General Terms and Conditions – Business Partners (B2B)

Version B2B-EN 1.0, English translation of version B2B 1.2, effective from publication on www.xrover.cz. The Czech version is authoritative; the English version is a translation.

Part I – Introductory Provisions

1. Scope

1.1 These general terms and conditions (the "B2B GTC") of **Volter s.r.o.**, Company ID No. 290 51 886, VAT No. CZ29051886, with its registered office at Klimentská 1216/46, Nové Město, 110 00 Prague 1, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 163036 ("Volter"), govern all supplies of products, spare parts and services by Volter to **businesses**, in particular dealers, distributors, providers of health and social care services, medical device dispensaries and other legal entities (the "Partner").

1.2 The B2B GTC do not apply to consumers.

1.3 The Partner's terms and conditions do not apply, even if the Partner refers to them in an order or other document, unless Volter expressly accepts them in writing. Section 1751(2) of the Czech Civil Code (Act No. 89/2012 Coll., the "Civil Code") does not apply.

2. Order of Precedence

2.1 In the event of conflict, the following order of precedence applies: (a) a written individual agreement, (b) a framework dealer or distribution agreement, (c) the order confirmation, (d) these B2B GTC, (e) the Price List and delivery terms for Partners. The Instructions for Use set out the technical limits of use of the Products and are binding on the Partner and its customers.

2.2 The B2B GTC form part of every order and contract, even if they are not referred to in an individual case, provided that the Partner has received them in the course of the business relationship or they are available to the Partner at www.xrover.cz.

3. Definitions

Term	Meaning
Product	xRover-branded products including the ePower Assist electric drive, accessories and spare parts
Medical Device	A Product labelled with the CE marking as a class I medical device under Regulation (EU) 2017/745 (MDR) in the EU declaration of conformity and on the label; the regulatory status of other Products (in particular accessories, spare parts and the drive) is stated in their documentation
Instructions for Use	The instructions supplied with the Product for the given serial number, including the service plan, maximum load capacity and

Term	Meaning
	safety warnings
End Customer	A person to whom the Partner sells, rents or otherwise makes the Product available for end use
User	The person transported in or using the Product
Authorised Service	Volter's service centre in the Czech Republic; another person only on the basis of Volter's express written authorisation
Original Part	A part or accessory supplied or approved in writing by Volter
Wear Part	In particular tyres, inner tubes, brake linings and cables, wheel bearings, covers, padding, straps and handles
Demonstration Unit	A Product that Volter leases to the Partner or that the Partner purchases at a reduced price, in either case for demonstrations, test rides or rental
Working Day	A day that is not a Saturday, Sunday or public holiday in the Czech Republic

Part II – Orders, Prices and Delivery

4. Orders

4.1 The Partner's order is a proposal to conclude a contract. An automatic or other acknowledgement of receipt of the order does not constitute its acceptance. The contract is concluded by Volter's **express order confirmation** in text form (including by e-mail). If Volter delivers Products without prior confirmation, their handover to the Partner or to the first carrier is deemed acceptance of the order, on the terms of these B2B GTC. An order confirmation with an addition or deviation is a new offer by Volter; Volter's silence does not constitute acceptance of an order.

4.2 The order must state the model, size, configuration, quantity, requested date and delivery address. The Partner is responsible for the correctness of the configuration it specifies for a particular User.

5. Prices and Payments

5.1 Prices are governed by the Price List for Partners valid on the date of the order confirmation, in EUR or CZK excluding VAT, FCA Volter's premises (Ve Žlíbku 1800/77, hall 10, 193 00 Prague – Horní Počernice) in accordance with Incoterms® 2020, unless agreed otherwise. Standard packaging; transport and insurance as stated in the order confirmation.

5.2 The Partner pays an advance of 50 % of the price on the basis of an advance invoice issued after the order confirmation; the balance is due within 14 days of the invoice date. For the Partner's first to third orders (a "new Partner"), 100 % of the price is payable in advance before dispatch; from the fourth order, the advance payment under the preceding sentence applies, unless Volter decides otherwise in view of the Partner's payment record.

5.3 In the event of late payment, Volter is entitled to default interest at the statutory rate. Volter is further entitled to suspend further deliveries until all amounts due have been paid and to require an advance payment for future deliveries.

5.4 The Partner is not entitled to set off its claims against Volter's claims or to withhold payment, unless the claim is undisputed or has been finally awarded.

6. Delivery

6.1 Delivery periods are indicative unless expressly designated as binding in the order confirmation. In the event of a delay of 60 days or more beyond a binding period, the Partner may, after a written demand and the grant of an additional period of 14 days, withdraw from the order concerned; further claims arising from the delay are limited under Article 24.

