



PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply to and govern the supply of all goods and/or services to Fresenius Medical Care and/or its affiliates in the country (**Buyer**) by its suppliers, vendors and service providers (**Vendor**).

1. **ACCEPTANCE.** This Purchase Order (the **Order**) becomes a binding contract for the purchase of goods and/or services that are described on the face of the Order, subject to the terms and conditions hereof, when accepted by acknowledgement or commencement of performance by Vendor. No modification or waiver shall be deemed effected by Vendor's quotation, proposal, acknowledgement, confirmation or other document containing other or different terms unless accepted in writing by Buyer. Vendor shall not make any changes to this Order after its acceptance thereof. Notwithstanding, if this Order is given pursuant to any existing or contemporaneous contract between Buyer and Vendor, it is subject to the terms of such contract and such terms shall prevail to the extent of any conflict with the provisions hereof. To the extent there is any conflict or inconsistency between these terms and those written on the face of this Order, the latter shall prevail.
2. **PRICE.** Unless otherwise stated, all freight charges shall be prepaid and risk of loss and title to the goods will pass to Buyer upon unloading at Buyer's destination (unless payment for the goods has been made prior to delivery, in which case title shall pass upon such payment being made). Passing of title shall not affect Buyer's right to reject the goods under these terms. No charge for insurance on shipments, or for packaging, packing, handling, storage, transportation or taxes or duties will be accepted unless there is an express agreement as to such charges. The prices herein shall not be increased without Buyer's prior written consent and such increased prices shall not apply to any Orders placed prior to the date of such consent. If price is not stated on an Order, Vendor agrees to invoice at lowest agreed upon price. Goods shipped in excess of quantity specified in this Order may be returned at Vendor's expense.
3. **INVOICE.** After the delivery of goods or at the beginning of each month for the prior month's performance of services, Vendor shall promptly render to Buyer correct and complete invoices that specify 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 is that agreed upon between the parties in writing. In the case of a good faith dispute as to the amount due, Buyer may withhold payment of such amount in dispute for a longer period. Vendor acknowledges that its failure to render invoices at the agreed time/s may result in delayed payment or rejection of such invoices and Vendor assumes all risks from its failure to timely submit invoices. Buyer will remit payments electronically to the account nominated by the Vendor. Buyer shall have the right to set off amounts due to Buyer from Vendor against any amounts due to Vendor. Vendor shall not be allowed to assign payment claims against Buyer to a third party without Buyer's written consent. Any dispute relating to invoicing shall not entitle Vendor to suspend or withhold delivery of goods or performance of services.

4. **DEFAULT.** Time is of the essence of this Order. Buyer may by written notice of default to Vendor (a) terminate all or any part of this Order if Vendor fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of five (5) business days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure; and (b) procure, on such terms as it will deem appropriate, alternative goods and services similar to those so terminated. Vendor will continue performance of this Order to the extent not terminated and will be liable to Buyer for any excess costs for such alternative goods and services. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Vendor's performance, in which case an equitable reduction in the Order price will be negotiated. If Vendor for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Vendor will notify Buyer in writing within two (2) business days. If Vendor does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest way available and charges resulting from the premium transportation must be fully prepaid and borne by Vendor. The rights and remedies of Buyer provided in this Section 4 are not exclusive and are in addition to any other rights and remedies under law, equity or contract.
5. **DELIVERY.** Unless otherwise provided, Vendor shall deliver the goods DDP at the location or address specified in this Order (Incoterms 2020) and perform the services by the delivery dates and performance dates specified in this Order at the location or address specified in this Order or subsequent written notice, in each case during Buyer's normal business hours. Vendor shall notify Buyer within one (1) business day of any situation which may delay or threaten to delay the timely performance of this Order. If the goods are to be delivered, or the services are to be performed by installments, this Order will be treated as a single contract and not severable. The goods shall be marked in accordance with Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition. In addition to Buyer's other rights or remedies, all or any portion of this Order are, at Buyer's option, subject to cancellation, refusal, and redelivery without liability on Buyer's part if delivery is not made as or when specified or within a reasonable time if not specified and Buyer may hold Vendor liable for all losses and damages arising therefrom, including any excess costs for procuring alternative goods or services. Unless otherwise provided, shelf life of the Goods at the date of delivery shall not be shorter than [70%] of the total expiration period of the Goods.
6. **INSPECTION.** Buyer will have a reasonable period of time after delivery or performance of the goods and/or services within which to inspect and accept the goods and/or services. The receipt of goods or services, the inspection or non-inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair or constitute a waiver of Buyer's right to reject any non-conforming goods or services or to exercise any rights or remedies at law or in equity or otherwise described in Section 8. Rejected goods or services may be returned to Vendor or otherwise disposed of at Vendor's cost and expense.
7. **FORCE MAJEURE.** Delay or failure of Vendor to make, or of Buyer to take, any deliveries (or portion thereof) when due and covered by this Order or either party to perform any of its other obligations hereunder, as a result of any event or cause beyond the reasonable control of the party so failing (**Force Majeure**), shall not

