

# iCHAIR MC1

1.610



Permissible user weight  
120 kg (incl. additional load)



**MEYRA®**



Compatible parts



Comfortable operation



Castor wheels with aluminum rim



Standard side panel

## *The compact and intelligent entry model*

### **EFFICIENCY**

- Easy maintenance and a high level of serviceability guarantee efficiency
- Little need for repair due to the use of high-quality and durable components
- Modular design of the iCHAIR family enables compatibility of components
- Numerous adjustment options allow individual adaptation
- Simplified re-use due to optimum user limits

### **THERAPEUTIC BENEFIT**

- Ideal for keeping mobile at home and at work
- Effective pressure relief and relaxed positioning for long sitting periods thanks to large electrical adjustment ranges
- Various seating systems according to individual needs

### **USE**

- For indoor and outdoor use
- For permanent, all-day use in independent mobility
- For working and active people needing a wheelchair for various aspects of everyday life
- Suitable for outdoor use thanks to standard large tyres
- Compact dimensions and the high degree of manoeuvrability enable indoor spaces to be mastered with ease

ORDER

COST ESTIMATE

CUSTOM DESIGN

**Please fax the completed order form to: +49 5733 922 9311 Customer service: +49 5733 922 311**

Billing address / Customer ref. no.:

---

Delivery address:

---

Consignment / Comments:

**MEYRA®**



Permissible user weight 120 kg (incl. additional load)

## iCHAIR MC1 1.610

All prices subject to VAT at the prevailing rate! Valid from 01.01.2020 – 31.12.2020. Our Terms and Conditions as stated at [www.meyra.de/AGB](http://www.meyra.de/AGB) shall apply.



### Specifications

Seat width <sup>1) 2) 3)</sup>	430 - 600
Seat depth <sup>2) 3)</sup>	400 - 560/400 - 560
Back height <sup>2) 3) 9)</sup>	450 - 500/530 - 570
Lower leg length <sup>2) 3)</sup>	280 - 430/350 - 500
Armrest height <sup>2) 3)</sup>	240 - 350/180 - 290
Seat height front <sup>2) 3)</sup>	440 - 510/500 - 600
Length with footrests	1,130
Length without footrests	830
Width, ready to move <sup>2)</sup>	590 - 630

Height without headrest <sup>2)</sup>	930 - 1,130
Transport length	830
Transport height min.	560
Wheel size, front	260 x 70 (10")
Wheel size, front	230 x 70 (9")
Wheel size, front	200 x 50 (8")
Wheel size, rear	356 x 75 (14")
Wheel size, rear	320 x 60 (12.5")
Max. obstacle height <sup>7)</sup>	60
Turning radius	840

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

## Specifications

### WEIGHT IN KG

Min. transport weight empty basic version <sup>4)</sup>	100
User weight max.	120
Permissible total weight incl. options	280
Max. additional load	10

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance ± 10 mm

Data subject to design changes.

<sup>1)</sup> see category Seat width 01

<sup>2)</sup> seating systems belt / ErgoSeat

<sup>3)</sup> seat angle 4°

<sup>4)</sup> without legrests and without armrests

<sup>6)</sup> see category 00 chassis/motor

<sup>7)</sup> 120 mm incl. step climber

<sup>8)</sup> The adjustment range may deviate by max. +/-3° depending on SH and castor wheel size.

