

INVACARE FRANCE OPERATIONS

General Purchasing Conditions ("GPC")

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1. General

a) The following General Purchasing Conditions ("GPC") exclusively apply to all purchases by INVACARE FRANCE OPERATIONS (INVACARE FRANCE OPERATIONS OR "Buyer") from you or your affiliates ("Supplier", and together with Buyer, the "parties"). They apply to the same extent for the purchase of production materials (for the purpose of Buyer's own serial production, particularly raw materials, materials, construction groups, parts comprehensively) as for the purchase of replacement parts, tools or machines as well as other products of every kind (collectively referred to as the "products"), insofar as the applicability of one of the following provisions of these Purchasing Conditions is not expressly restricted to individual or certain kinds of purchase items.

By selling products to Buyer and by filling orders placed by Buyer, Supplier accepts these GPC.

b) General Terms & Conditions or other deviating conditions of the Supplier do not apply unless they have been expressly recognized by INVACARE FRANCE OPERATIONS in a signed written agreement. These GPC also apply in all cases where INVACARE FRANCE OPERATIONS accepts the Supplier's deliveries without objecting to its conditions which deviate from these GPC (regardless of whether they are known to INVACARE FRANCE OPERATIONS or not). All references by the Supplier to the application of its General Terms & Conditions are hereby expressly objected to.

c) These GPC also apply for all future transactions between Buyer and the Supplier.

d) The provisions of these GPC apply in addition to any and all other agreements which the parties enter into, including but not limited to any Logistic Specification, or any Supplier Quality Specification/Supplier Quality Agreement, or the terms set forth in the Code of Conduct for Suppliers, which Supplier agrees to comply with. In the event of a contradiction between any other agreement between the parties (the "agreements") and these GPC, the provisions entered into in the agreements shall prevail, insofar as they correspond to the requirements set forth in 1(b) sentence 1 hereof.

2. Offer, order

a) Enquiries made by INVACARE FRANCE OPERATIONS of the Supplier about the Supplier's products and the conditions of its delivery or requests by INVACARE FRANCE OPERATIONS regarding the making of an offer do not bind INVACARE FRANCE OPERATIONS in any way.

b) Orders placed by INVACARE FRANCE OPERATIONS (the "Orders") are only valid and binding if they are made in writing. Signature by INVACARE FRANCE OPERATIONS is not necessary. The written form is complied with if transmission is done by means of email or another electronic system.

c) A valid and binding contract between INVACARE FRANCE OPERATIONS and the Supplier including these GPC comes into existence as a result of:

(i) the written Order placed with the Supplier by INVACARE FRANCE OPERATIONS, and

(ii) express written acceptance (order confirmation) by the Supplier, which must be received by INVACARE FRANCE OPERATIONS within five working days after the date of the Order, or

(iii) commencement of delivery by the Supplier of the products ordered.

d) INVACARE FRANCE OPERATIONS can request changes to the products (particularly also with regard to the product's construction and design) from the Supplier even after the confirmation of the Order

by the Supplier. In such case, the Supplier shall inform INVACARE FRANCE OPERATIONS without undue delay about the ramifications of that change request, particularly with regard to the additional or reduced costs, as well as the delivery date, and the parties shall agree on a reasonable contract adjustment insofar as necessary.

3. Prices, payment terms

a) The price shown in an Order is binding. In the absence of agreement to the contrary, the price is understood to be "DDP" pursuant to Incoterms 2020, including packaging.

b) If INVACARE FRANCE OPERATIONS has to bear the freight costs in whole or in part pursuant to the agreed delivery terms, then INVACARE FRANCE OPERATIONS' shipping instructions (defined in the Logistic Specification <https://www.invacare.eu.com/documents-Suppliers>) shall apply, unless otherwise agreed in writing by INVACARE FRANCE OPERATIONS.

c) The invoice is to be sent without undue delay after delivery by separate mail to INVACARE FRANCE OPERATIONS' postal address, or electronically by email. If these prerequisites are not fulfilled, then INVACARE FRANCE OPERATIONS is not responsible for the delays arising therefrom in connection with the processing of the invoice and in connection with settlement.

d) Unless otherwise agreed by the Parties in writing and subject to compliance with legal provisions, the payment of the invoice may be made within 30 days after delivery and invoice receipt with a 3% discount, and at the latest shall be paid within 60 days after delivery and invoice receipt strictly net.

