

PERMOBIL'S GENERAL TERMS & CONDITIONS FOR SUPPLIERS

1	<u>No Minimum Purchases or Exclusivity</u>	3	<u>Delivery of Products</u>
1.1	Permobil shall not be obligated to purchase any minimum or specific quantity, amount or volume of Products from Supplier unless Permobil has issued a Purchase Order for such Products.	3.1	For each delivery under an Agreement, Supplier shall comply with the delivery lead time agreed upon by the Parties and deliver the Products to the delivery location and date set out in the corresponding Purchase Order. Supplier shall, at its expense, use expedited delivery methods if necessary, to meet Supplier's obligations under this Agreement.
1.2	Any Supply Agreement or Purchase Order that incorporates these General Terms & Conditions for Suppliers shall herein be referred to as the " Agreement ". Nothing in any Agreement shall be construed or operate as creating any exclusive arrangement or exclusive right of the Supplier and Permobil shall not be restricted from manufacturing or acquiring goods or services that are similar or equal to the Products from one or several third parties.	3.2	Unless otherwise indicated by Permobil in an individual Purchase Order, all deliveries of Products shall be made in accordance with the delivery term agreed upon by the Parties.
2	<u>Specifications</u>	3.3	In case of a delay, the Supplier shall pay liquidated damages to Permobil corresponding to two (2) percent of the purchase price of the delayed products for each commenced week of continued delay. The liquidated damages for a delay shall not exceed ten (10) percent of the purchase price of the corresponding Purchase Order.
2.1	Supplier shall manufacture the Products in strict accordance with any specifications provided to Supplier by Permobil or its affiliates, including drawings, designs, instructions, technical or performance requirements or other technical or commercial information relating to the design, development, manufacture, packaging and labelling, delivery, logistics, installation, assembly, testing or use of one or more Products (the " Specifications ").	3.4	Any delay exceeding three (3) weeks shall constitute a material delay entitling Permobil to terminate the corresponding Purchase Order or part thereof, whereupon the Supplier shall indemnify and hold Permobil harmless for consequential damages due to the delay.
2.2	Supplier undertakes to manufacture the Products in strict accordance with the Specifications (whether owned or provided by Permobil or the Supplier) and to not make or accept any change to the design (firmware, hardware or software) of the Products that may alter the Specifications, characteristics or the form, fit, function or interchangeability of parts without first informing and obtaining written approval from Permobil.	4	<u>Intellectual Property Rights</u>
2.3	Supplier shall not make, or (if applicable) permit any of its Sub-tier Suppliers to make, any changes to the manufacturing process of the Products or source of raw material purchase (including transfer of any portion of the design, manufacturing, material or assembly process to a different facility or sub-contractor), without first obtaining written approval from Permobil.	4.1	Intellectual property rights include any and all rights throughout the world in and to inventions (whether patentable or not), copyrights (including copyrights in software), trademarks, design rights, neighbouring rights, database rights, trade secrets, know-how and any other right of similar kind as any of the foregoing, whether registered or not, including the right to apply for registration of such right in any part of the world (" IPR ").
2.4	Supplier may not appoint any sub-contractor to perform its obligations under the Agreement in whole or in part without the prior written approval of Permobil.	4.2	Permobil hereby grants Supplier a non-exclusive, revocable, royalty-free, limited and non-assignable license to use Permobil's IPR for the sole purpose of manufacturing and supplying the Products to Permobil during the term of the Agreement. Supplier shall not use Permobil's IPR for any other purpose unless instructed to do so in writing by Permobil. Supplier's license may be revoked by Permobil at any time for any reason. If not revoked sooner, this license shall expire upon expiration or termination of this Agreement. This license shall not be assigned, transferred, or sub-licensed in any way without Permobil's prior written consent and shall not succeed to or vest in any successor or assign of the Supplier or any of its sub-licensees permitted by Permobil.
2.5	Permobil reserves the right to amend any Specification from time to time by written notice to Supplier. Within ten (10) days following receipt of such notice from Permobil, Supplier shall inform Permobil whether requested Specification changes will affect any terms agreed upon by the Parties in any Agreement, including its Appendices. Any revision to the Specifications with respect to a product must be approved by both Parties in writing and becomes effective in connection with Permobil's first Purchase Order making reference to the revised Specifications (unless otherwise agreed in writing).	5	<u>Force Majeure</u>
		5.1	Performance by either Party of its obligations under the Agreement shall be extended by any period of delay caused by war, revolution, civil riot, natural disaster, order of any government, court or regulatory body having jurisdiction, blockade, embargo, riot, civil disorder, or any other similar event, in each case where

such event was not reasonably foreseeable and its effects not capable of being overcome without unreasonable expense or loss of time of the Party who is obligated to render performance (“**Force Majeure**”).

- 5.2 Any Party affected by an event of Force Majeure shall immediately inform the other Party in writing of the beginning and the end of such occurrence. If an event of Force Majeure continues for a period of ninety (90) days or more, either Party may terminate the Agreement with immediate effect by giving the other Party written notice.

