

## TERMS AND CONDITIONS

1. Acceptance, Governing Provisions, and Cancellation. This document constitutes an offer by Invacare Corporation or its affiliates ("Seller") to sell the products and/or services described herein in accordance with these terms and conditions and is expressly conditioned upon assent to these terms. The Customer as described herein ("Buyer") will be deemed to have assented to these terms and conditions unless Seller receives written notice of any objection within 15 days after receipt of this document and in all events prior to any delivery or other performance of Buyer's order. No additional or different conditions will be binding upon Seller unless specifically agreed to in writing and signed by duly authorized personnel of Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. No order accepted by Seller may be canceled or altered by Buyer except upon terms and conditions acceptable to Seller, as evidenced by written consent signed by duly authorized personnel of Seller. Orders for specially built or altered product may not be canceled or altered unless Buyer reimburses the Seller for all costs incurred in the preparation of Buyer's order to the date of cancellation. The terms and conditions of any Seller purchase agreement to which Buyer and Seller are parties are hereby incorporated herein as though fully re-written. If a conflict exists between these terms and conditions and such purchase agreement, the purchase agreement will prevail.

2. Delivery, Risk of Loss and Transportation Costs. All products are sold FOB Seller's plant or warehouses, wherever located unless otherwise stated on the document linking to this document (or on the reverse side hereof). Delivery of products to a carrier at Seller's plant or other loading point shall constitute delivery to Buyer, and regardless of shipping terms or freight payment, all risk or loss or damage in transit shall be borne by Buyer. Method and route of shipment shall be at the discretion of Seller unless Buyer specifies otherwise; any additional expense of the method or route of shipment specified by Buyer shall be borne entirely by Buyer. All orders are also subject to the terms and conditions of Seller's Customer Service Policy, as most recently amended, and any Seller order acknowledgment sent to you.

3. Partial Shipments, Claims and Delays. Seller will attempt to combine multiple orders for a single shipment. However, Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Orders including stock merchandise and non-stock items may be separated at Seller's discretion so that prompt shipment can be made on stock items. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 5 days after receipt of the shipment subject to the terms and conditions of the Seller's Customer Service Policy, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, without limitation, an act of God, act of Buyer, fire, storm, flood, accident, lockout, pandemic, strike, terrorism, war, riot, civil commotion or other national disasters, embargo or the action, regulation, law, order restriction of any government authority, department, commission, branch, agency, court or other similar government institutions, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities.

4. Payment and Prices. Cash terms net 30 days from date of invoice, unless otherwise stated on the document linking to this document (or on the reverse side hereof). If during the period of performance of an order, the financial condition of Buyer shall not justify the payment terms specified, or if Buyer shall fail to make any payments in accordance with Seller's terms, Seller may require full or partial payment in advance before proceeding with the order. All prices are subject to change without notice.

5. Taxes and Other Charges. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

6. Changes. Seller reserves the right to change the design and construction, and the type of materials used in the manufacture of any of the products listed in its catalogs, supplements and price lists.

7. Warranty and Disclaimer. For details on Seller's warranty policies, please refer to the warranty statements supplied with each product. All services are provided AS IS with any warranty. TO THE GREATEST EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. Returns. Products may be returned to Seller only when Seller's written permission signed by duly authorized personnel of Seller has been obtained by Buyer in advance. All approved returns must be shipped FOB Seller's plant wherever located, or Seller's warehouse as directed and must be properly packaged as instructed by Seller. Returns are subject to a 25% service charge.

9. Consequential Damages and Indemnity. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS DOCUMENT OR SELLER'S PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS DOCUMENT, WHETHER OR NOT SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. Buyer shall indemnify and hold Seller harmless from and against any and all losses, claims, damages and expenses (including attorney fees and other costs of defending any action) arising out of or relating to or as a result of any claim of negligence, breach of implied warranty or strict liability in tort by Buyer, its affiliates, successors and assigns and its customers whether direct or indirect, in connection with the use of products or services furnished hereunder.

10. Discounts and Rebates. Buyer acknowledges that the price paid for the products and services purchased under this document may be subject to discounts or rebates, and that it has an obligation to report such discounts and rebates, and provide information upon request, to Medicare, Medicaid, or other state health care programs in accordance with the requirements of the federal health care programs' anti-kickback law (42 USC 1320a-7b(b)) and its implementing regulations (42 CFR 1001.952) and any applicable state law requirements.

11. State Law. The laws of the State of Ohio, without reference to its principles of conflicts of laws, shall govern this document and its interpretation and construction. The federal and state courts located in Cuyahoga County, Ohio shall have exclusive jurisdiction over all disputes arising under this document.

12. Complaints, Manuals, Notices, Field Actions, Tracking, Internet Sales. Buyer will promptly report to Seller any written, electronic, or oral communication that Buyer receives alleging injury, death or deficiencies related to the identity, quality, durability, reliability, usability, safety, effectiveness, or performance of the products or related to a service that affects the performance of the products ("Complaint"). Buyer will cooperate with Seller in Seller's investigation and resolution of Complaints and take reasonable steps to preserve the product. Buyer will retain products in cases of alleged injury, malfunction or property damage and, at Seller's request, return such products to Seller. Buyer will promptly furnish the purchaser or end-user of products with: all literature, operator's manuals, warnings, instructions, labeling, warranty information provided to Buyer by Seller and any other information accompanying the products. All operator's manuals, instructions and warnings must be provided, to the purchaser or end user of the product at the time of product installation or delivery. Buyer shall not alter or remove any Prop 65 warnings intended for California residents. Buyer will cooperate with Seller in diligently implementing product recalls or field corrective actions, including promptly notifying product purchasers and end-user of products. Buyer will cooperate with Seller in diligently implementing product recalls or field corrective actions, including promptly notifying provide to the purchaser or end-user of products to ensure traceability of such products to the purchaser or end-user of products. Buyer will promptly provide Seller with all such tracking information (e.g. product serial number shipped to each end-user) upon Seller's request. Buyer will not resell products on any third party internet sites (e.g., www.amazon.com) without a separate ecommerce agreement with Seller.

13. Import and Export. Buyer shall comply with all applicable import and export control laws or regulations promulgated and administrated by the U.S. or the government of any other country with jurisdiction over the Buyer or the transactions occurring under this document including the obligation not to export, re-export or otherwise disclose, directly or indirectly, products or technical data to any person or destination when such export, re-export or disclosure is in violation of U.S. or other applicable laws. Such laws shall include but are not limited to any embargoes or sanctions promulgated and enforced by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce, Bureau of Industry and Security (BIS).