<sup>9)</sup> with armrest CODE 106

### PROPERTIES

Speeds km/h	6
Motor power W	2 x 180
Range with battery 38 Ah (5h), 45 Ah (20h) max. in km <sup>6)</sup>	max. 28 km
Range with battery 63 Ah (5h), 73 Ah (20h) max. in km <sup>6)</sup>	max. 40 km
Permitted uphill / downhill gradient	15 %
Steering type	Indirect
Seat tilt, electric <sup>8)</sup>	-2° to 26°
Seat tilt, mechanical	0° to 10°
Back angle, electric	-10° to 50°
Back angle, mechanical	-10° to 30°

## Chassis / Motor

CODE	DESCRIPTION
	Speed      Motor power      Range
<input type="checkbox"/> 115	6 km/h      2 x 180W      max. 40 km

## Seat width (SW)

CODE	DESCRIPTION
<input type="checkbox"/> 43	SW 430 mm      Seat width infinitely variable from 430 to 550 mm via armrests (width of seat surface 430 mm)
<input type="checkbox"/> 48	SW 480 mm      Seat width infinitely variable from 480 to 600 mm via armrests (width of seat surface 480 mm)

## Seat depth (SD)

You can specify the seat depth you require in conjunction with the seating system in category 07 Seat and seating systems!

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

### 03 Front seat height (FSH) in combination with castor wheel (without seat cushion)

Please observe the height of the seat cushion: Standard seat cushion +60 mm, ErgoSeat +70 mm

CODE	DESCRIPTION	Ø INCH / MM	FRONT SEAT HEIGHT FSH IN MM*							
			430	440	460	470	480	500	510	530
157*	Tyres with plastic rim	8" 200	<input type="checkbox"/>	-	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	-
163**	Tyres with aluminium rim	9" 230	-	<input type="checkbox"/>	-	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-
142***	Tyres with aluminium rim	10" 260	-	-	<input type="checkbox"/>	-	-	<input type="checkbox"/>	-	<input type="checkbox"/>

\* CODE 157 only in conjunction with drive wheel 12" CODE 815, not in conjunction with step climber CODE 862, not in conjunction with Code 908

\*\* CODE 163 only in conjunction with drive wheel 12" CODE 815, not in conjunction with step climber CODE 862

\*\*\* CODE 142 only in conjunction with drive wheel 14" CODE 460

#### Castor wheel options

CODE	DESCRIPTION
<input type="checkbox"/> 146*	Puncture-resistant pneumatic tyres
<input type="checkbox"/> 481**	Standard pneumatic tyres
<input type="checkbox"/> 900	Puncture-proof tyres
<input type="checkbox"/> 816	Fender for castor wheels, only in conjunction with 9" or 10" castor wheels, CODE 163 or CODE 142

\* CODE 146 only in conjunction with castor wheel 9" CODE 163 or castor wheel 10" CODE 142

\*\* CODE 481 only in conjunction with drive wheel 8" CODE 157

### 04 Drive wheels

CODE	DESCRIPTION	Ø IN MM
<input type="checkbox"/> 815*	12" drive wheels with aluminium rims	320
<input type="checkbox"/> 460**	14" drive wheels with aluminium rims	356

\* CODE 815 only in conjunction with castor wheel 8" CODE 157 and castor wheel 9" CODE 163

\*\* CODE 460 only in conjunction with castor wheel 10" CODE 142

#### Drive wheel options

CODE	DESCRIPTION
<input type="checkbox"/> 846	Puncture-resistant pneumatic tyres
<input type="checkbox"/> 904	Puncture-proof tyres
<input type="checkbox"/> 824	Fender for drive wheels

### 05 Tyre colour

CODE	DESCRIPTION
<input type="checkbox"/> 908	Black (abrasion-resistant), rim in carbon look
<input type="checkbox"/> 909	Grey, rim in carbon look

**Note: Tyres consist of a rubber compound which may leave permanent marks or be hard to remove from some surfaces (e.g. plastic, wooden or parquet flooring, rugs and carpets). We cannot accept liability for any abrasion damage to flooring.**

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

## 06 Seat tilt

CODE	DESCRIPTION	SEAT TILT
<input type="checkbox"/> 119	Mechanical seat tilt, in stages	0° to 10°
<input type="checkbox"/> 118	Electric seat tilt, infinitely variable by 28 degrees*	-2° to 26°

\*The adjustment range may deviate by max. +/-3° depending on SH and castor wheel size.