subject such party to any liability to the other resulting therefrom. **Force Majeure** does not include, and this Section shall not apply to, delays or failures due to any acts of regulatory authorities including, but not limited to, those relating to quality, safety, manufacturing standards, or performance of the goods such as products recalls, import alerts, or holds, or other sales restriction. If the Force Majeure continues for longer than one (1) week, either party may at any time thereafter cancel this Order or any portion thereof by written notice with immediate effect, in which case, Buyer's sole liability will be to pay any balance due for conforming goods or services delivered before the date of such cancellation notice.

8. **WARRANTIES.** Vendor represents and warrants that all goods and/or services (including any deliverables) provided will: (a) be free of any lien, security interest, encumbrance or any claim of any nature by any third person and that Vendor will convey clear title in the goods and/or deliverables to Buyer; (b) be of merchantable quality; (c) be free from all apparent and latent defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased; (d) conform with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer or set out in this Order; and (e) not infringe any patent, trademark, copyright or any other intellectual property right of any third party. Vendor additionally represents and warrants that: (1) Vendor shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Order; (2) the prices for the goods or services sold to Buyer under this Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities; and (3) Vendor shall not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and the Prevention of Corruption Act 1960 which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or Buyer in retaining or obtaining business or in procuring the goods or services. Buyer's inspection, test, acceptance, or use of the goods or services shall not affect Vendor's obligations under these warranties. If Buyer gives Vendor notice of non-compliance pursuant to this Section with regard to goods or services, Vendor shall, at its own cost and expense, promptly (i) replace or repair the defective or non-conforming goods and pay for all related expenses, including, but not limited to, storage or transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable services and deliverables. If Vendor fails to correct defects in or replace non-conforming goods or services within ten (10) calendar days from the date Buyer notifies Vendor of the defect or defects, Buyer may, on ten (10) calendar days prior written notice to Vendor, either (A) make such corrections or replace such goods and/or services and charge Vendor for all costs incurred by Buyer, or (B) revoke its acceptance of the goods and/or services in which event Vendor shall be obligated to refund the purchase price and make all necessary arrangements, at Vendor's cost, for the return of the goods and/or services to Vendor. All warranties of Vendor herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by Buyer. Any attempt by Vendor to limit, disclaim, or restrict these warranties or any remedies of Buyer, by acknowledgment or otherwise, in accepting or performing this Order, will be null, void, and ineffective without Buyer's written consent. This Section survives the completion or termination of this Order.

9. **RECALLS.** If Vendor carries out any recall of goods, Vendor shall bear all loss, damages, liabilities, costs and expenses suffered or incurred by Buyer arising out of or in connection with such recall, including without limitation costs of notifying customers or returning goods, lost profits and other expenses incurred to meet obligations to third parties.
10. **INDEMNIFICATION.** Vendor shall indemnify and hold Buyer and its affiliates and their respective officers, directors, employees, customers, and users of the goods and/or services harmless and, on Buyer's request, shall defend each of them from and against any or all claims (including third party claims), demands, suits, proceedings, penalties, liabilities, losses or damages of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, punitive, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Vendor, any breach by Vendor of any of its warranties or obligations hereunder, or any other act, omission, or negligence of Vendor or any of Vendor's employees, workers, servants, agents, subcontractors, or suppliers. Vendor shall, on request, pay or reimburse Buyer or any other party entitled to indemnification hereunder for all costs and expenses, including legal fees on a full indemnity basis, as incurred by Buyer or such other party in connection with any such claim, demand, suit, proceeding, penalty, liability, loss, or damage. In addition, for infringement claims of a third party's intellectual property rights, Vendor will, at its own expense and at Buyer's option, either procure for Buyer the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof. This Section survives the completion or termination of this Order.
11. **LIMITATION OF LIABILITY.** BUYER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY BUYER FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, BUYER SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES
12. **SHARED VALUES.** Buyer upholds the values of integrity and lawful conduct in all jurisdictions Buyer conducts business, especially with regard to anti-bribery, anti-corruption, anti-money laundering, human rights, social standards and environmental protection. Buyer upholds these values in its own operations, as well as in its relationships with business partners. Buyer's continued success and reputation depends on a common commitment to act accordingly. Together with Buyer, the Vendor commits to uphold these fundamental values by adherence to applicable laws and regulations. The Vendor 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. In addition to the forgoing commitment the Vendor confirms that it will inform Buyer immediately of any circumstances of which it becomes aware or should

reasonably be aware which could amount to a conflict of interest between the VENDOR and Buyer and/or their respective employees by virtue of its actions or those of its employees.

13. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Vendor warrants that (a) the goods and/or the services are sold, supplied and provided in compliance with all applicable laws, orders, rules, and regulations and all applicable industry standards, codes and practices; and (b) it shall at its own cost, obtain and maintain all necessary permits, licenses or other approvals and give all notices legally required for it to carry on its business and to perform its obligations as contemplated under this Order. This Section survives the completion or termination of this Order.
14. **CONFIDENTIAL INFORMATION AND DATA PRIVACY.** Vendor shall keep confidential the contents of this Order and all information disclosed by or on behalf of Buyer or otherwise learned or obtained by Vendor in connection with this Order or the performance thereof. Vendor shall not use any such information other than for the purpose of performing its obligations under this Order and shall not disclose any of such information to any third party except to the extent required by law or order of court and even then only after prior written notice to Buyer. Vendor shall also comply with the provisions of the applicable data privacy laws and subsidiary legislations related thereto and shall take appropriate technical, physical and organizational security measures to protect personal information and sensitive personal information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. This Section survives the completion or termination of this Order.
15. **PUBLICITY.** Vendor shall not use Buyer's name or logo in any advertising, articles, press release, social media, publicity or promotional materials, or disclose the fact that Vendor is supplying goods or services to Buyer, without Buyer's prior written consent, which Buyer may withhold at its sole discretion. This Section survives the completion or termination of this Order.
16. **WORK ON BUYER'S PREMISES.** If Vendor's work under this Order requires Vendor to be on Buyer's premises or at Buyer's direction, Vendor will take all necessary precautions to prevent any injury to persons or damage to property and will fully comply with any and all rules, procedures, or other directions or requirements of Buyer, including those relating to any environment, health and safety. In particular, Vendor shall not dispose or permit the release of any materials, substances or chemicals or any waste generated or resulting from the use thereof on Buyer's premises.
17. **INSURANCE.** The Vendor shall be liable for product defects. If Buyer is held liable by a third party for product liabilities, Vendor shall indemnify and keep Buyer harmless against any such related damages or liabilities. Vendor will maintain Comprehensive General Liability, Public Liability, Professional Indemnity, Work Injury Compensation and Employers' Liability insurance with limits as reasonably required by Buyer or in accordance with applicable laws, regulations and requirements. Nothing in this Section shall in any way limit or waive Vendor's obligations or liabilities under this Order.
18. **AUDIT.** To verify Vendor's compliance under this Order, Buyer and its representatives shall have the right upon reasonable notice, to (a) inspect all facilities, resources and procedures employed by Vendor in manufacturing or providing the goods and/or

services; and (b) examine all books and records relating to the goods and/or services. Vendor shall provide Buyer or its third-party designee conducting the audit or inspection with reasonable assistance, including without limitation access to premises, appropriate personnel and work space. Vendor acknowledges that Buyer's rights of audit/inspection hereunder, or decision not to conduct any audit or inspection, shall in no way release Vendor from any of its obligations under this Order.

19. **SOFTWARE PURCHASES.** With regard to Buyer's purchase or license of software goods and/or services, Buyer's, its affiliates', and its and their authorized users' (collectively, **Users**) access and use of the software, these terms and any other terms accepted in writing by Buyer, shall control over any additional purported terms imposed by any website to which any User is granted access in connection with this Order, notwithstanding "clicking" on an "I Agree" icon or other indication of assent to such additional terms, it being understood and agreed that this Order shall not be enlarged except by a written agreement that is executed by each of the parties hereto. Additionally, Vendor agrees that its end user agreements shall not apply to such Users.
20. **CONFLICT MATERIALS.** If applicable, Vendor shall disclose the presence of conflict minerals in the delivered goods, or any component or material incorporated in the goods, in accordance with the Dodd-Frank Act Section 1502. Performance of this disclosure shall include submission of a completed EICC-GeSI questionnaire annually to Buyer no later than 31 January in each calendar year for all goods delivered in the prior calendar year that contain conflict minerals; and due diligence effort in a reasonable country of origin inquiry (**RCOI**), conducted per OECD guidance, for the same goods. Accurate and complete documentation of the due diligence shall be maintained and made available to Buyer or a 3rd party auditor acting on Buyer's behalf, on request.
21. **TRADE COMPLIANCE.** (a) FRESENIUS MEDICAL CARE is committed to conducting its business with honesty and integrity, and in compliance with all applicable laws and regulations that govern the trade, import, export or transfer of goods, technology, services and funds (**Trade Laws**) including, but not limited to, applicable sanctions laws and regulations restricting or prohibiting transactions and/or dealings with designated individuals, groups, entities, governments, countries or territories. (b) Any representations, warranties or actions in this Section shall be made or requested only insofar as they do not violate and do not expose either party or any of its directors, officers or employees to liability under any applicable laws and regulations, including but not limited to blocking statutes and/or anti-boycott laws and regulations. (c) Vendor shall comply with all applicable Trade Laws in transactions with Buyer. Vendor shall refrain from any action that would cause Buyer to violate applicable Trade Laws. Vendor confirms that it is not targeted by any applicable sanctions, and, to the best of its knowledge, is not represented by or acting on behalf of an individual or legal entity targeted by applicable sanctions. Vendor also confirms, to the best of its knowledge, that it is not owned by 50% or more or controlled (directly or indirectly) by an individual or legal entity targeted by applicable sanctions. (d) In case the performance of contractual obligations is or becomes prohibited by applicable Trade Laws or prevented by the effects of Trade Laws, Buyer is entitled to immediately suspend the performance of contractual obligations without incurring any damages or penalties. In case required licenses and authorizations for the performance of this Order cannot be obtained in reasonable time, Buyer is entitled to terminate this Order without incurring any damages or penalties. (e) Vendor shall inform Buyer immediately without delay in case a delivery item becomes subject to export constraints at its origin under applicable Trade Laws (e.g., an export license is required). Vendor shall provide in

writing without delay upon Buyer's request any information and documentation about the goods required by Buyer to comply with all applicable Trade Laws, such as customs tariff code, origin and/or export control classification number (or equivalent classification), where applicable. Insofar as the goods are eligible for preferential rates of duty under applicable preferential trade agreements, Buyer may request from Vendor preferential origin documentation such as preferential certificates of origin for the goods in accordance with the requirements under applicable preferential trade agreements. Vendor shall inform Buyer in writing without delay about any changes affecting the preferential origin documentation.

22. **TERMINATION.** Buyer may terminate all or any part of this Order with immediate effect by written notice to Vendor: (a) at any time prior to the delivery of the whole or part of the goods and/or services to be delivered or performed, in which case Buyer's sole liability shall be to pay Vendor such part of the price for the goods and/or services duly accepted and/or performed up to the date of termination; (b) if Vendor is in breach of any warranty under Section 8 or a claim is made against Buyer as described in Section 10; (c) if Vendor becomes insolvent or is subject to any proceeding under any law relating to insolvency or relief of debtors; or (d) if the compliance due diligence conducted by Buyer reveals any reasonable concerns regarding the business relationship of the Vendor. Upon termination of this Order, Vendor must immediately deliver all completed goods and deliverables to Buyer and refund to Buyer any amounts paid in advance on a pro-rated basis for goods or services not provided as at the date of termination. Completion or termination of this Order shall not affect any provision of these terms which is expressly stated or by its nature is intended to survive such completion or termination, or any rights, obligations or liabilities accrued as at the date of completion or termination.
23. **ASSIGNMENT/SUBCONTRACTING.** Vendor shall not assign, sub-contract, transfer or dispose of, in whole or in part, its rights, interests or obligations under this Order to any third party without the prior written consent of Buyer. Any purported assignment in violation of this provision shall be null and void.
24. **GOVERNING LAW.** This Order, these terms, and all related transactions, will be interpreted under and governed by the laws of the country where Buyer sits without regard to its conflict of law principles.
25. **ENTIRE AGREEMENT.** Provided that there is no written contract, duly executed by both parties, applying to the transaction in question, this Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
26. **AMENDMENTS.** Any amendment or modification to this Order must be in writing and signed by a duly authorized representative of both parties.
27. **RELATIONSHIP.** The relationship of the parties is that of independent contractors. Nothing herein shall be deemed to create a relationship of partnership, principal and agent or employee and employer between Vendor and Buyer. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name

of, the other party or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right.

28. **CUMULATIVE REMEDIES.** The rights and remedies of Buyer provided under these terms are cumulative and not exclusive and are in addition to any other rights and remedies provided at law or in equity.
29. **WAIVER.** No delay or failure by Buyer to exercise any of its powers, rights or remedies under this Order will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.
30. **SEVERABILITY.** If any provision of this Order (or part of any provision) is prohibited by law or adjudged to be invalid, unlawful, void or unenforceable, such provision shall to the extent required be severed from this Order and shall in no way affect or impair the validity, legality or enforceability of the remaining provisions of this Order.
31. **THIRD PARTY RIGHTS.** A person who is not a party to this Order shall have no right under applicable laws to enforce or to enjoy the benefit of any of its terms.