaten timely performance of the Order. In the event of delay, FME shall be entitled to the remedies provided herein or by law without limitation. Unconditional acceptance of delivered items or services shall not be deemed a waiver of such rights. In case of delay, FME shall also be entitled to claim a penalty of 0.5% of the net Order price for each full week of delay, limited to 10% of the net Order price. FME shall be entitled to such penalty in addition to its right to demand performance or any other rights provided herein. If FME accepts delayed delivery or performance, it shall retain the right to the penalty even without reservation at the time of acceptance, provided such reservation is declared no later than final payment. Additional claims for damages beyond the penalty shall remain unaffected; however, the penalty shall be offset against such claims. In addition to other rights or remedies, all or part of the Order may, at FME's discretion, be subject to cancellation, rejection, and re-delivery without liability to FME if delivery or performance is not made as or when specified, or within a reasonable time if not specified. The Supplier shall mark, package, and ship its products in accordance with applicable national and international regulations. Accompanying documents shall indicate hazard classification and any other required information under applicable transport regulations. Subcontracting by the Supplier requires prior written consent from FME. In all cases, the Supplier shall remain responsible for the acts and omissions of its subcontractors and shall indemnify FME from any obligations arising therefrom.

7. **FORCE MAJEURE.** If the Supplier fails to perform or FME fails to take delivery of any obligations under this Order (or part thereof) when due, as a result of causes beyond the control of the affected party, including but not limited to acts of God, war, terrorism, vandalism, sabotage, accident, fire, flood, severe weather conditions, civil unrest, pandemic, strikes, utility interruptions, governmental actions, or similar or dissimilar causes, such party shall not be liable to the other. "Force Majeure" does not include delays caused by regulatory authorities, including but not limited to those related to quality, safety, manufacturing standards, or product performance, such as recalls, alerts, import holds, or sales restrictions.

8. **WARRANTIES.** The Supplier represents and warrants that all goods supplied: (a) shall be free from any liens, security interests, encumbrances or any claim of any nature by any third party, and that the Supplier shall convey to FME clear title to the goods; (b) shall be merchantable; (c) shall be free from all defects in design, workmanship and materials, and shall be fit for the specific purposes for which they were acquired; and (d) shall conform to the specifications, samples,

drawings, designs or other requirements (including performance specifications) approved or adopted by FME. In addition, the Supplier represents and warrants that: (1) the Supplier shall perform the services using personnel with the required skills, experience and qualifications, in a professional manner and in accordance with generally recognized industry standards for similar services, and shall allocate adequate resources to fulfill its obligations under the Order; (2) the prices of the goods or services sold to FME under the Order are not less favorable than those currently granted to any other customer for the same or similar goods and/or services in equal or smaller quantities; and (3) the Supplier undertakes not to act in any manner or take any measure that would cause FME to be in violation of any applicable anti-bribery legislation (including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which prohibit the offering, giving or promising to offer or give, or the receiving, directly or indirectly, of money or anything of value to third parties for the purpose of assisting them, the Supplier or FME in retaining or obtaining business or acquiring goods or services. Inspection, testing, acceptance or use of the goods by FME shall not affect the Supplier's obligations under these warranties. If FME notifies the Supplier of any non-conformity of the goods or services under the terms of this Section, the Supplier shall, at its own expense, promptly: (i) replace or repair the defective or non-conforming goods and pay all related expenses, including, but not limited to, transportation costs for the return of the defective or non-conforming goods to the Supplier and the delivery to FME of the repaired or replacement goods, and, where applicable, (ii) repair or re-perform the respective services. If the Supplier fails to re-perform the necessary services, or to correct or replace the defective goods within 10 (ten) calendar days from the date on which FME notifies the Supplier of the defect(s), FME may, upon 10 (ten) calendar days' prior written notice to the Supplier: (A) make such corrections or replace such goods and charge the Supplier for all costs incurred by FME; or (B) revoke its acceptance of the goods or services, in which case the Supplier shall be required to reimburse the purchase price and take all necessary measures, at its own expense, for the return of the goods to itself. All warranties of the Supplier set forth herein, including those implied by law, shall survive any inspection, delivery, acceptance or payment by FME. Any attempt by the Supplier to limit, disclaim or restrict these warranties or any remedies of FME, whether by acknowledgment or otherwise, upon acceptance or performance of the Order, shall be null and void unless expressly agreed in writing by FME.