## 07 Seat and seating systems

CODE	DESCRIPTION	SEAT DEPTH	COMPATIBLE WITH BACK SYSTEM CODE		
			Back strap 737/287	Adjustable strap 736/287	ErgoSeat back 949
<input type="checkbox"/> 738 / 615*	Seat belt without cushion	400 mm	●	●	●
<input type="checkbox"/> 738 / 788*	Seat belt without cushion	430 mm	●	●	●
<input type="checkbox"/> 738 / 619*	Seat belt without cushion	460 mm	●	●	●
<input type="checkbox"/> 738 / 792*	Seat belt without cushion	490 mm	●	●	●
<input type="checkbox"/> 738 / 793	Seat belt without cushion	530 mm	●	●	●
<input type="checkbox"/> 948 / 615	ErgoSeat seat	400 mm	-	-	●
<input type="checkbox"/> 948 / 788	ErgoSeat seat	430 mm	-	-	●
<input type="checkbox"/> 948 / 619	ErgoSeat seat	460 mm	-	-	●
<input type="checkbox"/> 948 / 792	ErgoSeat seat	490 mm	-	-	●
<input type="checkbox"/> 948 / 793	ErgoSeat seat	530 mm	-	-	●
<input type="checkbox"/> 561 / 615	Seat cushion, textile, black	400 mm	●	●	●
<input type="checkbox"/> 561 / 788	Seat cushion, textile, black	430 mm	●	●	●
<input type="checkbox"/> 561 / 619	Seat cushion, textile, black	460 mm	●	●	●
<input type="checkbox"/> 561 / 792	Seat cushion, textile, black	490 mm	●	●	●
<input type="checkbox"/> 561 / 793	Seat cushion, textile, black	530 mm	●	●	●

Please observe the front height of the seat cushion: Standard seat cushion +60 mm, ErgoSeat +70 mm.  
\* Seat depths 400, 430, 460, 490, 530 mm configurable

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

## 08 ErgoSeat covers

CODE	DESCRIPTION
<input type="checkbox"/> 237	ErgoSeat cover, textile, black, with grey seams
<input type="checkbox"/> 4980	ErgoSeat cover, incontinence, black

## 09 Back and back systems

CODE	DESCRIPTION	COMPATIBLE WITH SEATING SYSTEM CODE	
		Ergo-Seat 948...	Seat cushion 561...
<input type="checkbox"/> 737/287	Standard back strap, black Height: 500 mm, can be modified to 450 mm	-	●
<input type="checkbox"/> 736/287	Adjustable strap, black, height: 500 mm, can be modified to 450 mm	-	●
<input type="checkbox"/> 608	Round tubing, 22 mm, incl. one-piece push bar, without back upholstery, prepared for external back systems*	●	●
<input type="checkbox"/> 949	ErgoSeat back, height: 530 mm, can be modified to 570 mm	●	●

\* Not in conjunction with pelottes Code 957 and 954

## 10 Back options (adjustments)

CODE	DESCRIPTION		
<input type="checkbox"/> 814	One-piece push bar		
<input type="checkbox"/> 410	Individual push handles incl. stabiliser bar, only in conjunction with ErgoSeat, standard and adjustable strap		
<input type="checkbox"/> 913	Headrest, imitation leather, black		
<input type="checkbox"/> 401	Mechanical back adjustment	-10° to 30°	10° increments
<input type="checkbox"/> 25	Electric back adjustment	-10° to 50°	infinitely variable

## 11 Side panels and armrests

1 = detachable 2 = height-adjustable 3 = width-adjustable 4 = depth-adjustable

Please observe the marked functional properties!

