

# General Terms of Business (GTB)

## 1. General

- 1.1. All purchase contracts concluded with us and all services are based on these general terms of business. Deviating customer conditions, which we do not explicitly acknowledge in writing are non-binding for us, even if we do not explicitly contradict them in writing or verbally. These general terms of business apply as agreed to each individual contract as part of an current business relationship, including without explicit incorporation.
- 1.2. Verbal side arrangements required our written confirmation. Such written confirmations only become effective if issued by the management itself. Field sales reps, representatives, warehouse personnel, fitters and drivers etc. are not permitted to make verbal side arrangements or provide declarations on our behalf, which go beyond the written contract or make amendments to this written contract.
- 1.3. All amendments, side arrangements etc. must be made in writing. An agreement on deviation from the written form requirement must be made in writing respectively.

## 2. Quotations

- 2.1. Our quotations are always non-binding. The customer, as our contract partner, is bound to a quotation he submits for 4 weeks up to conclusion of a contract. Dimensions, weights, compositions, indications of quantities and other technical data stated by us should be understood with the standard tolerances. We reserve the right to make changes to the services at any time during the contract relationship, as long as this is reasonable acceptable to the customer under consideration of all circumstances. Quality improvements to the material, packaging and dimensions are permitted at all times.

## 3. Deliveries and Shipping Costs

- 3.1. We always make the effort to meet delivery dates as best possible. Delivery may be made 14 days earlier or later than the specified delivery dates due to unavoidable, operational reasons. The subsequent deadline set by the customer may not be less than 14 working days if delivery is delayed.
- 3.2. The delivery time extends accordingly if it is impossible for us to make delivery on the specified date and if the impossibility of this delivery is due to the inability of our supplier or if we are not supplied through no fault of our own. However, our reference to this agreement requires us to inform the customer promptly providing details of the reasons for the extension to the delivery time.
- 3.3. In the event of force majeure and other unforeseeable and exceptional circumstances that are not our fault, e.g. in case of operational disturbances, lack of transport means, authority intervention, energy supply difficulties etc. (including if they happen to sub-suppliers), the delivery time extends to an appropriate extent if we are prevented from promptly fulfilling our obligation. If the delivery or service becomes impossible or infeasible due to the specified circumstances, we shall be released from the delivery obligation. Should the delivery obligation last for longer than three months, the customer is entitled to withdraw from the contract. The customer cannot derive any claims to replacement of damages if the delivery takes longer or if we are released from the delivery obligation. We can only refer to the above-mentioned circumstances if we notify the customer immediately. Delayed delivery only entitles the customer to claim replacement of damages in as far as the delivery delay is caused by grossly negligent or intentional conduct on our part. Claim to replacement of damages by the customer in case of delivery delay is also excluded in these cases if the incurred damage is atypical and unforeseeable on the basis of the contract. In all cases, the amount of claims to replacement of damages by the customer in case of delivery delay is restricted to the amount of the specific subject of contract.
- 3.4. If the customer delays acceptance of a delivery, we are entitled to store and charge the goods at the expense of the customer or use the goods for other purposes at our own discretion. A further claim to replacement of damages due to delayed acceptance is not affected by this.
- 3.5. If the customer delays acceptance, we are entitled to charge the additional expenses (§ 304 BGB (Civil Code)) at 10% of the delivery value of goods whereby acceptance is delayed by the customer, without providing further evidence due to reasons of simplified additional expenses calculation. The customer is allowed to provide proof that less or no damages have been incurred. The enforcement of further, incurred additional expenses due to delayed acceptance by the customer is not affected.
- 3.6. Shipping costs within the Federal Republic of Germany will be charged as follows: for consignments with an order value of up to € 500, proportional shipping and packaging costs are charged at € 12.50 for parcel service shipments, € 35.00 for shipping as a box and € 56.00 for shipping on a pallet for shipments with an order value of more than € 500, proportional packaging costs are charged at € 7.50 for parcel service shipments and € 21.50 for shipping by forwarding agent for the shipment of tricycles and therapy bicycles, proportional shipping and packaging costs are charged at a lump sum of € 75.00
- 3.7. International deliveries are made on an EXW basis.