9. **INDEMNIFICATION.** The Supplier shall indemnify and hold harmless FME and its affiliates, as well as their respective officers and/or directors and employees, and, at FME's request, shall defend each of them from and against any and all claims, demands, actions, or proceedings of any kind, whether based on negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other legal theory, and any damages, including consequential damages, liquidated damages, incidental damages or damages of any kind, arising out of or in any way related to the goods and/or services, their design, development, manufacture, construction, completion, or delivery or failure to deliver any goods and/or services by the Supplier, any breach by the Supplier of any of its obligations under the Order or hereunder, or any other act, omission, or negligence of the Supplier or any of its employees, personnel, agents, subcontractors, or suppliers. Upon request, the Supplier hereby agrees to pay or reimburse FME or any other indemnified party for all costs and expenses, including attorneys' fees, incurred by FME or such party in connection with any claim, demand, action, proceeding, loss, or damage. In addition, with respect to infringement claims, the Supplier shall, at its own expense and at FME's discretion, obtain for FME the right to continue using the allegedly non-conforming item, replace it with a conforming equivalent, or remove it and reimburse the purchase price and the costs of transportation and installation thereof.

10. **LIMITATION OF LIABILITY.** ME's liability arising out of or related to the Order shall be limited to the amount paid by FME for the goods and/or services, to the fullest extent permitted by applicable law. Under no circumstances shall FME be liable under the Order for any indirect, incidental, or consequential damages, or for any liquidated damages, including, without limitation, damages for loss of revenue, loss of future business opportunities for the Supplier, or economic loss, even if FME has been advised of the possibility of such damages.

11. **ABC CLAUSE.**

FRESENIUS MEDICAL CARE upholds the values of integrity and lawful conduct in all jurisdictions in which FRESENIUS MEDICAL CARE conducts business, especially with regard to anti-bribery, anti-corruption, anti-money laundering, human rights, social standards, and environmental protection. FRESENIUS MEDICAL CARE upholds these values in its own operations, as well as in its relationships with business partners. FRESENIUS MEDICAL CARE's continued success and reputation depend on a common commitment to act accordingly. Together with FRESENIUS MEDICAL CARE, the Supplier commits to uphold these fundamental values by adhering to applicable laws and regulations.

The Supplier agrees that it will not undertake any activities which will result in a violation of any applicable laws, regulations, and applicable industry and professional codes, including, but not limited to, applicable local and extraterritorial anti-bribery and anti-corruption laws such as the U.S. Foreign Corrupt Practices Act (collectively, "PROHIBITED CONDUCT"), in connection with the provision of professional services by the Supplier to FRESENIUS MEDICAL CARE for or on FRESENIUS MEDICAL CARE's behalf.

In particular, the Supplier agrees: (i) not to make any offer, payment, or promise to pay money or anything of value to a GOVERNMENT OFFICIAL or any other individual and/or legal entity, whether directly or indirectly, for the purpose of improperly influencing any act and/or decision, and/or for securing any improper advantage; (ii) not to accept, receive, or agree to accept and/or receive any payment and/or anything of value from any individual and/or legal entity for undue favorable treatment in obtaining, retaining, and/or directing business, and/or to obtain any undue special concession on behalf of the Supplier and/or FRESENIUS MEDICAL CARE; (iii) not to facilitate any improper payments to any GOVERNMENT OFFICIAL to expedite a routine governmental action and/or other official act.

The term "GOVERNMENT OFFICIAL" shall be read broadly and includes: (i) individuals acting on behalf of governments at the national, regional, and local levels (such as elected officials, customs officials, tax officials, etc.); (ii) individuals acting on behalf of government-owned or government-controlled enterprises (such as doctors and staff of public hospitals and universities, etc.); (iii) individuals acting for political parties or as, or on behalf of, candidates for public office; and (iv) individuals acting on behalf of public international organizations (such as the World Bank or the OECD, etc.

