

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2017

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-15103

**INVACARE CORPORATION**

(Exact name of Registrant as specified in its charter)

Ohio  
(State or other Jurisdiction of  
Incorporation or Organization)

95-2680965  
(I.R.S. Employer  
Identification Number)

One Invacare Way, Elyria, Ohio 44035

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (440) 329-6000

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Name of exchange on which registered
Common Shares, without par value	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined by Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the Registrant (1) has filed all reports to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to the filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such short period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405) is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Act). Yes  No

As of June 30, 2017, the aggregate market value of the 31,816,530 Common Shares of the Registrant held by non-affiliates was \$419,978,196 and the aggregate market value of the 18,357 Class B Common Shares of the Registrant held by non-affiliates was \$242,312. While the Class B Common Shares are not listed for public trading on any exchange or market system, shares of that class are convertible into Common Shares at any time on a share-for-share basis. The market values indicated were calculated based upon the last sale price of the Common Shares as reported by The New York Stock Exchange on June 30, 2017, which was \$13.20. For purposes of this information, the 1,031,950 Common Shares and 0 Class B Common Shares which were held by Executive Officers and Directors of the Registrant were deemed to be the Common Shares and Class B Common Shares held by affiliates.

As of March 6, 2018, there were 32,874,804 Common Shares and 6,357 Class B Common Shares outstanding.

**Documents Incorporated By Reference**

Portions of the Registrant's definitive Proxy Statement to be filed in connection with its 2018 Annual Meeting of Shareholders are incorporated by reference into Part III (Items 10, 11, 12, 13 and 14) of this report.

Except as otherwise stated, the information contained in this Annual Report on Form 10-K is as of December 31, 2017.



**Yes, you can.®**

**INVACARE CORPORATION  
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**Item 1. Business.****GENERAL**

Invacare Corporation (“Invacare,” “company,” including its subsidiaries, unless otherwise noted) is a leading manufacturer and distributor in its markets for medical products used in non-acute care settings. At its core, the company designs, manufactures and distributes medical products that help people to move, breathe, rest and perform essential hygiene. The company provides medical product solutions for congenital (e.g., cerebral palsy, muscular dystrophy, spina bifida), acquired (e.g., stroke, spinal cord injury, traumatic brain injury, post-acute recovery, pressure ulcers) and degenerative (e.g., ALS, multiple sclerosis, chronic obstructive pulmonary disease (COPD), elderly, bariatric) ailments. The company's products are important parts of care for people with a wide range of challenges, from those who are active and heading to work or school each day and may need additional mobility or respiratory support, to those who are cared for in residential care settings, at home and in rehabilitation centers. The company sells its products principally to home medical equipment providers with retail and e-commerce channels, residential care operators, distributors and government health services in North America, Europe and Asia/Pacific. Invacare’s products are sold through its worldwide distribution network by its sales force, independent manufacturers’ representatives, and distributors.

Invacare is committed to providing medical products that deliver the best clinical value, which promote recovery, independence, active lifestyles and support long-term conditions and palliative care. *Yes, You Can.*<sup>®</sup> continues to be the company's global tagline as it is indicative of the "can do" attitude of many of the people who use the company's products and their care providers. In everything it does, the company strives to leave its stakeholders with its brand promise - *Making Life's Experiences Possible*<sup>®</sup>.

The company is a corporation organized under the laws of the State of Ohio in 1971. When the company was first established as a stand-alone enterprise in December 1979, it had \$19.5 million in net sales and a limited product line of basic wheelchairs and patient aids. Over the course of time, the company made approximately fifty acquisitions and, after some recent divestitures to harmonize its portfolio, Invacare's net sales in 2017 were approximately \$1.0 billion. Based upon the company’s distribution channels, breadth of product line and net sales, Invacare is a leading company in many of the following medical product categories: custom power wheelchairs; custom manual wheelchairs; electromotive technology to augment wheelchairs and recreational products; recreational adaptive sports products; non-acute bed systems; patient transfer and bathing equipment; and supplementary respiratory therapy devices.

**THE NON-ACUTE DURABLE MEDICAL EQUIPMENT INDUSTRY**

The non-acute durable medical equipment market includes a broad range of equipment and services that enable the care and lifestyle needs of individuals with a broad range of conditions. With expected long-term pressure on controlling healthcare spending per capita, the company believes the market for equipment and services that support higher acuity care in lower acuity settings will continue to grow. Healthcare payors and providers continue to optimize therapies for improved outcomes and reduced cost protocols which result in earlier discharge, including recovery and treatment at non-acute settings. Care in these settings may reduce exposure to concomitant issues and be preferred by patients.

With healthcare costs continuing to increase, the interests of patients and healthcare providers are converging to focus on the most cost-effective delivery of the best care. As payors become more judicious in their spending on healthcare, companies that provide better care or demonstrate better clinical outcomes will have an advantage. With its diverse product portfolio, clinical solutions, global scale and focus on the non-acute care setting, the company believes it is well positioned to serve this growing market.

Macro trends are occurring to the global aging population. While institutional care will likely remain an important part of healthcare systems in the wealthiest economies, the company believes care settings other than traditional hospitals will increasingly provide higher acuity care. With a broad product offering, diversified channels of trade, and infrastructure serving many of the largest healthcare economies, the company believes it is well positioned to benefit from these demographic trends and changes to the provision of healthcare.

***North America Market***

The United States’ population is growing and aging. As a result, there is a greater prevalence of disability among major populations and a greater need for assistance and care. The U.S. Census Bureau has projected the U.S. population will continue to grow towards to an estimated 400 million by 2050. Along the way, the bolus of Baby Boomers will continue to raise the average age of the population. By 2030, the government estimates the percent of the U.S. population over the age of 65 will rise to be more than 20% of all residents, a 50% increase compared to 13% of the population in 2010.

In the United States, healthcare provision is supported by reimbursement from the federal Centers for Medicare and Medicaid Services (“CMS”), the Veterans Administration, state agencies, private payors and healthcare recipients themselves. In total, CMS estimates U.S. national healthcare expenditures to grow by more than 5% annually between 2017 and 2026. At this rate, healthcare spending would exceed GDP growth by 1%, which will sustain pressure to deploy care in ways that deliver the best outcomes for lower cost.

The Canadian health care system is a publicly funded model that provides coverage to all citizens. The provinces and territories administer and deliver most of Canada's health care services, and all health insurance plans are expected to meet the national principles of the Canada Health Act. The objective of this Act is to provide consumer-centered support and funding to residents who have long-term physical disabilities and to give access to personalized assistive devices appropriate for the individual's basic needs. Each provincial and territorial health insurance plan differs in terms of the reimbursement policies and product specifications. This allows healthcare services to be adjusted to regional needs. Invacare sells across Canada taking into consideration the differences in each region.

### ***Europe, Middle East and Africa Markets***

While the healthcare equipment market in each country in Europe has distinct characteristics, many of the factors driving demand and affecting reimbursement are consistent with those in North America: population aging; more patients with chronic illnesses; preference to increasingly deliver healthcare outside hospitals; and the use of technology to increase productivity and reduce ancillary costs. Each country has variations in product specifications and service requirements, regulations, distribution needs and reimbursement policies. These differences, as well as differences in the competitive landscape, require the company to tailor its approach to each local market. The company's core strategy is to address these markets with global product platforms that are localized with country-specific adjustments as necessary. This is especially the case for power wheelchairs, manual wheelchairs, and respiratory products. Customers in all European markets typically make product selections based upon quality, features, alignment with local reimbursement requirements, ability to reduce total cost of care, and customer service.

The company serves various markets in the Middle East and Africa. It approaches these markets with the global portfolio of products developed and manufactured elsewhere. Sales in these territories are made somewhat opportunistically to balance the changes in level of demand and specific products required. Often, sales are to fulfill episodic tenders and do not often represent consistent sustained trade. Sales reported in the European segment result

from business conducted principally in Western European markets.

### ***Asia/Pacific Market***

The company's Asia/Pacific segment is comprised of revenues from products sold into Australia, New Zealand, China, Japan, Korea, India and Southeast Asia. Invacare's Asia/Pacific businesses sell through six distribution channels. Mobility and seating products are sold via a dealer network with almost all sales directly government-funded. Homecare products are sold via a dealer network that sells products to the consumer market. Long-term care products are sold via a dealer network and directly to care facilities. The company operates a rental business in New Zealand supporting the three largest providers in New Zealand's North Island. Sales to other parts of Asia are sold via distributors and agents based in China, Japan, Korea, India and Southeast Asia.

### ***Reimbursement***

In most markets, the company does not make significant sales directly to end-users. In some cases, the company sells directly to a government payor, for example, in the United States, the United Kingdom and certain Scandinavian countries. In other cases, the company's customers purchase products to have available for sale to or use by end-users. These customers then work with end-users to determine what equipment may be needed to address the end-user's medical needs. Products are then provided to the end-user, and the company's customer may seek reimbursement on behalf of the consumer or sell the products, as appropriate. Product mix, pricing and payment terms vary by market. The company believes its market position and technical expertise will allow it to respond to ongoing changes in demand and reimbursement.

## **PRODUCT CATEGORIES**

The company manufactures and distributes products in three key product categories:

### ***Mobility and Seating***

- **Power Wheelchairs.** Invacare designs, manufactures and distributes complex power wheelchairs for individuals who require powered mobility. The range includes products that can be highly customized to meet an individual end-user's needs, as well as products that are inherently versatile and meet a broad range of requirements. Center-wheel drive power wheelchair lines are marketed under the Invacare® TDX® (Total Driving eXperience) brand name as well as the ROVI® X3 power base offered through the Motion Concepts subsidiary. The TDX line of power wheelchairs offers a combination of power, stability and maneuverability,

including the Invacare® SureStep® suspension with Stability Lock and available G-Trac™ Technology. Seating systems offer elevate, power tilt and recline features. The company also offers rear-wheel drive power wheelchair technology through the Invacare® Storm Series®. The company has several subsidiaries that specialize in complementary technology to enhance the utility of wheelchairs for unique and complex physiological needs. For example, the company's Adaptive Switch Labs (ASL) subsidiary has developed alternative electronic control systems and human/machine input devices that enable wheelchair and environmental control via alternative interfaces to joysticks, such as sip/puff, eye-gaze, or head position inputs. The Motion Concepts subsidiary designs and produces custom powered seating and power positioning systems. Alber sells innovative power add-on devices that enable manual wheelchair users to have optional electric power to augment manual propulsion and enable caretakers to more easily maneuver manual wheelchairs. In addition, Dynamic Controls (DCL) makes sophisticated electronic control systems for power wheelchairs that enable users to operate the device and permit wireless programming, remote diagnostics, and touchscreen controls. The company continues to be a leader in this market with unique intellectual property in wheelchair suspension, alternative controls, and electronics.

- **Custom Manual Wheelchairs.** Invacare designs, manufactures and markets a range of custom manual wheelchairs and recreational products for independent everyday use, outdoor recreation, casual and competitive sports, such as basketball, racing and tennis. These products are marketed under the Invacare® and Invacare® Top End® brand names. The company also has a premiere line of lightweight aesthetically stylish custom manual wheelchairs under the Kuschall® brand. These custom manual wheelchairs provide a wide range of mobility solutions for everyday activities. The company's competitive advantages include a wide range of features and functionality and the ability to build purposeful custom wheelchairs, as well as wheelchairs that collapse to fit into very small spaces for ease of transportability.
- **Seating and Positioning Products.** At the core of care for seated end-users is the need for proper seating and positioning. Invacare designs, manufactures and markets some of the industry's best custom seating and positioning systems, custom molded and modular seat cushions, back supports and accessories to enable care givers to optimize the posture of their clients in mobility products. The Invacare® Seating and Positioning series provides seating solutions for less complex needs. The Invacare® Matrix® Series offers versatile modular seating components with unique proprietary designs and materials that optimize pressure management and

help ensure long-term proper posture. The company's PinDot® series provides custom molded seat modules that can accommodate the most unique anatomic needs and can be adapted to fit with a wide range of mobility products. This high-level of customization and ability to rapidly produce custom products is highly specialized in the market, and is valued by therapists who need timely solutions for their clients' most complex clinical needs.

### *Lifestyle Products*

- **Pressure Relieving Sleep Surfaces.** Invacare manufactures and distributes a complete line of therapeutic pressure relieving overlays and mattress systems. The Invacare® Softform and microAIR® brand names feature a broad range of pressure relieving foam mattresses or powered mattresses with alternating pressure, low-air-loss, or rotational mattresses, which redistribute weight and assist with moisture management. These mattresses are designed to provide comfort, support and relief to those patients who are immobile or have limited mobility; who may have fragile skin or be susceptible to skin breakdown; and who spend long periods in bed.
- **Safe Resident Handling.** Invacare manufactures and distributes products needed to assist in transferring individuals from surface to surface (e.g., bed to chair). Designed for use in the home or in institutional settings, these products include ceiling and floor lifts, sit-to-stand devices and a comprehensive line of slings.
- **Beds.** Invacare manufactures and distributes a wide variety of Invacare branded manual, semi-electric and fully-electric beds for both residential care and home use for a range of patient sizes. The company's offering includes bed accessories, such as bedside rails, overbed tables and trapeze bars. The company's bed systems introduced the split-spring bed design, which is easier for home medical equipment providers to deliver, assemble and clean. Invacare's beds also feature patented universal bed-ends, where the headboard and footboard may be used interchangeably. This enables customers to more efficiently deploy their inventory.
- **Manual Wheelchairs.** Invacare designs, manufactures and distributes a complete line of manual wheelchairs. The company's manual wheelchairs are sold for use in the home and in institutional settings. Consumers include people who are chronically or temporarily disabled and require basic mobility with little or no frame modification and may propel themselves or be moved by a caregiver. The company's manual wheelchairs are marketed under the Invacare® brand name. Examples include the 9000 and Tracer® wheelchair product lines.



- **Personal Care.** Invacare distributes a full line of personal care products, including ambulatory aids such as rollators, walkers, and wheeled walkers. Also available are bathing safety aids, such as tub transfer benches and shower chairs, as well as patient care products, such as commodes and other toileting aids. In some markets where payors value durable long-lasting devices, especially outside of the U.S., personal care products continue to be an important part of the Lifestyles business. In certain markets, and in the U.S. in particular, this product area is being focused on residential care.

### ***Respiratory Therapy Products***

The company designs and manufactures products that concentrate oxygen for consumers who need supplemental oxygen for breathing. Invacare® oxygen products meet a wide variety of needs, including stationary systems for use while at home and portable systems for mobile use. Historically, oxygen therapy was provided through delivery of large tanks of liquid oxygen or the routine delivery of tanks of compressed oxygen to patients. Industry trends continue to displace modes of oxygen therapy that involve delivery, which is costlier to provide and less convenient for patients who need to coordinate the exchange of oxygen containers. Published industry data suggests a large portion of the costs associated with home oxygen therapy are directly associated with delivery-related activities required to meet the ambulatory oxygen therapy needs of patients. Invacare's newer modalities of oxygen supply replace these costlier and constraining delivery-based forms of care.

- **Stationary Oxygen Concentrators.** Invacare oxygen concentrators are manufactured under the Platinum® and Perfecto2™ brand names and are available in five-, nine-, and ten-liter models. All Invacare stationary concentrators are designed to provide patients with durable equipment that reliably concentrate oxygen at home or in a healthcare setting. Stationary oxygen concentrators are typically used by people needing nocturnal oxygen, or those who have advanced-stage lung diseases and whose lifestyles keep them largely at home.
- **Portable Oxygen Concentrators.** The fastest growing modality of providing supplementary oxygen is the battery-powered portable category. Invacare's recently launched Platinum® Mobile Oxygen Concentrator has among the most competitive features in the four- and five-liter equivalent category, including the addition in 2017 of the industry's first wireless informatics platform in the five-pound category to support the needs of providers and end-users.
- **Oxygen Refilling Devices.** The Invacare® HomeFill® Oxygen System is an alternative source of ambulatory oxygen that allows patients to fill their own convenient

small portable oxygen cylinders from a stationary oxygen concentrator at home. This enables users to have high flow stationary oxygen while at home and an easy form of mobile oxygen while away. As a result, medical equipment providers can significantly reduce time-consuming and costly service calls associated with cylinder and/or liquid oxygen deliveries while at the same time enhancing the lifestyle of the patient.

## **GEOGRAPHIC SEGMENTS**

### ***Europe***

The company's Europe segment operates as an integrated unit across the European, Middle Eastern and African markets with sales and operations throughout Europe. The Europe segment is coordinated with other global business units for new product development, supply chain resources and additional corporate resources. This segment primarily includes: mobility and seating; lifestyle; and respiratory therapy product lines. The company manufactures power wheelchair products, wheelchair power add-ons and hygiene products in different facilities in Germany. During 2017, manual wheelchair products were manufactured in Switzerland, Sweden and France with recently announced plans to consolidate these operations in France. The company manufactures beds in Portugal and Sweden for various markets. Invacare manufactures therapeutic support surfaces, and seating and positioning products in the U.K. Respiratory products, such as oxygen concentrators and Invacare® HomeFill® systems, are imported from company facilities in the U.S. In total, the Europe segment comprised 55.4%, 51.1% and 46.9% of the net sales from continuing operations in 2017, 2016 and 2015, respectively.

### ***North America***

North America includes the following segments combined for the United States and Canada:

- **North America/Home Medical Equipment (NA/HME)** - This segment primarily includes: mobility and seating, lifestyle and respiratory therapy product lines. Products are sold through rehabilitation providers, home healthcare providers, and government provider agencies, such as the Veterans Administration. This segment previously included Garden City Medical Inc. ("GCM"), which was sold on September 30, 2016. The NA/HME segment represented 33.2%, 38.5% and 41.6% of the net sales from continuing operations in 2017, 2016 and 2015, respectively.
- **Institutional Products Group (IPG)** - This segment sells healthcare furnishings including long-term care beds, case goods, safe patient handling equipment, and other equipment and accessories for long-term care customers. This segment also provides interior design

services for nursing homes and assisted living facilities undertaking renovation projects and new construction. The IPG segment comprised 6.2%, 6.1% and 7.6% of net sales from continuing operations in 2017, 2016 and 2015, respectively.

### *Asia/Pacific*

The company's Asia/Pacific segment combines two businesses - a sales and services business supporting customers principally in Australia and New Zealand and, to a lesser extent, other pan-Asian markets. The Asia/Pacific segment also includes Dynamic Controls Limited (DCL), the company's business that designs and manufactures control systems for Invacare respiratory and powered mobility products and supplies components for other third-party devices. The Asia/Pacific segment represented 5.2%, 4.3% and 3.9% of the net sales from consolidated continuing operations in 2017, 2016 and 2015, respectively.

### *Divested Operations*

On September 30, 2016, the company divested GCM which sourced and distributed primarily lifestyle products under the brand ProBasics™ by PMI. GCM was part of the NA/HME segment of the company.

Invacare divested the rentals businesses on July 2, 2015, which were included in the IPG segment. Prior to the disposition of these rentals businesses, IPG had rented long-term care medical equipment and accessory products through these rentals businesses.

The company determined that the sale of GCM and the rentals businesses did not meet the criteria for classification as discontinued operations and therefore results from these businesses remain in their respective segments unless otherwise noted.

See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

For financial information regarding reportable segments, including revenues from external customers, products, segment profitability, assets and other information by segments, see Business Segments in the Notes to the Consolidated Financial Statements of this Annual Report on Form 10-K.

## **WARRANTY**

Generally, the company's products are covered by warranties against defects in material and workmanship from the date of sale to the customer for various periods depending on the product. Certain components, principally wheelchair and bed frames, carry a lifetime warranty.

## **COMPETITION**

The durable medical equipment markets are highly competitive, and Invacare products face significant competition from other well-established manufacturers and distributors. Each country has a set of unique conditions including healthcare coverage, forms and levels of reimbursement, presence of payor and provider structures and various competitors. Many factors may play a role in the selection of products and success of the company including specific features, aesthetics, quality, availability, service levels and price. Various competitors, from time to time, have instituted price-cutting programs in an effort to gain market share and may do so again in the future. In addition, as reimbursement pressures may persist in major markets, like the U.S. These pressures have and may again significantly alter market dynamics. Increasingly, customers have access to manufacturers in low cost locations and are able to source certain products directly in lieu of purchasing from Invacare or its traditional competitors, principally for less complex products where price is the prime selection criterion.

The company believes that successfully increasing market share is dependent on providing value to the customer based on clinical benefits, quality, performance, durability of the company's products and services. Customers also value the technical and clinical expertise of the company's sales force, the effectiveness of the company's distribution system, the strength of its dealer and distributor network, the availability of prompt and reliable service for its products, and the ease of doing business with the company. The company's focus on quality is paramount. By embracing quality in all aspects of the company's activities, the company believes that its products will be better aligned to customer needs, more quickly brought to market and ultimately will result in a better customer experience and economic return. The company expects its focus on quality excellence to be a competitive advantage.

## **SALES, MARKETING AND DISTRIBUTION**

### *North America*

In the United States, Invacare products are marketed primarily to clinical specialists in rehabilitation centers, long-term care facilities, government agencies and residential care settings. The company markets to these medical professionals, who refer their patients to HME providers to obtain specific types of the company's medical equipment. The company sells its products to these providers.

In 2017, the NA/HME salesforce was primarily organized into two groups of specialized sales professionals focused on complex rehabilitation and post-acute care. Each team is focused on clinically complex products and solutions to support customer needs.

The IPG post-acute sales organization consists of company sales representatives and independent representative agencies supported by a marketing group that generates awareness and demand at skilled nursing facilities for Invacare products and services. IPG also provides interior design services and products for nursing homes and assisted living facilities undertaking renovation projects and new construction.

The company contributes extensively to editorial coverage in trade publications concerning the products the company manufactures. Company representatives attend numerous trade shows and conferences on a national and regional basis in which Invacare products are displayed to providers, health care professionals, managed care professionals and consumers. The company also drives awareness of its brand through its website, as well as with online communities of people who may use its products.

The company raises consumer awareness of its products through its sponsorship of a variety of wheelchair sporting events and support of various philanthropic causes benefiting the consumers of the company's products. In 2017, the company sponsored Miss Wheelchair USA, a program promoting self-confidence, community service and celebrating the achievements of women with disabilities. Sponsorship of several individual wheelchair athletes and teams continued in 2017, including top-ranked male and female racers and handcyclists and wheelchair basketball teams. In addition, the company continued to support disabled veterans with its 37<sup>th</sup> year of continuous sponsorship of the National Veterans Wheelchair Games, the largest annual wheelchair sporting event in the world. The company also sponsored Invictus Games, a global sporting event, to inspire recovery in veterans from all over the world. These sporting events bring a competitive and recreational sports experience to military veterans who use various assistive technology devices for their mobility needs due to spinal cord injury, neurological conditions or amputation.

The company's products are distributed through a network of facilities and directly from some manufacturing sites to optimize cost, inventory and delivery performance.

### *Europe*

The company's European operations primarily conduct manufacturing, marketing and distribution functions in Western Europe and coordinate export sales activities through local distributors for markets in the Middle East and Africa. The company uses an employee sales force and independent distributors. In markets where the company has its own sales force, product sales are made to medical equipment dealers and directly to government agencies. Marketing functions are staffed by central and regional teams to optimize coverage and content. The company operates distribution centers in various locations to optimize cost and delivery performance.

### *Asia/Pacific*

The company's Asia/Pacific segment comprises revenue from two businesses. Invacare Asia/Pacific sells and rents durable medical equipment, principally in Australia and New Zealand. It uses an employee sales force and service representative to support this revenue. The other business, DCL, uses a global employee sales force to sell electronic controls systems and components to related parties in Invacare and to independent customers. Products are distributed throughout Asia from global sources via a network of distribution nodes designed to optimize cost, inventory and delivery performance.

Marketing in direct markets in Asia/Pacific are managed regionally. Sponsorship efforts are focused around programs designed to introduce people with disabilities to sports as a pathway to inclusion. In 2017, Invacare Australia sponsored the Summer Down Under Series, which culminated in the Oz Day 10K classic wheelchair race on Australia Day. In 2017, Invacare New Zealand sponsored the Halberg Junior Disability Games and worked with local organizations to improve access for people with disabilities. Invacare supports a number of sporting organizations in the region, including Invictus New Zealand.

### **PRODUCT LIABILITY COSTS**

The company is self-insured in North America for product liability exposures through its captive insurance company, Invatection Insurance Company, which currently has a policy year that runs from September 1 to August 31 and insures annual policy losses up to \$10,000,000 per occurrence and \$13,000,000 in the aggregate. The company also has additional layers of external insurance coverage, related to all lines of insurance coverage, insuring up to \$75,000,000 in aggregate losses per policy year arising from individual claims anywhere in the world that exceed the captive insurance company policy limits or the limits of the company's per-country foreign liability limits, as applicable. There can be no assurance that Invacare's current insurance levels will continue to be adequate or available at affordable rates.

Product liability reserves are recorded for individual claims based upon historical experience, industry expertise and other indicators. Additional reserves, in excess of the specific individual case reserves, are provided for incurred unreported claims based upon actuarial valuations at the time such valuations are conducted. Historical claims experience and other assumptions are taken into consideration by the company in estimating the ultimate reserves. For example, the actuarial analysis assumes that historical loss experience is an indicator of future experience, that the distribution of exposures by geographic area and nature of operations for ongoing operations is expected to be very similar to historical operations with no dramatic changes and that the government



indices used to trend losses and exposures are appropriate. Estimates made are adjusted on a regular basis and can be impacted by actual loss awards and claim settlements. While actuarial analysis is used to help determine adequate reserves, the company is responsible for determining and recording adequate reserves in accordance with accepted loss reserving standards and practices.

### PRODUCT DEVELOPMENT AND ENGINEERING

The company's strategy includes developing a cadence of meaningful new products in key markets and product areas. As the results of work among the company's development groups in N. America, Europe and Asia, Invacare launched a series of new innovations in 2017, including the following:

- The Invacare<sup>®</sup> TDX<sup>®</sup> SP2 Power Wheelchair with LiNX<sup>®</sup> Technology and Ultra Low Maxx Seating. The TDX SP2 power wheelchair builds on several of Invacare's core patented technologies, including SureStep<sup>®</sup> suspension, Stability Lock and G-Trac<sup>™</sup> tracking technology, which ensure smooth driving and maneuverability. LiNX is revolutionary technology that allows high-end complex rehabilitation needs to be met with exceptional functionality and ease of use. The LiNX electronics system includes a touch screen display, wireless programming and remote monitoring for better clinical evaluations, easy, intuitive programming and great connected functionality for providers.
- The company expanded its healthcare informatics offering via the launch of the enhanced Invacare<sup>®</sup> Platinum<sup>®</sup> Mobile Oxygen Concentrator with Connectivity. This product brings new technology to respiratory end-users and home medical equipment providers that helps build patient confidence, offers a lightweight portable oxygen solution, and allows the end-user and provider to share product data easily for improved usability.
- Invacare Europe launched the new Orion and Comet Scooters. Built from high-quality robust materials, the new scooters offer maximum durability, strength and reliability. Featuring ten new interchangeable shroud colors and an extensive range of accessories, these scooters are adaptable to individual needs.
- The küschall K-Series attract, küschall Champion, and küschall Advance active manual wheelchairs were launched in the United States in February 2017. Featuring a minimalist aesthetic philosophy, küschall products are designed to be lighter and sleeker with fewer parts so that people see the individual in the chair, not the chair itself.

### MANUFACTURING AND SUPPLIERS

The company's objective is to efficiently deploy resources in its supply network to achieve the best quality, service performance and lowest total cost. The company targets to achieve this result with a combination of inputs from Invacare facilities, contract manufacturers and key suppliers.

The company continues to emphasize quality excellence and efficiency across its manufacturing and distribution operations. The company is expanding its culture of deploying current Good Manufacturing Practices ("cGMP") and Lean Manufacturing principles to eliminate waste throughout the network and will continue to pursue improvements. At its core, the company's operations produce and distribute both custom-configured products for specialized clinical situations and standard products.

The company procures raw materials, components and finished goods from a global network of internal and external sources. The company utilizes regional sourcing offices to identify, develop and manage its external supply base. Where appropriate, Invacare utilizes suppliers across multiple regions to ensure flexibility, continuity and responsiveness. The company's network of engineering design centers, product management groups and sources of supply are used to optimize cost and satisfy customer demand.

#### *North America*

The company operates several vertically integrated factories in North America, each with specific capabilities: custom powered wheelchairs and seating products (Elyria, OH); manual and passive manual wheelchairs and patient aids (Reynosa, MX); beds, institutional case goods and respiratory therapy products (Sanford, FL); manual recreational and wheelchair products (Pinellas Park, FL); passive manual and pediatric wheelchairs (Simi Valley, CA); and seating and positioning systems (Toronto, ONT). Products made in North American operations are sold in North America and are shipped as finished goods and as subcomponents to internal and external customers globally. The company is rationalizing its North American distribution network to optimize delivery performance, inventory and cost.

#### *Europe*

The company has eight manufacturing and assembly facilities in Europe with capabilities to manufacture patient aids, wheelchairs, powered mobility accessories, bath safety products, beds, therapeutic support surfaces, and patient transport products. The Europe segment uses these internal sources and some external sources of finished goods and components to create the portfolio of products it distributes. Products distributed in Europe are used by internal and external customers worldwide.

### *Asia/Pacific*

Invacare Asia/Pacific manufactures control systems and components used primarily in mobility and respiratory devices that serve global markets through the company's wholly-owned factory in Suzhou, Jiangsu Province, China. The company operates distribution nodes in several countries to supply customer needs while optimizing cost, inventory and service levels.

### **GOVERNMENT REGULATION**

The company is governed by regulations that affect the manufacture, distribution, marketing and sale of its products and regulate healthcare reimbursement that may affect its customers and the company directly. These policies differ among and within every country in which the company operates. Changes in regulations, guidelines, procedural precedents, enforcement and healthcare policy take place frequently and can impact the size, growth potential and profitability of products sold in each market.

In many markets, healthcare costs have been consistently increasing in excess of the rate of inflation and as a percentage of GDP. Efforts to control payor's budgets have impacted reimbursement levels for healthcare programs. Private insurance companies often mimic changes in government programs. Reimbursement guidelines in the home healthcare industry have a substantial impact on the nature and type of equipment consumers can obtain and thus, affect the product mix, pricing and payment patterns of the company's customers who are typically the medical equipment providers to end-users.

The company has continued its efforts to influence public policies that impact home-based and long-term non-acute healthcare. The company has been actively educating federal and state legislators about the needs of the patient communities it serves and has worked with policy authors to ensure the industry's healthcare consumer needs are represented. The company believes its efforts have given the company a competitive advantage. Customers and end-users recognize the company's advocacy efforts, and the company has the benefit of remaining apprised of emerging policy direction.

### **FDA**

The United States Food and Drug Administration ("FDA") regulates the manufacture, distribution and marketing of medical devices. Under such regulation, medical devices are classified as Class I, Class II or Class III devices, depending on the level of risk posed to patients, with Class III designating the highest-risk devices. The company's principal products are designated as Class I or Class II. In general, Class I devices must comply with general controls, including, but not limited to, requirements related to

establishment registration and device listing, labeling, medical device reporting, and the Quality System Regulation (QSR). In addition to general controls, certain Class II devices must comply with design controls, premarket notification, and applicable special controls. Domestic and foreign manufacturers of medical devices sold in the U.S. are subject to being inspected by FDA. In addition, some foreign governments have adopted regulations relating to the design, manufacture and marketing of health care products.

### *Other Medical Device Regulators*

Outside the U.S., it is customary for foreign governments to have a ministry of health or similar body that regulates and enforces regulations relating to the design, manufacture, distribution and marketing of medical devices. In some cases, there are common standards for design and testing. In some cases, there are country-specific requirements. These regulations are not always harmonized with those from other jurisdictions and in some cases, the consequence in costs, time to enter a market or support a product may be significant.

### *2012 Consent Decree, Taylor Street and Corporate Facilities*

In December 2012, the company became subject to a consent decree of injunction filed by FDA with respect to the company's Corporate facility and its Taylor Street manufacturing facility in Elyria, Ohio, which was an exhibit to the company's Form 8-K filed on December 20, 2012. The consent decree initially limited the company's (i) manufacture and distribution of power and manual wheelchairs, wheelchair components and wheelchair sub-assemblies at or from its Taylor Street manufacturing facility, except in verified cases of medical necessity, (ii) design activities related to wheelchairs and power beds that take place at the impacted Elyria facilities and (iii) replacement, service and repair of products already in use from the Taylor Street manufacturing facility. Under the terms of the consent decree, in order to resume full operations, the company had to successfully complete independent, third-party expert certification audits at the impacted Elyria facilities, comprised of three distinct certification reports separately submitted to, and accepted by, FDA; submit its own report to the FDA; and successfully complete a reinspection by FDA of the company's Corporate and Taylor Street facilities.

On July 24, 2017, following its reinspection of the Corporate and Taylor Street facilities, FDA notified the company that it was in substantial compliance with the QSR and, at that time, the company was permitted to resume full operations at those facilities including the resumption of unrestricted sales of products made in those facilities.

The consent decree will continue in effect for a minimum of five years from July 24, 2017, during which time the company's Corporate and Taylor Street facilities must

complete to two semi-annual and then four annual audits performed by a company-retained expert firm. The expert audit firm will determine whether the facilities remain in continuous compliance with the Federal Food, Drug and Cosmetic Act (FDA Act), regulations and the terms of the consent decree. The FDA has the authority to inspect these facilities and any other FDA registered facility, at any time. As of the date of the filing of this Form 10-K, the first expert audit of the Corporate and Taylor Street facilities has been completed and the result submitted to FDA.

Under the consent decree, FDA has the authority to order the company to take a wide variety of actions if FDA finds that the company is not in compliance with the consent decree, FDA Act or FDA regulations, including requiring the company to cease all operations relating to Taylor Street products. FDA also can order the company to undertake a partial cessation of operations or a recall, issue a safety alert, public health advisory, or press release, or to take any other corrective action FDA deems necessary with respect to Taylor Street products.

FDA also has authority under the consent decree to assess liquidated damages of \$15,000 per violation per day for any violations of the consent decree, FDA regulations or the FDA Act. FDA also may assess liquidated damages for shipments of adulterated or misbranded devices in the amount of twice the sale price of any such adulterated or misbranded device. The liquidated damages are capped at \$7,000,000 for each calendar year. The liquidated damages are in addition to any other remedies otherwise available to FDA, including civil money penalties.

For additional information regarding the consent decree, please see the following sections of this Annual Report on Form 10-K: Item 1. Business - Government Regulation; Item 1A. Risk Factors; and Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Outlook and - Liquidity and Capital Resources.

#### ***Other FDA Matters***

As required, the company's facilities which produce products for sale in the U.S. are registered with FDA. Those facilities are subject to inspections by FDA at any time. Recent inspections of company facilities by or on behalf of FDA are summarized in the following paragraphs.

In June 2017, FDA inspected the company's Corporate and Taylor Street facilities in connection with the consent decree, as described above, and issued an inspectional observation on Form 483. The company submitted its response to the agency in a timely manner. On July 24, 2017, the FDA notified the company that it was in substantial compliance with the QSR and that it was permitted to resume full operations at those facilities.

In September 2017, Alber GmbH, a wholly owned subsidiary of the company, received a warning letter from the FDA. The warning letter required completion of corrective actions to address FDA Form 483 observations issued following an inspection of Alber's facility in Albstadt, Germany in May 2017. As a consequence of the warning letter, all Alber devices could not be imported into the United States until all findings were corrected to FDA's satisfaction. On January 3, 2018, FDA notified the company that Alber's responses to the warning letter were adequate, and that FDA had, as of that date, removed the import suspension. FDA is expected to conduct a follow-up inspection of Alber's facility in Q2 2018 and the warning letter cannot be fully resolved until successful completion of the inspection. The company cannot predict the outcome of this inspection.

In October 2017, FDA inspected the Corporate and Taylor Street facilities to investigate an anonymous complaint concerning one of the company's Verification of Medical Necessity documents under the consent decree. There were no Form 483 observations issued by FDA at the conclusion of the inspection.

In November 2017, FDA inspected the company's facility in Pinellas Park, Florida and issued its observations on Form 483, one of which was annotated as corrected and verified at the conclusion of the inspection. The company has submitted its response to the agency in a timely manner.

In November 2017, the FDA inspected the company's facility in Sanford, Florida and issued its observations on Form 483, and the company submitted its response to the agency in a timely manner. The Sanford facility is the subject of a warning letter from the FDA issued in December 2010 related to quality systems processes and procedures and the company continues to work on addressing the FDA's citations.

In November 2017, the FDA inspected the company's facility in Porta Westfalica, Germany, and there were no inspectional observations issued at the end of the inspection.

In December 2017, the California Department of Public Health, on behalf of FDA, inspected the company's facility in Simi Valley, California and there were no inspectional observations issued at the end of the inspection.

The company will continue working to resolve outstanding matters with FDA including issues raised in inspectional observations. It is expected that all facilities will continue to be inspected by FDA or other agencies. The frequency, duration, scope, findings and consequences of these inspections cannot be predicted.

From time to time, the company may undertake voluntary recalls or field corrective actions of the company's products to correct product issues that may arise. These

actions are necessary to ensure the company's products adhere to high standards of quality, safety and effectiveness. The company continues to operate these programs to ensure compliance with applicable regulations and keeps abreast of proposed regulations and various technical standards, particularly those which could have a material adverse effect on the company.

### ***National Competitive Bidding***

In the United States, CMS is a significant payor and governs healthcare reimbursement for Medicare and Medicaid services. On January 1, 2011, CMS began its National Competitive Bidding ("NCB") program in nine metropolitan statistical areas across the country ("Round 1") to reduce healthcare spending. On July 1, 2013, CMS expanded the program to an additional 91 metropolitan statistical areas ("Round 2"). These bid programs have resulted in new, lower Medicare payment rates in these 100 areas. In January 2016, CMS began the deployment of NCB rates to the remainder of the Medicare population that had not yet been impacted by the program. These were primarily less densely populated, rural areas. In 2016, CMS divided the United States into eight regions and applied the average reimbursement reduction per NCB product category in each region from Round 1 and Round 2 to the rural providers in those eight regions. The company's exposure to effects of NCB rate reductions and any similar reductions from private payors or state agencies can increase the company's credit risk associated with customers whose revenue, based on reimbursement, may be significantly reduced. As reimbursement rates are reduced, the company's customers may experience pressure on profitability and liquidity. The company therefore remains judicious in its extension of credit to its customers and is vigilant about collections efforts.

In addition, the consequence of reduced reimbursement has and may continue to compel customers to consider alternative sources of supply, which may be available at lower purchase prices, thereby reducing sales of the company or the price at which customers will transact for certain products.

Although reductions in CMS payments are disruptive to the homecare industry, the company believes it can grow and thrive in this environment. The company intends to continue productivity initiatives to lower the costs to serve customers, thereby enabling the company to profitably meet lower customer price targets. The company also produces certain solutions, which can provide lower total cost of business for its customers. As an example, the company's respiratory therapy products can help offset reimbursement reductions by eliminating the need for routine home exchange services of pre-filled oxygen cylinders with end-users. Delivery costs can be a substantial element of cost for its customers. The company's HomeFill oxygen system, Platinum Mobile oxygen concentrator, as well as the company's oxygen concentrators, can provide effective

convenient therapy for consumers and cost-effective equipment solutions for providers by eliminating customer's costs associated with home cylinder exchange. Similarly, the informatics capabilities the company launched for power wheelchairs and respiratory devices in 2017 enable customers to more cost effectively provide service and support their end-user customers. The company intends to continue developing solutions that help providers improve profitability and reduce the overall cost of care for payors.

### **BACKLOG**

The company generally manufactures its products to meet near-term demands by shipping from stock or by building to order based on the specialized nature of certain products. Therefore, the company does not have substantial backlog of orders of any particular product nor does it believe that backlog is a significant factor for its business.

### **EMPLOYEES**

As of December 31, 2017, the company had approximately 4,200 employees.

### **FOREIGN OPERATIONS AND EXPORT SALES**

The company also markets its products for export to other foreign countries. In 2017, the company's products were sold in over 100 countries. For information relating to net sales, operating income and identifiable assets of the company's foreign operations, see Business Segments in the Notes to the Consolidated Financial Statements.

### **AVAILABLE INFORMATION**

The company files Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments thereto, as well as proxy statements and other documents with the Securities and Exchange Commission (SEC). The public may read and copy any material that the company files with the SEC at the SEC's Public Reference Room located at 100 F Street, NE, Washington D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website, [www.sec.gov](http://www.sec.gov), which contains all reports, proxy statements and other information filed by the company with the SEC.

Additionally, Invacare's filings with the SEC are available on or through the company's website, [www.invacare.com](http://www.invacare.com), as soon as reasonably practicable after they are filed electronically with, or furnished to, the SEC. Copies of the company's filings also can be requested, free of charge, by writing to: Shareholder Relations Department, Invacare Corporation, One Invacare Way, Elyria, OH 44035. The contents of the company's website are not part of this Annual Report on Form 10-K.



**FORWARD-LOOKING INFORMATION**

*This Form 10-K contains forward-looking statements within the meaning of the “Safe Harbor” provisions of the Private Securities Litigation Reform Act of 1995. Terms such as “will,” “should,” “could,” “plan,” “intend,” “expect,” “continue,” “believe” and “anticipate,” as well as similar comments, denote forward-looking statements that are subject to inherent uncertainties that are difficult to predict. Actual results and events may differ significantly from those expressed or anticipated as a result of risks and uncertainties, which include, but are not limited to, the following: adverse effects of the company’s consent decree of injunction with the U.S. Food and Drug Administration (FDA), including but not limited to, compliance costs, inability to bid on or win certain contracts, inability to rebuild negatively impacted customer relationships, unabsorbed capacity utilization, including fixed costs and overhead; any circumstances or developments that might adversely impact the third-party expert auditor’s required audits of the company’s quality systems at the facilities impacted by the consent decree, including any possible failure to comply with the consent decree or FDA regulations; regulatory proceedings or the company’s failure to comply with regulatory requirements or receive regulatory clearance or approval for the company’s products or operations in the United States or abroad; adverse effects of regulatory or governmental inspections of company facilities at any time and governmental warning letters or enforcement actions; circumstances or developments that may make the company unable to implement or realize the anticipated benefits, or that may increase the costs, of its current business initiatives; possible adverse effects on the company’s liquidity that may result from delays in the implementation or realization of benefits of its current business initiatives, or from any requirement to settle conversions of its outstanding convertible notes in cash; product liability or warranty claims; product recalls, including more extensive warranty or recall experience than expected; possible adverse effects of being leveraged, including interest rate or event of default risks; exchange rate fluctuations, particularly in light of the relative importance of the company’s foreign operations to its overall financial performance and including the existing and potential impacts from the Brexit referendum; potential impacts of the United States administration’s policies, and any legislation or regulations that may result from those policies, and of new United States tax laws, rules, regulations or policies; legal actions, including adverse judgments or settlements of litigation or claims in excess of available insurance limits; adverse changes in government and other third-party payor reimbursement levels and practices both in the U.S. and in other countries (such as, for example, more extensive pre-payment reviews and post-payment audits by payors, or the continuing impact of the Medicare National Competitive U.S. Bidding program); ineffective cost reduction and restructuring efforts or inability to realize anticipated cost savings or achieve desired efficiencies from such efforts; delays, disruptions or excessive costs incurred*

*in facility closures or consolidations; tax rate fluctuations; additional tax expense or additional tax exposures, which could affect the company’s future profitability and cash flow; inability to design, manufacture, distribute and achieve market acceptance of new products with greater functionality or new product platforms that deliver the anticipated benefits; consolidation of health care providers; lower cost imports; uncollectible accounts receivable; difficulties in implementing/upgrading Enterprise Resource Planning systems; risk of cybersecurity attack, data breach or data loss and/or delays in or inability to recover or restore data and IT systems; risks inherent in managing and operating businesses in many different foreign jurisdictions; decreased availability or increased costs of materials which could increase the company’s costs of producing or acquiring the company’s products, including possible increases in commodity costs or freight costs; heightened vulnerability to a hostile takeover attempt or other shareholder activism; provisions of Ohio law or in the company’s debt agreements, charter documents or other agreements that may prevent or delay a change in control, as well as the risks described from time to time in the company’s reports as filed with the Securities and Exchange Commission. Except to the extent required by law, the company does not undertake and specifically declines any obligation to review or update any forward-looking statements or to publicly announce the results of any revisions to any of such statements to reflect future events or developments or otherwise.*



**Item 1A. Risk Factors.**

The company's business, operations and financial condition are subject to various risks and uncertainties. One should carefully consider the risks and uncertainties described below, together with all the other information in this Annual Report on Form 10-K and in the company's other filings with the SEC, before making any investment decision with respect to the company's securities. The risks and uncertainties described below may not be the only ones the company faces. Additional risks and uncertainties not presently known by the company or that the company currently deems immaterial may also affect the company's business. If any of these known or unknown risks or uncertainties occur, develop or worsen, the company's business, financial condition, results of operations and future growth prospects could change substantially.

***The company is subject to a consent decree of injunction ("consent decree") with the U.S. Food and Drug Administration ("FDA"), the effects of which have been, and continue to be, costly to the company and could result in continued adverse consequences to the company's business.***

In December 2012, the company became subject to a consent decree of injunction filed by FDA with respect to the company's Corporate facility and its Taylor Street manufacturing facility in Elyria, Ohio. The consent decree initially limited the company's (i) manufacture and distribution of power and manual wheelchairs, wheelchair components and wheelchair sub-assemblies at or from its Taylor Street manufacturing facility, except in verified cases of medical necessity, (ii) design activities related to wheelchairs and power beds that take place at the impacted Elyria facilities and (iii) replacement, service and repair of products already in use from the Taylor Street manufacturing facility. Under the terms of the consent decree, in order to resume full operations, the company had to successfully complete independent, third-party expert certification audits at the impacted Elyria facilities, comprised of three distinct certification reports separately submitted to, and accepted by, FDA; submit its own report to the FDA; and successfully complete a reinspection by FDA of the company's Corporate and Taylor Street facilities.

On July 24, 2017, following its reinspection, FDA notified the company that it was in substantial compliance with the QSR and, at that time, the company was permitted to resume full operations at those facilities including the resumption of unrestricted sales of products made in those facilities.

The consent decree will continue in effect for a minimum of five years from July 24, 2017, during which time the company's Corporate and Taylor Street facilities must complete two semi-annual and then four annual audits

performed by a company retained expert firm. The expert audit firm will determine whether the facilities remain in continuous compliance with the FDA Act, regulations and the terms of the consent decree. The FDA has the authority to inspect these facilities and any other FDA registered facility, at any time. The FDA also has the authority to order the company to take a wide variety of remedial actions if the FDA finds that the company is not in compliance with the consent decree or FDA regulations. The FDA also has authority under the consent decree to assess liquidated damages for any violations of the consent decree, FDA regulations or the FDA Act. Any such failure by the company to comply with the consent decree or FDA regulations, or any need to complete significant remediation as a result of any such audits or inspections, or actions taken by the FDA as a result of any such failure to comply, could have a material adverse effect on the company's business, financial condition, liquidity or results of operations.

The limitations previously imposed by the FDA consent decree negatively affected net sales in the NA/HME segment and, to a certain extent, the Asia/Pacific segment beginning in 2012. The limitations led to delays in new product introductions. Further, uncertainty regarding how long the limitations would be in effect limited the company's ability to renegotiate and bid on certain customer contracts and otherwise led to a decline in customer orders.

Although the company has been permitted to resume full operations at the Corporate and Taylor Street facilities, the negative effect of the consent decree on customer orders and net sales in the NA/HME and Asia/Pacific segments has been considerable, and it is uncertain as to whether, or how quickly, the company will be able to rebuild net sales to more typical historical levels, irrespective of market conditions. Accordingly, when compared to the company's 2010 results, the previous limitations in the consent decree had, and likely may continue to have, a material adverse effect on the company's business, financial condition and results of operations. See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

***The company's failure to comply with medical device regulatory requirements or receive regulatory clearance or approval for the company's products or operations in the United States or abroad could adversely affect the company's business.***

The company's medical devices are subject to extensive regulation in the United States by FDA, and by similar governmental authorities in the foreign countries where the company does business. FDA regulates virtually all aspects of a medical device's development, testing, manufacturing, labeling, promotion, distribution and marketing. In addition, the company is required to file reports with FDA if the company's products may have caused, or contributed to, a death or serious injury, or if they malfunction and would be

likely to cause, or contribute to, a death or serious injury if the malfunction were to recur. In general, unless an exemption applies, the company's mobility and respiratory therapy products must receive a pre-market clearance from FDA before they can be marketed in the United States. FDA also regulates the export of medical devices to foreign countries. The company cannot be assured that any of the company's devices, to the extent required, will be cleared by FDA through the pre-market clearance process or that FDA will provide export certificates that are necessary to export certain of the company's products. Export certificates are required for the company to have its products registered for sale in certain foreign countries. In connection with the FDA warning letter received by the company's Sanford, Florida facility in December 2010, as described below, FDA has refused to provide new export certificates for company products until the matters covered in the warning letter are resolved. Currently, the company cannot obtain new certificates of export for Sanford, Florida facility products until the warning letter has been closed. The inability to obtain export certificates for products produced at its Sanford facility has limited the company's ability to support new foreign markets with such products.

Additionally, the company is required to obtain pre-market clearances to market modifications to the company's existing products or market its existing products for new indications. FDA requires device manufacturers themselves to make and document a determination as to whether or not a modification requires a new clearance; however, FDA can review and disagree with a manufacturer's decision. The company has applied for, and received, a number of pre-market clearances for modifications to marketed devices. The company may not be successful in receiving clearances in the future or FDA may not agree with the company's decisions not to seek clearances for any particular device modification. FDA may require a clearance for any past or future modification or a new indication for the company's existing products. Such submissions may require the submission of additional data and may be time consuming and costly, and ultimately, may not be cleared by FDA.

If FDA requires the company to obtain pre-market clearances for any modification to a previously cleared device, the company may be required to cease manufacturing and marketing the modified device or to recall the modified device until the company obtains FDA clearance, and the company may be subject to significant regulatory fines or penalties. In addition, FDA may not clear these submissions in a timely manner, if at all. FDA also may change its policies, adopt additional regulations or revise existing regulations, each of which could prevent or delay pre-market clearance of the company's devices, or could impact the company's ability to market a device that was previously cleared. Any of the foregoing could adversely affect the company's business.

The company's failure to comply with the regulatory requirements of FDA and other applicable U.S. regulatory requirements may subject the company to administrative or judicially imposed sanctions. These sanctions include warning letters, civil penalties, criminal penalties, injunctions, consent decrees, product seizure or detention, product recalls and total or partial suspension of production.

As part of its regulatory function, FDA routinely inspects the facilities of medical device companies and has continued to actively inspect the company's facilities, other than through the processes established under the consent decree. Recent inspections for which follow-up remains ongoing are summarized in Item 1. Business-Government Regulation-FDA-Other FDA Matters. The FDA has informed the company of further upcoming inspections to its facilities, and the company believes that additional inspections beyond those for which it has been notified will likely occur in the near future. Accordingly, the company expects that the FDA will from time to time, inspect substantially all the company's domestic and foreign FDA-registered operational facilities and may do so repeatedly. The results of regulatory claims, proceedings or investigations are difficult to predict. An unfavorable resolution or outcome of any matter that may arise out of any FDA inspection of the company's facilities, could materially and adversely affect the company's business, financial condition, liquidity and results of operations.

In many of the foreign countries in which the company manufactures or markets its products, the company is subject to extensive medical device regulations that are similar to those of FDA, including those in Europe. The regulation of the company's products in Europe falls primarily within the European Economic Area, which consists of the European Union member states, as well as Iceland, Liechtenstein and Norway. Only medical devices that comply with certain conformity requirements of the Medical Device Directive are allowed to be marketed within the European Economic Area. In addition, the national health or social security organizations of certain foreign countries, including those outside Europe, require the company's products to be qualified before they can be marketed in those countries. Failure to receive, or delays in the receipt of, relevant foreign qualifications in the European Economic Area or other foreign countries could have a material adverse effect on the company's business.

***Being in the health care industry, the company is subject to extensive government regulation, and if the company fails to comply with applicable health care laws or regulations, the company could suffer severe civil or criminal sanctions or may be required to make significant changes to the company's operations that could have a material adverse effect on the company's results of operations.***

The company sells its products principally to medical equipment and home health care providers who resell or rent those products to consumers. Many of those providers (the company's customers) are reimbursed by third-party payors, including Medicare and Medicaid, for the company products sold to their customers and patients. The U.S. federal government and the governments in the states and other countries in which the company operates regulate many aspects of the company's business and the business of the company's customers. As a part of the health care industry, the company and its customers are subject to extensive government regulation, including numerous laws directed at preventing fraud and abuse and laws regulating reimbursement under various government programs. The marketing, invoicing, documenting and other practices of health care suppliers and manufacturers are all subject to government scrutiny. Government agencies periodically open investigations and obtain information from health care suppliers and manufacturers pursuant to the legal process. Violations of law or regulations can result in severe administrative, civil and criminal penalties and sanctions, including disqualification from Medicare and other reimbursement programs, which could have a material adverse effect on the company's business. While the company has established numerous policies and procedures to address compliance with these laws and regulations, there can be no assurance that the company's efforts will be effective to prevent a material adverse effect on the company's business from noncompliance issues. For example, as discussed in the preceding Risk Factors, the company is subject to a FDA consent decree affecting its Corporate facility and Taylor Street manufacturing facility in Elyria, Ohio and subject to FDA warning letters related to its Sanford, Florida and Albstadt, Germany facilities.

Health care is an area of rapid regulatory change. Changes in the law and new interpretations of existing laws may affect permissible activities, the costs associated with doing business, and reimbursement amounts paid by federal, state and other third-party payors, all of which may affect the company and its customers. The company cannot predict the future of federal, state and local regulation or legislation, including Medicare and Medicaid statutes and regulations, or possible changes in health care policies in any country in which the company conducts business. Future legislation and regulatory changes could have a material adverse effect on the company's business.

***The company's products are subject to recalls, which could be costly and harm the company's reputation and business.***

The company is subject to ongoing medical device reporting regulations that require the company to report to FDA or similar governmental authorities in other countries if the company's products cause, or contribute to, death or serious injury, or if they malfunction and would be likely to

cause, or contribute to, death or serious injury if the malfunction were to recur. In light of a deficiency, defect in design or manufacturing or defect in labeling, the company may voluntarily elect to recall or correct the company's products. In addition, FDA and similar governmental authorities in other countries could force the company to do a field correction or recall the company's products in the event of material deficiencies or defects in design or manufacturing. A government mandated or voluntary recall or field correction by the company could occur as a result of component failures, manufacturing errors or design defects, including defects in labeling. Any recall or field correction could divert managerial and financial resources and could harm the company's reputation with its customers, product users and the health care professionals that use, prescribe and recommend the company's products. The company could have product recalls or field actions that result in significant costs to the company in the future, and these actions could have a material adverse effect on the company's business. The company will continue to review the adequacy of its recall accruals as the recalls progress, as its warranty reserves are subject to adjustment in future periods as new developments can impact the company's estimate of the cost of these matters.

***Changes in government and other third-party payor reimbursement levels and practices have negatively impacted and could continue to negatively impact the company's revenues and profitability.***

The company's products are sold primarily through a network of medical equipment and home health care providers, extended care facilities and other providers such as various government-provider agencies throughout the world. Many of these providers (the company's customers) are reimbursed for the products and services provided to their customers and patients by third-party payors, such as government programs, including Medicare and Medicaid, private insurance plans and managed care programs. Most of these programs set maximum reimbursement levels for some of the products sold by the company in the United States and abroad. If third-party payors deny coverage, make the reimbursement process or documentation requirements more uncertain or further reduce their current levels of reimbursement (i.e., beyond the reductions described below), or if the company's costs of production do not decrease to keep pace with decreases in reimbursement levels, the company may be unable to sell the affected product(s) through its distribution channels on a profitable basis.

Reduced government reimbursement levels and changes in reimbursement policies have in the past added, and could continue to add, significant pressure to the company's revenues and profitability. For example, in 100 metropolitan areas, the CMS introduced its NCB program which set new, lower payment rates for medical equipment and supplies. Round 1 of NCB for nine metropolitan areas in

the U.S. went into effect in January 2011. The reimbursement rates for nine product categories were reduced by an average of 32 percent in these nine metropolitan areas. Effective July 2013, CMS commenced round 2 of the NCB program, which was expanded to include an additional 91 metropolitan areas. In January 2016, CMS began the deployment of NCB rates to the remainder of the Medicare population that had not yet been impacted by the program, primarily to rural areas. CMS has divided the United States into eight regions and applied the average reimbursement reduction per NCB product category in each region from Round 1 and Round 2 to the rural providers in those eight regions. Fifty percent of the reimbursement reduction became effective in January 2016. The remaining half of the reduction was applied in July 2016, although in December 2016 Congress retroactively delayed that payment cut until January 1, 2017.

CMS announced that the NCB program has resulted in \$202.1 million in savings in its first year of implementation in the nine metropolitan areas with significant savings primarily in oxygen and oxygen supplies, mail-order diabetic supplies and standard power wheelchairs. The CMS Office of the Actuary estimated that the NCB program would save Medicare an estimated \$25.8 billion, and beneficiaries an estimated \$17.2 billion, over ten years.

Similar trends and concerns are occurring in state Medicaid programs. These recent changes to reimbursement policies, and any additional unfavorable reimbursement policies or budgetary cuts that may be adopted in the future, could adversely affect the demand for the company's products by customers who depend on reimbursement from the government-funded programs. The percentage of the company's overall sales that are dependent on Medicare or other insurance programs may increase as the portion of the U.S. population over age 65 continues to grow, making the company more vulnerable to reimbursement level reductions by these organizations. Reduced government reimbursement levels also could result in reduced private payor reimbursement levels because some third-party payors index their reimbursement schedules to Medicare fee schedules. Reductions in reimbursement levels also may affect the profitability of the company's customers and ultimately force some customers without strong financial resources to become unable to pay their bills as they come due or go out of business. The reimbursement reductions may prove to be so dramatic that some of the company's customers may not be able to adapt quickly enough to survive. The company is one of the industry's largest creditors and an increase in bankruptcies or financial weakness in the company's customer base could have an adverse effect on the company's financial results.

Outside the U.S., reimbursement systems vary significantly by country. Many foreign markets have government-managed health care systems that govern reimbursement for home health care products. The ability of hospitals and other providers supported by such systems to

purchase the company's products is dependent, in part, upon public budgetary constraints. Various countries have tightened reimbursement rates and other countries may follow. If adequate levels of reimbursement from third-party payors outside of the U.S. are not obtained, international sales of the company's products may decline, which could adversely affect the company's net sales.

The impact of all the above is uncertain and could have a material adverse effect on the company's business, financial condition, liquidity and results of operations.

***The adoption of healthcare reform and other legislative developments in the U.S. may adversely affect the company's business, results of operations and/or financial condition.***

The U.S. Affordable Care Act enacted in 2010 includes provisions intended to expand access to health insurance coverage, improve the quality and reduce the costs of healthcare over time. Specifically, as one means to pay for the costs of the Affordable Care Act, the law imposes a 2.3% sales-based excise tax on U.S. sales by manufacturers or importers of most medical devices. The excise tax is deductible by the manufacturer or importer on its federal income tax return. The company has determined that most of its products are exempt from the tax based on the retail exemption provided in the Affordable Care Act as defined by the regulations. However, certain products that it sells for institutional use are subject to the excise tax. Based on the company's interpretation of the regulations, the impact from the tax has been immaterial for the company. However, the excise tax may increase the company's cost of doing business, particularly if the exemptions do not ultimately apply as the company expects based on its interpretations of the regulations. In January 2018, Congress passed a moratorium to suspend the excise tax until January 2020.

The Affordable Care Act and the programs implemented by the law may reduce reimbursements for the company's products, may impact the demand for the company's products and may impact the prices at which the company sells its products. In addition, various healthcare programs and regulations may be ultimately implemented at the federal or state level. Such changes could have a material adverse effect on the company's business, results of operations and/or financial condition.

