

General Terms and Conditions

1. Acceptance

Provider or Partner ("Buyer") agrees that Buyer's written acceptance of the parties underlying agreement shall also constitute Buyer's acceptance of these General Terms and Conditions.

2. Buyer obligations

Buyer will maintain a physical location and have one or more certified Assistive Technology Professionals on staff. Buyer will provide exceptional service to its Permobil end users, including (i) providing prompt responses to end user questions and complaints, (ii) completing repairs of end user products in a timely manner, (iii) offering regular maintenance services to end users, (iv) ensuring the adequate training for Buyer's technicians and other staff that interact with the products, and (v) facilitating or engaging in communication with end users as reasonably requested by Permobil.

Buyer will require its employees to present Permobil products as an option if Permobil has a product that would be suitable for a given end user.

Any Permobil demonstration units used by Buyer employees must be maintained and operable. Permobil demonstration units located at Buyer's physical location(s) shall not have any parts removed from the unit without written approval from Permobil.

3. Buyer training

Permobil will provide Buyer's employees with virtual training regarding the power wheelchair standing feature at least one (1) time per year. Buyer will ensure its employees complete training regarding standing features prior to delivering any standing power wheelchair.

Permobil will provide Buyer's employees with general competence training for TiLite products at least one (1) time per year. Buyer will ensure its employees complete training regarding TiLite products prior to delivering any such products.

4. Orders and returns

Orders can be made to Permobil at any time by using the order forms available on the Permobil website. Permobil will provide Buyer at least 30 days' advance notice of changes to its pricing or order forms. Orders shall include as applicable, without limitation, information on the identity of the ordered products (including spare parts and accessories), quantities location for delivery and weight of the end-user. Further instructions on what the orders shall include shall be agreed separately between the Parties.

Quotes for products provided by Permobil shall be valid for 120 days.

Orders may be accepted or rejected by Permobil at its discretion and without liability to Buyer. Proof of submission of an order does not constitute acceptance. No terms and conditions of any note, letter, Buyer's purchase order, invoice or other document submitted or delivered by Buyer in connection with an order, even if such order is accepted by Permobil, will amend, add to or modify these General Terms and Conditions. No failure by Permobil to object to such terms shall be deemed to be a waiver of this provision.

Permobil shall ensure that all orders and other inquiries from Buyer are handled by a qualified customer service representative. An order shall not be deemed accepted until such order has been confirmed by Permobil via email to Buyer's purchasing department and/or contact person at the ordering branch location.

Should there be a discrepancy between the total purchasing amount in an order from Buyer, and the total purchasing amount set out in the corresponding order confirmation and such discrepancy is due to error by any person other than Permobil, Permobil shall be entitled to process such orders as submitted provided that the discrepancy does not exceed ten percent (10%) of the original purchasing amount.

Buyer represents and warrants that it is not purchasing the products, spare parts or accessories for its own personal, family or household uses.

Products shall only be returned if necessary for a warranty replacement or product complaint. A 20% restocking fee will be charged for any product returned that does not qualify as a warranty replacement or product complaint.

5. Deliveries and inspections

Provided that Buyer has delivered accurate forecasts to Permobil, Permobil will strive to have the standard ordered products ready and available for delivery to Buyer within approximately ten (10) to twenty (20) business days from the confirmation to Buyer of an accepted order depending on customization requirements. For custom products Permobil will provide

Buyer a delivery estimate. All deliveries will be subject to Permobil standard shipping rates available upon request. If Permobil's acts or omissions result in Permobil's inability to meet delivery estimates and Buyer requires a more expeditious method of transportation of the goods than the transportation methods originally specified by Permobil, Permobil shall then ship the goods as expeditiously as possible at Permobil's sole expense. This constitutes Permobil's sole liability for any delays.

Risk of loss or damage to the products covered by these General Terms and Conditions shall pass from Permobil to Buyer at the time when Permobil delivers the products to the delivery carrier. Permobil shall arrange for all transportation relating to the products to Buyer's authorized branches within the United States as instructed by Buyer in each individual order. Buyer is entitled to extend the list of branches to which products can be delivered, provided that such branch is located on the United States mainland. Any additional cost of deliveries outside of the United States mainland shall be paid in full by Buyer. Permobil shall mark each product in a manner sufficient in order for Buyer to identify the goods purchased and delivered.

