

Terms and Conditions of Sale

1) Definitions

The "Seller" shall be a reference to Rehasense Asia Ltd or Rehasense Europe Sp. z.o.o., the "Customer" shall be a reference to any entity or person who orders any product(s) from the Seller and the "Product(s)" shall be a reference to any item(s) delivered or meant to be delivered by the Seller to the Customer

2) Application of Condition

Unless otherwise agreed in writing by the Seller, all Products are supplied on the terms and conditions specified herein to the exclusion of any terms or conditions stipulated by the Customer and of any representations, conditions, warranties or communications not expressly incorporated herein.

3) Formation of contract

- a) No contract shall be deemed to come into existence until the Customer's order has been confirmed in writing by the Seller.
- b) An order must be accompanied by sufficient information to enable the Seller to proceed with the order forthwith. All telephoned orders and amendments to orders must be confirmed in writing by the Seller. When ordering Products, the Seller's quotation reference (if any) must be stated and all communication relating to any order must specify the number and the date of the order, a description of the Products and the Seller's quotation reference number.

4) Quotation and Acceptance

- a) Any quotation by the Seller will remain in force for 30 days from the date of the written quotation, unless otherwise agreed by the Seller. Only quotations written on the Seller's official headed paper and signed by the Seller are valid.
- b) The Customer's written acceptance of a quotation must be without any change of the content or conditions of the order and must be received by the Seller within the time limit stated for acceptance. In the event of any changes in the content or conditions of the quotation, the quotation is considered to be a new quotation and the Seller is not bound by the contents or conditions of such new quotation, unless the Seller has accepted the new quotation in writing and the circumstances clearly show that the Seller was aware of the change in content and/or conditions.
- c) The Customer's order is binding on the Customer and cannot be changed or cancelled without the Seller's written confirmation. .

5) Prices

All prices are net ex-works in EURO's unless otherwise stated and are subject to alteration without notice: the contract price shall be that agreed in writing between the Seller and the Customer as at the day of dispatch or (if earlier) when delivery is made.

All prices are exclusive of VAT which will be added at the then current rate. Should the Seller incur any additional expenses in supplying the Products which are not provided for in the Seller's quotation or price list, owing to any circumstances whatsoever outside of the Seller's control, such additional expenses shall be added to the invoice and be paid for by the Customer accordingly.

6) Payment

- a) The Seller requires full or partly prepayment of the order. Payment of any remaining order value must be made within 14 days of the date of the invoice unless otherwise agreed in writing by the Seller. Each Product will be invoiced on dispatch or (if earlier) when delivery is made. No discount will be made unless agreed by the Seller in writing.

- b) In the event of the Customer failing to effect full payment by the due date, the Seller shall be entitled to, without prejudice to any other rights:

- (i) be paid interest on any outstanding balance (as well after as before a judgement) at the rate specified in the Regulation of the Council of Ministers dated on 4th of December 2008, regarding the description of the statutory interests, such interest accruing on a daily basis, and
- (ii) suspend or discontinue further performance under the same or any other contracts with the Customer or an affiliate of the Customer. In such circumstances, the Seller shall be under no liability in respect of or in connection with such discontinuance and the Customer shall be liable to the Seller for any direct or indirect loss suffered by reason of or in connection with such failure by the Customer.

7) Passing of Property and Risk

- a) Each Product shall (without prejudice to (b) below) remain the Seller's sole and absolute property as legal and equitable owner until payment therefore and for all other Products comprised in the same consignment is received by the Seller in full.
- b) So long as the Products remain the Seller's property, the Customer shall keep the Products separately stored and marked as the Seller's property at the Customer's expense so as to be clearly identifiable as the Seller's property.
- c) The Seller may at any time repossess and resell the Products (even if in the Customer's possession) if payment therefore is overdue and for this purpose, the Seller's employees and agents may enter upon the Seller's or other premises upon which the Products are situated or are reasonably thought to be situated.

8) Intellectual Property

- a) Any drawings and other technical documents which are sent to the Customer remain the property of the Seller and must not be copied, reproduced or used in any other manner without authorisation by the Seller.
- b) Any tools or models required for manufacturing remain the property of the Seller, unless otherwise agreed in writing by the Seller.
- c) The Seller reserves the right to make changes to a product without prior notification if those changes have no essential impact on the specified function, design, quality, norm etc. of the product.
- d) In respect of products manufactured according to the Customer's specifications, the Customer guarantees that said products do not infringe on the intellectual property right of any third party.

9) Delivery

- a) Any date or period quoted or agreed by the Seller for dispatch/delivery shall be deemed an estimate only, and the Seller shall not be liable for any direct or indirect consequences of any delay. Any such date or period quoted or agreed shall in any event only run from confirmation of receipt by the Seller of a written order together with all information necessary to enable the Seller to complete the contract.
- b) Unless otherwise specified by the Seller, the place of delivery shall be the Seller's place of business. Costs of delivering elsewhere will in any event be charged to the Customer unless the quotation specifically includes such costs.
- c) If the Customer instructs the Seller to dispatch the goods, the Seller will affect such dispatch as an agent of the Customer and at the Customer's expense and risk. In such situations, the Seller retains the right to choose the method of transportation.