## 4. Shipment, Transfer of Risk, Place of Fulfilment and Transport Damages

- 4.1. The placement of fulfilment for all contractual obligations is the place of our delivery factory. If the goods should be sent to a different place than the place of fulfilment (shipment purchase), the risk transfers to the customer with handover to the transport person or when leaving the factory. This also applies to shipment of the goods within the same place and in case we transport the goods with our own means of transport.
- 4.2. If the goods are ready for shipment and if shipment or approval is delayed due to reasons that are not our fault, the risk transfers to the customer upon receipt of notification of availability for shipment.

4.3. It is explicitly agreed that the place of our delivering factory is also agreed as the place of fulfilment if the delivery is agreed on a >free destination< or >free warehouse< etc. basis.

4.4. The following procedure must be followed to enforce claims for transport damages: Examine the goods for damages immediately upon delivery and, if any damage is suspected, only acknowledge delivery with reservation, providing details of the suspected damage (e.g. on the freight document). Please promptly report the damage to us by telephone. The following declaration must be made for our insurance company if damage is identified by the recipient after acceptance:

"The shipment described as follows was accepted by us without any objections, as no visible damage could be identified. However, upon opening the delivery, we noticed that the contents had been damaged and/or stolen during transport. We therefore request that a commissioned representative visits us to establish the damage. We have left the delivery in the condition it was in at the time of discovering the damage."

If the recipient cannot sign for the contents of this declaration, we are unable to acknowledge the transport damage.

## 5. Prices and Payment Terms

- 5.1. All prices are understood as ex-works, net prices excluding the statutory Value Added Tax on the day of delivery if the customer is a merchant in terms of the commercial code. In case the delivery is agreed as >free domicile<, this means that we are obliged to deliver the goods to the customer's ramp. The costs for freight, unloading, bundling, packaging and any additionally agreed services will be charged additionally to all customers.
- 5.2. The customer covers the costs of customs clearance and transshipment.
- 5.3. If, according to the contract between the customer and us, it is not planned for our deliveries to be completed within 4 months of conclusion of the contract, the valid price list is used as a basis upon delivery of the respective goods in case of a subsequent change to the decisive conditions at the time of concluding the contract, especially in the cost sector. In case of price increases, this only applies if the extent of the resulting change is at an appropriate ratio, which can be understood and checked by the customer. If the effectively agreed price increase reaches a level of 25 % of the originally agreed price, the customer is entitled to withdraw from the contract.
- 5.4. We reserve the right to deliver goods to new customers on an advance payment basis for the first three orders. For existing customers, the invoice amount is due 30 days after issue of the invoice without deductions. If the amount is received by us or in one of our business accounts by the 10th day after issue of the invoice, a cash discount of 2% of the invoice amount will be granted.
- 5.5. If the customer is fully or partially in arrears with payment of an invoice or an agreed partial payment or if a cheque or bill of exchange is not cashed, all of our claims against the customer will become due for immediate payment. This same applies if he stops payments, is in debt or if insolvency proceedings are initiated against his assets, if such proceedings cannot be initiated due to a lack of funds or if circumstances are disclosed that justify reasonable suspicion about the customer's creditworthiness.
- 5.6. If the customer is no longer able to pay, we are entitled to withdraw from the contract or retain delivery of the goods until the customer has provided sufficient security himself or through a third party.
- 5.7. The customer may not surrender his claim against us to a third party in whichever way and due to whichever legal reason.
- 5.8. Offsetting is excluded against all of our claims if the customer's claim is disputed or still possible to dispute or if the claim has not been legally established.
- 5.9. Payments shall always be used to settle the oldest due debts and the incurred interest for arrears.
- 5.10. If the customer is a merchant in terms of the commercial code, all retention rights by the customer against our receivables and claims are excluded.
- 5.11. We would like to provide all customers with the opportunity to order spare parts for repairs - regardless of the value of your order. However, in order to be able to cover our costs, we charge a extra charge for low quantities of € 10.50 for orders with a net value of less than € 35.00.

