

PERMOBIL GENERAL TERMS OF SALE (DEALER - OO)

**1 GENERAL**

1.1 Applicability. These Permobil General Terms of Sale (Dealer) (the “**General Terms**”) apply to all sales of Products by Permobil to the Dealer and form an integral part of the Agreement, to the extent other terms have not been agreed upon between the Parties in writing. Any reference herein to the Agreement shall be construed as including these General Terms.

1.2 Definitions. In these General Terms

“**Agreement**” means the agreement, either in the form of a mutually executed written agreement, in the form of a written offer accepted by the Dealer, or the Dealer’s order and Permobil’s confirmation thereof, whereby the Dealer agrees to purchase and Permobil agrees to sell Products, or any other agreement in which reference to these General Terms is made;

“**business days**” means days on which banks are open for general non-internet business at Dealer place of business;

“**Confidential Information**” means all information (however recorded or preserved), including the contents of the Agreement, financial information, trade secrets and know-how, and other information attributable to the parties or their affiliates, Agreement but excluding (i) information which is or becomes known to the general public other than through a breach of an undertaking of confidentiality towards either party; (ii) information which the receiving party can show was in its lawful possession before receiving such information from the other party; and (iii) information which a party has received or receives from a third party without any lawful restraints as to the disclosure thereof;

“**Dealer**” means the party named in the Agreement as Dealer;

“**Information Package**” means the Warranty, user manuals, instructions, safety information sheets or other documentation relating to the Products that Permobil from time to time require Dealer to provide to end-customers;

“**IPR**” means any and all rights throughout the world in and to inventions (whether patentable or not), copy rights (including copyrights in software), trademarks, design rights, neighbouring rights, database rights, trade secrets, know-how and any other right of similar kind as any of the foregoing, whether registered or not, including the right to apply for registration of such right in any part of the world;

“**Permobil**” means the Permobil entity selling the Products;

“**Personal Data**”, “**Controller**”, “**Processor**”, “**process**”, “**processed**” and “**processing**” and cognate terms shall be construed in accordance with Regulation (EU) 2016/679, the General Data Protection Regulation (“**GDPR**”);

“**Product**” means the parts, components or other goods to be delivered by Permobil pursuant to the Agreement;

“**Product Recall or Field Safety Corrective Action**” means any recall or similar action to remove a Product from the market taken by any authority, governmental entity or Permobil, or a determination by Permobil that an event, incident or circumstance has occurred which may require a withdrawal, recall or such a market action of any Product; and

“**Sanction Regimes**” means any economic or trade embargoes and sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the EU, Her Majesty’s Treasury, OFAC, the United States Department of State, any other US government entity, as may be applicable to Permobil, the United Nations or any other relevant governmental or regulatory authority.

**2 PRICES**

2.1 Quotes. Prices and other terms set out in quotes are binding for Permobil only if set out explicitly and in written form. Unless otherwise agreed, quotes are binding only for a period of 30 days from the date of its issue.

2.2 Prices. If no prices have been agreed upon, Permobil’s official pricelist will apply, which may be updated without notice by Permobil in its sole discretion. Prices are exclusive of any tax, levy, duty or other similar charges.

2.3 Re-sale prices. The Dealer is free to set the re-sale prices of the Products at its sole discretion. Permobil may from time to time furnish the Dealer with a list of recommended retail prices for the Products.

**3 PURCHASE ORDERS**

3.1 Purchase Orders. Purchase order requests submitted by the Dealer are subject to acceptance by Permobil and shall not be binding until the earlier of (i) confirmation in writing or by EDI; or (ii) the date of shipment by Permobil (each request accepted accordingly a “**Purchase Order**”). In the case of acceptance by shipment, a binding Purchase Order is only formed as to the portion of the Purchase request actually shipped. All Purchase Orders are binding, non-cancellable, non-refundable and non-swappable.