The Supplier agrees that if it becomes aware or has reason to suspect that any person or legal entity acting on the Supplier's and/or FRESENIUS MEDICAL CARE's behalf has engaged, directly or indirectly, in any activities which will result in a violation of any applicable laws, such as local and extraterritorial anti-bribery and anti-corruption laws, regulations, and applicable industry and professional codes related to the Purchase Order, then, subject to the internal policies of the Supplier, the Supplier will immediately report such knowledge or suspicion via the following email address: complianceactionline1@freseniusmedicalcare.com.

The Supplier shall comply with the Fresenius Medical Care Global Code of Conduct for Business Partners (published on: <https://www.freseniusmedicalcare.com/en/global-code-of-conduct-for-business-partners>) ("FME CoC BP"), and shall establish adequate processes to ensure that all of its suppliers and subcontractors comply with the FME CoC BP or comparable standards.

Further, if required by FRESENIUS MEDICAL CARE, the Supplier will complete a certification form in relation to the content of this ABC Clause on an annual basis and will use best endeavors to ensure that its representatives, management, personnel and subcontractors (if the Third Party uses subcontractors in order to fulfil a part of its engagement with FME) participate and complete the compliance trainings provided by FRESENIUS MEDICAL CARE periodically.

- a. The Supplier agrees to provide reasonable cooperation in any audit that may be conducted by or on behalf of FRESENIUS MEDICAL CARE related to business in connection with the Purchase Order. Upon notice of an intended audit, the Supplier will, within a reasonable time, grant to FRESENIUS MEDICAL CARE, or to a third party engaged by FRESENIUS MEDICAL CARE: (a) access to relevant persons; and (b) access to relevant documents, books and records, and data (including, but not limited to, invoices, requests for expense reimbursement, supporting receipts and

substantiation, and original entry records for charges and payments).

- b. During the term of this Purchase Order and not more than once per year (unless circumstances warrant additional audits as described below), FRESENIUS MEDICAL CARE may audit the Supplier's policies, procedures, books, and records that relate to the Supplier's performance under this Purchase Order to ensure compliance with this Purchase Order upon at least 10 business days' prior notice. Notwithstanding the foregoing, the Parties agree that FRESENIUS MEDICAL CARE may conduct an audit at any time in the event of: (i) audits required by FRESENIUS MEDICAL CARE's governmental or regulatory authorities; (ii) actual or threatened investigations and/or allegations or claims of misappropriation, fraud, or business irregularities of a potentially criminal nature; or (iii) FRESENIUS MEDICAL CARE reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to FRESENIUS MEDICAL CARE's business and/or reputation.

The Supplier hereby represents, warrants, and covenants to FME that, as of the date hereof, the operations of the Supplier and their subsidiaries are, have been, and will be conducted at all times in compliance, in all material respects, with the applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder, and any related or similar rules, regulations, or guidelines issued, administered, or enforced by any governmental agency (collectively, the "Money Laundering Laws"), and that no action, suit, or proceeding by or before any court, governmental agency, authority, or body, or any arbitrator, involving the Supplier or any of their subsidiaries with respect to the Money Laundering Laws is pending or, to the best of the Supplier's knowledge, threatened.

Notwithstanding anything else in this Purchase Order or any other right FRESENIUS MEDICAL CARE may have, a breach of any of the provisions included in this ABC Clause by the Supplier shall give FRESENIUS MEDICAL CARE the right to immediately terminate this Purchase Order for cause.

