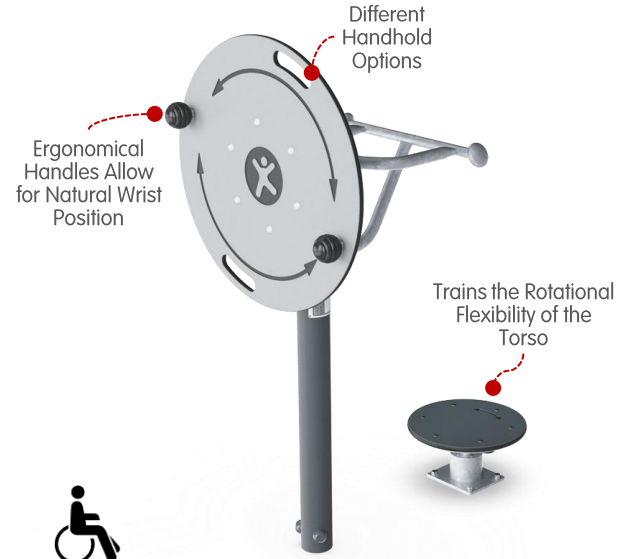
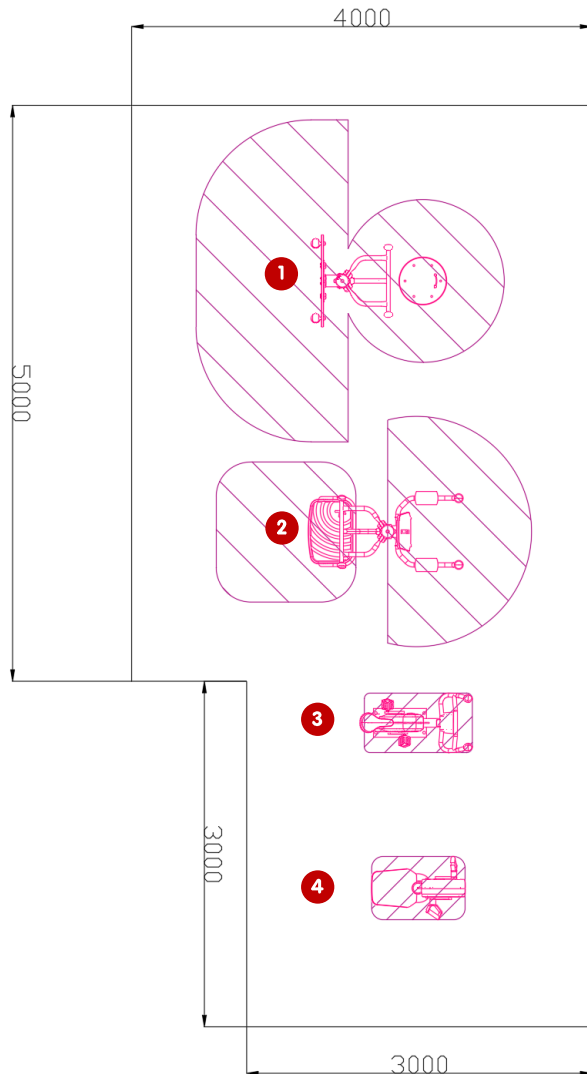




Teresa Ville

KOMPAN!
Let's play

Teresa Ville



① Twist & Flex Wheel FSW236

Inclusive 2-In-1 Twist & Flex Wheel & App Support
Capacity(users): 2



Activities:

- Two Feet Twist w/ Support
- Two Feet Twist w/o Support
- Two Hands turns Outer Handles
- Two Hands turns Inner Handles
- Two Hand turns on One Leg
- One Hand turns on One Leg
- One Hand Sideways turns on One Leg



② Leg Lift & Step Up Station FSW23700-CUSTOM_20383462

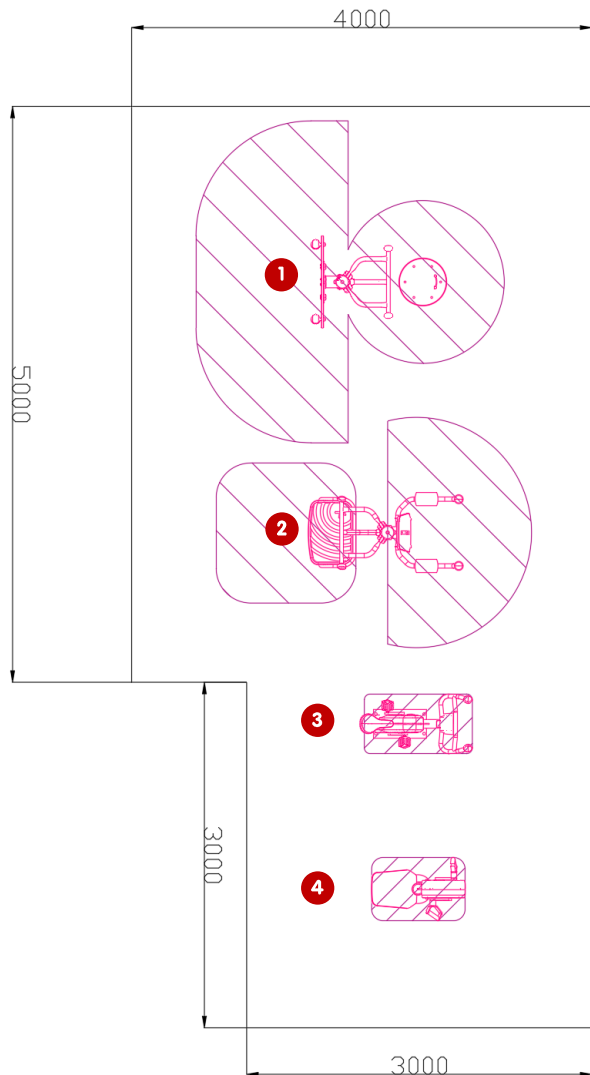
2-In-1 Leg Lift & Step Up Station & App Support
Capacity(users): 2



Activities:

- Steps
- Side Steps
- Reverse Lunges
- Knee Lift Normal
- Leg Lift Normal
- Dips Normal

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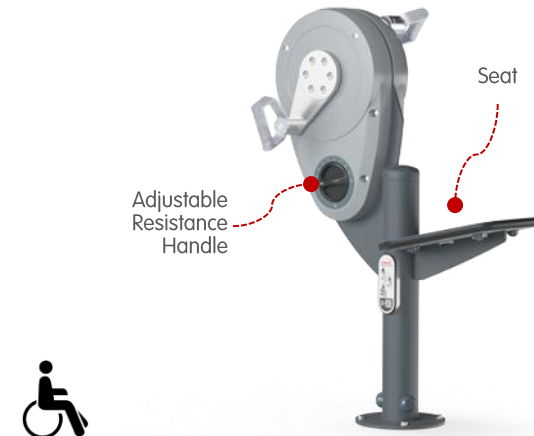


- ① **Bike FSW246**
Upright Bike w/ Adjustable Seat Height, Adjustable Resistance Handle & App Pairing
Capacity(users): 2

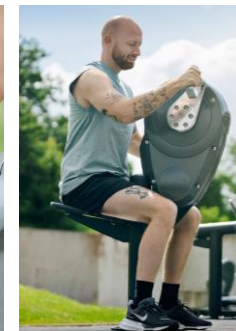


Activities:

- Upright Biking



- ③ **Arm Bike FSW240**
Accessible Arm Bike w/ Adjustable Resistance & App Support
Capacity(users): 1



Activities:

- On Seat Armbike
- Standing Armbike
- From Wheelchair

Terms & Conditions

1. OBJECTS

1. These terms and conditions of sale (hereinafter "GT&C's") govern the sale and supply of all goods and/or services (goods and services herein severally and jointly as "Products") and the assembly and installation of the Products ("Services") by KOMPAN Asia Pte. Ltd. (hereinafter "Seller" or "KOMPAN") to the customer ("Customer") and shall apply to any relationship between the Seller and the Customer.

2. These GT&C's replace and supersede any prior communications, agreements and understandings between the parties whether oral or in writing concerning the sale and supply of the Products or the Services. Any purchase order issued by the Customer to the Seller shall be subject to the present GT&C's and the Customer accepts the applicability of these GT&C's to future supplies of Products or Services.

3. A legally binding contract ("Contract") shall not come into force between the Seller and the Customer until the period of FIVE (5) BUSINESS DAYS provided for in clause 2.3 has expired and the Seller has not received a notice of withdrawal/rejection from the Customer. If, within FIVE (5) BUSINESS DAYS from the date of issuance of the Order Confirmation (as defined below), the Seller does not receive a notice of withdrawal / rejection of the Order Confirmation, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and these GT&C's. In case of conflict between the provisions contained in the Order Confirmation and those from the present GT&C's, the provisions in the Order Confirmation shall prevail.

2. REQUEST FOR SERVICES

1. Notwithstanding any express indication to the contrary, the Customer is obliged to send the Seller a request for the Services and/or Products (hereinafter, "Order") by ordinary post or email.

2. For the purpose of these GT&C's, the Order must, at least, contain the following information:

- personal information and address of the Customer;
- products requested (type and number);
- installation services requested;
- indication of the date and place for the provision of the Services

3. Once the Order has been received, the Seller shall have seven (7) business days – starting from the date of receipt of the same – to issue an Order Confirmation accepting, refusing and/or submitting amendments to the Order, and including the relevant Prices (as defined below) for the Services and/or Products and the total amount to be paid by the Customer ("Order Confirmation"). The Customer will have the right to withdraw the Order within FIVE (5) BUSINESS DAYS after receiving the Order Confirmation if, e.g. he does not accept the Price indicated by the Seller.

3. RATES - PAYMENTS

1. The prices of the Services and/or Products are those reflected on the Order Confirmation and will correspond to the current prices offered by the Seller ("Prices").

2. The Order Confirmation will indicate, apart from the Prices, other charges such as transport costs involved in the shipping of Products to the destination mutually agreed in the same Order Confirmation. Unless expressly stated otherwise in writing, Prices in the Order Confirmation exclude all charges relating to taxes, and any increases in these charges, which may come into force after the date of the Order Confirmation shall be solely borne by the Customer.

3. Unless expressly stated otherwise in writing, a proforma invoice reflecting the total value of the Products will be issued after five (5) Business Days from the date of Order Confirmation when the Customer has accepted or deemed to have accepted the Order Confirmation, and prior to the commencement of production of the Products. For standard and variant Products, Customer is required to make a pre-payment of 50% of the total invoiced amount prior to the release into production, and payment for the remaining 50% shall be made one week prior to the dispatch of Products from KOMPAN's factory, as indicated on the Order Confirmation. For customized products, Customer is to pay the full amount reflected in the invoice upfront, prior to the release into engineering and production. Upon the completion of the installation of Products, an invoice will be

issued to the Customer reflecting the amount paid by the Customer.

If there are any remaining services of the project e.g. unforeseen installation services that are unpaid, Seller will issue an invoice for such remaining services, and payment shall be made within 30 calendar days from the invoice date.

4. In the event of the non-payment by the Customer in accordance with this clause 3(4), the Customer shall pay the Seller interest at the legal interest rate of 2% per month with effect from the time of due payment, without prejudice to any further damages and any other rights arising from the non-payment.

4. RISK AND RETENTION OF TITLE

Unless otherwise and specifically agreed in writing, all risks relating to the Products are transferred to the Customer when the same depart from the Seller's premises and are delivered to the carrier or freight forwarder. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these GT&C's, the property in the Products shall not pass to the Customer until the Seller has received in cash or cleared funds payment in full of the price of the Products.

5. DELIVERY

1. Unless otherwise expressly agreed, delivery timings are estimates only and not binding. Any delay in delivery does not confer the right on the Customer to cancel the Contract or any order nor to damages and/or compensation. Customer may only suggest varying the delivery timing set out in the Order Confirmation by giving not less than 30 calendar days' notice in writing. Any request to vary the delivery timing set out in the Confirmation Order is subject to Seller's acceptance and confirmation.

2. Unless expressly stated otherwise in the Order Confirmation, the Seller shall organize the delivery of Products CIP (as defined by Incoterms 2010) to their destination. If the carrier is unable to discharge the Products carried, the transport will still be charged. Any damage to Products caused after the delivery of Products to the carrier will be the exclusive responsibility of Customer.

3. (i) The carrier shall deliver at a point readily accessible by truck, standard delivery via 18 tonne vehicle The Seller reserves the right to charge extra for any special delivery requirements. Customer shall be responsible for providing offloading facilities, final moving, location and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event of the unloading and/or delivery schedule being delayed, the Seller reserves the right to make a reasonable charge. Any damages or missing Products to be noted on the delivery paperwork at time of delivery.

(ii) If the Customer is not available or prepared to accept delivery according to the agreed delivery or installation schedule due to any reason whatsoever, the Seller may postpone the delivery of the Products or regain possession of the Products upon delivery and redeliver at a later date. The Seller is entitled to charge the Customer for any additional expenses thereby incurred (including temporary storage and demurrage) or leave the Products on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise.

6. INSTALLATION AND ASSEMBLY SERVICE

1. To facilitate the carrying out of the Services, the Customer shall promptly notify the Seller of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Seller shall not be held liable under any circumstance for any potential or actual damages caused to such installations.

2. The Seller shall be responsible for ensuring:

- the correct execution of the necessary work for the installation of the Products;
- the correct assembly of the Products; and

(iii) compliance of the Services with the applicable laws in force.

7. COMPLETION OF THE SERVICES

1. Upon completion of the Services, the Customer shall sign the Practical Completion Certificate provided by the Seller and if the Customer is not available to take delivery, then the Seller will send the Practical Completion certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the same shall send the Seller, within five (5) working days from receipt of the Practical Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Seller shall remedy the same at its own expense; if, instead, the Seller demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Seller the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer does return a signed Practical Completion Certificate or provide a Notice within five (5) working days from receipt of the Practical Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

8. LIABILITY

1. In no event shall Seller be liable to Customer or any other person for any special, incidental, indirect, consequential or punitive damages obligation, nor for any loss, costs or expenses, including, without limitation, damages consisting of loss start-up, sales or profits, work stoppage, loss of production, impairment of other assets or otherwise, even if arising out of or in connection with the Products and their use by the Customer and/or use or application by the same of any information disclosed or provided by or on behalf of Seller, the Seller shall organize the delivery of Products CIP (as defined by Incoterms 2010) to their destination. If the carrier is unable to discharge the Products carried, the transport will still be charged. Any damage to Products caused after the delivery of Products to the carrier will be the exclusive responsibility of Customer.

2. The Customer hereby indemnifies and hold harmless the Seller against all losses, liabilities, damages, demands, costs, claims and expenses arising out of any of the matters set out in clause 8.1.

9. CLAIMS – SUBSTITUTIONS – RETURNS

1. Any complaints about defects or non-conformity of the Products must be communicated by email and registered mail to the Seller within 8 (eight) calendar days after delivery of the same. After that period, the Customer will lose any and all rights to make a claim.

2. Return of any Products must be authorized in writing by the Seller prior to shipping and all costs and expenses incurred in the process of returning the Products will be solely borne by the Customer.

3. The communication of defects and anomalies must be accompanied by supporting documentation. The Customer shall take all reasonable action to mitigate any damage suffered and shall not be entitled to withhold or delay payment.

4. If the Seller acknowledges any Products to be defective, the Seller is entitled to, at its discretion, to choose either to (i) replace the Products; or (ii) refund the price; or (iii) offer a discounted price if the Customer has not yet paid, or (iv) to terminate the Contract.

5. The guarantees referred to in clause 10 shall not in any way apply to damage arising out of fair wear and tear or, from failures caused by incompetence or negligence of the Customer, misuse or by Force Majeure.

6. In the scope of supply of the Products, if necessary, the Seller reserves the right to provide models other than those requested by the Customer, if the requested models are not available, subject to compliance of the alternative models with the properties listed in the Order Confirmation.

10. GUARANTEES

1. The Seller warrants the Products will be free from defects in design, material and workmanship in accordance with the terms set out in the general warranty attached to the Order Confirmation after

Delivery.

2. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

3. The provisions of clauses 10.1 and 10.2 shall not apply to components which are not manufactured by the Seller, in respect of which, the Seller shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question.

11. TERMINATION

1. A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

- the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 14 calendar days after being notified in writing to make such payment; or
- the other party commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after receipt of notice in writing requiring it to do so; or
- the other party becomes insolvent, or an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or an administrator or administrative receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party makes any composition with its creditors, or the other party takes or suffers any similar or analogous action in consequence of debt; or
- in the event of a continued Force Majeure event at the other Party for a period of more than three (3) months.

2. Without affecting the rights set out in clause 11(1) above and any other relevant right and/or remedy, KOMPAN may terminate this Agreement, at any time, in whole or in part, for any reason or for no reason by giving at least three (3) months' notice to Customer.

3. Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

1. Any authorization by one of the parties to use the brands, names, logotypes and/or any other distinctive signs of the other party does not imply any right whatsoever to transfer the property of the same to the party utilizing them.

13. ADMINISTRATIVE PERMISSIONS

The Customer is solely and exclusively responsible for obtaining and maintaining the building authorizations and any other authorizations required for carrying out the supply of the Products or Services and their utilization. Where the Seller is providing Services if agreed, a copy of said authorizations and related and essential attachments, must be forwarded to the Seller before commencement of the Services.

14. FORCE MAJEURE

1. A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly. In case the Force Majeure situation continues for more than three (3) months each party shall be free to withdraw from the Contract without liability.

2. For the purposes of these GT&C's, Force Majeure means extraordinary events or circumstances which cannot be foreseen nor prevented, including but not limited to acts such as natural calamities, earthquake, war, revolution, riot, civil insurrection, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, hyperinflation, labour disputes of whatever nature, general shortage or lack of raw materials causing either curtailment or production stop, increase in raw materials cost where any increase in raw materials costs increase the total unit price for a product by [5] percent (five%) or more,

authorities not respecting legal deadlines or not acting in a reasonably foreseeable manner, civics associations, and/or NGOs groups, legal entities or individuals filing objections within administrative procedures and other circumstances beyond the parties' reasonable control.

15. DATA PROTECTION

1. Seller and Customer each act as independent organisations in relation to the personal data collected and processed in connection with any sale and execution of the parties' obligations under these GT&C's.

2. Each party must, in connection with execution of their obligations under these GT&C's, act in compliance with applicable data protection legislations and regulations.

3. Information regarding Seller's processing of personal data can be found in KOMPAN's privacy policy on www.kompan.com.

16. GENERAL

1. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be (i) delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or (ii) by email at email addresses made known to both parties. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addresser, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; if sent by email, at the time of transmission by the sender (as recorded on the device from which the sender sent the email).

2. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

3. Parties do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore by any person who is not a party to the Contract.

4. Except as set out in this Contract, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by both parties.

5. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. This Contract, and all disputes or claims arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Singapore.

7. The parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

8. The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

What's next?

Thank you for taking the time to read our proposal for your project.

If you'd like to know more, make some changes to your design, or go ahead with our proposal, please contact our Area Sales Manager (contact details are in our introductory letter).

Alternatively you can send your Purchase Order to:

Email: kompanasia@kompan.com

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Tel.: +65 8852 5058

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We're looking forward to working with you!