

General Terms and Conditions for Rental of ReWalk Robotics GmbH

1. Scope of application; deviating conditions

1.1 These General Rental Terms and Conditions ("Rental Terms") shall apply to all leases, including any possible ancillary agreements, concluded between ReWalk Robotics GmbH ("ReWalk") and its customers (each a "Renter").

1.2 These Rental Terms shall apply to relations with businesses within the sense of Section 14 of the German Civil Code (BGB), legal persons under public law and special funds under public law ("**Businesses**") as well as natural persons entering into a legal transaction for predominantly neither commercial nor independent professional purposes ("**Consumers**").

1.3 Any deviating conditions of the Renter, which are not explicitly acknowledged by ReWalk, are not applicable. This shall also apply in cases where ReWalk makes its delivery without reservation although it is aware of the Renter's objecting terms or the Renter's terms deviating from these Rental Terms.

1.4 With respect to Businesses, these Rental Terms shall also apply to all future transactions in the case of ongoing business relationships.

1.5 Individual agreements with the Renter and deviating information in ReWalk's offers shall in any case take precedence over these Rental Terms.

2. Subject matter; conclusion of the contract

2.1 Under the rental agreement, the Renter is obligated to rent the product including accessories specified in the rental agreement ("**Product**") according to the rental agreement and these Rental Terms and to pay the agreed rental price.

2.2 The offers of ReWalk, including the rental prices stated in ReWalk's price lists, are subject to confirmation, unless they are expressly marked as binding.

2.3 The rental agreement is established when the Renter accepts ReWalk's binding offer.

3. Deadlines/dates for delivery and service

Information on deadlines/dates for delivery and service are non-binding unless announced binding in writing by ReWalk itself. The period for delivery and service commences with contract conclusion.

4. Term and expiry of the rental agreement

4.1 Unless agreed otherwise, the term of the rental agreement ("**Term**") commences with delivery of the Product to the Renter according to section 6.1.

4.2 Without prejudice to section 11.2, the rental agreement is concluded for the fixed Term as agreed in the rental agreement and ends after expiry of the Term. A tacit extension of the rental agreement upon continuation of use according to Section 545 German Civil Code (BGB) is explicitly excluded.

5. Rental price; terms of payment; offsetting and retention

5.1 The Renter shall pay as consideration for providing the Product for use the rental price agreed in the rental agreement.

5.2 The total rental price for the agreed Term including agreed ancillary costs (e.g. for shipping) is due for payment within 30 days after delivery and invoicing. As regards for the timeliness of the payment, the date on which the amount is received by ReWalk shall be decisive.

5.3 If the Renter is in default of payment, ReWalk may charge interest in accordance with the statutory provisions. The right to claim higher damages caused by delayed performance is reserved.

5.4 Cheques (*Schecks*) and bills of exchange (*Wechsel*) are accepted only after special agreement and only on account of performance, whereby any expenses and discounts are charged to the Renter.

Provided the Renter is a Business, the Renter is only entitled to offsetting against counterclaims, including the rental price, if the counterclaims are undisputed, or have been finally and non-appealably established and the Renter is only entitled to exercise a right of retention if the counterclaims are undisputed or have been finally and non-appealably established and if they are based on the same contractual relationship.

6. Delivery

6.1 Unless agreed otherwise, deliveries are effected ex works Leipziger Platz 15, 10117 Berlin. At the request and cost of the Renter, the Product will be sent to another place of destination.

6.2 Insofar as the Renter is a Business and has to set a reasonable period of grace in order to exercise any rights vis-à-vis ReWalk, this period of grace shall be at least two weeks.

7. Liability for defects

7.1 ReWalk's liability for defects is governed by the statutory provisions as modified by the terms of this section 7 set out below.

7.2 If the Renter is a Consumer, ReWalk asks the Renter, in order to facilitate processing of warranty claims, to obtain a Returned Material Authorization ("**RMA**") number and an RMA form from ReWalk and to provide goods to be returned with the RMA number and the completed RMA form.