Buyer shall within ten (10) business days after receipt of a product, inspect such product in order to ensure that the product conforms to the individual order made by Buyer and the relevant product specification. Buyer may reject any product that fails to conform to such order or specification if Buyer provides written notice thereof to Permobil within five (5) business days after the inspection. Permobil shall have no liability for visual defects or orders that fail to conform to specification not reported within this time. The rejected products shall promptly be replaced or repaired by Permobil at Permobil's sole cost and expense and to the extent necessary to bring the product into conformance with the individual order and product specification. Once repaired or corrected, the products shall be resubmitted for inspection in accordance with the procedures set forth above. This constitutes Permobil's sole liability for any products that fail to conform. Any other return is subject to return authorization by Permobil and a restocking fee.

6. Warranty and product liability

Permobil will be responsible for the products, spare parts and accessories solely in accordance with the provisions of the Permobil Limited Warranty as made available on Permobil's webpage as may be amended or replaced from time to time without notice to Buyer. The Permobil Limited Warranty shall be attached to each product upon delivery, together with a user manual and other information that Permobil from time to time deems necessary to provide to end-users (the "Information Package"). Buyer undertakes to ensure that each end-user receives the Information Package in connection with the delivery of the product. Permobil will upon request immediately provide Buyer with a new Information Package should such be missing upon delivery of the product to Buyer. Buyer shall pass along any document provided by Permobil to all applicable end-users. Buyer is responsible for the final fitting of the product for the end-user and to instruct on safety and operation of the product. Permobil's personnel shall upon request from Buyer assist in such final fitting.

Buyer shall make available to Permobil such information about warranty performance and customer satisfaction as may be useful to Permobil in improving its products and processes. If Buyer gives its customers any warranties regarding the products or related spare parts or accessories beyond the Permobil Limited Warranty, such warranties shall be the sole responsibility of Buyer. Permobil shall have no obligations whatsoever towards Buyer or its customers for any breach of such warranty and Buyer shall hold Permobil harmless from any such claim. For avoidance of doubt and notwithstanding anything to the contrary contained herein or therein, the Permobil Limited Warranty does not apply to defects or malfunctions resulting from defects in workmanship carried out by Buyer or incorrect instructions from Buyer to the end-users, nor shall it apply on spare parts and accessories not manufactured or endorsed by Permobil. Any defects or malfunctions in the products covered by the Permobil Limited Warranty shall be reported to Permobil without undue delay.

Buyer shall, within ten (10) business days from the day when Buyer exchanged any defective or malfunctioning parts of the end-user's products, return such defective or malfunctioning parts to Permobil.

Should the products have any faults or defects that cause damage to persons or property, Buyer shall be able to claim for compensation from Permobil for any such third party claim, provided that Buyer can show that the damage is caused by the products as a result of Permobil's errors or omissions in manufacturing, design or use of faulty or wrong materials or inadequate manuals. Buyer shall inform Permobil within a reasonable timeframe of any claim or demand for money damages relating to the products. Permobil shall have no liability for any third party claim not reported within this reasonable timeframe and Buyer shall hold Permobil harmless from any such claim. The Parties shall cooperate in order to decide how any third party claim shall be handled, and the Parties shall keep each other informed of any relevant

matters regarding the claim. Buyer undertakes not to agree to any settlements or similar in relation to any claim for which Permobil may become liable without Permobil's prior written consent. Upon the Permobil's request and at its own expense, Permobil shall be entitled to lead the defense against any third party claim against Permobil and/or Buyer for which Permobil may become liable, including but not limited to conducting any litigation. Buyer shall be obliged to, without any compensation, provide Permobil with reasonable assistance and access to information and Buyer's personnel. Buyer may participate in the defense of any such claim at its own expense.

Each Party shall have and obtain product liability insurance and commercial general liability insurance of coverage levels and limits consistent with general industry standards, which insurance shall be valid as long as any claims can be made against that Party under applicable laws and regulations.