4. Delivery dates, default in delay

a) The delivery dates agreed upon with the Supplier are binding. For compliance with the delivery period, depending on the delivery term agreed upon, receipt of the products at the destination named by INVACARE FRANCE OPERATIONS or the timely making available of the products for collection from the Supplier's supply plant is authoritative.

b) Early deliveries are accepted by INVACARE FRANCE OPERATIONS only after written agreement. In the event of early delivery, INVACARE FRANCE OPERATIONS shall be entitled to use the agreed delivery date as the basis for the calculation of the payment date.

c) If the Supplier recognizes that a delivery date agreed upon with INVACARE FRANCE OPERATIONS or an agreed delivery quantity cannot be complied with, irrespective of numbers 4 a) – b) above, then it is obliged to inform INVACARE FRANCE OPERATIONS about this without undue delay in writing, naming the reasons, the probable duration of the delay and the impacts, as well as the measures that will be taken to remedy it.

d) Any additional expenses to either Party resulting from a delay in delivery, except in cases of force majeure, are the responsibility of the Supplier.

In the event of non-compliance with contractual delivery deadlines, the Buyer reserves the right:

1. To apply, unless otherwise agreed in a document signed by the Parties, automatically and without prior notice late penalties equivalent to 2% of the amount (excluding VAT) of the Orders Lines concerned per calendar day of delay, with such penalties being capped at 15% of the amount (excluding tax) of the Order and/or

2. To terminate the Orders under the conditions and according to the terms referred to in Section 16 "Termination".

These penalties are not dischargeable and shall be in addition to any damages that Buyer is entitled to under law for breach of Order deadlines by Seller. Buyer reserves all rights to seek damages arising out of such delay that it is entitled to under applicable law. The Buyer will notify the Supplier in writing of the amount of penalties resulting from the delay, and Supplier agrees that the Buyer may, after a period of fifteen (15) calendar days from this notification, deduct the amount of these penalties from the amount due to the Supplier in respect of the applicable late Order. In the event that the amount of the Order due to the Supplier is less than the amount of the penalties, the difference must be settled by the Supplier within thirty (30) calendar days after notice of the penalty.

5. Force majeure

Each Party must notify the other Party by written notification as soon as possible and at the latest within ten (10) calendar days of the occurrence of a force majeure preventing it from performing its obligations under the GPC and any Orders.

Obligations whose execution is made impossible by the occurrence of a case of force majeure will be suspended for the duration of this event, subject to what is provided for in Section 16 "Termination".

The Party invoking force majeure undertakes to take all measures to limit and/or mitigate the harmful consequences of this event for the other Party, at its own cost. For the application of this clause, only an event meeting all the following conditions shall be considered a case of force majeure:

- a) This event must escape the control of the Party invoking it,
- b) This event could not have been reasonably foreseen when the Order was issued,
- c) The effects of this event cannot be avoided by appropriate measures,
- d) This event prevents the performance by the Party invoking it of its obligation.

The Supplier may only invoke delays from its own Suppliers or subcontractors when the cause of these delays can be considered as a case of force majeure in application of this clause.

6. Dispatch, transfer of risk

a) Dispatch is to be announced at the latest upon departure of the goods. The shipping address, the Order number including item number and goods tags of INVACARE FRANCE OPERATIONS must be given in dispatch announcements, bills of consignment and package addresses.

b) For the prevention of transport damage due to lack of or inappropriate load-securing, the Supplier has to have the load items secured by the collecting freight carrier. The Supplier is liable for all damage and costs which arise as a result of flawed compliance with or failure to comply with INVACARE FRANCE OPERATIONS' stipulations.

7. Quality and documentation

a) The Supplier is obliged to comply with the recognized state-of-the-art technology and the respectively-applicable safety provisions for its deliveries. Insofar as the Supplier has received from

INVACARE FRANCE OPERATIONS specifications, templates, samples or other stipulations or documents, it will comply with them in terms of the design and the quality characteristics of the delivery item. Changes to the delivery item, an already- approved production process and/or its relocation to another location require a timely written notice by the Supplier and the prior written consent of INVACARE FRANCE OPERATIONS.

b) The Supplier will provide INVACARE FRANCE OPERATIONS with a copy of the respectively current quality management certificate and send INVACARE FRANCE OPERATIONS a new certificate without request after the expiry of the certificate's validity date. In the event of disqualification, Supplier shall inform INVACARE FRANCE OPERATIONS of the same without undue delay.