6.2 Volter is entitled to make partial deliveries. The risk of damage passes to the Partner in accordance with the agreed Incoterms® rule, otherwise upon handover to the first carrier.

7. Acceptance and Inspection

7.1 The Partner shall inspect the Products without undue delay after receipt. Obvious defects and quantity discrepancies must be notified in writing with photographs **within 7 Working Days** of receipt, and transport damage must also be recorded with the carrier upon receipt. Hidden defects must be notified **within 14 days** of their discovery.

7.2 If the Partner fails to notify a defect in time, its rights arising from defective performance lapse to the extent permitted by law.

8. Retention of Title

8.1 The Products remain the property of Volter until full payment of all of Volter's claims against the Partner arising from the business relationship, including future claims (retention of title under Section 2132 of the Civil Code).

8.2 The Partner is entitled to resell the Products in the ordinary course of business. The Partner hereby assigns to Volter its receivables from resale up to the invoiced price of the Products concerned; Volter accepts the assignment. The Partner is entitled to collect these receivables as long as it duly meets its obligations. The Partner may not pledge the Products or transfer them by way of security.

8.3 The Partner shall insure the Products owned by Volter against theft, fire and natural hazards at their replacement value and provide evidence of this on request.

8.4 If the retention of title is not effective under the law of the state where the Products are located, the Partner shall, at Volter's request, provide Volter with security having a similar effect. At the Partner's request, Volter will release security to the extent that its realisable value exceeds the secured claims by more than 10 %.

8.5 The proprietary effects of the retention of title and the assignment of receivables are governed by the law of the state where the Products are located or by the law governing the assigned receivable, as applicable. Articles 8.1 to 8.4 shall be interpreted so as to have the closest possible effect under that

law; for Partners in Germany, in particular as an extended and expanded retention of title (verlängerter und erweiterter Eigentumsvorbehalt).

9. Framework Terms for Dealers

9.1 Territory, exclusivity, minimum purchases, dealer prices, marketing support and termination of cooperation are governed by the framework dealer agreement. Without a framework agreement, the Partner does not acquire the status of an authorised dealer or the right to use the designation "authorised xRover dealer".

Part III – Medical Device: Obligations of the Partner

10. Obligations as Distributor

10.1 A Partner that makes the Products available on the market is a distributor within the meaning of the MDR and fulfils the obligations under Article 14 MDR and the legislation of the state in which it operates. In particular, before making a Product available, it verifies the CE marking, the existence of the EU declaration of conformity, the labelling, the UDI and the Instructions for Use in the language of the End Customer's country, and complies with the storage and transport conditions specified by Volter.

10.2 The Partner shall not make available on the market a Product that it has reason to believe is not in conformity with the MDR and shall inform Volter without undue delay.

10.3 Without Volter's prior written consent, the Partner may not: (a) modify the Product or change its design or intended purpose, (b) place it on the market under its own name or trademark, (c) remove, alter or cover markings, labels, the UDI and the serial number, (d) produce its own translations of the Instructions for Use or alter promotional materials and claims about the Product, (e) combine the Product with accessories not approved by Volter. The Partner acknowledges that a breach may cause it to assume the obligations of a manufacturer under Article 16 MDR and the manufacturer's liability for a defective product.

11. Traceability

11.1 For each Product, the Partner keeps a record of the serial number / UDI, the date of delivery and the End Customer (name, address, contact details) and of its supplier. It retains the records for **at least 10 years** from the delivery of the last Product, including after the end of the cooperation, and makes them available to Volter on request within 5 Working Days, or within 48 hours in the case of a field safety corrective action.

11.2 The Partner ensures a legal basis for processing the personal data of End Customers and transferring them to Volter for the purposes of traceability, vigilance and safety notices.

11.3 The parties process data concerning the health of Users (special categories of personal data) only to the extent necessary for the selection and adjustment of the Product, traceability and vigilance under the MDR, on an appropriate legal basis and with adequate safeguards. Details of the processing of personal data by Volter are set out in the privacy policy at www.xrover.cz.

12. Handover and Training of the End Customer

12.1 When handing over each Product (sale, rental, test ride), the Partner shall:

1. hand over the Instructions for Use in the End Customer's language;
2. adjust the Product to the User and verify that the User's weight and dimensions are within the limits of the Instructions;
3. provide training in operation by a trained person;
4. draw up a handover and training record stating the serial number and signed by the End Customer, and retain it for the period under Article 11.1;
5. draw attention to the Service Plan and the conditions of the manufacturer's warranty.

