

# General Terms and Conditions of Sale of Ergonomix B.V.

## Article 1: General Provisions

1.1 These terms and conditions apply to all agreements and obligations between Ergonomix B.V., registered in Driebergen, Netherlands (hereinafter "Ergonomix"), and its buyers or clients ("Buyer"), whether arising from agreements or legal provisions. Orthostand and Podox are trading names of Ergonomix B.V.

1.2 Deviations or additions to these terms are only binding if explicitly agreed upon in writing by Ergonomix.

1.3 If any provision conflicts with statutory regulations, it will be interpreted to comply with such regulations. If compliance is not possible, the provision will be deemed inapplicable, without affecting the remaining terms.

1.4 Ergonomix explicitly rejects the applicability of the Buyer's terms and conditions. The term 'Buyer' is also deemed to refer to the client.

1.5 Ergonomix reserves the right to amend these terms and will notify Buyers in a timely manner via email.

## Article 2: Offers and Agreements

2.1 All quotations and offers, including those made by representatives, are non-binding and may be revoked at any time.

2.2 Orders can be placed via the Ergonomix webshops or sent by email.

2.3 Offers are valid for 30 days. After this period, they may be subject to adjustments.

2.4 Agreements are established upon written confirmation by Ergonomix.

2.5 If Ergonomix has not confirmed the agreement in writing, then the commencement of execution, delivery, or performance of a service will suffice as proof of the agreement's existence and date.

2.6 Ergonomix reserves the right to revoke an accepted offer within two working days.

2.7 Changes to orders initiated by the Buyer may incur additional costs, which will be borne by the Buyer. Changes must be reported to Ergonomix as soon as possible. If changes are reported too late, Ergonomix reserves the right to disregard them when executing the order.

## Article 3: Prices and Delivery

3.1 Prices are exclusive of VAT, import duties, taxes, shipping, assembly, and other related costs unless otherwise specified. Ergonomix reserves the right to amend the price list each quarter as necessary. After amendment, all previous price lists will be cancelled, apart from the orders that are already current.

3.2 Unless agreed otherwise, delivery is EXW (Ex Works). Delivery occurs when items are made available to the Buyer.

3.3 Multiple products are delivered in parts, packed on a pallet to importers to minimize shipping and warehouse costs.

3.4 Orders will only be prepared for dispatch if the total of the order amounts and any outstanding invoices at that time do not exceed the assigned credit line or credit terms. These limits are determined based on the payment terms, credit information and past payment history.

3.5 The place of delivery is as specified in the order confirmation. Any changes to this must be agreed upon with Ergonomix in advance and confirmed in writing.

3.6 If Ergonomix arranges transportation, all transportation costs and related risks are borne by the Buyer from the moment of loading.

3.7 Items are at the Buyer's risk from the moment of delivery as defined in Article 5.

3.8 Delivery timelines are indicative and not binding. Delays will be communicated.

3.9 The Buyer must accept delivery when items are made available. If the Buyer refuses to take delivery or is negligent in providing the necessary information or instructions for delivery, the items will be stored at the Buyer's risk, who will owe all additional costs, including storage costs.

3.10 In principle, Ergonomix will never take back delivered items. However, if Ergonomix expressly permits the Buyer to return any item, the item will be transported at the Buyer's risk, with loading, transportation, storage, and any additional costs borne by the Buyer.

## Article 4: Complaints

4.1 Upon delivery, the Buyer must promptly examine the purchased items for quantity, type, soundness, and other qualities. Any discrepancies must be reported to Ergonomix in writing (by e-mail) within eight days of delivery, or no later than eight days after any discrepancies could reasonably have been identified, with a simultaneous written confirmation (by e-mail). Minor deviations in color, material structure, or final finishing are not grounds for complaints.

4.2 The evaluation of whether the item complies with the agreed-upon specifications will be based on its condition at the time of delivery.

4.3 The Buyer must keep unused items that are the subject of a complaint at a suitable location at Ergonomix's disposal. Ergonomix must be granted prompt access to the location(s) where these items are stored. The Buyer is not permitted to return these items without Ergonomix's consent. If items are returned without consent, the Buyer will bear the associated costs.

4.4 If the Buyer fails to submit a complaint within the timeframe specified in Article 4.1, fails to confirm the complaint in writing, or fails to comply with the previous paragraph, the Buyer will be deemed to have accepted the delivered items as sound in all respects, and all rights to claim will end.

4.5 When goods are collected, complaints cannot be submitted once the items have been loaded. Therefore, goods must be checked on-site before collection. Goods not collected according to the arrangement will be dispatched via the normal routing.

4.6 Ergonomix can only accept returns if accompanied by a credit order number issued by Ergonomix, based on the original invoice, and with proper packaging.

