

General Terms and Conditions of Purchase of Sunrise Medical GmbH

1. Scope of Application

1.1 All deliveries of goods and services to us shall be subject to these general terms and conditions of purchase, unless other agreements have been explicitly made.

1.2 General terms and conditions of the supplier and differing agreements are only applicable subject to our explicit written acknowledgement. Neither silence nor the acceptance of the goods and services or the payment thereof shall be considered as acknowledgement.

2. Orders

2.1 Our orders and any changes or additions to our orders require a written form or text form.

2.2 We are entitled to cancel our blanket orders or individual orders at no charge, if you do not confirm these without modifications within two weeks of receipt. This shall not apply to individual Kanban call-off orders.

3. Deadlines and Consequences of Exceeding the Deadlines

3.1 The agreed deadlines for deliveries of goods and services shall be binding. By signing the delivery contract, the parties agree upon a period for the delivery of the components. If delays are to be expected or occur, you shall immediately notify us in writing.

3.2 If you fail to deliver within the period of grace allowed by us, we shall be entitled to refuse acceptance, to withdraw from the contract or to claim damages for non-fulfilment without prior warning. We shall be entitled to withdraw from the contract even in the case that the delay occurred through no fault of your own. You shall be held liable for all additional expenses caused by your delay, including but not limited to having to purchase supplies elsewhere.

3.3 We reserve the right to demand a contract penalty of 5% of the order amount for a lack of proper fulfilment (§ 341 German Civil Code).

4. Prices

The prices shall be fixed prices. They shall include all expenses related to the deliveries of goods and services to be provided by you.

5. Handling and Delivery

5.1 Delivery schedules shall be binding with regard to the kind and quantity of the called-off goods as well as to the delivery time. Partial deliveries require our consent.

5.2 A delivery note stating our order number as well as details of the kind and quantity of the contents shall be included in every consignment.

5.3 The goods shall generally be dispatched in kanban boxes (in case of a kanban delivery) or in cardboard boxes respectively. The kanban containers shall be made available by us on a loan basis. We are entitled to specify a particular packaging method. In the exceptional case that the delivery takes place in any other commercial packaging, the packaging costs shall be borne by you.

5.4 If any deliveries of goods or services are provided by you on our premises, you are obliged to comply with the regulations for safety, environment and fire protection currently in force for non-employees.

6. Invoices, payments

6.1 Invoices shall be submitted by separate mail; they must indicate our order number.

6.2 Your claim for payment shall be due 60 days after receipt of goods and receipt of your invoice or at our discretion after 14 days with 3 % cash discount. The time of payment is defined as the day on which our bank receives the transfer order.

6.3 Payments do not constitute an acknowledgement that the delivery of goods or service is in accordance with the contract. Without prejudice to our other rights, we shall be entitled to withhold payments for outstanding accounts in the business relation to an appropriate extent in case of defective or incomplete deliveries, until they have been properly fulfilled.

6.4 The assignment of your receivables to third parties is not permitted.

7. Safety, Protection of the Environment

7.1 Your deliveries of goods and services must comply with legal requirements, including but not limited to safety and environmental regulations, including the regulations on hazardous goods.

7.2 You shall be obliged to identify and comply with all currently applicable directives and regulations for your components regarding restricted substances. You are obliged not to use prohibited substances. Substances to be avoided and hazardous substances according to applicable laws and directives shall be specified on the specification sheets. If required, safety data sheets shall be provided already with the price quotation and with the respective first supply together with the delivery note (at least in German or in English). Any information regarding exceeded material restrictions or supplies of prohibited materials must be disclosed to us immediately.

8. Import and Export Regulations, Customs Duty

8.1 For deliveries of goods and services from an EU country other than Germany, your EU VAT identification number must be indicated.

8.2 You shall be obliged to inform us in detail and in writing about any obligations to obtain a permit for (re-) exports according to German, European and US regulations

for exports and customs duty as well as export and customs regulations in the country of origin of the goods and services.

9. Transfer of Risk, Receipt, Ownership

9.1 Irrespective of the agreed pricing terms, the risk shall pass to us on receipt at the delivery address specified by us.

9.2 Ownership of the delivered goods shall be transferred to us after payment. Any prolonged or extended retention of title is not permitted.

10. Obligation of Incoming Goods Inspections and Notice of Defects, Inspection Expenses

10.1 It is not possible to conduct incoming goods inspections at Sunrise Medical, based on the quality assurance procedure agreed by the parties it shall be replaced by an [outgoing goods] inspection on the supplier's side. The details shall be specified in a separate quality assurance agreement to be concluded by the parties.

10.2 We shall notify you of hidden defects as soon as they are detected in the course of business. You shall waive objections against a delayed notice of defects for all defects claimed within 14 days of detection.

10.3 If we return defective goods to you, we shall be entitled to charge back the invoice amount plus a lump-sum amount of 10% of the price of the defective goods plus proportionate freight charges and any import duties. We reserve the right to prove higher expenses. The right to prove lower or no expenses is reserved to you.