7.3 If the Renter is a Business, the Renter shall obtain an RMA number and an RMA form from ReWalk and to provide goods to be returned with the RMA number and the completed RMA form.

7.4 Any RMA number and RMA form obtained from ReWalk shall be valid for thirty days unless extended by ReWalk.

7.5 At ReWalk's request, the defective Product must be returned to ReWalk with shipping charges prepaid, insured and packaged appropriately. In the event of a justified notice of defects, ReWalk will reimburse the costs for the shipping costs; this does not apply if the costs are increased because the delivered goods are located at a place other than the place of their intended use. If the notice of defects is unjustified, ReWalk is entitled to request reimbursement of the costs incurred hereby from the Renter, unless the Renter is not responsible for the unjustified notice of defects.

7.6 ReWalk has the right to perform its duties to resolve defects by making available an equivalent substitute of the Product to the Renter.

7.7 Claims for damages due to defects are only available to the Renter insofar as ReWalk's liability is not excluded or limited according to section 8 of these Rental Terms.

8. Liability

8.1 ReWalk accepts no strict liability for damages for defects already existing at the conclusion of the rental agreement.

8.2 ReWalk shall only be liable for gross negligence (*grobe Fahrlässigkeit*) and intent (*Vorsatz*) as well as for a breach of duties the performance of which is a prerequisite for the proper execution of the rental agreement and on the compliance of which the Renter is regularly entitled to rely ("**Essential Obligations**").

8.3 In respect of a slightly negligent breach of an Essential Obligation, ReWalk's liability is limited to the typical damage foreseeable upon conclusion of the contract.

8.4 ReWalk is not liable for a slightly negligent breach of contractual duties that are not Essential Obligations.

8.5 Insofar as ReWalk's liability is limited or excluded, this also applies to the liability of ReWalk's employees, representatives or vicarious agents.

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8.6 The aforementioned limitations or exclusions of liability do not apply if ReWalk has maliciously (*arglistig*) failed to disclose a defect, has assumed a guarantee or a procurement risk, is liable on the basis of the German Product Liability Act, and in the event of bodily injury (injury of life, limb and health). This does not lead to a change in the burden of proof to the detriment of the Renter.

9. Software

ReWalk grants the Renter for the Term a non-exclusive license for usage of software and/or firmware, which is contained in the Product or the scope of delivery of the Product ("**Software**") and related documentation in connection with the Renter's use of the Product. The source code for the Software shall not be disclosed to the Renter, and the Renter may not modify, disassemble, decompile, reverse engineer or create derivative works of the Software. The Renter may not reproduce the Software or disclose the Software to any third party and may transfer it only in conjunction with a transfer of the Product and subject to these restrictions. Certain parts of the Software may be owned by third parties and licensed to ReWalk. ReWalk reserves the right to perform a software update for bug fixes and stability purposes upon proper notification of the Renter. New software features will be charged separately following customer acceptance.

10. Compliance; Product use

10.1 The Renter shall use the Product only in the intended way and according to and in compliance with the safety-relevant information and manufacturer's information, in particular ReWalk's user guide. If the Product is a ReStore Exo-Suit, the Product shall also be used according to the therapists' user guide and in compliance with the applicable laws, in particular but not limited to the German Medical Devices Statute (MPG), the German Ordinance on Operation of Medical Devices (MPBetreibV), as well as the German Ordinance on Safety of Medical Devices (MPSV).

10.2 If the Product is a ReStore Exo-Suit the Renter agrees that the Product shall only be used on patients by Qualified Personnel (as defined below) who have successfully completed the clinical user training offered by ReWalk. The Product shall only be used on-site at the Renter and shall not be handed over to third parties, in particular patients. "**Qualified Personnel**" shall mean doctors, nurses, physical or occupational therapists, athletic trainers, exercise physiologists and other allied healthcare providers.

10.3 Maintenance, repairs and technical or mechanical changes of the Product, which are not specified in the ReWalk user guide or therapists' user guide, will be exclusively performed by ReWalk. Without prejudice to Section 536a (2) German Civil Code (BGB), the Renter may perform such work only with prior written approval of ReWalk.

11. Termination of contract; return

11.1 The rental agreement may not be ordinarily terminated before the expiration of the Term agreed in the rental agreement. The statutory right of both parties to terminate for cause without notice shall remain unaffected.

11.2 Subject to Section 112 German Insolvency Code (Insolvenzordnung) ReWalk is entitled to terminate for cause without notice in particular if

(a) the Renter is in default with payment of the rental price in an amount that reaches the proportionate rental price for two months and a grace period of 14 days has expired unsuccessfully;

(b) the Renter fails to promptly cease a breach of essential contract duties despite ReWalk's warning resulting in a material violation of ReWalk's rights. The warning is not necessary if it will obviously not be successful or if special circumstances under due consideration of the mutual interests justify an immediate termination.

Nothing in this shall prejudice ReWalk's right to terminate the rental agreement without notice for any other cause.

11.3 Upon receipt of the termination without notice the Renter loses the right to possession of the Product. The return is governed by section 11.4 set out below.

11.4 The Renter is obligated to return the Product per the end of the rental agreement to ReWalk. Place of return is at ReWalk Robotics GmbH, Leipziger Platz 15, 10117 Berlin, unless ReWalk and the Renter agreed the Product will be collected by a ReWalk employee or a transportation company commissioned by ReWalk at the Renter's site. Unless the rental agreement ends due to defects for which ReWalk is liable or due to termination without notice for which ReWalk is responsible and if there is no individual agreement for collection by ReWalk, the Renter has to ship the Product insured and at his own expense to the aforementioned place of return.

11.5 Unless otherwise expressly agreed the rental agreement does not grant the Renter a right to acquire ownership of the Product per the end of the rental agreement.

11.6 The Product shall be in contractual condition upon return. If ReWalk notices defects due to usage, which is not in accordance with the contract and for which the Renter is responsible, the Renter is liable to ReWalk for the damage caused by such usage according to the applicable legal provisions.

11.7 If the Renter fails to return the Product in due time after the end of the rental agreement the Renter shall pay for each calendar day or part thereof while the Product is withheld, the value of one day, calculated from the agreed gross rental price, as compensation for ReWalk's loss of use. The right to claim further damages is reserved.

11.8 If the Product is a Restore Exo-Suit, the Renter shall ensure that the Product and any other data carriers returned by the Renter do not contain personal data in the sense of the General Data Protection Regulation (EU) 2016/679 (GDPR). The Renter shall reimburse ReWalk for all damages caused by a breach of this duty and the Renter shall indemnify ReWalk insofar from all third party claims, unless the Renter is not responsible for the breach.

12. Applicable law; place of jurisdiction; information under Section 36 German Law Governing Consumer ADR Matters (*Verbraucherstreitbeilegungsgesetz*); partial invalidity

12.1 The contractual relationship between ReWalk and the Renter, including these Rental Terms, shall be subject to the law of the Federal Republic of Germany.

12.2 The place of jurisdiction for all disputes arising from and/or in connection with the contractual relationship, including these Rental Terms, – and for lawsuits involving cheques and bills of exchange – shall be Berlin, if the Renter is a merchant (*Kaufmann*) as defined by the German Commercial Code (HGB), a legal person under public law or special funds under public law or does not have his seat or habitual residence in a member state of the European Economic Area. However, ReWalk shall be entitled to bring an action at any other the place of legal jurisdiction.

12.3 ReWalk does not, nor is ReWalk obliged to, take part in alternative dispute resolution before any consumer conciliation board.

12.4 If a provision of the rental agreement, including these Rental Terms, is or becomes invalid in whole or in part, the validity of the remaining provisions of the rental agreement shall not be affected by the invalidity of said provision.