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- d) If the Customer decides not to pick up the goods at the date given by the Seller, the Customer must immediately inform the Seller thereof and of the new pick up date. The Customer will cover any additional cost for the change of date of pick up/delivery.

10) **Damage or Discrepancies on Delivery**

The Seller does not take any responsibility for damages or discrepancies on delivery. In the interest of the Customer, the Customer is obliged to make a certificate of completion immediately upon receiving the goods. If any abnormality is observed, the carrier and the Seller must be notified forthwith and within 7 days of delivery. Any Products in respect of which no such notification is given to the carrier and the Seller within 7 days of delivery shall be deemed in all respects in accordance with the contract and the Customer shall be bound to accept and pay for the same accordingly.

- 11) **Specifications** The Products supplied will correspond within the limits normally accepted within the industry with the Seller's specification, save that the Seller shall be entitled to vary the specifications or provide substitutes where such variation or substitution shall not materially affect the characteristics of the Products and where such varied or substituted Products are of a quality equal or superior to those originally specified.

12) **Liability and Warranty**

- a) The Seller will where practical repair or replace, at the discretion of the Seller, any Products which are accepted by it as having been defective by reason of faulty workmanship or production or the use of defective materials or failures to attain any expressly guaranteed performance figures, provided that the Customer notifies the Seller of such defect within 12 months of receipt of such Products by him or his agent and returns the defective Products to the Seller, carriage paid.
- b) Defects in either quality or quantity of any consignment of the Products shall not be a ground for cancellation of the current order or the remainder of any order for the Products, subject to the Seller's performance of his obligations under (a) above.
- c) The Seller accepts responsibility for all technical advice given by its officers or employees and for which a charge is made. Technical advice made available to Customers without charge is given with all reasonable care but without liability on the part of the Seller. In the absence of any special written arrangements to the contrary it is the Customer's responsibility to ensure that the nature, capacity and performance of the Products ordered by him are sufficient and suitable for his purpose.
- d) The Seller's liability in respect of defective Products shall be limited to the terms of sub-clause (a) above and any statutory or other warranty, description or representation, express or implied, as to the description, quality, merchantability or fitness of the Products for any purpose is hereby expressly excluded. The Seller disclaims liability to the widest possible extent relative to the legal position applicable from time to time and the Seller shall in no circumstances be liable for damages of any kind whether direct or consequential (including but not limited to loss of profit, loss due to the Customer's legal relationship with a third party, expenditure incurred or delay in the execution of any works being carried out by or for the Customer) or otherwise howsoever arising out of or in connection with the Products or work done in connection therewith
- e) Damages covered by the Seller cannot exceed the amount of the agreed contract price.
- f) The Seller shall not be held liable for defects in the product which are due to incorrect storage, handling or

use of the product after the Customer's purchase of said product.

- g) The relations between the Customer and his customers and/or end users shall be of no concern to the Seller. The Seller shall hence not be liable to the Customer's customers or end users and their potential loss.
- h) To the extent that the Seller should incur product liability towards a third party in connection with the Customer's use of delivered Products, including resale and distribution, the Customer shall indemnify the Seller for any loss.

13) **Force Majeure**

The Seller shall not be liable in respect of any claim for loss, delay, or non-delivery arising by reason of riot, civil commotion, war, whether declared or not, accident, shortened hours of labour, strikes, lock-outs, mechanical breakdown of facilities, failures by third parties to supply it with materials or goods, storm, flood, fire or any other circumstances whether of the kind herein before mentioned or not, beyond the reasonable control of the Seller. The Seller shall not, however, be relieved from supplying the products nor the Customer from accepting and paying for them when the above causes interfering with delivery shall have ceased.

14) **Waiver and Assignment**

- a) The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party, and no waiver of rights in respect of any breach by the other party shall operate as a waiver in respect of any other breach.
- b) The Customer shall not transfer his rights or any part thereof against the Seller to any third party without the Seller's prior written consent.

15) **Termination**

If the Customer shall commit a breach of any term of a contract for the supply of Products or if any distress or execution shall be levied upon his property or assets, or if he shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or, if the Customer is a limited company, any resolution or petition to wind up the Customer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of the Customer's undertaking, property or assets or any part thereof shall be appointed or if the Customer suffers or takes any similar or analogous step in consequence of debt, the Seller shall have the right forthwith to terminate any contract for the supply of the Products then subsisting and upon written notice of such termination being sent to the Customer's last known address, any such subsisting contracts shall be deemed to have been terminated without prejudice to any claim or right the Seller may otherwise make or exercise. The Customer shall compensate the Seller for any loss suffered by the Seller arising out of or in connection with such a termination of contract. In addition, the Customer's right to possession of any Products, the title to which has not yet passed, shall cease and the Seller shall be entitled to repossess the Products in accordance with Clause 7(c) hereof.

16) **Variation**

No purported variation or waiver of these terms and conditions shall be of any effect unless in writing and signed by a Director of the Seller.

17) **The Seller's companies.**

These conditions apply to Berckon BV, Rehasense (HK) Ltd. (former HMM Invest Ltd), Rehasense (Xiamen) Co. Ltd and Rehasense Sp. z o.o.

18) **Law**

These conditions shall be construed and take effect in all respects in accordance with Polish law. Forum of any dispute shall be the Polish court in Kraków.