**4 DELIVERY, INSPECTION AND TRANSFER OF TITLE**

4.1 Delay in Delivery. If Permobil in writing has guaranteed a specific date of delivery and Permobil is in material delay of delivery, the Dealer is entitled to terminate the relevant Purchase Order. The Dealer is entitled to claim compensation for its reasonable and direct expenses suffered or incurred due to such material delay, provided that such compensation shall not exceed 20% of the price of the Products in material delay. These are the sole and exclusive remedies available to the Dealer in the event of any delay in delivery by Permobil.

4.2 Terms of Delivery. Deliveries of Products shall be made Delivered At Place (DAP) to Dealers address set forth in the Purchase Order in accordance with Incoterms 2010. Notwithstanding the agreed Incoterm, Dealer will compensate for all freight costs, sales tax, import or export dues or duties, insurance,

packaging costs or any other possible costs Permobil may reasonably have in order to be able to deliver the Products.

4.3 Delivery. Dealer may reject a Product that fails to conform to such Purchase Order only if Dealer provides written notice thereof to Permobil within fifteen (15) business days from receipt of the Product.

4.4 Transfer of Title. Title to each Product purchased by the Dealer shall transfer upon receipt by Permobil of payment in full for such Product.

**5 PRODUCT MODIFICATIONS**

5.1 Modifications. The Dealer may not modify or alter the Products, their packaging or the Information Package without the prior written consent of Permobil.

**6 DEFECTS AND WARRANTY**

6.1 Notice of Defects. The Dealer shall notify Permobil of any defective Product within reasonable time from the discovery of such defect, however no later than one (1) week from the expiry of the period of liability in accordance with Section 6.3 below. The Dealer shall immediately notify Permobil if the Dealer has any reason to believe that a defective Product may cause personal injury or damage to property. All notices of defects must be made in writing and shall contain a detailed defect description and other documentation relevant to determine the nature and scope of the claimed defect.

6.2 Inspection of Claimed Defects. The Dealer shall upon request rapidly return the Product claimed to be defective to the place designated by Permobil for inspection no later than five (5) business days after receipt of Permobil’s request. Permobil shall reimburse the Dealer’s reasonable shipping costs for such return if the Product is found to be defective. Dealer shall compensate Permobil for any time spent and costs incurred if Permobil is requested to go to Dealer or a place designated by Dealer to handle trouble shooting or repairs.

6.3 Warranty. To the extent permissible under applicable law, Permobil is only liable for defects which appear within the time period stated in the original warranty document supplied by Permobil with the Product, in its original packaging (“**Warranty**”).

6.4 Qualifications. Permobil is only liable for defects which appear during normal handling and maintenance of the Products and when used for their intended purpose and not does not include defects or malfunctions caused by normal wear and tear or by alterations to the Product without the prior written approval of Permobil and always provided that repairs or replacements of parts have been made using original Permobil parts or other parts of equal or higher quality than original Permobil parts.

6.5 Remedy of Defects. Permobil shall remedy any defect in delivered Products which is attributable to Permobil and is due to faulty construction or materials. Upon receipt of written notice of a defect in accordance with Section 6.1, Permobil shall at its own discretion either (i) repair, (ii) replace, or (iii) reduce the purchase price for the defective Product by a reasonable amount.

6.6 Information relating to Products. The Information Package shall be included in each Product delivery to end-customer. Dealer undertakes to immediately request Permobil to provide Dealer with an Information Package should it be missing upon delivery of the Product.

6.7 Exclusive Remedies. Save as specifically provided for herein, Permobil shall not be liable for defective Products, and the remedies provided in this Section 6 shall be the sole and exclusive remedies available to the Dealer in the event of any defective Products.