8. Hazardous substances

a) For goods and materials as well as for processes which must undergo special treatment due to legislation, other provisions, or due to their composition and their effect on the environment, inter alia with regard to transport, packaging, labelling, storage, handling, manufacture and disposal, it is mandatory for the Supplier to comply with the statutory provisions.

b) The Supplier is liable to INVACARE FRANCE OPERATIONS for all damage and loss arising out of culpable non-compliance with the statutory provisions which exist in this respect.

c) The Supplier will ensure that the requirements of the EU Chemical Regulation REACH (Regulation (EC) nr. 1907/2006, in its respectively most current version) – hereinafter referred to as "REACH" – are complied with, particularly that pre-registration as well as registration each take place in a timely manner. INVACARE FRANCE OPERATIONS is not obliged to carry out the (pre-)registration. The Supplier is aware that the products cannot be used if the REACH requirements are not completely and duly fulfilled.

d) The Supplier hereby undertakes to comply with all of the other statutory requirements, including but not limited to RoHS and BattG, pertaining to the products supplied.

9. Packaging

a) The Supplier is obliged to comply with the requirements arising out of the respectively-applicable Packaging Ordinance (defined in the Logistic Specification <https://www.invacare.eu.com/documents-Suppliers>).

b) The Supplier hereby undertakes to send the goods manufactured or processed by it only in packaging whose type, form and size is environmentally friendly. INVACARE FRANCE OPERATIONS hereby undertakes to treat reusable packaging recognised by it properly and to make it available without charge to the Supplier in the best possible condition.

10. Quality defects

a) In the event of defective delivery detected by INVACARE FRANCE OPERATIONS (non-conformity of the goods delivered, possible quantity deviations, as well as damage recognizable from the outside), upon receipt or during processing or use, INVACARE FRANCE OPERATIONS will inform the Supplier promptly in order to inform it of its reservations and allow it to control and correct this non-compliance.

Goods declared non-compliant will be returned to the Supplier at Supplier's sole expense and the purchase price and applicable tax thereof shall be credited to INVACARE FRANCE OPERATIONS' account. Where practicable, Buyer will coordinate with Supplier concerning the terms of return of products and/or sorting or recovery processes to facilitate. Notwithstanding the foregoing, Buyer retains its right to receive compliant goods. Unless otherwise agreed in writing by the Parties, Supplier shall replace any non-compliant goods rather than repairing/reworking. The supplier may, after approval by INVACARE FRANCE OPERATION, rework the defective goods or rectify the defect and re-deliver the now faultless goods.

b) To the extent the parties agree that Supplier may supply reworked goods, the maximum period for subsequent execution or supply of reworked goods is limited to 3 months. Reworked goods or subsequent deliveries must be clearly labeled as such by the Supplier.

c) If Supplier is unable to replace non-compliant goods in a timely manner, in INVACARE FRANCE OPERATIONS' sole discretion, INVACARE FRANCE OPERATIONS may elect to

1. terminate the contract/Order without any additional penalty, cost or expense, as well as return any defective products at risk or
2. repair the defect itself or have such repair carried out by a third party, at the Supplier's expense.

Such actions shall be in addition to and shall not limit any remedies sought by Buyer or any guaranties made by Supplier.

d) The Supplier also agrees to notify INVACARE FRANCE OPERATIONS, as quickly as possible, of any significant defect discovered after delivery of the goods and which could affect the functionality and/or safety of the finished product.

11. Product liability and recall

a) Insofar as the Supplier has caused a product defect and/ or (depending on the underlying claim basis) is responsible for such defect, the Supplier is obliged upon first demand by INVACARE FRANCE OPERATIONS to pay compensation or to indemnify INVACARE FRANCE OPERATIONS against all third-party claims, provided that the cause of the claim lies within the Supplier's control and organization.

b) In product liability cases pursuant to clause 11 a) hereof, the Supplier will provide INVACARE FRANCE OPERATIONS with all of the necessary information and every support in order to defend against the claims, within the framework of what is reasonable.