11. Warranty for Material Defects and Defects of Title

11.1 Defective deliveries shall be replaced by materials without defects and defective services shall be repeated correctly within 3 business days.

11.2 In case the defect is not remedied within an appropriate period of grace granted to you, we shall be entitled at our discretion to withdraw from the contract or to reduce the payment amount and to claim additional compensation for damages, respectively.

11.3 In urgent cases (including but not limited to danger resulting from delay or to prevent exceptionally high losses), to remedy minor defects as well as in cases of a delayed remedy of defects from your side we shall be entitled, after having notified you and after a short period of grace appropriate for the situation, to remedy the defect and any resulting losses or damages ourselves at your expense or to have it remedied by a third party at your expense. This shall also apply in case of a delayed delivery of goods or services on your part and we must immediately remedy the defects in order to avoid a delay in delivery on our side.

11.4 The limitation period for our claims based on material defects and defects of title shall be defined according to legal regulations from the passing of risk according to section 9.1. The course of the limitation period will be suspended for the period

beginning with the submission of our notice of defects and ending with the fulfilment of our claim.

11.5 If you are to supply goods or provide services according to our plans, drawings or other special requirements, the conformity of the delivery of goods or services with the requirements shall be considered as expressly assured. If the delivery of goods or services deviates from the requirements, we shall be immediately entitled to the rights specified in section 11.3.

11.6 Our legal rights remain furthermore unaffected.

12. Repeated Non-Performance

If essentially identical or similar deliveries of goods or services are performed with defects or delays again even after a written warning, we shall be entitled to withdraw from the contract immediately. In this case our right of withdrawal shall also apply to those deliveries of goods and services you shall be obliged to provide us in future under this or any other contract.

13. Indemnity from Material Defects and Defects of Title

You shall indemnify us from any claims that third parties - irrespective of the legal grounds - raise against us in case of a material defect or defect of title or any other defect of a product delivered by you, and you shall reimburse us the necessary litigation costs in this matter.

14. Acts of God

In case of supply interruptions as a consequence of unforeseen events such as acts of God, outbreak of war or natural disasters as well as other inevitable and serious events beyond the control and the responsibility of the supplier, the parties shall be released from their delivery obligations for the duration of the disruption and to the extent of its impact. The parties shall be obliged to adapt their mutual delivery obligations to the best of their knowledge to the changed circumstances; this may mean that the company either shall waive the claim to the remaining deliveries even after the disruption has been remedied or that it may require a continuation of the deliveries under the conditions specified by the company.

15. Technical Documentation, Tools, Manufacturing Equipment

15.1 Any technical documentation, tools, manufacturing equipment etc provided by us shall remain our property; all trademark rights, copyrights and other property rights shall remain with us. They must be returned to us immediately after the termination of the delivery contract, you are not entitled to claim a right of retention in this respect. You may use the aforementioned items solely to perform orders according to the delivery contract and you may not cede them or make them otherwise accessible to unauthorized third parties. Duplicating the aforementioned items shall be permissible only to the extent necessary to properly perform the goods and services stipulated in the delivery contract.

15.2 If you produce the items specified in section 15.1 clause 1 in parts or entirely for us at our expenses, section 15.1 shall apply accordingly, and with the production, we shall be (joint) owners in the proportion corresponding to our share of the production costs.

15.3 You shall store the aforementioned items for us free of charge and you shall be obliged to service them, maintain them and remedy normal wear free of charge. If you engage a subcontractor for the production of tools and samples to fulfil our order, you shall assign your right to transference of title for the tools and samples against the subcontractor to us.

16. Supply of Materials

16.1 Materials supplied by us shall remain our property and shall be stored at no costs and with the diligence of proper professional care separately from your other materials and labelled as our property. They may only be used for the fulfilment of our orders. Damages and losses of the supplied materials shall be replaced by you.

16.2 If you process or transform the supplied materials, this process shall be performed on our behalf. We shall be the direct owner of the resulting new components. If the supplied materials constitute only a part of the new components, we shall be entitled to a joint ownership of the new parts in the proportion corresponding to the value of the included supplied materials.

17. Confidentiality

17.1 You shall be obliged to treat all non-evident commercial and technical details that became known to you during our business relationship as confidential and not to disclose them to third parties.

17.2 The production of products manufactured specifically for us, included but not limited to those manufactured according to our plans, drawings or other particular requirements, for third parties is prohibited.

17.3 We would like to point out that we may store personal data in relation to our business relationship with you and that we may transfer this data also to other companies of the Sunrise Medical Group associated with us.

18. Miscellaneous

18.1 Place of performance shall be the delivery address specified in each case.

18.2 Court of jurisdiction for all conflicts shall be [the location of the respective receiving factory]. We shall, however, be entitled to take legal action against you at your registered office.

18.3 Governing law is German law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).