***If the company's business transformation efforts are ineffective, the company's strategic goals, business plans, financial performance or liquidity could be negatively impacted.***

The company is in the midst of a multi-year turnaround strategy intended to substantially transform its business and re-orient its resources to a more clinically complex mix of products and solutions. To date, this strategy has included



actions to re-orient the company's North American commercial team, restart the company's innovation pipeline, shift its product mix, develop and expand its talent, and strengthen its balance sheet. As part of these actions, the company has increased the size of its salesforce and support in North America, invested in product development, discontinued a significant amount of non-core product, and issued convertible debt. The strategy also will include steps to realign infrastructure and processes, such as restructuring actions, intended to drive efficiency and reduce costs.

The company may not be successful in achieving the full long-term growth and profitability, operating efficiencies and cost reductions, or other benefits expected from these efforts. The company also may experience business disruptions associated with these activities. Further, the benefits of the strategy, if realized, may be realized later than expected, the costs of implementing the strategy may be greater than anticipated, and the company may lack adequate cash or capital or may not be able to attract and retain the necessary talent, to complete the transformation. If these measures are not successful, the company may undertake additional transformation efforts, which could result in future expenses. If the company's business transformation efforts prove ineffective, the company's ability to achieve its strategic goals and business plans, and the company's financial performance, may be materially adversely affected.

If the company's business transformation efforts prove ineffective and it continues to experience negative cash flows and losses, the company may require additional financing. Under these circumstances, such financing may be difficult or expensive to obtain, and the company can make no assurances that it would be available on terms acceptable to the company, if at all.

***The company's revenues and profits are subject to exchange rate and interest rate fluctuations that could adversely affect its results of operations or financial position.***

Currency exchange rates are subject to fluctuation due to, among other things, changes in local, regional or global economic conditions, the imposition of currency exchange restrictions and unexpected changes in regulatory or taxation environments. The predominant currency used by the company's subsidiaries outside the U.S. to transact business is the functional currency used for each subsidiary. Through the company's international operations, the company is exposed to foreign currency fluctuations, and changes in exchange rates can have a significant impact on net sales and elements of cost. The company conducts a significant number of transactions in currencies other than the U.S. dollar. In addition, because certain of the company's costs and revenues are denominated in other currencies, in particular costs and revenues from its European operations, the company's results of operations are exposed to foreign exchange rate

fluctuations as the financial results of those operations are translated from local currency into U.S. dollars upon consolidation. For example, during 2017, the devaluation of the Euro had a negative impact on the translation of company's European segment net income into U.S. dollars, and the foreign currency impact of the Brexit referendum in the U.K. had a negative impact on acquisition of dollar and Euro denominated goods in the U.K. If other countries also exit the European Union, similar negative impacts may result.

The company uses foreign exchange forward contracts primarily to help reduce its exposure to transactional exchange rate risk. Despite the company's efforts to mitigate these risks, however, the company's revenues and profitability may be materially adversely affected by exchange rate fluctuations. The company does not have any similar arrangements that mitigate the company's exposure to foreign exchange translation risk, and does not believe that any meaningful arrangement to do so is available to the company.

The company also is exposed to market risk through various financial instruments, including fixed rate and floating rate debt instruments. The company does at times use interest rate swap contracts to mitigate its exposure to interest rate fluctuations, but those efforts may not adequately protect the company from significant interest rate risks. Interest on some of the company's debt is based on the London Interbank Offered Rate (LIBOR), which is currently historically low. Increases in LIBOR could have a significant impact on the company's reported interest expense, to the extent that the company has outstanding borrowings subject to LIBOR-based interest rates.

***If the company's information technology systems fail, or if the company experiences an interruption in the operation of its information technology systems, then the company's business, financial condition and results of operations could be materially adversely affected.***

The company relies upon the capacity, reliability and security of its information technology, or IT, systems across all of its major business functions, including research and development, manufacturing, sales, financial and administrative functions. Since the company is geographically diverse, has various business segments and has grown over the years through various acquisitions, it also has many disparate versions of IT systems across its organization. As a result of these disparate IT systems, some of which may no longer be supported by the hardware or software vendors, the company faces the challenge of supporting these older systems, implementing upgrades or migrating to new platforms when necessary and aggregating data that is timely and accurate. The failure of the company's information technology systems, whether resulting from the disparate or older versions of IT systems across its various segments, business functions or otherwise, its inability to



successfully maintain, enhance and/or replace its information technology systems, or any compromise of the integrity or security of the data that is generated from information technology systems, or any shortcomings in the company's disaster recovery platforms, could adversely affect the company's results of operations, disrupt business and make the company unable, or severely limit the company's ability to respond to customer demands. In addition, the company's information technology systems are vulnerable to damage or interruption from: earthquake, fire, flood and other natural disasters; employee or other theft; cybersecurity attacks by computer viruses, malware or hackers; power outages; and computer systems, internet, telecommunications or data network failure.

Any interruption of the company's information technology systems could result in decreased revenue, increased expenses, increased capital expenditures, customer dissatisfaction and potential lawsuits, any of which could have a material adverse effect on the company's results of operations, liquidity or financial condition.

***Increased IT security threats and more sophisticated and targeted computer crime could pose a risk to the company's systems, networks, products and services.***

Increased global IT security threats and more sophisticated and targeted computer crime pose a risk to the security of the company's systems and networks as well as the confidentiality, availability and integrity of the company's data, including potential general data protection regulation and Health Insurance Portability and Accountability Act risks. While the company attempts to mitigate these risks by employing a number of measures, including employee training, monitoring of its networks and systems, and maintenance of backup and protective systems, the company's systems, networks, products and services remain potentially vulnerable to advanced persistent threats. Through its sales channels, the company may collect and store confidential information that customers provide to, among other things, purchase products or services, enroll in promotional programs and register on the company's website. The company may also acquire and retain information about suppliers and employees in the normal course of business. The company also creates and maintains proprietary information that is critical to its business, such as its product designs and manufacturing processes.

Despite the company's efforts to secure its systems and networks, the company could experience a significant data security breach. Computer hackers may attempt to penetrate the company's or its vendors' information systems and, if successful, misappropriate confidential customer, supplier, employee or other business information, such as company intellectual property. Third parties could also gain control of company systems and use them for criminal purposes. Depending on their nature and scope, such threats could result

in the loss of existing customers, difficulty in attracting new customers, exposure to claims from customers, financial institutions, payment card associations, employees and other persons, imposition of regulatory sanctions or penalties, in additional expenses or lost revenues, or in other adverse consequences, any of which could have a material adverse effect on the company's business and results of operations.

***The company is dependent upon its processes and procedures to ensure essential operational functions can continue during events that disrupt normal operations.***

A major natural or manmade disaster such as terrorist attack, fire, hurricane, tornado, earthquake, or flood could cause damage to the company or key supplier facilities, limiting the company's ability to sustain operations. The damage could result in an inability to meet customer demands resulting in the loss of associated sales and profits, and in property losses in excess of insurance coverage. While the company has put in place procedures to ensure essential functions continue in the event of a crisis, there is no guarantee that its procedures will be adequate or sufficient to handle a given unforeseen event.

***The industry in which the company operates is highly competitive and some of the company's competitors may have greater financial resources, a more effective market strategy or better strategic execution.***

The home medical equipment market is highly competitive and the company's products face significant competition from other well-established manufacturers or potential new market entrants. Reduced government reimbursement levels and changes in reimbursement policies, such as the National Competitive Bidding program implemented by CMS, may drive competitors, particularly those that have greater financial resources than the company's to offer drastically reduced pricing terms in an effort to take market share from the company or secure government acceptance of their products and pricing. New or disruptive products which compete with the company's products may be introduced in the market or may find higher level or customer acceptance than the company's products. Any increase in competition may cause the company to lose market share or compel the company to reduce prices to remain competitive, which could have a material adverse effect on the company's results of operations. The company's failure to recognize changing market demands or a failure to develop or execute a strategy to meet such changes could also result in a material adverse effect on the company's results of operations.

***The consolidation of health care customers and the company's competitors could result in a loss of customers or in additional competitive pricing pressures.***

Numerous initiatives and reforms instituted by legislators, regulators and third-party payors to reduce home

medical equipment costs have resulted in a consolidation trend in the home medical equipment industry as well as among the company's customers, including home health care providers. In the past, some of the company's competitors, which may include distributors, have been lowering the purchase prices of their products in an effort to attract customers. This in turn has resulted in greater pricing pressures, including pressure to offer customers more competitive pricing terms, and the exclusion of certain suppliers from important market segments as group purchasing organizations, independent delivery networks and large single accounts continue to consolidate purchasing decisions for some of the company's customers. Further consolidation could result in a loss of customers, increased collectability risks, or increased competitive pricing pressures. In addition, as reimbursement pressures persist in the U.S. market, the company is beginning to see some customers directly sourcing select lifestyle products to secure a low-cost advantage.

***The company maintains cash balances globally in various financial institutions.***

While the company monitors its accounts with financial institutions both domestically and internationally, recovery of funds cannot be assured in the event the financial institution would fail. In addition, the company may be limited by foreign governments in the amount and timing of funds to be repatriated from foreign financial institutions. For example, the company's closure of its Suzhou, China facility requires the transfer of cash to settle intercompany balances and the eventual repatriation of cash upon legal dissolution. Any financial institution failure or repatriation delay could adversely impact the company's ability to fund normal operations, capital expenditures, or service debt, which could adversely affect the company's results.

***The company is subject to certain risks inherent in managing and operating businesses in many different foreign jurisdictions.***

The company has significant international operations, including operations in Australia, Canada, New Zealand, Mexico, Asia (primarily China) and Europe. There are risks inherent in operating and selling products internationally, including:

- different regulatory environments and reimbursement systems;
- difficulties in enforcing agreements and collecting receivables through certain foreign legal systems;
- foreign customers who may have longer payment cycles than customers in the United States;
- fluctuations in foreign currency exchange rates;

- tax rates in certain foreign countries that may exceed those in the United States and foreign earnings that may be subject to withholding requirements;
- the imposition of tariffs, exchange controls or other trade restrictions including transfer pricing restrictions when products produced in one country are sold to an affiliated entity in another country;
- potential adverse changes in trade agreements between the United States and foreign countries, including the North America Free Trade Agreement (NAFTA) among the United States, Canada and Mexico;
- potential adverse changes in economic and political conditions in countries where the company operates or where end-users of the company's products reside, or in their diplomatic relations with the United States;
- government control of capital transactions, including the borrowing of funds for operations or the expatriation of cash;
- potential adverse tax consequences, including those that may result from new United States tax laws, rules, regulations or policies;
- security concerns and potential business interruption risks associated with political and/or social unrest in foreign countries where the company's facilities or assets are located;
- difficulties associated with managing a large organization spread throughout various countries;
- difficulties in enforcing intellectual property rights and weaker intellectual property rights protection in some countries;
- required compliance with a variety of foreign laws and regulations; and
- differing consumer product preferences.

The factors described above also could disrupt the company's product manufacturing and assembling operations or its key suppliers located outside of the United States, or increase the cost to the company of conducting those operations or using those suppliers. For example, the company relies on its manufacturing and sourcing operations in China and Mexico to produce its products. Disruptions in, or increased costs related to, the company's foreign operations, particularly those in China or Mexico, may impact the company's revenues and profitability.

***The company may be adversely affected by legal actions or regulatory proceedings.***

In addition to the risks associated with the impact of the FDA consent decree, the company may be subject to claims, litigation, governmental or regulatory investigations, or other liabilities as a result of injuries caused by allegedly defective products, or disputes arising out of dispositions the

company has completed or relating to the company's intellectual property. Any such claims or litigation against the company, regardless of the merits, could result in substantial costs and could harm the company's business or its reputation.

The results of legal or regulatory actions or regulatory proceedings are difficult to predict and the company cannot provide any assurance that an action or proceeding will not be commenced against the company, or that the company will prevail in any such action or proceeding. An unfavorable resolution of any legal action or proceeding could materially and adversely affect the company's business, results of operations, liquidity or financial condition or its reputation.

***Product liability claims may harm the company's business, particularly if the number of claims increases significantly or the company's product liability insurance proves inadequate.***

The manufacture and sale of medical devices and related products exposes the company to a significant risk of product liability claims. From time to time, the company has been, and currently is, subject to a number of product liability claims alleging that the use of the company's products has resulted in serious injury or even death.

Even if the company is successful in defending against any liability claims, these claims could nevertheless distract the company's management, result in substantial costs, harm the company's reputation, adversely affect the sales of all the company's products and otherwise harm the company's business. If there is a significant increase in the number of product liability claims, the company's business could be adversely affected.

The company is self-insured in North America for product liability exposures through its captive insurance company, Invatection Insurance Company, which currently has a policy year that runs from September 1 to August 31 and insures annual policy losses up to \$10,000,000 per occurrence and \$13,000,000 in the aggregate. The company also has additional layers of external insurance coverage, related to all lines of insurance coverage, insuring up to \$75,000,000 in aggregate losses per policy year arising from individual claims anywhere in the world that exceed the captive insurance company policy limits or the limits of the company's per country foreign liability limits, as applicable. There can be no assurance that Invacare's current insurance levels will continue to be adequate or available at affordable rates.

Product liability reserves are recorded for individual claims based upon historical experience, industry expertise and indications from the third-party actuary. Additional reserves, in excess of the specific individual case reserves, are provided for incurred but not reported claims based upon actuarial valuations at the time such valuations are conducted. Historical claims experience and other assumptions are taken

into consideration to estimate the ultimate reserves. For example, the actuarial analysis assumes that historical loss experience is an indicator of future experience, that the distribution of exposures by geographic area and nature of operations for ongoing operations is expected to be very similar to historical operations with no dramatic changes and that the government indices used to trend losses and exposures are appropriate. Estimates made are adjusted on a regular basis and can be impacted by actual loss awards and settlements on claims. While actuarial analysis is used to help determine adequate reserves, the company is responsible for the determination and recording of adequate reserves in accordance with accepted loss reserving standards and practices. If the company's reserves are not adequate to cover actual claims experience, the company's financial results could be adversely affected.

In addition, as a result of a product liability claim or if the company's products are alleged to be defective, the company may have to recall some of its products, may have to incur significant costs or may suffer harm to its business reputation.

***Decreased availability or increased costs of materials could increase the company's costs of producing its products.***

The company purchases raw materials, fabricated components, some finished goods and services from a variety of suppliers. Raw materials such as plastics, steel and aluminum are considered key raw materials. Where appropriate, the company employs contracts with its suppliers, both domestic and international. From time to time, however, the prices, availability, or quality of these materials fluctuate due to global market demands or economic conditions, which could impair the company's ability to procure necessary materials, or increase the cost of these materials. Inflationary and other increases in costs of these materials have occurred in the past and may recur from time to time. In addition, freight costs associated with shipping and receiving product and sales are impacted by fluctuations in the cost of oil and gas. A reduction in the supply or increase in the cost or change in quality of those materials could impact the company's ability to manufacture its products and could increase the cost of production. For example, the recently announced proposed tariffs on steel and aluminum to be imposed by the U.S. could have a significant on the company's cost of product. Additionally, the company may not be able to increase the prices of its products due to competitive pricing pressure or other factors. As an example, inflation in China has in the past and may in the future increase costs and an appreciation of the Yuan or an increase in labor rates could have an unfavorable impact on the cost of key components and some finished goods. Demand in China and other developing countries for raw materials may result in increases in the cost of key commodities and could have a negative impact on the profits of the company if these increases cannot be passed onto the company's customers.

***The company's ability to manage an effective supply chain is a key success factor.***

The company needs to manage its supply chain from sourcing to manufacturing and distribution. Successful supply chain management is based on building strong supplier relationships, and built on conforming, quality products delivered on-time and at a fair price. Cost reduction efforts depend on the company's execution of global and regional product platforms that create leverage in sourcing. If the company's supply chain management or cost reduction efforts are ineffective, the company's revenues and profitability can be negatively impacted.

***Lower cost imports could negatively impact the company's profitability.***

Competition from lower cost imports sourced from low cost countries, such as countries in Asia, may negatively impact the company's sales volumes. In the past, competition from certain of these products has caused the company to lower its prices, cutting into the company's profit margins and reducing the company's overall profitability.

***The company's success depends on the company's ability to design, manufacture, distribute and achieve market acceptance of new products with higher functionality and lower costs.***

The company sells products to customers primarily in markets that are characterized by technological change, product innovation and evolving industry standards, yet in which product price is increasingly a primary consideration in customers' purchasing decisions. The company historically has been engaged in product development and improvement programs. However, beginning in 2012 as a result of the FDA consent decree, which is described elsewhere in this Annual Report on Form 10-K, the company's engineering resources had been more substantially focused on quality remediation activities displacing activities relating to the design of new products.

The company must continue to design and improve innovative products, effectively distribute and achieve market acceptance of those products, and reduce the costs of producing the company's products, in order to compete successfully with the company's competitors and to differentiate the company's brands from its competitors. If competitors' product development capabilities become more effective than the company's product development capabilities, if competitors' new or improved products are accepted by the market before the company's products or if competitors can produce products at a lower cost and thus offer products for sale at a lower price, the company's business, financial condition and results of operation could be adversely affected.

***The company's business strategy relies on certain assumptions concerning demographic trends that impact the market for its products. If these assumptions prove to be incorrect, demand for the company's products may be lower than expected.***

The company's ability to achieve its business objectives is subject to a variety of factors, including the relative increase in the aging of the general population. The company believes that these trends will increase the need for its products. The projected demand for the company's products could materially differ from actual demand if the company's assumptions regarding these trends and acceptance of its products by health care professionals and patients prove to be incorrect or do not materialize. If the company's assumptions regarding these factors prove to be incorrect, the company may not be able to successfully implement the company's business strategy, which could adversely affect the company's results of operations. In addition, the perceived benefits of these trends may be offset by competitive or business factors, such as the introduction of new products by the company's competitors or the emergence of other countervailing trends, including lower reimbursement and pricing.

***The terms of the company's debt facilities and financing arrangements may limit the company's flexibility in operating its business.***

The company has outstanding \$150,000,000 aggregate principal amount of 5.00% Convertible Senior Notes due 2021 (the "2021 Notes") and \$120,000,000 aggregate principal amount of 4.50% Convertible Senior Notes due 2022 (the "2022 Notes") and is a party to an Amended and Restated Credit Agreement that provides for asset-based lending senior secured revolving credit facilities which mature in January 2021. The credit agreement provides the company and certain of the company's U.S., Canadian, U.K. and French subsidiaries with the ability to borrow under senior secured revolving credit, letter of credit and swing line loan facilities. The aggregate borrowing availability under the credit facilities is determined based on borrowing base formulas set forth in the credit agreement. The credit facilities are secured by substantially all the company's domestic and Canadian assets, other than real estate, and by substantially all the personal property assets of the company's U.K. subsidiaries and all of the receivables of the company's French subsidiaries. The credit agreement contains customary default provisions, with certain grace periods and exceptions, that include, among other things, failure to pay amounts due, breach of covenants, representations or warranties, bankruptcy, the occurrence of a material adverse effect, exclusion from any medical reimbursement program, and an interruption of any material manufacturing facilities for more than ten consecutive days.



The restrictive terms of the company's credit agreement may limit the company's ability to conduct and expand its business and pursue its business strategies. The company's ability to comply with the provisions of its credit agreements can be affected by events beyond its control, including changes in general economic and business conditions, or by government enforcement actions, such as, for example, adverse impacts from the FDA consent decree of injunction. If the company is unable to comply with the provisions in the credit agreement, it could result in a default which could trigger acceleration of, or the right to accelerate, the related debt. Because of cross-default provisions in its agreements and instruments governing certain of the company's indebtedness, a default under the credit agreement could result in a default under, and the acceleration of, certain other company indebtedness. In addition, the company's lenders would be entitled to proceed against the collateral securing the indebtedness.

The company's ability to meet its liquidity needs will depend on many factors, including the operating performance of the business, as well as the company's continued compliance with the covenants under its credit agreement. Notwithstanding the company's expectations, if the company's operating results decline, the company may be unable to comply with the financial covenants, and its lenders could demand repayment of the amounts outstanding under the company's credit facility.

The company also has an agreement with De Lage Landen, Inc. ("DLL"), a third-party financing company, to provide financing to the company's U.S. customers. Either party could terminate this agreement with 180 days' notice or 90 days' notice by DLL upon the occurrence of certain events. Should this agreement be terminated, the company's borrowing needs under the credit agreement could increase.

***The company may not have the ability to raise the funds necessary to settle conversions of the 2021 Notes or 2022 Notes.***

Upon any conversion of the 2021 Notes or 2022 Notes prior to the company's receipt of shareholder approval to issue upon conversion of the notes more than 19.99% of the outstanding common shares, the company will be required to make cash payments in respect of the notes being converted. Unless the company obtains shareholder approval and elects to deliver solely common shares to settle such conversion (other than paying cash in lieu of delivering any fractional share), the company will be required to make cash payments in respect of the notes being converted. Any requirement to deliver cash upon conversion of the notes could adversely affect the company's liquidity, and the company may not have enough available cash or be able to obtain financing at the time it is required to pay cash in settlement of notes being converted.

***The company's capital expenditures could be higher than anticipated.***

Unanticipated maintenance issues, changes in government regulations or significant investments in technology and new product development could result in higher than anticipated capital expenditures, which could impact the company's debt, interest expense and cash flows.

***The company's operating results and financial condition could be adversely affected if the company becomes involved in litigation regarding its patents or other intellectual property rights.***

Litigation involving patents and other intellectual property rights is common in the company's industry, and other companies within the company's industry have used intellectual property litigation in an attempt to gain a competitive advantage. The company in the past has been, and in the future may become, a party to lawsuits involving patents or other intellectual property. If the company were to receive an adverse judgment in any such proceeding, a court or a similar foreign governing body could invalidate or render unenforceable the company's owned or licensed patents, require the company to pay significant damages, seek licenses and/or pay ongoing royalties to third parties, require the company to redesign its products, or prevent the company from manufacturing, using or selling its products, any of which could have an adverse effect on the company's results of operations and financial condition. The company in the past has brought, and may in the future also bring, actions against third parties for infringement of the company's intellectual property rights. The company may not succeed in these actions. The defense and prosecution of intellectual property suits, proceedings before the U.S. Patent and Trademark Office or its foreign equivalents and related legal and administrative proceedings are both costly and time consuming. Protracted litigation to defend or prosecute the company's intellectual property rights could seriously detract from the time the company's management would otherwise devote to running its business. Intellectual property litigation relating to the company's products could cause its customers or potential customers to defer or limit their purchase or use of the affected products until resolution of the litigation.

***If the company is unable to protect its intellectual property rights or resolve successfully claims of infringement brought against it, the company's product sales and business could be affected adversely.***

The company's business depends in part on its ability to establish, protect, safeguard and enforce its intellectual property and contractual rights and to defend against any claims of infringement, both of which involve complex legal, factual and marketplace uncertainties. The company relies on a combination of patent, trade secret, copyright and trademark law and security measures to protect its intellectual



property, but effective intellectual property protection may not be available in all places that the company sells its products or services, particularly in certain foreign jurisdictions, and patents provide protection for finite time periods. In addition, the company uses nondisclosure, confidentiality agreements and invention assignment agreements with many of its employees, and nondisclosure and confidentiality agreements with certain third parties, in an effort to help protect its proprietary technology and know-how. If these agreements are breached or the company's intellectual property is otherwise infringed, misappropriated or violated, the company may have to rely on litigation to enforce its intellectual property rights. If any of these measures are unsuccessful in protecting the company's intellectual property, the company's business may be affected adversely.

In addition, the company may face claims of infringement, misappropriation or other violation of third parties' intellectual property that could interfere with its ability to use technology or other intellectual property rights that are material to the company's business operations. In the event that a claim of infringement, misappropriation or other violation against the company is successful, the company may be required to pay royalties or license fees to continue to use technology or other intellectual property rights that the company was using, or the company may be unable to obtain necessary licenses from third parties at a reasonable cost or within a reasonable time. If the company is unable to obtain licenses on reasonable terms, it may be forced to cease selling or using the products that incorporate the challenged intellectual property, or to redesign or, in the case of trademark claims, rename its products to avoid infringing the intellectual property rights of third parties, which may not be possible, or if possible, may be time-consuming. Any litigation of this type, whether successful or unsuccessful, could result in substantial costs to the company and adversely affect the company's business and financial condition.

The company also holds patent and other intellectual property licenses from third parties for some of its products and on technologies that are necessary in the design and manufacture of some of the company's products. The loss of these licenses could prevent the company from, or could cause additional disruption or expense in, manufacturing, marketing and selling these products, which could harm the company's business.

***The company's research and development and manufacturing processes are subject to federal, state, local and foreign environmental requirements.***

The company's research and development and manufacturing processes are subject to federal, state, local and foreign environmental requirements, including requirements governing the discharge of pollutants into the air or water, the use, handling, storage and disposal of

hazardous substances and the responsibility to investigate and clean up contaminated sites. Under some of these laws, the company also could be held responsible for costs relating to any contamination at the company's past or present facilities and at third-party waste disposal sites. These could include costs relating to contamination that did not result from any violation of law and, in some circumstances, contamination that the company did not cause. The company may incur significant expenses relating to the failure to comply with environmental laws. The enactment of stricter laws or regulations, the stricter interpretation of existing laws and regulations or the requirement to undertake the investigation or remediation of currently unknown environmental contamination at the company's own or third-party sites may require the company to make additional expenditures, which could be material.

***The company may be unable to make strategic acquisitions without obtaining amendments to its credit agreement.***

The company's business plans historically included identifying, analyzing, acquiring, and integrating other strategic businesses. There are various reasons for the company to acquire businesses or product lines, including providing new products or new manufacturing and service capabilities, to add new customers, to increase penetration with existing customers, and to expand into new geographic markets. The provisions of the credit agreement restrict the company from undertaking certain acquisitions unless the company is able to negotiate and obtain amendments with regard to those provisions. If the company is unable to obtain the necessary amendments, it may miss opportunities to grow its business through strategic acquisitions.

In addition, an acquisition could materially impair the company's operating results by causing the company to incur debt or requiring the amortization of acquisition expenses and acquired assets.

***Additional tax expense or additional tax exposures could affect the company's future profitability and cash flow.***

The company is subject to income taxes in the United States and various non-U.S. jurisdictions. The domestic and international tax liabilities are dependent upon the allocation of income among these different jurisdictions. The company's tax expense includes estimates of additional tax which may be incurred for tax exposures and reflects various other estimates and assumptions. In addition, the assumptions include assessments of future earnings of the company that could impact the valuation of its deferred tax assets. The company's future results of operations could be adversely affected by changes in the company's effective tax rate which could result from changes in the mix of earnings in countries with differing statutory tax rates, changes in the overall profitability of the company, changes in tax legislation and

rates, changes in generally accepted accounting principles, changes in the valuation of deferred tax assets and liabilities, the results of audits and examinations of previously filed tax returns and continuing assessments of its tax exposures. Corporate tax reform and tax law changes continue to be analyzed in many jurisdictions, including the potential impacts of new United States tax laws, rules, regulations or policies, and any legislation or regulations which may result from those policies.

The Tax Cuts and Jobs Act (“Tax Act”) was enacted on December 22, 2017. The Tax Act significantly revamped U.S. taxation of corporations, including a reduction of the federal income tax rate from 35% to 21%, a limitation on interest deductibility, and a new tax regime for foreign earnings. The limitation on interest deductibility, the new U.S. taxes on accumulated and future foreign earnings, other adverse changes resulting from the Tax Act, or a change in the mix of domestic and foreign earnings, might offset the benefit from the reduced tax rate, and the company’s future effective tax rates and/or cash taxes may increase, even significantly, or not decrease much, compared to recent or historical trends. Many of the provisions of the Tax Act are highly complex and may be subject to further interpretive guidance from the IRS or others. Some of the provisions of the Tax Act may be changed by a future Congress or challenged by the World Trade Organization (“WTO”) or be subject to trade or tax retaliation by other countries. Although the company cannot predict the nature or outcome of such future interpretive guidance, or actions by a future Congress, WTO or other countries, they could adversely impact the company’s financial condition, results of operations and cash flows.

***The company’s reported results may be adversely affected by increases in reserves for uncollectible accounts receivable.***

The company has a large balance of accounts receivable and has established a reserve for the portion of such accounts receivable that the company estimates will not be collected because of the company’s customers’ non-payment. The specific reserve is based on historical trends and current relationships with the company’s customers and providers. Changes in the company’s collection rates can result from a number of factors, including turnover in personnel, changes in the payment policies or practices of payors, changes in industry rates or pace of reimbursement or changes in the financial health of the company’s customers. As a result of past changes in Medicare reimbursement regulations, specifically changes to the qualification processes and reimbursement levels of consumer power wheelchairs and custom power wheelchairs, the business viability of some the company’s customers may be at risk. Further, as National Competitive Bidding is implemented in additional areas, the number of start-up or new providers who have three-year contracted pricing will increase.

The company’s reserve for uncollectible receivables has fluctuated in the past and will continue to fluctuate in the future. Changes in rates of collection, even if they are small in absolute terms, could require the company to increase its reserve for uncollectible receivables beyond its current level. The company has reviewed the accounts receivables, including those receivables financed through DLL, associated with many of its customers that are most exposed to these issues. If the business viability of certain of the company’s customers deteriorates or the company’s credit policies are ineffective in reducing the company’s exposures to credit risk, additional increases in reserves for uncollectible accounts may be necessary, which could adversely affect the company’s financial results.

***The inability to attract and retain, or loss of the services of, the company’s key management and personnel could adversely affect its ability to operate the company’s business.***

The company’s future success will depend, in part, upon the continued service of key managerial, research and development staff and sales and technical personnel. In addition, the company’s future success will depend on its ability to continue to attract and retain other highly qualified personnel, including personnel experienced in quality systems and regulatory affairs. If the company is not successful in retaining its current personnel or in hiring or retaining qualified personnel in the future, the company’s business may be adversely affected. The company’s future success depends, to a significant extent, on the abilities and efforts of its executive officers and other members of its management team, such as the company’s Chairman, President and Chief Executive Officer and its Senior Vice President and Chief Financial Officer, as well as other members of its management team. The company had significant turnover in its management team in recent years and cannot be certain that its executive officers and other key employees will continue in their respective capacities for any period of time, and these employees may be difficult to replace. If the company loses the services of any of its management team, the company’s business may be adversely affected.

***Certain provisions of the company’s debt agreements, its charter documents, and Ohio law could delay or prevent a sale or change in control of the company.***

Provisions of the company’s credit agreement, its charter documents, and Ohio law may make it more difficult for a third party to acquire, or attempt to acquire, control of the company even if a change in control would result in the purchase of shares of the company at a premium to market price. In addition, these provisions may limit the ability of shareholders of the company to approve transactions that they may deem to be in their best interest.

***Difficulties in implementing or upgrading the company's Enterprise Resource Planning systems may disrupt the company's business.***

The company is in the process of upgrading its Enterprise Resource Planning, or "ERP," system in Europe and may undertake further deployment of systems in other geographies of parts of the business. The complexities and business process changes associated with such an ERP upgrade can result in various difficulties including problems processing and fulfilling orders, customer disruptions and lost business. While the company believes the potential difficulties associated with upgrading the company's primary ERP system in Europe have been addressed or can be mitigated, there can be no assurance that the company will not experience disruptions or inefficiencies in the company's business operations as a result of the upgrade which could have a material adverse effect on the company's business, financial condition, liquidity or results of operations.

***The Company May Experience Volatility in the Market Price of its Common Shares***

The market price of the company's common shares may be influenced by lower trading volume and concentrated ownership relative to many other publicly-held companies. Because several of the company's shareholders own significant amounts of the company's outstanding common shares, the common shares are relatively less liquid and therefore more susceptible to price fluctuations than many other companies' shares. If any one or more of these shareholders were to sell all or a portion of their holdings of company common shares at once or within short periods of time, or there was an expectation that such a sale was imminent, then the market price of the company's common shares could be negatively affected.

**Item 1B. Unresolved Staff Comments.**

None.

**Item 2. Properties.**

The company owns or leases its manufacturing facilities, warehouses and offices and believes that these facilities are well maintained, adequately insured and suitable for their present and intended uses. Information concerning certain leased facilities of the company as of December 31, 2017 is set forth in Leases and Commitments in the Notes to the Consolidated Financial Statements of the company included in this report. The company's corporate headquarters is in Elyria, Ohio and a summary of the company's materially important properties by segment is as follows:

	Owned		Leased	
	Number	Square Feet	Number	Square Feet
<b>Manufacturing Facilities</b>				
Europe	3	349,612	6	513,601
NA/HME	1	152,256	10	520,417
Asia/Pacific	—	—	2	30,518
	<u>4</u>	<u>501,868</u>	<u>18</u>	<u>1,064,536</u>
<b>Warehouse and Office Facilities</b>				
Europe	3	39,289	48	445,391
NA/HME	—	—	11	469,831
IPG	—	—	1	10,786
Asia/Pacific	—	—	4	76,221
	<u>3</u>	<u>39,289</u>	<u>64</u>	<u>1,002,229</u>

**Item 3. Legal Proceedings.**

In the ordinary course of its business, the company is a defendant in a number of lawsuits, primarily product liability actions in which various plaintiffs seek damages for injuries allegedly caused by defective products. All the product liability lawsuits that the company faces in the United States have been referred to the company's captive insurance company and/or excess insurance carriers while all non-U.S. lawsuits have been referred to the company's commercial insurance carriers. All such lawsuits are generally contested vigorously. The coverage territory of the company's insurance is worldwide with the exception of those countries with respect to which, at the time the product is sold for use or at the time a claim is made, the U.S. government has suspended or prohibited diplomatic or trade relations. Management does not believe that the outcome of any of these actions will have a material adverse effect upon the company's business or financial condition.

In December 2012, the company reached agreement with FDA on the terms of a consent decree of injunction with respect to the company's Corporate facility and its Taylor Street manufacturing facility in Elyria, Ohio. A complaint and consent decree were filed in the U.S. District Court for the Northern District of Ohio, and on December 21, 2012, the Court approved the consent decree and it became effective. On July 24, 2017, following its reinspection of the Corporate and Taylor Street facilities, FDA notified the company that it was in substantial compliance with the QSR and, at that time, the company was permitted to resume full operations at those facilities, including the resumption of unrestricted sales of products made in those facilities.

The consent decree will continue in effect for a minimum of five years from July 24, 2017, during which time the company's Corporate and Taylor Street facilities must complete to two semi-annual and then four annual audits performed by a company-retained expert firm. The expert audit firm will determine whether the facilities remain in continuous compliance with the FDA Act, regulations and the terms of the consent decree.

The FDA has the authority to inspect the Corporate and Taylor Street facilities, and any other FDA registered facility, at any time. The FDA also has the authority to order the company to take a wide variety of actions if the FDA finds that the company is not in compliance with the consent decree, FDA Act or FDA regulations, including requiring the company to cease all operations relating to Taylor Street products. The FDA also can order the company to undertake a partial cessation of operations or a recall, issue a safety alert, public health advisory, or press release, or to take any other corrective action the FDA deems necessary with respect to Taylor Street products.

FDA also has authority under the consent decree to assess liquidated damages of \$15,000 per violation per day for any violations of the consent decree, FDA Act or FDA regulations. FDA also may assess liquidated damages for shipments of adulterated or misbranded devices in the amount of twice the sale price of any such adulterated or misbranded device. The liquidated damages are capped at \$7,000,000 for each calendar year. The liquidated damages are in addition to any other remedies otherwise available to FDA, including civil money penalties.

Additional information regarding the consent decree is included in Item 1. Business - Government Regulation; Item 1A. Risk Factors; Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations; and in Contingencies in the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

**Item 4. Mine Safety Disclosures.**

None.



**Executive Officers of the Registrant\***

The following table sets forth the names of the executive officers of the company, each of whom serves at the pleasure of the Board of Directors, as well as certain other information.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Matthew E. Monaghan	50	Chairman, President and Chief Executive Officer
Kathleen P. Leneghan	54	Senior Vice President and Chief Financial Officer
Dean J. Childers	51	Senior Vice President and General Manager, North America
Anthony C. LaPlaca	59	Senior Vice President, General Counsel and Secretary
Ralf Ledda	50	Senior Vice President and General Manager, Europe, Middle East & Africa

\* The description of executive officers is included pursuant to Instruction 3 to Section (b) of Item 401 of Regulation S-K.

**Matthew E. Monaghan** was appointed the company's President and Chief Executive Officer in April 2015 and was elected Chairman of the Board in May 2015. Prior to joining Invacare, Mr. Monaghan served as a business unit leader at Zimmer Holdings (now Zimmer Biomet NYSE: ZBH), a major orthopedic implant company, serving first as Vice President and General Manager of the company's Global Hips business (December 2009 to January 2014) and later as Senior Vice President of Hips and Reconstructive Research (January 2014 until joining Invacare). While at Zimmer, Mr. Monaghan was responsible for the Hip division's new product development, engineering, marketing, clinical studies, quality, regulatory affairs and results of the shared sales and supply chain functions. Later, those responsibilities also included directing global research for various areas of material, process and product innovation. Prior to joining Zimmer in 2009, Mr. Monaghan spent eight years as an operating executive for two leading private equity firms, Texas Pacific Group (TPG) and Cerberus Capital Management, where he led acquisitions and operational improvements of portfolio companies, which included the carve-out from Baxter Healthcare of a global medical business, making significant improvements at a U.S. personal insurance business and as COO of a consumer durable goods business spun off from Newell-Rubbermaid. For the first 13 years of his career, Mr. Monaghan held various engineering, financial and management positions at General Electric (NYSE:GE). Since November 2016, Mr. Monaghan has served as a director of Syneos Health (NASDAQ: SYNH), a contract research organization serving the needs of pharmaceutical clients.

**Kathleen P. Leneghan** was appointed Senior Vice President and Chief Financial Officer on February 22, 2018, after having served as Interim Chief Financial Officer since November 2017. She served as Vice President and Corporate Controller of the company since 2003. Ms. Leneghan has been employed by the company for 27 years, serving in various financial roles in North America and Europe. Prior to joining the Company, Ms. Leneghan was an audit manager with Ernst & Young LLP.

**Dean J. Childers** joined the company in May 2015 and was appointed Senior Vice President & General Manager, North America, in June 2015. Prior to joining the company, Mr. Childers served as Vice President, Business Operations at Integra Lifesciences, Inc., Plainsboro NJ (NASDAQ: IART), a life sciences company focused on regenerative technologies and orthopedics, from September 2014 until May 2015. From 2010 through 2014, Mr. Childers served as Vice President, Logistics at Zimmer, Inc. (now Zimmer Biomet NYSE: ZBH), an orthopedic device company participating in the joint reconstruction, trauma, sports medicine, surgical equipment, spine and dental markets.

**Anthony C. LaPlaca** was appointed Senior Vice President, General Counsel and Secretary effective January 2009. Previously, Mr. LaPlaca served as Vice President and General Counsel for six and a half years with Bendix Commercial Vehicle Systems LLC, Elyria, Ohio, a member of the Knorr-Bremse group, a supplier of commercial vehicle safety systems. Prior to that, he served as Vice President and General Counsel to Honeywell Transportation & Power Systems and General Counsel to Honeywell Commercial Vehicle Systems LLC.

**Ralf Ledda** was appointed Senior Vice President and General Manager, Europe, Middle East & Africa in November 2016. Previously he served for 21 years as Managing Director of Alber GmbH, Albstadt, Germany, Invacare's subsidiary that specializes in innovative electromotive technology and power add-on devices used with medical and recreational products.

**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**

Invacare's Common Shares, without par value, trade on the New York Stock Exchange (NYSE) under the symbol "IVC." Ownership of the company's Class B Common Shares (which are not listed on NYSE) cannot be transferred, except, in general, to family members without first being converted into Common Shares. Class B Common Shares may be converted into Common Shares at any time on a share-for-share basis. The number of record holders of the company Common Shares and Class B Common Shares at March 6, 2018 was 2,074 and 16, respectively. The closing sale price for the Common Shares on March 6, 2018 as reported by NYSE was \$17.60. The prices set forth below do not include retail markups, markdowns or commissions.

The following table sets forth, for each of the quarterly periods indicated, the high and low intraday sales prices of the company's common shares and dividends declared on the company's common shares for the periods indicated.

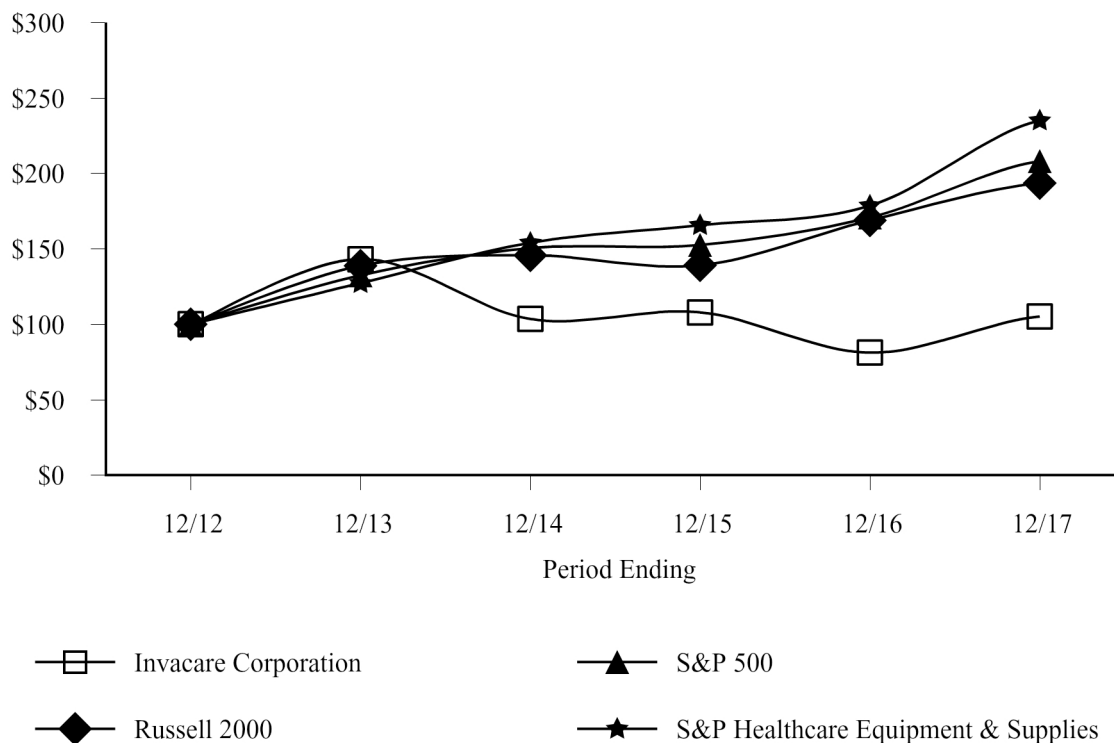
	2017			2016		
	High	Low	Cash Dividends Declared	High	Low	Cash Dividends Declared
<b>Quarter Ended:</b>						
December 31	\$ 17.95	\$ 13.95	\$ 0.0125	\$ 13.45	\$ 8.00	\$ 0.0125
September 30	16.35	12.35	0.0125	13.66	10.76	0.0125
June 30	16.65	10.25	0.0125	14.06	9.89	0.0125
March 31	13.75	9.90	0.0125	17.25	11.67	0.0125

During 2017 and 2016, the Board of Directors also declared annualized dividends of \$0.0455 per Class B Common Share. For information regarding limitations on the payment of dividends in the company's credit facilities and debt agreements, see Long Term Debt in the Notes to the Consolidated Financial Statements included in this report. The Common Shares are entitled to receive cash dividends at a rate of at least 110% of cash dividends paid on the Class B Common Shares. See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources, regarding covenants in the company's senior credit facilities with respect to the payment of dividends.

### SHAREHOLDER RETURN PERFORMANCE GRAPH

The following graph compares the yearly cumulative total return on Invacare's Common Shares against the yearly cumulative total return of the companies listed on the Standard & Poor's 500 Stock Index, the Russell 2000 Stock Index and the S&P Healthcare Equipment & Supplies Index\*.

**COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\***  
Among Invacare Corporation, the S&P 500 Index, the Russell 2000 Index, and S&P Healthcare Equipment & Supplies Index



	12/12	12/13	12/14	12/15	12/16	12/17
Invacare Corporation	\$ 100.00	\$ 142.94	\$ 103.54	\$ 107.73	\$ 81.17	\$ 105.10
S&P 500	100.00	132.39	150.51	152.59	170.84	208.14
Russell 2000	100.00	138.82	145.62	139.19	168.85	193.58
S&P Healthcare Equipment & Supplies	100.00	127.32	153.92	165.62	178.63	234.97

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\* The S&P Healthcare Equipment & Supplies Index is a capitalization-weighted average index comprised of health care companies in the S&P 500 Index.

The graph assumes \$100 invested on December 31, 2012 in the Common Shares of Invacare Corporation, S&P 500 Index, Russell 2000 Index and the S&P Healthcare Equipment & Supplies Index, including reinvestment of dividends, through December 31, 2017.

The following table presents information with respect to repurchases of Common Shares made by the company during the three months ended December 31, 2017.

<b>Period</b>	<b>Total Number of Shares Purchased (1)</b>	<b>Average Price Paid Per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs (2)</b>
10/1/2017 - 10/31/17	—	\$—	—	2,453,978
11/1/2017 - 11/30/17	3,115	17.62	—	2,453,978
12/1/2017 - 12/31/17	—	—	—	2,453,978
<b>Total</b>	<b>3,115</b>	<b>\$17.62</b>	<b>—</b>	<b>2,453,978</b>

- (1) All 3,115 shares repurchased between October 1, 2017 and December 31, 2017 were surrendered to the company by employees for minimum tax withholding purposes in conjunction with the vesting of restricted shares awarded to the employees or exercise of non-qualified options under the company's equity compensation plans.
- (2) In 2001, the Board of Directors authorized the company to purchase up to 2,000,000 Common Shares, excluding any shares acquired from employees or directors as a result of the exercise of options or vesting of restricted shares pursuant to the company's performance plans. The Board of Directors reaffirmed its authorization of this repurchase program on November 5, 2010, and on August 17, 2011 authorized an additional 2,046,500 shares for repurchase under the plan. To date, the company has purchased 1,592,522 shares under this program, with authorization remaining to purchase 2,453,978 shares. The company purchased no shares pursuant to this Board authorized program during 2017.

The equity compensation plan information required under Item 201(d) of Regulation S-K is incorporated by reference to the information under the caption "Equity Compensation Plan Information" in the company's definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

Under the terms of the company's senior credit facilities, repurchases of shares by the company generally are not permitted except in certain limited circumstances in connection with the vesting or exercise of employee equity compensation awards.

#### **Item 6. Selected Financial Data.**

The selected consolidated financial data set forth below with respect to the company's consolidated statements of comprehensive income (loss), cash flows and shareholders' equity for the fiscal years ended December 31, 2017, 2016 and 2015, and the consolidated balance sheets as of December 31, 2017 and 2016 are derived from the Consolidated Financial Statements included elsewhere in this Form 10-K or as adjusted to reflect the impact of discontinued operations. The consolidated statements of comprehensive income (loss), cash flows and shareholders' equity data for the fiscal years ended December 31, 2014 and 2013 and consolidated balance sheet data for the fiscal years ended December 31, 2015, 2014 and 2013 are derived from the company's previously filed Consolidated Financial Statements or as adjusted to reflect the impact of discontinued operations. The data set forth below should be read in conjunction with Item 7—"Management's Discussion and Analysis of Financial Condition and Results of Operations" and the company's Consolidated Financial Statements and Notes thereto included elsewhere in this Form 10-K. The Balance Sheet, Other Data and Key Ratios reflect the impact of discontinued operations to the extent included in the Consolidated Balance Sheets and Consolidated Statement of Cash Flows.



	2017 *	2016 **	2015 ***	2014 ****	2013 *****
<b>(In thousands, except per share and ratio data)</b>					
<b>Earnings</b>					
Net sales from continuing operations	\$ 966,497	\$ 1,047,474	\$ 1,142,338	\$ 1,270,163	\$ 1,334,505
Loss from continuing operations	(76,541)	(42,856)	(26,450)	(68,760)	(54,334)
Net Earnings from Discontinued Operations	—	—	260	12,690	87,385
Net Earnings (Loss)	<u>(76,541)</u>	<u>(42,856)</u>	<u>(26,190)</u>	<u>(56,070)</u>	<u>33,051</u>
Net Earnings (Loss) per Share—Basic:					
Net loss from continuing operations	(2.34)	(1.32)	(0.82)	(2.15)	(1.70)
Net earnings from discontinued operations	—	—	0.01	0.40	2.74
Net Earnings (Loss) per Share—Basic	<u>(2.34)</u>	<u>(1.32)</u>	<u>(0.81)</u>	<u>(1.75)</u>	<u>1.04</u>
Net Earnings (loss) per Share—Assuming Dilution:					
Net loss from continuing operations	(2.34)	(1.32)	(0.82)	(2.15)	(1.70)
Net earnings from discontinued operations	—	—	0.01	0.39	2.73
Net Earnings (Loss) per Share—Assuming Dilution	<u>(2.34)</u>	<u>(1.32)</u>	<u>(0.81)</u>	<u>(1.75)</u>	<u>1.04</u>
Dividends per Common Share	0.05	0.05	0.05	0.05	0.05
Dividends per Class B Common Share	0.04545	0.04545	0.04545	0.04545	0.04545
<b>Balance Sheet</b>					
Current Assets	\$ 456,914	\$ 409,072	\$ 362,299	\$ 405,987	\$ 419,539
Total Assets	1,066,033	903,743	838,143	963,731	1,096,434
Current Liabilities	218,064	220,861	247,644	290,232	276,165
Working Capital	238,850	188,211	114,655	115,755	143,374
Long-Term Debt	241,405	146,088	45,092	19,732	31,184
Other Long-Term Obligations	183,270	114,407	82,589	88,805	118,276
Shareholders' Equity	423,294	422,387	462,818	565,322	670,809
<b>Other Data</b>					
Research and Development Expenditures	\$ 17,796	\$ 17,123	\$ 18,677	\$ 23,149	\$ 24,075
Capital Expenditures	14,569	10,151	7,522	12,327	14,158
Depreciation and Amortization	14,631	14,635	18,204	30,941	34,399
<b>Key Ratios</b>					
Return on Sales % from continuing operations	(7.9)	(4.1)	(2.3)	(5.4)	(4.1)
Return on Average Assets %	(7.8)	(4.9)	(2.9)	(5.4)	2.8
Return on Beginning Shareholders' Equity %	(18.1)	(9.3)	(4.6)	(8.4)	5.3
Current Ratio	2.1:1	1.9:1	1.5:1	1.4:1	1.5:1
Debt-to-Equity Ratio	0.58:1	0.38:1	0.10:1	0.04:1	0.07:1

- 
- \* Reflects charges related to restructuring from continuing operations of \$12,274,000 (\$11,872,000 after-tax expense or \$0.36 per share assuming dilution), net loss on convertible debt derivatives of \$3,657,000 (\$3,657,000 after-tax income or \$0.11 per share assuming dilution), an intangible asset impairment of \$320,000 (\$237,000 after-tax expense or \$0.01 per share assuming dilution) and a non-cash tax benefit of \$1,580,000 (\$0.05 per share assuming dilution) related to the revaluation of net deferred tax liabilities as a result of the new U.S. tax reform legislation.
- \*\* Reflects gain on sale of Garden City Medical, Inc. of \$7,386,000 (\$7,386,000 after-tax income or \$0.23 per share assuming dilution), charges related to restructuring from continuing operations of \$2,447,000 (\$2,447,000 after-tax expense or \$0.08 per share assuming dilution), incremental warranty expense of \$2,856,000 (\$2,856,000 after-tax expense or \$0.09 per share assuming dilution related to three product recalls) and net gain on convertible debt derivatives of \$1,268,000 (\$1,268,000 after-tax income or \$0.04 per share assuming dilution).
- \*\*\* Reflects charges related to restructuring from continuing operations of \$1,971,000 (\$1,843,000 after-tax expense or \$0.06 per share assuming dilution), net warranty reversals of \$2,325,000 (\$2,325,000 after-tax income or \$0.07 per share assuming dilution related to three product recalls) and the positive impact of an intraperiod tax allocation associated with discontinued operations of \$140,000 or \$0.00 per share assuming dilution.
- \*\*\*\* Reflects charges related to restructuring from continuing operations of \$11,112,000 (\$10,096,000 after-tax expense or \$0.32 per share assuming dilution), incremental warranty expense of \$11,493,000 (\$10,801,000 after-tax expense or \$0.34 per share assuming dilution related to three product recalls), intangible asset impairments of \$13,041,000 (\$13,041,000 after-tax expense or \$0.41 per share assuming dilution) and the positive impact of an intraperiod tax allocation associated with discontinued operations of \$7,175,000 or \$0.22 per share assuming dilution.
- \*\*\*\*\* Reflects charges related to restructuring from continuing operations of \$9,336,000 (\$7,493,000 after-tax expense or \$0.23 per share assuming dilution), incremental warranty expense of \$7,264,000 (\$7,170,000 after-tax expense or \$0.22 per share assuming dilution related to a power wheelchair joystick recall), intangible asset impairments of \$1,523,000 (\$1,322,000 after-tax expense or \$0.04 per share assuming dilution) and the positive impact of an intraperiod tax allocation associated with discontinued operations of \$3,445,000 or \$0.11 per share assuming dilution.

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

**OVERVIEW**

Management's discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes that appear elsewhere in this annual report on Form 10-K.

Invacare is a multi-national company with integrated capabilities to design, produce and distribute durable medical equipment. The company makes products that help people move, breathe, rest and perform essential hygiene, and with those products the company supports people with congenital, acquired and degenerative conditions. The company's products and solutions are important parts of care for people with a range of challenges, from those who are active and heading to work or school each day and may need additional mobility or respiratory support, to those who are cared for in residential care settings, at home and in rehabilitation centers. The company operates in facilities in North America, Europe and Asia/Pacific, which are the result of dozens of acquisitions made over the company's nearly forty-year history. Some of these acquisitions have been combined into integrated operating units, while others remain relatively independent.

**Strategy**

The company had a strategy to be a leading provider of durable medical equipment to providers in global markets by providing the broadest portfolio available. This strategy has not kept pace with certain reimbursement changes, competitive dynamics and company-specific challenges. Since 2015, the company has made a major shift in its strategy. The company has since been aligning its resources to produce products and solutions that assist customers and end-users with their most clinically complex needs. By focusing the company's efforts to provide the best possible assistance and outcomes to the people and caregivers who use its products, the company aims to improve its financial condition for sustainable profit and growth. To execute this transformation, the company is undertaking a substantial three-phase multi-year transformation plan.

**Transformation**

The company is executing a multi-year transformation to shift to its new strategy. This is expected to yield better financial results from the application of the company's resources to products and solutions that provide greater healthcare value in clinically complex rehabilitation and post-acute care. The transformation is divided into the following three phases:

*Phase One - Assess and Reorient*

- Increase commercial effectiveness;
- Shift and narrow the product portfolio;
- Align innovation resources to clinically complex solutions;
- Accelerate quality efforts with culture of quality excellence; and
- Develop and expand talent.

*Phase Two - Build and Align*

- Leverage commercial improvements;
- Optimize the business for cost and efficiency;
- Continue to improve quality systems;
- Launch new clinical product platforms; and
- Expand talent management and culture.

*Phase Three - Grow*

- Lead in quality culture and operations excellence; and
- Grow above market.

2017 was a tremendous year of progress in the company's transformation across the company. In quality milestones, the company had a major step forward with the consent decree. As of July 24, 2017, the company was able to sell without restrictions from its Elyria, Ohio power wheelchair manufacturing facility. The company launched over ten new products, including two products that move Invacare into the world of informatics - the new Invacare® TDX® SP2 Power Wheelchair with LiNX® Technology and the Invacare® Platinum® Mobile Oxygen Concentrator with Connectivity. The company also made significant investments to begin to resize its infrastructure around its new business model, as reflected in the reduction of SG&A expense.

In 2017, Europe overcame foreign currency headwinds from the beginning of the year and delivered solid performance. Asia/Pacific demonstrated continued improvement. NA/HME continued to stabilize constant currency sequential net sales in the fourth quarter compared to the third quarter 2017 with growth in mobility and seating and respiratory products. The increase in respiratory sales was largely driven by promotional activities for the company's new portable oxygen concentrator that launched in October 2017.

The company will continue to make significant investments in its transformation, reduce sales in certain areas, refocus resources away from less accretive activities, and look at its global infrastructure for opportunities to drive efficiency. Phase One investments are providing returns. The company expects to see improved results in 2018 with Phase Two actions continuing as the company continues to streamline operations, resize and reshape the organization, especially in North America, around its new business mix and size. By executing this strategy and making these operational improvements, the company expects long-term benefits for the company's constituents.

As a result of anticipated commercial effectiveness, the company expects increased working capital to support growth, especially of NA/HME mobility and seating products, which would include investments in demonstration units and the working capital needed to support the extended quote-to-cash process for power wheelchairs. Also, the company will make additional restructuring and capital investments as it continues to reshape the business over the course of 2018. The company expects spending on capital expenditures to increase from recent low levels to approximately \$20,000,000 to \$25,000,000 in 2018. As a result, the company anticipates its cash flow usage for 2018 will be similar to the cash used in 2017, including consideration of seasonality of cash flow usage during the year.

As noted previously, the company is gradually applying the transformation to the Europe segment, which may slightly reduce the segment's net sales as it begins to shift its product mix toward more clinically valued, higher-margin products. Regarding the IPG segment, the company expects its new strategic selling approach in the capital selling environment to continue to take time to yield growth. In its pursuit of increased shareholder value, the company continues to prioritize its emphasis on a culture of quality excellence and achieving its long-term earnings potential.

### **Favorable Long-term Demand**

Ultimately, demand for the company's products and services is based on the need to provide care for people with certain conditions. The company's medical devices provide solutions for end-users and caregivers. Therefore, the demand for the company's medical equipment is largely driven by population growth and the incidence of certain conditions where treatment may be supplemented by the company's devices. The company also provides solutions to help equipment providers and residential care operators deliver cost-effective and high-quality care. The company believes that its commercial team, customer relationships, products and solutions, supply chain infrastructure, and strong research and development pipeline will create favorable business potential.



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## RESULTS OF OPERATIONS

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The company has completed various divestitures over the past few years as part of its focus on other lines of business where the company's resources can best generate returns. The most recent divested operations are explained below.

On September 30, 2016, the company completed the sale of its subsidiary, Garden City Medical Inc. for approximately \$13,829,000 in cash ("GCM"), to Compass Health Brands. GCM, doing business as PMI and Pinnacle Medsource, sourced and distributed primarily single-use products under the brand ProBasics™ by PMI. GCM was part of the North America/Home Medical Equipment (NA/HME) segment. The net proceeds from the transaction were \$12,729,000, net of expenses. The company recorded a pre-tax gain of \$7,386,000 in the third quarter of 2016, which represented the excess of the net sales price over the book value of the assets and liabilities of GCM. The sale of GCM was dilutive to the company's results. The company determined that the sale of GCM did not meet the criteria for classification as a discontinued operation in accordance with ASU 2014-08 but the "held for sale" criteria of ASC 360-10-45-9 were met and thus GCM was treated as held for sale for purposes of the Consolidated Balance Sheets as of December 31, 2015. As such, the results of the rentals businesses are included in the Results from Continuing Operations discussion below.

On July 2, 2015, the company sold its rentals businesses to Joerns Healthcare Parent, LLC, for approximately \$15,500,000 in cash, which was subject to final post-closing adjustments. The rentals businesses had been operated on a stand-alone basis and reported as part of the IPG segment of the company. The company recorded a pre-tax gain of approximately \$24,000 in the third quarter of 2015, which represented the excess of the net sales price over the book value of the assets and liabilities of the rentals businesses, as of the date of completion of the disposition. The sale of the rentals businesses was not dilutive to the company's results. The company determined that the sale of the rentals businesses did not meet the criteria for classification as a discontinued operation in accordance with ASU 2014-08. The rentals businesses were treated as held for sale as of June 30, 2015 until sold on July 2, 2015. As such, the results of the rentals businesses are included in the Results from Continuing Operations.

