

1. Scope of application; deviating conditions

1.1 These General Terms and Conditions of Sale and Delivery ("GTCs") shall apply to all contracts concerning the sale, work, and materials, including ancillary agreements, concluded between Lifeward GmbH ("Lifeward") and its customers (each a "Buyer").

1.2 These GTCs shall apply to relations with businesses within the sense of Section 14 of the German Civil Code (BGB), legal persons under public law and special funds under public law ("Businesses"), as well as natural persons entering into a legal transaction for predominantly neither commercial nor independent professional purposes ("Consumers").

1.3 Any deviating conditions of the Buyer, which are not explicitly acknowledged by Lifeward, are not applicable. This shall also apply in cases where Lifeward makes its delivery without reservation, although it is aware of the Buyer's objection to terms or terms deviating from these GTCs.

1.4 With respect to Businesses, these GTCs shall also apply to all future transactions in the case of ongoing business relationships.

1.5 Individual agreements with the Buyer and deviating information in Lifeward's offers shall, in any case, take precedence over these GTCs.

2. Conclusion of the contract

2.1 Lifeward's offers, including the sales prices stated in Lifeward's price lists, are subject to confirmation unless they are expressly marked as binding.

2.2 The contract is established when the Buyer accepts Lifeward's binding offer.

3. Product documents; execution documents

3.1 Documents, illustrations, drawings, performance specifications, as well as weight and dimensional data indicated in catalogs, product sheets, and/or on Lifeward's websites reflect only approximate values. They do not constitute information about the quality of the goods unless designated explicitly as binding. Lifeward reserves the right to make improvements and changes to the extent customary in the trade and reasonable for the Buyer.

3.2 All illustrations, photographs, drawings, and other documents accompanying Lifeward's offers and deliveries shall remain the property of Lifeward and shall be returned to Lifeward after termination of the contract unless this is included in the scope of delivery of the purchased goods.

In all other cases, the illustrations, photographs, drawings, and other documents may not be reproduced or made available to third parties in any form without Lifeward's prior consent. Unless Lifeward has given its consent, the illustrations, drawings, and other documents may only be made accessible to a third party with the simultaneous resale of the goods to the third party. The legal restrictions of the copyright are not affected by this regulation.

3.3 If the Buyer has to provide any documents, it shall be responsible for the completeness, correctness, and timeliness of their provision.

4. Prices; terms of payment; exclusion of offsetting and retention

4.1 Sale and delivery are affected on the basis of the list prices valid on the date of contract conclusion. Unless agreed otherwise, the prices are in Euro and include applicable VAT ex works, Leipziger Platz 15, 10117 Berlin.

4.2 Unless otherwise agreed by the parties, all invoices shall be paid upon delivery and invoicing. As regards the timeliness of the payment, the date on which Lifeward receives the amount shall be decisive.

4.3 If the Buyer is in default of payment, Lifeward may charge interest in accordance with the statutory provisions. The right to claim higher damages caused by delayed performance is reserved.

4.4 Cheques (*Schecks*) and bills of exchange (*Wechsel*) are accepted only after special agreement and only on account of performance, whereby any expenses and discounts are charged to the Buyer.

4.5 Irrespective of the term of any cheques and bills of exchange accepted on account of performance, Lifeward's claims become due and payable immediately if the Buyer has seriously breached any contractual agreements and is responsible for such a breach. In this case, Lifeward is entitled to execute or provide any outstanding deliveries or services only against advance payment or security.

4.6 Provided the Buyer is a Business, the Buyer is only entitled to offsetting (*Aufrechnung*) against counterclaims if the counterclaims are undisputed or have been finally and non-appealably established and the Buyer is only entitled to exercise a right of retention (*Zurückbehaltungsrecht*) if the counterclaims are undisputed or have been finally and non-appealably established and if they are based on the same contractual relationship.

5. Delivery, passing of risk; consequences of late delivery; force majeure.

5.1 Deliveries are effected ex works Leipziger Platz 15, 10117 Berlin. At the request and cost of the Buyer, the goods will be sent to another place of destination (sales shipment).

5.2 Delivery periods and/or delivery dates promised by Lifeward are always approximate unless a fixed period or date has been promised or agreed. Lifeward's duty of delivery shall be suspended as long as Lifeward has not received the execution documents as well as all documents and information necessary or useful for the execution of the order from the Buyer or as long as the Buyer is in default vis-à-vis Lifeward regarding any other liability. In this respect, Lifeward reserves the right to put forward the defense of non-performance of the contract.

5.3 If the Buyer is in default of acceptance or culpably violates other duties of cooperation, Lifeward shall be entitled to have compensated Lifeward for the damage included in this respect, including any additional expenses. Lifeward reserves any further claims or rights. The risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer as of the time when the Buyer is in default of acceptance.

5.4 Lifeward is entitled to make partial deliveries as are customary in the trade if the partial delivery is not precluded by contract, the Buyer can use it for the purpose stipulated in the contract, delivery of the remaining goods ordered is ensured, and if the Buyer does not incur substantial extra expenditure or additional costs as a result (unless the seller agrees to pay for these costs). Complaints regarding partial deliveries do not release the Buyer from its obligation to accept the residual quantity of the goods ordered as stipulated in the contract.

5.5 In the event of force majeure or other events, which are unforeseeable upon conclusion of the contract and unavoidable despite reasonable care applied in accordance with the individual circumstances, such as war, natural disasters, plant disorders, legal strikes, lockouts or governmental orders, the delivery periods/dates shall be extended by the duration of the impairment and a reasonable lead time. If such impairments lead to a delay in performance of more than three months, both parties may rescind the contract. If delivery becomes impossible or unreasonable without Lifeward being responsible due to the circumstances, Lifeward shall be entitled to rescind the contract in whole or in part with respect to the portion of the contract not yet fulfilled. In this case, the Buyer shall not be entitled to any damage claims against Lifeward. Any status rights of rescission shall not be affected thereby.

5.6 If the Buyer is a Business and has to set a reasonable period of grace in order to exercise any rights vis-à-vis Lifeward, this grace period shall be at least two weeks.

6. Defects; warranty rights (*Gewährleistungsrechte*)

6.1 Warranty rights are governed by statutory law, as modified by the following provisions of this clause 6. These GTCs do not provide any guarantees.

6.2 If the Buyer is a Consumer, Lifeward asks the Buyer, in order to facilitate the processing of warranty claims, to obtain a Returned Material Authorization ("RMA") number and an RMA form from Lifeward and to provide goods to be returned with the RMA number and the completed RMA form. Any RMA number and RMA form obtained from Lifeward shall be valid for thirty days.

6.3 If the Buyer is a Business, clauses 6.4 until 6.10 shall apply without prejudice to the legal recourse regulations.

6.4 The Buyer is obliged to carefully inspect the goods delivered immediately after they arrive at the place of destination. The Buyer has to notify Lifeward of any apparent defects within seven working days from delivery, with timely dispatch of the notice being sufficient for compliance with this deadline. Hidden defects must be notified to Lifeward immediately but no later than within seven working days from their discovery. Each notice of complaint must be made in writing. If the Buyer was able to recognize the defect at an earlier time during normal use, this earlier time shall be decisive for the start of the notice period. If the Buyer fails to carry out the proper inspection and/or to report any defects, Lifeward's liability for unreported defects shall be excluded, unless Lifeward maliciously (*arglistig*) failed to disclose the defect.

6.5 To ensure swift processing, the Buyer is highly recommended to obtain a Returned Material Authorization ("**RMA**") number and an RMA form from Lifeward and to provide goods to be returned with the RMA number and the completed RMA form. Any RMA number and RMA form obtained from Lifeward shall be valid for thirty days.

6.6 At Lifeward's request, any defective goods are to be returned to Lifeward carriage-free. In the event of a justified notice of defects, Lifeward will reimburse the costs for the cheapest method of dispatch; this does not apply if the costs are increased because the delivered goods are located at a place other than the place of their intended use. If the notice of defects is unjustified, Lifeward is entitled to request reimbursement of the costs incurred hereby from the Buyer, except the Buyer is not responsible for the unjustified notice of defects.

6.7 In the event of a defect reported in time, the Buyer is, at Lifeward's discretion, entitled to rectification (*Nachbesserung*) or substitute delivery of non-defective goods (jointly referred to as "**Subsequent Performance**"). The Buyer must give Lifeward the time and opportunity necessary for Subsequent Performance, in particular, to hand over the defective goods for inspection purposes. Subsequent Performance takes place at the place of original delivery; it is deemed to have failed, at the earliest, after two unsuccessful attempts. In the event of substitute delivery, the Buyer shall return the defective goods to Lifeward in accordance with the statutory provisions. The defective goods replaced become the property of Lifeward unless they are still the property of Lifeward anyway.

6.8 The expenses that are necessary for the purpose of Subsequent Performance, in particular, transport, travel, labor, and material costs, shall be borne by Lifeward, provided that a defect exists. Otherwise, Lifeward shall be entitled to demand reimbursement from the Buyer of any costs incurred due to the unjustified request unless the Buyer was unable to recognize that no defect existed. Subsequent Performance does not include the disassembly or the reassembly of the defective goods if Lifeward was originally not obliged to perform the assembly.

6.9 Notwithstanding any statutory provisions, no warranty rights (*Gewährleistungsrechte*) shall exist if any damage results from inappropriate treatment of the goods or if the Buyer deviates from Lifeward's instructions for use provided to the Buyer. Furthermore, the warranty is excluded in particular if the Buyer modifies the goods or has them modified by a third party without Lifeward's consent and if, as a result, elimination of defects is rendered impossible or unreasonably difficult. In any case, the Buyer shall bear all additional costs for eliminating defects caused by the modification.

6.10 In the event of defects in components or products of other manufacturers, which Lifeward is unable to remedy for licensing or actual reasons, Lifeward shall, at its option, reimburse its warranty claims against the manufacturers and suppliers for the account of the Buyer or assign it to the Buyer. Warranty claims against Lifeward for such defects shall only exist under the other conditions and in accordance with these GTCs if the judicial enforcement of the aforementioned claims against the manufacturer or supplier was unsuccessful or is futile, for example, due to insolvency.

6.11 The Buyer is only entitled to claims for compensation for damages due to defects to the extent Lifeward's liability pursuant to clause 7 is not excluded or limited.

7. Liability

7.1 Lifeward shall only be liable for gross negligence (*grobe Fahrlässigkeit*) and intent (*Vorsatz*) as well as for a breach of duties, the performance of which is a prerequisite for the proper execution of the contract and on the compliance of which the Buyer is regularly entitled to rely on ("**Essential Obligations**").

7.2 In respect of a slightly negligent breach of an Essential Obligation, Lifeward's liability is limited to the typical damage foreseeable upon the conclusion of the contract.

7.3 Lifeward is not liable for a slightly negligent breach of contractual duties that are not Essential Obligations.

7.4 Insofar as Lifeward's liability is limited or excluded, this also applies to the liability of Lifeward's employees, representatives, or vicarious agents.

7.5 The aforementioned limitations or exclusions of liability do not apply if Lifeward has maliciously (*arglistig*) failed to disclose a defect, has assumed a guarantee or a procurement risk, is liable on the basis of the German Product Liability Act, and in the event of bodily injury (injury of life, limb, and health). This does not lead to a change in the burden of proof to the detriment of the Buyer.

8. Reservation of title

8.1 The following reservation of title serves to secure all existing current and future claims of Lifeward against the Buyer resulting from the ongoing business relationship between Lifeward and the Buyer, including all balance claims from current accounts (hereinafter referred to as "**Secured Claims**").

8.2 All goods supplied by Lifeward remain Lifeward's property until the full payment of all Secured Claims. The goods supplied and any goods that replace these and are subject to the reservation of title pursuant to the provisions below are hereinafter referred to as "**Reserved Goods**".

8.3 If the Buyer combines the Reserved Goods with goods of another origin to new items, Lifeward is entitled to co-ownership in the proportion of the value of the Reserved Goods (final invoice amount including VAT) at the time of supply to the value of the other goods combined (final invoice amount including VAT) at the time of combining. The co-ownership share is deemed to be Reserved Goods within the sense of clause 8.2. In the event that no such acquisition of ownership occurs for Lifeward, the Buyer hereby now transfers as security its future ownership or – in the aforementioned proportion – its co-ownership in the new item created to Lifeward. Lifeward hereby accepts this transfer.

8.4 If the Reserved Goods are combined with other items to a uniform item and if any of the other items can be regarded as the main item within the sense of Section 947 BGB, the Buyer if it is the owner of the main item, hereby now transfers to Lifeward the proportionate co-ownership in the uniform item in the proportion of the value of the Reserved Goods (final invoice amount including VAT) at the time of supply to the value of the main item (final invoice amount including VAT). Lifeward hereby now accepts this transfer. The co-ownership share is regarded as Reserved Goods within the sense of clause 8.2.

8.5 The Buyer shall retain the Reserved Goods on behalf of Lifeward at no cost. The Reserved Goods may neither be pledged nor assigned as collateral to third parties before payment in full of the Secured Claims.

8.6 The Buyer is entitled to sell the Reserved Goods supplied in the ordinary course of business if it is ensured that its claims from the resale pursuant to clauses 8.7 to and including 8.9 have been transferred to Lifeward.