c) Insofar as a recall action is determined to be necessary by INVACARE FRANCE OPERATIONS in its sole discretion or any governmental authority for the fulfilment of a law, an ordinance, decree or another state requirement or as a safety measure for the prevention of personal injury or death, or in the event of other field or service actions, the costs, including inter alia work, transport and evidence costs, are allocated on the basis of the contributory negligence/ contributory cause to be attributed to INVACARE FRANCE OPERATIONS and/ or to the Supplier. INVACARE FRANCE OPERATIONS will inform the Supplier – insofar as possible and reasonable – of the contents and the scope of the recall actions or other field or service actions to be carried out, and will give the Supplier the opportunity to make a statement in this respect. All other statutory claims remain unaffected thereby.

d) The Supplier is obliged to take out and to maintain sufficient product liability insurance to cover product liability risks, including recall risks. Buyer recommends that Supplier obtain special third-party insurance for installation and disassembly costs as well as recall costs, whose coverage sum should be

at least EUR 250,000. Supplier will obtain and provide evidence of such insurance upon request by INVACARE FRANCE OPERATIONS.

12. Proprietary rights

a) The Supplier is to ensure that INVACARE FRANCE OPERATIONS or INVACARE FRANCE OPERATIONS' customers do not infringe the intellectual property rights of any third parties through the purchase, possession, offer, use, processing or onward sale of the products, particularly no trademark rights, company-name rights, name rights, patent rights, utility model rights, registered design rights, get-up rights, design rights or copyright of third parties (including corresponding proprietary-right applications) ("proprietary rights") of the Supplier. If the Supplier breaches this obligation, then it shall indemnify INVACARE FRANCE OPERATIONS and its customers upon first demand by INVACARE FRANCE OPERATIONS against any third-party claims arising out of such actual or alleged proprietary- right infringements, and shall bear all of the costs and expenses which INVACARE FRANCE OPERATIONS incurs in this context, particularly legal pursuit and defence costs, and costs which arise from compliance with a potential cease-and-desist obligation.

b) Clause 12 a) hereof does not apply if the delivery item has been produced in accordance with drawings, models or other detailed information from INVACARE FRANCE OPERATIONS and the Supplier was not aware and should not have known that third-party proprietary rights were being infringed thereby.

c) The parties are obliged to inform each other without undue delay about infringement risks and alleged infringement cases which become known, and will amicably counteract corresponding infringement claims within the framework of what is reasonable.

13. Retention of title, production means

a) Upon full payment of the purchase price for the products, ownership thereof is transferred to INVACARE FRANCE OPERATIONS. For the avoidance of doubt, if INVACARE FRANCE OPERATIONS has made available to Supplier any tooling used to produce the goods, Buyer shall retain title to such tooling.

b) The Supplier shall insure INVACARE FRANCE OPERATIONS' property for goods and tools which are made available at replacement value, at its expense, at least against fire, water and theft, and to maintain that insurance. The Supplier will prove the existence of corresponding insurance to INVACARE FRANCE OPERATIONS upon request. The Supplier will carry out any necessary maintenance work on tools at the usual intervals at its own expense. It is obliged to notify INVACARE FRANCE OPERATIONS without undue delay about damage, malfunctions or breakdowns.

14. Confidentiality

a) The Supplier hereby undertakes to treat as confidential all confidential information which it receives directly or indirectly from the respective other contract partner. Orders and all associated commercial and technical details are also to be treated as confidential information. In particular, all illustrations, drawings, calculations, quality guidelines, templates, samples and similar items are to be kept confidential. Such information may only be disclosed to third parties after obtaining INVACARE FRANCE OPERATIONS' prior consent in written form.

b) The foregoing obligations do not apply to confidential information where the Supplier can prove that it :

1. was already generally accessible at the time of its provision, or has become generally accessible since then without fault on the part of the Supplier;
2. was already in the Supplier's possession at the time of its provision;
3. was made accessible to the Supplier by a third party without a confidentiality and non-usage obligation, provided that these third parties have not received the information directly or indirectly from Suppliers;
4. is required to be provided to authorities due to statutory provisions.

c) The Supplier hereby undertakes to obligate sub-Suppliers to preserve confidentiality in the same scope. The Supplier may only use the confidential information disclosed to it by INVACARE FRANCE OPERATIONS for the purposes of fulfilling Buyer's Orders.

d) The confidentiality obligation shall continue to apply after the supply relationship has ended. The Supplier hereby undertakes after the cessation of the supply relationship to return to INVACARE FRANCE OPERATIONS all of the confidential information received, insofar as it has physical form or is deposited on electronic storage media. The fulfilment of the obligations arising out of the last two sentences must be confirmed by the Supplier in writing to INVACARE FRANCE OPERATIONS upon INVACARE FRANCE OPERATIONS' request.