**7 CUSTOMER CLAIMS**

7.1 Claims. The Parties shall cooperate in order to decide how any third party claim shall be handled, and shall keep each other informed of any relevant matters regarding the claim. Permobil shall be entitled, but not obliged, to intervene in any customer claim or complaint, in which case the Dealer shall provide reasonable assistance to Permobil. Dealer 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 Permobil’s request and at its own expense, Permobil shall be entitled to lead the defense of a third party claim against Permobil and/or Dealer for which Permobil may become liable, including but not limited to any litigation. Dealer shall be obliged to, without any compensation, provide to Permobil reasonable assistance, access to information and Dealer’s personnel. Dealer may participate in the defense of any such claim at its own expense.

**8 DEALER REQUIREMENTS AND PERFORMANCE**

8.1 Fitting and Instructions. Dealer is responsible for the final fitting of the Product for the end-customer and to instruct on safety and operation of the Product.

8.2 Registrations. The Dealer shall hold any registration, license or approval or otherwise required to market, sell or distribute the Products. Any foreign registration, certificate, license, or approval concerning the Products applied for by the Dealer shall name Permobil, or any of its affiliates as designated by Permobil, as the manufacturer of the Products.

8.3 Performance. The Dealer undertakes to perform its best efforts to promote the sale of the Products and shall maintain an effective, competent and adequately trained and staffed organisation to optimise the marketing, demonstration, distribution, use and service of the Products.

8.4 After-sales and other services. The Dealer shall provide prompt and adequate end-customer service, which shall include *inter alia* efficient taking of orders, responding to end-customer inquiries, fulfilling requests for quotes, providing maintenance and warranty repair services, providing spare parts to end-customers and providing any and all assistance and information reasonably required relating to the Products. The Dealer shall ensure that after-sales services are performed promptly, efficiently and with the highest standard of professional care and at the Dealer's sole expense. At minimum, such services shall be available on all business days.

8.5 Instructions and Guidelines. The Dealer undertakes to comply with any instructions or guidelines issued by Permobil from time to time.

## 9 INCIDENT REPORTING, PRODUCT RECALL AND FIELD SAFETY CORRECTIVE ACTION

9.1 Product Recalls and Field Safety Corrective Actions. If any governmental entity, authority or Permobil issues a Product Recall or Field Safety Corrective Action, Permobil shall give the Dealer notice thereof. Permobil shall have the right to control the arrangement of any Product Recall or Field Safety Corrective Action and the Dealer shall co-operate fully and take any appropriate action (as determined by Permobil) in connection therewith to bring the affected Products into conformity, to withdraw or to recall it, handle notifications to any relevant third parties and to prepare and maintain relevant records and reports.

9.2 Records and traceability. The Dealer shall for 10 years after the last Product has been made available by Dealer on the market (or longer if required under Applicable Law) keep full and accurate books of accounts and records relating to Products that each customer has bought in order to facilitate the tracking of Products (including model number and serial number or UDI). The records shall clearly show all enquiries, transactions and proceedings, modifications, incidents or suspected incidents or actions relating to the Products, warranty claims, non-conforming devices, modifications and repairs, and in particular include information on the affected Product, the nature and scope of the claimed defect.

9.3 Claims and Product Liability. The Dealer shall promptly refer to Permobil for exclusive response to customer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or reputation of Permobil and shall immediately notify Permobil of any such governmental or customer inquiries or complaints regarding the Products about which the Dealer becomes aware.

9.4 Non-Conformity. If Dealer becomes aware that a Product is not in conformity with applicable laws, Dealer shall immediately inform Permobil and shall cooperate to ensure that the necessary action is taken.

9.5 Reporting and Co-Operation. The Dealer shall at all times comply with the requirements on reporting, dead-lines and co-operation of incidents, complaints, warranty claims and repairs as notified by Permobil from time to time. Without limiting the foregoing, the Dealer undertakes to co-operate fully with all governmental investigations of incidents involving or relating to the Products and otherwise cooperate with Permobil and competent authorities in any request to make available documentation, information, samples of or access to a device or to carry out inspections of their premises.

## 10 TERMS OF PAYMENT

10.1 Payment. The Dealer shall make payment in full for any purchased Products within net thirty (30) days of the date of Permobil's invoice.

