

General Terms and Conditions of Sale of Podox B.V.

Article 1: General points

1.1 These general conditions apply to the formation and execution of all obligations between Podox B.V. with registered office in Driebergen, the Netherlands, hereinafter referred to as 'Podox', and its buyers or clients, hereinafter referred to as 'the Buyer' or 'Buyer', that have arisen either as the result of an agreement or the law. Orthostand is a trading name of Podox B.V.

1.2 Departures from, additions to and stipulations that are contrary to these conditions are only binding for Podox if and in so far as they are expressly accepted by Podox in writing.

1.3 If any provision of these conditions turns out to be contrary to a statutory regulation then this provision will be read in such a way that the inconsistency is eliminated. Should this prove to be impossible, then this provision will remain inapplicable, whereby the remaining provisions will continue to be applicable.

1.4 Podox expressly rejects the applicability of the Buyer's general conditions. The term 'items' in these conditions will also be deemed to the orthopaedic lift. The term 'Buyer' is also deemed to refer to the client.

1.5 Podox is entitled to revise and/or amend the content of these general conditions. The Buyer will be informed about this by e-mail in a timely way.

Article 2: Offer and acceptance

2.1 All quotations and offers made by or on behalf of Podox – including if made by a representative and irrespective of whether this party was authorised to do so – for the delivery of items or the performance of services how so ever quoted are without obligation and may be revoked at any time.

2.2 An order must be placed via Podox's webshop. The Buyer must have a customer reference to use the webshop. When registering as a user at the webshop, the Buyer will be given a unique username and password. The order is entered directly into Podox's system and is checked by Podox. In the period of time Podox has no functioning webshop, orders are placed by email.

2.3 All quotations and offers are valid for 30 days. If not accepted by this deadline then the offer/quotation lapses. If the offers/quotations are accepted after this 30-day deadline then they may now have been amended, including but not limited to changes in pricing.

2.4 Agreements are formed by written (e-mail) confirmation by Podox.

2.5 If Podox has not confirmed the agreement in writing then the mere fact of each commencement of execution or delivery or of the performance of a service is sufficient proof of the existence and date of the agreement.

2.6 Podox is entitled to revoke an offer made to a Buyer that the latter has accepted, provided that Podox does so no more than two working days after acceptance, if Podox does not wish to enter into the agreement for reasons of its own.

2.7 Changes to the order that are the Buyer's fault may have consequences for the order. Any costs involved in this will be borne by the Buyer. Changes must be reported to Podox as soon as possible after they become known. If any changes are reported to Podox too late, then Podox reserves the right to disregard the changes when carrying out the order.

Article 3: Price and delivery

3.1 All prices quoted in the General price list are recommended retail prices that exclude both VAT and the costs of dispatch, assembly, transportation and insurance, unless expressly stated otherwise. Service costs and signing-on costs are quoted as net prices exclusive of VAT. Podox 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 otherwise agreed, Podox delivers items, EXW ('ex works'). The delivery of items by Podox to the Buyer takes place at the time when the purchased items are placed at the Buyer's disposal.

3.3 Podox delivers the orthopaedic lift in parts with a manual for the assembly to make efficient shipments. For assembly, an additional 3% discount is already included in the total discount of the sales price granted to importers.

3.4 Orders will only be prepared for dispatch if between them the order amounts and the invoices outstanding at that time do not exceed the individual credit line or the credit term. These limits are set using credit information and past payment history.

3.5 Place of delivery is the place stated in the order confirmation. This may only be departed from if this has been discussed beforehand with Podox and confirmed in writing.

3.6 If Podox handles the transportation, then the costs of transportation and the risk are for the Buyer's account from the loading onwards.

3.7 Unless expressly agreed otherwise in writing, sold items are for the Buyer's risk from the moment of delivery, the above with due observance of the provisions of Article 6 in respect of the retention of title.

3.8 Agreed delivery deadlines can never be deemed to be strict deadlines. If the agreed deadline is exceeded then Podox will consult with the Buyer.

3.9 The Buyer is obliged to take delivery of the purchased items as soon as they are made available to him or as soon as they are delivered to him in line as agreed upon.

3.10 If the Buyer refuses to take delivery or is negligent in providing information or instructions that is/are needed for delivery, then the items will be stored at the Buyer's risk, who will owe all additional costs, including in all cases the storage costs.

3.11 In principle, Podox will never take back delivered items; in the event that Podox for whatever reason expressly permits the Buyer to return any item, then this item will in all cases be transported at the Buyer's risk, with loading, transportation, storage and any additional costs arising from them being borne by the Buyer.

Article 4: Complaints

4.1 Without delay after delivery, the Buyer must examine the item he has bought (or arrange for this to be done) with regard to quantity, type, soundness and other qualities and must report any differences to Podox in writing (by e-mail) within eight days of delivery, or else no later than eight days after any differences could reasonably have been established, with simultaneous dispatch of a confirmation in writing (by e-mail). Minor deviations in colour, structure of the material or final finishing are no grounds for making a complaint.