15. Supply of replacement parts

The Supplier hereby undertakes to guarantee the supply of replacement parts for the intended service life of the end products for which the products, which shall be for a minimum of 7 years after the end of the serial production of the products unless otherwise notified in writing by Buyer. The Supplier must give INVACARE FRANCE OPERATIONS the opportunity to place a final order for the all-time demand in a timely manner before the expiry of the minimum time period.

16. Termination

1. Each Party may terminate an Order by sending a registered letter to the other Party, with acknowledgment of receipt, in the following cases:
 - in the event of non-performance by the other Party of any of its contractual obligations, with effect thirty (30) days after delivery of formal notice by registered letter with acknowledgment of receipt;
 - in the event of initiation of a safeguard, recovery or judicial liquidation procedure of the other Party, subject to applicable public order provisions;
 - in the event of non-performance by the other Party of its obligations following the occurrence of a force majeure event :
 1. the duration of which exceeds one month from its notification to the other Party, or
 2. resulting in a delay making the execution time of the Order incompatible with its purpose, or
 3. definitively preventing the execution of the Order; or
 - if required by applicable law or regulations.

2. In addition, INVACARE FRANCE OPERATIONS may terminate the Order by sending the Supplier a registered letter with acknowledgment of receipt in the following cases:
 1. With immediate effect and without prior notice if the Supplier does not comply with one of its obligations referred to in articles 2 ("Offer, order"), 4 (Delivery dates, default in delay), 7 (Quality and documentation)10 ("Quality defects"), 11 ("Product liability and recalls") and/or 14 ("Confidentiality") of these GPC and more generally in the event of failure by the Supplier to fulfill any of its contractual obligations, which cannot be remedied;
 2. Subject to thirty (30) days' notice, if all or substantially all of the Supplier's equity or assets are acquired by a company competing with INVACARE FRANCE OPERATIONS (to be determined by Buyer in its sole discretion)
 3. Subject to thirty (30) days' notice, in the event of a significant change in the Supplier's industrial organization that could adversely affect the proper execution of the Order (such as, but not limited to, a transfer of production)(to be determined by Buyer in its sole discretion).
3. Upon expiry of an Order, or following its termination for any reason whatsoever, the Supplier must return at its expense and within a week to INVACARE FRANCE OPERATIONS all Entrusted Goods and Documentation which it has not received. not yet been delivered.

e) In all cases of termination whatever the reason, each Party remains required to fulfill its contractual obligations until the effective date of the termination, without prejudice to any damages that the complaining Party could obtain in reason for the damage suffered due to the non-performance by the defaulting Party of its obligations contained in the contractual documents.

In addition, if the Supplier is a single source for INVACARE FRANCE OPERATIONS, the latter may postpone the effective date of the termination until the establishment of an alternative source, in which case the Supplier shall continue the execution of Orders under pursuant to their terms and the GPC.

17. Other provisions

a) Should one of the foregoing provisions be or become invalid or unfeasible, then this shall not affect the legal validity of the other provisions. The invalid or unfeasible provision shall be deemed to be replaced with one which, within the framework of what is legally possible, comes closest to what the contract partners intended according to the original sense and purpose of the invalid or unfeasible provision. The same applies for any unintended lacunae in the contract.

b) The Supplier may not wholly or partially assign or transfer any Order or the contract without INVACARE FRANCE OPERATIONS' prior written consent.

18. Place of performance, applicable law, legal venue

a) The place of performance for the Supplier's delivery obligation is the place of receipt or use respectively named by INVACARE FRANCE OPERATIONS. The place of performance for INVACARE FRANCE OPERATIONS' payment obligations is INVACARE FRANCE OPERATIONS' headquarters.

b) . Any claim or controversy relating in any way to these GPC shall be governed and interpreted exclusively in accordance with the laws and regulations of England, without regard to conflicts of laws

principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to these GPC any transaction under it.

c)The competent courts of England shall have exclusive jurisdiction for all disputes arising out of or in connection with these GPC. INVACARE FRANCE OPERATIONS is entitled to the right also to sue the Supplier at its general legal venue, according to its choice.