12.2 The Partner ensures that its sales staff complete Volter's training, which Volter provides at trade fairs, at business meetings or online (in future also as an online tutorial), and that each of its sub-distributors assumes the same obligations.

12.3 The Partner may hand over Products intended for repeated use by different Users (rental, loan, reissue) to another User only after a service inspection by Volter (Article 18), replacement of worn parts and hygienic preparation in accordance with the Instructions for Use, documented by a Service Record. The Partner shall inform the operators to whom it supplies Products of their obligations under the legislation on the operation of medical devices in the state of use (in Germany in particular the Medizinprodukte-Betreiberverordnung, MPBetreibV).

13. Complaints and Incidents

13.1 The Partner shall notify Volter at info@volter.cz of:

- safety events: any accident, injury or suspected defect that led or could have led to a risk to health, including photographs and a description of the circumstances, without undue delay and at the latest within 48 hours of becoming aware of it;
- within 5 Working Days, any other complaint concerning the quality, safety or function of the Product.

13.2 The Partner keeps a register of complaints, non-conforming Products and recalls. Pending Volter's instructions, it shall not repair, modify or dispose of the Product concerned and shall make it available or send it to Volter free of charge on request.

13.3 Reports to the competent authorities are made by Volter as the manufacturer, unless legislation imposes the obligation directly on the Partner; the contractual deadlines under Article 13.1 are internal maximum limits and do not replace the Partner's statutory obligations. The Partner shall not make public statements about the safety of the Products without agreement with Volter.

14. Field Safety Corrective Actions and Recalls

14.1 In the event of a field safety corrective action (FSCA), a recall or a field safety notice (FSN), the Partner shall act immediately in accordance with Volter's instructions: it shall stop selling the Products concerned, deliver the notice to End Customers, trace the Products with Users, arrange for their return or repair and confirm completion in writing.

14.2 Volter bears the costs of the action to the extent that it was caused by a defect in the Product; the Partner bears its own administrative costs. Lump-sum claims of the Partner against Volter are excluded. If the action was caused by a breach of the Partner's obligations, the Partner bears the costs.

Part IV – Defects, Recourse, Manufacturer's Warranty and Service

15. Rights Arising from Defects for Products for the Partner's Own Use

15.1 For Products that the Partner uses itself (e.g. as a service provider or rental business), the period for asserting rights arising from defects is **12 months** from delivery; the same applies to Demonstration Units.

15.2 Volter is entitled to choose whether to remove the defect by repair, by supplying the missing item or by replacing the Product or part. Only if the defect cannot be removed within a reasonable period may the Partner request a price reduction or, in the case of a material breach of contract, withdraw from the contract. Self-remedy at Volter's expense is excluded unless Volter has approved it in writing in advance.

16. Partner's Recourse on Sales to End Customers

16.1 If an End Customer justifiably asserts a right arising from a defect in a Product against the Partner, Volter is liable to the Partner for **24 months from the sale to the End Customer, but no longer than 36 months from dispatch** of the Product by Volter. The Partner shall provide evidence of the date of sale, the serial number, the handover and training record and the Service Records. If mandatory provisions on recourse in the supply chain applicable to the claim (e.g. Sections 445a, 445b and 478 of the German Civil Code, BGB) provide for a longer period or a broader scope of the claim, those statutory provisions apply.

16.2 The Partner handles complaints from its customers in its own name and at its own responsibility in accordance with the law of its country. The Partner sends the Product or part complained of to Volter's service centre in the Czech Republic for assessment and repair; Volter repairs or replaces it free of charge and bears the cost of standard transport of a justifiably claimed Product. Repairs and interventions are not carried out at the Partner's premises and Volter does not reimburse the Partner's labour costs, unless it is obliged to do so by mandatory provisions under Article 16.1. Costs incurred by the Partner beyond the statutory requirements or on the basis of its own promises are borne by the Partner.

16.3 Volter is not liable for defects caused by normal wear and tear, in particular of Wear Parts, use contrary to the Instructions for Use, failure to comply with the Service Plan, exceeding the load capacity, modification, non-original parts, improper assembly or adjustment by the Partner, or improper storage or transport at the Partner's premises, nor for defects for which the notification period under Article 7 was not observed.

17. Manufacturer's Warranty

17.1 Volter provides End Customers with the Manufacturer's Warranty to the extent and under the conditions set out in the GTC for consumers and in the warranty certificate. The Partner passes it on to

End Customers in its current version and may not promise a warranty of broader scope on Volter's account.