*Reclassifications & Other Changes-* During the first quarter of 2017, a subsidiary, formerly included in the Europe segment, was transferred to the NA/HME segment as the subsidiary is managed by the NA/HME segment manager effective January 1, 2017. Segment results for 2016 and 2015 have been changed accordingly. In 2016, the company redefined the measure by which it evaluates segment profit or loss to be segment operating profit (loss). The previous performance measure was earnings before income taxes. All prior periods presented were restated to reflect the new measure.

## NET SALES

2017 Versus 2016

(\$ in thousands USD)	2017	2016	Reported % Change	Foreign Exchange % Impact	Constant Currency % Change
Europe	535,326	534,801	0.1	(0.5)	0.6
NA/HME	320,818	402,914	(20.4)	0.1	(20.5)
IPG	59,472	64,413	(7.7)	—	(7.7)
Asia/Pacific	50,881	45,346	12.2	1.8	10.4
Consolidated	966,497	1,047,474	(7.7)	(0.1)	(7.6)
NA/HME less divested GCM	320,818	376,306	(14.7)	0.2	(14.9)
Consolidated less divested GCM	966,497	1,020,866	(5.3)	(0.1)	(5.2)

The table above provides net sales change as reported and as adjusted to exclude the impact of foreign exchange translation (constant currency net sales) as well as net sales further adjusted to exclude the impact of the sale of GCM, which was sold in September 2016 and not deemed a discontinued operation from an external reporting perspective. "Constant currency net sales" is a non-GAAP financial measure, which is defined as net sales excluding the impact of foreign currency translation. The current year's functional currency net sales are translated using the prior year's foreign exchange rates. These amounts are then compared to the prior year's sales to calculate the constant currency net sales change. Management believes that this financial measure provides meaningful information for evaluating the core operating performance of the company.

Consolidated net sales for 2017 decreased 7.7% for the year, to \$966,497,000 from \$1,047,474,000 in 2016. Foreign currency translation decreased net sales by 0.1 percentage points. Constant currency net sales decreased 7.6% compared to 2016. Higher constant currency net sales in the Europe and Asia/Pacific segments were offset by lower constant currency net sales in the North America / Home Medical Equipment (NA/HME) and Institutional Products (IPG) segments. Constant currency net sales for the company, excluding the impact of all the divested Garden City Medical (GCM) businesses, decreased 5.2% compared to 2016. Constant currency net sales is a non-GAAP financial measure - see the reconciliation table above and later in this section for 2016.

**Europe** - European net sales increased 0.1% in 2017 compared to 2016 to \$535,326,000 from \$534,801,000 as foreign currency translation decreased net sales by 0.5 of a percentage point. Constant currency net sales increased 0.6% compared to 2016. The improvements in constant currency net sales were driven primarily by increased sales of mobility and seating products partially offset by respiratory and lifestyle products. Changes in exchange rates have had, and

may continue to have, a significant impact on sales in this segment.

**NA/HME** - NA/HME net sales decreased 20.4% in 2017 versus the prior year to \$320,818,000 from \$402,914,000 with foreign currency translation increasing net sales by 0.1 of a percentage point. Constant currency net sales decreased 20.5% compared to the prior year. Excluding the net sales impact of the divested GCM business, reported net sales decreased by 14.7% and by 14.9% on a constant currency basis. The decreases in constant currency net sales were primarily driven by reduced sales of lifestyle and respiratory products and to a lesser extent mobility and seating as well as reduced net sales into China as result of the closure of one of the company's Suzhou, China facilities. Excluding consumer product discontinued in the fourth quarter of 2016, mobility and seating net sales were flat year-over-year.

**IPG** - IPG net sales decreased 7.7% in 2017 over the prior year to \$59,472,000 from \$64,413,000 with foreign currency translation having no material impact. The decrease in constant currency net sales was driven by sales declines in the major product categories.

**Asia/Pacific** - Asia/Pacific net sales increased 12.2% in 2017 from the prior year to \$50,881,000 from \$45,346,000. Foreign currency translation increased net sales by 1.8 percentage points. Constant currency net sales increased 10.4% compared to 2016 due to net sales increases in mobility and seating products. Changes in exchange rates, particularly with the euro and U.S. dollar, have had, and may continue to have, a significant impact on sales in this segment.

The following tables provide net sales at reported rates for the quarters ended December 31, September 30, June 30, and March 31, 2017, respectively, and net sales for the quarters ended December 31, September 30 and June 30, 2017, respectively, as translated at the foreign exchange rates for the quarter ended March 31, 2017 with each then compared to the net sales for the most recent prior period (constant currency sequential net sales).

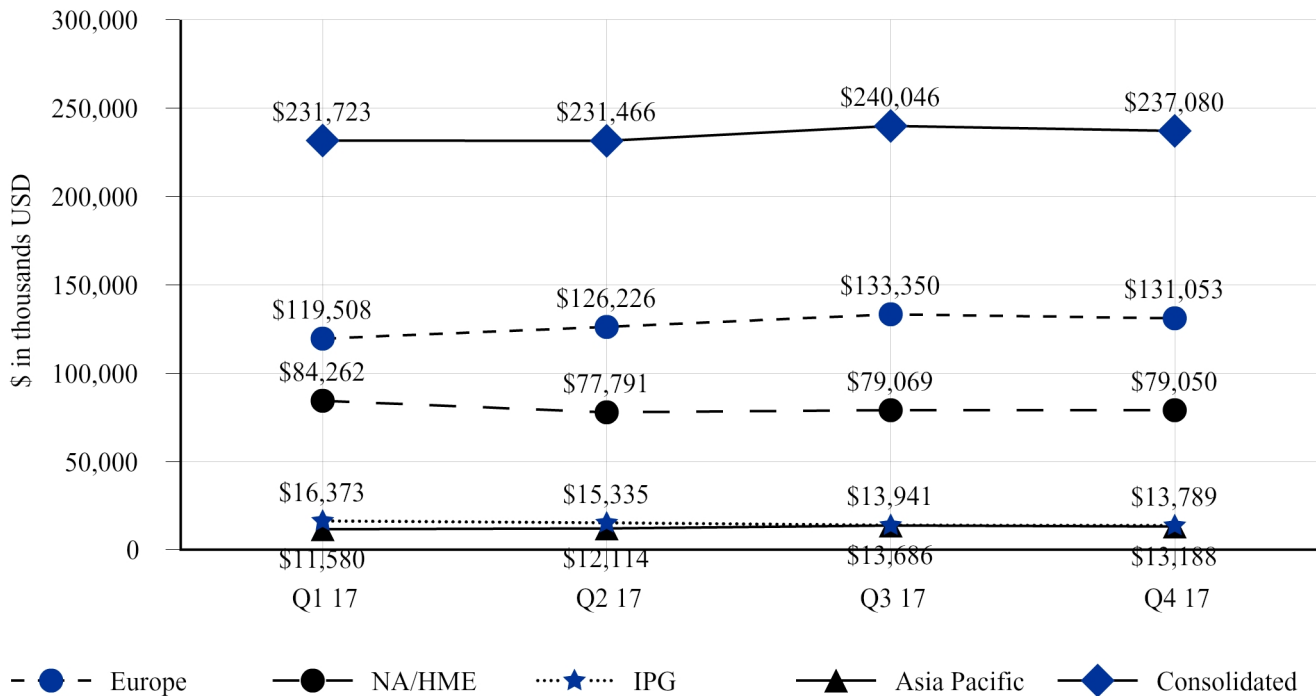
	Q4 17 at Reported Foreign Exchange Rates	Foreign Exchange Translation Impact	Q4 17 at Q1 17 Foreign Exchange Rates	Q3 17 at Q1 17 Foreign Exchange Rates	Sequential Growth \$	Sequential Growth %
Europe	\$ 144,052	\$ (12,999)	\$ 131,053	\$ 133,350	\$ (2,297)	(1.7)%
NA/HME	79,351	(301)	79,050	79,069	(19)	—
IPG	13,804	(15)	13,789	13,941	(152)	(1.1)
Asia Pacific	13,144	44	13,188	13,686	(498)	(3.6)
Consolidated	\$ 250,351	\$ (13,271)	\$ 237,080	\$ 240,046	\$ (2,966)	(1.2)%

	Q3 17 at Reported Foreign Exchange Rates	Foreign Exchange Translation Impact	Q3 17 at Q1 17 Foreign Exchange Rates	Q2 17 at Q1 17 Foreign Exchange Rates	Sequential Growth \$	Sequential Growth %
Europe	\$ 143,281	\$ (9,931)	\$ 133,350	\$ 126,226	\$ 7,124	5.6%
NA/HME	79,516	(447)	79,069	77,791	1,278	1.6
IPG	13,975	(34)	13,941	15,335	(1,394)	(9.1)
Asia Pacific	14,134	(448)	13,686	12,114	1,572	13.0
Consolidated	\$ 250,906	\$ (10,860)	\$ 240,046	\$ 231,466	\$ 8,580	3.7%

	Q2 17 at Reported Foreign Exchange Rates	Foreign Exchange Translation Impact	Q2 17 at Q1 17 Foreign Exchange Rates	Q1 17 at Reported Foreign Exchange Rates	Sequential Growth \$	Sequential Growth %
Europe	\$ 128,485	\$ (2,259)	\$ 126,226	\$ 119,508	\$ 6,718	5.6%
NA/HME	77,689	102	77,791	84,262	(6,471)	(7.7)
IPG	15,320	15	15,335	16,373	(1,038)	(6.3)
Asia Pacific	12,023	91	12,114	11,580	534	4.6
Consolidated	\$ 233,517	\$ (2,051)	\$ 231,466	\$ 231,723	\$ (257)	(0.1)%

	Q1 17 at Reported Foreign Exchange Rates	Q2 17 at Q1 17 Foreign Exchange Rates	Q3 17 at Q1 17 Foreign Exchange Rates	Q4 17 at Q1 17 Foreign Exchange Rates	Q2 17 vs Q1 17 Sequential Growth %	Q3 17 vs Q2 17 Sequential Growth %	Q4 17 vs Q3 17 Sequential Growth %
Europe	\$ 119,508	\$ 126,226	\$ 133,350	\$ 131,053	5.6%	5.6%	(1.7)%
NA/HME	84,262	77,791	79,069	79,050	(7.7)	1.6	—
IPG	16,373	15,335	13,941	13,789	(6.3)	(9.1)	(1.1)
Asia Pacific	11,580	12,114	13,686	13,188	4.6	13.0	(3.6)
Consolidated	\$ 231,723	\$ 231,466	\$ 240,046	\$ 237,080	(0.1)%	3.7%	(1.2)%

### Segment Sequential Net Sales



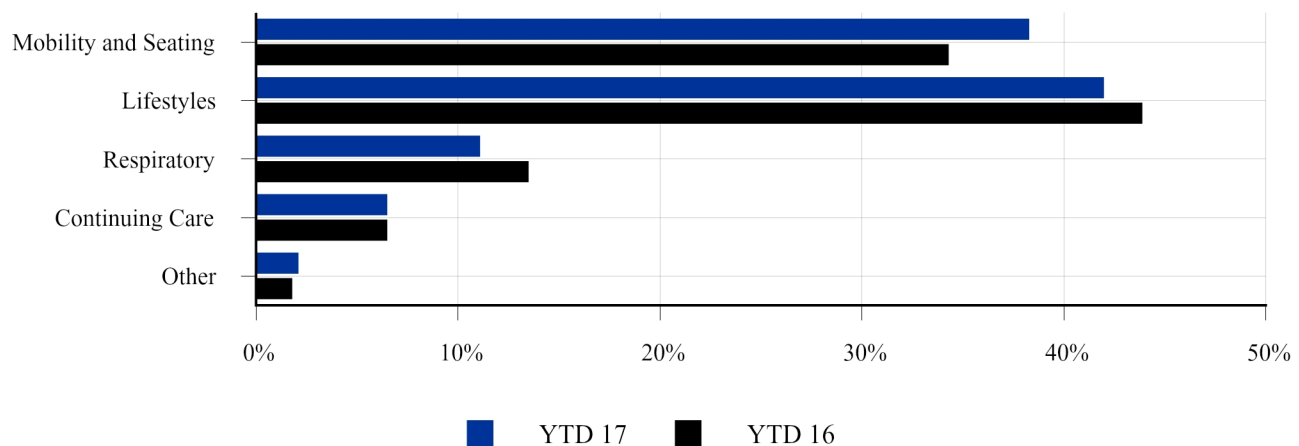
The net sales amounts in the above table are converted at Q1 2017 foreign exchange rates so that the sequential change in net sales can be shown, excluding the impact of changes in foreign currency exchange rates.

Results for 2017 reflected the company's efforts to stabilize net sales sequentially, specifically in its NA/HME segment through new product introduction and focus on clinically complex products, and increased productivity from its new commercial salesforce. Sequential sales reflect the

general improvement for NA/HME in the second half of 2017.

Sequentially, net sales for Europe also showed improvement in the second half of 2017 as compared to the first half, which has historically been typical for this segment. The Asia Pacific segment showed strong sequential growth throughout the year while IPG sequential sales declined as the segment continued to work through its customer mix shift with the long-term care channel.

### Constant Currency Product Mix Shift





The company realized a favorable impact from sales mix year-to-date attributable to mobility and seating products, which comprise most of the company's clinically complex product portfolio. This favorable net sales mix shift is the result of the company's continued transformation and, in particular, the implementation of Phase One of the

transformation, where the company focused on shifting and narrowing the product portfolio and alignment of resources to focus on clinically complex solutions. Declines in lifestyle products are expected with the transformation while the company is focused on reversing the declines in respiratory products.

#### 2016 Versus 2015

(\$ in thousands USD)	2016	2015	Reported % Change	Foreign Exchange % Impact	Constant Currency % Change
Europe	534,801	535,372	(0.1)	(3.1)	3.0
NA/HME	402,914	475,287	(15.2)	(0.2)	(15.0)
IPG	64,413	87,137	(26.1)	(0.2)	(25.9)
Asia/Pacific	45,346	44,542	1.8	(1.7)	3.5
Consolidated	1,047,474	1,142,338	(8.3)	(1.6)	(6.7)
NA/HME less divested GCM	376,306	440,468	(14.6)	(0.3)	(14.3)
IPG less divested Rentals	64,413	72,794	(11.5)	(0.2)	(11.3)
Consolidated less all divested	1,020,866	1,093,176	(6.6)	(1.7)	(4.9)

Consolidated net sales for 2016 decreased 8.3% for the year, to \$1,047,474,000 from \$1,142,338,000 in 2015. Foreign currency translation decreased net sales by 1.6 percentage points. Constant currency net sales decreased 6.7% compared to 2015. Higher constant currency net sales in the Europe and Asia/Pacific segments were offset by lower constant currency net sales in the NA/HME and IPG segments. Constant currency net sales for the company, excluding the impact of all the divested businesses (GCM and rentals businesses), decreased 4.9% compared to 2015.

**Europe** - European net sales decreased 0.1% in 2016 compared to the prior year to \$534,801,000 from \$535,372,000 as foreign currency translation decreased net sales by 3.1 percentage points. Constant currency net sales increased 3.0% compared to 2015. The improvements in constant currency net sales were driven by increased sales of mobility and seating and lifestyle products.

**NA/HME** - NA/HME net sales decreased 15.2% in 2016 versus the prior year to \$402,914,000 from \$475,287,000 with foreign currency translation decreasing net sales by 0.2 of a percentage point. Constant currency net sales decreased 15.0% compared to the prior year. Excluding

the net sales impact of the divested GCM business, reported net sales decreased by 14.6% and by 14.3% on a constant currency basis. The decreases in constant currency net sales were primarily driven by reduced sales of lifestyle and respiratory products while mobility and seating declined slightly.

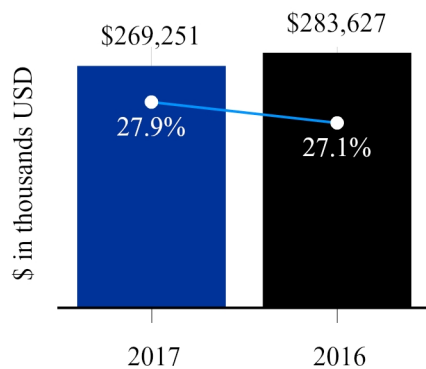
**IPG** - IPG net sales decreased 26.1% in 2016 over the prior year to \$64,413,000 from \$87,137,000 as foreign currency translation decreased sales by 0.2 of a percentage point. Excluding the net sales impact of the divested rentals businesses, reported net sales decreased by 11.5% and by 11.3% on a constant currency basis. The decreases in constant currency net sales of the non-rentals businesses were driven by sales declines in all major product categories.

**Asia/Pacific** - Asia/Pacific net sales increased 1.8% in 2016 from the prior year to \$45,346,000 from \$44,542,000. Foreign currency translation decreased net sales by 1.7 percentage points. Constant currency net sales increased 3.5% compared to 2015 due to net sales increases in the Australia and New Zealand distribution businesses and at the company's subsidiary that produces microprocessor controllers.

## GROSS PROFIT

2017 Versus 2016

### Gross Profit and Gross Margin as a % of Net Sales



Consolidated gross profit as a percentage of net sales was 27.9% in 2017 as compared to 27.1% in 2016. Excluding the impact of the divested GCM business, gross profit as a percentage of net sales for 2017 increased by 0.5 of a percentage point as compared to 2016. The gross margin improvement was principally a result of the strategic shift toward mobility and seating products and reduced freight costs partially offset by increased manufacturing costs, including unfavorable impact from foreign exchange. Gross profit as a percentage of net sales increased for all segments. Gross profit dollars increased for the Europe and Asia/Pacific segments but declined in NA/HME and IPG principally due to lower net sales.

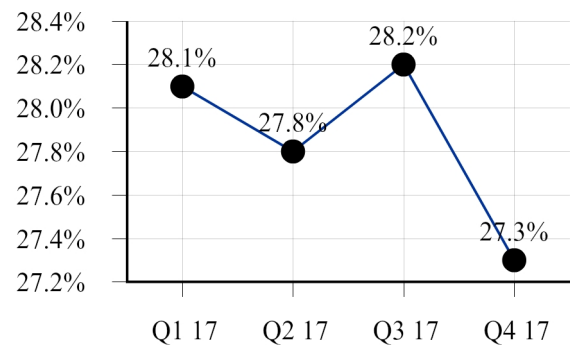
**Europe** - Gross profit as a percentage of net sales increased 0.4 of a percentage point in 2017 from the prior year and gross margin dollars increased by \$2,547,000. The increase in margin dollars was principally due to favorable net sales mix and reduced warranty expense partially offset by unfavorable manufacturing variances, including negative impact from foreign exchange, and R&D expenses.

**NA/HME** - Gross profit as a percentage of net sales increased by 0.8 of a percentage point in 2017 from the prior year while gross margin dollars decreased by \$16,293,000. Excluding the impact of the divested GCM business, gross margin as a percentage of net sales increased by 0.5 of a percentage point, while gross profit dollars decreased by \$10,796,000. The decrease in gross profit dollars was primarily due to net sales volume declines and partially offset by reduced freight, warranty and R&D expenses as well as favorable net sales mix.

**IPG** - Gross profit as a percentage of net sales increased 1.3 percentage points in 2017 from the prior year and gross margin dollars decreased \$681,000. The decrease in gross profit dollars was driven by volume declines partially offset by favorable sales mix and reduced freight expense.

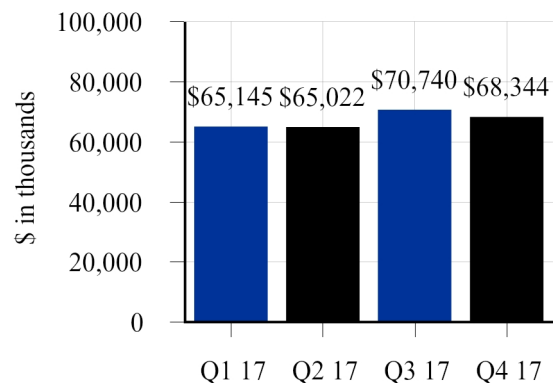
**Asia/Pacific** - Gross profit as a percentage of net sales increased 0.9 of a percentage point in 2017 from the prior year and gross margin dollars increased \$950,000. The increase was primarily attributable to volume increases, favorable net sales mix and reduced research and development expense partially offset by unfavorable manufacturing variances and increased warranty expense.

### Sequential Gross Margin as a % of Net Sales



Sequential gross margin as a percentage of net sales and gross margin dollars stabilized during 2017 with the decline in the fourth quarter of 2017 driven by the liquidation of inventories built up over the year to facilitate smooth transitions in 2017 related to plant closures and manufacturing costs related to product transfers, and year-end promotional activities.

### Sequential Gross Profit



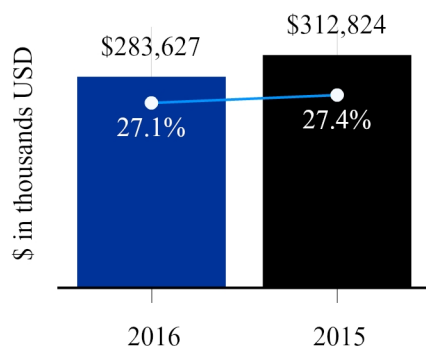
The increase in gross profit dollars during the second half of 2017 was driven by volume increases, favorable sales mix, and favorable foreign currency partially offset by unfavorable manufacturing variances and increased freight and warranty expense. Sequential gross margin dollars increased in the Europe and Asia/Pacific segments but declined in the NA/HME and IPG segments.

### ***Research and development***

The company continued to invest in research and development activities in 2017. The company dedicated funds to applied research activities to ensure that new and enhanced design concepts are available to its businesses. Research and development expenditures, which are included in costs of products sold, increased to \$17,796,000 in 2017 from \$17,123,000 in 2016. The expenditures, as a percentage of net sales, were 1.8% and 1.6% in 2017 and 2016, respectively.

*2016 Versus 2015*

### **Gross Profit and Gross Margin as a % of Net Sales**



Consolidated gross profit as a percentage of net sales was 27.1% in 2016 as compared to 27.4% in 2015. Excluding the impact of all the divested businesses, gross margin as a percentage of net sales for 2016 increased by 0.2 of a percentage point as compared to 2015 driven by favorable sales mix principally offset by increased warranty expense. Gross margin as a percentage of net sales increased for the NA/HME and Asia/Pacific segments with declines in the Europe and IPG segments. Gross profit dollars declined in all segments, except for Asia/Pacific, with the largest declines in NA/HME and IPG. The decline in IPG was primarily impacted by the sale of the rentals businesses in 2015.

Gross profit in Europe as a percentage of net sales decreased 0.7 of a percentage point in 2016 from the prior year and gross margin dollars decreased by \$2,937,000. The decrease in margin was principally due to unfavorable foreign currency, pricing, warranty and R&D expense. Incremental warranty recall expense of \$1,490,000 was recorded in 2016 for a component of a lifestyles product.

NA/HME gross profit as a percentage of net sales increased by 0.5 of a percentage point in 2016 from the prior year while gross margin dollars decreased by \$12,890,000 driven by net sales declines and increased warranty expense. The 2016 gross margin reflects warranty recall expense of \$1,366,000, or 0.3 of a percentage point, for a recall which was related to a component on a lifestyles product. In comparison, warranty recall expense reversals of \$2,325,000, or 0.5 of a percentage point, were recorded in 2015.

IPG gross profit as a percentage of net sales decreased 9.9 percentage points in 2016 from the prior year and gross margin dollars decreased \$14,090,000. The decrease in margin was primarily attributable to the sale of the rentals businesses (\$11,359,000 or 8.5 percentage points) and to a lesser extent unfavorable sales mix and increased warranty expense.

Gross profit in Asia/Pacific as a percentage of net sales increased 1.8 percentage points in 2016 from the prior year and gross margin dollars increased \$1,038,000. The increase was primarily related to favorable sales mix and reduced manufacturing costs, which were partially offset by R&D expense.

See “Accrued Expenses” in the Notes to the Consolidated Financial Statements included elsewhere in this Annual Report on Form 10-K for the total warranty provision amounts and a reconciliation of the changes in the warranty accrual.

### ***Research and Development***

The company continued to invest in research and development activities in 2016. The company dedicated funds to applied research activities to ensure that new and enhanced design concepts are available to its businesses. Research and development expenditures, which are included in costs of products sold, decreased to \$17,123,000 in 2016 from \$18,677,000 in 2015. The expenditures, as a percentage of net sales, were 1.6% and 1.6% in 2016 and 2015, respectively.

## SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

*2017 Versus 2016*

(\$ in thousands USD)	2017	2016	Reported Change	Foreign Exchange Impact	Constant Currency Change
SG&A Expenses - \$	296,816	303,781	(6,965)	72	(7,037)
SG&A Expenses - % change			(2.3)	—	(2.3)
% to net sales	30.7	29.0			
Consolidated less divested GCM - \$	296,816	300,252	(3,436)	72	(3,508)
Consolidated less divested GCM - % change			(1.1)	0.1	(1.2)
% to net sales	30.7	29.4			

The table above provides selling, general and administrative (SG&A) expense change as reported and as adjusted to exclude the impact of foreign exchange translation (constant currency SG&A) as well as SG&A expense further adjusted to exclude the impact of the sale of GCM, which was sold in September 2016 and not deemed a discontinued operation from an external reporting perspective. "Constant currency SG&A" is a non-GAAP financial measure, which is defined as SG&A expenses excluding the impact of foreign currency translation. The current year's functional currency SG&A expenses are translated using the prior year's foreign exchange rates. These amounts are then compared to the prior year's SG&A expenses to calculate the constant currency SG&A expense change. Management believes that this financial measure provides meaningful information for evaluating the core operating performance of the company.

Consolidated SG&A expenses as a percentage of net sales were 30.7% in 2017 and 29.0% in 2016. The overall dollar decrease was \$6,965,000, or 2.3%, with foreign currency translation increasing expense by \$72,000. Excluding the impact of foreign currency translation, SG&A expenses decreased \$7,037,000, or 2.3%. Excluding the impact of the divested GCM business and foreign currency translation, SG&A expense decreased \$3,508,000, or 1.2%, compared to 2016, primarily driven by reduced product liability and legal costs partially offset by negative impact of foreign currency transactions and higher bad debt expense.

**Europe** - European SG&A expenses increased by 2.9%, or \$3,510,000, in 2017 compared to 2016. Foreign currency translation decreased expense by approximately \$409,000 or 0.4%. Excluding the foreign currency translation impact, SG&A expenses increased by \$3,919,000, or 3.3%, primarily attributable to increased employment and information technology expense.

**NA/HME** - SG&A expenses for NA/HME decreased 8.4%, or \$11,341,000, in 2017 compared to 2016 with foreign currency translation increasing expense by \$186,000 or 0.1%. Excluding the foreign currency translation, SG&A expense decreased \$11,527,000, or 8.5%. Excluding the impact of the divested GCM business and foreign currency translation, SG&A expense decreased \$7,998,000, or 6.0%, compared to 2016 driven primarily by decreased employment, legal and product liability costs partially offset by unfavorable foreign currency transactions.

**IPG** - SG&A expenses for IPG decreased by 7.1%, or \$826,000, in 2017 compared to 2016. Excluding the impact of foreign currency translation, SG&A expenses decreased by \$835,000, or 7.2%, primarily related to lower employment costs.

**Asia/Pacific** - Asia/Pacific SG&A expenses decreased 2.9%, or \$459,000, in 2017 compared to 2016. Foreign currency translation increased expense by \$286,000 or 1.8%. Excluding the foreign currency translation impact, SG&A expenses decreased \$745,000, or 4.7%, principally related to lower employment costs and favorable foreign currency transactions.

**Other** - SG&A expenses related to the Other Segment increased by 10.7% or \$2,151,000 in 2017 as compared to 2016 primarily related to increased employment costs.



## 2016 Versus 2015

(\$ in thousands USD)	2016	2015	Reported Change	Foreign Exchange Impact	Constant Currency Change
SG&A Expenses - \$	303,781	318,646	(14,865)	(4,226)	(10,639)
SG&A Expenses - % change			(4.7)	(1.4)	(3.3)
% to net sales	29.0	27.9			
Consolidated less divested - \$	300,252	302,266	(2,014)	(4,226)	2,212
Consolidated less divested - % change			(0.7)	(1.4)	0.7
% to net sales	29.4	27.7			

Consolidated SG&A expenses as a percentage of net sales were 29.0% in 2016 and 27.9% in 2015. The overall dollar decrease was \$14,865,000, or 4.7%, with foreign currency translation decreasing expense by \$4,226,000 or 1.4%. Excluding the impact of foreign currency translation, SG&A expenses decreased \$10,639,000, or 3.3%. Excluding the impacts of all the divested businesses and foreign currency translation, SG&A expense increased \$2,212,000, or 0.7%, compared to 2015, primarily related to increased product liability and employment costs. The SG&A expense in 2015 included a write-off of costs related to a canceled legacy software program based on a change in the NA/HME IT strategy.

**Europe** - European SG&A expenses increased by 2.4%, or \$2,810,000, in 2016 compared to 2015. Foreign currency translation decreased expense by approximately \$3,224,000 or 2.7%. Excluding the foreign currency translation impact, SG&A expenses increased by \$6,034,000, or 5.1%, principally related to increased employment costs.

**NA/HME** - SG&A expenses for NA/HME decreased 3.1%, or \$4,334,000, in 2016 compared to 2015 with foreign currency translation decreasing expense by \$722,000 or 0.5%. Excluding the foreign currency translation, SG&A expense decreased \$3,612,000, or 2.6%, principally as a result of reduced regulatory costs in 2016, a \$4,031,000 write-off of costs for a canceled legacy software program in 2015, and a reduction in expense in 2016 resulting from the GCM divestiture.

**IPG** - SG&A expenses for IPG decreased by 50.7%, or \$11,949,000, in 2016 compared to 2015. Excluding the impact of foreign currency translation, SG&A expenses decreased by \$11,927,000, or 50.6%, primarily related to a reduction in expense for the rentals business divestiture (\$11,239,000) and employment costs.

**Asia/Pacific** - Asia/Pacific SG&A expenses decreased 6.1%, or \$1,018,000, in 2016 compared to 2015. Foreign currency translation decreased expense by \$258,000 or 1.6%. Excluding the foreign currency translation impact, SG&A expenses decreased \$760,000, or 4.5%, principally as a result of favorable foreign currency transactions and reduced employment costs.

**Other** - SG&A expenses related to the Other Segment decreased by 1.8% or \$374,000 in 2016 as compared to 2015 primarily related to decreased legal expense in 2016.

## OPERATING INCOME (LOSS)

(\$ in thousands USD)	2017	2016	2015	2017 vs. 2016		2016 vs. 2015	
				\$ Change	% Change	\$ Change	% Change
Europe	33,160	34,122	39,869	(962)	(2.8)	(5,747)	(14.4)
NA/HME	(42,831)	(37,876)	(29,320)	(4,955)	(13.1)	(8,556)	(29.2)
IPG	5,839	5,693	7,834	146	2.6	(2,141)	(27.3)
Asia/Pacific	(27)	(1,436)	(3,493)	1,409	98.1	2,057	58.9
All Other	(23,706)	(20,657)	(20,712)	(3,049)	(14.8)	55	0.3
Gains on sale of businesses	—	7,386	24	(7,386)	(100.0)	7,362	30,675
Charges related to restructuring	(12,274)	(2,447)	(1,971)	(9,827)	(401.6)	(476)	(24.2)
Impairment of an intangible asset	(320)	—	—	(320)	(100.0)	—	—
Consolidated Operating Income (Loss)	(40,159)	(15,215)	(7,769)	(24,944)	(163.9)	(7,446)	(95.8)

### *2017 Versus 2016*

Consolidated operating loss increased by \$24,944,000 to a loss of \$40,159,000 in 2017 from a loss of \$15,215,000 in 2016. Excluding a \$7,386,000 gain on sale of the GCM business in 2016, the loss increased by \$17,558,000 compared to 2016 primarily due to increased restructuring costs of \$9,827,000 and lower net sales.

**Europe** - Operating income decreased in 2017 compared to 2016 primarily related to unfavorable manufacturing costs, including unfavorable foreign exchange, and increased information technology, R&D and employment costs, partially offset by increased constant currency net sales, favorable net sales mix and reduced warranty expense.

**NA/HME** - Operating loss increased in 2017 compared to 2016 primarily related to net sales declines partially offset by favorable sales mix and reduced freight, employment, product liability, warranty, legal and R&D expenses. In addition, 2016 included \$1,969,000 in operating income for GCM.

**IPG** - Operating income increased in 2017 compared to 2016 primarily related to reduced SG&A, related to employment costs, and favorable product mix principally offset by net sales declines.

**Asia/Pacific** - Operating loss decreased in 2017 compared to 2016 primarily related to increased constant currency net sales, favorable sales mix, reduced R&D expense, and favorable foreign exchange.

**All Other** - Operating loss increased in 2017 compared to 2016 due to increased employment costs.

### ***Gain on sale of business***

As a result of the sale of GCM on September 30, 2016, the company recorded a gain in 2016 of \$7,386,000 on the sale, which represents the excess of the net sales price over the book value of the net assets of GCM.

### ***Charge Related to Restructuring Activities***

The company's restructuring charges were primarily originally necessitated by continued declines in Medicare and Medicaid reimbursement by the U.S. government, as well as similar healthcare reimbursement pressures abroad, which negatively affect the company's customers (e.g. home health care providers) and continued pricing pressures faced by the company due to the outsourcing by competitors to lower cost locations. Restructuring decisions were also the result of reduced profitability in the NA/HME and Asia/Pacific segments. In addition, as a result of the company's transformation strategy, additional restructuring actions were incurred in 2016 and continued in 2017. The company expects any near-term cost savings from restructuring will be offset by other costs because of pressures on the business.

Charges for the year ended December 31, 2017 totaled \$12,274,000 which were related to NA/HME segment (\$8,889,000), Europe (\$1,975,000) and the Asia/Pacific segment (\$1,410,000). The 2017 charges relate to plant closures/transfers and general reduction in force. In NA/HME, costs were incurred related to severance (\$8,162,000) and lease termination costs (\$727,000). The European charges were incurred related to severance (\$1,753,000) and lease termination costs (\$222,000). The Asia/Pacific charges were for severance costs. Payments for the year ended December 31, 2017 were \$10,438,000 and the cash payments were funded with company's cash on hand.

Charges for the year ended December 31, 2016 totaled \$2,447,000 which were related to NA/HME segment (\$2,347,000) and the Asia/Pacific segment (\$100,000). In NA/HME, costs were incurred related to severance (\$1,862,000) and lease termination costs (\$485,000). The Asia/Pacific charges were for severance costs. Payments for the year ended December 31, 2016 were \$2,992,000 and the cash payments were funded with company's cash on hand. The 2016 charges have been paid out.

To date, the company's liquidity has not been materially impacted; however, the company's disclosure below in Liquidity and Capital Resources highlights risks that could negatively impact the company's liquidity. See also "Charges Related to Restructuring Activities" in the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

#### ***Impairment of intangible asset***

In accordance with ASC 350, Intangibles - Goodwill and Other, the company reviews intangibles for impairment. As a result of the company's 2017 intangible review, the company recognized an intangible impairment charge in the IPG segment of \$320,000 (\$237,000 after-tax) related to a trademark with an indefinite life. The fair value of the trademark was calculated using a relief from royalty payment methodology which requires applying an estimated market royalty rate to forecasted net sales and discounting the resulting cash flows to determine fair value.

#### ***2016 Versus 2015***

Consolidated operating loss increased by \$7,446,000 to a loss of \$15,215,000 in 2016 from a loss of \$7,769,000 in 2015. Excluding gains on sales of business in both periods, the loss increased by \$14,808,000 compared to 2016 primarily due to lower net sales.

***Europe*** - Operating income decreased in 2016 compared to 2015 primarily related to unfavorable foreign currency, pricing, warranty and R&D expense as well as increased employment costs.

***NA/HME*** - Operating loss increased in 2016 compared to 2015 primarily related to net sales declines, increased warranty expense and reduced operating income resulting from divesting GCM, partially offset by reduced regulatory costs.

***IPG*** - Operating income decreased in 2016 compared to 2015 primarily related to net sales declines, unfavorable sales mix and increased warranty expense partially offset by reduced SG&A, primarily related to lower employment costs.

***Asia/Pacific*** - Operating loss decreased in 2016 compared to 2015 primarily related to increased constant currency net sales, favorable sales mix, reduced manufacturing costs, favorable foreign currency transactions and reduced employment costs partially offset by higher R&D expense.

***All Other*** - Operating loss was relatively unchanged in 2016 compared to 2015.

#### ***Gains on Sale of Businesses***

As a result of the sale of GCM on September 30, 2016, the company recorded a gain in 2016 of \$7,386,000 on the sale, which represents the excess of the net sales price over the book value of the net assets of GCM. As a result of the sale of the rentals business on July 2, 2015, the company recorded a gain of \$24,000 in 2015, which represented the excess of the net sales price over the book value of the net assets of the rentals businesses.

#### ***Charge Related to Restructuring Activities***

Charges for the year ended December 31, 2016 totaled \$2,447,000 which were related to NA/HME segment (\$2,347,000) and the Asia/Pacific segment (\$100,000). In NA/HME, costs were incurred related to severance (\$1,862,000) and lease termination costs (\$485,000). The Asia/Pacific charges were for severance costs. Payments for the year ended December 31, 2016 were \$2,992,000 and the cash payments were funded with company's cash on hand. The 2016 charges have been paid out.

Charges for the year ended December 31, 2015 totaled \$1,971,000 including charges for severance (\$1,678,000) and charges primarily in the NA/HME segment (\$293,000) principally related to a building lease termination. Severance charges were incurred in the NA/HME segment (\$1,069,000), Europe segment (\$510,000), IPG segment (\$73,000) and Asia/Pacific segment (\$26,000) related to the elimination of certain positions as a result of general restructuring efforts. Payments for the year ended December 31, 2015 were \$3,723,000 and were funded with cash on hand. The 2015 charges have been paid out.

## OTHER ITEMS

### 2017 Versus 2016

#### Net Gain (Loss) on Convertible Debt Derivatives

(\$ in thousands USD)	Change in Fair Value - Gain (Loss)	
	2017	2016
Convertible Note Hedge Assets	43,344	(2,504)
Convertible Debt Conversion Liabilities	(47,001)	3,772
Net gain (loss) on convertible debt derivatives	(3,657)	1,268

The company recognized a net loss of \$3,657,000 in 2017 compared to a net gain of \$1,268,000 in 2016 related to the fair value of convertible debt derivatives. See "Long-Term Debt" in the notes to the Consolidated Financial Statements included elsewhere in this report for more detail.

#### Interest

(\$ in thousands USD)	2017	2016	\$ Change	% Change
Interest Expense	22,907	15,875	7,032	44.3
Interest Income	(473)	(265)	(208)	(78.5)

Interest expense increased due to the convertible debt issuance in the second quarter of 2017.

#### Income Taxes

The company had an effective tax rate charge of 15.5% and 45.0% on losses before taxes in 2017 and 2016, respectively, compared to an expected benefit at the U.S. statutory rate of 35.0% on the pre-tax losses for each period. The company's effective tax rate in 2017 and 2016 was unfavorable compared to the U.S. federal statutory rate expected benefit, principally due to the negative impact of the company's inability to record tax benefits related to the significant losses in countries which had tax valuation allowances. During the fourth quarter of 2017, the company's effective tax rate also provisionally benefited by 2.4% due to the U.S. federal tax legislation rate reduction. The effective tax rate was reduced by certain taxes outside the United States, excluding countries with tax valuation allowances, that were at an effective rate lower than the U.S. statutory rate. During 2016, installment payments were made related to a previously disclosed liability for uncertain tax positions including accelerating the balance of the installment obligation, in order to reduce interest costs. See "Income Taxes" in the Notes to the Consolidated Financial Statements included elsewhere in this report for more detail.

### 2016 Versus 2015

#### Interest

(\$ in thousands USD)	2016	2015	\$ Change	% Change
Interest Expense	15,875	4,136	11,739	283.8
Interest Income	(265)	(165)	(100)	(60.6)

Interest expense increased due to the convertible debt issuance in the first quarter of 2016 and, to a lesser extent, capital lease interest expense as a result of the real estate sale and leaseback transaction completed during the second quarter of 2015.

#### Income Taxes

The company had an effective tax rate of 45.0% in 2016 compared to an expected benefit of 35.0% on the continuing operations pre-tax loss and an effective tax rate of 125.3% in 2015 compared to an expected benefit of 35.0% on the pre-tax loss from continuing operations. The company's effective tax rates in 2016 and 2015 both were unfavorable to the expected U.S. federal statutory rate benefit for those years due to the negative impact of the company not being able to record tax benefits related to losses in those countries which had tax valuation allowances for the year, which more than offset the benefit of foreign income taxed at rates below the U.S. statutory rate. See "Income Taxes" in the Notes to the Consolidated Financial Statements included elsewhere in this report for more detail.

#### Inflation

Although the company cannot determine the precise effects of inflation, management believes that inflation does continue to have an influence on the cost of materials, salaries and benefits, utilities and outside services. The company attempts to minimize or offset the effects through its review of pricing, capital expenditure programs designed to improve productivity, alternative sourcing of material and other cost control measures.

## LIQUIDITY AND CAPITAL RESOURCES

The company continues to maintain an adequate liquidity position through its cash balances and unused bank lines of credit (see Long-Term Debt in the Notes to the Consolidated Financial Statements included in this report) as described below.

Key balances on the company's balance sheet and related metrics:

(\$ in thousands USD)	December 31, 2017	December 31, 2016	\$ Change	% Change
Cash and cash equivalents	176,528	124,234	52,294	42.1
Working capital <sup>(1)</sup>	238,850	188,211	50,639	26.9
Total debt <sup>(2)</sup>	301,415	196,501	104,914	53.4
Long-term debt <sup>(2)</sup>	299,375	181,240	118,135	65.2
Total shareholders' equity	423,294	422,387	907	0.2
Credit agreement borrowing availability <sup>(3)</sup>	39,949	44,260	(4,311)	(9.7)

<sup>(1)</sup> Current assets less current liabilities.

<sup>(2)</sup> Long-term debt and Total debt include debt issuance costs recognized as a deduction from the carrying amount of debt liability and debt discounts classified as debt or equity.

<sup>(3)</sup> Reflects the combined availability of the company's North American and European asset-based revolving credit facilities. The change in borrowing availability is due to changes in the calculated borrowing base.

The company's cash and cash equivalents were \$176,528,000 and \$124,234,000 at December 31, 2017 and December 31, 2016, respectively. The increase in cash balances at December 31, 2017 compared to December 31, 2016 was primarily the result of the net proceeds received from the issuance of the 2022 Notes in the second quarter of 2017 partially offset by cash utilized for normal operations and by the February 2, 2017 repurchase of all the outstanding principal amount of convertible senior subordinated debentures due 2027 (the "debentures") totaling \$13,350,000 as the holders exercised their February 1, 2017 right to require the company to repurchase their debentures.

Debt repayments, acquisitions, divestitures, the timing of vendor payments, the timing of customer rebate payments, the granting of extended payment terms to significant national accounts and other activity can have a significant impact on the company's cash flow and borrowings outstanding such that the cash reported at the end of a given period may be materially different than cash levels during a given period. While the company has cash balances in various jurisdictions around the world, there are no material restrictions regarding the use of such cash for dividends within the company, loans or other purposes, except in China where the cash balance as of December 31, 2017 was approximately \$1,596,000.

The company's total debt outstanding, inclusive of the debt discount related to the debentures included in equity in accordance with FSB APB 14-1 as well as the debt discount and fees associated with the company's Convertible Senior Notes due 2021 and 2022 ("the Notes"), increased by \$104,914,000 to \$301,415,000 at December 31, 2017 from \$196,501,000 as of December 31, 2016.

The company's balance sheet reflects the impact of ASC 470-20, which reduced debt and increased equity by \$311,000 as of December 31, 2016 related to the debentures. The debt discount and fees associated with the 2021 and 2022 Notes reduced the company's reported debt balance by \$57,970,000 and \$34,841,000 as of December 31, 2017 and December 31, 2016, respectively. The debt increase in 2017 was principally a result of issuing \$120,000,000 aggregate principal amount of 2022 Notes. At December 31, 2017 and December 31, 2016, the company had zero borrowings outstanding under its revolving credit facility.

The company has an asset-based lending Amended and Restated Revolving Credit and Security Agreement (the "Credit Agreement"), which provides for a revolving line of credit, letter of credit and swing line facility for the company's U.S. and Canadian borrowers in an aggregate principal amount of up to \$100,000,000 (the "U.S. and Canadian Credit Facility") and a similar facility for European borrowers in an aggregate principal amount of up to \$30,000,000 (the "European Credit Facility") each of which is subject to variable rates and availability based on a borrowing base formula.

As determined pursuant to the borrowing base formula for the U.S. and Canadian borrowers, the company's borrowing base including the period ending December 31, 2017 under the U.S. and Canadian Credit Facility of the Credit Agreement was approximately \$46,431,000, with aggregate borrowing availability of approximately \$26,453,000, taking into account the \$5,000,000 minimum availability reserve, then-outstanding letters of credit, other reserves and the \$11,250,000 dominion trigger amount noted below. As determined pursuant to the borrowing base formula for the European borrowers, the company's borrowing base



including the period ending December 31, 2017 under the European Credit Facility of the Credit Agreement was approximately \$19,871,000, with aggregate borrowing availability of approximately \$13,496,000, considering the \$3,000,000 minimum availability reserve and the \$3,375,000 dominion trigger amount noted below. As of December 31, 2017, the combined aggregate borrowing availability under the U.S. and Canadian Credit Facility and the European Credit Facility of the Credit Agreement was \$39,949,000.

As a result of entering into the Credit Agreement, the company incurred fees which were capitalized and are being amortized as interest expense through January 16, 2021 of which \$1,184,000 are yet to be amortized as of December 31, 2017. In addition, as a result of terminating the previous credit agreement, which was scheduled to mature in October 2015, the company wrote-off \$668,000 in previously capitalized fees in the first quarter of 2015, which is reflected in the expense of the North America / HME segment.

As of December 31, 2017, the company was in compliance with all covenant requirements under the Credit Agreement. The Credit Agreement contains customary representations, warranties and covenants including dominion triggers requiring the company to maintain borrowing capacity of not less than \$11,250,000 on an given business day or \$12,500,000 for five consecutive days related to the U.S. and Canadian borrowers, and \$3,375,000 on an given business day or 12.5% of the maximum amount that may be drawn under the European Credit Facility for five consecutive days related to European borrowers, in order to avoid triggering full control by an agent for the lenders of the company's cash receipts for application to the company's obligations under the agreement.

If the company is unable to comply with the provisions in the Credit Agreement, it could result in a default, which could trigger acceleration of, or the right to accelerate, the related debt. Because of cross-default provisions in its agreements and instruments governing certain of the company's indebtedness, a default under the Credit Agreement could result in a default under, and the acceleration of, certain other company indebtedness. In addition, the company's lenders would be entitled to proceed against the collateral securing the indebtedness.

Based on the company's current expectations, the company believes that its cash balances and available borrowing capacity under its Credit Agreement should be sufficient to meet working capital needs, capital requirements, and commitments for at least the next twelve months. Notwithstanding the company's expectations, if the company's operating results decline as the result of pressures on the business due to, for example, currency fluctuations or regulatory issues or the company's failure to execute its business plans, the company may be unable to comply with its obligations under the Credit Agreement, and its lenders

could demand repayment of any amounts outstanding under the company's credit facilities.

In the first quarter of 2016, the company issued \$150,000,000 aggregate principal amount of 2021 Notes in a private offering which bear interest at a rate of 5.00% per year payable semi-annually and will mature in February 2021, unless repurchased or converted in accordance with their terms prior to such date. Prior to August 15, 2020, the notes will be convertible only upon satisfaction of certain conditions and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. The net proceeds from the offering of the 2021 Notes were \$144,034,000, after deducting fees and estimated offering expenses payable by the company. Approximately \$5,000,000 of the net proceeds from the offering was used to repurchase the company's common shares, and \$15,600,000 of the net proceeds was used to pay the net cost of the convertible note hedge and warrant transactions. The company incurred fees which were capitalized and are being amortized as interest expense through February 2021 of which \$3,745,000 have yet to be amortized as of December 31, 2017.

In the second quarter of 2017, the company issued \$120,000,000 aggregate principal amount of the 2022 Notes in a private offering which bear interest at a rate of 4.50% per year payable semi-annually and will mature in June 2022, unless repurchased or converted in accordance with their terms prior to such date. Prior to December 1, 2021, the 2022 notes will be convertible only upon satisfaction of certain conditions and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. The net proceeds from the offering of the 2022 notes were approximately \$115,289,000, after deducting fees and offering expenses of \$4,711,000. These debt issuance costs were capitalized and are being amortized as interest expense through June 2022 of which \$3,947,000 have yet to be amortized as of December 31, 2017. A portion of the net proceeds from the offering were used to pay the cost of the convertible note hedge transactions (after such cost is partially offset by the proceeds to the company from the warrant transactions), which net cost was \$10,680,000.

Unless and until the company obtains shareholder approval of the issuance of the company's common shares upon conversion of the Notes under applicable New York Stock Exchange rules, the Notes will be convertible, subject to certain conditions, into cash. If the company obtains such shareholder approval, the Notes may be settled in cash, the company's common shares or a combination of cash and the company's common shares, at the company's election.

In connection with the Notes offerings, the company entered into privately negotiated convertible note hedge

transactions with certain financial institutions (the “option counterparties”). These transactions cover, subject to customary anti-dilution adjustments, the number of the company’s common shares that will initially underlie the Notes, and are expected generally to reduce the potential equity dilution, and/or offset any cash payments in excess of the principal amount due, as the case may be, upon conversion of the Notes. The company entered into separate, privately negotiated warrant transactions with the option counterparties at a higher strike price relating to the same number of the company’s common shares, subject to customary anti-dilution adjustments, pursuant to which the company sold warrants to the option counterparties. The warrants could have a dilutive effect on the company’s outstanding common shares and the company’s earnings per share to the extent that the price of the company’s common shares exceeds the strike price of those warrants.

The company has used, and intends to continue to use the remaining net proceeds from the Notes offerings for working capital and general corporate purposes, which may include funding portions of the company’s ongoing turnaround and addressing potential risks and contingencies. The net proceeds have allowed the company to invest in new products, people, marketing initiatives and working capital to transform the business and pursue growth.

The company also has an agreement with De Lage Landen, Inc. (“DLL”), a third-party financing company, to provide lease financing to the company's U.S. customers. Either party could terminate this agreement with 180 days' notice or 90 days' notice by DLL upon the occurrence of certain events. Should this agreement be terminated, the company's borrowing needs under the Credit Agreement could increase.

While there is general concern about the potential for rising interest rates, the company expects that it will be able to absorb modest rate increases in the months ahead without any material impact on its liquidity or capital resources. For 2017 and 2016, the weighted average interest rate on all borrowings, excluding capital leases, was 4.84% and 4.85%, respectively.

See Long-Term Debt in the Notes to the Consolidated Financial Statements for more details regarding the company's credit facilities.

## **CAPITAL EXPENDITURES**

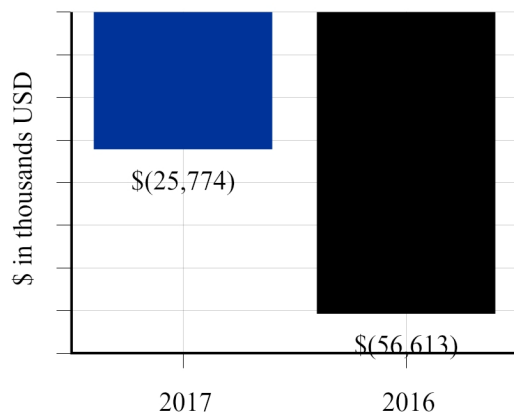
There were no individually material capital expenditure commitments outstanding as of December 31, 2017. The company estimates that capital investments for 2018 will be approximately \$20,000,000 to \$25,000,000 compared to actual capital expenditures of \$14,569,000 in 2017. The anticipated increase relates primarily to the company's investments to transform the company. The company believes that its balances of cash and cash equivalents and existing borrowing facilities will be sufficient to meet its operating cash requirements and fund required capital expenditures (see "Liquidity and Capital Resources"). The Credit Agreement limits the company's annual capital expenditures to \$35,000,000.

## **DIVIDEND POLICY**

It is the company’s policy to pay a nominal dividend in order for its stock to be more attractive to a broader range of investors. For 2017, annualized dividends of \$0.05 per Common Share and \$0.045 per Class B Common Share were declared and paid. It is not anticipated that this annual dividend rate will change materially as the company believes that capital should be kept available for investments and growth opportunities as a result of its multi-year turnaround strategy.

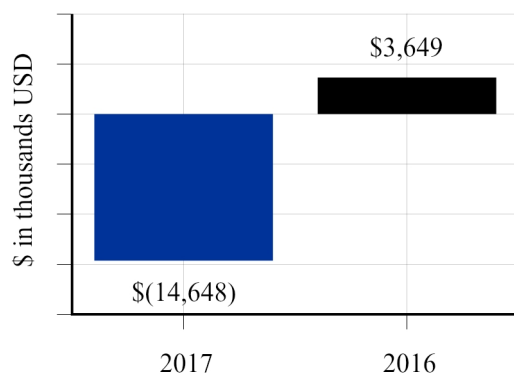
## CASH FLOWS

### Net Cash Used by Operating Activities



Cash flows used by operating activities were \$25,774,000 in 2017, compared to cash used of \$56,613,000 in the previous year. The 2017 operating cash flows were negatively impacted by net loss and declines in accrued expenses and accounts payable. Operating cash flows in 2017 were positively impacted by reduced inventory and accounts receivable. In 2016, operating cash flows were negatively impacted by net loss, declines in accrued expenses, including tax payments of approximately \$12,500,000 related to a liability for uncertain tax positions and current taxes, and accounts payable as well as increased inventory. Operating cash flows in 2016 were positively impacted by a reduction in accounts receivable.

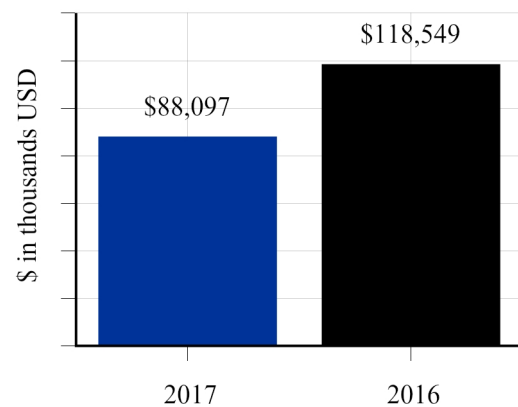
### Net Cash Provided (Used) by Investing Activities



Cash flows used by investing activities were \$14,648,000 in 2017, compared to cash flows provided by investing activities of \$3,649,000 in 2016. Cash flow used by investing activities in 2017 included an increase of approximately \$5,250,000 in demonstration equipment

classified as purchases of property and equipment. The company determined the 2017 investment in certain demonstration equipment should be recorded as fixed assets and depreciated over their estimated useful life considering their estimated recoverable values. This determination was based on the company deciding to place the equipment in provider locations for longer periods of time versus historically, selling the units. Cash flows provided by investing activities in 2016 included net proceeds of \$13,829,000 from the sale of GCM.

### Net Cash Provided by Financing Activities



Cash flows provided by financing activities in 2017 were \$88,097,000 compared to \$118,549,000 in 2016. Cash flows provided in 2017 reflect net proceeds received as a result of the issuance of the 2022 Notes, including the net proceeds used for the related convertible note hedge transactions and payment of financing costs. These proceeds were partially offset by the repayment of \$13,350,000 in aggregate principal amount of the 2027 Debentures. Cash flows provided in 2016 reflect net proceeds received as a result of the issuance of the 2021 Notes, including the net proceeds used for the related convertible note hedge transactions, repurchase of common shares and payment of financing costs.

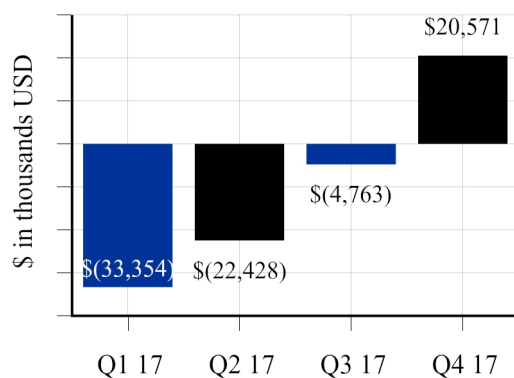
Free cash flow is a non-GAAP financial measure and is reconciled to the corresponding GAAP measure as follows:

(\$ in thousands USD)	Twelve Months Ended December 31,	
	2017	2016
Net cash used by operating activities	\$ (25,774)	\$ (56,613)
Plus: Sales of property and equipment	369	42
Less: Purchases of property and equipment	(14,569)	(10,151)
Free Cash Flow	<u>\$ (39,974)</u>	<u>\$ (66,722)</u>

Free cash flow was negative \$39,974,000 in 2017 compared to \$66,722,000 in 2016. Free cash flow was impacted in both years by the same items affecting cash flows used by operation activities. Excluding the negative impact of \$12,500,000 in tax payments, free cash flow in 2016 was negative \$54,222,000. Free cash flow is a non-GAAP financial measure comprised of net cash used by operating activities less purchases of property and equipment plus proceeds from sales of property and equipment. Management believes that this financial measure provides meaningful information for evaluating the overall financial performance of the company and its ability to repay debt or make future investments (including acquisitions, etc.).

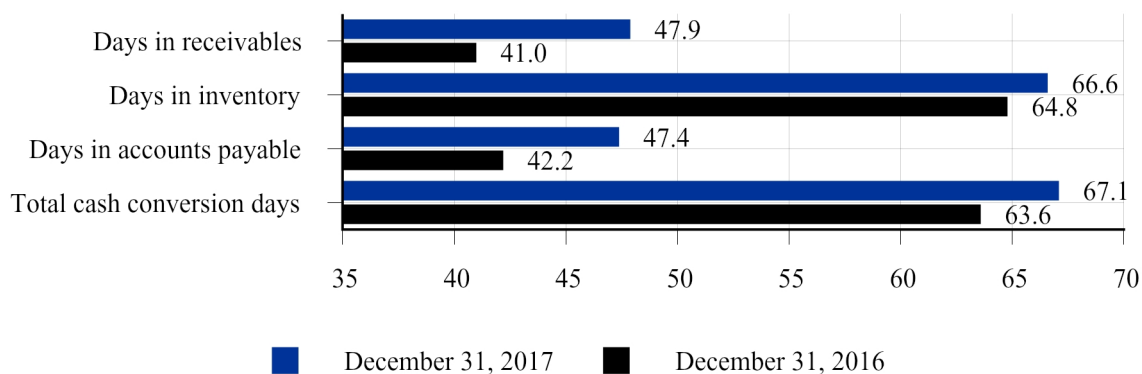
Free cash flow for 2017 improved sequentially during 2017 primarily because of improved working capital management related to the benefits of inventory and accounts receivable partially offset by accounts payable, and a reduced sequential net loss. In addition, the third quarter of 2017 reflects negative free cash flow related to the closure of the company's Suzhou, China, manufacturing facility as compared to positive free cash flow generated by the facility in the second quarter of 2017. Historically, the company realizes stronger cash flow in the second half of the year versus the first half of the year and the company anticipates its cash flow usage and seasonality for 2018 will be similar to 2017.

### Sequential Free Cash Flow



The company's approximate cash conversion days at December 31, 2017 and December 31, 2016 are as follows:

### Cash Conversion



The days in inventory increase from year end 2016 was due to lower than expected net sales and inventory build primarily related to plant closures. The increase in days in receivables compared to 2016 was driven primarily by higher sales in the last quarter of 2017 compared to the last quarter of 2016.

Days in receivables are equal to current quarter net current receivables divided by trailing four quarters of net sales multiplied by 365 days. Days in inventory and accounts payable are equal to current quarter net inventory and accounts payable, respectively, divided by trailing four quarters of cost of sales multiplied by 365 days. Total cash conversion days are equal to days in receivables plus days in inventory less days in accounts payable.

## ACCOUNTING ESTIMATES AND PRONOUNCEMENTS

### CRITICAL ACCOUNTING ESTIMATES

The Consolidated Financial Statements included in the report include accounts of the company and all majority-owned subsidiaries. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions in certain circumstances that affect amounts reported in the accompanying Consolidated Financial Statements and related footnotes. In preparing the financial statements, management has made its best estimates and judgments of certain amounts included in the financial statements, giving due consideration to materiality. However, application of these accounting policies involves the exercise of judgment and use of assumptions as to future uncertainties and, as a result, actual results could differ from these estimates.

The following critical accounting policies, among others, affect the more significant judgments and estimates used in preparation of the company's consolidated financial statements.

#### *Revenue Recognition*

Invacare's revenues are recognized when products are shipped or services provided to unaffiliated customers. *Revenue Recognition*, ASC 605, provides guidance on the application of generally accepted accounting principles to selected revenue recognition issues. The company has concluded that its revenue recognition policy is appropriate and in accordance with GAAP and ASC 605. Shipping and handling costs are included in cost of goods sold.

Sales are made only to customers with whom the company believes collection is reasonably assured based upon a credit analysis, which may include obtaining a credit application, a signed security agreement, personal guarantee and/or a cross corporate guarantee depending on the credit history of the customer. Credit lines are established for new customers after an evaluation of their credit report and/or other relevant financial information. Existing credit lines are regularly reviewed and adjusted with consideration given to any outstanding past due amounts.

The company offers discounts and rebates, which are accounted for as reductions to revenue in the period in which the sale is recognized. Discounts offered include: cash discounts for prompt payment, base and trade discounts based on contract level for specific classes of customers. Volume discounts and rebates are given based on large purchases and the achievement of certain sales volumes. Product returns are accounted for as a reduction to reported sales with estimates

recorded for anticipated returns at the time of sale. The company does not ship any goods on consignment.

Distributed products sold by the company are accounted for in accordance with the revenue recognition guidance in ASC 605-45-05. The company records distributed product sales gross as a principal since the company takes title to the products and has the risks of loss for collections, delivery and returns.

Product sales that give rise to installment receivables are recorded at the time of sale when the risks and rewards of ownership are transferred. Interest income is recognized on installment agreements in accordance with the terms of the agreements. Installment accounts are monitored and if a customer defaults on payments, interest income is no longer recognized. All installment accounts are accounted for using the same methodology, regardless of duration of the installment agreements.

#### *Allowance for Uncollectible Accounts Receivable*

The estimated allowance for uncollectible amounts is based primarily on management's evaluation of the financial condition of the customer. In addition, as a result of the third-party financing arrangement, management monitors the collection status of these contracts in accordance with the company's limited recourse obligations and provides amounts necessary for estimated losses in the allowance for doubtful accounts and establishing reserves for specific customers as needed.

The company continues to closely monitor the credit-worthiness of its customers and adhere to tight credit policies. In 2013, the Centers for Medicare and Medicaid Services announced new Medicare prices which became effective in July 2013 for the second round of the NCB program, which was expanded to include 91 additional MSAs. In January 2016, CMS began expanding NCB to rural areas which expanded the program to 100% of the Medicare population. While the current NCB program contract pricing continues through the end of 2018, the company believes the changes could have a significant impact on the collectability of accounts receivable for those customers which are in the rural locations impacted and which have a portion of their revenues tied to Medicare reimbursement. In addition, there is a risk that these precedent-setting price reductions could influence other non-CMS payors' reimbursement rates for the same product categories. As a result, this is an additional risk factor which the company considers when assessing the collectability of accounts receivable.



The company has an agreement with DLL, a third-party financing company, to provide lease financing to Invacare's U.S. customers. The DLL agreement provides for direct leasing between DLL and the Invacare customer. The company retains a recourse obligation for events of default under the contracts. The company monitors the collections status of these contracts and has provided amounts for estimated losses in its allowances for doubtful accounts.

#### ***Inventories and Related Allowance for Obsolete and Excess Inventory***

Inventories are stated at the lower of cost or market with cost determined by the first-in, first-out method. Inventories have been reduced by an allowance for excess and obsolete inventories. The estimated allowance is based on management's review of inventories on hand compared to estimated future usage and sales. A provision for excess and obsolete inventory is recorded as needed based upon the discontinuation of products, redesigning of existing products, new product introductions, market changes and safety issues. Both raw materials and finished goods are reserved for on the balance sheet.

In general, Invacare reviews inventory turns as an indicator of obsolescence or slow-moving product as well as the impact of new product introductions. Depending on the situation, the company may partially or fully reserve for the individual item. The company continues to increase its overseas sourcing efforts, increase its emphasis on the development and introduction of new products, and decrease the cycle time to bring new product offerings to market. These initiatives are potential sources of inventory obsolescence for both raw material and finished goods.

#### ***Goodwill, Intangible and Other Long-Lived Assets***

Property, equipment, intangibles and certain other long-lived assets are amortized over their useful lives. Useful lives are based on management's estimates of the period that the assets will generate revenue. Under *Intangibles-Goodwill and Other*, ASC 350, goodwill and intangible assets deemed to have indefinite lives are subject to annual impairment tests. The company's measurement date for its annual goodwill impairment test is October 1 and the analysis is completed in the fourth quarter. Furthermore, goodwill and other long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Most of the company's goodwill and intangible assets relate to the company's Europe and IPG segments which were profitable in 2017.

To review goodwill for impairment in accordance with ASC 350, the company first estimates the fair value of each reporting unit and compares the calculated fair value to the carrying value of each reporting unit. A reporting unit is defined as an operating segment or one level below. The

company has determined that its reporting units are the same as its operating segments. The company completes its annual impairment tests in the fourth quarter of each year. To estimate the fair values of the reporting units, the company utilizes a discounted cash flow (DCF) method in which the company forecasts income statement and balance sheet amounts based on assumptions regarding future sales growth, profitability, inventory turns, days' sales outstanding, etc. to forecast future cash flows. The cash flows are discounted using a weighted average cost of capital discount rate where the cost of debt is based on quoted rates for 20-year debt of companies of similar credit risk and the cost of equity is based upon the 20-year treasury rate for the risk-free rate, a market risk premium, the industry average beta and a small cap stock adjustment. The discount rates used have a significant impact upon the discounted cash flow methodology utilized in the company's annual impairment testing as higher discount rates decrease the fair value estimates. The assumptions used are based on a market participant's point of view and yielded a discount rate of 9.07% in 2017 for the company's annual impairment analysis for the reporting units with goodwill compared to 8.67% in 2016 and 9.41% in 2015.

The company also utilizes an Enterprise Value (EV) to Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) Method to compute the fair value of its reporting units which considers potential acquirers and their EV to EBITDA multiples adjusted by an estimated premium. While more weight is given to the discounted cash flow method, the EV to EBITDA method does provide corroborative evidence of the reasonableness of the discounted cash flow method results.

As part of the company's review of goodwill for impairment, the company also considers the potential for impairment of any other assets. In 2017, the company performed a review for potential impairments of any other assets and recognized an intangible impairment charge in the IPG segment of \$320,000 (\$237,000 after-tax) related to a trademark with an indefinite life while no impairment of any other asset was recognized in 2016 or 2015. The fair value of the trademark was calculated using a relief from royalty payment methodology which requires applying an estimated market royalty rate to forecasted net sales and discounting the resulting cash flows to determine fair value.

While there was no indication of impairment in 2017 related to goodwill for the Europe or IPG segments, a future potential impairment is possible for any of the company's segments should actual results differ materially from forecasted results used in the valuation analysis. Furthermore, the company's annual valuation of goodwill can differ materially if the market inputs used to determine the discount rate change significantly. For instance, higher interest rates or greater stock price volatility would increase the discount rate and thus increase the chance of impairment. In consideration of this potential, the company reviewed the

results if the discount rate used were 100 basis points higher for the 2017 impairment analysis and determined that there still would not be any indicator of potential impairment for the Europe or IPG segments.

The company's intangible assets consist of intangible assets with defined lives as well as intangible assets with indefinite lives. Defined-lived intangible assets consist principally of customer lists and developed technology. The company's indefinite lived intangible assets consist entirely of trademarks.

The company evaluates the carrying value of definite-lived assets whenever events or circumstances indicate possible impairment. Definite-lived assets are determined to be impaired if the future un-discounted cash flows expected to be generated by the asset are less than the carrying value. Actual impairment amounts for definite-lived assets are then calculated using a discounted cash flow calculation. The company reviews indefinite-lived assets for impairment annually in the fourth quarter of each year and whenever events or circumstances indicate possible impairment. Any impairment amounts for indefinite-lived assets are calculated as the difference between the future discounted cash flows expected to be generated by the asset less than the carrying value for the asset.

### ***Product Liability***

The company is self-insured in North America for product liability exposures through its captive insurance company, Invatection Insurance Company, which currently has a policy year that runs from September 1 to August 31 and insures annual policy losses up to \$10,000,000 per occurrence and \$13,000,000 in the aggregate. The company also has additional layers of external insurance coverage, related to all lines of insurance coverage, insuring up to \$75,000,000 in aggregate losses per policy year arising from individual claims anywhere in the world that exceed the captive insurance company policy limits or the limits of the company's per country foreign liability limits, as applicable. There can be no assurance that Invacare's current insurance levels will continue to be adequate or available at affordable rates.

Product liability reserves are recorded for individual claims based upon historical experience, industry expertise and other indicators. Additional reserves, in excess of the specific individual case reserves, are provided for incurred but not reported claims based upon actuarial valuations at the time such valuations are conducted. Historical claims experience and other assumptions are taken into consideration by the company in estimating the ultimate reserves. For example, the actuarial analysis assumes that historical loss experience is an indicator of future experience, that the distribution of exposures by geographic area and nature of operations for ongoing operations is expected to be

very similar to historical operations with no dramatic changes and that the government indices used to trend losses and exposures are appropriate. Estimates made are adjusted on a regular basis and can be impacted by actual loss awards and settlements on claims. While actuarial analysis is used to help determine adequate reserves, the company is responsible for the determination and recording of adequate reserves in accordance with accepted loss reserving standards and practices.

### ***Warranty***

Generally, the company's products are covered by assurance-type warranties against defects in material and workmanship for various periods depending on the product from the date of sale to the customer. Certain components carry a lifetime warranty. In addition, the company has sold extended warranties that, while immaterial, require the company to defer the revenue associated with those warranties until earned. A provision for estimated warranty cost is recorded at the time of sale based upon actual experience. The company continuously assesses the adequacy of its product warranty accrual and makes adjustments as needed. Historical analysis is primarily used to determine the company's warranty reserves. Claims history is reviewed and provisions are adjusted as needed. However, the company does consider other events, such as a product recall, which could warrant additional warranty reserve provision. See Accrued Expenses in the Notes to the Consolidated Financial Statements for a reconciliation of the changes in the warranty accrual.

### ***Accounting for Stock-Based Compensation***

The company accounts for share based compensation under the provisions of *Compensation—Stock Compensation*, ASC 718. The company has not made any modifications to the terms of any previously granted awards and no changes have been made regarding the valuation methodologies or assumptions used to determine the fair value of awards granted and the company continues to use a Black-Scholes valuation model to value options granted. As of December 31, 2017, there was \$15,030,000 of total unrecognized compensation cost from stock-based compensation arrangements, which is related to non-vested options and shares, and includes \$7,005,000 related to restricted stock awards, \$5,523,000 related to performance awards and \$2,502,000 related to non-qualified stock options.

The substantial majority of the options awarded have been granted at exercise prices equal to the market value of the underlying stock on the date of grant. Restricted stock awards granted without cost to the recipients are expensed on a straight-line basis over the vesting periods. Performance awards granted are expensed based on estimated achievement of the performance objectives over the relevant performance award periods.

### *Income Taxes*

As part of the process of preparing its financial statements, the company is required to estimate income taxes in various jurisdictions. The process requires estimating the company's current tax liability, including assessing uncertainties related to tax return filing positions, as well as estimating temporary differences due to the different treatment of items for tax and accounting policies. The temporary differences are reported as deferred tax assets and or liabilities. The company also must estimate whether it will more likely than not realize its deferred tax assets and whether a valuation allowance should be established. The company's deferred tax assets are offset by a valuation allowance in the U.S., Australia, Switzerland, New Zealand and for one entity in China. In the event that actual results differ from its estimates, the company's provision for income taxes could be materially impacted. The company does not believe that there is a substantial likelihood that materially different amounts would be reported related to its critical accounting policies.

On December 22, 2017 the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act"). The Tax Act makes broad and complex changes the U.S. tax code, including, but not limited to, (1) reducing the U.S. federal corporate tax rate from 35 percent to 21 percent; (2) requiring companies to pay a one-time transition tax on certain unrepatriated earnings, if any, of foreign subsidiaries; (3) generally eliminating U.S. federal income taxes on dividends from foreign subsidiaries; (4) requiring a current inclusion in U.S. federal taxable income of certain earnings of controlled foreign corporations; (5) eliminating the corporate alternative minimum tax (AMT) and changing how existing AMT credits can be realized; (6) creating a base erosion anti-abuse tax (BEAT), a new minimum tax, (7) creating a new limitation on deductible interest expense; and (8) changing rules related to uses and limitations of net operating loss carryforwards created in tax years beginning after December 31, 2017.

The SEC staff issued SAB 118, which provides guidance on accounting for the tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the Tax Act for which the accounting under ASC 740 is complete. To the extent that a company's accounting for certain income tax effects of the Tax Act is incomplete but it is able to determine a reasonable estimate, it must record a provisional estimate in the financial statements. If a company cannot determine a provisional estimate to be included in the financial statements, it should continue to apply ASC 740 on the basis of the provisions of the tax laws that were in effect immediately before the enactment of the Tax Act.

The company does not believe that there is a substantial likelihood that materially different amounts would be reported related to its critical accounting policies.

### *Accounting for Convertible Debt and Related Derivatives*

In 2016 and 2017, the company issued \$150,000,000 and \$120,000,000 aggregate principal amount of the 2021 and 2022 Notes (the "Notes"), respectively. In connection with the offering of the Notes, the company entered into privately negotiated convertible note hedge transactions with certain counterparties. These transactions cover, subject to customary anti-dilution adjustments, the number of the company's common shares that will initially underlie the Notes, and are expected generally to reduce the potential equity dilution, and/or offset any cash payments in excess of the principal amount due, as the case may be, upon conversion of the Notes.

The company entered into separate, privately negotiated warrant transactions with the option counterparties at a higher strike price relating to the same number of the company's common shares, subject to customary anti-dilution adjustments, pursuant to which the company sold warrants to the option counterparties. The warrants could have a dilutive effect on the company's outstanding common shares and the company's earnings per share to the extent that the price of the company's common shares exceeds the strike price of those warrants. The initial strike price of the warrants is \$22.4175 and \$21.4375 per share on the 2021 and 2022 Notes, respectively, and is subject to certain adjustments under the terms of the warrant transactions.

The convertible debt conversion liabilities and the convertible note hedges are accounted for as derivatives that are fair valued quarterly while the warrants are included as equity. The fair value of the convertible debt conversion liabilities and the convertible note hedges are estimated using a lattice model incorporating the terms and conditions of the notes and considering, for example, changes in the prices of the company's common shares, company stock price volatility, risk-free rates and changes in market rates. The valuations are, among other things, subject to changes in both the company's credit worthiness and the counter-parties to the instruments as well as change in general market conditions. While the change in fair value of the convertible debt conversion liabilities and the convertible note hedges are generally expected to move in opposite directions, the net change in any given period may be material.

### **RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

For the company's disclosure regarding recently issued accounting pronouncements, see Accounting Policies - Recent Accounting Pronouncements in the Notes to the Consolidated Financial Statements.

## CONTRACTUAL OBLIGATIONS

The company's contractual obligations as of December 31, 2017 are as follows (in thousands):

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
5.00% Convertible Senior Subordinated Debentures due 2021	\$ 173,438	\$ 7,500	\$ 15,000	\$ 150,938	\$ —
4.500% Convertible Senior Subordinated Debentures due 2022	143,850	5,400	10,800	127,650	—
Capital lease obligations	41,793	3,162	5,708	4,988	27,935
Operating lease obligations	32,313	13,268	13,244	4,345	1,456
Purchase obligations (primarily computer systems contracts)	21,481	12,502	7,369	1,610	—
Product liability	16,480	2,905	6,470	2,992	4,113
Supplemental Executive Retirement Plan	6,027	391	782	782	4,072
Other, principally deferred compensation	6,165	572	221	—	5,372
<b>Total</b>	<b>\$ 441,547</b>	<b>\$ 45,700</b>	<b>\$ 59,594</b>	<b>\$ 293,305</b>	<b>\$ 42,948</b>

The table does not include any payments related to liabilities recorded for uncertain tax positions as the company cannot make a reasonably reliable estimate as to the timing of any other payments. See Income Taxes in the Notes to the Consolidated Financial Statements included in this report.

**Item 7A. Quantitative and Qualitative Disclosures about Market Risk.**

The company is at times exposed to market risk through various financial instruments, including fixed rate and floating rate debt instruments. Based on December 31, 2017 debt levels, a 1% change in interest rates would have no impact on annual interest expense as the company did not have any variable rate debt outstanding. Additionally, the company operates internationally and, as a result, is exposed to foreign currency fluctuations. Specifically, the exposure results from intercompany loans, intercompany sales or payments and third-party sales or payments. In an attempt to reduce this exposure, foreign currency forward contracts are utilized to hedge intercompany purchases and sales as well as third-party purchases and sales. The company does not believe that any potential loss related to these financial instruments would have a material adverse effect on the company's financial condition or results of operations.

The company is party to the Credit Agreement which was originally entered into on January 16, 2015 and matures in January 2021, as extended by an amendment to the Credit Agreement which became effective on November 30, 2016. Accordingly, while the company is exposed to increases in interest rates, its exposure to the volatility of the current market environment is currently limited until the Credit Agreement expires. The Credit Agreement contains customary default provisions, with certain grace periods and exceptions, which provide that events of default that include, among other things, failure to pay amounts due, breach of covenants, representations or warranties, bankruptcy, the occurrence of a material adverse effect, exclusion from any medical reimbursement program, and an interruption of any material manufacturing facilities for more than ten consecutive days. Should the company fail to comply with these requirements, the company would potentially have to attempt to obtain alternative financing and thus likely be required to pay much higher interest rates.

As of December 31, 2017, the company had no borrowings outstanding under its Credit Agreement, which provides for a senior secured revolving credit facility for U.S. and Canadian borrowers of up to \$100,000,000 at variable rates, subject to availability based on a borrowing base formula, and in addition provides for a revolving credit, letter of credit and swing line loan facility for European borrowers allowing borrowing up to an aggregate principal amount of \$30,000,000 at variable rates, also subject to availability based on a borrowing base formula. As of December 31, 2017, the company had \$150,000,000 and \$120,000,000 in principal amount outstanding of its fixed rate 2021 Notes and 2022 Notes, respectively.

**Item 8. Financial Statements and Supplementary Data.**

Reference is made to the Report of Independent Registered Public Accounting Firm, Consolidated Balance Sheets, Consolidated Statement of Comprehensive Income (Loss), Consolidated Statement of Cash Flows, Consolidated Statement of Shareholders' Equity, Notes to Consolidated Financial Statements and Financial Statement Schedule, which appear on pages 69 to 124 of this Annual Report on Form 10-K.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

**Item 9A. Controls and Procedures.***(a) Evaluation of Disclosure Controls and Procedures*

As of December 31, 2017, an evaluation was performed, under the supervision and with the participation of the company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the company's disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based on that evaluation, the company's management, including the Chief Executive Officer and Chief Financial Officer, concluded that the company's disclosure controls and procedures were effective as of December 31, 2017, in ensuring that information required to be disclosed by the company in the reports it files and submits under the Exchange Act is (1) recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms and (2) accumulated and communicated to the company's management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow for timely decisions regarding required disclosure.

*(b) Management's Annual Report on Internal Control Over Financial Reporting*

Management is responsible for establishing and maintaining a system of adequate internal control over financial reporting that provides reasonable assurance that assets are safeguarded and that transactions are authorized, recorded and reported properly. The system includes self-monitoring mechanisms; regular testing by the company's internal auditors; a Code of Conduct; written policies and procedures; and a careful selection and training of employees. Actions are taken to correct deficiencies as they are identified. An effective internal control system, no matter how well designed, has inherent limitations—including the possibility of the circumvention or overriding of controls—and therefore can provide only reasonable assurance that errors and fraud



that can be material to the financial statements are prevented or would be detected on a timely basis. Further, because of changes in conditions, internal control system effectiveness may vary over time.

Management's assessment of the effectiveness of the company's internal control over financial reporting is based on the Internal Control—Integrated Framework published by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework).

In management's opinion, internal control over financial reporting is effective as of December 31, 2017.

*(c) Attestation Report of the Independent Registered Public Accounting Firm*

The company's independent registered public accounting firm, Ernst & Young LLP, audited the company's internal control over financial reporting and, based on that audit, issued its report regarding the company's internal control over financial reporting, which is included in this Annual Report on Form 10-K on page 70.

*(d) Changes in Internal Control Over Financial Reporting*

There have been no changes in the company's internal control over financial reporting during the company's last fiscal quarter that have materially affected, or are reasonably likely to materially affect, the company's internal control over financial reporting.

**Item 9B. Other Information.**

None.

**Item 10. Directors, Executive Officers and Corporate Governance.**

Information required by Item 10 as to the executive officers of the company is included in Part I of this Annual Report on Form 10-K. The other information required by Item 10 as to the directors of the company, the Audit Committee, the Audit Committee financial experts, the procedures by which security holders may recommend nominees to the Board of Directors, compliance with Section 16(a) of the Exchange Act, code of ethics and corporate governance is incorporated herein by reference to the information set forth under the captions “Election of Directors,” “Corporate Governance,” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the company’s definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

**Item 11. Executive Compensation.**

The information required by Item 11 is incorporated by reference to the information set forth under the captions “Corporate Governance”, “Executive Compensation” and “CEO Pay Ratio” in the company’s definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters.**

The information required by Item 12 is incorporated by reference to the information set forth under the caption “Security Ownership of Certain Beneficial Holders and Management” in the company’s definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

Information regarding the securities authorized for issuance under the company’s equity compensation plans is incorporated by reference to the information set forth under the captions “Equity Compensation Plan Information” in the company’s definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

The information required by Item 13 is incorporated by reference to the information set forth under the caption “Certain Relationships and Related Transactions” in the company’s definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

**Item 14. Principal Accountant Fees and Services.**

The information required by Item 14 is incorporated by reference to the information set forth under the caption “Independent Registered Public Accounting Firm Fees and Services” in the company’s definitive Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Shareholders.

**Item 15. Exhibits and Financial Statement Schedules.****(a)(1) Financial Statements.**

The following financial statements of the company are included in Part II, Item 8:

Consolidated Statement of Comprehensive Income (Loss)—years ended December 31, 2017, 2016 and 2015

Consolidated Balance Sheet—December 31, 2017 and 2016

Consolidated Statement of Cash Flows—years ended December 31, 2017, 2016 and 2015

Consolidated Statement of Shareholders' Equity—years ended December 31, 2017, 2016 and 2015

Notes to Consolidated Financial Statements

**(a)(2) Financial Statement Schedules.**

The following financial statement schedule of the company is included in Part II, Item 8:

Schedule II—Valuation and Qualifying Accounts

All other schedules have been omitted because they are not applicable or not required, or because the required information is included in the Consolidated Financial Statements or notes thereto.

**(a)(3) Exhibits.**

See Exhibit Index at page number 63 of this Annual Report on Form 10-K.

**Item 16. Form 10-K Summary.**

None.

**Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized as of March 9, 2018.**

INVACARE CORPORATION

By:           /s/ MATTHEW E. MONAGHAN          

**Matthew E. Monaghan**  
**Chairman of the Board of Directors,**  
**President and Chief Executive Officer**

**INVACARE CORPORATION**  
**Report on Form 10-K for the fiscal year ended December 31, 2017.**

Official Exhibit No.	Description	Sequential Page No.
2.1	Membership Interest Purchase Agreement among Invacare Continuing Care, Inc., Invacare Corporation and Joerns Healthcare Parent, LLC, dated July 2, 2015. (Pursuant to Item 601(b)(2) of Regulation S-K, the registrant hereby agrees to supplementally furnish to the Securities and Exchange Commission upon request any omitted schedule or exhibit to the agreement.)	(A)
2.2	Share Purchase Agreement among Invacare Corporation, Garden City Medical Inc. and Compass Health Brands Corp., dated September 30, 2016. (Pursuant to Item 601(b)(2) of Regulation S-K, the registrant hereby agrees to supplementally furnish to the Securities and Exchange Commission upon request any omitted schedule or exhibit to the agreement.)	(B)
3(a)	Second Amended and Restated Articles of Incorporation	(C)
3(b)	Second Amended and Restated Code of Regulations, as amended	(D)
4(a)	Specimen Share Certificate for Common Shares	(E)
4(b)	Specimen Share Certificate for Class B Common Shares	(E)
4(c)	Indenture, dated as of February 23, 2016, by and between Invacare Corporation and Wells Fargo Bank, National Association (including the form of the 5.00% Convertible Senior Notes due 2021).	(F)
4(e)	Indenture, dated as of June 14, 2017, by and between Invacare Corporation and Wells Fargo Bank, National Association (including the form of the 4.50% Convertible Senior Notes due 2022).	(DD)
10(a)	Invacare Retirement Savings Plan, effective January 1, 2001, as amended	(G)*
10(b)	Invacare Corporation 401(K) Plus Benefit Equalization Plan, effective January 1, 2003, as amended and restated	(G)*
10(c)	Invacare Corporation Deferred Compensation Plus Plan, effective January 1, 2005, as amended August 19, 2009 and on November 23, 2010	(H)*
10(d)	Amendment No. 3 to Invacare Corporation Deferred Compensation Plus Plan, effective January 1, 2005	(I)*
10(e)	Invacare Corporation Death Benefit Only Plan, effective January 1, 2005, as amended	(G)*
10(f)	Supplemental Executive Retirement Plan, as amended and restated effective February 1, 2000	(J)*
10(g)	Cash Balance Supplemental Executive Retirement Plan, as amended and restated, effective December 31, 2008	(K)*
10(h)	Amendment No. 1 to the Cash Balance Supplemental Executive Retirement Plan, effective August 19, 2009	(N)*
10(i)	Form of Participation Agreement, for current participants in the Cash Balance Supplemental Executive Retirement Plan, as of December 31, 2008, entered into by and between the company and certain participants and a schedule of all such agreements with participants	(M)*
10(j)	Invacare Corporation Amended and Restated 2003 Performance Plan	(N)*
10(k)	Form of Director Stock Option Award under Invacare Corporation 2003 Performance Plan	(G)*
10(l)	Form of Director Deferred Option Award under Invacare Corporation 2003 Performance Plan	(H)*
10(m)	Form of Restricted Stock Award under Invacare Corporation 2003 Performance Plan	(I)
10(n)	Form of Stock Option Award under Invacare Corporation 2003 Performance Plan	(G)*
10(o)	Form of Executive Stock Option Award under Invacare Corporation 2003 Performance Plan	(G)*
10(p)	Form of Switzerland Stock Option Award under Invacare Corporation 2003 Performance Plan	(G)*
10(q)	Form of Switzerland Executive Stock Option Award under Invacare Corporation 2003 Performance Plan	(G)*

Official Exhibit No.	Description	Sequential Page No.
10(r)	Invacare Corporation 2013 Equity Compensation Plan	(O)
10(s)	Amendment No. 1 to the Invacare Corporation 2013 Equity Compensation Plan	(P)*
10(t)	Form of Executive Stock Option Award under the Invacare Corporation 2013 Equity Compensation Plan	(Q)
10(u)	Form of Stock Option Award under the Invacare Corporation 2013 Equity Compensation Plan	(Q)
10(v)	Form of Executive Stock Option Award for Swiss Employees under the Invacare Corporation 2013 Equity Compensation Plan	(Q)
10(w)	Form of Stock Option Award for Swiss Employees under the Invacare Corporation 2013 Equity Compensation Plan	(Q)
10(x)	Form of Director Restricted Stock Award under the Invacare Corporation 2013 Equity Compensation Plan	(Q)
10(y)	Form of Restricted Stock Award under the Invacare Corporation 2013 Equity Compensation Plan	(Q)
10(z)	Form of Performance Share Award Agreement under the Invacare Corporation 2013 Equity Compensation Plan	(R)
10(aa)	Form of Restricted Stock Award Agreement for Employees under the Invacare Corporation 2013 Equity Compensation Plan	(S)
10(ab)	Form of Director Restricted Stock Unit under the Invacare Corporation 2013 Equity Compensation Plan	(FF)
10(ac)	Invacare Corporation Executive Incentive Bonus Plan, as amended and restated	(P)*
10(ad)	Employment Agreement, dated as of January 21, 2015, by and between the company and Matthew E. Monaghan.	(T)*
10(ae)	Letter Agreement, dated as of February 20, 2018, by and between Invacare Corporation and Kathleen P. Leneghan.	(U)*
10(af)	Letter agreement, dated as of April 15, 2015, by and between the company and Dean J. Childers.	(M)*
10(ag)	Letter agreement, dated as of July 31, 2008, by and between the company and Anthony C. LaPlaca.	(M)*
10(ah)	Employment Agreement, dated as of October 21, 2016, by and between the company and Ralf Ledda.	(FF)
10(ai)**	Change of Control Agreement, dated as of December 31, 2008, by and between the company and Anthony C. LaPlaca	*
10(aj)**	Form of Change of Control Agreement entered into by and between the company and certain of its executive officers and schedule of all such agreements with certain executive officers	*
10(ak)	Technical Information & Non-Competition Agreement, dated April 1, 2015, entered into by and between the company and Matthew E. Monaghan	(M)*
10(al)	Technical Information & Non-Competition Agreement, dated April 6, 2008, entered into by and between the company and Robert K. Gudbranson	(M)*
10(am)	Technical Information & Non-Competition Agreement entered into by and between the company and certain of its executive officers and schedule of all such agreements with executive officers	(M)*
10(an)	Indemnity Agreement, dated April 1, 2015, entered into by and between the company and Matthew E. Monaghan.	(M)*
10(ao)**	Form of Indemnity Agreement entered into by and between the company and its directors and certain of its executive officers and schedule of all such agreements with directors and executive officers	*
10(ap)	Form of Rule 10b5-1 Sales Plan entered into between the company and certain of its executive officers and other employees and a schedule of all such agreements with executive officers and other employees	(H)



Official Exhibit No.	Description	Sequential Page No.
10(aq)**	Director Compensation Schedule	*
10(ar)	2012 Non-employee Directors Deferred Compensation Plan, effective January 1, 2012, Amended and Restated as of November 17, 2016	(FF)
10(as)	Retirement Agreement and Release, dated as of November 14, 2014, by and between Invacare Corporation and A. Malachi Mixon, III.	(V)*
10(at)	Purchase and Sale Agreement, dated as of February 24, 2015, by and between the company and Industrial Realty Group, LLC.	(W)
10(au)	Form of Lease Agreement by and among the company and the affiliates of Industrial Realty Group, LLC named therein.	(W)
10(av)	Amended and Restated Revolving Credit and Security Agreement, dated as of September 30, 2015, by and among the company, the other Borrowers party thereto, the Guarantors party thereto, the Lenders party thereto, PNC Bank, National Association, as administrative agent, JP Morgan Chase Bank, N.A. and J.P. Morgan Europe Limited, as European agent.	(X)
10(aw)	First Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of February 16, 2016, by and among the company, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto, PNC Bank, National Association, as administrative agent, and J.P. Morgan Europe Limited, as European agent.	(Y)
10(ax)	Second Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of May 3, 2016 by and among the company, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto, PNC Bank, National Association, as administrative agent, and J.P. Morgan Europe Limited, as European agent.	(FF)
10(ay)	Third Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of September 30, 2016, by and among the company, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto, PNC Bank, National Association, as administrative agent, and J.P. Morgan Europe Limited, as European agent.	(FF)
10(az)	Fourth Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of November 30, 2016, by and among the company, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto, PNC Bank, National Association, as agent for the lenders, and J.P. Morgan Europe Limited, as European agent for the lenders.	(Z)
10(ba)	Call Option Transaction Confirmation entered into between JPMorgan Chase Bank, National Association, London Branch and Invacare Corporation as of February 17, 2016	(F)
10(bb)	Call Option Transaction Confirmation entered into between Wells Fargo Bank, National Association and Invacare Corporation as of February 17, 2016	(F)
10(bc)	Warrants Confirmation between Invacare Corporation to JPMorgan Chase Bank, National Association, London Branch as of February 17, 2016	(F)
10(bd)	Warrants Confirmation between Invacare Corporation to Wells Fargo Bank, National Association as of February 17, 2016	(F)
10(be)	Additional Call Option Transaction Confirmation, dated March 4, 2016, between JPMorgan Chase Bank, National Association, London Branch and Invacare Corporation.	(AA)
10(bf)	Additional Call Option Transaction Confirmation, dated March 4, 2016, between Wells Fargo Bank, National Association and Invacare Corporation.	(AA)
10(bg)	Additional Warrants Confirmation, dated March 4, 2016, between JPMorgan Chase Bank, National Association, London Branch and Invacare Corporation.	(AA)
10(bh)	Additional Warrants Confirmation, dated March 4, 2016, between Wells Fargo Bank, National Association and Invacare Corporation.	(AA)
10(bi)	Form of Performance-Based Stock Option Award under Invacare Corporation 2013 Equity Compensation Plan.	(BB)
10(bj)	Waiver and Fifth Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of November 30, 2016, by and among the company, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto, PNC Bank, National Association, as agent for the lenders, and J.P. Morgan Europe Limited, as European agent for the lenders.	10(CC)
10(bk)	Base Call Option Transaction Confirmation, dated June 8, 2017, between Goldman Sachs & Co. LLC and Invacare Corporation.	10(DD)

Official Exhibit No.	Description	Sequential Page No.
10(bl)	Base Warrants Confirmation, dated June 8, 2017, between Goldman Sachs & Co. LLC and Invacare Corporation.	10(DD)
10(bm)	Additional Call Option Transaction Confirmation, dated June 9, 2017, between Goldman Sachs & Co. LLC and Invacare Corporation.	10(DD)
10(bn)	Additional Warrants Confirmation, dated June 9, 2017, between Goldman Sachs & Co. LLC and Invacare Corporation.	10(DD)
10(bo)	Separation Agreement and Release by and between Invacare Corporation and Patricia A. Stumpp.	10(EE)*
21**	Subsidiaries of the company	
23**	Consent of Independent Registered Public Accounting Firm	
31.1**	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	
31.2**	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	
32.1**	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	
32.2**	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	
99.1	Consent Decree of Permanent Injunction, as filed with the U.S. District Court for the Northern District of Ohio on December 20, 2012.	(GG)
101.INS**	XBRL instance document	
101.SCH**	XBRL taxonomy extension schema	
101.CAL**	XBRL taxonomy extension calculation linkbase	
101.DEF**	XBRL taxonomy extension definition linkbase	
101.LAB**	XBRL taxonomy extension label linkbase	
101.PRE**	XBRL taxonomy extension presentation linkbase	

\* Management contract, compensatory plan or arrangement

\*\* Filed herewith

- (A) Reference is made to Exhibit 2.1 of the company report on Form 8-K, dated July 2, 2015, which Exhibit is incorporated herein by reference.
- (B) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated October 3, 2016, which Exhibit is incorporated herein by reference.
- (C) Reference is made to Exhibit 3(a) of the company report on Form 10-K for the fiscal year ended December 31, 2008, which Exhibit is incorporated herein by reference.
- (D) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated February 13, 2014, which Exhibit is incorporated herein by reference.
- (E) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2005, which Exhibit is incorporated herein by reference.
- (F) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated February 23, 2016, which Exhibit is incorporated herein by reference.
- (G) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2007, which Exhibit is incorporated herein by reference.
- (H) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2010, which Exhibit is incorporated herein by reference.
- (I) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2011, which Exhibit is incorporated herein by reference.
- (J) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2004, which Exhibit is incorporated herein by reference.
- (K) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated December 31, 2008, which Exhibit is incorporated herein by reference.

- (L) Reference is made to the Exhibit 10.2 of the company report on Form 10-Q, dated September 30, 2009, which Exhibit is incorporated herein by reference.
- (M) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2015, which Exhibit is incorporated herein by reference.
- (N) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated May 21, 2009, which Exhibit is incorporated herein by reference.
- (O) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated May 16, 2013, which Exhibit is incorporated herein by reference.
- (P) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated May 14, 2015, which Exhibit is incorporated herein by reference.
- (Q) Reference is made to the appropriate Exhibit of the company report on Form 10-Q, for the fiscal quarter ended September 30, 2013, which Exhibit is incorporated herein by reference.
- (R) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated March 7, 2014, which Exhibit is incorporated herein by reference.
- (S) Reference is made to Exhibit 10.2 of the company report on Form 8-K, dated March 7, 2014, which Exhibit is incorporated herein by reference.
- (T) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated January 21, 2015, which Exhibit is incorporated herein by reference.
- (U) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated February 22, 2018, which Exhibit is incorporated herein by reference.
- (V) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated November 14, 2014, which Exhibit is incorporated herein by reference.
- (W) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated April 23, 2015, which Exhibit is incorporated herein by reference.
- (X) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated September 30, 2015, which Exhibit is incorporated herein by reference.
- (Y) Reference is made to Exhibit 10.1 of the company report on Form 8-K, dated February 16, 2016, which Exhibit is incorporated herein by reference.
- (Z) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated November 30, 2016, which Exhibit is incorporated herein by reference.
- (AA) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated March 7, 2016, which Exhibit is incorporated herein by reference.
- (BB) Reference is made to the appropriate Exhibit of the company report on Form 10-Q, for the fiscal quarter ended March 31, 2017, which Exhibit is incorporated herein by reference.
- (CC) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated June 7, 2017, which Exhibit is incorporated herein by reference.
- (DD) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated June 8, 2017, which Exhibit is incorporated herein by reference.
- (EE) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated December 14, 2017, which Exhibit is incorporated herein by reference.
- (FF) Reference is made to the appropriate Exhibit of the company report on Form 10-K for the fiscal year ended December 31, 2016, which Exhibit is incorporated herein by reference.
- (GG) Reference is made to the appropriate Exhibit of the company report on Form 8-K, dated December 20, 2012, which Exhibit is incorporated herein by reference.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated as of March 9, 2018.

<u>Signature</u>	<u>Title</u>
<hr/> /s/ MATTHEW E. MONAGHAN <b>Matthew E. Monaghan</b>	Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer)
<hr/> /s/ KATHLEEN P. LENEGHAN <b>Kathleen P. Leneghan</b>	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
<hr/> /s/ SUSAN H. ALEXANDER <b>Susan H. Alexander</b>	Director
<hr/> /s/ BARBARA W. BODEM <b>Barbara W. Bodem</b>	Director
<hr/> /s/ MARC M. GIBELEY <b>Marc M. Gibeley</b>	Director
<hr/> /s/ C. MARTIN HARRIS, M.D. <b>C. Martin Harris, M.D.</b>	Director
<hr/> /s/ MICHAEL J. MERRIMAN <b>Michael J. Merriman</b>	Director
<hr/> /s/ CLIFFORD D. NASTAS <b>Clifford D. Nastas</b>	Director
<hr/> /s/ BAIJU R. SHAH <b>Baiju R. Shah</b>	Director

To the Shareholders and Board of Directors of Invacare Corporation

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Invacare Corporation and subsidiaries (the Company) as of December 31, 2017 and 2016, the related consolidated statements of comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2017, and the related notes and financial statement schedule listed in the Index at Item 15(a), (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated March 9, 2018 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1984.

Cleveland, Ohio  
March 9, 2018



To the Shareholders and Board of Directors of Invacare Corporation

**Opinion on Internal Control over Financial Reporting**

We have audited Invacare Corporation and subsidiaries' internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control- Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Invacare Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2017 and 2016, the related consolidated statements of comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2017, and the related notes and financial statement schedule listed in the Index at Item 15(a) and our report dated March 9, 2018 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying "Management's Annual Report on Internal Control over Financial Reporting". Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Cleveland, Ohio  
March 9, 2018

**INVACARE CORPORATION AND SUBSIDIARIES**  
**Consolidated Statement of Comprehensive Income (Loss)**

	Years Ended December 31,		
	2017	2016	2015
	(In thousands, except per share data)		
Net sales	\$ 966,497	\$ 1,047,474	\$ 1,142,338
Cost of products sold	697,246	763,847	829,514
<b>Gross Profit</b>	<b>269,251</b>	<b>283,627</b>	<b>312,824</b>
Selling, general and administrative expenses	296,816	303,781	318,646
Gains on sale of businesses	—	(7,386)	(24)
Charges related to restructuring activities	12,274	2,447	1,971
Impairment of an intangible asset	320	—	—
<b>Operating Loss</b>	<b>(40,159)</b>	<b>(15,215)</b>	<b>(7,769)</b>
Net loss (gain) on convertible debt derivatives	3,657	(1,268)	—
Interest expense	22,907	15,875	4,136
Interest income	(473)	(265)	(165)
<b>Loss from Continuing Operations Before Income Taxes</b>	<b>(66,250)</b>	<b>(29,557)</b>	<b>(11,740)</b>
Income taxes	10,291	13,299	14,710
<b>Loss from Continuing Operations</b>	<b>(76,541)</b>	<b>(42,856)</b>	<b>(26,450)</b>
Gain on sale (net of tax of \$0; \$0 and \$140)	—	—	260
<b>Total Net Earnings from Discontinued Operations</b>	<b>—</b>	<b>—</b>	<b>260</b>
<b>Net Loss</b>	<b>\$ (76,541)</b>	<b>\$ (42,856)</b>	<b>\$ (26,190)</b>
<b>Net Earnings (Loss) per Share—Basic:</b>			
Net loss from continuing operations	\$ (2.34)	\$ (1.32)	\$ (0.82)
Net earnings from discontinued operations	\$ —	\$ —	\$ 0.01
<b>Net Loss per Share—Basic</b>	<b>\$ (2.34)</b>	<b>\$ (1.32)</b>	<b>\$ (0.81)</b>
Weighted Average Shares Outstanding—Basic	32,752	32,471	32,171
<b>Net Earnings (Loss) per Share—Assuming Dilution:</b>			
Net loss from continuing operations	\$ (2.34)	\$ (1.32)	\$ (0.82)
Net earnings from discontinued operations	\$ —	\$ —	\$ 0.01
<b>Net Loss per Share—Assuming Dilution</b>	<b>\$ (2.34)</b>	<b>\$ (1.32)</b>	<b>\$ (0.81)</b>
Weighted Average Shares Outstanding—Assuming Dilution	33,216	32,590	32,683
<b>Net Loss</b>	<b>\$ (76,541)</b>	<b>\$ (42,856)</b>	<b>\$ (26,190)</b>
Other comprehensive income (loss):			
Foreign currency translation adjustments	54,591	(7,194)	(81,404)
Defined benefit plans:			
Amortization of prior service costs and unrecognized losses	3,596	(1,580)	(1,375)
Amounts arising during the year, primarily addition of new participants	—	—	(784)
Deferred tax adjustment resulting from defined benefit plan activity	(67)	(134)	(44)
Valuation reserve (reversal) associated with defined benefit plan activity	67	223	47
Current period gain (loss) on cash flow hedges	(2,088)	(1,407)	2,731
Deferred tax benefit (loss) related to gain (loss) on cash flow hedges	106	144	(177)
<b>Other Comprehensive Income (Loss)</b>	<b>56,205</b>	<b>(9,948)</b>	<b>(81,006)</b>
<b>Comprehensive Loss</b>	<b>\$ (20,336)</b>	<b>\$ (52,804)</b>	<b>\$ (107,196)</b>

See notes to consolidated financial statements.

**INVACARE CORPORATION AND SUBSIDIARIES**  
**Consolidated Balance Sheets**

	December 31, 2017	December 31, 2016
	(In thousands)	
<b>Assets</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 176,528	\$ 124,234
Trade receivables, net	125,615	116,307
Installment receivables, net	1,334	1,368
Inventories, net	121,933	135,644
Other current assets	31,504	31,519
<b>Total Current Assets</b>	<u>456,914</u>	<u>409,072</u>
<b>Other Assets</b>	97,576	29,687
<b>Intangibles</b>	30,244	29,023
<b>Property and Equipment, net</b>	80,016	75,359
<b>Goodwill</b>	401,283	360,602
<b>Total Assets</b>	<u>\$ 1,066,033</u>	<u>\$ 903,743</u>
<b>Liabilities and Shareholders' Equity</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 90,566	\$ 88,236
Accrued expenses	118,697	110,095
Current taxes payable	6,761	7,269
Short-term debt and current maturities of long-term obligations	2,040	15,261
<b>Total Current Liabilities</b>	<u>218,064</u>	<u>220,861</u>
<b>Long-Term Debt</b>	241,405	146,088
<b>Other Long-Term Obligations</b>	183,270	114,407
<b>Shareholders' Equity</b>		
Preferred Shares (Authorized 300 shares; none outstanding)	—	—
Common Shares (Authorized 100,000 shares; 36,532 and 35,318 issued and outstanding in 2017 and 2016, respectively)—no par	9,304	8,974
Class B Common Shares (Authorized 12,000 shares; 6 and 729 issued and outstanding in 2017 and 2016)—no par	2	183
Additional paid-in-capital	290,125	266,151
Retained earnings	187,999	266,144
Accumulated other comprehensive income (loss)	36,870	(19,335)
Treasury shares (3,701 and 3,616 shares in 2017 and 2016, respectively)	(101,006)	(99,730)
<b>Total Shareholders' Equity</b>	<u>423,294</u>	<u>422,387</u>
<b>Total Liabilities and Shareholders' Equity</b>	<u>\$ 1,066,033</u>	<u>\$ 903,743</u>

See notes to consolidated financial statements.

**INVACARE CORPORATION AND SUBSIDIARIES**  
**Consolidated Statement of Cash Flows**

	Years Ended December 31,		
	2017	2016	2015
	(In thousands)		
<b>Operating Activities</b>			
Net loss	\$ (76,541)	\$ (42,856)	\$ (26,190)
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Gains on sale of businesses (pre-tax)	—	(7,386)	(24)
Gain on sale of discontinued operations	—	—	(400)
Depreciation and amortization	14,631	14,635	18,204
Provision for losses on trade and installment receivables	2,042	1,059	754
Provision (benefit) for deferred income taxes	(4,370)	901	3,588
Provision for other deferred liabilities	589	996	266
Provision for stock-based compensation	7,347	6,894	4,013
Loss (gain) on disposals of property and equipment	(87)	51	5,135
Loss on debt extinguishment including debt finance charges and associated fees	—	—	668
Impairment of an intangible asset	320	—	—
Amortization of convertible debt discount	8,811	5,454	796
Amortization of debt fees	2,220	1,991	558
Loss (gain) on convertible debt derivatives	3,657	(1,268)	—
Changes in operating assets and liabilities:			
Trade receivables	2,395	10,210	9,164
Installment sales contracts, net	(930)	(1,236)	283
Inventories	22,263	(9,944)	11,610
Other current assets	1,925	84	5,283
Accounts payable	(2,168)	(13,648)	(7,240)
Accrued expenses	(5,711)	(18,491)	(22,003)
Other long-term liabilities	(2,167)	(4,059)	(9,843)
<b>Net Cash Used by Operating Activities</b>	<b>(25,774)</b>	<b>(56,613)</b>	<b>(5,378)</b>
<b>Investing Activities</b>			
Purchases of property and equipment	(14,569)	(10,151)	(7,522)
Proceeds from sale of property and equipment	369	42	23,117
Proceeds from sale of businesses	—	13,829	13,700
Decrease in other long-term assets	(361)	(167)	15,003
Other	(87)	96	78
<b>Net Cash Provided (Used) for Investing Activities</b>	<b>(14,648)</b>	<b>3,649</b>	<b>44,376</b>
<b>Financing Activities</b>			
Proceeds from revolving lines of credit and long-term borrowings	95,220	122,025	219,603
Payments on revolving lines of credit and long-term borrowings	(16,308)	(2,830)	(232,808)
Proceeds from exercise of equity awards	2,676	17	2,402
Payment of financing costs	(4,711)	(6,125)	(1,954)
Payment of dividends	(1,604)	(1,583)	(1,589)
Issuance of warrants	14,100	12,376	—
Purchases of treasury shares	(1,276)	(5,331)	—
<b>Net Cash Provided (Used) by Financing Activities</b>	<b>88,097</b>	<b>118,549</b>	<b>(14,346)</b>
Effect of exchange rate changes on cash	4,619	(1,406)	(3,528)
Increase in cash and cash equivalents	52,294	64,179	21,124
Cash and cash equivalents at beginning of year	124,234	60,055	38,931
Cash and cash equivalents at end of year	<u>\$ 176,528</u>	<u>\$ 124,234</u>	<u>\$ 60,055</u>

See notes to consolidated financial statements.

**INVACARE CORPORATION AND SUBSIDIARIES**  
**Consolidated Statement of Shareholders' Equity**

(In thousands)	Common Stock	Class B Stock	Additional Paid-in- Capital	Retained Earnings	Accumulated Other Comprehensive Earnings	Treasury Stock	Total
<b>January 1, 2015 Balance</b>	\$ 8,591	\$ 272	\$ 240,743	\$ 338,362	\$ 71,619	\$ (94,265)	\$ 565,322
Exercise of stock options	43	—	2,359	—	—	—	2,402
Non-qualified stock option	—	—	1,228	—	—	—	1,228
Restricted stock awards	93	—	2,692	—	—	(134)	2,651
Conversion from Class B to Common Stock	88	(88)	—	—	—	—	—
Net loss	—	—	—	(26,190)	—	—	(26,190)
Foreign currency translation adjustments	—	—	—	—	(81,404)	—	(81,404)
Unrealized gain on cash flow hedges	—	—	—	—	2,554	—	2,554
Defined benefit plans:							
Amortization of prior service costs and unrecognized losses and credits	—	—	—	—	(1,372)	—	(1,372)
Additions - new participants	—	—	—	—	(784)	—	(784)
Total comprehensive loss	—	—	—	—	—	—	(107,196)
Dividends	—	—	—	(1,589)	—	—	(1,589)
<b>December 31, 2015 Balance</b>	<u>8,815</u>	<u>184</u>	<u>247,022</u>	<u>310,583</u>	<u>(9,387)</u>	<u>(94,399)</u>	<u>462,818</u>
Deferred equity compensation	69	—	(69)	—	—	—	—
Exercise of stock options	—	—	17	—	—	—	17
Performance awards	—	—	1,110	—	—	—	1,110
Non-qualified stock options	—	—	745	—	—	—	745
Restricted stock awards	89	—	4,950	—	—	(331)	4,708
Conversion from Class B to Common Stock	1	(1)	—	—	—	—	—
Net loss	—	—	—	(42,856)	—	—	(42,856)
Foreign currency translation adjustments	—	—	—	—	(7,194)	—	(7,194)
Unrealized loss on cash flow hedges	—	—	—	—	(1,263)	—	(1,263)
Defined benefit plans:							
Amortization of prior service costs and unrecognized losses and credits	—	—	—	—	(1,491)	—	(1,491)
Total comprehensive loss	—	—	—	—	—	—	(52,804)
Issuance of warrants	—	—	12,376	—	—	—	12,376
Dividends	—	—	—	(1,583)	—	—	(1,583)
Purchase of treasury shares	—	—	—	—	—	(5,000)	(5,000)
<b>December 31, 2016 Balance</b>	<u>8,974</u>	<u>183</u>	<u>266,151</u>	<u>\$ 266,144</u>	<u>(19,335)</u>	<u>(99,730)</u>	<u>422,387</u>
Exercise of stock options	48	—	2,628	—	—	(65)	2,611
Performance awards	—	—	1,834	—	—	—	1,834
Non-qualified stock options	—	—	865	—	—	—	865
Restricted stock awards	101	—	4,547	—	—	(1,211)	3,437
Conversion from Class B to Common Stock	181	(181)	—	—	—	—	—
Net loss	—	—	—	(76,541)	—	—	(76,541)
Foreign currency translation adjustments	—	—	—	—	54,591	—	54,591
Unrealized loss on cash flow hedges	—	—	—	—	(1,982)	—	(1,982)
Defined benefit plans:							
Amortization of prior service costs and unrecognized losses and credits	—	—	—	—	3,596	—	3,596
Total comprehensive loss	—	—	—	—	—	—	(20,336)
Issuance of warrants	—	—	14,100	—	—	—	14,100
Dividends	—	—	—	(1,604)	—	—	(1,604)
<b>December 31, 2017 Balance</b>	<u>\$ 9,304</u>	<u>\$ 2</u>	<u>\$ 290,125</u>	<u>\$ 187,999</u>	<u>\$ 36,870</u>	<u>\$(101,006)</u>	<u>\$ 423,294</u>

See notes to consolidated financial statements.



## Accounting Policies

*Nature of Operations:* Invacare Corporation is a leading manufacturer and distributor of medical equipment used in the home based upon the company's distribution channels, breadth of product line and net sales. The company designs, manufactures and distributes an extensive line of health care products for the non-acute care environment, including the home health care, retail and continuing care markets.

*Principles of Consolidation:* The consolidated financial statements include the accounts of the company and its wholly owned subsidiaries and include all adjustments, which were of a normal recurring nature, necessary to present fairly the financial position of the company as of December 31, 2017 and the results of its operations and changes in its cash flow for the years ended December 31, 2017, 2016 and 2015, respectively. Certain foreign subsidiaries, represented by the European segment, are consolidated using a November 30 fiscal year end to meet filing deadlines. No material subsequent events have occurred related to the European segment, which would require disclosure or adjustment to the company's financial statements. All significant intercompany transactions are eliminated.

*Use of Estimates:* The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States, which require management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from these estimates.

*Cash and Cash Equivalents:* The company's policy is to treat investments that are readily convertible to cash and with maturities so near that there is little risk of changes in value due to changes in interest rates as cash and cash equivalents. Cash and cash equivalents are carried at cost, which approximates fair value.

*Accounts Receivable:* The company records accounts receivable when control of the product or service transfers to its unaffiliated customers, risk of loss is passed and title is transferred. The estimated allowance for uncollectible amounts is based primarily on management's evaluation of the financial condition of specific customers. The company records accounts receivable reserves for amounts that may become uncollectible in the future. The company writes off accounts receivable when it becomes apparent, based upon customer circumstances, that such amounts will not be collected and legal remedies are exhausted.

Reserves for customer bonus and cash discounts are recorded as a reduction in revenue and netted against gross accounts receivable. Customer rebates in excess of a given customer's accounts receivable balance are classified in Accrued Expenses. Customer rebates and cash discounts are estimated based on the most likely amount principal as well as historical experience and anticipated performance. In addition, customers have the right to return product within the company's normal terms policy, and as such the company estimates the expected returns based on an analysis of historical experience and adjusts revenue accordingly.

*Inventories:* Inventories are stated at the lower of cost or market with cost determined by the first-in, first-out method. Market values are based on the lower of replacement cost or estimated net realizable value. Finished goods and work in process inventories include material, labor and manufacturing overhead costs. Inventories have been reduced by an allowance for excess and obsolete inventories. The estimated allowance is based on management's review of inventories on hand compared to estimated future usage and sales.

*Property and Equipment:* Property and equipment are stated based on cost. The company principally uses the straight-line method of depreciation for financial reporting purposes based on annual rates sufficient to amortize the cost of the assets over their estimated useful lives. Machinery and equipment as well as furniture and fixtures are generally depreciated using lives of 3 to 10 years, while buildings and improvements are depreciated using lives of 5 to 40 years. Accelerated methods of depreciation are used for federal income tax purposes. Expenditures for maintenance and repairs are charged to expense as incurred. Amortization of assets under capital leases is included in depreciation expense. In 2017, the company determined that certain demonstration equipment should be recorded as fixed assets and depreciated to their estimated recoverable values over their estimated useful lives. This determination was based on the company deciding to place the equipment in provider locations for longer periods of time versus selling the units. Accordingly, approximately \$5,250,000 in demonstration equipment was reclassified from inventory to property and equipment as of December 31, 2017.

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount may not be recoverable. An asset would be considered impaired when the future net undiscounted cash flows generated by the asset are less than its carrying value. An impairment loss would be recognized based on the amount by which the carrying value of the asset exceeds its fair value.

*Goodwill and Other Intangibles:* In accordance with *Intangibles—Goodwill and Other*, ASC 350, goodwill and indefinite lived intangibles are subject to annual impairment testing. For purposes of the goodwill impairment test, the fair value of each reporting unit is estimated by forecasting cash flows and discounting those cash flows using appropriate discount rates. The fair values are then compared to the carrying value of the net assets of each reporting unit. Intangibles assets are also reviewed for impairment by estimating forecasted cash flows and discounting those cash flows as needed to calculate impairment amounts. During 2017, the company recognized an intangible impairment charge of \$320,000 related to an indefinite-lived trademark recorded in the IPG segment.

*Accrued Warranty Cost:* Generally, the company's products are covered by assurance-type warranties against defects in material and workmanship for various periods depending on the product from the date of sale to the customer. Certain components carry a lifetime warranty. In addition, the company has sold extended warranties that, while immaterial, require the company to defer the revenue associated with those warranties until earned. A provision for estimated warranty cost is recorded at the time of sale based upon actual experience. The company continuously assesses the adequacy of its product warranty accrual and makes adjustments as needed. Historical analysis is primarily used to determine the company's warranty reserves. Claims history is reviewed and provisions are adjusted as needed. However, the company does consider other events, such as a product recall, which could necessitate additional warranty reserve provisions. See Accrued Expenses in the Notes to the Consolidated Financial Statements for a reconciliation of the changes in the warranty accrual.

*Product Liability Cost:* The company is self-insured in North America for product liability exposures through its captive insurance company, Invatection Insurance Company, which currently has a policy year that runs from September 1 to August 31 and insures annual policy losses up to \$10,000,000 per occurrence and \$13,000,000 in the aggregate. The company also has additional layers of external insurance coverage, related to all lines of insurance coverage, insuring up to \$75,000,000 in aggregate losses per policy year arising from individual claims anywhere in the world that exceed the captive insurance company policy limits or the limits of the company's per country foreign liability limits, as applicable. There can be no assurance that Invacare's current insurance levels will continue to be adequate or available at affordable rates.

Product liability reserves are recorded for individual claims based upon historical experience, industry expertise and other indicators. Additional reserves, in excess of the specific individual case reserves, are provided for incurred but not reported claims based upon actuarial valuations at the time such valuations are conducted. Historical claims

experience and other assumptions are taken into consideration by the company in estimating the ultimate reserves. For example, the actuarial analysis assumes that historical loss experience is an indicator of future experience, that the distribution of exposures by geographic area and nature of operations for ongoing operations is expected to be very similar to historical operations with no dramatic changes and that the government indices used to trend losses and exposures are appropriate. Estimates made are adjusted on a regular basis and can be impacted by actual loss awards and settlements on claims. While actuarial analysis is used to help determine adequate reserves, the company is responsible for the determination and recording of adequate reserves in accordance with accepted loss reserving standards and practices.

*Revenue Recognition:* Invacare's revenues are recognized when products are shipped or service provided to unaffiliated customers, risk of loss is passed and title is transferred. *Revenue Recognition*, ASC 605, provides guidance on the application of generally accepted accounting principles to selected revenue recognition issues. Shipping and handling costs are included in cost of goods sold.

Sales are made only to customers with whom the company believes collection is reasonably assured based upon a credit analysis, which may include obtaining a credit application, a signed security agreement, personal guarantee and/or a cross corporate guarantee depending on the credit history of the customer. Credit lines are established for new customers after an evaluation of their credit report and/or other relevant financial information. Existing credit lines are regularly reviewed and adjusted with consideration given to any outstanding past due amounts.

The company offers discounts and rebates, which are accounted for as reductions to revenue in the period in which the sale is recognized. Discounts offered include: cash discounts for prompt payment, base and trade discounts based on contract level for specific classes of customers. Volume discounts and rebates are given based on large purchases and the achievement of certain sales volumes. Product returns are accounted for as a reduction to reported sales with estimates recorded for anticipated returns at the time of sale. The company does not sell any goods on consignment.

Distributed products sold by the company are accounted for in accordance with the revenue recognition guidance in ASC 605-45-05. The company records distributed product sales gross as a principal since the company takes title to the products and has the risks of loss for collections, delivery and returns.

Product sales that give rise to installment receivables are recorded at the time of sale when the risks and rewards of ownership are transferred. As such, interest income is recognized based on the terms of the installment agreements.

Installment accounts are monitored and if a customer defaults on payments, interest income is no longer recognized. All installment accounts are accounted for using the same methodology, regardless of duration of the installment agreements. The company has entered into an agreement with De Lage Landen, Inc. (“DLL”), a third-party financing company, to provide the majority of future lease financing to Invacare customers.

*Research and Development:* Research and development costs are expensed as incurred and included in cost of products sold. The company’s annual expenditures for product development and engineering were approximately \$17,796,000, \$17,123,000 and \$18,677,000 for 2017, 2016 and 2015, respectively.

*Advertising:* Advertising costs are expensed as incurred and included in selling, general and administrative expenses. Advertising expenses amounted to \$10,463,000, \$13,593,000 and \$9,203,000 for 2017, 2016 and 2015, respectively, the majority of which is incurred for advertising in the United States and Europe.

*Income Taxes:* The company uses the liability method in measuring the provision for income taxes and recognizing deferred tax assets and liabilities on the balance sheet. The liability method requires that deferred income taxes reflect the tax consequences of currently enacted rates for differences between the tax and financial reporting bases of assets and liabilities. The amount of the unrecognized deferred tax liability for temporary differences related to investments in foreign subsidiaries that are permanently reinvested is not practically determinable.

*Value Added Taxes:* The company operates internationally and is required to comply with value added tax (VAT) or goods and service tax (GST) regulations, particularly in Europe and Asia/Pacific. VAT and GST are taxes on consumption in which the company pays tax on its purchases of goods and services and charges customers on the sale of product. The difference between billings to customers and payments on purchases is then remitted or received from the government as filings are due. The company records tax assets and liabilities related to these taxes and the balances in these accounts can vary significantly from period to period based on the timing of the underlying transactions.

*Derivative Instruments: Derivatives and Hedging,* ASC 815, requires companies to recognize all derivative instruments in the consolidated balance sheet as either assets or liabilities at fair value. The accounting for changes in fair value of a derivative is dependent upon whether or not the derivative has been designated and qualifies for hedge accounting treatment and the type of hedging relationship. For derivatives designated and qualifying as hedging instruments, the company must designate the hedging

instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge, or a hedge of a net investment in a foreign operation.

A majority of the company’s derivative instruments are designated and qualify as cash flow hedges. Accordingly, the effective portion of the gain or loss on the derivative instrument is reported as a component of other comprehensive income and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The remaining gain or loss on the derivative instrument in excess of the cumulative change in the fair value of the hedged item, if any, is recognized in current earnings during the period of change.

In 2016, the company issued \$150,000,000 aggregate principal amount of 5.00% Convertible Senior Notes due 2021 and, in the second quarter of 2017, issued \$120,000,000 aggregate principal amount of 4.50% Convertible Senior Notes due 2022 (the “notes”). In connection with the offering of the notes, the company entered into privately negotiated convertible note hedge transactions with certain financial institutions (the “option counterparties”). The convertible debt conversion liabilities and the convertible note hedges are accounted for as derivatives that are fair valued quarterly. The fair value of the convertible debt conversion liabilities and the convertible note hedge assets are estimated using a lattice model incorporating the terms and conditions of the notes and considering, for example, changes in the prices of the company’s common stock, company stock price volatility, risk-free rates and changes in market rates. The valuations are, among other things, subject to changes in both the company’s credit worthiness and the counter-parties to the instruments as well as change in general market conditions. The change in the fair value of the convertible note hedges are recognized in net income (loss) for the respective period. While the change in fair value of the convertible debt conversion liabilities and the convertible note hedge assets are generally expected to move in opposite directions, the net change in any given period may be material.

*Foreign Currency Translation:* The functional currency of the company’s subsidiaries outside the United States is the applicable local currency. The assets and liabilities of the company’s foreign subsidiaries are translated into U.S. dollars at year-end exchange rates. Revenues and expenses are translated at monthly average exchange rates. Gains and losses resulting from translation of balance sheet items are included in accumulated other comprehensive earnings.

*Net Earnings Per Share:* Basic earnings per share are computed based on the weighted-average number of Common Shares and Class B Common Shares outstanding during the year. Diluted earnings per share are computed based on the weighted-average number of Common Shares and Class B Common Shares outstanding plus the effects of

dilutive stock options and awards outstanding during the year. For periods in which there was a net loss, loss per share assuming dilution utilized weighted average shares-basic.

*Defined Benefit Plans:* The company's benefit plans are accounted for in accordance with *Compensation-Retirement Benefits*, ASC 715 which requires plan sponsors to recognize the funded status of their defined benefit postretirement benefit plans in the consolidated balance sheet, measure the fair value of plan assets and benefit obligations as of the balance sheet date and to recognize changes in that funded status in the year in which the changes occur through comprehensive income.

*Reclassifications:* During the first quarter of 2017, a subsidiary, formerly included in the Europe segment, was transferred to the NA/HME segment as the subsidiary is managed by the NA/HME segment manager effective January 1, 2017. Segment results for 2016 and 2015 have been changed accordingly. In 2016, the company redefined the measure by which it evaluates segment profit or loss to be segment operating profit (loss). The previous performance measure was earnings before income taxes. All prior periods presented were restated to reflect the new measure. See Business Segments in the Notes to the Consolidated Financial Statements for a description of the change.

Certain other minor reclassifications also made in the Notes to the Consolidated Financial Statements to conform to current year presentation.

*Recent Accounting Pronouncements (Already Adopted):*

In March 2016, the FASB issued ASU 2016-09, "Compensation – Stock Compensation: Topic 718: Improvements to Employee Share-Based Payment Accounting." ASU 2016-09 is intended to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The company has historically withheld shares for tax-withholding purposes and reflected the taxes paid as a financing activity, which is consistent with ASU 2016-09. The company adopted ASU 2016-09, effective January 1, 2017, which did not have a material impact on the company's financial statements.

In July 2015, the FASB issued ASU 2015-11, "Inventory (Topic 330): Simplifying the Measurement of Inventory," to simplify the subsequent measurement of inventory. With effectiveness of this update, entities are required to subsequently measure inventory at the lower of cost or net realizable value rather than at the lower of cost or market. The company adopted ASU 2015-11, effective January 1, 2017, which did not have a material impact on the company's financial statements.

In April 2014, the FASB issued ASU 2014-08, "Reporting Discontinued Operations and Disclosure of Disposals of Components of an Entity," changing the presentation of discontinued operations on the statements of income and other requirements for reporting discontinued operations. Under the new standard, a disposal of a component or a group of components of an entity is required to be reported in discontinued operations if the disposal represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results when the component meets the criteria to be classified as held for sale or is disposed. The amendments in this update also require additional disclosures about discontinued operations and disposal of an individually significant component of an entity that does not qualify for discontinued operations. This standard was required to be prospectively applied to all reporting periods presented in financial reports issued after the effective date. This standard impacts the presentation of the company's financial statements but does not affect the calculation of net income, comprehensive income or earnings per share. The company adopted ASU 2014-08 effective January 1, 2015 which impacted the company's Consolidated Statement of Comprehensive Income (Loss), Balance Sheets and Statement of Cash Flows. Specifically, the disposals of the United States Rentals businesses, in the third quarter of 2015, and Garden City Medical, in September 2016, were not deemed to be discontinued operations.



*Recent Accounting Pronouncements (Not Yet Adopted):*

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers." ASU 2014-09 requires a company to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. The guidance requires five steps to be applied: 1) identify the contract(s) with customers, 2) identify the performance obligations in the contract, 3) determine the transaction price, 4) allocate the transaction price to the performance obligation in the contract and 5) recognize revenue when (or as) the entity satisfies a performance obligation. The guidance also requires both quantitative and qualitative disclosures, which are more comprehensive than existing revenue standards. The disclosures are intended to enable financial statement users to understand the nature, timing and uncertainty of revenue and the related cash flow.

An entity can apply the new revenue standard retrospectively to each prior reporting period presented or retrospective with the cumulative effect of initially applying the standard recognized at the date of initial application in retained earnings. The new accounting guidance is effective for annual periods beginning after December 15, 2017, due to an approved one-year deferral, and early adoption is permitted.

During 2017, the company completed an assessment of its contracts and related accounting. The company concluded it has a product revenue stream for which revenue is recognized at a point in time and a service revenue stream for which revenue is principally recognized at a point in time with some service revenues recognized over time. Based on this assessment, the company does not expect this standard will have a material impact on the company's results of operations or cash flows in the periods after adoption. Pursuant to ASU 2014-09, revenues are recognized as control transfers to the customers, which is consistent with the current revenue recognition model and the current accounting for most of the company's contracts. The company will adopt the provisions of ASU 2014-09 on a modified retrospective basis with no material cumulative effect adjustment to equity needed.

In February 2016, the FASB issued ASU 2016-02, "Leases." ASU 2016-02 requires lessees to put most leases on their balance sheet while recognizing expense in a manner similar to existing accounting. The new accounting guidance is effective for fiscal periods beginning after December 15, 2018 and early adoption is permitted. The company is currently reviewing the impact of the adoption of ASU 2016-02 on the company's financial statements.

In June 2016, the FASB issued ASU 2016-13, "Measurement of Credit Losses on Financial Statements." ASU 2016-13 requires a new credit loss standard for most financial assets and certain other instruments. For example, entities will be required to use an "expected loss" model that will generally require earlier recognition of allowances for losses for trade receivables. The standard also requires additional disclosures, including disclosures regarding how an entity tracks credit quality. The amendments in the pronouncement are effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Entities may early adopt the amendments as of fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. The company is currently reviewing the impact of the adoption of ASU 2016-09 on the company's financial statements.

In January 2017, the FASB issued ASU 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment". The guidance in ASU 2017-04 eliminates the requirement to determine the fair value of individual assets and liabilities of a reporting unit to measure goodwill impairment. Under the amendments in the new ASU, goodwill impairment testing will be performed by comparing the fair value of the reporting unit with its carrying amount and recognizing an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value. The new standard is effective for annual and interim goodwill impairment tests in fiscal years beginning after December 15, 2019, and should be applied on a prospective basis. Early adoption is permitted for annual or interim goodwill impairment testing performed after January 1, 2017. The company is currently reviewing the impact of the adoption of ASU 2017-04 but does not expect the adoption to impact the company's financial statements.



## Divested Businesses

### Operations Held for Sale

On July 2, 2015, Invacare Continuing Care, Inc., a Missouri Corporation and wholly-owned subsidiary of the company ("ICC") completed the sale (the "Transaction") of all the issued and outstanding membership interests in Dynamic Medical Systems, LLC, a Nevada limited liability company, and Invacare Outcomes Management, LLC, a Delaware limited liability company, each a wholly-owned subsidiary of ICC ("collectively the rentals businesses"), pursuant to a Membership Interest Purchase Agreement (the "Purchase Agreement") among the company, ICC and Joerns Healthcare Parent, LLC, a Delaware limited liability company. The rentals businesses had been operated on a stand-alone basis and reported as part of the Institutional Products Group segment of the company. The price paid to ICC for the rentals businesses was approximately \$15,500,000 in cash, which was subject to certain post-closing adjustments required by the Purchase Agreement. Net proceeds from the Transaction were approximately \$13,700,000, net of taxes and expenses.

The company recorded a pre-tax gain of approximately \$24,000 in the third quarter of 2015, which represented the excess of the net sales price over the book value of the assets and liabilities of the rentals businesses, as of the date of completion of the disposition. The company recorded expenses related to the sale of the rentals businesses totaling \$1,792,000, of which \$1,265,000 have been paid as of December 31, 2017. The sale of the rentals businesses was not dilutive to the company's results. The company utilized the net proceeds from the sale to reduce debt outstanding under its credit agreement. The company determined that the sale of the rentals businesses did not meet the criteria for classification as a discontinued operation in accordance with ASU 2014-08 but the "held for sale" criteria of ASC 360-10-45-9 were met and thus the rentals businesses were treated as held for sale as of June 30, 2015 until sold on July 2, 2015.

On September 30, 2016, the company, completed the sale of its subsidiary, Garden City Medical Inc, a Delaware corporation and wholly-owned subsidiary ("GCM"), dba PMI and Pinnacle Medsource, to Compass Health Brands Corp., a Delaware corporation (the "Purchaser"), pursuant to a Share Purchase Agreement. GCM sourced and distributed primarily lifestyle products under the brand ProBasics™ by PMI. GCM was part of the NA/HME segment of the company. The price paid to the company for GCM was \$13,829,000 in cash and net proceeds from the transaction were \$12,729,000, net of expenses.

The company recorded a pre-tax gain of \$7,386,000 in the third quarter of 2016, which represented the excess of the net sales price over the book value of the assets and liabilities of GCM. The company recorded expenses related to the sale of GCM totaling \$1,100,000 all of which was paid out as of December 31, 2017. The sale of GCM was dilutive to the company's results. The company utilized the net proceeds to fund operations. The company determined that the sale of GCM did not meet the criteria for classification as a discontinued operation in accordance with ASU 2014-08 but the "held for sale" criteria of ASC 360-10-45-9 were met and thus GCM was treated as held for sale for purposes of the Consolidated Balance Sheets as of December 31, 2015. The assets and liabilities of GCM that were sold on September 30, 2016 were comprised of the following (in thousands):

	<b>September 30, 2016</b>
Trade receivables, net	\$ 4,526
Inventories, net	5,335
Other current assets	74
Property and equipment, net	149
Assets sold	<u>10,084</u>
Accounts payable	2,990
Accrued expenses and other short-term obligations	1,751
Liabilities sold	<u>\$ 4,741</u>

With the sale of GCM, the company entered into an agreement with the Purchaser for the Purchaser to buy, at cost, all ProBasics™ inventory capitalized on the balance sheets of certain Invacare subsidiaries which was not sold as part of the GCM sale on September 30, 2016. The value of the inventory sold was approximately \$2,400,000 which was transferred to the Purchaser in the fourth quarter of 2016 and was paid by the Purchaser as of September 30, 2017. During the third quarter of 2017, the company and the Purchaser agreed on the final purchase price of GCM. As a result, the company paid the Purchaser approximately \$667,000 in the fourth quarter of 2017, which had been accrued for in 2016.

### Discontinued Operations

From 2012 through 2014, the company sold three businesses which were classified as discontinued operations. Prior to 2017, the company had recorded cumulative expenses related to the sale of discontinued operations totaling \$8,801,000, of which \$8,405,000 were paid as of December 31, 2017.

## Current Assets

### Receivables

Receivables as of December 31, 2017 and 2016 consist of the following (in thousands):

	2017	2016
Accounts receivable, gross	\$ 154,966	\$ 151,258
Customer rebate reserve	(18,747)	(23,109)
Allowance for doubtful accounts	(5,113)	(6,916)
Cash discount reserves	(4,252)	(3,672)
Other, principally returns and allowances reserves	(1,239)	(1,254)
Accounts receivable, net	<u>\$ 125,615</u>	<u>\$ 116,307</u>

Reserves for customer bonus rebates and cash discounts are recorded as a reduction in revenue and netted against gross accounts receivable. Customer rebates in excess of a given customer's accounts receivable balance are classified in Accrued Expenses. Customer rebates and cash discounts are estimated based on the most likely amount principal as well as historical experience and anticipated performance. In addition, customers have the right to return product within the company's normal terms policy, and as such the company estimates the expected returns based on an analysis of historical experience and adjusts revenue accordingly.

Accounts receivable are reduced by an allowance for amounts that may become uncollectible in the future. Substantially all the company's receivables are due from health care, medical equipment providers and long-term care facilities located throughout the United States, Australia, Canada, New Zealand, China and Europe. A significant portion of products sold to providers, both foreign and domestic, are ultimately funded through government reimbursement programs such as Medicare and Medicaid in the U.S. As a consequence, changes in these programs can have an adverse impact on dealer liquidity and profitability.

The estimated allowance for uncollectible amounts are based primarily on management's evaluation of the financial condition of specific customers. In addition, as a result of the company's financing arrangement with DLL, a third-party financing company which the company has worked with since 2000, management monitors the collection status of these contracts in accordance with the company's limited recourse obligations and provides amounts necessary for estimated losses in the allowance for doubtful accounts and establishes reserves for specific customers as needed. The company writes off uncollectible trade accounts receivable after such receivables are moved to collection status and legal remedies are exhausted. See Concentration of Credit Risk in the Notes to the Consolidated Financial Statements for a description of the financing arrangement. Long-term

installment receivables are included in "Other Assets" on the consolidated balance sheet.

The company's U.S. customers electing to finance their purchases can do so using DLL. In addition, the company often provides financing directly for its Canadian customers for which DLL is not an option, as DLL typically provides financing to Canadian customers only on a limited basis. The installment receivables recorded on the books of the company represent a single portfolio segment of finance receivables to the independent provider channel and long-term care customers. The portfolio segment is comprised of two classes of receivables distinguished by geography and credit quality. The U.S. installment receivables are the first class and represent installment receivables re-purchased from DLL because the customers were in default. Default with DLL is defined as a customer being delinquent by 3 payments. The Canadian installment receivables represent the second class of installment receivables which were originally financed by the company because third party financing was not available to the HME providers. The Canadian installment receivables are typically financed for twelve months and historically have had a very low risk of default.

The estimated allowance for uncollectible amounts and evaluation for impairment for both classes of installment receivables is based on the company's quarterly review of the financial condition of each individual customer with the allowance for doubtful accounts adjusted accordingly. Installments are individually and not collectively reviewed for impairment. The company assesses the bad debt reserve levels based upon the status of the customer's adherence to a legally negotiated payment schedule and the company's ability to enforce judgments, liens, etc.

For purposes of granting or extending credit, the company utilizes a scoring model to generate a composite score that considers each customer's consumer credit score and or D&B credit rating, payment history, security collateral and time in business. Additional analysis is performed for most customers desiring credit greater than \$250,000, which generally includes a detailed review of the customer's financials as well as consideration of other factors such as exposure to changing reimbursement laws.

Interest income is recognized on installment receivables based on the terms of the installment agreements. Installment accounts are monitored and if a customer defaults on payments and is moved to collection, interest income is no longer recognized. Subsequent payments received once an account is put on non-accrual status are generally first applied to the principal balance and then to the interest. Accruing of interest on collection accounts would only be restarted if the account became current again.

All installment accounts are accounted for using the same methodology regardless of the duration of the installment agreements. When an account is placed in collection status, the company goes through a legal process for pursuing collection of outstanding amounts, the length of

which typically approximates eighteen months. Any write-offs are made after the legal process has been completed. The company has not made any changes to either its accounting policies or methodology to estimate allowances for doubtful accounts in the last twelve months.

Installment receivables as of December 31, 2017 and 2016 consist of the following (in thousands):

	2017			2016		
	Current	Long-Term	Total	Current	Long-Term	Total
Installment receivables	\$ 2,415	\$ 2,076	\$ 4,491	\$ 2,027	\$ 2,685	\$ 4,712
Less: Unearned interest	(38)	—	(38)	(40)	—	(40)
	<u>2,377</u>	<u>2,076</u>	<u>4,453</u>	<u>1,987</u>	<u>2,685</u>	<u>4,672</u>
Allowance for doubtful accounts	(1,043)	(1,601)	(2,644)	(619)	(2,219)	(2,838)
	<u>\$ 1,334</u>	<u>\$ 475</u>	<u>\$ 1,809</u>	<u>\$ 1,368</u>	<u>\$ 466</u>	<u>\$ 1,834</u>

Installment receivables purchased from DLL during the twelve months ended December 31, 2017 increased the gross installment receivables balance by \$2,362,000 during the year compared to \$1,901,000 in 2016. No sales of installment receivables were made by the company during the year.

The movement in the installment receivables allowance for doubtful accounts was as follows (in thousands):

	2017	2016
Balance as of January 1	\$ 2,838	\$ 2,792
Current period provision	1,001	1,220
Direct write-offs charged against the allowance	(1,195)	(1,174)
Balance as of December 31	<u>\$ 2,644</u>	<u>\$ 2,838</u>

Installment receivables by class as of December 31, 2017 consist of the following (in thousands):

	Total Installment Receivables	Unpaid Principal Balance	Related Allowance for Doubtful Accounts	Interest Income Recognized
U.S.				
Impaired installment receivables with a related allowance recorded	\$ 3,566	\$ 3,566	\$ 2,642	\$ —
Canada				
Non-impaired installment receivables with no related allowance recorded	923	885	—	74
Impaired installment receivables with a related allowance recorded	2	2	2	—
Total Canadian installment receivables	<u>\$ 925</u>	<u>\$ 887</u>	<u>\$ 2</u>	<u>\$ 74</u>
Total				
Non-impaired installment receivables with no related allowance recorded	923	885	—	74
Impaired installment receivables with a related allowance recorded	3,568	3,568	2,644	—
Total installment receivables	<u>\$ 4,491</u>	<u>\$ 4,453</u>	<u>\$ 2,644</u>	<u>\$ 74</u>

Installment receivables by class as of December 31, 2016 consist of the following (in thousands):

	<b>Total Installment Receivables</b>	<b>Unpaid Principal Balance</b>	<b>Related Allowance for Doubtful Accounts</b>	<b>Interest Income Recognized</b>
U.S.				
Impaired installment receivables with a related allowance recorded	\$ 3,762	\$ 3,762	\$ 2,706	\$ —
Canada				
Non-impaired installment receivables with no related allowance recorded	818	778	—	65
Impaired installment receivables with a related allowance recorded	132	132	132	—
<b>Total Canadian installment receivables</b>	<b>\$ 950</b>	<b>\$ 910</b>	<b>\$ 132</b>	<b>\$ 65</b>
Total				
Non-impaired installment receivables with no related allowance recorded	818	778	—	65
Impaired installment receivables with a related allowance recorded	3,894	3,894	2,838	—
<b>Total installment receivables</b>	<b>\$ 4,712</b>	<b>\$ 4,672</b>	<b>\$ 2,838</b>	<b>\$ 65</b>

Installment receivables with a related allowance recorded as noted in the table above represent those installment receivables on a non-accrual basis in accordance with ASU 2010-20. As of December 31, 2017, the company had no U.S. installment receivables past due of 90 days or more for which the company is still accruing interest. Individually, all U.S. installment receivables are assigned a specific allowance for doubtful accounts based on

management's review when the company does not expect to receive both the contractual principal and interest payments as specified in the loan agreement. In Canada, the company had an immaterial amount of installment receivables which were past due of 90 days or more as of December 31, 2017 and December 31, 2016 for which the company is still accruing interest.

The aging of the company's installment receivables was as follows as of December 31, 2017 and 2016 (in thousands):

	<b>December 31, 2017</b>			<b>December 31, 2016</b>		
	<b>Total</b>	<b>U.S.</b>	<b>Canada</b>	<b>Total</b>	<b>U.S.</b>	<b>Canada</b>
Current	\$ 916	\$ —	\$ 916	\$ 832	\$ —	\$ 832
0-30 days past due	6	—	6	18	—	18
31-60 days past due	—	—	—	12	—	12
61-90 days past due	—	—	—	2	—	2
90+ days past due	3,569	3,566	3	3,848	3,762	86
	<b>\$ 4,491</b>	<b>\$ 3,566</b>	<b>\$ 925</b>	<b>\$ 4,712</b>	<b>\$ 3,762</b>	<b>\$ 950</b>

**Inventories**

Inventories, net of reserves, as of December 31, 2017 and 2016 consist of the following (in thousands):

	<b>2017</b>	<b>2016</b>
Finished goods	\$ 52,773	\$ 68,701
Raw materials	59,497	56,270
Work in process	9,663	10,673
	<u>\$ 121,933</u>	<u>\$ 135,644</u>

**Other Current Assets**

Other current assets as of December 31, 2017 and 2016 consist of the following (in thousands):

	<b>2017</b>	<b>2016</b>
Value added tax receivables	\$ 16,174	\$ 14,529
Service contracts	2,812	2,902
Prepaid insurance	2,647	2,761
Derivatives (foreign currency forward contracts)	730	2,754
Prepaid inventory	711	790
Prepaid debt fees	397	489
Recoverable income taxes	341	503
Prepaid and other current assets	7,692	6,791
	<u>\$ 31,504</u>	<u>\$ 31,519</u>



## Long-Term Assets

### Other Long-Term Assets

Other long-term assets as of December 31, 2017 and 2016 consist of the following (in thousands):

	2017	2016
Convertible 2021 note hedge asset	\$ 46,915	\$ 25,471
Convertible 2022 note hedge asset	46,680	—
Cash surrender value of life insurance policies	1,991	1,824
Deferred financing fees	787	793
Investments	103	108
Long-term installment receivables	475	466
Long-term deferred taxes	518	837
Other	107	188
	<u>\$ 97,576</u>	<u>\$ 29,687</u>

During the second quarter of 2017, the company issued \$120,000,000 principal amount of Convertible Senior Notes due 2022. As part of the transaction, the company entered into related convertible note hedge derivatives which are included in Other Long-Term Assets, the value of which will be adjusted quarterly to reflect fair value.

See "Long-Term Debt" in the notes to the Consolidated Financial Statements included elsewhere in this report for more detail regarding the company's issuance of convertible debt and the related convertible note hedge derivatives.

### Property and Equipment

Property and equipment as of December 31, 2017 and 2016 consist of the following (in thousands):

	2017	2016
Machinery and equipment	\$ 307,244	\$ 301,367
Land, buildings and improvements	78,522	73,709
Furniture and fixtures	10,264	10,100
Leasehold improvements	9,947	12,054
	<u>405,977</u>	<u>397,230</u>
Less allowance for depreciation	(325,961)	(321,871)
	<u>\$ 80,016</u>	<u>\$ 75,359</u>

Machinery and equipment includes demonstration equipment recorded as fixed assets and depreciated to their estimated recoverable values over their estimated useful lives. These demonstration units are placed in provider locations for longer periods of time and thus classified as property and equipment.

## Goodwill

The carrying amount of goodwill by operating segment is as follows (in thousands):

	<b>Institutional Products Group</b>	<b>Europe</b>	<b>Consolidated</b>
Balance at January 1, 2016	\$ 27,156	\$ 334,524	\$ 361,680
Foreign currency translation adjustments	450	(1,528)	(1,078)
Balance at December 31, 2016	27,606	332,996	360,602
Foreign currency translation adjustments	1,124	39,557	40,681
Balance at December 31, 2017	\$ 28,730	\$ 372,553	\$ 401,283

In accordance with *Intangibles—Goodwill and Other*, ASC 350, goodwill is reviewed for impairment. The company first estimates the fair value of each reporting unit and compares the calculated fair value to the carrying value of each reporting unit. A reporting unit is defined as an operating segment or one level below. The company has determined that its reporting units are the same as its operating segments.

The company completes its annual impairment tests in the fourth quarter of each year or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. To estimate the fair values of the reporting units, the company utilizes a discounted cash flow method model in which the company forecasts income statement and balance sheet amounts based on assumptions regarding future sales growth, profitability, inventory turns, days' sales outstanding, etc. to forecast future cash flows. The cash flows are discounted using a weighted average cost of capital discount rate where the cost of debt is based on quoted rates for 20-year debt of potential acquirer companies of similar credit risk and the cost of equity is based upon the 20-year treasury rate for the risk-free rate, a market risk premium, the industry average beta and a small cap stock adjustment. The discount rates used have a significant impact upon the discounted cash flow methodology utilized in the company's annual impairment testing as higher discount rates decrease the fair value estimates. The assumptions used are based on a market participant's point of view and yielded a discount rate of 9.07% in 2017 for the company's annual impairment analysis for the reporting units with goodwill compared to 8.67% in 2016 and 9.41% in 2015.

The company also utilizes an Enterprise Value (EV) to Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) Method to compute the fair value of its reporting units which considers potential acquirers and their EV to EBITDA multiples adjusted by an estimated premium. While more weight is given to the discounted cash flow method, the EV to EBITDA Method does provide corroborative evidence of the reasonableness of the discounted cash flow method results.

While there was no indication of impairment in 2017 related to goodwill for the Europe or IPG segments, a future potential impairment is possible for these segments should actual results differ materially from forecasted results used in the valuation analysis. Furthermore, the company's annual valuation of goodwill can differ materially if the market inputs used to determine the discount rate change significantly. For instance, higher interest rates or greater stock price volatility would increase the discount rate and thus increase the chance of impairment. In consideration of this potential, the company reviewed the results if the discount rate used were 100 basis points higher for the 2017 impairment analysis and determined that there still would not be an indicator of potential impairment for the Europe or IPG reporting units.

As part of the company's review of goodwill for impairment, the company also considers the potential for impairment of any other assets. See *Intangibles* in the Notes to the Consolidated Financial Statements for a description of any intangible impairments.

## Intangibles

All the company's other intangible assets have been assigned definite lives and continue to be amortized over their useful lives, except for trademarks shown below, which have indefinite lives. The changes in intangible balances reflected on the balance sheet from December 31, 2016 to December 31, 2017 were the result of foreign currency translation and amortization except for an intangible impairment noted below.

The company's intangibles consist of the following (in thousands):

	December 31, 2017		December 31, 2016	
	Historical Cost	Accumulated Amortization	Historical Cost	Accumulated Amortization
Customer lists	\$ 54,516	\$ 51,957	\$ 49,362	\$ 45,797
Trademarks	26,372	—	24,091	—
License agreements	1,187	1,187	1,126	1,126
Developed technology	7,925	6,636	7,287	5,969
Patents	5,566	5,559	5,512	5,487
Other	1,162	1,145	1,162	1,138
	<u>\$ 96,728</u>	<u>\$ 66,484</u>	<u>\$ 88,540</u>	<u>\$ 59,517</u>

Amortization expense related to other intangibles was \$1,881,000, \$1,629,000 and \$1,907,000 for 2017, 2016 and 2015, respectively. Estimated amortization expense for each of the next five years is expected to be \$1,626,000 for 2018, \$1,319,000 in 2019, \$190,000 in 2020, \$190,000 in 2021 and \$190,000 in 2022. Amortized intangibles are being amortized on a straight-line basis over remaining lives from 1 to 10 years with the majority of the intangibles being amortized over an average remaining life of approximately 4 years.

In accordance with ASC 350, *Intangibles—Goodwill and Other*, the company reviews intangibles for impairment. The company's intangible assets consist of intangible assets with defined lives as well as intangible assets with indefinite lives. Defined-lived intangible assets consist principally of customer lists and developed technology. The company's indefinite lived intangible assets consist entirely of trademarks.

The company evaluates the carrying value of definite-lived assets whenever events or circumstances indicate possible impairment. Definite-lived assets are determined to be impaired if the future un-discounted cash flows expected to be generated by the asset are less than the carrying value. Actual impairment amounts for definite-lived assets are then calculated using a discounted cash flow calculation. The company reviews indefinite-lived assets for impairment annually in the fourth quarter of each year and whenever events or circumstances indicate possible impairment. Any impairment amounts for indefinite-lived assets are calculated as the difference between the future discounted cash flows expected to be generated by the asset less than the carrying value for the asset.

During 2017, the company recognized an intangible impairment charge in the IPG segment of \$320,000 (\$237,000 after-tax) related to a trademark with an indefinite life. The fair value of the trademark was calculated using a relief from royalty payment methodology which requires applying an estimated market royalty rate to forecasted net sales and discounting the resulting cash flows to determine fair value.

## Current Liabilities

### Accrued Expenses

Accrued expenses as of December 31, 2017 and 2016 consisted of accruals for the following (in thousands):

	2017	2016
Salaries and wages	\$ 33,390	\$ 32,959
Taxes other than income taxes, primarily Value Added Taxes	22,627	19,194
Warranty cost	22,468	23,302
Rebates	5,831	356
Professional	5,203	4,728
Freight	4,002	5,211
Interest	3,919	3,747
Severance	3,704	2,049
Product liability, current portion	2,905	3,996
Deferred revenue	2,770	1,446
Derivatives (foreign currency forward exchange contracts)	2,120	1,783
Rent	808	672
Insurance	645	742
Supplemental Executive Retirement Plan (SERP)	391	391
Other items, principally trade accruals	7,914	9,519
	<u>\$ 118,697</u>	<u>\$ 110,095</u>

Depending on the terms of the contract, the company may defer the recognition of a portion of the revenue at the end of a reporting period to align with the transfer of control of the company's products to the customer. In addition, to the extent performance obligations are satisfied over time, the company defers revenue recognition until the performance obligations are satisfied.

Accrued rebates relate to several volume incentive programs the company offers its customers. The company accounts for these rebates as a reduction of revenue when the products are sold in accordance with the guidance in ASC 605-50, *Customer Payments and Incentives*. Rebates are netted against gross accounts receivables unless in excess of such receivables and then classified as accrued expenses.

Generally, the company's products are covered by warranties against defects in material and workmanship for various periods depending on the product from the date of sales to the customer. Certain components carry a lifetime warranty. A provision for estimated warranty cost is recorded at the time of sale based upon actual experience. In addition, the company has sold extended warranties that, while immaterial, require the company to defer the revenue associated with those warranties until earned. The company has established procedures to appropriate defer such revenue.

The company continuously assesses the adequacy of its product warranty accrual and makes adjustments as needed. Historical analysis is primarily used to determine the company's warranty reserves. Claims history is reviewed and provisions are adjusted as needed. However, the company does consider other events, such as a product field action and recalls, which could warrant additional warranty reserve provision.

Changes in accrued warranty costs were as follows (in thousands):

	<b>2017</b>	<b>2016</b>
Balance as of January 1	\$ 23,302	\$ 22,820
Warranties provided during the period	10,176	12,019
Settlements made during the period	(11,917)	(15,461)
Changes in liability for pre-existing warranties during the period, including expirations	907	3,924
Balance as of December 31	<u>\$ 22,468</u>	<u>\$ 23,302</u>

The company's warranty expense for 2016 includes \$2,856,000 principally driven by two specific issues. First, an expense of \$1,366,000 for a product recall which was related to a component on a lifestyles product, recorded in the NA/HME segment. Secondly, an additional warranty expense of \$1,490,000 for a component of a lifestyles product which was recorded in the European segment.

The company's warranty expense for 2015 includes reversals of \$2,325,000 principally driven by a \$2,000,000 reversal as a result of changes in the company's estimate of costs related to a recall for a component in a stationary oxygen concentrator that was manufactured in the company's facility in Suzhou, China.

Warranty reserves are subject to adjustment in future periods as new developments change the company's estimate of the total cost.



## Long-Term Liabilities

### Long-Term Debt

Debt as of December 31, 2017 and 2016 consisted of the following (in thousands):

	2017	2016
Convertible senior notes at 5.00%, due in February 2021	\$ 122,355	\$ 115,159
Convertible senior notes at 4.50%, due in June 2022	89,675	—
Convertible senior subordinated debentures at 4.125%, due in February 2027	—	13,039
Other notes and lease obligations	31,415	33,151
	<u>243,445</u>	<u>161,349</u>
Less current maturities of long-term debt	(2,040)	(15,261)
	<u>\$ 241,405</u>	<u>\$ 146,088</u>

The company had outstanding letters of credit of \$2,945,000 and \$2,853,000 as of December 31, 2017 and 2016, respectively. There were no borrowings denominated in foreign currencies, excluding a portion of the company's capital leases, as of December 31, 2017 or December 31, 2016. For 2017 and 2016, the weighted average interest rate on all borrowings, excluding capital leases, was 4.84% and 4.85%, respectively.

On September 30, 2015, the company entered into an Amended and Restated Revolving Credit and Security Agreement, which was subsequently amended (the "Credit Agreement") and which matures on January 16, 2021. The Credit Agreement was entered into by and among the company, certain of the company's direct and indirect U.S. and Canadian subsidiaries and certain of the company's European subsidiaries (together with the company, the "Borrowers"), certain other of the company's direct and indirect U.S., Canadian and European subsidiaries (the "Guarantors"), and PNC Bank, National Association ("PNC"), JPMorgan Chase Bank, N.A., J.P. Morgan Europe Limited, KeyBank National Association, and Citizens Bank, National Association (the "Lenders"). PNC is the administrative agent (the "Administrative Agent") and J.P. Morgan Europe Limited is the European agent (the "European Agent") under the Credit Agreement.

In connection with entering into the company's Credit Agreement, the company incurred fees which were capitalized and are being amortized as interest expense. As of December 31, 2017, debt fees yet to be amortized through January 2021 totaled \$1,184,000. In addition, as a result of terminating the previous credit agreement, which was scheduled to mature in October 2015, the company wrote-off \$668,000 in previously capitalized fees in the first quarter of 2015, which is reflected in the expense of the North America / HME segment.

### U.S. and Canadian Borrowers Credit Facility

For the company's U.S. and Canadian Borrowers, the Credit Agreement provides for an asset-based-lending senior secured revolving credit facility which is secured by substantially all the company's U.S. and Canadian assets, other than real estate. The Credit Agreement provides the company and the other Borrowers with a credit facility in an aggregate principal amount of \$100,000,000, subject to availability based on a borrowing base formula, under a senior secured revolving credit, letter of credit and swing line loan facility (the "U.S. and Canadian Credit Facility"). Up to \$25,000,000 of the U.S. and Canadian Credit Facility will be available for issuance of letters of credit. The aggregate principal amount of the U.S. and Canadian Credit Facility may be increased by up to \$25,000,000 to the extent requested by the company and agreed to by any Lender or new financial institution approved by the Administrative Agent.

The aggregate borrowing availability under the U.S. and Canadian Credit Facility is determined based on a borrowing base formula. The aggregate usage under the U.S. and Canadian Credit Facility may not exceed an amount equal to the sum of (a) 85% of eligible U.S. accounts receivable *plus* (b) the lesser of (i) 70% of eligible U.S. inventory and eligible foreign in-transit inventory and (ii) 85% of the net orderly liquidation value of eligible U.S. inventory and eligible foreign in-transit inventory (not to exceed \$4,000,000), *plus* (c) the lesser of (i) 85% of the net orderly liquidation value of U.S. eligible machinery and equipment and (ii) \$1,315,800 as of December 31, 2017 (subject to reduction as provided in the Credit Agreement), *plus* (d) 85% of eligible Canadian accounts receivable, *plus* (e) the lesser of (i) 70% of eligible Canadian inventory and (ii) 85% of the net orderly liquidation value of eligible Canadian inventory, *less* (f) swing loans outstanding under the U.S. and Canadian Credit Facility, *less* (g) letters of credit issued and undrawn under the U.S. and Canadian Credit Facility, *less* (h) a \$5,000,000 minimum availability reserve, *less* (i) other reserves required by the Administrative Agent, and in each

case subject to the definitions and limitations in the Credit Agreement. As of December 31, 2017, the company was in compliance with all covenant requirements and had borrowing capacity on the U.S. and Canadian Credit Facility under the Credit Agreement of \$26,453,000, considering the minimum availability reserve, then-outstanding letters of credit, other reserves and the \$11,250,000 dominion trigger amount described below. Borrowings under the U.S. and Canadian Credit Facility are secured by substantially all the company's U.S. and Canadian assets, other than real estate.

Interest will accrue on outstanding indebtedness under the Credit Agreement at the LIBOR rate, plus a margin ranging from 2.25% to 2.75%, or at the alternate base rate, plus a margin ranging from 1.25% to 1.75%, as selected by the company. Borrowings under the U.S. and Canadian Credit Facility are subject to commitment fees of 0.25% or 0.375% per year, depending on utilization.

The Credit Agreement contains customary representations, warranties and covenants. Exceptions to the operating covenants in the Credit Agreement provide the company with flexibility to, among other things, enter into or undertake certain sale and leaseback transactions, dispositions of assets, additional credit facilities, sales of receivables, additional indebtedness and intercompany indebtedness, all subject to limitations set forth in the Credit Agreement, as amended. The Credit Agreement also contains a covenant requiring the company to maintain minimum availability under the U.S. and Canadian Credit Facility of not less than the greater of (i) 11.25% of the maximum amount that may be drawn under the U.S. and Canadian Credit Facility for five (5) consecutive business days, or (ii) \$5,000,000 on any business day. The company also is subject to dominion triggers under the U.S. and Canadian Credit Facility requiring the company to maintain borrowing capacity of not less than \$11,250,000 on any business day or \$12,500,000 for five consecutive days in order to avoid triggering full control by an agent for the lenders of the company's cash receipts for application to the company's obligations under the agreement.

The Credit Agreement contains customary default provisions, with certain grace periods and exceptions, which provide that events of default that include, among other things, failure to pay amounts due, breach of covenants, representations or warranties, bankruptcy, the occurrence of a material adverse effect, exclusion from any medical reimbursement program, and an interruption of any material manufacturing facilities for more than 10 consecutive days. There were no borrowings under the U.S. and Canadian Credit Facility at December 31, 2017.

### European Credit Facility

The Credit Agreement also provides for a revolving credit, letter of credit and swing line loan facility which gives the company and European Borrowers the ability to borrow up to an aggregate principal amount of \$30,000,000, with a \$5,000,000 sublimit for letters of credit and a \$2,000,000 sublimit for swing line loans (the "European Credit Facility"). Up to \$15,000,000 of the European Credit Facility will be available to each of Invacare Limited (the "UK Borrower") and Invacare Poirier SAS (the "French Borrower" and, together with the UK Borrower, the "European Borrowers"). The European Credit Facility matures in January 2021, together with the U.S. and Canadian Credit Facility.

The aggregate borrowing availability for each European Borrower under the European Credit Facility is determined based on a borrowing base formula. The aggregate borrowings of each of the European Borrowers under the European Credit Facility may not exceed an amount equal to (a) 85% of the European Borrower's eligible accounts receivable, less (b) the European Borrower's borrowings and swing line loans outstanding under the European Credit Facility, less (c) the European Borrower's letters of credit issued and undrawn under the European Credit Facility, less (d) a \$3,000,000 minimum availability reserve, less (e) other reserves required by the European Agent, and in each case subject to the definitions and limitations in the Credit Agreement. As of December 31, 2017, the aggregate borrowing availability to the European Borrowers under the European Credit Facility was approximately \$13,496,000, considering the \$3,000,000 minimum availability reserve and a \$3,375,000 dominion trigger amount described below.

The aggregate principal amount of the European Credit Facility may be increased by up to \$10,000,000 to the extent requested by the company and agreed to by any Lender or Lenders that wish to increase their lending participation or, if not agreed to by any Lender, a new financial institution that agrees to join the European Credit Facility and that is approved by the Administrative Agent and the European Agent.

Interest will accrue on outstanding indebtedness under the European Credit Facility at an adjusted LIBOR rate, plus a margin ranging from 2.50% to 3.00%, or for swing line loans, at the overnight LIBOR rate, plus a margin ranging from 2.50% to 3.00%, as selected by the company. The margin will be adjusted quarterly based on utilization. Borrowings under the European Credit Facility are subject to commitment fees of between 0.25% and 0.375% per year, depending on utilization.

The European Credit Facility is secured by substantially all the personal property assets of the UK Borrower and its in-country subsidiaries, and all the receivables of the French Borrower and its in-country subsidiaries. The UK and French facilities (which comprise the European Credit Facility) are cross collateralized, and the U.S. personal property assets previously pledged under the U.S. and Canadian Credit Facility also serve as collateral for the European Credit Facility.

The European Credit Facility is subject to customary representations, warranties and covenants generally consistent with those applicable to the U.S. and Canadian Credit Facility. Exceptions to the operating covenants in the Credit Agreement provide the company with flexibility to, among other things, enter into or undertake certain sale/leaseback transactions, dispositions of assets, additional credit facilities, sales of receivables, additional indebtedness and intercompany indebtedness, all subject to limitations set forth in the Credit Agreement. The Credit Agreement also contains a covenant requiring the European Borrowers to maintain undrawn availability under the European Credit Facility of not less than the greater of (i) 11.25% of the maximum amount that may be drawn under the European Credit Facility for five (5) consecutive business days, or (ii) \$3,000,000 on any business day. The European Borrowers also are subject to cash dominion triggers under the European Credit Facility requiring the European Borrower to maintain borrowing capacity of not less than \$3,375,000 on any business day or 12.50% of the maximum amount that may be drawn under the European Credit Facility for five (5) consecutive business days in order to avoid triggering full control by an agent for the Lenders of the European Borrower's cash receipts for application to its obligations under the European Credit Facility.

The European Credit Facility is subject to customary default provisions, with certain grace periods and exceptions, consistent with those applicable to the U.S. and Canadian Credit Facility, which provide that events of default include, among other things, failure to pay amounts due, breach of covenants, representations or warranties, cross-default, bankruptcy, the occurrence of a material adverse effect, exclusion from any medical reimbursement program, and an interruption in the operations of any material manufacturing facility for more than 10 consecutive days.

The proceeds of the European Credit Facility will be used to finance the working capital and other business needs of the company. There were no borrowings outstanding under the European Credit Facility at December 31, 2017.

#### Convertible senior subordinated debentures due in 2027

In 2007, the company issued \$135,000,000 principal amount of 4.125% Convertible Senior Subordinated Debentures due 2027 (the "debentures"), of which \$0

principal amount remained outstanding at December 31, 2017 as the holders of the debentures exercised their right to require the company to repurchase all of the debentures on February 1, 2017 at a price equal to 100% of the principal amount. As a result of the repurchase, the company wrote-off unamortized debt fees of \$207,000 and recognized amortization expense of \$311,000 in the first quarter of 2017.

The liability components of the debentures consisted of the following (in thousands):

	2016
Carrying amount of equity component	\$ 25,381
Principal amount of liability component	\$ 13,350
Unamortized discount	(311)
Net carrying amount of liability component	<u>\$ 13,039</u>

The unamortized discount as of December 31, 2016 was fully amortized in the first quarter 2017 due to the repurchase of all the debentures on February 1, 2017.

The effective interest rate on the liability component was 11.5%. Non-cash interest expense of \$311,000, \$892,000 and \$796,000 was recognized in 2017, 2016 and 2015, respectively, in comparison to actual interest expense paid of \$275,000, \$551,000 and \$551,000 based on the stated coupon rate of 4.125%, for each of the same periods.

#### Convertible senior notes due 2021

In the first quarter of 2016, the company issued \$150,000,000 aggregate principal amount of 5.00% Convertible Senior Notes due 2021 (the "2021 notes") in a private offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The notes bear interest at a rate of 5.00% per year payable semi-annually in arrears on February 15 and August 15 of each year, beginning August 15, 2016. The notes will mature on February 15, 2021, unless repurchased or converted in accordance with their terms prior to such date. Prior to August 15, 2020, the 2021 notes will be convertible only upon satisfaction of certain conditions and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. Unless and until the company obtains shareholder approval under applicable New York Stock Exchange rules, the 2021 notes will be convertible, subject to certain conditions, into cash. If the company obtains such shareholder approval, the 2021 notes may be settled in cash, the company's common shares or a combination of cash and the company's common shares, at the company's election.

Holders of the 2021 notes will have the right to require the company to repurchase all or some of their 2021 notes at 100% of their principal, plus any accrued and unpaid interest,

upon the occurrence of certain fundamental changes. The initial conversion rate is 60.0492 common shares per \$1,000 principal amount of 2021 notes (equivalent to an initial conversion price of approximately \$16.65 per common share). The company evaluated the terms of the conversion features under the applicable accounting literature, including *Derivatives and Hedging*, ASC 815, and determined that the features did require separate accounting as a derivative. This derivative was capitalized on the balance sheet as a long-term liability and will be adjusted to reflect fair value each quarter. The fair value of the convertible debt conversion liability related to the notes at issuance was \$34,480,000. The fair value of the convertible debt conversion liability at December 31, 2017 was \$53,154,000 compared to \$30,708,000 as of December 31, 2016. The company recognized a loss of \$22,446,000 in 2017 compared to a gain of \$3,772,000 in 2016 related to the convertible debt conversion liability.

In connection with the offering of the 2021 notes, the company entered into privately negotiated convertible note hedge transactions with two financial institutions (the “option counterparties”). These transactions cover, subject to customary anti-dilution adjustments, the number of the company’s common shares that will initially underlie the 2021 notes, and are expected generally to reduce the potential equity dilution, and/or offset any cash payments in excess of the principal amount due, as the case may be, upon conversion of the 2021 notes. The company evaluated the note hedges under the applicable accounting literature, including *Derivatives and Hedging*, ASC 815, and determined that the note hedges should be accounted for as derivatives. These derivatives were capitalized on the balance sheet as long-term assets and will be adjusted to reflect fair value each quarter. The fair value of the convertible note hedge assets at issuance was \$27,975,000. The fair value of the convertible note hedge asset at December 31, 2017 was \$46,915,000 compared to \$25,471,000 as of December 31, 2016. The company recognized a gain of \$21,444,000 in 2017 compared to a loss of \$2,504,000 in 2016 related to the convertible note hedge asset.

The company entered into separate, privately negotiated warrant transactions with the option counterparties at a higher strike price relating to the same number of the company’s common shares, subject to customary anti-dilution adjustments, pursuant to which the company sold warrants to the option counterparties. The warrants could have a dilutive effect on the company’s outstanding common shares and the company’s earnings per share to the extent that the price of the company’s common shares exceeds the strike price of those warrants. The initial strike price of the warrants is \$22.4175 per share and is subject to certain adjustments under the terms of the warrant transactions. The company evaluated the warrants under the applicable accounting literature, including *Derivatives and Hedging*, ASC 815, and determined that the warrants meet

the definition of a derivative, are indexed to the company’s own stock and should be classified in shareholder’s equity. The amount paid for the warrants and capitalized in shareholder’s equity was \$12,376,000.

The net proceeds from the offering of the notes were approximately \$144,034,000, after deducting fees and offering expenses of \$5,966,000, which were paid in 2016. These debt issuance costs were capitalized and are being amortized as interest expense through February 2021. In accordance with ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, these debt issuance costs are presented on the balance sheet as a direct deduction from the carrying amount of the related debt liability. Approximately \$5,000,000 of the net proceeds from the offering were used to repurchase the company’s common shares from purchasers of 2021 notes in the offering in privately negotiated transactions. A portion of the net proceeds from the offering were used to pay the cost of the convertible note hedge transactions (after such cost is partially offset by the proceeds to the company from the warrant transactions), which net cost was \$15,600,000.

The liability components of the notes consist of the following (in thousands):

	December 31, 2017	December 31, 2016
Principal amount of liability component	\$ 150,000	\$ 150,000
Unamortized discount	(23,900)	(29,919)
Debt fees	(3,745)	(4,922)
Net carrying amount of liability component	<u>\$ 122,355</u>	<u>\$ 115,159</u>

The unamortized discount of \$23,900,000 is to be amortized through February 2021. The effective interest rate on the liability component was 11.1%. Non-cash interest expense of \$6,019,000 and \$4,562,000 was recognized in 2017 and 2016, respectively, in comparison to actual interest expense accrued of \$7,500,000 and \$6,378,000 in 2017 and 2016, respectively, based on the stated coupon rate of 5.0%. The 2021 notes were not convertible as of December 31, 2017 nor was the applicable conversion threshold met.

#### Convertible senior notes due 2022

In the second quarter of 2017, the company issued \$120,000,000 aggregate principal amount of 4.50% Convertible Senior Notes due 2022 (the “2022 notes”) in a private offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The 2022 notes bear interest at a rate of 4.50% per year payable semi-annually in arrears on June 1 and December 1 of each year, beginning December 1, 2017. The 2022 notes will mature on June 1, 2022, unless repurchased or converted in accordance with their terms prior to such date. Prior to December 1, 2021, the



2022 notes will be convertible only upon satisfaction of certain conditions and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. Unless and until the company obtains shareholder approval of the issuance of the company's common shares upon conversion of the 2022 notes under applicable New York Stock Exchange rules, the 2022 notes will be convertible, subject to certain conditions, into cash. If the company obtains such shareholder approval, the 2022 notes may be settled in cash, the company's common shares or a combination of cash and the company's common shares, at the company's election.

Holders of the 2022 notes will have the right to require the company to repurchase all or some of their 2022 notes at 100% of their principal, plus any accrued and unpaid interest, upon the occurrence of certain fundamental changes. The initial conversion rate is 61.6095 common shares per \$1,000 principal amount of 2022 notes (equivalent to an initial conversion price of approximately \$16.23 per common share). The company evaluated the terms of the conversion features under the applicable accounting literature, including *Derivatives and Hedging*, ASC 815, and determined that the features did require separate accounting as a derivative. This derivative was capitalized on the balance sheet as a long-term liability and will be adjusted to reflect fair value each quarter. The fair value of the convertible debt conversion liability at issuance was \$28,859,000. The fair value of the convertible debt conversion liability at December 31, 2017 was \$53,414,000. The company recognized a loss of \$24,555,000 in 2017 related to the convertible debt conversion liability.

In connection with the offering of the 2022 notes, the company entered into privately negotiated convertible note hedge transactions with one financial institution (the "option counterparty"). These transactions cover, subject to customary anti-dilution adjustments, the number of the company's common shares that will initially underlie the 2022 notes, and are expected generally to reduce the potential equity dilution, and/or offset any cash payments in excess of the principal amount due, as the case may be, upon conversion of the 2022 notes. The company evaluated the note hedges under the applicable accounting literature, including *Derivatives and Hedging*, ASC 815, and determined that the note hedges should be accounted for as derivatives. These derivatives were capitalized on the balance sheet as long-term assets and will be adjusted to reflect fair value each quarter. The fair value of the convertible note hedge assets at issuance was \$24,780,000. The fair value of the convertible note hedge assets at December 31, 2017 was \$46,680,000. The company recognized a gain of \$21,900,000 in 2017 related to the convertible note hedge asset.

The company entered into separate, privately negotiated warrant transactions with the option counterparty at a higher strike price relating to the same number of the company's common shares, subject to customary anti-

dilution adjustments, pursuant to which the company sold warrants to the option counterparties. The warrants could have a dilutive effect on the company's outstanding common shares and the company's earnings per share to the extent that the price of the company's common shares exceeds the strike price of those warrants. The initial strike price of the warrants is \$21.4375 per share and is subject to certain adjustments under the terms of the warrant transactions. The company evaluated the warrants under the applicable accounting literature, including *Derivatives and Hedging*, ASC 815, and determined that the warrants meet the definition of a derivative, are indexed to the company's own stock and should be classified in shareholder's equity. The amount paid for the warrants and capitalized in shareholder's equity was \$14,100,000.

The net proceeds from the offering of the 2022 notes were approximately \$115,289,000, after deducting fees and offering expenses of \$4,711,000, which were paid in 2017. These debt issuance costs were capitalized and are being amortized as interest expense through June 2022. As of December 31, 2017, all the debt issuance costs were paid. In accordance with ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, these debt issuance costs are presented on the balance sheet as a direct deduction from the carrying amount of the related debt liability. A portion of the net proceeds from the offering were used to pay the cost of the convertible note hedge transactions (after such cost is partially offset by the proceeds to the company from the warrant transactions), which net cost was \$10,680,000.

The liability components of the 2022 notes consist of the following (in thousands):

	<b>December 31, 2017</b>
Principal amount of liability component	\$ 120,000
Unamortized discount	(26,378)
Debt fees	(3,947)
Net carrying amount of liability component	<u>\$ 89,675</u>

The unamortized discount of \$26,378,000 is to be amortized through June 2022. The effective interest rate on the liability component was 10.9%. Non-cash interest expense of \$2,481,000 was recognized in 2017 in comparison to actual interest expense accrued of \$2,955,000 for the same period, based on the stated coupon rate of 4.5%. The 2022 notes were not convertible as of December 31, 2017 nor was the applicable conversion threshold met.

The aggregate minimum maturities of long-term debt for each of the next five years are as follows: \$2,040,000 in 2018, \$1,873,000 in 2019, \$1,810,000 in 2020, \$151,693,000 in 2021, and \$121,431,000 in 2022. Interest paid on all borrowings was \$11,995,000, \$5,955,000 and \$2,753,000 in 2017, 2016 and 2015, respectively.



**Other Long-Term Obligations**

Other long-term obligations as of December 31, 2017 and 2016 consist of the following (in thousands):

	<b>2017</b>	<b>2016</b>
Convertible 2022 debt conversion liability	\$ 53,414	\$ —
Convertible 2021 debt conversion liability	53,154	30,708
Deferred income taxes	28,890	31,079
Product liability	13,575	16,615
Pension	10,340	13,258
Deferred gain on sale leaseback	6,419	6,703
Supplemental Executive Retirement Plan liability	5,636	5,612
Deferred compensation	5,592	3,593
Uncertain tax obligation including interest	2,738	3,150
Other	3,512	3,689
Total long-term obligations	<u>\$ 183,270</u>	<u>\$ 114,407</u>

During the quarter ended March 31, 2016, the company issued \$150,000,000 principal amount of 5.00% convertible senior notes due 2021. During the quarter ended June 30, 2017, the company issued \$120,000,000 principal amount of 4.50% convertible senior notes due 2022. Due to the 2016 and 2017 issuances, long-term liabilities representing the convertible debt conversion liabilities were recorded which are adjusted to reflect fair values quarterly. The amounts included in the above table represents the fair values of the conversion liabilities as of December 31, 2017 and December 31, 2016. See "Long-Term Debt" in the Notes to the Consolidated Financial Statements included elsewhere in this report for more detail.

On April 23, 2015, the company entered into a real estate sales leaseback transaction which resulted in the recording of an initial deferred gain of \$7,414,000, the majority of which is included in Other Long-Term Obligations and will be recognized over the 20-year life of the leases. The gain realized was \$275,000 and \$265,000 as of December 31, 2017 and 2016, respectively.

## Leases and Commitments

The company leases a portion of its facilities, transportation equipment, data processing equipment and certain other equipment. These leases have terms from 1 to 20 years and provide for renewal options. Generally, the company was required to pay taxes and normal expenses of operating the facilities and equipment. As of December 31, 2017, the company is committed under non-cancelable operating leases, which have initial or remaining terms in excess of one year and expire on various dates through 2035. Lease expenses were approximately \$18,102,000 in 2017, \$18,805,000 in 2016 and \$20,360,000 in 2015.

On April 23, 2015, the company sold and leased back, under four separate lease agreements, four properties located in Ohio and one property in Florida for net proceeds of \$23,000,000, which were used to reduce debt under the U.S. and Canadian Credit Facility. The initial total annual rent for the properties was \$2,275,000 and can increase annually over the 20-year term of the leases based on the applicable geographical consumer price index (CPI). Each of the four lease agreements contains three 10-year renewals with the rent for each option term based on the greater of the then-current fair market rent for each property or the then-current rate and increasing annually by the applicable CPI. Under the terms of the lease agreements, the company is responsible for all taxes, insurance and utilities. The company is permitted to sublet the properties; however, the properties are currently being utilized exclusively by the company and there is no current subletting. The company is required to adequately maintain each of the properties and any leasehold improvements will be amortized over the lesser of the lives of the improvements or the remaining lease lives.

In connection with the transaction, the requirements for sale lease-back accounting were met. Accordingly, the company recorded the sale of the properties, removed the related property and equipment from the company's balance sheet, recognized an initial deferred gain of \$7,414,000 and an immediate loss of \$257,000 related to one property and recorded new lease liabilities. Specifically, the company recorded four capital leases totaling \$32,339,000 and one operating lease related to leased land, which was not a material component of the transaction. The gains on the sales of the properties were required to be deferred and recognized over the life of the leases as the property sold is being leased back. The deferred gain is classified under Other Long-Term Obligations on the Consolidated Balance Sheet.

The amount of buildings and equipment capitalized in connection with capital leases was \$44,629,000 and \$42,946,000 at December 31, 2017 and 2016, respectively. At December 31, 2017 and 2016, accumulated amortization was \$13,215,000 and \$9,795,000, respectively, which is included in depreciation expense.

Future minimum operating and capital lease commitments, as of December 31, 2017, are as follows (in thousands):

	<b>Capital Leases</b>	<b>Operating Leases</b>
2018	\$ 3,162	\$ 13,268
2019	2,925	8,177
2020	2,783	5,067
2021	2,722	2,786
2022	2,266	1,559
Thereafter	27,935	1,456
Total future minimum lease payments	41,793	<u>\$ 32,313</u>
Amounts representing interest	(10,378)	
Present value of minimum lease payments	<u>\$ 31,415</u>	

## Retirement and Benefit Plans

Substantially all full-time salaried and hourly domestic employees are included in the Invacare Retirement Savings Plan sponsored by the company. The company makes matching cash contributions up to 66.7% of employees' contributions up to 3% of compensation. The company also makes quarterly contributions to this Plan equal to a percentage of qualified wages. In 2017, quarterly contributions were made at 1% of qualified wages. The company may make discretionary contributions to the domestic plans based on an annual resolution of the Board of Directors. Contribution expense for the Invacare Retirement Savings Plan in 2017, 2016 and 2015 was \$2,131,000, \$2,335,000 and \$2,573,000, respectively.

The company sponsors a Deferred Compensation Plus Plan covering certain employees, which provides for elective deferrals and the company retirement deferrals so that the total retirement deferrals equal amounts that would have contributed to the company's principal retirement plans if it were not for limitations imposed by income tax regulations.

The company sponsors a non-qualified defined benefit Supplemental Executive Retirement Plan (SERP) for certain key executives. Effective December 31, 2008, the SERP was amended, in part to comply with IRS Section 409A. As a result of the amendment, the plan became a defined benefit cash balance plan for the non-retired participants and thus, future payments by the company will be made based upon a cash balance formula with interest credited at a rate determined annually by the Compensation and Management Development Committee of the Board of Directors. In 2017 interest was credited at 0% for active participants in the SERP. The plan continues to be unfunded with individual hypothetical accounts maintained for each participant.

The SERP projected benefit obligation related to this unfunded plan was \$6,027,000 and \$6,003,000 at December 31, 2017 and December 31, 2016, respectively, and the accumulated benefit obligation was \$6,027,000 and \$6,003,000 at December 31, 2017 and December 31, 2016, respectively. The projected benefit obligations were calculated using an assumed future salary increase of 3.25% at December 31, 2017 and 2016, respectively. The assumed discount rate, relevant for three participants unaffected by the plan conversion was 3.60% and 4.14% for 2017 and 2016, respectively, based upon the discount rate on high-quality fixed-income investments without adjustment. The retirement age was 67 for 2017 and 2016. In addition, the mortality assumption was updated to the RP-2014 White Collar Fully Generational Mortality Table using Scale Mp-2017.

Expense for the SERP in 2017 was \$414,000 compared to expense of \$1,073,000 and \$142,000 in 2016 and 2015, respectively. The expense was comprised of interest expense of \$246,000 and \$908,000 in 2017 and 2016, respectively, compared to interest income of \$42,000 in 2015 with the remaining non-interest expense related to service costs, prior service costs and other gains/losses. Benefit payments in 2017, 2016 and 2015 were \$391,000, \$1,279,000 and \$21,517,000, respectively.

The company also sponsors a Death Benefit Only Plan (DBO) for certain key executives that provides a benefit equal to three times the participant's final target earnings should the participant's death occur while an employee and a benefit equal to one time the participant's final earnings upon the participant's death after normal retirement or if a participant dies after his or her employment with the company is terminated following a change in control of the company. Expense for the plan in 2017 was \$150,000 compared to income of \$121,000 in 2016 and expense of \$103,000 in 2015, respectively. The expense was comprised of service and accrual adjustment expense of \$69,000 in 2017 compared to income of \$216,000 and \$28,000 in 2016 and 2015, respectively, with the remaining portion related to interest costs in each year, respectively. There were no benefit payments in 2017 or 2015 compared to benefit payments of \$761,000 in 2016. In conjunction with the company's DBO, the company has invested in life insurance policies related to certain employees to help satisfy the DBO obligations.

In Europe, the company maintains two defined benefit plans in Switzerland. The statutory pension plans are maintained with a private insurance company and, in accordance with Swiss law, the plans function as defined contribution plans whereby employee and employer contributions are defined as a percentage of individual salary depending on the age of the employee and a guaranteed interest rate, which is annually defined by the Swiss Pension Fund. Under U.S. GAAP, the plans are treated as defined benefit plans. Expense for the European plans was \$436,000 and \$1,004,000 in 2017 and 2016, respectively, compared to income of \$19,000 in 2015.

## Equity Compensation

The company's Common Shares have a \$.25 stated value. The Common Shares and the Class B Common Shares generally have identical rights, terms and conditions and vote together as a single class on most issues, except that the Class B Common Shares have ten votes per share, carry a 10% lower cash dividend rate and, in general, can only be transferred to family members or for estate planning purposes. Holders of Class B Common Shares are entitled to convert their shares into Common Shares at any time on a share-for-share basis.

On May 31, 2017, the company received notice that holders of 703,912 Class B Common Shares had elected to convert all their Class B Common Shares into Common Shares. As of December 31, 2017, 6,357 Class B Common Shares remained outstanding. The conversion substantially diminished the significance of the Company's dual class voting structure, as of December 31, 2017, the holders of the Common Shares represent approximately 99.9% of the Company's total outstanding voting power.

### Equity Compensation Plan

On May 16, 2013, the shareholders of the company approved the Invacare Corporation 2013 Equity Compensation Plan (the "2013 Plan"), which was adopted on March 27, 2013 by the company's Board of Directors (the "Board"). The Board adopted the 2013 Plan to replace the company's prior equity plan, the Invacare Corporation Amended and Restated 2003 Performance Plan (the "2003 Plan"), which expired on May 21, 2013. Due to its expiration, no new awards may be granted under the 2003 Plan; however, awards granted prior to its expiration will remain outstanding until they are exercised, vest, terminate or expire in accordance with their terms.

The 2013 Plan uses a fungible share-counting method, under which each common share underlying an award of stock options or stock appreciation rights ("SAR") will count against the number of total shares available under the 2013 Plan as one share; and each Common Share underlying any award other than a stock option or a SAR will count against the number of total shares available under the 2013 Plan as two shares. Shares underlying awards made under the 2003 Plan that are canceled or forfeited may be added back to the 2013 Plan for use in future awards. Any Common Shares that are added back to the 2013 Plan as the result of the cancellation or forfeiture of an award granted under the 2013 Plan will be added back in the same manner such shares were originally counted against the total number of shares available under the 2013 Plan. Each common share that is added back to the 2013 Plan due to a cancellation or forfeiture of an award granted under the 2003 Plan will be added back as one Common Share.

At December 31, 2017, an aggregate of 1,073,226 Common Shares underlie awards outstanding under the 2003 Plan, which shares may become available under the 2013 Plan to the extent such awards are forfeited or expire unexercised.

The Compensation and Management Development Committee of the Board (the "Compensation Committee"), in its discretion, may grant an award under the 2013 Plan to any director or employee of the company or an affiliate. As of December 31, 2017, 2,131,355 common shares were available for issuance under the 2013 Plan in connection with the following types of awards with respect to shares of the company's common shares: incentive stock options, nonqualified stock options, SARs, restricted stock, restricted stock units, unrestricted stock and performance shares. The Compensation Committee also may grant performance units that are payable in cash. The Compensation Committee has the authority to determine which participants will receive awards, the amount of the awards and the other terms and conditions of the awards.

The 2013 Plan provides that shares granted come from the company's authorized but unissued common shares or treasury shares. In addition, the company's stock-based compensation plans allow employee participants to exchange shares for minimum withholding taxes, which results in the company acquiring treasury shares. Under these provisions, the company acquired approximately 85,000 treasury shares for \$1,276,000 in 2017, 32,000 shares for \$331,000 in 2016 and 7,000 shares for \$134,000 in 2015.

The amounts of equity-based compensation expense recognized as part of selling, general and administrative expenses in All Other in business segment reporting were as follows (in thousands):

	2017	2016	2015
Non-qualified stock options	\$ 865	\$ 745	\$ 1,228
Restricted stock and restricted stock units	4,648	5,039	2,785
Performance shares and performance share units	1,834	1,110	—
Total stock-based compensation expense	<u>\$ 7,347</u>	<u>\$ 6,894</u>	<u>\$ 4,013</u>

As of December 31, 2017, unrecognized compensation expense related to equity-based compensation arrangements granted under the company's 2013 Plan and previous plans, which is related to non-vested options and shares, was as follows (in thousands):

	2017	2016	2015
Non-qualified stock options	\$ 2,502	\$ 175	\$ 1,059
Restricted stock and restricted stock units	7,005	8,740	9,476
Performance shares and performance share units	5,523	3,134	—
Total stock-based compensation expense	<u>\$ 15,030</u>	<u>\$ 12,049</u>	<u>\$ 10,535</u>

Total unrecognized compensation cost will be adjusted for future changes in actual and estimated forfeitures and for updated vesting assumptions for the performance share awards (see "Performance Options" and "Performance Shares and Performance Share Units" below). No tax benefit for share-based compensation was realized during 2017,

2016 and 2015 due to a valuation allowance against deferred tax assets. In accordance with ASC 718, any tax benefits resulting from tax deductions in excess of the compensation expense recognized is classified as a component of financing cash flows.

#### Stock Options

Generally, non-qualified stock option awards typically have a term of ten years and were granted with an exercise price per share equal to the fair market value of the company's Common Shares on the date of grant. Stock option awards granted in 2017 were performance-based awards which will only become exercisable if the performance goals established by the Compensation Committee are achieved over a 3-year period ending in 2019 and subject to the Compensation Committee's exercise of negative discretion to reduce the number of options vested based on the progress towards the company's transformation. The company expects the compensation expense to be recognized over a weighted-average period of approximately 2 years.

The following table summarizes information about stock option activity for the three years ended 2017, 2016 and 2015:

	2017	Weighted Average Exercise Price	2016	Weighted Average Exercise Price	2015	Weighted Average Exercise Price
Options outstanding at January 1	2,542,732	\$ 21.19	2,942,783	\$ 21.22	3,600,132	\$ 22.74
Granted	756,420	12.15	—	—	—	—
Exercised	(193,263)	13.51	(1,250)	13.82	(172,218)	13.95
Canceled	(474,320)	19.45	(398,801)	21.47	(485,131)	34.98
Options outstanding at December 31	<u>2,631,569</u>	\$ 19.44	<u>2,542,732</u>	\$ 21.19	<u>2,942,783</u>	\$ 21.22
Options exercise price range at December 31	\$ 12.15 to		\$ 13.37 to		\$ 13.37 to	
	\$ 33.36		\$ 33.36		\$ 33.36	
Options exercisable at December 31	2,029,773		2,513,614		2,656,983	
Shares available for grant at December 31*	2,131,355		3,891,121		2,659,562	

\* Shares available for grant as of December 31, 2017 reduced by net restricted stock and restricted stock unit and performance share and performance share unit award activity of 2,045,888 shares and 1,999,706 shares, respectively.



The following table summarizes information about stock options outstanding at December 31, 2017:

Exercise Prices	Options Outstanding			Options Exercisable	
	Number Outstanding At 12/31/17	Weighted Average Remaining Contractual Life Years	Weighted Average Exercise Price	Number Exercisable At 12/31/17	Weighted Average Exercise Price
\$ 12.15 – \$20.00	1,071,784	6.9	\$ 13.07	469,988	\$ 14.23
\$ 20.01 – \$25.00	823,501	2.2	22.21	823,501	22.21
\$ 25.01 – \$30.00	731,788	1.5	25.55	731,788	25.55
\$ 30.01 – \$33.36	4,496	3.4	33.36	4,496	33.36
Total	2,631,569	3.9	\$ 19.44	2,029,773	\$ 21.60

Pursuant to the Plans, the Committee has established that grants may not be exercised within one year from the date granted and options must be exercised within ten years from the date granted. All stock options issued in 2017 were performance-based and may vest after the conclusion of the performance period ending December 31, 2019 based on achievement of performance goals established by the Compensation Committee and subject to the Compensation Committee's exercise of negative discretion to reduce the number of options vested based on the progress towards the company's transformation. All other outstanding stock options were issued in 2014 and prior and were not performance-based.

For the stock options issued in 2014 and prior, 25% of such options vested one year following the issuance and provided a four-year vesting period whereby options vest equally in 25% installments in each year. Options granted with graded vesting were accounted for as single options.

The fair value of options granted is estimated on the date of grant using the Black-Scholes option-pricing model. The calculated fair value of the 2017 performance option awards was \$5.38 based on the following assumptions:

	2017
Expected dividend yield	0.4%
Expected stock price volatility	39.1%
Risk-free interest rate	2.31%
Expected life in years	7.8
Forfeiture percentage	5.0%

Expected dividend yields was based on historical dividends. Expected stock price volatility percentage was calculated at each date of grant based on historical stock prices for a period of time commensurate with the expected life of the option. The assumed expected life and forfeiture percentage were based on the company's historical analysis of option history.

The weighted-average fair value of options granted in 2017 was \$5.38. The weighted-average remaining contractual life of options outstanding at December 31, 2017, 2016 and 2015 was 3.9, 3.5 and 4.3 years, respectively. The weighted-average contractual life of options exercisable at December 31, 2017 was 2.4 years. The total intrinsic value of stock awards exercised in 2017, 2016 and 2015 was \$350,000, \$2,000 and \$1,107,000, respectively. As of December 31, 2017, the intrinsic value of all options outstanding and of all options exercisable was \$4,070,000 and \$1,252,000, respectively.

The exercise of stock awards in 2017, 2016 and 2015 resulted in cash received by the company totaling \$2,676,000, \$17,000 and \$2,402,000 for each period, respectively with no tax benefits for any period. The total fair value of awards vested during 2017, 2016 and 2015 was \$363,000, \$953,000 and \$1,867,000, respectively.

*Restricted Stock and Restricted Stock Units*

The following table summarizes information about restricted shares and restricted share units (primarily for non-U.S. recipients):

	2017	Weighted Average Fair Value	2016	Weighted Average Fair Value	2015	Weighted Average Fair Value
Stock / Units unvested at January 1	878,356	\$ 15.87	641,505	\$ 18.89	312,423	\$ 17.91
Granted	523,412	12.37	486,711	12.62	480,839	19.09
Vested	(369,128)	16.63	(139,298)	17.86	(56,976)	16.47
Canceled	(256,120)	14.02	(110,562)	16.60	(94,781)	18.11
Stock / Units unvested at December 31	<u>776,520</u>	<u>\$ 13.75</u>	<u>878,356</u>	<u>\$ 15.87</u>	<u>641,505</u>	<u>\$ 18.89</u>

The restricted stock awards generally vest ratably over the three years after the award date. Unearned restricted stock compensation, determined as the market value of the shares at the date of grant, is being amortized on a straight-line basis over the vesting period.

*Performance Shares and Performance Share Units*

The following table summarizes information about performance shares and performance share units (primarily for non-U.S. recipients):

	2017	Weighted Average Fair Value	2016	Weighted Average Fair Value	2015	Weighted Average Fair Value
Shares / Units unvested at January 1	309,468	\$ 14.58	198,401	\$ 19.50	121,644	\$ 20.05
Granted	336,694	12.02	234,402	12.82	114,257	18.95
Vested	—	—	—	—	—	—
Canceled	(188,283)	15.48	(123,335)	19.14	(37,500)	19.62
Shares / Units unvested at December 31	<u>457,879</u>	<u>\$ 12.33</u>	<u>309,468</u>	<u>\$ 14.58</u>	<u>198,401</u>	<u>\$ 19.50</u>

During 2017, 2016 and 2015, the performance shares and performance share units (for non-U.S. recipients) were granted as performance awards with a 3-year performance period with payouts based on achievement of certain performance goals. The awards are classified as equity awards as they will be settled in common shares upon vesting. The number of shares earned will be determined at the end of the performance period based on achievement of performance criteria for the periods established by the Compensation Committee at the time of grant. Recipients will be entitled to receive a number of common shares equal to the number of performance shares that vest based upon the levels of achievement which may range between 0% and 150% of the target number of shares with the target being 100% of the initial grant.

The fair value of the performance awards is based on the stock price on the date of grant discounted for the estimated value of dividends foregone as the awards are not eligible for dividends except to the extent vested. The company assesses the probability that the performance targets will be met with expense recognized whenever it is probable that at least the minimum performance criteria will be achieved. Depending upon the company's assessment of the probability of achievement of the goals, the company may not recognize any expense associated with performance awards in a given period, may reverse prior expense recorded or record additional expense to make up for expense not recorded in a prior period. Performance award compensation expense is generally expected to be recognized over 3 years. No performance award expense was recognized for the 2014 and 2015 awards as the performance goals for these performance awards were not met and thus those awards were forfeited without any shares earned in 2016 and 2017, respectively.

## Accumulated Other Comprehensive Income (Loss) by Component

Changes in accumulated other comprehensive income ("OCI") during the year ended December 31, 2017 were as follows (in thousands):

	Foreign Currency	Long-Term Notes	Defined Benefit Plans	Derivatives	Total
December 31, 2016	\$ (26,199)	\$ 17,372	\$ (11,248)	\$ 740	\$ (19,335)
OCI before reclassifications	76,575	(21,984)	3,446	(2,737)	55,300
Amount reclassified from accumulated OCI	—	—	150	755	905
Net current-period OCI	76,575	(21,984)	3,596	(1,982)	56,205
December 31, 2017	\$ 50,376	\$ (4,612)	\$ (7,652)	\$ (1,242)	\$ 36,870

Changes in OCI during the year ended December 31, 2016 were as follows (in thousands):

	Foreign Currency	Long-Term Notes	Defined Benefit Plans	Derivatives	Total
December 31, 2015	\$ (5,744)	\$ 4,111	\$ (9,757)	\$ 2,003	\$ (9,387)
OCI before reclassifications	(20,455)	13,261	(2,284)	989	(8,489)
Amount reclassified from accumulated OCI	—	—	793	(2,252)	(1,459)
Net current-period OCI	(20,455)	13,261	(1,491)	(1,263)	(9,948)
December 31, 2016	\$ (26,199)	\$ 17,372	\$ (11,248)	\$ 740	\$ (19,335)

OCI activity related to Long-Term Notes represents currency translation on notes that are long-term in nature and not intended to be settled.

Reclassifications out of accumulated OCI for the year ended December 31, 2017 and December 31, 2016 were as follows (in thousands):

	Amount reclassified from OCI		Affected Statement of Comprehensive (Income) Loss line
	2017	2016	
Defined Benefit Plans:			
Service and interest costs	\$ 150	\$ 882	Selling, General and Administrative
Tax	—	(89)	Income Taxes
Total after tax	\$ 150	\$ 793	
Derivatives:			
Foreign currency forward contracts hedging sales	\$ (517)	\$ (4,453)	Net Sales
Foreign currency forward contracts hedging purchases	1,357	1,880	Cost of Products Sold
Total before tax	840	(2,573)	
Tax	(85)	321	Income Taxes
Total after tax	\$ 755	\$ (2,252)	

## Capital Stock

Capital stock activity for 2017, 2016 and 2015 consisted of the following (in thousands of shares):

	Common Stock Shares	Class B Shares	Treasury Shares
January 1, 2015 Balance	34,219	1,085	(3,187)
Conversion of Class B to Common	351	(351)	—
Exercise of stock options	172	—	—
Restricted stock awards	282	—	(7)
December 31, 2015 Balance	<u>35,024</u>	<u>734</u>	<u>(3,194)</u>
Conversion of Class B to Common	5	(5)	—
Exercise of stock options	1	—	—
Restricted stock awards	288	—	(32)
Purchase of treasury shares	—	—	(390)
December 31, 2016 Balance	<u>35,318</u>	<u>729</u>	<u>(3,616)</u>
Conversion of Class B to Common	723	(723)	—
Exercise of stock options	193	—	(4)
Restricted stock awards	298	—	(81)
December 31, 2017 Balance	<u>36,532</u>	<u>6</u>	<u>(3,701)</u>

Stock awards for 256,120, 110,562 and 94,781 shares were canceled in 2017, 2016 and 2015, respectively. In 2017, 2016 and 2015, dividends of \$0.05 per Common Share and \$0.045 per Class B Common Share were declared and paid, respectively.

## Charges Related to Restructuring Activities

The company's restructuring charges were primarily originally necessitated by continued declines in Medicare and Medicaid reimbursement by the U.S. government, as well as similar healthcare reimbursement pressures abroad, which negatively affect the company's customers (e.g. home health care providers) and continued pricing pressures faced by the company due to the outsourcing by competitors to lower cost locations. Restructuring decisions were also the result of reduced profitability in the NA/HME and Asia/Pacific segments. In addition, as a result of the company's transformation strategy, additional restructuring actions were incurred in 2016 and continued in 2017. The company expects any near-term cost savings from restructuring will be offset by other costs because of pressures on the business.

The company's restructuring commenced in 2011 and cumulative charges through December 31, 2017 totaled \$59,069,000. Charges for the year ended December 31, 2015 totaled \$1,971,000 including charges for severance (\$1,678,000) and charges primarily in the NA/HME segment (\$293,000) principally related to a building lease termination. Severance charges were incurred in the NA/HME segment (\$1,069,000), Europe segment (\$510,000), IPG segment (\$73,000) and Asia/Pacific segment (\$26,000) related to the elimination of certain positions as a result of general restructuring efforts. Payments for the year ended December 31, 2015 were \$3,723,000 and were funded with operating cash flows and cash on hand. The 2015 charges have been paid out.

Charges for the year ended December 31, 2016 totaled \$2,447,000 which were related to NA/HME segment (\$2,347,000) and the Asia/Pacific segment (\$100,000). In NA/HME, costs were incurred related to severance

(\$1,862,000) and lease termination costs (\$485,000). The Asia/Pacific charges were for severance costs. Payments for the year ended December 31, 2016 were \$2,992,000 and the cash payments were funded with company's cash on hand. The 2016 charges have been paid out.

Charges for the year ended December 31, 2017 totaled \$12,274,000 which were related to NA/HME segment (\$8,889,000), Europe (\$1,975,000) and the Asia/Pacific segment (\$1,410,000). In NA/HME, costs were incurred related to severance (\$8,162,000) and lease termination costs (\$727,000). The European charges were incurred related to severance (\$1,753,000) and lease termination costs (\$222,000). The Asia/Pacific charges were for severance costs. Payments for the year ended December 31, 2017 were \$10,438,000 and the cash payments were funded with company's cash on hand. The majority of the 2017 charges are expected to be paid out within twelve months.

There have been no material changes in accrued balances related to the charges, either as a result of revisions in the plans or changes in estimates. In addition, the savings anticipated as a result of the company's restructuring plans have been or are expected to be achieved, primarily resulting in reduced salary and benefit costs principally impacting Selling, General and Administrative expenses, and to a lesser extent, Costs of Products Sold. However, in general, these savings have been more than offset by the general business decline, higher regulatory and compliance costs related to quality system improvements, and more recently, higher interest expense. To date, the company's liquidity has not been materially impacted.

A progression by reporting segment of the accruals recorded as a result of the restructuring is as follows (in thousands):

	Severance	Inventory	Lease Terminations	Other	Total
December 31, 2014 Balance					
NA/HME	\$ 662	\$ —	\$ —	\$ —	\$ 662
IPG	148	—	—	—	148
Europe	421	—	—	—	421
Asia/Pacific	—	—	257	—	257
Other	2,978	—	—	—	2,978
Total	4,209	—	257	—	4,466
Charges					
NA/HME	1,069	—	292	—	1,361
IPG	73	—	—	—	73
Europe	510	—	—	—	510
Asia/Pacific	26	—	1	—	27
Total	\$ 1,678	\$ —	\$ 293	\$ —	\$ 1,971



	Severance	Inventory	Lease Terminations	Other	Total
<b>Payments</b>					
NA/HME	\$ (1,069)	\$ —	\$ (55)	\$ —	\$ (1,124)
IPG	(221)	—	—	—	(221)
Europe	(619)	—	—	—	(619)
Asia/Pacific	(26)	—	(258)	—	(284)
Other	(1,475)	—	—	—	(1,475)
Total	(3,410)	—	(313)	—	(3,723)
<b>December 31, 2015 Balance</b>					
NA/HME	662	—	237	—	899
Europe	312	—	—	—	312
Other	1,503	—	—	—	1,503
Total	2,477	—	237	—	2,714
<b>Charges</b>					
NA/HME	1,862	—	485	—	2,347
Asia/Pacific	100	—	—	—	100
Total	1,962	—	485	—	2,447
<b>Payments</b>					
NA/HME	(1,741)	—	(602)	—	(2,343)
Europe	(312)	—	—	—	(312)
Asia/Pacific	(100)	—	—	—	(100)
Other	(237)	—	—	—	(237)
Total	(2,390)	—	(602)	—	(2,992)
<b>December 31, 2016 Balance</b>					
NA/HME	783	—	120	—	903
Other	1,266	—	—	—	1,266
Total	2,049	—	120	—	2,169
<b>Charges</b>					
NA/HME	8,162	—	727	—	8,889
Europe	1,753	—	222	—	1,975
Asia/Pacific	1,410	—	—	—	1,410
Total	11,325	—	949	—	12,274
<b>Payments</b>					
NA/HME	(6,506)	—	(680)	—	(7,186)
Europe	(1,504)	—	(88)	—	(1,592)
Asia/Pacific	(1,410)	—	—	—	(1,410)
Other	(250)	—	—	—	(250)
Total	(9,670)	—	(768)	—	(10,438)
<b>December 31, 2017 Balance</b>					
NA/HME	2,439	—	167	—	2,606
Europe	249	—	134	—	383
Other	1,016	—	—	—	1,016
Total	\$ 3,704	\$ —	\$ 301	\$ —	\$ 4,005

## Income Taxes

Earnings (loss) from continuing operations before income taxes consist of the following (in thousands):

	2017	2016	2015
Domestic	\$ (96,343)	\$ (68,949)	\$ (54,812)
Foreign	30,093	39,392	43,072
	<u>\$ (66,250)</u>	<u>\$ (29,557)</u>	<u>\$ (11,740)</u>

The company has provided for income taxes (benefits) from continuing operations as follows (in thousands):

	2017	2016	2015
Current:			
Federal	\$ (125)	\$ (360)	\$ (167)
State	(437)	(115)	(150)
Foreign	15,223	12,873	11,439
	<u>14,661</u>	<u>12,398</u>	<u>11,122</u>
Deferred:			
Federal	(2,164)	—	3,222
State	—	—	318
Foreign	(2,206)	901	48
	<u>(4,370)</u>	<u>901</u>	<u>3,588</u>
Income Taxes	<u>\$ 10,291</u>	<u>\$ 13,299</u>	<u>\$ 14,710</u>

Included in the 2015 Federal current tax benefit is a benefit of \$140,000 related to an intra-period allocation to continuing operations. A charge in an equal amount is in discontinued operations.

Reduction of U.S. federal corporate tax rate: The US Tax Cuts and Jobs Act of 2017 reduces the corporate rate to 21%, effective January 1, 2018. Consequently, the company has provisionally recorded a decrease related to deferred tax assets and liabilities of \$64,440,000 and \$20,034,000, respectively, and has recorded a decrease to the valuation allowance of \$45,986,000 with a corresponding net adjustment to deferred tax benefit of \$1,580,000 for the year-ended December 31, 2017.

Deemed Repatriation Transition Tax: The Deemed Repatriation Transition tax (Transition Tax) is a tax on previously untaxed accumulated and current earnings and profit (E&P) of certain of our foreign subsidiaries. To

determine the amount of Transition Tax, a company must determine, in addition to other factors, the amount of post-1986 E&P of the relevant subsidiaries as well as the amount of non-U.S. income taxes paid on such earnings. The company believes it has an overall foreign E&P deficit and accordingly has not recorded any provisional Transition Tax obligation as of December 31, 2017. However, the company is continuing to gather additional information to more precisely compute the amount of any Transition Tax.

We determined that the provisional calculations will be finalized after the underlying timing differences and foreign earnings and profits are finalized with our 2017 federal tax return filing. Furthermore, we are still analyzing certain aspects of the US Tax Act and refining our calculations which could potentially affect the measurement of these balances or potentially give rise to new or additional deferred tax amounts.

A reconciliation to the effective income tax rate from the federal statutory rate is as follows:

	2017	2016	2015
Statutory federal income tax rate	(35.0)%	(35.0)%	(35.0)%
State and local income taxes, net of federal income tax benefit	(0.4)	(0.3)	0.9
Tax credits	(0.2)	(1.7)	(61.8)
Foreign taxes at less than the federal statutory rate (including tax holidays)	(1.3)	(7.1)	(46.1)
Federal and foreign valuation allowance	48.3	83.0	168.0
Withholding taxes	0.1	1.1	3.0
Unremitted earnings	(1.1)	5.8	(3.7)
Dividends	5.7	3.0	100.1
Life insurance	(0.1)	(0.2)	(2.7)
Foreign branch activity	(1.2)	(3.1)	(8.1)
Uncertain tax positions	0.1	(2.0)	6.7
Effects of US Tax Reform	(2.4)	—	—
Other, net	3.0	1.5	4.0
Effective federal income tax rate	<u>15.5 %</u>	<u>45.0 %</u>	<u>125.3 %</u>

At December 31, 2017, total deferred tax assets were \$168,706,000, total deferred tax liabilities were \$29,875,000 and the tax valuation allowance total was \$167,203,000 for a net deferred income tax liability of \$28,372,000 compared to total deferred tax assets of \$174,251,000, total deferred tax liabilities of \$30,512,000 and a tax valuation allowance total of \$173,981,000 for a net deferred income tax liability of \$30,242,000 at December 31, 2016.

Significant components of long-term deferred income tax assets and liabilities at December 31, 2017 and 2016 are as follows (in thousands):

	2017	2016
Bad Debt	\$ 1,237	\$ 2,952
Warranty	2,949	4,861
Other accrued expenses and reserves	1,419	1,263
Inventory	3,096	3,605
Goodwill and intangibles	(24,939)	(24,694)
Convertible debt	916	(319)
Fixed assets	(4,158)	(5,499)
Compensation and benefits	9,206	8,491
Loss and credit carryforwards	118,374	124,901
Product liability	2,375	4,044
State and local taxes	29,134	21,692
Valuation allowance	(167,203)	(173,981)
Other, net	(778)	2,442
Net Deferred Income Taxes	<u>\$ (28,372)</u>	<u>\$ (30,242)</u>

The company recorded a valuation allowance for its U.S. and certain foreign country net deferred tax assets where it is, or is projected to be in a three-year cumulative loss. The company made net payments for income taxes of \$15,377,000, \$26,663,000, and \$7,966,000 during the years ended December 31, 2017, 2016 and 2015, respectively. 2016 net tax payments included a foreign tax payment for an item currently being contested in the courts.

At December 31, 2017, the company had foreign tax loss carryforwards of approximately \$81,281,000 of which \$7,667,000 expire by 2024 and the remaining are non-expiring all of which are offset by valuation allowances. At December 31, 2017, the company also had \$659,065,000 of domestic state and local tax loss carryforwards, of which \$220,585,000 expire between 2018 and 2021, \$212,154,000 expire between 2022 and 2031 and \$226,326,000 expire after 2031. The company has a federal domestic net operating loss carryforward of \$287,138,000 which expires between 2034 and 2037 and federal tax credit carryforwards of \$34,928,000 of which \$23,290,000 expire between 2018 and 2020 and \$10,029,000 expire between 2020 and 2027, \$1,609,000 expire between 2031 and 2037.

As of December 31, 2017 and 2016, the company had a liability for uncertain tax positions, excluding interest and penalties of \$1,896,000 and \$2,337,000, respectively. The total liabilities associated with unrecognized tax benefits that, if recognized, would impact the effective tax rates were \$1,896,000 and \$2,337,000 at December 31, 2017 and 2016, respectively.

A reconciliation of the beginning and ending balance of unrecognized tax benefits is as follows (in thousands):

	<b>2017</b>	<b>2016</b>
Balance at beginning of year	\$ 3,468	\$ 9,553
Additions to:		
Positions taken during the current year	40	54
Positions taken during a prior year	49	280
Exchange rate impact	19	57
Deductions due to:		
Exchange rate impact	—	(11)
Positions taken during a prior year	(176)	(42)
Settlements with taxing authorities	—	(6,245)
Lapse of statute of limitations	(535)	(178)
Balance at end of year	<u>\$ 2,865</u>	<u>\$ 3,468</u>

The company recognizes interest and penalties associated with uncertain tax positions in income tax expense. During 2017, 2016 and 2015 the expense for interest and penalties was \$30,000, \$288,000 and \$315,000, respectively. The company had approximately \$842,000 and \$813,000 of accrued interest and penalties as of December 31, 2017 and 2016, respectively.

The company and its subsidiaries file income tax returns in the U.S. and certain foreign jurisdictions. The company is subject to U.S. federal income tax examinations for calendar years 2014 to 2017 with limited exceptions, and is subject to various U.S. state income tax examinations for 2013 to 2017. With regards to foreign income tax jurisdictions, the company is generally subject to examinations for the periods 2011 to 2017.

## Net Loss Per Common Share

The following table sets forth the computation of basic and diluted net earnings (loss) per common share.

	2017	2016	2015
	(In thousands, except per share data)		
<b>Basic</b>			
Average common shares outstanding	32,752	32,471	32,171
Net loss from continuing operations	\$ (76,541)	\$ (42,856)	\$ (26,450)
Net earnings from discontinued operations	\$ —	\$ —	\$ 260
Net loss	\$ (76,541)	\$ (42,856)	\$ (26,190)
Net loss per common share from continuing operations	\$ (2.34)	\$ (1.32)	\$ (0.82)
Net earnings per common share from discontinued operations	\$ —	\$ —	\$ 0.01
Net loss per common share	\$ (2.34)	\$ (1.32)	\$ (0.81)
<b>Diluted</b>			
Average common shares outstanding	32,752	32,471	32,171
Stock options and awards	464	119	512
Average common shares assuming dilution	33,216	32,590	32,683
Net loss from continuing operations	\$ (76,541)	\$ (42,856)	\$ (26,450)
Net earnings from discontinued operations	\$ —	\$ —	\$ 260
Net loss	\$ (76,541)	\$ (42,856)	\$ (26,190)
Net loss per common share from continuing operations *	\$ (2.34)	\$ (1.32)	\$ (0.82)
Net earnings per common share from discontinued operations	\$ —	\$ —	\$ 0.01
Net loss per common share *	\$ (2.34)	\$ (1.32)	\$ (0.81)

\* Net earnings (loss) per share assuming dilution calculated utilizing weighted average shares outstanding - basic in periods in which there is a net loss.

At December 31, 2017, 2016 and 2015, shares associated with stock options of 801,992, 1,730,707 and 1,479,912, respectively, were excluded from the average common shares assuming dilution, as they were anti-dilutive. At December 31, 2017, the majority of the anti-dilutive shares were granted at an exercise price of \$25.79, which was higher than the average fair market value price of \$13.93 for 2017. In 2016, the majority of the anti-dilutive shares were granted at an exercise price of \$25.24, which was higher than the average fair market value price of \$12.36 for 2016. In 2015, the majority of the anti-dilutive shares were granted at an exercise price of \$25.24, which was higher than the average fair market value price of \$18.51 for 2015. For the 2017, 2016 and 2015 net loss per share from continuing operations calculation, all the shares associated with stock options were anti-dilutive because of the company's loss.

For 2017 and 2016, no shares were included in the common shares assuming dilution related to the company's issued warrants as the average market price of the company stock for these periods did not exceed the strike price of the warrants.



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## Concentration of Credit Risk

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The company manufactures and distributes durable medical equipment to the home health care, retail and extended care markets. The company performs credit evaluations of its customers' financial condition. The company utilizes De Lage Landen, Inc. ("DLL"), a third-party financing company, to provide lease financing to Invacare's U.S. customers. The DLL agreement provides for direct leasing between DLL and the Invacare customer. The company retains a recourse obligation of \$1,508,000 at December 31, 2017 to DLL for events of default under the contracts, which total \$19,214,000 at December 31, 2017. *Guarantees*, ASC 460, requires the company to record a guarantee liability as it relates to the limited recourse obligation. As such, the company has recorded a liability of \$24,000 for this guarantee obligation within accrued expenses. The company's recourse is re-evaluated by DLL biannually, considers activity between the biannual dates and excludes any receivables purchased by the company from DLL. The company monitors the collections status of these contracts and has provided amounts for estimated losses in its allowances for doubtful accounts in accordance with *Receivables*, ASC 310-10-05-4. Credit losses are provided for in the financial statements.

Substantially all the company's receivables are due from health care, medical equipment providers and long-term care facilities located throughout the United States, Australia, Canada, New Zealand and Europe. A significant portion of products sold to dealers, both foreign and domestic, is ultimately funded through government reimbursement programs such as Medicare and Medicaid. The company has also seen a significant shift in reimbursement to customers from managed care entities. As a consequence, changes in these programs can have an adverse impact on dealer liquidity and profitability. In addition, reimbursement guidelines in the home health care industry have a substantial impact on the nature and type of equipment an end user can obtain as well as the timing of reimbursement and, thus, affect the product mix, pricing and payment patterns of the company's customers.

The company's top 10 customers accounted for approximately 17.7% of 2017 net sales. The loss of business of one or more of these customers may have a significant impact on the company, although no single customer accounted for more than 4.1% of the company's 2017 net sales. Providers who are part of a buying group generally make individual purchasing decisions and are invoiced directly by the company.

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## Derivatives

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ASC 815 requires companies to recognize all derivative instruments in the consolidated balance sheet as either assets or liabilities at fair value. The accounting for changes in fair value of a derivative is dependent upon whether or not the derivative has been designated and qualifies for hedge accounting treatment and the type of hedging relationship. For derivatives designated and qualifying as hedging instruments, the company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge, or a hedge of a net investment in a foreign operation.

### Cash Flow Hedging Strategy

The company uses derivative instruments in an attempt to manage its exposure to transactional foreign currency exchange risk and interest rate risk. Foreign forward exchange contracts are used to manage the price risk associated with forecasted sales denominated in foreign currencies and the price risk associated with forecasted purchases of inventory over the next twelve months.

The company recognizes its derivative instruments as assets or liabilities in the consolidated balance sheet measured at fair value. A majority of the company's derivative instruments are designated and qualify as cash flow hedges. Accordingly, the effective portion of the gain or loss on the derivative instrument is reported as a component of other comprehensive income and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The remaining gain or loss on the derivative instrument in excess of the cumulative change in the fair value of the hedged item, if any, is recognized in current earnings during the period of change.

To protect against increases/decreases in forecasted foreign currency cash flows resulting from inventory purchases/sales over the next year, the company utilizes foreign currency forward contracts to hedge portions of its forecasted purchases/sales denominated in foreign currencies. The gains and losses are included in cost of products sold and selling, general and administrative expenses on the consolidated statement of comprehensive income (loss). If it is later determined that a hedged forecasted transaction is unlikely to occur, any prospective gains or losses on the forward contracts would be recognized in earnings. The company does not expect any material amount of hedge ineffectiveness related to forward contract cash flow hedges during the next twelve months.

The company has historically not recognized any material amount of ineffectiveness related to forward contract cash flow hedges because the company generally limits its hedges to between 50% and 90% of total forecasted transactions for a given entity's exposure to currency rate changes and the transactions hedged are recurring in nature. Furthermore, the majority of the hedged transactions are related to intercompany sales and purchases for which settlement occurs on a specific day each month. Forward contracts with a total notional amount in USD of \$171,770,000 and \$228,640,000 matured during the twelve months ended December 31, 2017 and 2016, respectively.

Foreign exchange forward contracts qualifying and designated for hedge accounting treatment were as follows (in thousands USD):

	December 31, 2017		December 31, 2016	
	Notional Amount	Unrealized Net Gain (Loss)	Notional Amount	Unrealized Net Gain (Loss)
USD / AUD	\$ 3,960	\$ 44	\$ 5,841	\$ 316
USD / CAD	33,344	115	2,604	(18)
USD / CHF	—	—	370	15
USD / CNY	4,027	61	11,252	(301)
USD / EUR	72,259	(558)	60,387	1,826
USD / GBP	4,640	(124)	3,253	(75)
USD / NZD	9,300	11	9,650	(64)
USD / SEK	—	—	4,923	146
USD / MXP	6,461	(158)	6,148	(417)
EUR / AUD	—	—	506	6
EUR / GBP	32,248	(682)	14,511	(686)
EUR / NOK	4,521	68	2,503	(25)
EUR / SEK	7,732	39	—	—
EUR / NZD	2,855	(8)	3,777	16
GBP / AUD	—	—	503	34
GBP / CHF	—	—	215	(10)
GBP / SEK	—	—	1,389	(42)
CHF / DKK	—	—	595	(2)
DKK / SEK	6,453	(120)	31,978	49
NOK / CHF	—	—	1,335	(13)
NOK / SEK	—	—	2,618	21
	<u>\$ 187,800</u>	<u>\$ (1,312)</u>	<u>\$ 164,358</u>	<u>\$ 776</u>

#### Derivatives Not Qualifying or Designated for Hedge Accounting Treatment

The company utilizes foreign currency forward contracts that are not designated as hedges in accordance with ASC 815. These contracts are entered into to eliminate the risk associated with the settlement of short-term intercompany trading receivables and payables between Invacare Corporation and its foreign subsidiaries. The currency forward contracts are entered into at the same time as the intercompany receivables or payables are created so that upon settlement, the gain/loss on the settlement is offset by the gain/loss on the foreign currency forward contract. No material net gain or loss was realized by the company in 2017 or 2016 related to these contracts and the associated short-term intercompany trading receivables and payables.

Foreign exchange forward contracts not qualifying or designated for hedge accounting treatment entered into in 2017 and 2016, respectively, and outstanding were as follows (in thousands USD):

	December 31, 2017		December 31, 2016	
	Notional Amount	Gain (Loss)	Notional Amount	Gain (Loss)
AUD / USD	\$ 2,750	\$ (77)	\$ 5,800	\$ 204
CNY / USD	—	—	5,556	(24)
NZD / USD	3,300	(53)	—	—
EUR / AUD	4,000	43	—	—
NZD / AUD	3,600	9	3,264	15
	<u>\$ 13,650</u>	<u>\$ (78)</u>	<u>\$ 14,620</u>	<u>\$ 195</u>

The fair values of the company's derivative instruments were as follows (in thousands):

	December 31, 2017		December 31, 2016	
	Assets	Liabilities	Assets	Liabilities
<u>Derivatives designated as hedging instruments under ASC 815</u>				
Foreign currency forward exchange contracts	\$ 678	\$ 1,990	\$ 2,535	\$ 1,759
<u>Derivatives not designated as hedging instruments under ASC 815</u>				
Foreign currency forward exchange contracts	52	130	219	24
	<u>\$ 730</u>	<u>\$ 2,120</u>	<u>\$ 2,754</u>	<u>\$ 1,783</u>

The fair values of the company's foreign currency forward assets and liabilities are included in Other Current Assets and Accrued Expenses, respectively in the Consolidated Balance Sheets.

The effect of derivative instruments on the Statement of Operations and Other Comprehensive Income (OCI) was as follows, net of tax (in thousands):

	Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)	Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Recognized in Income on Derivatives (Ineffective Portion and Amount Excluded from Effectiveness Testing)
<b>Derivatives (foreign currency forward exchange contracts) in ASC 815 cash flow hedge relationships</b>			
Year ended December 31, 2017	\$ (2,737)	\$ (755)	\$ (94)
Year ended December 31, 2016	\$ 989	\$ 2,252	\$ 40
<b>Derivatives (foreign currency forward exchange contracts) not designated as hedging instruments under ASC 815</b>			
Year ended December 31, 2017	\$ (78)		
Year ended December 31, 2016	\$ 195		

The gains or losses recognized as the result of the settlement of cash flow hedge foreign currency forward contracts are recognized in net sales for hedges of inventory sales or cost of product sold for hedges of inventory purchases. In 2017, net sales were increased by \$517,000 and cost of product sold was increased by \$1,357,000 for a net realized loss of \$840,000. In 2016, net sales were increased by \$4,453,000 and cost of product sold was increased by \$1,880,000 for a net realized gain of \$2,573,000. In 2015, net sales were decreased by \$2,778,000 and cost of product sold was decreased by \$3,890,000 for a net realized gain of \$1,112,000.

A loss of \$78,000 in 2017, a gain of \$195,000 in 2016 and a loss of \$54,000 in 2015 were recognized in selling, general and administrative (SG&A) expenses related to forward contracts not designated as hedging instruments that were entered into to offset gains/losses that were also recorded in SG&A expenses on intercompany trade receivables or payables. The gains/losses on the non-designated hedging instruments were substantially offset by gains/losses on intercompany trade payables.

The company's derivative agreements provide the counterparties with a right of set off in the event of a default that would enable the counterparty to offset any net payment due by the counterparty to the company under the applicable agreement by any amount due by the company to the counterparty under any other agreement. For example, the terms of the agreement would permit a counterparty to a derivative contract that is also a lender under the company's Credit Agreement to reduce any derivative settlement amounts owed to the company under the derivative contract by any amounts owed to the counterparty by the company under the Credit Agreement. In addition, the agreements contain cross-default provisions that could trigger a default by the company under the agreement in the event of a default by the company under another agreement with the same

The fair values of the outstanding convertible note derivatives as of December 31, 2017 and their effect on the Statement of Comprehensive Income (Loss) were as follows (in thousands):

	Fair Value December 31, 2017	Gain (Loss)	
		Twelve Months Ended	
		December 31, 2017	December 31, 2016
Convertible 2021 debt conversion long-term liability	\$ (53,154)	\$ (22,446)	\$ 3,772
Convertible 2022 debt conversion long-term liability	(53,414)	(24,555)	—
Convertible 2021 note hedge long-term asset	46,915	21,444	(2,504)
Convertible 2022 note hedge long-term asset	46,680	21,900	—
Net fair value and net gains (losses) on convertible debt derivatives	\$ (12,973)	\$ (3,657)	\$ 1,268

The 2021 and 2022 convertible debt conversion liability amounts and the 2021 and 2022 note hedge asset amounts are included in Other Long-Term Obligations and Other Long-Term Assets, respectively, in the company's Consolidated Balance Sheets.

counterparty. The company does not present any derivatives on a net basis in its financial statements, other than the conversion and bond hedge derivatives which are presented net on the Consolidated Statement of Comprehensive Income (Loss), and all derivative balances presented are subject to provisions that are similar to master netting agreements.

During the first quarter of 2016, the company entered into privately negotiated convertible note hedges and related warrants in connection with its sale of \$150,000,000 in aggregate principal amount of the company's 5.00% Convertible Senior Notes due 2021. The 2021 warrants, which increased paid in capital by \$12,376,000, are clearly and closely related to the convertible notes and thus classified as equity. The convertible note hedge asset and convertible debt conversion liability were recorded, based on initial fair values, as an asset of \$27,975,000 and a liability of \$34,480,000, respectively, and these fair values are updated quarterly with the offset to the income statement. See "Long-Term Debt" in the notes to the Consolidated Financial Statements included elsewhere in this report for more detail.

During the second quarter of 2017, the company entered into privately negotiated convertible 2022 note hedges and warrants in connection with its sale of \$120,000,000 in aggregate principal amount of the company's 4.50% Convertible Senior Notes due 2022. The 2022 warrants, which increased paid in capital by \$14,100,000, are clearly and closely related to the convertible 2022 notes and thus classified as equity. The 2022 note hedge assets and 2022 convertible debt conversion liability were recorded, based on initial fair values, as an asset of \$24,780,000 and a liability of \$28,859,000, respectively, and these fair values are updated quarterly with the offset to the income statement. See "Long-Term Debt" in the notes to the Consolidated Financial Statements included elsewhere in this report for more detail.

## Fair Values

Pursuant to ASC 820, the inputs used to derive the fair value of assets and liabilities are analyzed and assigned a level I, II or III priority, with level I being the highest and level III being the lowest in the hierarchy. Level I inputs are quoted prices in active markets for identical assets or liabilities. Level II inputs are quoted prices for similar assets

or liabilities in active markets: quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets. Level III inputs are based on valuations derived from valuation techniques in which one or more significant inputs are unobservable.

The following table provides a summary of the company's assets and liabilities that are measured on a recurring basis (in thousands):

	<b>Basis for Fair Value Measurements at Reporting Date</b>		
	<b>Quoted Prices in Active Markets for Identical Assets / (Liabilities)</b>	<b>Significant Other Observable Inputs</b>	<b>Significant Other Unobservable Inputs</b>
	<b>Level I</b>	<b>Level II</b>	<b>Level III</b>
<b>December 31, 2017</b>			
Forward Exchange Contracts—net	—	\$ (1,390)	—
Convertible 2021 debt conversion liability	—	(53,154)	—
Convertible 2021 note hedge asset	—	46,915	—
Convertible 2022 debt conversion liability	—	(53,414)	—
Convertible 2022 note hedge asset	—	46,680	—
<b>December 31, 2016</b>			
Forward Exchange Contracts—net	—	\$ 971	—
Convertible 2021 debt conversion liability	—	(30,708)	—
Convertible 2021 note hedge asset	—	25,471	—

The carrying and fair values of the company's financial instruments at December 31, 2017 and 2016 are as follows (in thousands):

	<b>2017</b>		<b>2016</b>	
	<b>Carrying Value</b>	<b>Fair Value</b>	<b>Carrying Value</b>	<b>Fair Value</b>
Cash and cash equivalents	\$ 176,528	\$ 176,528	\$ 124,234	\$ 124,234
Other investments	103	103	108	108
Installment receivables, net of reserves	1,809	1,809	1,834	1,834
Long-term debt (including current maturities of long-term debt) *	(243,445)	(294,173)	(161,349)	(164,900)
Convertible 2021 debt conversion liability in Other Long-Term Obligations	(53,154)	(53,154)	(30,708)	(30,708)
Convertible 2021 note hedge in Other Long-Term Assets	46,915	46,915	25,471	25,471
Convertible 2022 debt conversion liability in Other Long-Term Obligations	(53,414)	(53,414)	—	—
Convertible 2022 note hedge in Other Long-Term Assets	46,680	46,680	—	—
Forward contracts in other current assets	730	730	2,754	2,754
Forward contracts in accrued expenses	(2,120)	(2,120)	(1,783)	(1,783)

\* The company's long-term debt is shown net of discount and fees associated with the Convertible Senior Notes due 2021 and 2022 on the company's consolidated balance sheet. Accordingly, the fair values of the Convertible Senior Notes due 2021 and 2022 are included in the long-term debt presented in this table is also shown net of the discount and fees.



The company, in estimating its fair value disclosures for financial instruments, used the following methods and assumptions:

*Cash, cash equivalents:* The carrying amount reported in the balance sheet for cash, cash equivalents equals its fair value.

*Other investments:* The company has an investment in a limited partnership, which is accounted for using the cost method, adjusted for any estimated declines in value. The investment was acquired in a private placement and there is no quoted market price or stated rate of return. The company does not have the ability to easily sell the investment. The company completes an evaluation of the residual value related to such investments in the fourth quarter of each year. No impairment was recognized in 2017, 2016 or 2015.

*Installment receivables:* The carrying amount reported in the balance sheet for installment receivables approximates its fair value. The interest rates associated with these receivables have not varied significantly since inception. Management believes that after consideration of the credit risk, the net book value of the installment receivables approximates market value.

*Long-term debt:* Fair value for the company's convertible debt is based on quoted market-based estimates as of the end of the year, while the revolving credit facility fair value is based upon an estimate of the market for similar borrowing arrangements. The fair values are deemed to be categorized as Level 2 in the fair value hierarchy.

*Convertible debt derivatives:* The fair values for the convertible debt conversion liability and note hedge asset derivatives are based on valuation models in which all the significant inputs are observable in active markets.

*Forward Contracts:* The company operates internationally, and as a result, is exposed to foreign currency fluctuations. Specifically, the exposure includes intercompany loans and third-party sales or payments. In an attempt to reduce this exposure, foreign currency forward contracts are utilized and accounted for as hedging instruments. The forward contracts are used to hedge the following currencies: AUD, CAD, CHF, CNY, DKK, EUR, GBP, MXP, NOK, NZD, SEK and USD. The company does not use derivative financial instruments for speculative purposes. Fair values for the company's foreign exchange forward contracts are based on quoted market prices for contracts with similar maturities. The company's forward contracts are included in Other Current Assets or Accrued Expenses in the Consolidated Balance Sheets.

The gains and losses that result from the majority of the forward contracts are deferred and recognized when the offsetting gains and losses for the identified transactions are recognized. The company recognized a net loss of \$840,000

in 2017 compared to gains of \$2,573,000 and \$1,112,000 in 2016 and 2015, respectively, related to ASC 815 designated derivatives. Gains or losses recognized as the result of the settlement of forward contracts are recognized in cost of products sold for hedges of inventory transactions, sales for hedges of forecasted sales or selling, general and administrative expenses for other hedged transactions.

*Intangibles and Goodwill:* Under *Intangibles—Goodwill and Other*, ASC 350, goodwill and intangible assets deemed to have indefinite lives are subject to annual impairment tests. Furthermore, goodwill and other long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. To review goodwill for impairment in accordance with ASC 350, the company first estimates the fair value of each reporting unit and compares the calculated fair value to the carrying value of each reporting unit. A reporting unit is defined as an operating segment or one level below. The company has determined that its reporting units are the same as its operating segments.

The company completes its annual impairment tests in the fourth quarter of each year. To estimate the fair values of the reporting units, the company utilizes a discounted cash flow method model in which the company forecasts income statement and balance sheet amounts based on assumptions regarding future sales growth, profitability, inventory turns, days' sales outstanding, etc. to forecast future cash flows. The cash flows are discounted using a weighted average cost of capital discount rate where the cost of debt is based on quoted rates for 20-year debt of companies of similar credit risk and the cost of equity is based upon the 20-year treasury rate for the risk-free rate, a market risk premium, the industry average beta, a small cap stock adjustment and reporting unit specific risk premiums as deemed appropriate. The discount rates used have a significant impact upon the discounted cash flow methodology utilized in the company's annual impairment testing as higher discount rates decrease the fair value estimates. The assumptions used are based on a market participant view and yielded a discount rate of 9.07% in 2017 for the company's annual impairment analysis for the reporting units with goodwill compared to 8.67% in 2016 and 9.41% in 2015.

The company also utilizes an Enterprise Value (EV) to EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) Method to compute the fair value of its reporting units which considers potential acquirers and their EV to EBITDA multiples adjusted by an estimated premium. While more weight is given to the discounted cash flow method, the EV to EBITDA Method does provide corroborative evidence of the reasonableness of the discounted cash flow method results.

While there was no indication of impairment in 2017 related to goodwill for the Europe or IPG segments, a future potential impairment is possible for any of the company's segments should actual results differ materially from forecasted results used in the valuation analysis. Furthermore, the company's annual valuation of goodwill can differ materially if the market inputs used to determine the discount rate change significantly. For instance, higher interest rates or greater stock price volatility would increase the discount rate and thus increase the chance of impairment. In consideration of this potential, the company reviewed the results if the discount rate used were 100 basis points higher for the 2017 impairment analysis and determined that there still would not be any indicator of potential impairment for the reporting units with goodwill, which are Europe and IPG.

During 2017, the company recognized an intangible impairment charge in the IPG segment of \$320,000 (\$237,000 after-tax) related to a trademark with an indefinite life. The fair value of the trademark was calculated using a relief from royalty payment methodology which requires applying an estimated market royalty rate to forecasted net sales and discounting the resulting cash flows to determine fair value.

The fair values of the company's intangible assets were calculated using inputs that are not observable in the market and included management's own estimates regarding the assumptions that market participants would use and thus these inputs are deemed Level III inputs in regards to the fair value hierarchy.

## Business Segments

The company operates in four primary business segments: North America/Home Medical Equipment (NA/HME), Institutional Products Group (IPG), Europe and Asia/Pacific. The NA/HME segment sells each of the three primary product lines, which includes: lifestyle, mobility and seating, and respiratory therapy products. IPG sells, and rented prior to the disposition of the rentals businesses, long-term care medical equipment, health care furnishings and accessory products. Europe and Asia/Pacific sell product lines similar to NA/HME and IPG. The accounting policies of each segment are the same as those described in the summary of significant accounting policies for the company's consolidated financial statements. Intersegment sales and transfers are based on the costs to manufacture plus a reasonable profit element.

Segment performance is measured and resources are allocated based on a number of factors, with the primary profit or loss measure being segment operating profit (loss). Segment operating profit (loss) represents net sales less cost of products sold less selling general and administrative expenses. Segment operating profit (loss) excludes unallocated corporate general and administrative expenses not allocated to the segments and intersegment sales and

profit eliminations, which are included in All Other. In addition, segment operating profit (loss) further excludes charges related to restructuring activities, asset impairments and gain on sale of business (as applicable). The previous performance measure was earnings before income taxes. With the issuance of convertible debt during 2016, this performance measure has not been utilized by the Chief Operating Decision Maker (CODM) as the interest expense incurred by the company is related to the company's financing decision to issue convertible debt as compared to the operating decisions resulting from allocation of resources and segment operating income performance. In addition, in 2016, the company included an operating income line on the consolidated statement of comprehensive income (loss) to emphasize the CODM's emphasis on operating income (loss).

As noted, this performance measure, segment operating income (loss), is used by the CODM for purposes of making decisions about allocating resources to a segment and assessing its performance. In addition, this metric is reviewed by the company's Board of Directors regarding segment performance and is a key metric in the performance management assessment of the company's employees.

The information by segment is as follows (in thousands):

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Revenues from external customers			
Europe (1)	\$ 535,326	\$ 534,801	\$ 535,372
NA/HME (1)	320,818	402,914	475,287
Institutional Products Group	59,472	64,413	87,137
Asia/Pacific	50,881	45,346	44,542
Consolidated	<u>\$ 966,497</u>	<u>\$ 1,047,474</u>	<u>\$ 1,142,338</u>
Intersegment revenues			
Europe	\$ 13,815	\$ 14,182	\$ 9,958
NA/HME	82,716	96,750	111,321
Institutional Products Group	2,083	2,885	997
Asia/Pacific	15,312	19,366	20,661
Consolidated	<u>\$ 113,926</u>	<u>\$ 133,183</u>	<u>\$ 142,937</u>
Depreciation and amortization			
Europe	\$ 7,446	\$ 7,038	\$ 7,176
NA/HME (2)	5,452	5,956	7,556
Institutional Products Group	293	254	1,980
Asia/Pacific	1,420	1,349	1,463
All Other (3)	20	38	29
Consolidated (2)	<u>\$ 14,631</u>	<u>\$ 14,635</u>	<u>\$ 18,204</u>

	2017	2016	2015
Net interest expense (income)			
Europe	\$ 229	\$ 197	\$ (444)
NA/HME (2)	21,729	15,119	3,305
Institutional Products Group	277	191	1,028
Asia/Pacific	199	103	82
Consolidated (2)	<u>\$ 22,434</u>	<u>\$ 15,610</u>	<u>\$ 3,971</u>
Operating income (loss)			
Europe (1)	\$ 33,160	\$ 34,122	\$ 39,869
NA/HME (1)	(42,831)	(37,876)	(29,320)
Institutional Products Group	5,839	5,693	7,834
Asia/Pacific	(27)	(1,436)	(3,493)
All Other (3)	(23,706)	(20,657)	(20,712)
Charge related to restructuring activities	(12,274)	(2,447)	(1,971)
Gains on sale of businesses	—	7,386	24
Asset write-off	(320)	—	—
Consolidated operating loss	<u>(40,159)</u>	<u>(15,215)</u>	<u>(7,769)</u>
Net gain (loss) on convertible derivatives	(3,657)	1,268	—
Net Interest expense	(22,434)	(15,610)	(3,971)
Loss from continuing operations before income taxes	<u>\$ (66,250)</u>	<u>\$ (29,557)</u>	<u>\$ (11,740)</u>
Assets			
Europe	\$ 646,085	\$ 572,427	\$ 555,867
NA/HME (4)	349,137	265,092	205,724
Institutional Products Group	38,884	38,657	38,730
Asia/Pacific	29,922	25,703	24,421
All Other	2,005	1,864	1,752
Assets Held for Sale (4)	—	—	11,649
Consolidated	<u>\$ 1,066,033</u>	<u>\$ 903,743</u>	<u>\$ 838,143</u>
Long-lived assets			
Europe	\$ 430,998	\$ 388,692	\$ 391,505
NA/HME	142,238	70,585	49,169
Institutional Products Group	31,340	30,603	30,278
Asia/Pacific	2,538	2,927	3,140
All Other	2,005	1,864	1,752
Consolidated	<u>\$ 609,119</u>	<u>\$ 494,671</u>	<u>\$ 475,844</u>
Expenditures for assets			
Europe	\$ 5,819	\$ 5,552	\$ 5,038
NA/HME	7,702	3,426	1,252
Institutional Products Group	53	58	212
Asia/Pacific	995	1,115	969
All Other	—	—	51
Consolidated	<u>\$ 14,569</u>	<u>\$ 10,151</u>	<u>\$ 7,522</u>

- (1) During the first quarter of 2017, a subsidiary, formerly included in the Europe segment, was transferred to the NA/HME segment as the subsidiary is managed by the NA/HME segment manager effective January 1, 2017. This revision increased revenues from external customers by \$5,212,000 and \$1,091,000 and increased operating loss by \$128,000 and \$75,000 for

the twelve months ended December 31, 2016 and December 31, 2015, respectively, for NA/HME with an offsetting impact on Europe. Other items were also revised by immaterial amounts for 2016 and 2015 to conform with 2017 presentation.

- (2) Revised 2015 for reclass of debt fees from depreciation and amortization to net interest expense with adoption of ASU 2015-03.
- (3) Consists of un-allocated corporate SG&A costs and intercompany profits, which do not meet the quantitative criteria for determining reportable segments.
- (4) Revised 2015 for GCM sale on September 30, 2016 and classified as assets held for sale.

Net sales by product, are as follows (in thousands):

	<u>2017</u>	<u>2016</u>	<u>2015</u>
<b>Europe</b>			
Lifestyle	\$ 266,290	\$ 274,684	\$ 275,932
Mobility and Seating	225,909	209,501	207,639
Respiratory Therapy	26,261	35,030	36,373
Other(1)	16,866	15,586	15,428
	<u>\$ 535,326</u>	<u>\$ 534,801</u>	<u>\$ 535,372</u>
<b>NA/HME</b>			
Lifestyle	\$ 126,308	\$ 173,301	\$ 222,944
Mobility and Seating	114,087	121,934	118,323
Respiratory Therapy	78,666	104,631	130,349
Other(1)	1,757	3,048	3,671
	<u>\$ 320,818</u>	<u>\$ 402,914</u>	<u>\$ 475,287</u>
<b>Institutional Products Group</b>			
Continuing Care	\$ 59,472	\$ 64,413	\$ 87,137
<b>Asia/Pacific</b>			
Mobility and Seating	\$ 29,096	\$ 25,254	\$ 25,655
Lifestyle	10,402	10,161	10,277
Continuing Care	3,601	3,521	3,115
Respiratory Therapy	1,640	1,244	807
Other(1)	6,142	5,166	4,688
	<u>\$ 50,881</u>	<u>\$ 45,346</u>	<u>\$ 44,542</u>
<b>Total Consolidated</b>	<u>\$ 966,497</u>	<u>\$ 1,047,474</u>	<u>\$ 1,142,338</u>

- (1) Includes various services, including repair services, equipment rentals and external contracting.

No single customer accounted for more than 4.1% of the company's sales.

## Contingencies

### General

In the ordinary course of its business, the company is a defendant in a number of lawsuits, primarily product liability actions in which various plaintiffs seek damages for injuries allegedly caused by defective products. All the product liability lawsuits that the company faces in the United States have been referred to the company's captive insurance company and/or excess insurance carriers while all non-U.S. lawsuits have been referred to the company's commercial insurance carriers. All such lawsuits are generally contested vigorously. The coverage territory of the company's insurance is worldwide with the exception of those countries with respect to which, at the time the product is sold for use or at the time a claim is made, the U.S. government has suspended or prohibited diplomatic or trade relations. The amount recorded for identified contingent liabilities is based on estimates. Amounts recorded are reviewed periodically and adjusted to reflect additional technical and legal information that becomes available. Actual costs to be incurred in future periods may vary from the estimates, given the inherent uncertainties in evaluating certain exposures.

As a medical device manufacturer, the company is subject to extensive government regulation, including numerous laws directed at preventing fraud and abuse and laws regulating reimbursement under various government programs. The marketing, invoicing, documenting, developing, testing, manufacturing, labeling, promoting, distributing and other practices of health care suppliers and medical device manufacturers are all subject to government scrutiny. Most of the company's facilities are subject to inspection at any time by the FDA or similar medical device regulatory agencies in other jurisdictions. Violations of law or regulations can result in administrative, civil and criminal penalties and sanctions, which could have a material adverse effect on the company's business.

### Medical Device Regulatory Matters

The FDA in the United States and comparable medical device regulatory authorities in other jurisdictions regulate virtually all aspects of the marketing, invoicing, documenting, development, testing, manufacturing, labeling, promotion, distribution and other practices regarding medical devices. The company and its products are subject to the laws and regulations of the FDA and other regulatory bodies in the various jurisdictions where the company's products are manufactured or sold. The company's failure to comply with the regulatory requirements of the FDA and other applicable medical device regulatory requirements can subject the company to administrative or judicially imposed sanctions or enforcement actions. These sanctions include injunctions, consent decrees, warning letters, civil

penalties, criminal penalties, product seizure or detention, product recalls and total or partial suspension of production.

In December 2012, the company became subject to a consent decree of injunction filed by FDA with respect to the company's Corporate facility and its Taylor Street manufacturing facility in Elyria, Ohio. The consent decree initially limited the company's (i) manufacture and distribution of power and manual wheelchairs, wheelchair components and wheelchair sub-assemblies at or from its Taylor Street manufacturing facility, except in verified cases of medical necessity, (ii) design activities related to wheelchairs and power beds that take place at the impacted Elyria facilities and (iii) replacement, service and repair of products already in use from the Taylor Street manufacturing facility. Under the terms of the consent decree, in order to resume full operations, the company had to successfully complete independent, third-party expert certification audits at the impacted Elyria facilities, comprised of three distinct certification reports separately submitted to, and subject accepted by, FDA; submit its own report to the FDA; and successfully complete a reinspection by FDA of the company's Corporate and Taylor Street facilities.

On July 24, 2017, following its June 2017 reinspection of the Corporate and Taylor Street facilities, FDA notified the company that it is in substantial compliance with the QSR and, at that time, the company was permitted to resume full operations at those facilities including the resumption of unrestricted sales of products made in those facilities.

The consent decree will continue in effect for a minimum of five years from July 24, 2017, during which time the company's Corporate and Taylor Street facilities must complete to two semi-annual and then four annual audits performed by a company-retained expert firm. The expert audit firm will determine whether the facilities remain in continuous compliance with the FDA Act, FDA regulations and the terms of the consent decree. The FDA has the authority to inspect these facilities and any other FDA registered facility, at any time.

The FDA has continued to actively inspect the company's facilities, other than through the processes established under the consent decree. The FDA has informed the company of further upcoming inspections to its facilities, and the company believes that additional inspections beyond those for which it has been notified will likely occur in the near future. The company expects that the FDA will, from time to time, inspect substantially all the company's domestic and foreign FDA-registered facilities. Recent inspections for which follow-up remains ongoing are summarized in the following paragraphs.



In June 2017, FDA inspected the company's Corporate and Taylor Street facilities in connection with the consent decree, as described above, and issued an inspectional observation on Form 483. The company submitted its response to the agency in a timely manner. On July 24, 2017, the FDA notified the company that it was in substantial compliance with the QSR and that it was permitted to resume full operations at those facilities.

In September 2017, Alber GmbH, a wholly owned subsidiary of the company, received a warning letter from the FDA. The warning letter required completion of corrective actions to address FDA Form 483 observations issued following an inspection of Alber's facility in Albstadt, Germany in May 2017. As a consequence of the warning letter, all Alber devices could not be imported into the United States until all findings were corrected to FDA's satisfaction. On January 3, 2018, FDA notified the company that Alber's responses to the warning letter were adequate, and that FDA had as of that date, removed the import suspension. FDA is expected to conduct a follow-up inspection of Alber's facility in Q2 2018 and the warning letter cannot be fully resolved until successful completion of the inspection. The company cannot predict the timing or the outcome of such inspection.

In October 2017, FDA inspected the Corporate and Taylor Street facilities to investigate an anonymous complaint concerning one of the company's company's Verification of Medical Necessity documents under the consent decree. There were no Form 483 issued by FDA at the conclusion of the inspection.

In November 2017, FDA inspected the company's facility in Pinellas Park, Florida and issued its observations on Form 483, one of which was annotated as corrected and verified at the conclusion of the inspection. The company has submitted its response to the agency in a timely manner.

In November 2017, the FDA inspected the company's facility in Sanford, Florida and issued its observations on Form 483, and the company submitted its response to the agency in a timely manner. The Sanford facility is the subject of a warning letter from the FDA issued in December 2010 related to quality systems processes and procedures and the company continues to work on addressing the FDA's citations.

In November 2017, the FDA inspected the company's facility in Porta Westfalica, Germany, and there were no inspectional observations issued at the end of the inspection.

In December 2017, the California Department of Public Health, on behalf of FDA, inspected the company's facility in Simi Valley, California and there were no inspectional observations issued at the end of the inspection.

The results of regulatory claims, proceedings, investigations, or litigation are difficult to predict. An unfavorable resolution or outcome of any FDA warning letters or inspectional observations, or other FDA enforcement related to company facilities, could materially and adversely affect the company's business, financial condition, and results of operations.

The limitations previously imposed by the FDA consent decree negatively affected net sales in the NA/HME segment and, to a certain extent, the Asia/Pacific segment beginning in 2012. The limitations led to delays in new product introductions. Further, uncertainty regarding how long the limitations would be in effect limited the company's ability to renegotiate and bid on certain customer contracts and otherwise led to a decline in customer orders.

Although the company has been permitted to resume full operations at the Corporate and Taylor Street facilities, the negative effect of the consent decree on customer orders and net sales in the NA/HME and Asia/Pacific segments has been considerable, and it is uncertain as to whether, or how quickly, the company will be able to rebuild net sales to more typical historical levels, irrespective of market conditions. Accordingly, when compared to the company's 2010 results, the previous limitations in the consent decree had, and likely may continue to have, a material adverse effect on the company's business, financial condition and results of operations.

Separately, net sales in the NA/HME segment have likely been impacted by uncertainty on the part of the company's customers as they coped with prepayment reviews and post-payment audits by the Centers for Medicare and Medicaid Services ("CMS") and the impact of the National Competitive Bidding ("NCB") process. In addition, net sales in the NA/HME segment have and may continue to decline as a result of the company's strategic focus away from lower margin, less differentiated products as the company becomes more focused on its clinically complex products.

#### Warranty Matters

The company's warranty reserves are subject to adjustment in future periods based on historical analysis of warranty claims and as new developments occur that may change the company's estimates related to specific product recalls. See Current Liabilities in the Notes to the Consolidated Financial Statements for the total provision amounts and a reconciliation of the changes in the warranty accrual.

Any of the above contingencies could have an adverse impact on the company's financial condition or results of operations.

## Interim Financial Information

(In thousands, except per share data - unaudited)

	QUARTER ENDED			
	March 31,	June 30,	September 30,	December 31,
<b>2017</b>				
Net sales	\$ 231,723	\$ 233,517	\$ 250,906	\$ 250,351
Gross profit	65,145	65,022	70,740	68,344
Loss before income taxes	(14,180)	(21,333)	(15,141)	(15,596)
Net loss	(16,780)	(23,508)	(18,591)	(17,662)
Net loss per share—basic	(0.52)	(0.72)	(0.57)	(0.54)
Net loss per share—assuming dilution *	(0.52)	(0.72)	(0.57)	(0.54)
<b>2016</b>				
Net sales	\$ 257,552	\$ 275,037	\$ 268,145	\$ 246,740
Gross profit	67,860	73,595	73,442	68,730
Loss from before income taxes	(6,791)	(9,630)	(595)	(12,541)
Net loss	(8,616)	(11,580)	(5,020)	(17,640)
Net loss per share—basic	(0.27)	(0.36)	(0.15)	(0.54)
Net loss per share—assuming dilution *	(0.27)	(0.36)	(0.15)	(0.54)

\* Net earnings (loss) per share assuming dilution calculated utilizing weighted average shares outstanding - basic in periods in which there is a net loss.

The description of significant items affecting continuing operations for each quarter presented are detailed below.

Loss and loss per share for the quarter ended March 31, 2017 reflects restructuring charges of \$3,283,000 (\$3,166,000 after tax or \$0.10 per share assuming dilution) and net gain on convertible debt derivatives of \$901,000 (\$901,000 after tax or \$0.03 per share assuming dilution).

Loss and loss per share for the quarter ended June 30, 2017 reflects restructuring charges of \$4,987,000 (\$4,939,000 after tax or \$0.15 per share assuming dilution) and net loss on convertible debt derivatives of \$1,051,000 (\$1,051,000 after tax or \$0.03 per share assuming dilution).

Loss and loss per share for the quarter ended September 30, 2017 reflects restructuring charges of \$703,000 (\$604,000 after tax or \$0.02 per share assuming dilution) and net loss on convertible debt derivatives of \$2,550,000 (\$2,550,000 after tax or \$0.08 per share assuming dilution).

Loss and loss per share for the quarter ended December 31, 2017 reflects restructuring charges of \$3,301,000 pre-tax (\$3,163,000 after tax or \$0.10 per share assuming dilution), net loss on convertible debt derivatives of \$957,000 (\$957,000 after tax or \$0.03 per share assuming dilution), an intangible asset impairment of \$320,000 (\$237,000 after-tax expense or \$0.01 per share assuming dilution) and a non-cash tax benefit of \$1,580,000 (\$0.05 per share assuming dilution) related to the revaluation of net deferred tax liabilities as a result of the new U.S. tax reform legislation.

Loss and loss per share for the quarter ended March 31, 2016 reflects recall warranty expense of \$1,220,000 (\$1,220,000 after tax or \$0.04 per share assuming dilution), restructuring charges of \$102,000 (\$102,000 after tax or \$0.00 per share assuming dilution) and net gain on convertible debt derivatives of \$604,000 (\$604,000 after tax or \$0.02 per share assuming dilution).

Loss and loss per share for the quarter ended June 30, 2016 reflects recall warranty expense of \$1,670,000 (\$1,670,000 after tax or \$0.05 per share assuming dilution), restructuring charges of \$689,000 (\$689,000 after tax or \$0.02 per share assuming dilution) and net gain on convertible debt derivatives of \$486,000 (\$486,000 after tax or \$0.02 per share assuming dilution).

Loss and loss per share for the quarter ended September 30, 2016 reflects a gain on the sale of Garden City Medical, Inc. of \$7,386,000 (\$7,386,000 after tax or \$0.23 per share assuming dilution), restructuring charges of \$508,000 (\$508,000 after tax or \$0.02 per share assuming dilution) and net gain on convertible debt derivatives of \$1,192,000 (\$1,192,000 after tax or \$0.04 per share assuming dilution).

Loss and loss per share for the quarter ended December 31, 2016 reflects restructuring charges of \$1,148,000 pre-tax (\$1,148,000 after tax or \$0.04 per share assuming dilution) and net loss on convertible debt derivatives of \$1,014,000 (\$1,014,000 after tax or \$0.03 per share assuming dilution).

## SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS

	<u>COL A.</u>		<u>COL B.</u>		<u>COL C.</u>		<u>COL D.</u>
	<b>Balance At Beginning of Period</b>		<b>Charged To Cost And Expenses</b>		<b>Additions (Deductions) Describe</b>		<b>Balance At End of Period</b>
(In thousands)							
<b>Year Ended December 31, 2017</b>							
Deducted from asset accounts—							
Allowance for doubtful accounts	\$ 9,754	\$	2,042	\$	(4,039) (A)	\$	7,757
Inventory obsolescence reserve	17,795		4,922		(3,714) (B)		19,003
Tax valuation allowances	173,981		(9,203)		2,425 (D)		167,203
Accrued warranty cost	23,302		11,083		(11,917) (B)		22,468
Accrued product liability	20,611		5,062		(9,193) (C)		16,480
<b>Year Ended December 31, 2016</b>							
Deducted from asset accounts—							
Allowance for doubtful accounts	\$ 12,518	\$	1,059	\$	(3,823) (A)	\$	9,754
Inventory obsolescence reserve	16,664		4,631		(3,500) (B)		17,795
Tax valuation allowances	151,972		23,478		(1,469) (D)		173,981
Accrued warranty cost	22,820		15,943		(15,461) (B)		23,302
Accrued product liability	17,709		9,169		(6,267) (C)		20,611
<b>Year Ended December 31, 2015</b>							
Deducted from asset accounts—							
Allowance for doubtful accounts	\$ 16,873	\$	754	\$	(5,109) (A)	\$	12,518
Inventory obsolescence reserve	17,575		5,054		(5,965) (B)		16,664
Tax valuation allowances	133,912		19,717		(1,657) (D)		151,972
Accrued warranty cost	30,738		9,899		(17,817) (B)		22,820
Accrued product liability	23,194		3,738		(9,223) (C)		17,709

Note (A)—Uncollectible accounts written off, net of recoveries.

Note (B)—Amounts written off or payments incurred.

Note (C)—Loss and loss adjustment.

Note (D)—Other activity not affecting federal or foreign tax expense.

## AGREEMENT

This AGREEMENT (“Agreement”), is made as of the 31st day of December, 2008, between INVACARE CORPORATION, an Ohio corporation (“Invacare”), and Anthony C. LaPlaca (the “Executive”).

Invacare previously has entered into an agreement with Executive that is similar to this Agreement in recognition of the importance of the Executive’s services to the continuity of management of Invacare and based upon its determination that it will be in the best interests of Invacare to encourage the Executive’s continued attention and dedication to the Executive’s duties in the potentially disruptive circumstances of a possible Change of Control of Invacare. (As used in this Agreement, the term “Change of Control” and certain other capitalized terms have the meanings ascribed to them in Section 10 hereof.

Invacare has determined that it is necessary to amend and restate such previous agreement with Executive based on certain changes to the existing Change of Control Agreements between Invacare and certain of its executive officers, including Executive, that were reviewed and approved by the Compensation, Management Development and Corporate Governance Committee of Invacare including, without limitation, revisions intended to comply with Internal Revenue Code Section 409A.

Invacare and the Executive agree, effective as of the date first set forth above (the “Effective Date”), as follows:

1. Additional Payment if Executive is Employed by Invacare on First Anniversary of the Date of a Change of Control or if Employment is Terminated in Certain Circumstances Within One Year of a Change of Control. If, following the occurrence of a Change of Control, either (i) the Executive continues to be employed by Invacare or one of its Affiliates on the first anniversary of the date of the Change of Control, or (ii) the Executive’s employment with Invacare is terminated by Invacare for any reason other than Cause, Disability, or death, or is terminated by the Executive for Good Reason, within one year after the Change of Control, then Invacare shall pay to the Executive, within ten business days after the earlier of such events, a lump-sum amount equal to the sum of (a) the Executive’s Annual Base Salary plus (b) the Executive’s Target Bonus.

2. Severance Benefits if Employment is Terminated in Certain Circumstances Within Three Years of a Change of Control. If, within three years following the occurrence of a Change of Control, the Executive’s employment with Invacare is terminated by Invacare for any reason other than Cause, Disability, or death, or is terminated by the Executive for Good Reason, then the provisions of this Section 2 shall become applicable in all respects and Invacare shall pay to the Executive, in addition to any amount paid or payable pursuant to Section 1 above, the amounts specified in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 on the dates indicated therein, shall provide to the Executive the benefits specified in Section 2.6 for the periods specified therein, and shall cause certain rights of the Executive (or his or her Beneficiary (or Beneficiaries), as applicable) to vest as provided in Sections 2.7, 2.8, 2.9, and 2.10:

2.1 Lump Sum Severance Benefit. Invacare shall pay to the Executive, within ten business days after the Termination Date, a lump sum severance benefit equal to two times the sum of (i) the Executive’s Annual Base Salary plus (ii) the Executive’s Target Bonus.

2.2 Invacare Retirement Savings Plan. Invacare shall pay to the Executive, within 60 days after the Termination Date, a lump sum amount equal to three times the highest amount of total contributions (including both matching contributions and other employer contributions) made by Invacare to the Invacare Retirement Savings Plan (or related successor plan or plans) with respect to the Executive for any single plan year ending on or after the date that is three years before the date of the Change of Control. In the event the Executive is not fully vested under the Invacare Retirement Savings Plan as of the Termination Date, the lump sum amount payable under this Section 2.2 shall be increased to include an amount equal to the non-vested portion of the Executive’s account under the Invacare Retirement Savings Plan.

2.3 401(k) Plus Plan. Invacare shall pay to the Executive, within 60 days after the Termination Date, a lump sum amount equal to three times the highest amount of the employer contributions (including both matching contributions and other employer contributions) credited to the Invacare 401(k) Plus Benefit Equalization Plan (or related successor plan or plans) (the “401(k) Plus Plan”) for the benefit of the Executive for any single plan year ending on or after the date that is three years before the date of the Change of Control.

2.4 Deferred Compensation Plus Plan. Invacare shall pay to the Executive, within 60 days after the Termination Date, a lump sum amount equal to three times the highest amount of the employer contributions (including both matching contributions and other employer contributions) credited to the Invacare Deferred Compensation Plus Plan (or related successor plan or

plans) for the benefit of the Executive for any single plan year ending on or after the date that is three years before the date of the Change of Control.

2.5 SERP. Invacare shall pay to the Executive, within 60 days after the Termination Date, a lump sum amount equal to the sum of the contributions and credited interest which were scheduled to be added to Executive's account under the Invacare Cash Balance Supplemental Executive Retirement Plan (or related successor plan or plans), during the three year period immediately following the Termination Date (including prorated amounts, as applicable), if Executive had continued in the employ of Invacare through the third anniversary of the Termination Date, all as reflected on the attachment to the participation agreement executed by the Executive in connection with such plan

2.6 Insurance Benefits. Invacare shall provide to the Executive, from the Termination Date through the third anniversary of the Termination Date, continuing coverage under health, life, and disability insurance programs at least equal in all respects to the highest level of such coverage provided by Invacare to the Executive at any time during the period beginning one year before the Change of Control and ending on the Termination Date.

2.7 Stock Options and Restricted Stock. In respect of all options to purchase Invacare stock and all shares of restricted stock that have been granted to the Executive pursuant to any stock option or restricted stock agreement, plan or arrangement sponsored by Invacare and which remain outstanding as of the Termination Date, and notwithstanding any other provision to the contrary contained in any stock option or restricted stock agreement, plan or arrangement, Invacare shall:

(a) with respect to all options, cause such options:

(i) to become exercisable in full as of the Termination Date;

(ii) to continue to be exercisable until the earlier to occur of the second anniversary of the Termination Date or the expiration date of the option;

(iii) to be exercisable (and/or to be eligible to satisfy any tax withholding requirements in connection with the exercise of the options) using shares of Invacare common stock previously owned by the Executive and/or shares subject to the options being exercised as consideration in lieu of a cash payment or other arrangement, but only to the extent that any such exercise of the option (and/or withholding tax payments) would not result in Invacare being required to take an additional charge in respect of such exercise in determining and reporting its net income for financial accounting purposes; and

(b) with respect to all restricted stock, cause such restricted stock:

(i) to become vested in full as of the Termination Date; and

(ii) to be eligible to satisfy any tax withholding requirements in connection with such vesting of the restricted stock using shares of Invacare common stock previously owned by the Executive and/or shares of restricted stock that become so vested as consideration (in lieu of a cash payment or other

arrangement) for the payment of withholding tax, but only to the extent that any such withholding tax payments would not result in Invacare being required to take an additional charge in respect of such accelerated vesting or withholding tax payment in determining and reporting its net income for financial accounting purposes.

2.8 Vesting of Certain Rights. Invacare shall cause the Executive's rights under (a) the Invacare 401(k) Plus Plan, (b) the Invacare Deferred Compensation Plus Plan and (c) the Invacare Cash Balance Supplemental Executive Retirement Plan, to become, as of the Termination Date, immediately vested in full.

2.9 Death of the Executive. In the event of the Executive's death at any time after the Termination Date through the third anniversary of the Termination Date, then, assuming the Executive was, as of such time, entitled to receive payments and/or benefits pursuant to Sections 1 and/or 2 of this Agreement:

(a) the amounts described in Sections 1, 2.1, 2.2, 2.3, 2.4, and 2.5, to the extent not paid to the Executive, shall be paid to the Beneficiary as soon as practicable following the Executive's death;

(b) any person who would have been entitled to coverage as the Executive's dependent (or otherwise because of the Executive's coverage) under any health insurance program maintained by Invacare (as described in Section 2.6) shall continue to be provided with such coverage as though the Executive had survived through the third anniversary of the Termination Date;

(c) such persons as may be entitled thereto shall receive such benefits as may be provided under any Employee Benefit Plans in accordance with the terms of such Employee Benefit Plans;

(d) such persons as may be entitled thereto shall receive such benefits as may be provided under any other agreement the Executive may have with Invacare or an Affiliate including, without limitation, any agreement relating to options to purchase Invacare stock.

2.10 Alternate Form of Benefit. Notwithstanding the preceding provisions of this Section 2, to the extent the Executive cannot, as a matter of law, or pursuant to the customs or policies of any insurance underwriter or the terms of any benefit plan, realize any benefit or advantage described above in this Section 2 (and especially Section 2.6), or if Invacare reasonably believes that providing the Executive with any such benefit or advantage would be economically disadvantageous because doing so would cause Invacare to lose tax or other benefits or would cause Executive to incur additional taxes or lose other benefits, Invacare shall notify the Executive and shall pay to the Executive an additional amount or provide a comparable benefit which shall, taking account of any federal, state and local income taxes incurred by the Executive in respect of such payments or benefits, place the Executive in the same, or substantially the same, position, on an after-tax basis, as though he had realized such benefit or advantage; provided, that the amount of any payment to the Executive pursuant to the preceding clause shall be calculated at Invacare's cost and expense by the Accounting Firm, and its determination of such amount shall be final and binding upon both the Executive and Invacare, and the Executive and Invacare shall each provide the Accounting Firm with such information as it may reasonably request in order to calculate any such amount; provided further, that in no event shall any such additional amount or comparable benefit be provided to the Executive prior to or materially after the time the original payment or benefit would have been provided.

2.11 Later Time for Payment on Account of Termination. Notwithstanding the preceding provisions of Sections 1 and 2, solely to the extent required to comply with applicable provisions of Internal Revenue Code Section 409A ("Section 409A") with respect to any amounts or benefits not exempt from 409A, payments made pursuant to Sections 1 (ii), 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 on account of the Executive's termination of employment shall: (a) not commence until the date that is six months and a day following the Termination Date; and (b) upon commencement, include along with the initial payment an amount sufficient to reimburse the Executive for reasonable lost interest at a rate of 6% per annum, compounded annually, incurred during the period commencing on the date which is 60 days after the Termination Date through the date of payment by Invacare. In the event that Invacare, in the exercise of its reasonable discretion, determines that a delay in payments under this Section 2.11 is required in order to comply with Code Section 409A, Invacare shall, within two business days after the Termination Date, deposit the entire amount due and to become due under Sections 1(ii) and 2, in the trust established by Invacare with Wachovia Bank of North Carolina, N.A. pursuant to a Benefit Security Trust Agreement dated August 21, 1996, as such agreement may be amended from time to time in accordance with its terms. Payments to the Executive from such trust shall thereafter be made in accordance with this Section 2.11; provided, however, that Invacare shall remain fully obligated to the Executive for the full and complete satisfaction of its liabilities and obligations under this Agreement.

### 3. Excess Parachute Payment Gross-Up; Section 409A Gross-Up.

3.1 Potential for Excess Parachute Payments and for Section 409A Liability. Invacare and the Executive acknowledge that, upon or following a Change of Control, one or more payments or distributions or acceleration or alteration of rights or benefits to be made by Invacare to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, under some other plan, agreement, or arrangement, or otherwise) (a "Payment") may be determined to be an "excess parachute payment" that is not deductible by Invacare for Federal income tax purposes and with respect to which the Executive will be subject to an excise tax, penalties or interest because of Sections 280G and 4999, respectively, of the Internal Revenue Code. Invacare and the Executive also acknowledge that, upon or following a Change of Control, one or more Payments may be determined to give rise to liability on the part of the Executive for accelerated or additional tax (or interest or penalties) under Section 409A of the Internal Revenue Code. If benefits become payable to the Executive under Sections 1 or 2 of this Agreement, the Accounting Firm, which shall make all determinations required to be made under this Section 3, shall determine whether any Payment would be an excess parachute payment and whether any Payment would give rise to Section 409A liability on the part of the Executive. The Accounting Firm shall communicate its determination, together with detailed supporting calculations, to Invacare and to the Executive within 30 days after the Termination Date or such earlier time as is requested by Invacare. Invacare and the Executive shall cooperate with each other and the Accounting Firm and shall provide necessary information so that the Accounting Firm may make all such



determinations. Invacare shall pay all of the fees of the Accounting Firm for services performed by the Accounting Firm as contemplated in this Section 3.

3.2 Excess Parachute Payment Gross-Up. If any Payment gives rise, directly or indirectly, to liability on the part of the Executive for excise tax, penalties or interest as a result of Section 4999 of the Internal Revenue Code, Invacare shall make additional cash payments to the Executive, from time to time and at the same time, as any Payment constituting an excess parachute payment is paid or provided to the Executive (or as soon thereafter as is practicable and, in any event, no later than March 15 of the calendar year which follows the calendar year in which the excess parachute payment was made or provided to the Executive), in such amounts as are necessary to put the Executive in the same position, after payment of all federal, state, and local taxes (whether income taxes, excise taxes under Section 4999 of the Internal Revenue Code or otherwise, or other taxes) and payment of penalties and interest arising as a result of Section 4999 of the Internal Revenue Code, as the Executive would have been in after payment of all federal, state, and local income taxes if the Payments had not given rise to an excise tax, penalties or interest as a result of Section 4999 of the Internal Revenue Code.

3.3 Section 409A Gross-Up. If any Payment gives rise, directly or indirectly, to liability on the part of the Executive for tax, penalties or interest as a result of 409A, Invacare shall make additional cash payments to the Executive, from time to time and at the same time, as any Payment giving rise to such liability is paid or provided to the Executive (or as soon thereafter as is practicable and, in any event, no later than March 15 of the calendar year which follows the calendar year in which the Payment giving rise to Section 409A liability was made or provided to the Executive), in such amounts as are necessary to put the Executive in the same position, after payment of all federal, state, and local taxes (whether income taxes, excise taxes under 409A or otherwise, or other taxes) and interest and penalties, as the Executive would have been in after payment of all federal, state, and local income taxes if the Payments had not given rise to excise taxes, penalties or interest under 409A; provided, however, that in no event shall Invacare be required to make additional cash payments under this Section 3.3 if the Accounting Firm determines that doing so would result in a windfall to the Executive due to duplicative gross-up provisions in this Agreement or in any other binding arrangement.

#### 4. Other Benefits.

4.1 Reimbursement of Certain Expenses After a Change of Control. Invacare shall pay, as incurred (in no event later than the end of the Executive's taxable year following the year in which such expenses were incurred), all expenses incurred by the Executive at any time during the longer of 20 years or the Executive's lifetime, including the reasonable fees of counsel engaged by the Executive, in respect of enforcing the Executive's rights hereunder and/or defending any action brought to have this Agreement declared invalid or unenforceable.

4.2 Sick Leave Pay for Executive. If, after a Change of Control and prior to the Termination Date, the Executive is unable to perform services for Invacare for any period by reason of accidental bodily injury or sickness, Invacare will pay and provide to the Executive, as sick leave pay, all compensation and benefits to which the Executive would have been entitled had the Executive continued to be actively employed by Invacare through the earliest of the following dates (the "Sick Leave Period"): (a) the first date on which the Executive is again capable of performing services for Invacare consistent with past practice, or (b) the date on which the Executive's employment is terminated by Invacare by reason of Disability or otherwise, or (c) the date on which Invacare has paid and provided 29 months of compensation and benefits to the Executive during the period of the Executive's incapacity, or (d) the date of the Executive's death. Notwithstanding the foregoing, the Sick Leave Period may not be greater than 6 months unless the Executive's injury or sickness can be expected to result in death or can be expected to last for a continuous period of not less than 6 months, and such injury or sickness renders the Executive unable to perform the duties of his position of employment or any substantially similar position of employment. The foregoing sick leave pay is intended to compensate Executive for compensation and benefits that he otherwise would have earned during the Sick Leave Period, and shall not reduce or otherwise have any effect on Executive's rights to receive any other compensation, benefits or other Payments hereunder for any other reason, including as may be owed arising out of cessation of Executive's employment.

5. No Set-Off; No Obligation to Seek Other Employment or to Otherwise Mitigate Damages; No Effect Upon Other Plans. Invacare's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim whatsoever which Invacare may have against the Executive. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise. The amount of any payment provided for under this Agreement shall not be reduced by any compensation or benefits earned by the Executive as the result of employment by another employer or otherwise after the termination of the Executive's employment.

6. Taxes; Withholding of Taxes. Without limiting the right of Invacare to withhold taxes pursuant to this Section 6, the Executive shall be responsible (after taking into account all payments to be made by Invacare to or on behalf of the Executive

under Sections 1 or 2 hereof, and any gross-ups required under Section 3 hereof) for all income, excise, and other taxes (federal, state, city, or other) imposed on or incurred by the Executive as a result of receiving the payments provided in this Agreement, including, without limitation, the payments provided under Sections 1 or 2 of this Agreement. Subject to Section 3.1 hereof, Invacare may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as Invacare shall determine to be required pursuant to any law or government regulation or ruling. Without limiting the generality of the foregoing, Invacare may withhold from any amount payable under this Agreement amounts sufficient to satisfy any withholding requirements that may arise out of any benefit provided to or in respect of the Executive by Invacare under Section 2 of this Agreement.

7. Term of this Agreement. This Agreement shall be effective as of the date first above written and shall thereafter apply to any Change of Control occurring on or before December 31, 2009 or during any succeeding applicable term, and on December 31, 2009 and on December 31 of each succeeding year thereafter (a "Renewal Date"), the term of this Agreement, if not previously terminated, shall be automatically extended for an additional year unless either party has given notice to the other, at least one year in advance of that Renewal Date, that the Agreement shall not apply to any Change of Control occurring after that Renewal Date.

7.1 Termination of Agreement Upon Termination of Employment Before a Change of Control. This Agreement shall automatically terminate on the first date occurring before a Change of Control on which the Executive is no longer employed by Invacare, except that, for purposes of this Agreement, any involuntary termination of employment of the Executive or any termination by the Executive for Good Reason that is effected within 6 months before a Change in Control and primarily in contemplation of a Change of Control that actually occurs after the date of the termination shall be deemed to be a termination of the Executive's employment as of the date immediately after that Change of Control, and in such case, the Change in Control shall constitute the date as of which the Executive's right to payment hereunder shall become vested.

7.2 No Termination of Agreement During Three Year Period Beginning on Date of a Change of Control. After a Change of Control, this Agreement may not be terminated. However, if the Executive's employment with Invacare continues for more than three years following the occurrence of a Change of Control, then, for all purposes of this Agreement other than Sections 1 and 4.1, that particular Change of Control shall thereafter be treated for purposes of this Agreement as if it never occurred; provided, however, that the foregoing shall not deprive Executive of any rights, benefits or payments (or allow Invacare to avoid any obligations) that were or became vested under this or any other agreement, plan or arrangement.

8. Internal Revenue Code Section 409A. This Agreement is intended to meet the requirements for exemption from (or to the extent not exempt, compliance with) Section 409A (including without limitation, the exemptions for short-term deferrals and separation pay arrangements), and this Agreement shall be so construed and administered. Notwithstanding anything in this Agreement to the contrary, at any time prior to a Change in Control, Invacare may unilaterally amend this Agreement, retroactively or prospectively, while maintaining the spirit of this Agreement and after consultation with Executive, to secure exemption from (or, to the extent not exempt, to ensure compliance with), the requirements of 409A and to avoid adverse tax consequences to Executive thereunder. Furthermore, at any time prior to a Change in Control, the Executive agrees to execute such further instruments and take such further action as may be necessary to comply with 409A or to avoid adverse tax consequences to Executive thereunder.

## 9. Miscellaneous.

9.1 Successor to Invacare. In the event that

(a) Invacare transfers all or substantially all of its assets to another corporation or entity; or

(b) (i) Invacare consolidates with or merges with or into any other corporation or entity and

(ii) either (x) Invacare is not the surviving corporation or entity of such consolidation or merger or (y) Invacare is the surviving corporation or entity of such consolidation or merger but the shareholders of Invacare immediately prior to the consummation of such merger or consolidation do not own securities representing a majority of the outstanding voting power of such surviving corporation or entity or its parent after the consummation of the consolidation or merger,

then, in any of such events, the entity surviving such consolidation or merger and each Affiliate thereof having an individual net worth of \$5 million or more shall assume joint and several liability for this Agreement in a signed writing and deliver a copy thereof to the Executive. Upon such assumption, the successor corporation or entity and each Affiliate thereof having an individual net worth of \$5 million or more shall become obligated to perform the obligations of Invacare under this Agreement and the term "Invacare" as used in this Agreement shall be deemed to refer to such successor entity and such Affiliates jointly and severally. Any failure of Invacare to obtain the written agreement of such successor or surviving entity (including a parent successor entity) and the required Affiliates to assume this Agreement before the effectiveness of any such succession shall be deemed to be a material breach of this Agreement.

9.2 Notices. Notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or by confirmed facsimile transmission (to the Senior Vice President of Human Resources of Invacare in the case of notices to Invacare and to the Executive in the case of notices to the Executive) or mailed by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Invacare:  
Invacare Corporation  
One Invacare Way  
Elyria, OH 44035  
Attention: Senior Vice President of Human Resources  
If to the Executive:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9.3 Employment Rights. Nothing expressed or implied in this Agreement shall create any right or duty on the part of Invacare or the Executive to have the Executive continue as an officer of Invacare or an Affiliate of Invacare or to remain in the employment of Invacare or an Affiliate of Invacare.

9.4 Administration. Invacare shall be responsible for the general administration of this Agreement and for making payments under this Agreement. All fees and expenses billed by the Accounting Firm for services contemplated under this Agreement shall be the responsibility of Invacare.

9.5 Source of Payments. Any payment specified in this Agreement to be made by Invacare may be made directly by Invacare solely from its general assets, and the Executive shall have the rights of an unsecured general creditor of Invacare with respect thereto.

9.6 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

9.7 Modification; Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in a writing signed by the Executive and Invacare. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

9.8 Entire Agreement; Supersession. Except as otherwise specifically provided herein, this Agreement, including its attachments, contains the entire agreement between the parties concerning the subject matter hereof and incorporates and supersedes any and all prior discussions or agreements, written or oral, the parties may have had with respect to such subject matter, including without limitation that certain change of control agreement previously entered into by Invacare and the Executive, which is hereby amended and restated in its entirety; provided, however, that except as expressly provided otherwise herein, nothing in this Agreement shall affect any rights the Executive or anyone claiming through the Executive may have in respect of either (a) any Employee Benefit Plan which provides benefits to or in respect of the Executive or (b) any other agreements the Executive may have with Invacare or an Affiliate of Invacare, including without limitation any employment or severance protection agreements the Executive may have with Invacare or an Affiliate of Invacare.

9.9 Post-Mortem Payments; Designation of Beneficiary. As indicated in Section 2.9, in the event that, following the termination of the Executive's employment with Invacare, the Executive is entitled to receive any payments pursuant to this

Agreement and the Executive dies, such payments shall be made to the Executive's Beneficiary designated hereunder. At any time after the execution of this Agreement, the Executive may prepare, execute, and file with the Secretary of Invacare a copy of the Designation of Beneficiary form attached to this Agreement as Exhibit A. The Executive shall thereafter be free to amend, alter or change such form; provided, however, that any such amendment, alteration or change shall be made by filing a new Designation of Beneficiary form with the Secretary or the Senior Vice President of Human Resources of Invacare. In the event the Executive fails to designate a beneficiary, following the death of the Executive, all payments of the amounts specified by this Agreement which would have been paid to the Executive's designated beneficiary pursuant to this Agreement shall instead be paid to the Executive's spouse, if any, if she survives the Executive or, if there is no spouse or she does not survive the Executive, to the Executive's estate.

9.10 Service with Affiliates. Any services the Executive performs for an Affiliate of Invacare shall be deemed performed for Invacare. Any transfer of the Executive's employment from Invacare to an Affiliate of Invacare, or from an Affiliate of Invacare to Invacare, or from an Affiliate of Invacare to another Affiliate of Invacare shall be deemed not to constitute a termination of the Executive's employment with Invacare.

9.11 Time Periods. Any action required to be taken under this Agreement within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day. If the day for taking any action under this Agreement falls on a weekend or a holiday, such action may be taken on the next business day. Notwithstanding the foregoing, no such extension shall permit an action to be taken at a time that would cause an exempt payment to become subject to Section 409A or to cause a payment that would otherwise be compliant with Section 409A to cease to be so compliant.

9.12 Incorporation by Reference. The incorporation herein of any terms by reference to another document shall not be affected by the termination of any agreement set forth in such other document or the invalidity of any provisions thereof.

9.13 Binding Effect; Construction of Agreement. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, successors, heirs, and designees (including, without limitation, the Beneficiary). Upon the Executive's death, for purposes of this Agreement, the term "Executive" shall be deemed to include, as applicable, any person (including, without limitation, the Beneficiary) who is entitled to benefits under this Agreement following the Executive's death.

9.14 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the exhibits hereto will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

9.15 Representations and Warranties of Invacare. Invacare represents and warrants to the Executive that (i) Invacare is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio; (ii) Invacare has the power and authority to enter into and carry out this Agreement, and there exists no contractual or other restriction upon its so doing; (iii) Invacare has taken such corporate action as is necessary or appropriate to enable it to enter into and perform its obligations under this Agreement; and (iv) this Agreement constitutes the legal, valid and binding obligation of Invacare, enforceable against Invacare in accordance with its terms.

9.16 Gender. The use of the feminine, masculine or neuter pronoun shall not be restrictive as to gender and shall be interpreted in all cases as the context may require.

## 10. Definitions.

10.1 Accounting Firm. The term "Accounting Firm" means the independent auditors of Invacare for the fiscal year preceding the year in which the Change of Control occurred and such firm's successor or successors; provided, however, if such firm is unable or unwilling to serve and perform in the capacity contemplated by this Agreement, Invacare shall select another national accounting firm of recognized standing to serve and perform in that capacity under this Agreement, except that such other accounting firm shall not be the then independent auditors for Invacare or any of its Affiliates.

10.2 Affiliate. The term "Affiliate" shall mean, with respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control with such person or entity within the meaning of Section 414(b) or (c) of the Internal Revenue Code.

10.3 Annual Base Salary. “Annual Base Salary” means the highest annual rate of base salary payable by Invacare to the Executive at any time between the Effective Date and the Termination Date.

10.4 Beneficiary. “Beneficiary” means the person designated by the Executive as his beneficiary pursuant to Section 9.9 or such other person as determined pursuant to Section 9.9 hereof.

10.5 Cause. The employment of the Executive by Invacare shall have been terminated for “Cause” if, after a Change of Control and prior to the termination of employment, any of the following has occurred:

(a) the Executive shall have been convicted of a felony,

(b) the Executive commits an act or series of acts of dishonesty in the course of the Executive’s employment which are materially inimical to the best interests of Invacare and which constitutes the commission of a felony, all as determined by the vote of three-fourths of all of the members of the Board of Directors of Invacare (other than the Executive, if the Executive is a Director of Invacare), which determination is confirmed by a panel of three arbitrators appointed and acting in accordance with the rules of the American Arbitration Association for the purpose of reviewing that determination,

(c) any federal or state regulatory agency with jurisdiction over Invacare has issued a final order, with no further right of appeal, that has the effect of suspending, removing, or barring the Executive from continuing his service as an officer or director of Invacare, or

(d) after being notified in writing by the Board of Directors of Invacare to cease any particular Competitive Activity, the Executive shall intentionally continue to engage in such Competitive Activity more than thirty (30) days after receipt of such notice while the Executive remains in the employ of Invacare.

10.6 Change of Control. A “Change of Control” shall be deemed to have occurred at the first time on which, after the Effective Date:

(a) There is a report filed on Schedule 13D or Schedule 14D-1 (or any successor schedule, form, or report), each as adopted under the Securities Exchange Act of 1934, as amended, disclosing the acquisition, in a transaction or series of transactions, by any person (as the term “person” is used in Section 13(d) and Section 14(d)(2) of the Securities Exchange Act of 1934, as amended), other than (1) A. Malachi Mixon and/or any Affiliate of A. Malachi Mixon, (2) Invacare or any of its subsidiaries, (3) any employee benefit plan or employee stock ownership plan or related trust of Invacare or any of its subsidiaries, or (4) any person or entity organized, appointed or established by Invacare or any of its subsidiaries for or pursuant to the terms of any such plan or trust, of such number of shares of Invacare as entitles that person to exercise 30% or more of the voting power of Invacare in the election of Directors; or

(b) During any period of 24 consecutive calendar months, individuals who at the beginning of such period constitute the Directors of Invacare cease for any reason to constitute at least a majority of the Directors of Invacare unless the election of each new Director of Invacare (over such period) was approved or recommended by the vote of at least two-thirds of the Directors of Invacare then still in office who were Directors of Invacare at the beginning of the period; or

(c) There is a merger, consolidation, combination (as defined in Section 1701.01(Q), Ohio Revised Code), majority share acquisition (as defined in Section 1701.01(R), Ohio Revised Code), or control share acquisition (as defined in Section 1701.01(Z)(1), Ohio Revised Code, or in Invacare’s Articles of Incorporation) involving Invacare and, as a result of which, the holders of shares of Invacare prior to the transaction become, by reason of the transaction, the holders of such number of shares of the surviving or acquiring corporation or other entity as entitles them to exercise less than fifty percent (50%) of the voting power of the surviving or acquiring corporation or other entity in the election of Directors; or

(d) There is a sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of Invacare, but only if the transferee of the assets in such transaction is not a subsidiary of Invacare; or

(e) The shareholders of Invacare approve any plan or proposal for the liquidation or dissolution of Invacare, but only if the transferee of the assets of Invacare in such liquidation or dissolution is not a subsidiary of Invacare. If an event described in any of Clauses (a), (b), (c), (d), and (e) occurs, a Change of Control shall be deemed to have occurred for all purposes of this Agreement and, except as provided in the last sentence of Section 7.2, that Change of Control shall be irrevocable.

10.7 Competitive Activity. The Executive shall be deemed to have engaged in “Competitive Activity” if the Executive engages in any business or business activity (other than as a director, officer, or employee of Invacare) in which Invacare engages as of the time of the notice provided in Section 10.5(d).

10.8 Demotion or Removal. The Executive shall be deemed to have been subjected to “Demotion or Removal” if, during the three year period commencing on the date of a Change of Control, other than by Voluntary Resignation or with the Executive’s written consent, the Executive ceases to hold the highest position held by him at any time during the one year period ending on the date of the Change of Control with all of the duties, authority, and responsibilities of that office as in effect at any time during the one year period ending on the date of the Change of Control.

10.9 Disability. For purposes of this Agreement, the Executive’s employment will have been terminated by Invacare by reason of “Disability” of the Executive only if (a) as a result of accidental bodily injury or sickness, the Executive has been unable to perform his normal duties for Invacare for a period of 180 consecutive days, and (b) the Executive begins to receive payments under the executive long term disability plan or its successor plan(s) sponsored by Invacare not later than 30 days after the Termination Date.

10.10 Employee Benefit Plan. “Employee Benefit Plan” means any plan or arrangement defined as such in 29 U.S.C. §1002 which provides benefits to the employees of Invacare or its Affiliates.

10.11 Good Reason. The Executive shall have “Good Reason” to terminate his employment under this Agreement if, at any time after a Change of Control has occurred and before the third anniversary of that Change of Control, one or more of the events listed in (a) through (f) of this Section 10.11 occurs and, based on that event, the Executive gives notice of such event (and of his intention to terminate his employment if Invacare does not cure such condition(s)) on a date that is both (i) within 90 days of the occurrence of that event and (ii) not later than the third anniversary of that Change of Control, and Invacare does not cure the condition(s) constituting the event within 30 days after such notice:

(a) The Executive is subjected to a Demotion or Removal involving a material diminution in the Executive’s authority, duties, or responsibilities or in those of the individual to whom the Executive is required to report; or

(b) The Executive’s Annual Base Salary is materially reduced (which for this purposes shall be deemed to occur if the reduction is five percent (5%) or greater); or

(c) The Executive’s opportunity for incentive compensation is materially reduced from the level of his opportunity for incentive compensation as in effect immediately before the date of the Change of Control or from time to time thereafter (which for this purposes shall be deemed to occur if the reduction is equivalent to a five percent (5%) or greater reduction in Executive’s Annual Base Salary); or

(d) The Executive is excluded (other than by his volitional action(s)) from full participation in any benefit plan or arrangement maintained for senior executives of Invacare generally, and such exclusion materially reduces the benefits provided to the Executive; or

(e) The Executive’s principal place of employment for Invacare is relocated a material distance (which for this purpose shall be deemed to be more than 35 miles) from One Invacare Way, Elyria, Ohio; or

(f) Any other action or inaction that constitutes a material breach by Invacare of this Agreement or any other agreement under which the Executive provides his services to Invacare.

10.12 Internal Revenue Code. A reference to any provision of the Internal Revenue Code means that provision of the Internal Revenue Code of 1986, as amended, and any successor provision, and any applicable regulations promulgated thereunder.

10.13 Target Bonus. “Target Bonus” means the Executive’s Annual Base Salary multiplied by the higher of (a) the target bonus percentage in effect for the Executive under Invacare’s bonus plan during the fiscal year immediately preceding the fiscal year in which the Change of Control occurs, or (b) the target bonus percentage in effect for the Executive under Invacare’s bonus plan during the fiscal year in which the Change of Control occurs.

10.14 Termination Date. “Termination Date” means the date on which (and related terms, such as “termination of employment” and “terminate employment” mean a situation in which) the Executive incurs a separation from service with Invacare and all of its Affiliates within the meaning of Section 409A. A separation from service under Section 409A includes a



quit, discharge, or retirement, or a leave of absence (including military leave, sick leave, or other bona fide leave of absence such as temporary employment by the government, at the point that such leave exceeds the greater of six months, the period for which the Participant's right to reemployment is provided either by statute or by contract, or in the case of sick leave, 29 months, if the Executive's injury or sickness can be expected to result in death or can be expected to last for a continuous period of not less than 6 months, and such injury or sickness renders the Executive unable to perform the duties of his position of employment or any substantially similar position of employment). A separation from service under Section 409A also occurs upon a permanent decrease in service to a level that is no more than twenty percent (20%) of its prior level. For this purpose, whether a separation from service has occurred is determined based on whether it is reasonably anticipated that no further services will be performed by the Executive after a certain date or that the level of bona fide services the Executive will perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services if the Executive has been providing services less than 36 months).

10.15 Voluntary Resignation. A "Voluntary Resignation" shall have occurred if the Executive terminates his employment with Invacare by voluntarily resigning at his own instance without having been requested to so resign by Invacare, except that any resignation by the Executive will not be deemed to be a Voluntary Resignation if, at the time of that resignation, the Executive had Good Reason to resign.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVACARE CORPORATION  
("Invacare")

By /s/ Joseph S. Usaj  
Senior Vice President of Human Resources

/s/ Anthony C. LaPlaca

(the "Executive")

Exhibit A  
**DESIGNATION OF BENEFICIARY**

To:           Invacare Corporation  
              Attn: Secretary

I, the undersigned, \_\_\_\_\_, am a party to a certain Agreement with Invacare Corporation, an Ohio corporation, dated as of December 31, 2008 (the "Agreement"). Pursuant to the agreement, I have the right to designate a person or persons to receive, in the event of my death, any amounts that might become payable to me under the Agreement. I hereby exercise this right and direct that, upon my death, any amounts payable to me under the Agreement shall be distributed in the proportions set forth below to the following person(s) if he, she or they survive me, namely:

Beneficiary	Relationship	Percent Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If none of the above-designated person (s) survives me, any amounts payable under the Agreement shall be distributed to \_\_\_\_\_.

Any and all previous designations of beneficiary made by me are hereby revoked, and I hereby reserve the right to revoke this designation of beneficiary.

Date:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

AGREEMENT

This AGREEMENT (“Agreement”), is made as of the \_\_\_ day of [May], [2013], between INVACARE CORPORATION, an Ohio corporation (“Invacare”), and \_\_\_\_\_ (the “Executive”).

Invacare desires to enter into an agreement with Executive in recognition of the importance of the Executive’s services to the continuity of management of Invacare and based upon its determination that it will be in the best interests of Invacare to encourage the Executive’s continued attention and dedication to the Executive’s duties in the potentially disruptive circumstances of a possible Change of Control of Invacare. (As used in this Agreement, the term “Change of Control” and certain other capitalized terms have the meanings ascribed to them in Section 8 hereof.)

Invacare and the Executive agree, effective as of the date first set forth above (the “Effective Date”), as follows:

1. Severance Benefits if Employment is Terminated in Certain Circumstances Within Two Years of a Change of Control. If, within two years following the occurrence of a Change of Control, the Executive’s employment with Invacare is terminated by Invacare for any reason other than Cause, Disability, or death, or is terminated by the Executive for Good Reason, then the provisions of this Section 1 shall become applicable in all respects and Invacare shall pay to the Executive the amounts specified in Sections 1.1 and 1.2 on the dates indicated therein, and shall cause certain rights of the Executive to vest as provided in Section 1.3:

1.1 Lump Sum Severance Benefit. Subject to Section 1.6, Invacare shall pay to the Executive, on the sixtieth (60th) day after the Termination Date, a lump sum severance benefit in an amount equal to two times: (i) the Executive’s Annual Base Salary plus (ii) the Executive’s Prior Bonus Amount. In addition, Invacare shall pay to the Executive, on the sixtieth (60th) day after the Termination Date, an amount equal to the Executive’s Prorated Bonus Amount.

1.2 Insurance Benefits. Subject to Section 1.6, Invacare shall pay to the Executive, on the sixtieth (60th) day after the Termination Date, a lump sum amount equal to twenty-four (24) times the current COBRA premium rate in effect as of the Termination Date for the level of coverage in which the Executive and his or her eligible dependents were enrolled under Invacare’s medical plan immediately prior to the Termination Date.

1.3 Vesting of Certain Rights. Subject to Section 1.6, Invacare shall cause the Executive’s rights under the Invacare Deferred Compensation Plus Plan to become, as of the Termination Date, immediately vested in full.

1.4 Equity Awards.

(a) *Invacare Remains the Surviving Entity or the Post-CIC Entity Assumes Equity Awards.* If, upon the occurrence of a Change of Control (i) Invacare is the surviving entity following such Change of Control or (ii) all outstanding equity awards held by the Executive are Assumed by the Post-CIC Entity, and if the Executive’s employment is terminated by Invacare or the Post-CIC Entity for any reason other than Cause, Disability, or death, or is terminated by the Executive for Good Reason within two years following the occurrence of the Change of Control, then in respect of all options to purchase Invacare stock, all shares of restricted stock, all restricted stock units and all performance shares that have been granted to the Executive pursuant to any award agreement, plan or arrangement sponsored by Invacare (or any corresponding replacement awards granted by a Post-CIC Entity) and which remain outstanding as of the Termination Date, and

notwithstanding any other provision to the contrary contained in any award agreement, plan or arrangement, and subject to Section 1.6, Invacare shall:

- (i) with respect to all options, cause such options:
  - (A) to become exercisable in full as of the Termination Date;
  - (B) to continue to be exercisable until the earlier of (1) the expiration date of the option or (2) the second anniversary of the Termination Date; provided that, if the award agreement underlying such option provides for a longer period of exercisability following the Termination Date, then this clause (2) shall be the end of such longer period; and
  - (C) to be exercisable (and/or to be eligible to satisfy any tax withholding requirements in connection with the exercise of the options) using shares of Invacare common stock previously owned by the Executive and/or shares subject to the options being exercised as consideration in lieu of a cash payment or other arrangement, but only to the extent that any such exercise of the option (and/or withholding tax payments) would not result in Invacare being required to take an additional charge in respect of such exercise in determining and reporting its net income for financial accounting purposes; and
- (ii) with respect to any awards of restricted stock or restricted stock units that are not subject to the attainment of performance goals, cause such awards:
  - (A) to become vested in full as of the Termination Date; and
  - (B) to be eligible to satisfy any tax withholding requirements in connection with such vesting of the restricted stock or restricted stock units by using shares of Invacare common stock previously owned by the Executive and/or shares of restricted stock or restricted stock units that become so vested as consideration (in lieu of a cash payment or other arrangement) for the payment of withholding tax, but only to the extent that any such withholding tax payments would not result in Invacare being required to take an additional charge in respect of such accelerated vesting or withholding tax payment in determining and reporting its net income for financial accounting purposes.
- (iii) with respect to any awards of restricted stock, restricted stock units or performance shares that are subject to the attainment of performance goals, cause such awards:
  - (A) to be earned or vest in accordance with their terms as if all of the performance goals applicable to such awards

had been achieved at their target levels as of the Termination Date; and

- (B) to be eligible to satisfy any tax withholding requirements in connection with such vesting of the restricted stock, restricted stock units or performance shares by using shares of Invacare common stock previously owned by the Executive and/or shares of restricted stock, restricted stock units or performance shares that become so vested as consideration (in lieu of a cash payment or other arrangement) for the payment of withholding tax, but only to the extent that any such withholding tax payments would not result in Invacare being required to take an additional charge in respect of such accelerated vesting or withholding tax payment in determining and reporting its net income for financial accounting purposes.

(b) *Post-CIC Entity Does Not Assume Equity Awards.* If, upon the occurrence of a Change of Control, the Post-CIC Entity does not Assume all options to purchase Invacare stock, all shares of restricted stock, all restricted stock units or all performance shares that have been granted to the Executive pursuant to any award agreement, plan or arrangement sponsored by Invacare and which remain outstanding as of the date of the Change of Control, and notwithstanding any other provision to the contrary contained in any award agreement, plan or arrangement, then:

- (i) any such options, shares of restricted stock, restricted stock units or performance shares not Assumed by the Post-CIC Entity shall become fully vested and exercisable and any restrictions that apply to such awards shall lapse;
- (ii) any awards of restricted stock, restricted stock units or performance shares that are subject to the attainment of performance goals and not Assumed by the Post-CIC Entity shall immediately vest and become immediately payable in accordance with their terms, subject to the last paragraph of this Section 1.4, as if all of the performance goals applicable to such awards had been achieved at their the target levels as of the date of the Change of Control;
- (iii) for each stock option not Assumed by the Post-CIC Entity, the Executive shall receive a payment equal to the difference between the consideration (consisting of cash or other property (including securities of a successor or parent corporation)) received by holders of Invacare's common stock in the Change of Control transaction and the exercise price of the applicable stock option, if such difference is positive. Such payment shall be made in the same form as the consideration received by holders of Invacare's common stock. Any stock option with an exercise price that is higher than the per share consideration received by holders of Invacare's common stock in connection with the Change of Control shall be cancelled for no additional consideration;
- (iv) with respect to any awards of restricted stock or restricted stock units that are not Assumed by the Post-CIC Entity and are not subject to the attainment of performance goals, the Executive shall receive the consideration (consisting of cash or other property (including securities



of a successor or parent corporation)) that the Executive would have received in the Change of Control transaction had he or she been, immediately prior to such transaction, a holder of the number of shares of Invacare's common stock equal to the number of shares of restricted stock or number of restricted stock units held by the Executive; and

- (v) subject to the last paragraph of this Section 1.4, the payments contemplated by Sections 1.3(b)(iii) and (iv) shall be made at the same time as consideration is paid to the holders of Invacare's common stock in connection with the Change of Control.

Notwithstanding anything to the contrary in this Agreement, if the payment or benefit of any award constitutes a deferral of compensation under Code Section 409A, then to the extent necessary to comply with Code Section 409A, payment or delivery with respect to such award shall be made on the date of payment or delivery originally provided for such payment or benefit.