7. Adulterated product

Permobil's warranty obligations shall not apply to any defects resulting from:

- (i) a product being modified or adulterated in a manner not explicitly specified in the documentation accompanying the product; or
- (ii) any combining of the Permobil product with a non-qualified device that causes damage to the Permobil product. A non-qualified device is any third-party product (hardware, firmware, software, or cabling) not supplied by Permobil or explicitly specified in the documentation accompanying the product. Installation of a non-qualified device does not automatically void Permobil's warranty. However, if the non-qualified device causes damage to or otherwise materially changes the operation of the Permobil product (as determined by Permobil in its sole discretion), Permobil's warranty obligations will not apply.

8. Product recalls

In the event that a defect or related issue should lead to a possible product recall, the Parties will work together and promptly conduct a technical analysis of the matter. The ultimate responsibility for any recall will be with Permobil, and Buyer shall upon request from Permobil provide reasonable assistance relating to the product recalls, including but not limited to:

- (i) informing Permobil of names and addresses of all end-users who have acquired products subject to such product recalls from Buyer upon request of the Permobil;
- (ii) using reasonable efforts to collect from end-users, as instructed by Permobil in each individual case, relevant products or spare parts from end-users that elect to participate in any such recalls.

The costs for the investigation of potential defects and responses to government information requests shall be borne solely by Permobil. Further, Permobil shall deliver free of charge to Buyer such spare parts that are requested in order to exchange the defective parts of the products that are subject to the product recall. Permobil will pay reasonable compensation for the work carried out by Buyer in order to exchange such defective parts.

9. Spare parts and services

These General Terms and Conditions also apply to the sale from Permobil to Buyer of spare parts for the products.

Permobil will make available for sale to Buyer spare parts relating to the products. Permobil shall be able to provide Buyer with the spare parts covered by these General Terms and Conditions as to any individual product for a period of at least seven (7) years from delivery of product to the end-user. The spare parts will be delivered to the address specified by Buyer as set out in each individual order. Buyer shall be responsible for and bear the cost of the delivery of spare parts to the end-users and for the assembly of the spare parts. Buyer shall enable the end-users to service their Permobil products purchased from Buyer on all Buyer's branch locations, regardless of where such product was initially purchased. **eCommerce obligations**

If Buyer advertises or sells Permobil products online, Buyer must comply with Permobil's Minimum Advertised Price Policy, available on Permobil's website. Buyer must also ensure all information regarding Permobil products advertised online is consistent the specifications and images on Permobil's website.

Buyer must have a certified Assistive Technology Professional provide an in-person assessment for any Permobil mobility product sold online and must have a service and delivery agreement in place with a local provider in the end user's geographic location.

10. Product changes

Permobil reserves the right to at any time make changes and modifications to the products covered by these General Terms and Conditions. Except as required hereunder, Permobil shall be under no obligation to modify previously delivered products in respect of any such changes or

modifications. Permobil shall inform Buyer of any such changes and modifications and if requested by Buyer provide reasonable education opportunities for Buyer's personnel regarding new features of the products free of charge.

11. Mutual cooperation

Each Party shall provide the full measure of cooperation reasonably required to fulfill the objectives of these General Terms and Conditions. Each Party shall be responsible to participate in regular reviews of business issues, including distribution, field performance, customer satisfaction and volume forecasts as may arise during the term of the agreement. Each Party shall freely exchange technical and business information pertinent to the products so that the Parties can adequately monitor and coordinate, among other things, compliance with applicable laws and regulations, manufacturing status, service readiness, timing and costs. Each of the Parties shall ensure that it maintains the appropriate organization to fulfill the objectives of these General Terms and Conditions.

12. Compliance with laws and anti-bribery

Permobil is a supplier of items for which payment may be made, in whole or in part, under federal health care programs. Permobil may permit Buyer to receive discounted purchase price and/or to receive a rebate on the purchase price of these items. The Federal Anti-Kickback Statute criminalizes the exchange of value in an effort to induce or reward the referral of federal health care program business. Any discount or rebate is not intended to induce or reward the referral of federal health care program business. Further, any discount or rebate is structured to comply with the Discount Safe Harbor to the Anti-Kickback Statute which exempts certain discounts and rebates from the definition of remuneration. In order for this arrangement to receive protection under this Discount Safe Harbor, Permobil hereby informs Buyer of its obligations to report all applicable discounts/rebates and to provide information regarding discounts and/or rebates upon request to the Secretary of Health and Human Services. Permobil has provided information to Buyer regarding the value of this discount and will refrain from doing anything that would impede Buyer from meeting its reporting obligations under the Discount Safe Harbor. Buyer hereby represents and warrants that it will fulfill all reporting obligations required of it as a Buyer in order to provide this arrangement maximum protection under the Discount Safe Harbor. Buyer further represents and warrants that it understands its reporting obligations and will notify Permobil immediately if it is unable to fulfill these obligations or becomes aware that it may have failed to fulfill these obligations anytime in the past.