4.2 In all cases, the evaluation of whether the item complies with that which was agreed for it will be made according to the condition it is in at the time of delivery.

4.3 The Buyer will keep unused those items that he has submitted a complaint about at a suitable location at Podox's disposal, who will also be allowed to promptly access the location(s) where the items are stored. The Buyer is not permitted to send these items back without Podox's consent. If this is done after all, then the costs of this will be borne by the Buyer.

4.4 If the Buyer has failed to submit a complaint by the deadline set in Article 4.1 or has failed to confirm the complaint in writing or has failed to comply with that laid down in the previous paragraph, then the Buyer will be deemed to have accepted the delivered item(s) as being sound in all respects and with all rights to claim in this regard coming to an end.

4.5 When goods are collected, it is no longer possible to submit a complaint once they have been loaded up. Accordingly, the goods have to be checked on-the-spot before collection takes place. Goods that are not collected in line with the arrangement made will be dispatched using the normal routing.

4.6 Podox can only accept returns if they are provided with a credit order number issued by Podox that is based on the original invoice, and with proper packaging.

4.7 Podox must have received the goods no later than 45 working days after receipt of the confirmation that they are being returned. If the goods are not packed, then Podox 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 Podox to the Buyer and delivered to him does not pass to the Buyer until (and then as soon as) the Buyer has fully fulfilled all his obligations towards Podox.

5.2 The obligations referred to in Article 6.1 are also deemed to include all compensation, including interest, penalties and costs, that the Buyer owes or will owe Podox in respect of the Buyer's failure to fulfil these obligations or its failure to do so properly or on time.

5.3 The Buyer undertakes to insure, and keep insured, the delivered items under retention of title against fire, against damage from explosion or water, and against theft, to pledge all his claims on insurers to Podox and to provide Podox with the insurance policy in question for the latter's perusal.

5.4 Those items that Podox delivers under retention of title may only be resold by the Buyer in the normal conducting of a business, in which case the Buyer is in its turn obliged to deliver these items subject to the provision of retention of title.

5.5 The Buyer is prohibited from pledging, or from establishing any other right on, those items that Podox has delivered under retention of title.

5.7 If the Buyer fails to fulfil his obligations as referred to in Article 6.2 and/or Article 6.3 or if there is a reasonable fear that he will fail to do so, then Podox is entitled to remove the delivered items from the Buyer or from third parties who are holding the item for the Buyer or to arrange for this removal, which removal the Buyer is obliged to fully cooperate with, in the absence of which he will incur a penalty in favour of Podox in the amount of 10% (ten percent) of the sum that he owes for each day that he continues to fail. The sum owed by the Buyer continues to be due and payable in full.

Article 6: Liability

6.1 In the event of Podox being liable for any defect that arises during any act that Podox has performed or that can be attributed to Podox, without the circumstance mentioned in Article 7.1 applying, then this liability will be limited to the amount of the payout made under Podox's insurance policy, if and in so far as this liability is covered by its insurance policy; if the insurance policy does not make a payout or the claim is not covered by the insurance policy or if Podox has not insured these risks then the liability is limited to the net invoice amount of the delivery in question or service performed, but in any case to a maximum amount of € 3,280.00 (three thousand two hundred eighty euros).

6.2 In the event of defects in the items delivered by or in services provided by Podox, the Buyer must claim from Podox no later than eight days after he identified the defect or reasonably could have identified it.

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

6.5 Podox's liability for losses that are the result of acts, errors or negligence on the part of persons (including parties) who are not in Podox's employ but whose services Podox is using will be limited in accordance with the provisions of Article 7.2.

6.6 If a person as referred to in Article 7.5 is claimed against in respect of losses that are caused by him during the execution of a task for Podox, then he will be entitled to invoke any limitation or exclusion of liability stipulated by Podox in respect of Podox's co-contracting party.

6.7 Podox can never be held liable for losses and/or defects in delivered items or performed services that have arisen as the result of incorrect and/or incomplete information provided by or on behalf of the Buyer.

6.8 Podox can never be held liable for consequential loss/damage suffered by the Buyer.

Article 7: Cancellation and termination

7.1 The Buyer's authority for extrajudicial termination due to a shortcoming on Podox's part is excluded.

7.2 An agreement will be deemed to have been terminated by operation of law if and as soon as the Buyer without good grounds has refused to take delivery of the sold items, this without prejudice to Podox's right to their value and to compensation. Podox likewise has the right to terminate the agreement if the Buyer is declared insolvent, has applied for a moratorium or has requested that the WSNP Act (the Dutch Debt Management (Natural Persons) Act) be applied. In this case, Podox does not owe the Buyer any compensation. Any sums already paid by the Buyer to Podox will continue to be owed, however.

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:

- Specials with specific customisations cannot be cancelled or else will be charged on at a rate of 100%;
- The Buyer will owe 20% of the net invoice amount as cancellation costs (with a minimum of € 150) within 5 working days of sending the order confirmation;
- The Buyer will owe 35% of the net invoice amount as cancellation costs (with a minimum amount of € 250) 5 working days after sending the order confirmation. At that time, Podox has placed the entire order with its suppliers;
- If the delivery date is delayed, then handling and storage costs will be charged.