## 6. Reservation of Proprietorship

- 6.1. All the goods we supply remain our property until full payment of the invoice relating to the goods.
- 6.2. If the customer is a merchant in terms of the commercial code, all the goods we supply remain our property until fully payment of all claims due to us from the entire business relationship with the customer.
- 6.3. The customer is entitled to sell goods under reservation of proprietorship in a proper business transaction. In the case of resale, the customer hereby surrenders all receivables and claims due to the customer from resale against his customers, with all ancillary rights at the value amount of the reserved goods. We already accept the customer's surrender.
- 6.4. We are obliged to transfer back or release the securities at the request of the customer if the value of the securities provided to us exceeds the amount of our claims by more than 20 %.
- 6.5. The customer is obliged to treat the goods subject to reservation of proprietorship with due care. We have the right to inspect the goods under reservation of proprietorship at any time after prior notification. The customer is obliged to carry out all regular inspection and maintenance work on goods subject to reservation of proprietorship and cover all associated costs.

6.6. The customer must promptly inform us of any enforcement measures by third parties or any surrendered claims in advance, providing the necessary documents for intervention.

6.7. The customer is obliged to arrange and maintain liability insurance and comprehensive insurance at his own cost for the duration of validity of the reservation of proprietorship and provide proof of this on request.

6.8. In case of customer conduct in breach of contract when handling goods subject to reservation of proprietorship or in case of payment arrears, the customer is obliged to hand over the goods after receiving a warning. Our request for return does not represent withdrawal from the contract.

6.9. We authorise the customer to collect claims or parts of claims surrendered to us under the reservation of revocation at any time

## 7. Warranty, Return Shipment and Costs of Reviewing Complaints

7.1. The two-year statutory guarantee period shall apply for all products. This begins with the delivery or handover of the goods. If a material or production error occurs to the supplied goods during this period, we shall address this defect with improvement or replacement delivery in accordance with 7.5 upon prompt notification and complaint registration in accordance with points 7.2 and 7.3. If the improvement fails or replacement delivery has not been successful, the customer has the right to choose between decreasing the payment (reduction) or returning the contract (withdrawal).

7.2. For all goods supplied by us, the customer loses all rights to warranty in case of obvious defects and complaints, if he does not inform us in writing of the defects and complaint within 14 days of receipt of the goods and has not made a written complaint about the defect or complaint.

7.3. If an unapparent defect or a complaint is recognised before expiry of the two-year deadline from delivery or handover of the goods, the customer is obliged to provide us with written notification of the defect and complaint before expiry of the two-year deadline from delivery of the goods and file the defect or complaint in writing. This written notification of complaint must state the recognisable symptoms. The customer loses all rights to warranty after expiry of a period of two years from delivery or transfer, without a corresponding complaint.

7.4. We are only liable for the perfect condition of our original goods. If a customer or third party makes changes to these original goods, whichever type of change is made, all warranty claims are excluded unless it can be definitely established that the current defect is not associated at all with the change made.

7.5. If the goods we have supplied are defective, we are entitled to choose between rectifying the defect or replacing the entire subject of contract or parts of the subject of contract (replacement part delivery). In case of an existing defect, if we have chosen to rectify the defect by making improvements, the customer is obliged to give us several (two) opportunities to address the defect, irrespective of the type of defect) if this is reasonably acceptable to the customer according to the circumstances. If the improvement fails or replacement delivery has not been successful, the customer has the right to choose between a decrease of payment (reduction) or annulment of the contract (withdrawal). However, the customer does not have a claim to replacement delivery. The customer's right to rectify the defect himself by undertaking a replacement is excluded.

7.6. A defect in one of the products supplied by us cannot initiate a claims to replacement of damages by the customer. Such replacement of damages can also not be demanded due to a culpable delay or culpable violation of the improvement obligation. Claims to replacement of damages by the customer are also ruled out if they relate to damages caused by fulfilment of the contract or directly due to improvement. In all of these cases, our obligation to replace damages is not excluded if the damage is based on the fact that a supplied item is lacking a promised characteristic or the damage has resulted from an intentional or grossly negligent contract violation by us or one of our agents or legal representatives.