Buyer will maintain any applicable accreditation and/or state mandated licensure for its physical locations and practitioners. Buyer also agrees to comply with all local, state, and federal laws and regulations applicable to it, including any "right to repair" laws. To the extent that any "right to repair" law places service responsibilities on manufacturers, Buyer agrees to perform all such required service on behalf of Permobil.

13. Force majeure

Neither Party shall have any liability towards the other Party for any delays in delivery or non-performance under these General Terms and Conditions (other than non-payment of amounts owing when due) in the event that such delay or non-performance is a result of an event of force majeure. Events of force majeure shall mean an extraordinary event or circumstance beyond the control of the Parties, and which was not reasonably foreseeable at the time of the entry into these General Terms and Conditions. An event of force majeure includes, without limitation, acts of God, actions by any governmental authority (such as United States Food and Drug Administration) (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order.

The Party who is forced to delay or not perform its obligations hereunder due to an event of force majeure shall as soon as possible and without undue delay notify the other Party of this in writing. If requested, the Party to an event of force majeure must be able to demonstrate the reasons leading to delay or non-performance of its obligations hereunder.

In case the delay or non-performance of a Party due to an event of force majeure continues for at least three (3) months, both Parties have the right to terminate the agreement and these General Terms and Conditions with immediate effect and without any obligations or responsibilities.

14. Confidentiality

Each Party may provide the other Party with information marked confidential or proprietary or that a reasonable person who deals with such information would believe that the Party providing such information intends or is obliged to maintain as confidential. Each Party undertakes not to disclose to any third party nor use for any purpose other than the proper fulfillment of these General Terms and Conditions any such information or technical, financial

or commercial information, whether written or oral, received from the other Party under or in connection with these General Terms and Conditions without the prior written consent of the other Party. For the avoidance of doubt, the content of the agreement, including its exhibits, shall be kept confidential. This obligation does, however, not apply to information that is or becomes in the public domain without any breach of this confidentiality undertaking or any other agreement of confidentiality between the Parties or which a Party is required to disclose by law, by any court of competent jurisdiction or arbitral tribunal or governmental, official or regulatory body, provided, however, that in the event of any such required disclosure, the Party from whom disclosure is sought shall apprise the other Party of such requirement, and such other Party shall be given an opportunity to, at its sole cost and expense, seek to reduce or eliminate such requirement of disclosure. Without limiting the generality of the foregoing, in the event of any required disclosure, the Party from whom disclosure is sought shall disclose only that portion of confidential or proprietary information as it is advised by its counsel in writing is required to be disclosed.

15. Assignment

Neither Party may assign, or otherwise transfer or pledge or grant any other security interest in or over any of its rights or obligations under these General Terms and Conditions, without the prior written consent of the other Party. For purposes of these General Terms and Conditions, any change of control of a Party (whether by transfer of all or substantially all of a Party's assets, a transfer of a controlling portion of its equity interests, a merger or otherwise) shall be considered an assignment.

16. Severability

If any term of these General Terms and Conditions is invalid or unenforceable under any statute, regulation, by-law, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with such statute, regulation, by-law, ordinance, order or rule, and the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

17. Governing law and dispute resolution

These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to any conflict of laws principle.

All claims, disputes or controversies arising out of or relating to any underlying agreement or these General Terms and Conditions or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial or other applicable Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Nashville, Tennessee. The Parties agree that the U.S. District Court for the Middle District of Tennessee shall have exclusive jurisdiction to enforce the terms of the arbitrator's ruling and enforcing equitable remedies arising out of a breach or threatened breach. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration.