

## General Terms and Conditions for Business, Sales and Payment Conditions of SPRINGER AKTIV AG

### 1. Area of application, ancillary agreements, acknowledgement

The following General Terms and Conditions for Business, Sales and Payment Conditions apply to all contracts, deliveries and other services between Springer Aktiv AG and the contract partner, unless any other agreements have been made in writing. The General Terms and Conditions for Business, Sales and Payment Conditions are a component of the business relationship. They also apply for all future contracts, unless in individual cases no other agreements have been made in writing. Ancillary agreements require written form in order to be effective.

Conditions deviating from these are only obligatory for Springer Aktiv AG if they have been expressly approved in written form; remaining silent towards deviating conditions is considered a refusal.

### 2. Offers, Orders

The representation of products, deliveries and services of Springer Aktiv AG in the Internet as well as in brochures, prospectuses or other information remain free and non-binding. All indications of a technical nature, illustrations and/or descriptions are merely service descriptions which do not represent any warranty of characteristics. The represented products, deliveries and services merely represent an invitation to the customer for the release of an offer. The ordering of the customer is the offer to Springer Aktiv AG for the conclusion of a contract. The offer is considered accepted as soon as either a written confirmation of Aktiv AG concerning the acceptance of the offer has been made or as soon as the order has arrived at delivery.

### 3. Delivery, Extent of Delivery, Force Majeure

If nothing else has been agreed to in writing, the delivery will be made to the address indicated by the contract partner. Information concerning delivery dates and deadlines are non-binding, unless a delivery date has been agreed upon by Springer Aktiv AG in writing. In case of the agreement on delivery dates, deliveries are admissible prior to expiration of the delivery period. The same applies to partial deliveries and partial services in an amount that can be reasonably expected of the contract partner. Each partial delivery or partial service that can be reasonably expected of the contract partner is considered an independent delivery and/or service.

If a delivery date or deadline has been exceeded, the contract partner can demand in writing that Springer Aktiv AG should render the contractually owed service within an appropriate time period. After the grace period has expired in vain, the contract has the right to partially or totally withdraw from the contract. A delay on the part of Springer Aktiv AG is out of the question if the contract partner is in arrears with the fulfillment of a contractual obligation towards Springer Aktiv AG.

In cases of force majeure or other unusual circumstances not the fault of Springer Aktiv AG (strike, lockout, interference by public authorities, difficulties in the provision of energy or other unforeseeable events which are not the fault of anyone) the delivery deadline (also one that has been agreed upon) will be extended accordingly if Springer Aktiv AG is prevented by these circumstances from fulfilling its obligations in good time. The same applies if primary suppliers are affected by such circumstances or the circumstances occur after Springer Aktiv AG has been delayed. If this should materialise, Springer Aktiv AG must inform the contract partner immediately.

If a primary supplier does not provide Springer Aktiv AG with the ordered products despite contractual obligation, Springer Aktiv AG has the right to withdraw from the contract. In this case, Springer Aktiv AG must immediately inform the customer that the ordered service is not available. The purchase price, possibly already paid, must be refunded.

### 4. Shipping, Passing of Risk

The place of fulfilment for Springer Aktiv AG is its headquarters. If Springer Aktiv AG takes on the shipping, the legal regulation of § 447 BGB will be in force excepting the case that Springer Aktiv AG itself undertakes the delivery with its own vehicles. A transport insurance will only be concluded upon request of and paid by the contract partner.

### 5. Prices

If nothing to the contrary has been agreed upon or indicated, prices are understood as non-binding and as net prices, meaning that the legal VAT - if it is to be levied - is shown separately in the invoice. Transport and packaging costs are calculated separately if nothing to the contrary has been

agreed upon. Starting from an order of 1.000,00 EUR net insole product value, the delivery inside the EU will be made free of postage and packaging fees. In countries outside of the EU the amount is 2.500,00 EUR to save the shipping costs.

Orders under 100.00 EUR net product value can be carried out freight collect by Springer Aktiv AG. In case of a net product value of under 100.00 EUR, an additional minimum order charge of 5.00 EUR will be accrued and in case of a net product value of under 50.00 EUR, a minimum order charge of 10.00 EUR will be accrued.

If, following conclusion of the contract, transport costs, insurance costs, taxes or other public dues and debts should arise anew or be increased, Springer Aktiv AG is authorised to add the additional debt to the price that has been agreed upon.

### 6. Payment Conditions

If nothing to the contrary has been agreed upon, invoices from Springer Aktiv AG are payable within 10 days of the invoice date with 3 % discount, within 30 days net without deduction. In the case of technical products (hardware and software) and seminars, the invoices are payable immediately, strictly net. Interest on arrears is charged in accordance with §§ 286, 288 BGB with 8 percent points above the base interest rate. The payments are to be made in cash or through free bank transfer.

Exchanges will only be received in payment following previous written agreement. The acceptance will only be made in this case by way of payment and under exclusion of liability for punctuality and propriety for submission and protest.