18. Service and Spare Parts

18.1 Service, repairs and service inspections of the Products are carried out exclusively by Volter at its service centre in the Czech Republic or by a person expressly authorised in writing by Volter to provide service (Authorised Service), always using Original Parts. The Partner does not carry out repairs or other interventions on the Products, with the exception of routine user maintenance in accordance with the Instructions for Use (e.g. checking tyre pressure, cleaning), and sends Products for service to Volter's service centre. Volter keeps Service Records stating the serial number.

18.2 Volter ensures the availability of spare parts or functionally equivalent substitutes for a reasonable period, **at least 5 years from the end of production** of the model. This does not apply to parts whose production has been discontinued by a subcontractor and for which no equivalent substitute can be obtained with reasonable effort; Volter will inform Partners of any such fact.

18.3 Products sent to Volter for service or under a complaint require an RMA number assigned in advance, must be cleaned and disinfected (Article 23) and must bear an undamaged label and UDI.

19. Scope of Remedies

19.1 The Partner's claims arising from defects are limited to the claims under this Part IV; claims for damages are governed by Part VI.

Part V – Demonstration Units, Returns and Hygiene

20. Demonstration Units

20.1 Volter makes Demonstration Units available to Partners primarily by way of lease for the contractual rent agreed in the dealer agreement or in the order; Volter remains the owner. The Partner insures them, uses them only for demonstrations, test rides and rental in accordance with Article 12, has them serviced exclusively by Volter and, at the end of the lease, returns them cleaned, disinfected and complete. The Partner is liable for damage beyond normal wear and tear, loss and theft.

20.2 If the Partner purchases a Demonstration Unit, it may sell it to an End Customer no earlier than 1 year after delivery, unless Volter gives its prior written (including e-mail) consent to an earlier sale, which it will not withhold without good reason; in any case, however, expressly as a used Product, after a service inspection at Volter's service centre and hygienic preparation in accordance with Article 12.3. Recourse under Article 16 then applies for 12 months from the sale to the End Customer.

20.3 Products lent by Volter to the Partner for a trade fair or demonstration shall be returned by the Partner within 14 days of the end of the event or of a request, cleaned and complete. If they are not returned in time, Volter is entitled to invoice them at the Partner price; damage is invoiced at the cost of repair.

21. Returns

21.1 Defect-free Products may be returned only with Volter's prior written consent and an RMA number, within 30 days of delivery, unused and in their original undamaged packaging. Volter issues a credit note for the invoiced price less a handling fee of **20 %, at least EUR 50**.

21.2 Products manufactured to configuration, used Products, spare parts removed from their packaging and textile parts intended for direct contact with the body cannot be returned.

22. Cancellation of Orders

22.1 The Partner may withdraw from a confirmed order **against a cancellation fee** (Section 1992 of the Civil Code) of **10 %** of the price for standard Products and **30 %** of the price for Products manufactured to configuration, but only until production or dispatch of the Product concerned has begun. The withdrawal takes effect upon delivery of the notice and payment of the cancellation fee.

22.2 Once production or dispatch has begun, the order cannot be cancelled unilaterally; the contract continues and the Partner is obliged to accept the Product and pay the purchase price. If the Partner refuses to accept the Product, Volter may, after an additional period of 14 days has expired without result, withdraw from the contract and claim compensation for the damage actually incurred, in particular the costs of materials, production, transport, storage and any reduction in the value of the Product on resale.

23. Hygiene

23.1 Every Product handed over to Volter (service, complaint, return, end of a loan) must be cleaned and disinfected in accordance with the Instructions for Use and marked as hygienically prepared. Otherwise, Volter is entitled to charge a flat fee of **EUR 60 / CZK 1,500** per Product or to refuse acceptance and return the Product at the Partner's expense; the Partner is entitled to prove that Volter's costs were lower.

Part VI – Liability and Insurance

24. Limitation of Liability

24.1 Volter does not limit its liability for harm to life or health, for damage caused intentionally or through gross negligence, for damage caused by a defective product under special legislation, or any other liability that cannot be excluded or limited in advance under the applicable law (Section 2898 of the Civil Code). In the event of a breach of a material contractual obligation through slight negligence, liability is limited to the foreseeable damage typical for the type of contract.

24.2 In all other cases:

1. Volter's liability for loss of profit, loss of business opportunities, indirect and consequential damage, loss of data and penalties imposed on the Partner by third parties is excluded;
2. Volter's total liability for damage which by its nature is covered by Volter's liability insurance under Article 26.1 is limited to the insured sum, at most CZK 75,000,000 for all loss events in a calendar year; for other damage, Volter's total liability under a single contract is limited to the price of the delivery concerned excluding VAT. The scope of insurance cover under the insurance policy is decisive, not whether the insurer actually paid in a particular case.