10.2 Default Interest. Permobil shall be entitled to receive interest on overdue payments calculated per year with an interest rate of ten (10) per cent per annum, unless mandatory applicable law requires a lower interest rate for late payments (in which the highest permitted rate will apply). In addition, Permobil may suspend performance of its obligations under the Agreement in whole or in part until payment is received in full, subject to prior written notification to the Dealer.

10.3 Set-off. Permobil shall be entitled but not obliged at any time or times to set off any liability of the Dealer to Permobil against any liability of Permobil to the Dealer (in either case howsoever arising and whether any such liability is present or future).

## 11 IPR

11.1 Trademark License. The Dealer is granted a limited, non-exclusive, non-transferable and royalty-free license to Permobil's trademarks related to the Products for the Dealer to use during the term of the Agreement for marketing purposes only, provided it is in accordance with Permobil's guidelines, as amended from time to time, and these General Terms. No other use of any Permobil IPR is allowed hereunder.

11.2 Markings. The Dealer may not remove, change or interfere with any trademark, trade name, insignia, copyright notice, serial number, label, tag or other markings affixed to the Products (or any documentation, packaging or containers relating thereto).

## 12 COMPLIANCE

12.1 General. The Dealer complies with (i) all applicable law and regulation, including national and international trade and export control rules and regulations and embargoes, decisions by public authorities and international recognised standards, (ii) applicable trade association regulation, including the Code of Ethical Business Practice issued by MedTech Europe and (iii) Permobil's Code of Conduct as updated from time to time and notified to the Dealer. Without limitation of other obligations under the Agreement, the Dealer shall not engage, participate or otherwise become involved in any activity or course of action that, in Permobil's sole discretion, would adversely affect or be harmful to the image, reputation or goodwill of the Products, Permobil or its affiliates.

12.2 Sanction Regimes and Export Control. The Dealer will not sell any Product without all requisite export licenses and approvals from the applicable governmental agency or authority, the country of origin and the original country of export. In addition, the Dealer will not sell or export any Product in breach of any export control regulation or to any party listed on, affiliates with or target to any Sanctions Regimes. The Dealer shall upon request provide Permobil with copies of all relevant documents to show and ensure compliance with applicable export control regulation.

12.3 Anti-Corruption and Anti-Money Laundering. The Dealer, including its affiliates and sub-contractors, has not violated any applicable anti-corruption law; and shall not cause Permobil to violate any anti-corruption laws in connection with any activities involving Permobil. The Dealer shall not pay, offer, promise, or authorise the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business or for any other purpose prohibited by any anti-corruption law, including so called "facilitations payments".

12.4 Cooperation and Investigations. The Dealer agrees to cooperate, fully and truthfully with Permobil in any of the matters referred to in this Section 12, including issuing a statement of compliance, and in any investigation of potential breach of this Section 12.

12.5 Remedies. Permobil may suspend delivery, withhold payment under the Agreement or terminate the Agreement with immediate effect in the event it concludes, in its absolute discretion, that any representation or warranty in this Section 12 has been breached or that such breach is likely to occur. Furthermore, Permobil shall have no obligation to fulfil the Agreement if such fulfilment is prevented by any impediments arising out of applicable laws, rules or regulations.

## 13 PROCESSING OF PERSONAL DATA

13.1 Permobil's Processing as Controller. The Dealer agrees that Permobil may, as a result of the Agreement, process Personal Data relating to Dealer, its representatives, personnel and end-customers for the purposes of (i) fulfilling obligations under the Agreement, such as fulfilling Purchase Orders, conducting repairs and maintenance; (ii) distributing marketing materials, information letters and similar communications; and (iii) complying with any legal or regulatory obligation imposed on Permobil from time to time, and that Permobil may process such Personal Data in any country in which Permobil and its affiliates maintain facilities. Permobil will act as a Controller with respect to such processing.