4.7 Ergonomix must receive returned goods no later than 45 working days after receiving the confirmation that they are being returned. If goods are not properly packed, Ergonomix reserves the right to charge additional credits and/or packing costs.

4.8 All rights to submit a complaint come to an end when some or all of the delivered items have started being used.

## Article 5: Retention of title

5.1 Ownership of the items sold by Ergonomix to the Buyer and delivered to them does not transfer to the Buyer until the Buyer has fully fulfilled all their obligations towards Ergonomix.

5.2 The obligations referred to in Article 5.1 include all compensation, such as interest, penalties, and costs, that the Buyer owes or will owe Ergonomix due to the Buyer's failure to fulfill these obligations properly or on time.

5.3 The Buyer agrees to insure, and keep insured, the delivered items under retention of title against fire, explosion or water damage, and theft. The Buyer must pledge all claims on insurers to Ergonomix and provide Ergonomix with the relevant insurance policy for review.

5.4 Items delivered by Ergonomix under retention of title may only be resold by the Buyer in the normal course of business. In such cases, the Buyer is obliged to deliver these items under the retention of title provision.

5.5 The Buyer is prohibited from pledging or establishing any other right on the items delivered by Ergonomix under retention of title.

5.6 Ergonomix may reclaim items if the Buyer fails to meet their obligations. Non-compliance incurs a daily penalty of 10% of the owed amount.

5.7 If the Buyer fails to fulfill their obligations under Article 5.2 and/or Article 5.3 or if there is a reasonable fear that they will fail to do so, Ergonomix is entitled to remove the delivered items from the Buyer or from third parties holding the items for the Buyer. The Buyer is obliged to fully cooperate with this removal, failing which they will incur a penalty of 10% of the amount owed for each day of non-compliance. The sum owed by the Buyer remains due and payable in full.

## Article 6: Liability

6.1 Ergonomix's liability is limited to insurance payouts or the net invoice amount. Consequential damages are excluded.

6.2 Claims for defects must be submitted within eight days of discovery.

6.3 Any claim for compensation arising from Ergonomix's liability for defects in delivered items or performed services will become time-barred one year after the date of delivery.

6.4 Ergonomix is not liable for damages caused by third-party actions or incorrect information provided by the Buyer.

6.5 Ergonomix's liability for losses resulting from acts, errors, or negligence by individuals or parties not employed by Ergonomix, but whose services Ergonomix utilizes, is limited as per Article 6.1.

## Article 7: Cancellation and termination

7.1 Buyers may not terminate agreements extrajudicially due to Ergonomix's shortcomings.

7.2 An agreement will be deemed terminated by operation of law if the Buyer, without just cause, refuses to accept delivery of the sold items. This does not affect Ergonomix's right to the value of the items and compensation. Ergonomix also has the right to terminate the agreement if the Buyer is declared insolvent, applies for a moratorium, or requests the application of the WSNP Act (Dutch Debt Management (Natural Persons) Act). In such cases, Ergonomix owes no compensation to the Buyer. Any amounts already paid by the Buyer to Ergonomix will remain due.

7.3 The cancellation of an order (i.e. before it is delivered) by the Buyer is not possible, unless expressly agreed otherwise. If the Buyer cancels an order in whole or part despite this, then he is obliged to comply with the following conditions: and may incur fees for cancellation costs:

- 10% of the net invoice amount (€150 minimum) if canceled within five working days of order confirmation.
- 35% of the net invoice amount (€250 minimum) if canceled within ten working days of order confirmation.
- Special customizations cannot be canceled and will be charged at a rate of 100%.
- If the delivery date is delayed by the Buyer, handling and storage costs will be charged.

7.4 Return shipments and crediting will only be accepted if Ergonomix has given prior consent to the return shipment and if the return shipment is made carriage paid. For crediting, a fee of 35% of the net invoice amount (with a minimum of €200) will be charged. This fee contributes to administration, logistics, and examination costs.

## Article 8: Compensation

8.1 The Buyer is obligated to compensate Ergonomix for all additional losses resulting from the Buyer's shortcomings, in addition to the right to compensation for non-fulfillment

8.2 Such losses include, but are not limited to:

Interest: 1% per month on the unpaid portion of claims, starting from the date the Buyer defaults until full payment is received.

Collection Costs: All costs incurred by Ergonomix for collection after notice of default. This includes expenses for returned bills, receipts, protests, and extrajudicial and judicial collection costs. Legal assistance costs are subject to the Dutch Act on extrajudicial collection costs.

## Article 9: Warranty

9.1 There is a thirty six (36) months limited warranty on the Orthostand One with the following exclusions: The Platform, actuators, control box and cables have a twenty four (24) months warranty.