8.7 If the Reserved Goods are resold, the Buyer herewith now assigns to Lifeward the resulting claim against the buyer on account of security as well as the claims that replace the Reserved Goods or that accrue in respect of the Reserved Goods, such as insurance claims or claims resulting from unlawful acts in the event of loss or destruction, including all balance claims under current accounts. Lifeward hereby now accepts this assignment.

8.8 The Buyer is revocably authorized to collect the claims resulting from a resale pursuant to the above provisions of this clause 8. Lifeward may revoke the authorization to collection only in accordance with clause 8.9.

8.9 If the Buyer fails to meet its obligations under the contract with Lifeward, in particular, if it is in default of payment:

- Lifeward may prohibit the resale and combining of the Reserved Goods with other goods.

- Lifeward may rescind the contract in accordance with the general regulations concerning rescission of Section 323 BGB; the taking back of the goods does not constitute rescission of the contract, except that Lifeward has expressly

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declared such rescission; in the event of rescission, the Buyer's right of possession of the Reserved Goods lapses, and Lifeward may demand the return of the Reserved Goods; in coordination with the Buyer, Lifeward shall be entitled to enter the Buyer's business premises and take possession of the Reserved Goods at the Buyer's cost and to sell them in the open market or by auction on the most favorable terms without prejudice to any payment and other obligations of the Buyer; Lifeward will offset the sales proceeds against the Buyer's liabilities after deduction of the costs; any surplus will be paid by Lifeward to the Buyer;

- the Buyer has to inform Lifeward on request of the names of the debtors of the claims assigned to Lifeward in order to enable Lifeward to disclose the assignment and to collect the claims; all proceeds attributable to Lifeward under the assignments are to be forwarded to Lifeward immediately after receipt, when and as soon as Lifeward's claims against the Buyer have become due and payable.

- Lifeward shall be entitled to revoke the collection authorization granted.

8.10 Should the realizable value of the securities existing in favor of Lifeward exceed Lifeward's claims by more than 10%, Lifeward will, at the Buyer's request, release the securities selected by Lifeward.

9. Software

Lifeward grants the Buyer a non-exclusive license to use any software and/or firmware contained in or in the scope of delivery of the goods ("**Software**") and the related documentation in connection with the Buyer's use of the goods. The source code for the Software shall not be made available to the Buyer, and the Buyer may not modify, disassemble, decompile, reverse engineer, or create derivative works of the Software. The Buyer may not reproduce the Software or pass it on to third parties and may only transfer it in connection with a transfer of the goods and subject to these restrictions. Certain parts of the Software may be owned by third parties and licensed to Lifeward. Lifeward reserves the right to perform a software update to correct any errors and for stability purposes after properly notifying the Buyer. New software features will be charged separately after consultation.

10. Data

To the extent the goods store non-personal data in connection with their use and operation, e.g., data on duration of use and loading time and -frequency, start and stop cycles, number and duration of sessions, operating settings, position and spatial orientation, displacement, speed, torque, force, and acceleration, Lifeward shall be entitled to read out such data regularly via corresponding interfaces either after consultation with the Buyer at the Buyer's premises during normal business hours, when the goods are not being used, or via a wired or wireless network connection.

11. Compliance

The Buyer may only use and apply the goods as intended and according to and in compliance with the safety-relevant information and manufacturer information and in compliance with the applicable statutory provisions, in particular, but not exclusively, the German Act on Medical Devices (MPG), the German Ordinance on Operation of Medical Devices (MPBetreibV) and the German Ordinance on Safety of Medical Devices (MPSV).

12. Applicable law; place of jurisdiction; information under Section 36 German Law Governing Consumer ADR Matters (*Verbraucherstreitbeilegungsgesetz*); partial invalidity

12.1 The contractual relationship between Lifeward and the Buyer, including these GTCs, shall be subject to the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2 The place of jurisdiction for all disputes arising from and/or in connection with the contractual relationship, including these GTCs – and for lawsuits involving cheques and bills of exchange – shall be Berlin, if the Buyer is a merchant (*Kaufmann*) as defined by the German Commercial Code (HGB), a legal person under public law or special funds under public law or does not have his seat or

habitual residence in a member state of the European Economic Area. However, Lifeward shall be entitled to bring an action at any other legal place of jurisdiction.

12.3 Lifeward does not, nor is Lifeward obliged to, take part in alternative dispute resolution before any consumer conciliation board.

12.4 If a provision of the contract, including these GTCs, is or becomes invalid in whole or in part, the validity of the remaining provisions of the contract shall not be affected by the invalidity of said provision.