6 **Confidentiality**

- 6.1 For purposes of an Agreement, “**Confidential Information**” means all information (however recorded or preserved), including the existence and contents of the Agreement, Specifications, financial information, trade secrets and know-how, customer information, and other information attributable to the Parties or their Affiliates, or other information which a Party from time to time may receive or obtain as a result of entering into or performing its obligations pursuant to the Agreement but excluding (i) information which is or becomes known to the general public other than through a breach of the Agreement or another undertaking of confidentiality towards either Party; (ii) information which the receiving Party can show was in its lawful possession before receiving such information from the other Party; and (iii) information which a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof.
- 6.2 Each Party undertakes during the term of the Agreement and for ten (10) years thereafter to (i) not disclose any Confidential Information to any person other than any of its or its affiliate’s directors, employees or consultants who need to know such information in order to properly discharge their respective duties; and (ii) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in Section 9 of this Agreement as if such person were a party to this Agreement.
- 6.3 Supplier may use Permobil Confidential Information solely for the purpose of providing Products to Permobil and is expressly prohibited from using or disclosing any Confidential Information for any other purpose whatsoever.
- 6.4 Notwithstanding Section 6.2, a Party may disclose Confidential Information (i) if and to the extent required by Applicable Law or for the purpose of any judicial proceedings; (ii) if and to the extent required by any securities exchange or regulatory or governmental body to which the Party is subject or submits, wherever situated whether or not the requirement has the force of Applicable Law; (iii) to its professional advisers, provided that such advisers are bound by confidentiality towards the Party; and (iv) if and to the extent the other Party has given prior written consent to the disclosure.

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7.1

Indemnification

Supplier shall indemnify, defend and hold harmless Permobil, its affiliates, and their respective directors, officers, managers, shareholders, members, employees and agents from and against any claims, liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys’ fees (collectively “**Indemnified Liabilities**”) arising out of or relating to: (a) the Supplier’s breach of any provision of the Agreement or any negligent, grossly negligent or intentional acts, errors or omissions by the Supplier except to the extent caused by the negligence or intentional misconduct of Permobil; (b) any actual or threatened injury or damage to any person or property caused, or alleged to be caused, by Products sold by the Supplier to Permobil hereunder; or (c) any actual or alleged infringement or misappropriation of any Intellectual Property Rights of a third party, except that the Supplier shall not be liable under items (b) and (c) the extent that the Indemnified Liabilities are unavoidably caused by the Supplier’s compliance with a Specification furnished and required by Permobil.

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8.1

Costs

Each Party shall bear its own costs and expenses in connection with the preparation for and the completion of the transactions contemplated by, or otherwise incurred in the performance of such Party’s obligations or exercise of its rights under, the Agreement, including all fees and expenses of its own representatives, agents, brokers, legal and financial advisers and authorities.

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9.1

Partial Invalidity & Severability

If any provision of the Agreement, or the application of such provision, is declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Agreement in order to give effect to, to the extent possible, the spirit of the Agreement. If the Parties fail to amend the Agreement, the provision declared or deemed void, invalid or unenforceable, shall be deemed deleted and the remaining provisions of the Agreement shall continue in full force and effect.

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10.1

Cumulative Remedies

The rights and remedies available to Permobil under the Agreement are not exclusive (unless another provision of the Agreement expressly provides that a right or remedy is exclusive), and may be exercised, alternatively or cumulatively, with any other rights and remedies available to Permobil under the Agreement or otherwise.

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11.1

Audit Rights

Supplier shall keep full, true and accurate records, in accordance with generally accepted accounting practices reflecting the services performed and any expenses incurred for which the Supplier seeks reimbursement under any Supply Agreement or Purchase Order. These records, unless prohibited by applicable law, shall be made available for auditing on behalf of Permobil upon two (2) business days’ prior

written notice. The Parties shall set forth in writing the scope of the audit. If it is determined through the audit that monies are due from the Supplier to Permobil or if any irregularities are discovered, then the Supplier shall pay such amounts within thirty (30) calendar days of receipt of Permobil's demand for the same, together with the cost of such audit. If no monies are discovered due to Permobil and no irregularities are discovered, then Permobil will bear the cost of the audit. Additionally, upon Permobil's request from time to time, the Supplier shall make available to Permobil copies of such financial records and financial statements as Permobil reasonably requests to assist Permobil in understanding and measuring the Supplier's overall financial health. Permobil shall be entitled to enter the Supplier's premises or other facilities where the Products are being manufactured, stored or handled upon reasonable notice and during normal working hours, to audit and inspect that the Supplier is complying with the terms of any Supply Agreement or Purchase Order, including amongst others the quality of the design, manufacturing, testing, handling or storage of the Products. The Supplier undertakes to assist in such audit and inspection to the extent required by Permobil. The Supplier shall be responsible for all costs related to addressing process and quality issues identified in the audit findings. Failure to promptly resolve audit findings may result in Permobil taking corrective action on the Supplier's behalf. All costs of such corrective action will be the responsibility of the Supplier.