7.7. The customer receives a detailed operating manual with delivery of the goods. The customer is obliged to read this operating manual before initial use and to consider it each time the goods are used. All warranty rights are excluded if the defect or complaint is due to incorrect handling of the goods. Should the customer still have any questions on handling, despite having read the operating manual, he should contact our factory in writing at any time. We promise to provide a prompt response.

7.8. If the customer is a merchant in terms of the commercial code, the customer must initially return any complained goods to us at his own cost. In this case, the customer must cover the additional costs involved with bringing the goods to a different place than the place of fulfilment. Goods sent back to us must be sent in the original packaging. A copy of the invoice and a written reason for the return must be enclosed with the returned goods. Otherwise prompt processing cannot be guaranteed. If a warranty defect applies to the returned goods, the customer will be refunded the costs of return shipment according to point 2. The specified shipping and packaging cost rates will be refunded by us. If a warranty defect does not apply, we reserve the right to invoice a processing charge for inspection at up to 10% of the selling value of goods. The customer has the right to prove lower costs for inspection in order to limit the amount of the above-mentioned flat-rates to this amount.

In case of returns for a credit note, we reserve the right to invoice a processing fee of 10% of the selling value of goods.

7.9. The acceptance of goods is excluded if the returned goods have been damaged by the customer, display signs of wear or are in an unhygienic condition.

## 8. Liability

8.1. Claims to replacement of damages against us by the customer due to delay, inability to provide the service, positive contract violation, culpability upon conclusion of the contract, non-fulfilment of the contract, non-permissible actions - especially claims to replacement of damages not caused to the actual supply item - and all other conceivable reasons are excluded, unless the damage has been caused by intentional or grossly negligent conduct by us or our agents and assistants. The above liability disclaimer does not apply to damages caused by injury to life, physical injury and health damages based on a negligent duty violation by the user against these general terms of business or an intentional or negligent duty violation by the user's legal representative or agent.

8.2. A detailed operating manual is enclosed with each delivery of original goods. We accept liability for incurred damages at the above-mentioned extent according to 8.1, but in each case only for such damages resulting despite use according to the operating manual in line with the contract.

## 9. Non-fulfilment of Contract

9.1. If the customer refuses acceptance of the agreed delivery, if he withdraws from the contract or if the contract is not implemented due to another customer reason, a flat-rate of 10% of the full order amount will be due as replacement of damages for simplified investigation and simplified enforcement of existing claims to replace of damages.

9.2. With this regulation, the contract parties only agree to the facilitation of claims settlement. The enforcement of any further incurred damage beyond the flat-rates for replacement of damages remains explicitly reserved. The customer's obligation to fulfil the contract is not affected by this regulation. The agreement on damages flat-rates does not affect the customer's right to provide proof that damage has not been incurred at all or is lower than the flat-rate.

## 10. Product modification

We explicitly point out that product modifications or customised designs, which have been individually manufactured or adapted to the specific and individual requirements of a person (especially ergonomic and anatomical characteristics), cannot be returned for a credit note except in case of a warranty claim and after unsuccessful improvement attempts (see point 7 of these GTB above). We confirm that the special constructions we implement correspond with the fundamental requirements of appendix 1 of directive 93/42/EEC: These types of products are exclusively produced for the designated customer based on the sizes and details provided and may be used by this person.

## 11. Choice of Law

11.1. The legal relationships between the between and us are exclusively subject to the laws of the Federal Republic of Germany.

## 12. Court of Jurisdiction Agreement

12.1. The court of jurisdiction for all disputes between the parties directly or indirectly resulting from the contractual relationship is the location of our company headquarters in 49143 Bissendorf if the customer is a merchant in terms of the commercial code or a legal entity under public law.

12.2. The court of jurisdiction 49143 Bissendorf also applies to non-merchants if the customer does not have a general court of jurisdiction in this country, relocates his place of residence abroad or if the habitual residence is not known at the time of filing the lawsuit.