12. **CONFIDENTIAL INFORMATION.** Notwithstanding any document marking or verbal understanding to the contrary, any knowledge or information that the Supplier has disclosed or may subsequently disclose to FME, and that in any way relates to the goods or services covered by the Purchase Order, shall not be considered confidential or protected information and shall be acquired by FME free of any restrictions, unless otherwise specifically agreed in writing by FME. The Supplier shall not transmit to FME any sensitive personal information, including, but not limited to, identifiable health information, financial information, social security numbers, biometric data, or other personally identifiable or identifiable information of similar sensitivity. The Supplier shall keep confidential any commercial, technical, process, financial, customer, employee, or other information derived from drawings, specifications, and other data and materials provided by FME relating to the Purchase Order and shall not disclose, export, or use, directly or indirectly, such information for the benefit of any other party or for any purpose other than the performance of the Purchase Order without obtaining the prior express written consent of FME. Except as required for the proper performance of the Purchase Order, the Supplier shall not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior express written consent of FME. If any reproduction is made with prior consent, the appropriate notice shall be provided. Upon completion or termination of the Purchase Order, the Supplier shall promptly return to FME all materials containing such data and information and any copies thereof, except for one record copy. The Supplier represents that no acknowledgment or other information relating to the Purchase Order and the goods or services provided shall be made public by the Supplier without the prior express written consent of FME.

13. **PROPERTY RIGHTS.** FME shall retain all ownership, intellectual property, industrial property, and know-how rights over any specifications, drawings, procedures, process sheets, data transmitters, films, and similar items made available to the Supplier. The latter shall ensure that such items are always identified as the property of FME and are returned to FME immediately upon

request. The Supplier warrants that no third-party rights, in particular copyrights and industrial property rights, shall be infringed by its delivery or performance. In the event that FME becomes subject to third-party claims due to (alleged) infringement, the Supplier shall, upon request, immediately indemnify FME against such claims. The Supplier's indemnification obligation shall cover all expenses incurred by FME arising out of or related to such third-party claims.

14. **WORK ON FME PREMISES.** If the Supplier's work under the Purchase Order requires the Supplier to be on FME's premises or under FME's direction, the Supplier shall take all necessary precautions to prevent any injury to persons or damage to property, including complying with any applicable laws, regulations, rules, procedures, or any other requirements of FME, as well as the applicable laws and regulations related to such matters (such as health and safety regulations).

15. **INSURANCE.** Upon FME's request, the Supplier shall provide FME with a certificate of insurance issued by its insurer(s), certifying, among other things, that the required insurance coverage is in effect, with a waiver of subrogation, naming FME as an additional insured, and containing a provision stating that such coverage shall not be canceled or materially modified within up to 30 (thirty) days after prior written notice has been given to FME.

16. **SOFTWARE PURCHASES.** With respect to the purchase or license of software goods and/or services by FME, the access to and use of the software by FME, its affiliates, and its authorized users (collectively, "Users"), these terms and conditions, and any other terms accepted in writing by FME shall prevail over any additional terms imposed by any website accessed by any User by virtue of the Purchase Order, even if the User clicks on an icon indicating "I Agree" or otherwise indicates consent to such additional terms and conditions, it being understood and agreed that the Purchase Order shall not be expanded except by written agreement signed by each of the contracting parties. In addition, the Supplier agrees that its end-user agreements shall not apply to such Users.

17. **ASSIGNMENT.** Without the prior express written consent of FME, the Supplier shall not assign or purport to assign, sublicense, or subcontract, whether orally, in writing, or by operation of law, in whole or in part, to any person, company, entity, or governmental body, its rights, interests, or obligations under the Purchase Order. Any purported assignment in violation of the terms of this provision shall be null and void.

18. **GOVERNING LAW.** The Purchase Order, these terms and conditions, as well as all transactions related thereto, shall be interpreted and governed by the laws of the country in which the Purchase Order is issued and shall be subject to the exclusive jurisdiction of the courts of such country.

19. **ENTIRE AGREEMENT.** In the absence of a written contract duly executed by both parties and applicable to the transaction in question, the parties agree that the Purchase Order, together with the documents expressly incorporated therein by reference, constitutes the final understanding between them with respect to the terms contained therein and also the complete and exclusive statement of the terms of their agreement. No prior negotiations between the parties and no trade practices shall be relevant in determining the meaning of this agreement, even if the accepting or assenting party has knowledge of the nature of its performance and the opportunity to object to it.