7.4 Return shipments and crediting will only be accepted if Podox has declared beforehand that it consents to the return shipment and if the return shipment is made carriage paid. In the case of crediting, costs in the amount of 35% of the net invoice amount will be charged (with a minimum of € 250). This is merely a contribution to the actual costs and is earmarked for the costs of administration, logistics and examination.

Article 8: Compensation

8.1 Without prejudice to the right to compensation by virtue of a shortcoming in its fulfilment, the Buyer is obliged to compensate Podox for all additional losses that the latter has suffered in respect of the Buyer's shortcoming.

8.2 The losses as referred to in Article 9.1 will in any case include:

- interest in the amount of 1% per month on the unpaid portion of claims, from the day that the Buyer's default commences to the day on which payment is made in full;
- all costs of collection after notice of default, including the costs of returning bills of exchange, receipts, protests, as well as for the extrajudicial and judicial payment collection costs that in Podox's reasonable opinion are necessary, which include the costs of legal assistance that are set by the Dutch Act to regulate 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 not 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 party who imported the product. 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 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.

9.8 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 The shortcomings that mean that Podox is unable to fulfil its obligations but that cannot be attributed to Podox and that cannot lead to compensation being paid to the Buyer, other than by virtue of unjustified enrichment, include:

›Any shortcoming as the unavoidable consequence of natural disasters, war, threat of war or war circumstances, uprising or serious disturbances.

›A shortcoming as the result of:

-a delay in the supply of a finished or other product due to unforeseen weather conditions;

-computer faults;

-a delay in the supply of a product due to amended or other planning or other shortcoming on the part of one of Podox's vessel owners or suppliers;

- illness of persons such that proper and/or timely fulfilment must be reasonably deemed to be impossible;
- strike, work interruption, work hindrance or similar actions in or in respect of the business of Podox, its supplier or of third parties whose services it uses;
- loss of/damage to business assets caused by fire, storm or external unforeseen causes;
- any measure by a national or international authority.

10.2 If after an agreement is formed Podox is of the opinion, for good reasons, that the creditworthiness of the Buyer is insufficient or that his payments will not be made either before or after the applicable payment deadline, then Podox is entitled, irrespective of the agreed payment terms, to demand from the Buyer either immediate payment of the sum owed or the provision of collateral for the sum owed, under suspension of its obligation to deliver.

Article 11: Payment

11.1 All payments must be made no later than 30 days after invoice date without any deduction or setoff, unless expressly stated otherwise on the invoice. Podox is at all times entitled to demand cash payment and payment in advance. If the Buyer has no registered office or domicile in the Netherlands then the payment must be made in advance, and accordingly before the delivery is prepared, unless otherwise agreed.

11.2 In the event of orders exceeding € 1.000 net (including VAT) in size, the following payment arrangement applies, unless other arrangements are agreed in writing:

- Payment upon order confirmation: 70%: after receipt of payment the lead time will start counting down;
- The remaining amount no later than 30 days after delivery of the goods.

The above percentages are calculated on the basis of the initial order confirmation. Any changes in the order will be passed on in the remaining amount.

11.3 In the case of the Buyer's liquidation, insolvency or application for a moratorium, his obligations will become due and payable immediately.

11.4 After the expiry of the deadline stated in Article 12.1, the Buyer will be in default and from this point of time onwards will owe interest in accordance with the provisions of Article 9.2.

11.5 In the case of late payment, Podox 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 Podox, unless Podox expressly declares otherwise in writing.

11.7 Payments in discharge of an obligation can never be made to a representative of Podox in respect of the item delivered by Podox.

11.8 All costs, commissions, taxes and other expenditure howsoever called that are owed in respect of the payment for items howsoever undertaken or that relate to the transfer of monies to this end will be borne by the Buyer.

Article 12: Intellectual property

12.1 Buyer unconditionally acknowledges Podox as the sole developer of the orthopaedic lift named Orthostand One or Podox 100 and that Podox owns and will retain all rights, title and interest in and to any and all worldwide intellectual property and proprietary rights embodied in the orthopaedic lift including the current designs, models, patents, trademarks, registered and non-registered knowhow, including future developments (regardless the actual "auctor intellectualis"), regarding the Device, which implies combinations of the characteristics: Integrated seat on a motorised height adjustable horizontal platform. All changes and improvements in the Device made by Buyer will automatically become part of IP and knowhow of Podox.

Article 13: Applicable law and competent court

13.1 All agreements entered into by Podox, as well as their formation, execution and interpretation, along with the acts Podox performs, are solely subject to Dutch law.

13.2 All disputes arising from the agreements referred to in the previous paragraph and from acts arising from them or related to them, even if just one of the parties deem the dispute in question to be a dispute, will be submitted to the Netherlands Commercial Court in Amsterdam, The Netherlands with English being the language of such proceedings.