13.2 Permobil's Processing as Processor. The Dealer agrees that Permobil may on behalf of Dealer, process Personal Data relating to Dealer's end-customers, such as names, addresses, health information, for the purposes of (i) fulfilling its obligations under the Agreement, such as performing deliveries or customizing the Product; and (ii) complying with any legal or regulatory obligation imposed on Permobil from time to time. Dealer agrees that Permobil may process such Personal Data in any country in which Permobil and its affiliates maintain facilities. Permobil will act as a Processor with respect to such processing and is responsible for ensuring that such Personal Data is processed in accordance with applicable law.

13.3 Personal Data Processing Requirements. Permobil confirms that when acting as a Processor on behalf of Dealer it will:

- (a) only process Personal Data in Accordance with the Agreement and on documented instructions of Dealer;
- (b) implement and maintain appropriate technical and organizational measures to protect the Personal Data (however, Dealer is solely responsible for making an independent determination as to whether the technical and for organizational measures meet Dealer's requirements, including any of its security obligations under applicable law);
- (c) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor; and in this regard Dealer hereby gives a general authorisation for Permobil to engage such other processors;
- (d) taking into account the nature of the processing, assist the Dealer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Dealer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;
- (e) assist the Dealer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Processor;
- (f) at the choice of the Dealer, delete or return to Dealer all personal data at the end of the Agreement unless applicable law requires storage of the Personal Data; and
- (g) make available to the Dealer all information necessary to demonstrate compliance with the obligations laid down in this section and allow for and contribute to audits, including inspections, conducted by the Dealer or another auditor mandated by the Dealer. With regard to point (h) of this section 13.3, Permobil shall immediately inform the Dealer if, in its opinion, an instruction infringes GDPR or other EU union or member state data protection provisions,

provided that Permobil in relation to point a), e), f), g) and h) is entitled to compensation for costs and work performed in connection therewith with instructions from the Dealer.

13.4 Warranty of Supplied Data. The Dealer confirms that any Personal Data disclosed to Permobil in connection with the Agreement has and will be processed in accordance with applicable laws and all relevant requirements and guidance notes issued from time to time by any governmental entity and in particular that the Dealer has obtained any legally required authorisations or

consents to the processing of such Personal Data by Permobil and that Dealer informs applicable data subjects of the processing and that Permobil's privacy policy for processing of Personal Data is available on Permobil's website.

13.5 Dealer's Processing as Controller. If and to the extent Personal Data will be collected from Permobil by Dealer being *inter alia* name and business email of Permobil personnel, Dealer shall process such Personal Data only for communication purposes related to this Agreement and for complying with any legal or regulatory obligation. Dealer will act as a Controller with respect to such processing and shall fulfil its obligations as Controller under applicable law in connection therewith.

13.6 Further Authorisations and Consents. Upon Permobil's request, the Dealer shall use its best efforts to facilitate authorisations or consents by end-customers to Permobil's processing of data for the purposes of research and product development.

## 14 LIABILITY AND INSURANCE

14.1 Liability. The Dealer shall indemnify, defend and hold harmless Permobil, from and against any claims, liabilities, losses, damages, together with costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) any breach of or failure by the Dealer in performing its obligations in accordance with the Agreement; or (ii) the negligence or intentional misconduct of the Dealer.

14.2 Insurance. During the term of the Agreement and for two (2) years thereafter, Dealer shall at its own expense maintain (a) general liability insurance (including contractual liability coverage) and product liability insurance, in each case at customary levels for the Products in the territory in which the Products are sold and (b) any other insurance required pursuant to Applicable Law.

14.3 Limitation of Liability. The total aggregate liability of Permobil under the Agreement shall not exceed fifty per cent (50%) of the amount paid by the Dealer to Permobil for Products during the calendar year in which such liability arises. Neither Permobil nor any of its affiliates shall be liable to the Dealer for any indirect, consequential (including but not limited to any loss of profits or business opportunities), exemplary, incidental, indirect or punitive damages or costs (including legal fees and expenses) or loss of goodwill or profit.

## 15 FORCE MAJEURE

15.1 Effects of Force Majeure. Performance by either party of their obligations under the Agreement shall be extended by any period of delay caused by Force Majeure. "Force Majeure" means, without limitation, acts of God, actions or orders of any government, court or regulatory body having jurisdiction, fires, floods, windstorms, explosions, riots, natural disasters, war, revolution, civil riot, strikes, walkouts or other labour disturbances, blockade, embargo, riot, civil disorder, shortage of raw materials or material inputs, lack of availability of transportation, or any other act whatsoever, whether similar or dissimilar to those referred to herein, which is beyond the reasonable control of a party who is obligated to render performance (but excluding financial inability to perform).

15.2 Duty to Notify. Any party affected by an event of Force Majeure shall immediately inform the other party in writing of the beginning and the end of such occurrence. If an event of Force Majeure continues for a period of three (3) months or more, either party may terminate the Agreement with immediate effect by giving the other party written notice thereof.

## 16 CONFIDENTIALITY

16.1 Duty. Each party undertakes to (i) not disclose any Confidential Information to any person other than any of its directors or employees or to its professional advisers who needs to know such information; (ii) not use any Confidential Information other than for the purpose of the proper performance of its obligations under the Agreement; and (iii) procure that any person to whom any Confidential Information is disclosed complies with these restrictions.

16.2 Exceptions. Notwithstanding the provisions of Section 16.1, a party may disclose Confidential Information (i) if and to the extent required by applicable law or for the purpose of any judicial proceedings; (ii) if and to the extent required by any securities exchange or regulatory or governmental body to which the party is subject.

## 17 MISCELLANEOUS

17.1 Amendments. Permobil reserves the right to at any time and its discretion amend these General Terms. Any such amendments become effective automatically unless Dealer rejects the same by notifying Permobil no later than 30 days from the sooner of either (a) the date on which they were posted on Permobil's webpage, or (b) when they were notified to Dealer in writing. Dealer's placement of a purchase request shall constitute a direct acceptance of these General Terms as amended on the date of placement of the purchase request. If Dealer rejects Permobil's amendment, then Permobil may either (i) notify Dealer that these General Terms will continue to apply as worded prior to the proposed amendment; or (ii) terminate this Agreement with 30 days' notice.

17.2 Legal Relationship. The Dealer shall purchase the Products as an independent contractor and sell the Products in its own name, on its own behalf and at its own risk. The Agreement does not create a relationship of employment, agency, commission agency, franchise, partnership or joint venture.

## 18 GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law. The Agreement shall be governed by and construed in accordance with Swedish law without giving effect to its choice of law principles, except that:

(a) if the contracting Permobil entity has its principal place of business in the United States, then the Agreement shall instead be governed by the substantive laws of Tennessee;

(b) if the contracting Permobil entity has its principal place of business within EU or the UK, then the Agreement shall instead be governed by the substantive laws of that country; and

(c) if neither (a) or (b) above apply and both Dealer and the contracting Permobil entity has its principal place of business in the same territory outside Sweden (the "Local Territory"), then the Agreement shall instead be governed by the UNIDROIT Principles (2010), supplemented when necessary by the substantive laws of the Local Territory.

18.2 Dispute Resolution. For agreements governed by US law, the following apply: All claims, disputes or controversies arising out of or relating to any underlying agreement or this Agreement 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 agrees 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. For agreements governed by any other law, the following apply: Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Arbitral Tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

18.3 Confidentiality. All arbitral proceedings conducted with reference to this arbitration clause and all information arising therefrom shall be kept strictly confidential, and all information, documentation, material in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purposes of those proceedings.

18.4 No limitation of Permobil's Rights. Notwithstanding anything to the contrary above, Permobil shall be entitled to commence proceedings to recover any amounts due in any courts having jurisdiction over the Dealer or any of its assets.