24.3 The parties declare that the limitation under Article 24.2 corresponds to the foreseeable damage, the agreed prices and the insurance cover, and the Partner expressly accepts it (Section 1753 of the Civil Code).

24.4 The limitation of liability also applies in favour of Volter's employees, representatives and subcontractors.

24.5 The Partner's claims for damages become time-barred 1 year from the moment the Partner became aware of the damage, but no later than 3 years from delivery; this does not apply to claims under Article 24.1.

25. Indemnification

25.1 The Partner shall indemnify and hold Volter harmless from claims of third parties, including claims of End Customers, Users and supervisory authorities, and reimburse Volter for reasonable costs of defence, if the claim arose as a result of:

- a breach of the Partner's obligations under Part III, in particular modification of the Product, missing training or record, incorrect adjustment or handover of an unprepared Product to another User;
- service not carried out by the Authorised Service or using non-original parts;
- claims about the Product, promises or warranties given by the Partner beyond Volter's documentation.

25.2 The parties shall inform each other of any claim raised without undue delay and cooperate; neither party shall accept a claim without the consent of the other.

26. Insurance

26.1 Volter maintains insurance against liability for damage caused by its operations and by a defective product. The insured sum and the territorial and material scope of cover correspond to the valid insurance policy; Volter will provide evidence of this by an insurance certificate at the Partner's request.

26.2 For the duration of the cooperation and for 3 years thereafter, the Partner maintains general liability and product liability insurance with a limit of at least **EUR 1,000,000** per insured event and submits an insurance certificate at Volter's request.

Part VII – Final Provisions

27. Trademark and Promotion

27.1 The Partner may use the xRover trademark, logo and Volter's promotional materials only to promote and sell original Products, in accordance with the brand manual and without alteration. The registration of domains, social media profiles and business names containing the designation "xRover" is prohibited without Volter's written consent; upon termination of the cooperation, the Partner shall transfer them to Volter or cancel them.

27.2 The Partner may make claims about the Product (in particular regarding its intended purpose, indications, certification and safety) only within the scope of Volter's documentation.

28. Confidentiality

28.1 The parties shall keep confidential the prices, business terms, technical information and customer data of the other party for the duration of the cooperation and for 3 years thereafter, unless disclosure is required by law or by a supervisory authority.

29. Force Majeure

29.1 Neither party is liable for failure to perform an obligation caused by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will (Section 2913(2) of the Civil Code), in particular a natural disaster, epidemic, war, embargo, or failure of supplies from subcontractors or of energy. If the obstacle lasts longer than 90 days, either party may withdraw from the contract concerned.

30. Governing Law and Disputes

30.1 Legal relationships are governed by the law of the Czech Republic, in particular the Civil Code. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

30.2 Disputes arising from business relationships with Partners having their registered office in a member state of the EU, the EEA or in Switzerland are decided by the court in Prague having subject-matter jurisdiction according to Volter's registered office. Volter is also entitled to sue the Partner before the court of the Partner's registered office.

30.3 Disputes with Partners having their registered office outside the EU, the EEA and Switzerland shall be finally settled in arbitration before the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with its rules, by a sole arbitrator, in Prague, in the English language.

31. Amendments to the B2B GTC

31.1 Volter may amend the B2B GTC with effect for orders confirmed after the amendment takes effect. Volter will notify the Partner of the amendment by e-mail at least 1 month before it takes effect. The Partner is entitled to reject the amendment before it takes effect and to terminate the framework relationship with a notice period of 1 month; the existing version applies during the notice period. If the Partner does not reject the amendment and places an order after it takes effect, the amendment is deemed accepted. The amendment does not apply to orders confirmed before it takes effect or to individually agreed terms (framework agreement, individual agreement) unless the Partner expressly agrees.

32. Miscellaneous

32.1 Deviating arrangements and amendments to the contract require written form; e-mail is deemed to be written form. The Partner may not assign receivables or the contract without Volter's consent.

32.2 The invalidity or unenforceability of any provision does not affect the other provisions; the parties shall replace it with a provision closest to its purpose.

32.3 The Partner assumes the risk of a change in circumstances (Section 1765(2) of the Civil Code). The B2B GTC were available to the Partner before the contract was concluded and the Partner had the

opportunity to negotiate individual deviations (Article 2.1). Provisions that may be unexpected or burdensome for the Partner, in particular Articles 4.1, 7, 16, 22 and 24, are highlighted and the Partner expressly accepts them by concluding the contract (Section 1753 of the Civil Code).

32.4 These B2B GTC take effect on the day of their publication at www.xrover.cz.