A set-off with counter-claims is only possible if these are acknowledged or legally established by Springer Aktiv AG. In case of a delay in payment on the part of the contract partner, Springer Aktiv AG is actively justified in retaining its own service and delivery obligations. Springer Aktiv AG has the right to demand securities or advance payment for deliveries not yet made. In case of a fruitless expiration of an appropriate grace period for the advances of securities or advance payment, Springer Aktiv AG has the right to demand that the entire payment obligation is immediately due or to withdraw from the contract. In case of a withdrawal, Springer Aktiv AG must discount the amount not yet due with the contract interest with which it refinances itself. Springer Aktiv AG also has the right to prohibit further sale or processing of the products that are in their (co-) ownership, and to demand the return.

### 7. Warranty for Defects and Liability

The contract partner must inspect the products immediately after receipt if this is possible in the usual course of business. If a defect can be recognised, it must be immediately reprimanded in writing. If the contract partner neglects to immediately give a written notice, the product shall be considered free of defects.

If a defect only reveals itself later, this defect must also be immediately reprimanded in writing after it has been discovered. Otherwise the product shall be considered as approved without defects. If a defect only applies to a part of the delivery, the contract partner does not have the right to object to the entire delivery, unless the defect-free part is of no interest to the contract partner. In case of justified defect reprimands within the warranty period, Springer Aktiv AG has the right to provide rectification through improvement or new delivery/service, according to their choice. Only after two failed repeat performances does the contract partner have a right to either a reduced price or to withdraw from the contract.

The warranty claims are dropped if the contract partner has himself caused the defect, or if the defect is due to unprofessional and/or faulty treatment, application, maintenance, storage, natural wear and tear, unprofessional interventions or the use of replacement parts of foreign origin.

No further rights can be derived from material defects that do not or only slightly restrict the suitability of the products.

### 8. Damage Compensation, Limitation of Liability

With guarantee undertakings, there follows a liability in accordance with the legal stipulations. For damage compensation, regardless of from which legal basis, especially due to violation of contract obligations and inadmissible action, there is a liability only for wilful or gross negligent actions or if the violated obligation is of essential significance for the attainment of the purpose of the contract (cardinal obligations). In case of gross negligent

violation of cardinal obligations, the liability for damage compensation is limited to the foreseeable damages typical of the contract. The disclaimer and/or the liability limitation does not apply in case of injury to life, body or health, or if a liability in accordance with the Product Liability Law exists for damages to privately used things.

### 9. General Information about Processing

The insoles of Springer Aktiv AG are blanks that can be altered, mechanically and thermoplastically, and can thus be adjusted to any given indication. They are formed under high pressure and adjusted. For reasons of quality, it is strongly advised not to separate the individual layers during the course of a thermal treatment and then bind them together again.

### 10. Reservation of Title

Springer Aktiv AG reserves the right to ownership of all delivered products until the contract partner has settled all demands from the business relation.

The reservation of title also applies proportionally if the product has been processed or prepared. In case of resale, the demands resulting on third parties, up to the amount of the entire demands, are considered transferred without reservation to Springer Aktiv AG. The transfer is already accepted now. The contract partner is authorised to withdraw these demands despite the transfer. The authority of Springer Aktiv AG to itself withdraw the demands remains unaffected by this; nonetheless, Springer Aktiv AG is obliged to not withdraw the demands as long as the contract partner is not in default. If this is the case, however, Springer Aktiv AG can demand that the contract partner makes the transferred demands and their debtors known, makes all indications required for collection, hands out the required documents and informs the debtors (third parties) of the transfer.

The contract partner may neither mortgage the delivered objects nor assign them in security. In cases of mortgages and confiscation or other decrees through third parties, the contract partner must immediately inform Springer Aktiv AG of these and make available to the latter all information and documents required for the preservation of their rights.

Springer Aktiv AG is obliged to release the securities to which it is entitled upon request of the contract partner as long as the value exceeds the demand to be secured by over 20%, if these have not been settled.

### 11. Copyrights

If the contract partner receives samples, diagrams, photographs or other documents in connection with the fulfilment of the contractual obligations, these shall remain the property of Springer Aktiv AG, unless anything to the contrary has been agreed upon. The copyrights of Springer Aktiv AG shall remain unaffected in any case. The objects or documents handed over are to be returned upon request. They may not be made accessible to third parties without the prior written consent of Springer Aktiv AG.

### 12. Place of Jurisdiction

The place of jurisdiction for all disputes resulting from the contract relationship is Berlin.

### 13. Data Protection

The data ceded by the contract partner are used by Springer Aktiv AG exclusively for the settlement of the contract and are not passed on to third parties. All customer data are stored and processed in adherence to the relevant stipulations of the Federal Data Protection Law (BDSG) and the Tele-Service Data Protection Law (TDDSG).

### 14. Applicable Law

The law of the Federal Republic of Germany will be in exclusive force.

### 15. Severability Clause

If individual stipulations are completely or partially incomplete or void, or are or shall become incomplete or void, the validity of the remaining stipulations shall not be affected by this. The void or incomplete stipulation, shall be replaced by the stipulation that comes closest, in terms of what is economically desired, to the meaning and purpose of the void or incomplete stipulation.

Berlin, February 2014