

GENERAL TERMS AND CONDITIONS OF REHA TECHNOLOGY AG, Olten, Switzerland (“Reha Technology”)

1. General provisions/scope

1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) apply in principle only to legal transactions in professional business. If, by way of exception, they are also used as a basis for legal transactions with consumers, they shall only apply insofar as they do not contradict mandatory provisions.

1.2. These GTC shall apply to all legal transactions and relationships between the Client and the Contractor (collectively the “Parties”) irrespective of the type of contract (order, contract for work and services, purchase contract, innominate contract, etc.) concluded by the Parties. The application of the GTC is also expressly agreed for all possible additional and follow-up orders as well as for further transactions between the Parties.

1.3. Purchasing terms or other terms and conditions of the Client are not valid and are explicitly not accepted by Reha Technology. If, by way of exception, the application of the Client's GTC is agreed in writing, their provisions shall only apply insofar as they do not conflict with these GTC. Non-conflicting provisions in the GTC shall continue to exist side by side.

1.4. Amendments and supplements to these GTC must be made in writing to be legally effective. This written form requirement may also only be waived in writing. There are no collateral agreements.

2. Offers, conclusion of contract

2.1. All offers of Reha Technology are subject to confirmation and are non-binding.

2.2. Reha Technology accepts offers or orders from the Client by written confirmation of order. Acceptance may also be implied by delivery of the object of purchase or by rendering the service.

2.3. The information about the services and products of Reha Technology stated in catalogues, price lists, brochures, company information material, leaflets, advertisements on exhibition stands, in circulars, advertising mailings, on the website or other media are non-binding unless they are expressly declared to be part of the contract in writing. Cost estimates of Reha Technology are always prepared without guarantee

of completeness and correctness.

2.4. By placing an order, a binding offer is submitted to Reha Technology for the purchase of the named products and/or services selected under these GTC. The offer can only be accepted by Reha Technology after Reha Technology has checked the availability of the relevant products and/or services in addition to other payment details. Reha Technology has 14 days from the date of receipt of the order to do this. If and as long as Reha Technology has not accepted the offer, Reha Technology is not obliged to provide products or services. Reha Technology is free to accept an order or to reject it without giving reasons.

3. Delivery/performance periods

3.1. Reha Technology delivers according to the respectively- valid version of the Incoterms 2010 or according to a separate written agreement.

3.2. Delivery/performance periods are always only approximate, unless a clearly defined period or a fixed date has been expressly agreed.

3.3. If, for whatever reason, the order is amended or supplemented after it has been placed, the delivery/performance period shall be extended by a reasonable period of time.

3.4. Unless otherwise agreed, the delivery period stated in the order or otherwise agreed shall commence at the last of the following dates:

- a) Date of order confirmation;
- b) Date of fulfilment of all technical, commercial and other requirements incumbent upon the - Client;
- c) Date on which Reha Technology receives an agreed down payment or security deposit.

3.5. If Reha Technology is prevented from fulfilling its obligations due to unforeseeable circumstances or circumstances for which Reha Technology is not responsible, such as operational disruptions, official measures and interventions, energy supply difficulties, loss of a supplier who is difficult to replace, strike, traffic delays, delays in customs clearance or force majeure, the delivery/performance period shall be extended by a reasonable amount. It is irrelevant

whether these circumstances occurred at Reha Technology itself or at one of its suppliers or subcontractors.

3.6. If fulfilment of the contract becomes impossible for reasons for which Reha Technology is not responsible, Reha Technology shall be released from its contractual obligations.

3.7. Partial or advance deliveries by Reha Technology are possible and are to be invoiced if and to the extent that an order includes separately usable items. Any additional delivery costs incurred in this case shall be borne by the Client. If delivery on call has been agreed, the service/purchase item shall be deemed to have been called at the latest six months after the order was placed.

3.8. The date from which Reha Technology's delivery is deemed to be late is determined by the statutory provisions. In any case, however, a written overdue notice from the Client is required.

4. Prices/terms of payment

4.1. All prices are calculated in CHF, EUR or USD. Payment shall be made in the respective currency specified by Reha Technology in the order confirmation.

4.2. If an order is placed without a prior offer or if services are performed which are not expressly included in the order, Reha Technology may charge the remuneration which corresponds to their price list or their usual remuneration.

4.3. Reha Technology is entitled to demand a higher remuneration than the agreed remuneration or the purchase price if the calculation bases existing at the time of order confirmation, such as raw material prices, the exchange rate or personnel costs, change after conclusion of the contract.

4.4. All prices and remunerations are exclusive of the applicable statutory value-added tax and apply ex works (warehouse). Packaging, transport, loading and shipping costs, as well as customs duties and insurance, shall be borne by the Client and will be invoiced additionally by Reha Technology.

4.5. Unless otherwise agreed, half of the remuneration/purchase price is due upon receipt of the order confirmation and the remainder is due within 14 days upon delivery or availability for collection and after

receipt of the invoice, plus expenses and without deduction.