9.2 The warranty starts on the date of invoice of the orthopaedic lift to the Buyer from the Importer, or from the Manufacturer in countries with no appointed importer. Therefore, Buyer must register within three months after the date of invoice of the orthopaedic lift for the right to warranty by using the QR code or NFC sticker on device or on the website <https://www.orthostand.com/connect>.

This action also includes an e-mail of the original purchase invoice and serial number to connect@orthostand.com. This information may also be e-mailed to connect@orthostand.com. This is required to validate the warranty and its starting day being the date of invoice. Without an intime previous registration, the guarantee claim cannot be honoured.

9.3 Manufacturer will assess whether the guarantee claim is justified.

9.4 Products that due to a manufacturing fault become defective during the guarantee period will be repaired by the distributor who sells these in its appointed region. If there is no importer, then the customer who imported the Orthostand will need to find local assistance to repair the Orthostand at its own labour costs. Manufacturer shall, at its election and expense, replace defective Parts by replacing them within a reasonable time, to be shipped together with a next order, provided that the Buyer notifies the Importer of the warranty claim without undue delay after having discovered it and within the warranty period.

9.5 The warranty does not cover defects that occur during or that are due in whole or part to: (i) normal tear and wear, (ii) accident or other external cause, (iii) incorrect storage, installation, service, maintenance or use, or (iv) repairs or alteration not approved by the Producer. Manufacturer also does not take any responsibility for devices or mechanisms that are linked to the orthopaedic lift by third parties or service providers.

9.6 If the guarantee claim turns out to be unjustified, then call-out charges and the actual labour costs and actual cost of components will be charged on a per-event basis.

9.7 The remedies set out shall be the exclusive remedies available to the Importer for defects in Products or Spare Parts.

## Article 10: Force majeure

10.1 Ergonomix is not liable for failures caused by events beyond its control, including:

- Natural disasters, war, threat of war or war circumstances, uprising or serious disturbances..
- Supply delays due to weather, technical faults, or supplier issues.
- Strikes, illness, or interruptions affecting Ergonomix or its suppliers.
- Damage to business assets caused by external forces like fire or storm.
- Government measures at a national or international level.
- Delays in product supply due to changes in planning or shortcomings of Ergonomix's vessel owners or suppliers.;

10.2 If Ergonomix doubts the Buyer's creditworthiness, it may suspend obligations and demand immediate payment or collateral.

## Article 11: Payment

11.1 Payments must be made within 30 days of the invoice date unless otherwise agreed. Payments must be free of deductions. Ergonomix reserves the right to demand advance or cash payments.

11.2 For orders exceeding €10,000 net (including VAT), the following payment arrangement applies unless other written agreements exist:

- 70% payment upon order confirmation: After receiving this payment, the lead time begins.
- The remaining amount is due no later than 30 days after delivery or collection of the goods.

These percentages are based on the initial order confirmation. Any order changes will be reflected in the remaining amount.

11.3 In case of the Buyer's liquidation, insolvency, or moratorium application, all obligations become immediately due.

11.4 After the deadline in Article 11.1, the Buyer is in default and owes interest of 1% per month on the unpaid portion of invoices, starting from the date of invoice.

11.5 In the case of late payment, Ergonomix is authorised in respect of this agreement to suspend the delivery of other items or to partially terminate it without judicial intervention and to demand full compensation from the Buyer.

11.6 Any payment made by the Buyer, irrespective of its amount or the Buyer's instructions, will in all cases be deemed to have been made in the first place to reduce the interest and collection charges owed at any

time, and then on the longest outstanding claim by Ergonomix, unless Ergonomix expressly declares otherwise in writing.

11.6 Any payment made by the Buyer, regardless of amount or instructions, will first reduce interest and collection charges owed, then apply to the longest outstanding claim by Ergonomix, unless otherwise stated in writing by Ergonomix.

11.7 Payments cannot be made to a representative of Ergonomix in respect of items delivered by Ergonomix.

11.8 All costs, commissions, taxes, and expenses related to payment or money transfer will be borne by the Buyer.

## Article 12: Intellectual property

12.1 The Buyer acknowledges Ergonomix as the sole developer of Orthostand, Podox or Ergonomix and recognizes that Ergonomix owns all rights, title, and interest in the intellectual property related to the lift, or the human force powered dual workstation, including designs, models, patents, trademarks, know-how, and future developments. Any changes and improvements made by the Buyer will automatically become part of Ergonomix's IP and know-how.

## Article 13: Applicable law and competent court

13.1 All agreements entered into by Ergonomix, including their formation, execution, and interpretation, are solely governed by Dutch law.

13.2 All disputes arising from these agreements will be submitted to the Netherlands Commercial Court in Amsterdam, The Netherlands, with English as the language of proceedings.