1.5 Later Time for Payment on Account of Termination. Notwithstanding the preceding provisions of Section 1, solely to the extent required to comply with applicable provisions of Code Section 409A with respect to any amounts or benefits not exempt from Code Section 409A, payments made pursuant to Sections 1.1, 1.2, 1.3 or 1.4, on account of the Executive's termination of employment shall: (a) not commence until the date that is six months and a day following the Termination Date; and (b) upon commencement, include along with the initial payment an amount sufficient to reimburse the Executive for reasonable lost interest at a rate of Prime Plus One per annum, compounded annually, incurred during the period commencing on the date which is sixty (60) days after the Termination Date through the date of payment by Invacare. In the event that Invacare, in the exercise of its reasonable discretion, determines that a delay in payments under this Section 1.5 is required in order to comply with Code Section 409A, Invacare shall, within two business days after the Termination Date, deposit the entire amount due and to become due under Section 1, in the trust established by Invacare with Wachovia Bank of North Carolina, N.A. pursuant to a Benefit Security Trust Agreement dated August 21, 1996, as such agreement may be amended from time to time in accordance with its terms. Payments to the Executive from such trust shall thereafter be made in accordance with this Section 1.5; provided, however, that Invacare shall remain fully obligated to the Executive for the full and complete satisfaction of its liabilities and obligations under this Agreement.

1.6 Release Requirement. Notwithstanding any provision herein to the contrary, as a condition to the Executive's receipt of any post-termination benefits pursuant to this Agreement, (i) the Executive shall execute a release of all claims in favor of Invacare in the form attached hereto as Exhibit B (the "Release") within the sixty (60) day period following the Termination Date and (ii) any applicable revocation period has expired during such sixty (60) day period without the Executive's revocation of the Release. In the event the Executive does not sign, or signs and revokes the Release, within the sixty (60) day period following the Termination Date, the Executive shall not be entitled to the aforesaid payments and benefits.

1.7 Best Pay Provision. If any payment or benefit the Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives in connection with the termination of Executive's employment with the Company (a "Payment"), would, after taking into account any shareholder approval satisfying Section 280G of the Internal Revenue Code of any such payment or benefit, or of any other payment or benefit with respect to the Executive (a) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code, and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code (the "Excise Tax"), then such Payment shall be either (i) the full amount of such Payment or (ii) such lesser amount (with cash payments being reduced before stock option compensation) as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts,

taking into account the applicable federal, state and local employment taxes, income taxes, and the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax.

All determinations required to be made under this Section 1.7, including whether and to what extent the Payments shall be reduced and the assumptions to be used in arriving at such determination, shall be made by the Accounting Firm in good faith. The Accounting Firm shall provide detailed supporting calculations both to the Executive and the Company at such time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Executive and the Company. For purposes of making the calculations required by this Section 1.7, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Internal Revenue Code.

2. Other Benefits.

2.1 Reimbursement of Certain Expenses After a Change of Control. Invacare shall pay, as incurred (in no event later than the end of the Executive's taxable year following the year in which such expenses were incurred), all expenses incurred by the Executive at any time during the longer of 20 years or the Executive's lifetime, including the reasonable fees of counsel engaged by the Executive, in respect of enforcing the Executive's rights hereunder and/or defending any action brought to have this Agreement, or any provision hereof, declared invalid or unenforceable.

2.2 Sick Leave Pay for Executive. If, after a Change of Control and prior to the Termination Date, (i) Invacare or the Post-CIC Entity does not maintain a disability plan covering the Executive that is no less favorable than the disability plan sponsored by Invacare immediately prior to the Change of Control, and (ii) the Executive is unable to perform services for Invacare for any period by reason of accidental bodily injury or sickness, then Invacare will pay and provide to the Executive, as sick leave pay, all compensation and benefits to which the Executive would have been entitled had the Executive continued to be actively employed by Invacare through the earliest of the following dates (the "Sick Leave Period"): (a) the first date on which the Executive is again capable of performing ongoing services for Invacare consistent with past practice, or (b) the date on which the Executive's employment is terminated by Invacare by reason of Disability or otherwise, or (c) the date on which Invacare has paid and provided 29 months of compensation and benefits to the Executive during the period of the Executive's incapacity, or (d) the date of the Executive's death. Notwithstanding the foregoing, the Sick Leave Period may not be greater than 6 months unless the Executive's injury or sickness can be expected to result in death or can be expected to last for a continuous period of not less than 6 months, and such injury or sickness renders the Executive unable to perform the duties of his position of employment or any substantially similar position of employment. The foregoing sick leave pay is intended to compensate Executive for compensation and benefits that he otherwise would have earned during the Sick Leave Period, and shall not reduce or otherwise have any effect on Executive's rights to receive any other compensation, benefits or other Payments hereunder for any other reason, including as may be owed arising out of cessation of Executive's employment.

3. No Set-Off; No Obligation to Seek Other Employment or to Otherwise Mitigate Damages; No Effect Upon Other Plans. Invacare's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim whatsoever which Invacare may have against the Executive. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise. The amount of any payment provided for under this Agreement shall not be reduced by any compensation or benefits earned by the Executive as the result of employment by another employer or otherwise after the termination of the Executive's employment.

4. Taxes; Withholding of Taxes. Without limiting the right of Invacare to withhold taxes pursuant to this Section 4, the Executive shall be responsible (after taking into account all payments to be made by Invacare to or on behalf of the Executive under Section 1 hereof,) for all income, excise, and other taxes (federal, state, city, or other) imposed on or incurred by the Executive as a result of receiving the payments provided in this Agreement, including, without limitation, the payments provided under Section 1 of this Agreement. Invacare may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as Invacare shall determine to be required pursuant to any law or government regulation or ruling. Without limiting the generality of the foregoing, Invacare may withhold from any amount payable under this Agreement amounts sufficient to satisfy any withholding requirements that may arise out of any benefit provided to or in respect of the Executive by Invacare under Section 1 of this Agreement.

5. Term of this Agreement. This Agreement shall be effective as of the date first above written and shall thereafter apply to any Change of Control occurring on or before [March \_\_, 2014] or during any succeeding applicable term, and on [March \_\_, 2014] and on [March \_\_] of each succeeding year thereafter (a "Renewal Date"), the term of this Agreement, if not previously terminated, shall be automatically extended for an additional year unless either party has given notice to the other, at least one year in advance of that Renewal Date, that the Agreement shall not apply to any Change of Control occurring after that Renewal Date.

5.1 Termination of Agreement Upon Termination of Employment Before a Change of Control. This Agreement shall automatically terminate on the first date occurring before a Change of Control on which the Executive is no longer employed by Invacare, except that, for purposes of this Agreement, any involuntary termination of employment of the Executive or any termination by the Executive for Good Reason that is effected within 6 months before a Change in Control and primarily in contemplation of a Change of Control that actually occurs after the date of the termination shall be deemed to be a termination of the Executive's employment as of the date immediately after that Change of Control, and in such case, the Change in Control shall constitute the Termination Date and the date as of which the Executive's right to payment hereunder shall become vested and this Agreement shall not be deemed to be terminated for such purpose.

5.2 No Termination of Agreement During Two-Year Period Beginning on Date of a Change of Control. After a Change of Control, this Agreement may not be terminated. However, if the Executive's employment with Invacare continues for more than two years following the occurrence of a Change of Control, then, for all purposes of this Agreement other than Section 1, that particular Change of Control shall thereafter be treated for purposes of this Agreement as if it never occurred; provided, however, that the foregoing shall not deprive Executive of any rights, benefits or payments (or allow Invacare to avoid any obligations) that were or became vested under this or any other agreement, plan or arrangement.

6. Code Section 409A.

6.1 Code Section 409A Compliance. This Agreement is intended to meet the requirements for exemption from (or to the extent not exempt, compliance with) Code Section 409A (including without limitation, the exemptions for short-term deferrals and separation pay arrangements), and this Agreement shall be so construed and administered. Notwithstanding anything in this Agreement to the contrary, at any time prior to a Change in Control, Invacare and the Executive may amend this Agreement, retroactively or prospectively, while maintaining the spirit of this Agreement and after consultation with Executive, to secure exemption from (or, to the extent not exempt, to ensure compliance with), the requirements of 409A and to avoid adverse tax consequences to Executive thereunder. Furthermore, at any time prior to a Change in Control, the Executive agrees to execute such further instruments and take such further action as may be necessary to comply with 409A or to avoid adverse tax consequences to Executive thereunder.

6.2 Reimbursements. Any reimbursement paid to Executive by Invacare, either pursuant to this Agreement or under any reimbursement arrangement or policy of Invacare shall be made

within ninety (90) days following Executive's submitting evidence of the incurrence of expenses, and in all events prior to the last day of the calendar year following the calendar year in which Executive incurred the expense. In no event will the amount of expenses so reimbursed by the Company in one year affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

7. Miscellaneous.

7.1 Successor to Invacare. In the event that

(a) Invacare transfers all or substantially all of its assets to another corporation or entity; or

(b) (i) Invacare consolidates with or merges with or into any other corporation or entity and

(ii) either (x) Invacare is not the surviving corporation or entity of such consolidation or merger or (y) Invacare is the surviving corporation or entity of such consolidation or merger but the shareholders of Invacare immediately prior to the consummation of such merger or consolidation do not own securities representing a majority of the outstanding voting power of such surviving corporation or entity or its parent after the consummation of the consolidation or merger, then, in any of such events, the entity surviving such consolidation or merger and each Affiliate thereof having an individual net worth of \$5 million or more shall assume joint and several liability for this Agreement in a signed writing and deliver a copy thereof to the Executive. Upon such assumption, the successor corporation or entity and each Affiliate thereof having an individual net worth of \$5 million or more shall become obligated to perform the obligations of Invacare under this Agreement and the term "Invacare" as used in this Agreement shall be deemed to refer to such successor entity and such Affiliates jointly and severally. Any failure of Invacare to obtain the written agreement of such successor or surviving entity (including a parent successor entity) and the required Affiliates to assume this Agreement before the effectiveness of any such succession shall be deemed to be a material breach of this Agreement.

7.2 Notices. Notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or by confirmed facsimile transmission (to the Senior Vice President of Human Resources of Invacare in the case of notices to Invacare and to the Executive in the case of notices to the Executive) or three business days after being mailed by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Invacare:

Invacare Corporation  
One Invacare Way  
Elyria, OH 44035  
Attention: Senior Vice President of Human Resources

If to the Executive:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

7.3 Employment Rights. Nothing expressed or implied in this Agreement shall create any right or duty on the part of Invacare or the Executive to have the Executive continue as an officer of Invacare or an Affiliate of Invacare or to remain in the employment of Invacare or an Affiliate of Invacare.

7.4 Administration. Invacare shall be responsible for the general administration of this Agreement and for making payments under this Agreement. All fees and expenses billed by the Accounting Firm for services contemplated under this Agreement shall be the responsibility of Invacare.

7.5 Source of Payments. Any payment specified in this Agreement to be made by Invacare may be made directly by Invacare solely from its general assets, and the Executive shall have the rights of an unsecured general creditor of Invacare with respect thereto. In the event that Invacare establishes a rabbi trust and/or purchases an insurance policy insuring the life of the Executive to recover the cost of providing benefits hereunder, neither the Executive nor his or her Beneficiary shall have any rights whatsoever in the assets of such rabbi trust or such policy or the proceeds therefrom.

7.6 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

7.7 Modification; Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in a writing signed by the Executive and Invacare. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

7.8 Entire Agreement; Supersession. Except as otherwise specifically provided herein, this Agreement, including its attachments, contains the entire agreement between the parties concerning the subject matter hereof and incorporates and supersedes any and all prior discussions or agreements, written or oral, the parties may have had with respect to such subject matter; provided, however, that except as expressly provided otherwise herein, nothing in this Agreement shall affect any rights the Executive or anyone claiming through the Executive may have in respect of either (a) any Employee Benefit Plan which provides benefits to or in respect of the Executive or (b) any other agreements the Executive may have with Invacare or an Affiliate of Invacare, including without limitation any employment or severance protection agreements the Executive may have with Invacare or an Affiliate of Invacare.

7.9 Post-Mortem Payments; Designation of Beneficiary. In the event that, following the termination of the Executive's employment with Invacare, the Executive is entitled to receive any payments pursuant to this Agreement and the Executive dies, such payments shall be made to the Executive's Beneficiary designated hereunder. At any time after the execution of this Agreement, the Executive may prepare, execute, and file with the Secretary of Invacare a copy of the Designation of Beneficiary form attached to this Agreement as Exhibit A; provided, that if the Executive has

already filed a similar beneficiary form with Invacare, then such form shall remain in effect for purposes of this Agreement until the Executive files an amended form. The Executive shall thereafter be free to amend, alter or change such form; provided, however, that any such amendment, alteration or change shall be made by filing a new Designation of Beneficiary form with the Secretary or the Senior Vice President of Human Resources of Invacare. In the event the Executive fails to designate a beneficiary, following the death of the Executive, all payments of the amounts specified by this Agreement which would have been paid to the Executive's designated beneficiary pursuant to this Agreement shall instead be paid to the Executive's spouse, if any, if she survives the Executive or, if there is no spouse or he or she does not survive the Executive, to the Executive's estate.

7.10 Service with Affiliates. Any services the Executive performs for an Affiliate of Invacare shall be deemed performed for Invacare. Any transfer of the Executive's employment from Invacare to an Affiliate of Invacare, or from an Affiliate of Invacare to Invacare, or from an Affiliate of Invacare to another Affiliate of Invacare shall be deemed not to constitute a termination of the Executive's employment with Invacare.

7.11 Time Periods. Any action required to be taken under this Agreement within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day. If the day for taking any action under this Agreement falls on a weekend or a holiday, such action may be taken on the next business day. Notwithstanding the foregoing, no such extension shall permit an action to be taken at a time that would cause an exempt payment to become subject to Code Section 409A or to cause a payment that would otherwise be compliant with Code Section 409A to cease to be so compliant.

7.12 Incorporation by Reference. The incorporation herein of any terms by reference to another document shall not be affected by the termination of any agreement set forth in such other document or the invalidity of any provisions thereof.

7.13 Binding Effect; Construction of Agreement. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, successors, heirs, and designees (including, without limitation, the Beneficiary). Upon the Executive's death, for purposes of this Agreement, the term "Executive" shall be deemed to include, as applicable, any person (including, without limitation, the Beneficiary) who is entitled to benefits under this Agreement following the Executive's death.

7.14 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the exhibits hereto will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

7.15 Representations and Warranties of Invacare. Invacare represents and warrants to the Executive that (i) Invacare is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio; (ii) Invacare has the power and authority to enter into and carry out this Agreement, and there exists no contractual or other restriction upon its so doing; (iii) Invacare has taken such corporate action as is necessary or appropriate to enable it to enter into and perform its obligations under this Agreement; and (iv) this Agreement constitutes the legal, valid and binding obligation of Invacare, enforceable against Invacare in accordance with its terms.

7.16 Gender. The use of the feminine, masculine or neuter pronoun shall not be restrictive as to gender and shall be interpreted in all cases as the context may require.



8. Definitions.

8.1 Accounting Firm. The term “Accounting Firm” means the independent auditors of Invacare for the fiscal year preceding the year in which the Change of Control occurred and such firm’s successor or successors; provided, however, if such firm is unable or unwilling to serve and perform in the capacity contemplated by this Agreement, Invacare shall select another national accounting firm of recognized standing to serve and perform in that capacity under this Agreement, except that such other accounting firm shall not be the then independent auditors for Invacare or any of its Affiliates.

8.2 Affiliate. The term “Affiliate” shall mean, with respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control with such person or entity within the meaning of Section 414(b) or (c) of the Internal Revenue Code.

8.3 Annual Base Salary. “Annual Base Salary” means the highest annual rate of base salary payable by Invacare to the Executive at any time between the Effective Date and the Termination Date.

8.4 Assumed. For purposes of this Agreement, a stock option, share of restricted stock, restricted stock unit or performance share shall be considered “Assumed” if all of the following conditions are met:

(a) stock options are converted into replacement awards in a manner that complies with Code Section 409A;

(b) awards of restricted stock and restricted stock units that are not subject to performance goals are converted into replacement awards covering a number of shares of the Post-CIC Entity, as determined in a manner substantially similar to how the same number of common shares underlying the awards of restricted stock or restricted stock units would be treated in the Change of Control transaction; provided that, to the extent that any portion of the consideration received by holders of Invacare’s common stock in the Change of Control transaction is not in the form of the common stock of the Post-CIC Entity, the number of shares covered by the replacement awards shall be based on the average of the high and low selling prices of the common stock of such Post-CIC Entity on the established stock exchange on the trading day immediately preceding the date of the Change of Control;

(c) awards of restricted stock, restricted stock units and performance shares that are subject to performance goals are converted into replacement awards that preserve the value of such awards at the time of the Change of Control;

(d) the replacement awards contain provisions for scheduled vesting and treatment on termination of employment (including the definitions of Cause and Good Reason, if applicable) that are no less favorable to the Executive than the underlying awards being replaced, and all other terms of the replacement awards (other than the security and number of shares represented by the replacement awards) are substantially similar to, or more favorable to the Executive than, the terms of the underlying awards; and

(e) the security represented by the replacement awards, if any, is of a class that is publicly held and widely traded on an established stock exchange.

8.5 Beneficiary. “Beneficiary” means the person designated by the Executive as his beneficiary pursuant to Section 7.9 or such other person as determined pursuant to Section 7.9 hereof.

8.6 Cause. The employment of the Executive by Invacare shall have been terminated for “Cause” if, after a Change of Control and prior to the termination of employment, any of the following has occurred:

- (a) the Executive shall have been convicted of a felony,
- (b) the Executive commits an act or series of acts of dishonesty in the course of the Executive’s employment which are materially inimical to the best interests of Invacare and which constitutes the commission of a crime, all as determined by the vote of three-fourths of all of the members of the Board of Directors of Invacare (other than the Executive, if the Executive is a Director of Invacare), which determination is confirmed by a panel of three arbitrators appointed and acting in accordance with the rules of the American Arbitration Association for the purpose of reviewing that determination,
- (c) any federal or state regulatory agency with jurisdiction over Invacare has issued a final order, with no further right of appeal, that has the effect of suspending, removing, or barring the Executive from continuing his service as an officer or director of Invacare, or
- (d) the Executive’s breach of any Technical Information Agreement & Non-Competition Agreement entered into by the Executive.

8.7 Change of Control. A “Change of Control” shall be deemed to have occurred at the first time on which, after the Effective Date:

- (a) There is a report filed on Schedule 13D or Schedule 14D1 (or any successor schedule, form, or report), each as adopted under the Securities Exchange Act of 1934, as amended, disclosing the acquisition, in a transaction or series of transactions, by any person (as the term “person” is used in Section 13(d) and Section 14(d)(2) of the Securities Exchange Act of 1934, as amended), other than (1) A. Malachi Mixon and/or any Affiliate of A. Malachi Mixon, (2) Invacare or any of its subsidiaries, (3) any employee benefit plan or employee stock ownership plan or related trust of Invacare or any of its subsidiaries, or (4) any person or entity organized, appointed or established by Invacare or any of its subsidiaries for or pursuant to the terms of any such plan or trust, of such number of shares of Invacare as entitles that person to exercise 30% or more of the voting power of Invacare in the election of Directors; or
- (b) During any period of twenty-four (24) consecutive calendar months, individuals who at the beginning of such period constitute the Directors of Invacare cease for any reason to constitute at least a majority of the Directors of Invacare unless the election of each new Director of Invacare (over such period) was approved or recommended by the vote of at least two-thirds of the Directors of Invacare then still in office who were Directors of Invacare at the beginning of the period; or
- (c) There is a merger, consolidation, combination (as defined in Section 1701.01(Q), Ohio Revised Code), majority share acquisition (as defined in Section 1701.01(R), Ohio Revised Code), or control share acquisition (as defined in Section 1701.01(Z)(1), Ohio Revised Code, or in Invacare’s Articles of Incorporation) involving Invacare and, as a result of which, the holders of shares of Invacare prior to the transaction become, by reason of the transaction, the holders of such number of shares of the surviving or acquiring corporation or other entity as entitles them to exercise in the aggregate less than fifty percent (50%) of the voting power of the surviving or acquiring corporation or other entity in the election of Directors; or

(d) There is a sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of Invacare, but only if the transferee of the assets in such transaction is not a subsidiary of Invacare; or

(e) The shareholders of Invacare approve any plan or proposal for the liquidation or dissolution of Invacare, but only if the transferee of the assets of Invacare in such liquidation or dissolution is not a subsidiary of Invacare.

If an event described in any of Clauses (a), (b), (c), (d), and (e) occurs, a Change of Control shall be deemed to have occurred for all purposes of this Agreement and, except as provided in the last sentence of Section 5.2, that Change of Control shall be irrevocable.

8.8 Code. “Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

8.9 Demotion or Removal. The Executive shall be deemed to have been subjected to “Demotion or Removal” if, during the two-year period commencing on the date of a Change of Control, other than by Voluntary Resignation or with the Executive’s written consent, the Executive ceases to hold the highest position held by him at any time during the one year period ending on the date of the Change of Control with all of the duties, authority, and responsibilities of that office as in effect at any time during the one year period ending on the date of the Change of Control.

8.10 Disability. For purposes of this Agreement, the Executive’s employment will have been terminated by Invacare by reason of “Disability” of the Executive only if (a) as a result of accidental bodily injury or sickness, the Executive has been unable to perform his normal duties for Invacare for a period of 180 consecutive days, and (b) the Executive begins to receive payments under the executive long term disability plan or its successor plan(s) sponsored by Invacare not later than 30 days after the Termination Date.

8.11 Employee Benefit Plan. “Employee Benefit Plan” means any plan or arrangement defined as such in 29 U.S.C. §1002 which provides benefits to the employees of Invacare or its Affiliates.

8.12 Good Reason. The Executive shall have “Good Reason” to terminate his employment under this Agreement if, at any time after a Change of Control has occurred and before the second anniversary of that Change of Control, one or more of the events listed in (a) through (f) of this Section 8.12 occurs and, based on that event, the Executive gives notice of such event (and of his intention to terminate his employment if Invacare does not cure such condition(s)) on a date that is both (i) within 90 days of the occurrence of that event and (ii) not later than the second anniversary of that Change of Control, and Invacare does not cure the condition(s) constituting the event within 30 days after such notice:

(a) The Executive is subjected to a Demotion or Removal involving a material diminution in the Executive’s authority, duties, or responsibilities or in those of the individual to whom the Executive is required to report; or

(b) The Executive’s Annual Base Salary is materially reduced (which for this purposes shall be deemed to occur if the reduction is five percent (5%) or greater); or

(c) The Executive’s opportunity for incentive compensation is materially reduced from the level of his opportunity for incentive compensation as in effect immediately before the date of the Change of Control or from time to time thereafter (which for this purposes shall be deemed to occur if the reduction is equivalent to a five percent (5%) or greater reduction in Executive’s Annual Base Salary); or

(d) The Executive is excluded (other than by his volitional action(s)) from full participation in any benefit plan or arrangement maintained for senior executives of Invacare generally, and such exclusion materially reduces the benefits provided to the Executive; or

(e) The Executive's principal place of employment for Invacare is relocated a material distance (which for this purpose shall be deemed to be more than 35 miles) from One Invacare Way, Elyria, Ohio; or

(f) Any other action or inaction that constitutes a material breach by Invacare of this Agreement or any other agreement under which the Executive provides his services to Invacare.

8.13 Post-CIC Entity. "Post-CIC Entity" means any entity (or any successor or parent thereof) that effects a Change of Control pursuant to Section 8.7.

8.14 Prime Plus One. "Prime Plus One" means the prime rate of interest, as reported by the *Wall Street Journal* or its successors, plus 1%.

8.15 Prior Bonus Amount. "Prior Bonus Amount" means an amount equal to the average of the bonuses earned by the Executive under Invacare's annual bonus plan with respect to the three fiscal years immediately preceding the fiscal year in which a Change of Control occurs, provided however, if the Change of Control occurs prior to Executive completing three full years of employment with Invacare, then the average of the bonuses earned for the actual number of full fiscal years employed by the Executive shall be used.

8.16 Prorated Bonus Amount. "Prorated Bonus Amount" means an amount equal to (a) times (b), in which (a) equals the Executive's Annual Base Salary multiplied by the higher of (i) the target bonus percentage in effect for the Executive under Invacare's bonus plan during the fiscal year immediately preceding the fiscal year in which the Change of Control occurs, or (ii) the target bonus percentage in effect for the Executive under Invacare's bonus plan during the fiscal year in which the Termination Date occurs; and (b) equals a quotient, in which the numerator is the number of days the Executive was employed by Invacare during the year in which the Termination Date occurs and the denominator is 365.

8.17 Termination Date. "Termination Date" means the date on which (and related terms, such as "termination of employment" and "terminate employment" mean a situation in which) the Executive incurs a separation from service with Invacare and all of its Affiliates within the meaning of Code Section 409A. A separation from service under Code Section 409A includes a quit, discharge, or retirement, or a leave of absence (including military leave, sick leave, or other bona fide leave of absence such as temporary employment by the government, at the point that such leave exceeds the greater of: (i) six months; (ii) the period for which the Participant's right to reemployment is provided either by statute or by contract, or (iii) in the case of sick leave, twenty-nine (29) months, if the Executive's injury or sickness can be expected to result in death or can be expected to last for a continuous period of not less than 6 months, and such injury or sickness renders the Executive unable to perform the duties of his position of employment or any substantially similar position of employment). A separation from service under Code Section 409A also occurs upon a permanent decrease in service to a level that is no more than twenty percent (20%) of its prior level. For this purpose, whether a separation from service has occurred is determined based on whether it is reasonably anticipated that no further services will be performed by the Executive after a certain date or that the level of bona fide services the Executive will perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed (whether as an employee or an

independent contractor) over the immediately preceding 36-month period (or the full period of services if the Executive has been providing services less than 36 months).

8.18 Voluntary Resignation. A “Voluntary Resignation” shall have occurred if the Executive terminates his employment with Invacare by voluntarily resigning at his own instance without having been requested to so resign by Invacare, except that any resignation by the Executive will not be deemed to be a Voluntary Resignation if, at the time of that resignation, the Executive had Good Reason to resign, which had not been waived in writing by the Executive.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVACARE CORPORATION  
 (“Invacare”)

By:

Name:

Title:

\_\_\_\_\_  
(the “Executive”)

Exhibit A

DESIGNATION OF BENEFICIARY

To:    Invacare Corporation  
      Attn: Secretary

I, the undersigned, \_\_\_\_\_, am a party to a certain Agreement with Invacare Corporation, an Ohio corporation, dated as of March \_\_, 2013 (the "Agreement"). Pursuant to the agreement, I have the right to designate a person or persons to receive, in the event of my death, any amounts that might become payable to me under the Agreement. I hereby exercise this right and direct that, upon my death, any amounts payable to me under the Agreement shall be distributed in the proportions set forth below to the following person(s) if he, she or they survive me, namely:

Beneficiary	Relationship	Percent Share

If none of the above-designated person (s) survives me, any amounts payable under the Agreement shall be distributed to \_\_\_\_\_.

Any and all previous designations of beneficiary made by me are hereby revoked, and I hereby reserve the right to revoke this designation of beneficiary.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)



Exhibit B  
Form of Release

**RELEASE AND WAIVER OF CLAIMS**

**THIS RELEASE AND WAIVER OF CLAIMS** ("Release"), is made and entered into by and between \_\_\_\_\_ ("the Company") and \_\_\_\_\_ ("Executive") with an Effective Date as described below.

**WITNESSETH:**

**WHEREAS**, Executive has entered into a Change of Control Agreement with the Company, dated \_\_\_\_\_, [2014] (the "Change of Control Agreement"); and

**WHEREAS**, pursuant to the terms of the Change of Control Agreement, Executive is eligible to receive severance payments and the accelerated vesting of equity awards and retirement benefits (collectively, the "Severance Benefits") upon a termination of Executive's employment under certain conditions; and

**WHEREAS**, pursuant to the terms of the Change of Control Agreement, in order for Executive to receive any of the Severance Benefits under the Change of Control Agreement, Executive must execute and deliver this Release and not revoke any release or waiver of claims provided herein.

**[INSERT SIMILAR WHEREAS CLAUSE IF EXECUTIVE IS ENTITLED TO OTHER SEVERANCE PAYMENTS OR BENEFITS UNDER AN AGREEMENT OUTSIDE OF THE CHANGE OF CONTROL AGREEMENT THAT REQUIRES A RELEASE OF CLAIMS.]**

**NOW, THEREFORE**, in consideration of, and subject to, the Severance Benefits payable to Executive pursuant to the Change of Control Agreement [**and LIST ANY OTHER APPLICABLE AGREEMENT**], the adequacy of which is hereby acknowledged by Executive, and which Executive acknowledges that he or she would not otherwise be entitled to receive, Executive and the Company hereby agree as follows:

1. Executive's Release. In consideration of the promises and agreements set forth in the Change of Control Agreement, Executive does hereby for himself/herself and for his/her heirs, executors, successors and assigns, release and forever discharge the Company, its parents, subsidiaries, divisions, and affiliated businesses, direct or indirect, if any, together with its and their respective officers, directors, shareholders, management, representatives, agents, employees, successors, assigns, and attorneys, both known and unknown, in both their personal and agency capacities (collectively, "the Company Entities") of and from any and all claims, demands, damages, actions or causes of action, suits, claims, charges, complaints, contracts, whether oral or written, express or implied and promises, at law or in equity, of whatsoever kind or nature, including but not limited to any alleged violation of any state or federal anti-discrimination statutes or regulations, including but not limited to Title VII of The Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, breach of any express or implied contract or promise, wrongful discharge, violation of public policy, or tort, all demands for attorney's fees, back pay, holiday pay, vacation pay, bonus, group insurance, any claims for reinstatement, all employee benefits and claims for money, out of pocket expenses, and any claims for emotional distress, degradation or humiliation, that Executive might now have or may subsequently have, whether known or unknown, suspected or unsuspected, by reason of any matter or thing, arising out of or in any way connected with, directly or indirectly, any acts or omissions of the Company or any of its directors, officers, shareholders, employees and/or agents arising out of Executive's employment and termination from employment that have occurred prior to and including the Effective Date of this Release, **except** those matters specifically set forth herein and **except** for (i) any pension or retirement benefits that may have vested on Executive's behalf and (ii) any claim Executive may have with respect to the Severance Benefits or the Change of Control Agreement.

2. Executives Who Are Age Forty and Above. The following provisions of this Section 2 apply only if Executive is age forty (40) or above as of the Effective Date:

(a) Older Workers Benefit Protection Act ("OWBPA"). Executive recognizes and understands that, by executing this Release, he/she shall be releasing the Company Entities from any claims that he/she now has, may have, or subsequently may have under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., as amended,

by reason of any matter or thing arising out of, or in any way connected with, directly or indirectly, any acts or omissions which have occurred prior to and including the Effective Date of this Release. In other words, Executive will have none of the legal rights against the aforementioned that he/she would otherwise have under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., as amended, by his/her signing this Release.

(b) Consideration Period. The Company hereby notifies Executive of his/her right to consult with his/her chosen legal counsel before signing this Release. The Company shall afford, and Executive acknowledges receiving, not less than twenty-one (21) calendar days [**CHANGE TO 45 DAYS THROUGHOUT DOCUMENT IF PART OF AGROUP**] in which to consider this Release to ensure that Executive's execution of this Release is knowing and voluntary. In signing below, Executive expressly acknowledges that he/she has been afforded the opportunity to take at least [**twenty-one (21)**] days to consider this Release and that his/her execution of same is with full knowledge of the consequences thereof and is of his/her own free will.

Notwithstanding the fact that the Company has allowed Executive [**twenty-one (21)**] days to consider this Release, Executive may elect to execute this Release prior to the end of such [**21**]-day period. If Executive elects to execute this Release prior to the end of such [**21**]-day period, then by his/her signature below, Executive represents that his/her decision to accept this shortening of the time was knowing and voluntary and was not induced by fraud, misrepresentation, or any threat to withdraw or alter the benefits provided by the Company herein, or by the Company providing different terms to any similarly-situated Executive executing this Release prior to end of such [**21**]-day consideration period.

(c) Revocation Period. Both the Company and Executive agree and recognize that, for a period of seven (7) calendar days following Executive's execution of this Release, Executive may revoke this Release by providing written notice revoking the same, within this seven (7) day period, delivered by hand or by certified mail, addressed to [\_\_\_\_], One Invacare Way, Elyria, Ohio 44036 delivered or postmarked within such seven (7) day period. In the event Executive so revokes this Release, each party will receive only those entitlements and/or benefits that he/it would have received regardless of this Release.

3. Acknowledgments. Executive acknowledges that Executive has carefully read and fully understands all of the provisions of this Release, that Executive has not relied on any representations of the Company or any of its representatives, directors, officers, employees and/or agents to induce Executive to enter into this Release, other than as specifically set forth herein and that Executive is fully competent to enter into this Release and has not been pressured, coerced or otherwise unduly influenced to enter into this Release and that Executive has voluntarily entered into this Release of Executive's own free will.

4. Warranty/Representation. Executive and the Company each warrant and represent that, prior to and including the Effective Date of this Release, no claim, demand, cause of action, or obligation that is subject to this Release has been assigned or transferred to any other person or entity, and no other person or entity has or has had any interest in any such claims, demands, causes of action or obligations, and that each has the sole right to execute this Release.

5. Invalidity. The parties to this Release agree that the invalidity or unenforceability of any one (1) provision or part of this Release shall not render any other provision(s) or part(s) hereof invalid or unenforceable and that such other provision(s) or part(s) shall remain in full force and effect.

6. No Assignment. This Release is personal in nature and shall not be assigned by Executive. All payments and benefits provided Executive herein shall be made to his/her estate in the event of his/her death prior to his/her receipt thereof.

7. Governing Law. This Release shall be governed under the laws of the State of Ohio.

8. Effective Date. This Release shall become effective upon execution of this Release by Executive; *provided, however,* that, if Executive is age forty (40) or above, this Release shall become effective only upon (a) execution of this Release by Executive after the expiration of the [**twenty-one (21)**] day consideration period described in Section 2(b) of this Release, unless such consideration period is voluntarily shortened as provided by law; and (b) the expiration of the seven (7) day period for revocation of this Release by Executive described in Section 2(c) of this Release.

NOTICE TO EXECUTIVE: READ BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF ALL CLAIMS AGAINST THE COMPANY ENTITIES PRIOR TO AND INCLUDING THE DATE OF EXECUTIVE'S EXECUTION OF THIS AGREEMENT.

IN WITNESS WHEREOF, Executive and the Company agree as set forth above:

SIGNATURE OF EXECUTIVE  
ACKNOWLEDGING DATE OF RECEIPT:

\_\_\_\_\_

RECEIPT WITNESSED BY:

\_\_\_\_\_

DATE OF EXECUTION BY EXECUTIVE:

\_\_\_\_\_

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_

EXECUTIVE NAME

EXECUTION WITNESSED BY:

\_\_\_\_\_

DATE OF EXECUTION BY COMPANY:

\_\_\_\_\_

AGREED TO AND ACCEPTED BY  
COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXECUTION WITNESSED BY:

\_\_\_\_\_

## Schedule of Change of Control Agreements

<b>Name</b>	<b>Position</b>	<b>Date of Agreement</b>
Matthew E. Monaghan	Chairman, President and Chief Executive Officer	April 1, 2015
Dean J. Childers	Senior Vice President and General Manager, North America	September 1, 2015
Ralf Ledda	Senior Vice President and General Manager, Europe, Middle East & Africa	November 1, 2016
Kathleen P. Leneghan	Senior Vice President and Chief Financial Officer	February 20, 2018

INVACARE CORPORATION  
FORM OF INDEMNITY AGREEMENT

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_\_, 20\_\_\_, by and between INVACARE CORPORATION, an Ohio corporation (the "Corporation"), and \_\_\_\_\_ ("Indemnitee"), a Director and an Officer of the Corporation.

WHEREAS, it is essential to the Corporation to retain and attract as Directors and/or Officers the most capable persons available, such as Indemnitee; and

WHEREAS, the prevalence of corporate litigation subjects directors and officers to expensive litigation risks, and it is the policy of the Corporation to indemnify its Directors and/or Officers so as to provide them with the maximum possible protection permitted by law; and

WHEREAS, in addition, because the statutory indemnification provisions of the Ohio Revised Code expressly provide that they are non-exclusive, it is the policy of the Corporation to indemnify Directors and Officers who, on behalf of the Corporation, have entered into settlements of derivative suits or have paid judgments, fines or penalties therefor, provided they have not breached the applicable statutory standard of conduct; and

WHEREAS, Indemnitee does not regard the protection available under the Corporation's Code of Regulations and insurance, if any, as adequate in the present circumstances, and considers it necessary and desirable to his or her service as a Director and/or Officer to have maximum protection, and the Corporation desires to provide such protection to induce Indemnitee to serve in such capacity; and

WHEREAS, the Ohio Revised Code Section 1701.13(E) and the Corporation's Code of Regulations Article V(a) provide that indemnification of Directors and Officers of the Corporation may be authorized by agreement, and thereby contemplates that contracts of this nature may be entered into between the Corporation and Indemnitee with respect to indemnification of Indemnitee as a Director or an Officer of the Corporation.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Corporation and Indemnitee do hereby agree as follows:

1. Agreement to Serve. Indemnitee agrees to serve or continue to serve as a Director and/or Officer of the Corporation for so long as he or she is duly elected or appointed or until such time as he or she tenders his or her resignation in writing or is otherwise terminated or removed from office.

The Corporation expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on the Corporation hereby in order to induce Indemnitee to continue to serve as a Director and/or Officer of the Corporation, and acknowledges that Indemnitee is relying upon this Agreement in continuing in such capacity.

2. Definitions. As used in this Agreement:

The term "Proceeding" shall include any threatened, pending, or completed action, suit or proceeding, whether brought by or in the right of the Corporation or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnitee may be or may have been involved as a party or otherwise, by reason of the fact that Indemnitee is or was a Director and/or Officer of the Corporation or any subsidiary of the Corporation, by reason of any action taken by Indemnitee or of any inaction on his or her part while acting as such a Director and/or Officer, or by reason of the fact that he or she is or was serving at the request of the Corporation as a director, officer, member or manager, partner, trustee, employee or agent of another corporation, domestic or foreign, non-profit or for-profit, a limited liability company or a partnership, joint venture, trust or other enterprise; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification or reimbursement can be provided under this Agreement.

The term "Expenses" shall include, without limitation, expenses of investigations, judicial or administrative proceedings or appeals, attorneys' fees and disbursements and any expenses of establishing a right to indemnification under Paragraph 9 of this Agreement, but shall not include the amount of judgments, fines or penalties against or settlements paid by Indemnitee.

References to "other enterprise" shall include, without limitation, employee benefit plans; references to "fines" shall include, without limitation, any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Corporation" shall include, without limitation, any service as a Director or Officer of the Corporation which imposes duties on, or involves services by, such Director or Officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of

the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Agreement.

3. Indemnity in Third-Party Proceedings. The Corporation shall indemnify Indemnitee in accordance with the provisions of this Paragraph 3 if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that Indemnitee is or was a Director and/or Officer of the Corporation or a subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member or manager, partner, trustee, employee or agent of another corporation, domestic or foreign, non-profit or for-profit, a limited liability company or a partnership, joint venture, trust or other enterprise, against all Expenses, judgments, settlements, fines and penalties, actually and reasonably incurred by Indemnitee in connection with the defense or settlement of such Proceeding, but only if Indemnitee acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any such Proceeding by judgment, order of court, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.

4. Indemnity for Expenses in Proceedings by or in the Right of the Corporation. The Corporation shall indemnify Indemnitee in accordance with the provisions of this Paragraph 4 if Indemnitee is a party to or threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was a Director and/or Officer of the Corporation or a subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member or manager, partner, trustee, employee or agent of another corporation, domestic or foreign, non-profit or for-profit, a limited liability company or a partnership, joint venture, trust or other enterprise, against all Expenses actually and reasonably incurred by Indemnitee in connection with the defense of such Proceeding, but only if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification for Expenses shall be made under this Paragraph 4 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court order or judgment, by a court of competent jurisdiction, to be liable to the Corporation, unless and only to the extent that any court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

5. Indemnity for Amounts Paid in Settlement in Proceedings by or in the Right of the Corporation. The Corporation shall indemnify Indemnitee in accordance with the provisions of this Paragraph 5 if Indemnitee is a party to or threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was a Director and/or Officer of the Corporation or a subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member or manager, partner, trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for-profit, a limited liability company or a partnership, joint venture, trust or other enterprise, against all amounts actually and reasonably paid in settlement by Indemnitee in connection with any such Proceeding, but only if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

6. Indemnity for Amounts Paid for in Judgments in Proceedings by or in the Right of the Corporation. The Corporation shall indemnify Indemnitee in accordance with the provisions of this Paragraph 6 if Indemnitee is a party to or threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was a Director and/or Officer of the Corporation or a subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member or manager, partner, trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for-profit, a limited liability company or a partnership, joint venture, trust or other enterprise, against all judgments, fines and penalties actually and reasonably incurred by Indemnitee in connection with any such Proceeding, but only if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

7. Indemnification of Expenses of Successful Party. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

8. Advances of Expenses. Any Expenses incurred by or on behalf of Indemnitee pursuant to Paragraphs 3 or 4 in any Proceeding shall be paid by the Corporation in advance upon the written request of Indemnitee if Indemnitee shall undertake to (a) repay such amount to the extent that it is ultimately determined by clear and convincing evidence in a court that Indemnitee is not entitled to indemnification hereunder, and (b) reasonably cooperate with the Corporation concerning the action, suit or



proceeding giving rise to the Expenses. Any advances to be made under this Paragraph 8 shall be paid by the Corporation to Indemnitee within twenty (20) days following delivery of a written request therefor by Indemnitee to the Corporation.

9. Procedure. Any indemnification and advances provided for in Paragraph 3, 4, 5, 6, 7 and 8 shall be made no later than twenty (20) days after receipt of the written request of Indemnitee. If a claim under this Agreement, under any statute, or under any provision of the Corporation's Code of Regulations or Articles of Incorporation providing for indemnification, is not paid in full by the Corporation within twenty (20) days after a written request for payment thereof has been first received by the Corporation, Indemnitee may, but need not, at any time thereafter bring an action against the Corporation to recover the unpaid amount of the claim and, subject to the other provisions of this Agreement, Indemnitee also shall be entitled to be paid for the Expenses of bringing such action. It shall be a defense to any such action (other than an action brought to enforce a claim for Expenses incurred in connection with any action, suit or proceeding in advance of its final disposition) that Indemnitee has not met the standards of conduct which make it permissible under applicable law for the Corporation to indemnify Indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation and Indemnitee shall be entitled to receive advance payments of expenses pursuant to Paragraph 8 hereof unless and until such defense may be finally adjudicated by court order or judgment from which no further right of appeal exists. It is the parties' intention that if the Corporation contests Indemnitee's right to indemnification, the question of Indemnitee's right to indemnification shall be for the court to decide. There shall exist in such action a rebuttable presumption that Indemnitee has met the applicable standard(s) of conduct and is therefore entitled to indemnification pursuant to this Agreement. Neither the failure of the Corporation (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel or its shareholders) to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct as may be required by applicable law, nor any actual determination by the Corporation (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel, or its shareholders) that Indemnitee has not met such applicable standard of conduct, shall (a) constitute a defense to such action, (b) create a presumption that Indemnitee has or has not met the applicable standard of conduct, or (c) otherwise alter the presumption in favor of Indemnitee referred to in the preceding sentence.

10. Allowance for Compliance with SEC Requirements. Indemnitee acknowledges that the Securities and Exchange Commission ("SEC") has expressed the opinion that indemnification of directors and officers from liabilities under the Securities Act of 1933, as amended (the "Act"), is against public policy as expressed in the Act and is, therefore, unenforceable. Indemnitee hereby acknowledges and agrees that it will not be a breach of this Agreement for the Corporation to undertake with the SEC in connection with the registration for sale of any capital stock or other securities of the Corporation from time to time that, in the event a claim for indemnification against such liabilities (other than the payment by the Corporation of expenses incurred or paid by a director or officer of the Corporation in the successful defense of any action, suit or proceeding) is asserted in connection with such capital stock or other securities being registered, the Corporation will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of competent jurisdiction on the question of whether or not such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. Indemnitee further agrees that such submission to a court of competent jurisdiction shall not be a breach of this Agreement.

11. Indemnification Hereunder Not Exclusive. The indemnification provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may be entitled under the Articles of Incorporation or the Code of Regulations of the Corporation, any agreement, any vote of shareholders or disinterested directors, the Ohio General Corporation Laws, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

The indemnification under this Agreement for any action taken or not taken while serving in an indemnified capacity shall continue as to Indemnitee even though he or she may have ceased to be a Director and/or Officer and shall inure to the benefit of the heirs, executors and personal representatives of Indemnitee.

12. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Corporation for some claims, issues or matters, but not as to other claims, issues or matters, or for some or a portion of the Expenses, judgments, fines or penalties actually and reasonably incurred by Indemnitee or amounts actually and reasonably paid in settlement by Indemnitee in the investigation, defense, appeal or settlement of any Proceeding, but not for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such claims, issues or matters or Expenses, judgments, fines, penalties or amounts paid in settlement to which Indemnitee is entitled.

13. No Rights of Continued Employment. Nothing contained in this Agreement is intended to create in Indemnitee any right to continued employment with the Corporation.

14. Reimbursement to Corporation by Indemnitee; Limitation on Amounts Paid by Corporation. To the extent Indemnitee has been indemnified by the Corporation hereunder and later receives payments from any insurance carrier covering the same

Expenses, judgments, fines, penalties or amounts paid in settlement so indemnified by the Corporation hereunder, Indemnitee shall immediately reimburse the Corporation hereunder for all such amounts received from the insurer.

Notwithstanding anything contained herein to the contrary, Indemnitee shall not be entitled to recover amounts under this Agreement which, when added to the amount of indemnification payments made to, or on behalf of, Indemnitee, under the Articles of Incorporation or Code of Regulations of the Corporation, in the aggregate exceed the Expenses, judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by Indemnitee ("Excess Amounts"). To the extent the Corporation has paid Excess Amounts to Indemnitee, Indemnitee shall be obligated to immediately reimburse the Corporation for such Excess Amounts.

Notwithstanding anything contained herein to the contrary, the Corporation shall not be obligated under the terms of this Agreement to indemnify Indemnitee:

(a) or advance expenses to Indemnitee with respect to proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise, but such indemnification or advancement of expenses may be provided by the Corporation in specific cases if the Board of Directors finds it appropriate;

(b) if it is proved by final judgment in a court of law or other final adjudication to have been based upon or attributable to the Indemnitee's in fact having gained any personal profit or advantage to which he or she was not legally entitled;

(c) for any expenses incurred by Indemnitee with respect to any proceeding instituted by Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous;

(d) for a disgorgement of profits made from the purchase and sale by Indemnitee of securities pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any state statutory law or common law; or

(e) for any Expenses, judgment, fine or penalty which the Corporation is prohibited by applicable law from paying as indemnity or for any other reason.

15. Scope. Notwithstanding any other provision of this Agreement, except Paragraph 14 hereof, the Corporation hereby agrees to indemnify the Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the other provisions of this Agreement, the Corporation's Code of Regulations or Articles of Incorporation, or by statute. In the event of any change, after the date of this Agreement, in any applicable law, statute or rule which expands the right of an Ohio corporation to indemnify a member of its board of directors or an officer, such change shall be deemed to be within the purview of the Indemnitee's rights and the Corporation's obligations under this Agreement. In the event of any change in any applicable law, statute or rule which narrows the right of an Ohio corporation to indemnify a member of its board of directors or an officer, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder.

16. Notice to Insurers. If, at the time of the receipt of a written request of Indemnitee pursuant to Paragraph 9 hereof, the Corporation has director and officer liability insurance in effect, the Corporation shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Corporation shall thereafter take all necessary or desirable action, using commercially reasonable efforts, to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

17. Continuation of Rights and Obligations. All rights and obligations of the Corporation and Indemnitee hereunder shall continue in full force and effect despite the subsequent amendment or modification of the Corporation's Articles of Incorporation or Code of Regulations, as such are in effect on the date hereof, and such rights and obligations shall not be affected by any such amendment or modification, any resolution of directors or shareholders of the Corporation, or by any other corporate action which conflicts with or purports to amend, modify, limit or eliminate any of the rights or obligations of the Corporation and/or Indemnitee hereunder.

18. Amendment and Modification. This Agreement may only be amended, modified or supplemented by the written agreement of the Corporation and Indemnitee.

19. Assignment. This Agreement shall not be assigned by the Corporation or Indemnitee without the prior written consent of the other party thereto, except that the Corporation may freely assign its rights and obligations under this Agreement to any subsidiary for whom Indemnitee is serving as a director and/or officer thereof; provided, however, that no permitted assignment shall release the assignor from its obligations hereunder. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including,

without limitation, any successor to the Corporation by way of merger, consolidation and/or sale or disposition of all or substantially all of the capital stock of the Corporation.

20. Saving Clause. If this Agreement or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, the Corporation shall nevertheless indemnify Indemnatee as to Expenses, judgments, fines, penalties and amounts paid in settlement with respect to any Proceeding to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated or by any other applicable law.

21. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts each of which shall be deemed an original binding the signer thereof against the other signing parties, but all counterparts together shall constitute one and the same instrument. Executed signature pages may be removed from counterpart agreements and attached to one or more fully executed copies of this Agreement. The parties may execute and deliver this Agreement by facsimile signature, which shall have the same binding effect as an original ink signature.

22. Notice. Indemnatee shall, as a condition precedent to his or her right to be indemnified under this Agreement, give to the Corporation notice in writing as soon as practicable of any claim made against him or her for which indemnity will or could be sought under this Agreement. Notice to the Corporation shall be directed to the Corporation at its headquarters located at One Invacare Way, Elyria, Ohio 44035, Attention: Chairman (or such other address as the Corporation shall designate in writing to Indemnatee). Notice shall be deemed received three days after the date postmarked if sent by prepaid mail, properly addressed. In addition, Indemnatee shall give the Corporation such information and cooperation as it may reasonably require within Indemnatee's power.

23. Applicable Law. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance, shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflict of law).

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed and signed as of the day and year first above written.

INVACARE CORPORATION  
THE "CORPORATION"

By

Its:

"INDEMNITEE"

Schedule of Indemnity Agreements with Current Directors and Executive Officers

## Schedule of Agreements

<u>Person</u>	<u>Position</u>	<u>Date of Agreement</u>
A. Malachi Mixon, III	Former Chairman of the Board and Director	May 24, 2001
Gerald B. Blouch	Former President & Chief Executive Officer and Director	May 24, 2001
Louis F.J. Slangen	Former Senior Vice President - Corporate Marketing and Chief Product Officer	May 24, 2001
Robert K. Gudbranson	Former Senior Vice President, Chief Financial Officer and Treasurer	April 1, 2008
Anthony C. LaPlaca	Senior Vice President, General Counsel and Secretary	December 29, 2008
Patricia A. Stumpp	Former Senior Vice President - Human Resources	September 1, 2009
Carl E. Will	Former Senior Vice President - Global Commercial Operations	November 19, 2010
James C. Boland	Former Director	May 24, 2001
Michael F. Delaney	Former Director	May 24, 2001
Dan T. Moore, III	Former Director	May 24, 2001
William M. Weber	Former Director	May 24, 2001
Dr. C. Martin Harris	Director	January 24, 2003
Dale C. LaPorte	Former Director	February 12, 2009
Charles S. Robb	Former Director	March 1, 2010
James L. Jones	Former Director	December 1, 2010
Baiju R. Shah	Director	May 19, 2011
Ellen O. Tauscher	Former Director	February 9, 2012
Michael J. Merriman	Director	May 14, 2014
Clifford D. Nastas	Director	May 14, 2015
Marc M. Gibeley	Director	November 20, 2015
Dean J. Childers	Senior Vice President and General Manager, North America	September 1, 2015
Gordon Sutherland	Former Senior Vice President and General Manager, Europe, Middle East & Africa	September 1, 2015
Susan H. Alexander	Director	December 1, 2016
Ralf Ledda	Senior Vice President & General Manager, Europe, Middle East & Africa	November 1, 2016
Barbara W. Bodem	Director	August 18, 2017
Kathleen P. Leneghan	Interim Senior Vice President and Chief Financial Officer	November 1, 2017

**Non-Employee Director Compensation**  
Effective March 2017

**Board Member Fees:**

Annual Retainer:	\$ 60,000
Annual Equity Award:	\$ 105,000 (1)(2)
	\$ 165,000

**Lead Director Fee:** \$ 20,000

**Committee Chair Fees:**

Audit	\$ 15,000
Compensation	\$ 15,000
Nominating & Governance	\$ 10,000
Regulatory & Compliance	\$ 15,000

**Meeting Fees:** \$ 1,500 (3)

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(1) Target Value of restricted stock units

(2) New Directors receive an award of a pro-rated number of shares of the most recent annual grant based on the months remaining until the next annual grant

(3) For meetings attended in excess of 24 in a year

**Invacare Corporation Subsidiaries**

- 1 Adaptive Switch Laboratories, Inc., a Texas corporation.
- 2 Alber GmbH, a German limited liability company.
- 3 Alber USA, LLC, an Ohio limited liability company.
- 4 Aquatec Operations GmbH, a German limited liability company.
- 5 Carroll Healthcare General Partner Inc., an Ontario corporation.
- 6 Carroll Healthcare Inc., an Ontario corporation.
- 7 Dynamic Connect (Suzhou) Hi-Tech Electronics Co., Ltd., a Chinese company.
- 8 Dynamic Controls, a New Zealand company.
- 9 Dynamic Europe Ltd., a UK company.
- 10 Dynamic Suzhou Holdings New Zealand, a New Zealand company.
- 11 Freedom Designs, Inc., a California corporation.
- 12 Invacare AB, a Swedish company.
- 13 Invacare AG, a Swiss company.
- 14 Invacare A/S, a Danish company.
- 15 Invacare AS, a Norwegian company.
- 16 Invacare GmbH, a German company.
- 17 Invacare Asia Ltd., a Hong Kong company.
- 18 Invacare Australia Pty Limited, an Australian company.
- 19 Invacare Austria GmbH, an Austrian company.
- 20 Invacare B.V., a Netherlands company.
- 21 Invacare Canada General Partner Inc., a Canadian federal corporation.
- 22 Invacare Canada L.P., an Ontario limited partnership.
- 23 Invacare Canadian Holdings, Inc., a Delaware corporation.
- 24 Invacare Canadian Holdings, LLC, a Delaware limited liability company.
- 25 Invacare Continuing Care, Inc., a Missouri corporation.
- 26 Invacare Credit Corporation, an Ohio corporation.
- 27 Invacare Dolomite AB, a Swedish company.
- 28 Invacare (Deutschland) GmbH, a German company.
- 29 Invacare Florida Corporation, a Delaware corporation.
- 30 Invacare Florida Holdings, LLC, a Delaware limited liability company.
- 31 Invacare France Operations SAS, a French company.
- 32 Invacare Germany Holding GmbH, a German company.
- 33 Invacare Holding AS, a Norwegian company.
- 34 Invacare Holdings C.V., a Netherlands partnership.
- 35 Invacare Holdings, LLC, an Ohio limited liability company.
- 36 Invacare Holdings New Zealand, a New Zealand company.
- 37 Invacare Holdings SARL, a Luxembourg company.
- 38 Invacare Holding Two AB, a Swedish company.
- 39 Invacare Holdings Two B.V., a Netherlands company.
- 40 Invacare Holdings Two SARL, a Luxembourg company.
- 41 Invacare Ireland Ltd., an Ireland company.
- 42 Invacare International Corporation, an Ohio corporation.
- 43 Invacare International SARL, a Swiss company.
- 44 Invacare Limited, a UK company.
- 45 Invacare Mauritius Holdings, a Republic of Mauritius company.

- 46 Invacare MeccSan Srl, an Italian company.
- 47 Invacare New Zealand, a New Zealand company.
- 48 Invacare NV, a Belgium company.
- 49 Invacare Poirier SAS, a French company.
- 50 Invacare (Portugal)—Sociedade Industrial e Comercial de Ortopedia, Lda., a Portuguese company.
- 51 Invacare (Portugal) II—Material Ortopedico, Lda., a Portuguese company.
- 52 Invacare Rea AB, a Swedish company.
- 53 Invacare S.A., a Spanish company.
- 54 Invacare UK Operations Ltd., a UK company.
- 55 Invacare Verwaltungs GmbH, A German limited liability company.
- 56 Invamex Holdings LLC, a Delaware limited liability company.
- 57 Invamex S.A. de R.L. de C.V., a Mexican corporation.
- 58 Invatection Insurance Company, a Vermont corporation.
- 59 Kuschall AG, a Swiss company.
- 60 Medbloc, Inc., a Delaware corporation.
- 61 Motion Concepts, L.P., an Ontario limited partnership.
- 62 Perpetual Motion Enterprises Limited, an Ontario corporation.
- 63 Scandinavian Mobility International ApS, a Danish company.
- 64 The Aftermarket Group, Inc., a Delaware corporation.

Note that all entities are direct or indirect wholly owned subsidiaries.



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8, No. 33-87052) dated December 5, 1994 pertaining to the Invacare Corporation 1994 Performance Plan,
- (2) Registration Statement (Form S-8, No. 333-57978) dated March 30, 2001 pertaining to the Invacare Corporation 1994 Performance Plan,
- (3) Registration Statement (Form S-8, No. 333-109794) dated October 17, 2003 pertaining to the Invacare Corporation 2003 Performance Plan,
- (4) Registration Statement (Form S-8, No. 333-136391) dated August 8, 2006 pertaining to the Invacare Corporation 2003 Performance Plan,
- (5) Registration Statement (Form S-8, No. 333-161109) dated August 6, 2009 pertaining to the Invacare Corporation 2003 Performance Plan;
- (6) Registration Statement (Form S-8, No. 333-188803) dated May 23, 2013 pertaining to the Invacare Corporation 2013 Equity Compensation Plan; and
- (7) Registration Statement (Form S-8, No. 333-215206) dated December 21, 2016 pertaining to the Invacare Corporation 2013 Equity Compensation Plan

of our reports dated March 9, 2018, with respect to the consolidated financial statements and schedule of Invacare Corporation and subsidiaries and the effectiveness of internal control over financial reporting of Invacare Corporation, included in this Annual Report (Form 10-K) of Invacare Corporation for the year ended December 31, 2017.

/s/ Ernst & Young LLP

Cleveland, Ohio  
March 9, 2018

## CERTIFICATIONS

I, Matthew E. Monaghan, certify that:

1. I have reviewed this annual report on Form 10-K of Invacare Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

INVACARE CORPORATION

/s/ MATTHEW E. MONAGHAN

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Matthew E. Monaghan  
*Chief Executive Officer*  
*(Principal Executive Officer)*

Date: March 9, 2018

## CERTIFICATIONS

I, Kathleen P. Leneghan, certify that:

1. I have reviewed this annual report on Form 10-K of Invacare Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

INVACARE CORPORATION

/s/ KATHLEEN P. LENEGHAN

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*Chief Financial Officer*  
*(Principal Financial Officer)*

Date: March 9, 2018

**Certification**  
**Pursuant to Section 18 U.S.C. Section 1350,**  
**as adopted pursuant to Section 906**  
**of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Invacare Corporation (the “company”) on Form 10-K for the period ending December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Matthew E. Monaghan, Chief Executive Officer of the company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the company.

/s/ MATTHEW E. MONAGHAN

\_\_\_\_\_  
Matthew E. Monaghan  
*Chief Executive Officer*  
*(Principal Executive Officer)*

Date: March 9, 2018

A signed original of this written statement required by Section 906 has been provided to Invacare Corporation and will be retained by Invacare Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification**  
**Pursuant to Section 18 U.S.C. Section 1350,**  
**as adopted pursuant to Section 906**  
**of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Invacare Corporation (the “company”) on Form 10-K for the period ending December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Kathleen P. Leneghan, Chief Financial Officer of the company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the company.

Date: March 9, 2018

/s/ KATHLEEN P. LENEGHAN

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Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Invacare Corporation and will be retained by Invacare Corporation and furnished to the Securities and Exchange Commission or its staff upon request.