4.6. A payment is deemed to have been made on time if Reha Technology can dispose of it.

4.7. In the event of default of payment, Reha Technology is entitled, at its option, to demand compensation for the actual damage, such as expenses for reminders, collection costs, storage costs and any court or out-of-court legal costs, or default interest at the statutory rate.

4.8. The benefits agreed when the contract was concluded, such as discounts and rebates, shall only be granted on the condition that complete payment is made on time. In case of delay with even only one partial performance, Reha Technology is entitled to invoice this subsequently.

4.9. If the Client is in arrears with a payment towards Reha Technology resulting from the contractual relationship or with another payment obligation, Reha Technology is entitled, without prejudice to other rights, to discontinue its performance until payment by the Client and/or to claim an appropriate extension of the delivery period, to declare all outstanding debts from this or other legal transactions due and to collect any delivered items again, without this releasing the Client from its performance obligation. A withdrawal from the contract by Reha Technology can only be accepted if this has been expressly declared.

4.10. Costs for travel, daily and overnight allowances shall be invoiced separately in the case of periodically chargeable remuneration. Travel times will be invoiced appropriately.

5. Assumption of risk and dispatch

5.1. If a shipment is due, the risk shall pass to the Client as soon as Reha Technology hands over the purchased item/work to a carrier or haulier. Shipment, loading and unloading as well as transport are always at the risk of the Client.

5.2. The Client approves any appropriate mode of shipment. Transport insurance is always taken out either by Reha Technology or by the Client, depending on the Incoterms 2010 agreed.

5.3. The place of performance is the relevant Reha Technology plant.

6. Retention of title and right of retention

6.1. All goods and products remain the property of Reha Technology until payment is completed by the Client, even if the items to be delivered or manufactured are resold, modified, processed or mixed. Reha Technology reserves the right to have the retention of title entered in a local register.

6.2. Until the completed payment of all claims of Reha Technology, the object of performance may not be pledged, assigned by way of security or otherwise encumbered with the rights of third parties. In the event of attachment or other claims, the Client is obliged to point out Reha Technology's right of ownership and to immediately notify the latter.

6.3. Upon conclusion of the contract, the Client shall assign all claims and rights to which it is entitled from the resale, processing, mixing or other exploitation of the goods and - products on account of payment. The Client must note this assignment in its books and on its invoices until full payment of the remuneration or the purchase price has been made and inform its debtors of this. Upon request, it shall provide Reha Technology with all documents and information necessary for the assertion of the assigned claims and demands.

6.4. In order to secure its claims and to secure claims from other legal transactions, Reha Technology has the right to withhold the products and goods until all outstanding claims under the contractual relationship have been settled.

7. Client's obligations

7.1. In the case of assembly by Reha Technology, the Client is obliged to ensure that the work can be started under reasonable conditions immediately after the arrival of the assembly personnel of Reha Technology.

7.2. The Client is responsible for ensuring that the necessary technical requirements for the work to be produced or the object of purchase are met and for ensuring that the technical systems, such as supply lines, wiring, networks and the like, are in a technically faultless and operational condition and are compatible with the works or objects of purchase to be

produced by Reha Technology. Reha Technology is entitled, but not obliged, to inspect these systems against separate remuneration.

7.3. Reha Technology is not obliged to check, warn or clarify any documents, information or instructions provided by the Client and liability on the part of Reha Technology in this respect is excluded.

7.4. The order shall be placed independently of any necessary official permits or authorisations which the Client must obtain.

7.5. The Client is not entitled to assign claims and rights under the contractual relationship to third parties without the written consent of Reha Technology.

8. Guarantee/notice of defects

8.1. The warranty shall be based on the agreed condition of the goods. Only product descriptions and specifications which have been confirmed in writing and which are the subject of the respective contract shall be deemed to be an agreement with regard to the quality of the goods. The Client must comply with the operating conditions stated in the operating instructions.

8.2. Anything due to normal wear and tear, inadequate maintenance, improper handling, overstraining and destructive action by third parties and the like shall not be deemed a defect and shall be excluded from warranty.

8.3. The warranty shall lapse if the Client make changes to the goods delivered by Reha Technology without the consent of Reha Technology.

8.4. The goods must be inspected by the Client immediately after receipt. Any defects must be reported immediately in writing.

8.5. After receipt of the notice of defects, Reha Technology shall receive the right to have the claimed defect checked by its own employees or experts.

8.6. Reha Technology is entitled to make the subsequent improvement - due, conditional upon payment of the due remuneration by the Client. However, the Client may withhold a reasonable portion of the remuneration in proportion to the defect.

8.7. In the case of justified defects which have been notified in due form and time and which have not become statute-barred, Reha Technology is entitled to subsequent improvement of the defective delivered goods. The statutory limitation periods shall apply. Reha Technology's right to refuse subsequent improvement under the statutory provisions remains unaffected.

8.8. If the Client makes changes to the delivered object of purchase or to the works without the prior written consent of Reha Technology, the warranty obligation of Reha Technology shall lapse.

8.9. When fulfilling warranty claims of the Client, Reha Technology has the right, at its option, either to eliminate the defect of the contractually owed object or to deliver a defect-free new object. The Client is entitled to reduce the remuneration or to withdraw from the contract only after failure of the subsequent improvement. The Client can only withdraw subject to the proviso that the defect is substantial, cannot be remedied by replacement or repair and is not reasonable for the Client. Claims of the Client for compensation or the reimbursement of futile expenses shall only exist in accordance with Section 9 of these GTC, even in the case of defects, and are otherwise excluded.

8.10. The Client must also prove the existence of a defect at the time of handover within the first six months after handover of the item/work.

8.11. All costs incurred in connection with the elimination of the defect, such as transport, installation, dismantling and travel costs, shall be borne by the Client if Reha Technology was not originally obliged to provide these services. At the request of Reha Technology, the Client must provide the necessary manpower free of charge.

9. Liability and product liability

9.1. Reha Technology is not liable for ordinary negligence. Liability is excluded according to Art. 100 Swiss Code of Obligations (OR).

9.2. The Client's claims for defects presuppose that it has complied with its obligations to inspect and give notice of defects. If a defect becomes apparent upon delivery, inspection or at any later point in time, Reha Technology must be notified immediately in writing.

In any case, obvious defects must be reported in writing within five calendar days of delivery and, in the case of defects that were not evident at the time of inspection, within the same period from the date of discovery. If the Client fails to properly inspect and/or report the defect, the liability of Reha Technology for the defect not reported or not reported in a timely manner or not properly is excluded according to the statutory provisions. The Client must inform Reha Technology immediately in writing about discovered defects of the goods or the work, otherwise any claims will lapse.

9.3. The Client may initially only demand subsequent improvement or the delivery of a new item/work. The Client can only claim damages if both options are impossible or involve a disproportionately high expenditure for Reha Technology.

9.4. Reha Technology's liability is excluded in the event of non-compliance with any applicable conditions for assembly, commissioning and use or with official approval requirements. The Client is obliged to ensure that operating instructions for the delivered goods or works are observed by all users. In particular, the Client must train and instruct its personnel and other persons coming into contact with the delivered goods or work accordingly.

10. Premature termination of the contract

Reha Technology is entitled to withdraw from the contract if a delivery/service is not possible for reasons for which the Client is responsible, or if a Client does not comply with a legal or contractual obligation towards Reha Technology that is incumbent upon it, despite a reasonable performance period being set. In this case, the Client must compensate Reha Technology for all resulting disadvantages (damages) and lost profits.

11. Industrial property rights

11.1. The Client shall be liable for ensuring that any design data, drawings, models or other specifications handed over for production do not infringe the industrial property rights of third parties. In the event of an infringement of industrial property rights, the Client undertakes to indemnify Reha Technology against any claims arising from this infringement and to hold it harmless.

11.2. Software, final planning documents, such as plans, sketches and other technical documents, as well as samples, catalogues, brochures, illustrations and the like shall remain the intellectual property of Reha Technology and are protected by copyright. Any consent not expressly granted for duplication, distribution, imitation, processing or exploitation and the like is not permitted.

12. Software

12.1. If the service/purchase item also includes software components or computer programs-, Reha Technology shall grant the Client a non-transferable and non-exclusive right of use at the agreed place of use with regard to these, in compliance with the contractual conditions and in compliance with the documents provided in this connection (e.g. operating instructions).

12.2. Without the prior written consent of Reha Technology, the Client - to the exclusion of any other claims - is not entitled to reproduce, modify, make available to third parties or use the software for purposes other than those expressly agreed upon. This applies in particular to the source code.

12.3. A software warranty exists only for the conformity of the software with the specifications agreed upon when the contract was concluded, provided that the software is used in accordance with the installation requirements and the respectively applicable conditions of use. Reha Technology does not provide any warranty that the software is free from defects and functions uninterruptedly or error-free. Errors cannot be excluded.

12.4. The selection and specification of the software offered by Reha Technology is the responsibility of the Client, who shall ensure that it is compatible with the technical conditions on site. The Client is responsible for the use of the software and the results achieved with it.

12.5. The performance characteristics, special functions, hardware and software requirements, installation requirements, conditions of use and operation for individually produced software shall be defined exclusively in the specifications to be agreed in writing between the parties. The information required for the production of individual software must be provided by the Client prior to conclusion of the contract.

13. Final provisions

13.1. Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by the contracting parties by a provision that comes closest to the ineffective provision and is customary in the industry.

13.2. Place of jurisdiction is Olten, Switzerland.

13.3. The parties agree to apply Swiss law and the Incoterms 2010 of the International Chamber of Commerce (ICC). Should the agreed Incoterms 2010 contradict provisions of these GTC, the GTC shall take precedence. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded by mutual agreement.

13.4. The Client shall immediately notify Reha Technology in writing of any changes to its name, company name, address, legal form or other relevant information.

Reha Technology AG, 01.04.2019