CODE	DESCRIPTION	1	2	3	4
<input type="checkbox"/> 106	Standard side panel with padded armrest and black clothing guard with colour insert	●	●	●	●
<input type="checkbox"/> 4960	Side panel with padded armrest, black clothing guard with colour insert and slight trough in arm pad	●	●	●	●

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

## 12 Legrests

CODE	DESCRIPTION	54	798
<input type="checkbox"/> 93*	Legrests, detachable and swing-away	●	●
<input type="checkbox"/> 92*	Legrests, swivel-up, detachable and swing-away	-	●

\* standard abduction +/- 20 mm each side

### legrest options

CODE	DESCRIPTION
<input type="checkbox"/> 105*	Footboard adapter: abduction +/- 45 mm each side

\*only in conjunction with CODE 54, 92 or 93

## 13 Footrests

CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH	92	93
<input type="checkbox"/> 54	One-piece footrest, 60 mm depth-adjustable (in 4 increments), flip-up, height and angle-adjustable	150 mm	280 - 430 mm	-	●
<input type="checkbox"/> 798	Two-piece footrest, flip-up, height and angle-adjustable	150 mm	280 - 430 mm	●	●
<input type="checkbox"/> 822	Shoe holder straps (pair)				
<input type="checkbox"/> 823	Heel loops (pair)				

Please note that the lower leg length increases accordingly with the various seating systems: Standard seat cushion +60 mm, ErgoSeat +70 mm.

## 14 Batteries and chargers

CODE	DESCRIPTION	RANGE 6 KM/H
<input type="checkbox"/> 4696	Maintenance-free batteries approx. 63 Ah (5h), 45 Ah (20h)	28 km
<input type="checkbox"/> 5158	Maintenance-free batteries approx. 66 Ah (5h), 80 Ah (20h)	40 km
<input type="checkbox"/> 731	Charger 6A for 45 Ah (20 h)	
<input type="checkbox"/> 733	Charger 12 A recommended for 73 Ah (20 h)	

## 15 Lighting

CODE	DESCRIPTION
<input type="checkbox"/> 932	Active LED lighting at front and rear in accordance with road traffic licensing regulations (StVZO)
<input type="checkbox"/> 703	Without light



Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

## 16 Control modules and accessories

CODE	DESCRIPTION	CONTROL
<input type="checkbox"/> 408	Power/control module VR2	none*
<input type="checkbox"/> 682	Adjustment module VR2 for electr. seat tilt and electr. back adjustment	2 actuators

\*Control of 2 actuators in conjunction with adjustment module CODE 682. Software for programming VR2 on request

### Options for control module

CODE	DESCRIPTION
<input type="checkbox"/> 74	Mounted right
<input type="checkbox"/> 60	Mounted left

## 17 Control module bracket

CODE	DESCRIPTION
<input type="checkbox"/> 4859	Control module bracket, length-adjustable
<input type="checkbox"/> 4566	Control module bracket, length and height-adjustable
<input type="checkbox"/> 4860	Control module bracket, length and height-adjustable, swing-away to the side (e.g. at table)
<input type="checkbox"/> 851	Control module bracket for attendant (control module can be switched from front to back) Only in conjunction with one-piece push bar CODE 814
<input type="checkbox"/> 4874	Protection bracket for control module VR2

## 18 Special control modules

CODE	DESCRIPTION
<input type="checkbox"/> 4789	Additional control module with priority function for attendant incl. mounting on back tube
<input type="checkbox"/> 4660	Tabletop with cut-out (central) for control module, swing-away to the right
<input type="checkbox"/> 4661	Tabletop with cut-out (central) for control module, swing-away to the left

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

### Joystick attachments

<input type="checkbox"/>	553	Tetra fork, vertical
<input type="checkbox"/>	556	Tetra fork, horizontal
<input type="checkbox"/>	734	Tetra fork, horizontal, adjustable to hand width
<input type="checkbox"/>	4589	Mushroom grip
<input type="checkbox"/>	4590	Ball grip
<input type="checkbox"/>	4591	T-grip
<input type="checkbox"/>	4593	Stick grip
<input type="checkbox"/>	4594	Knob
<input type="checkbox"/>	4595	Softball

### 19 Frame colours (standard colour matt black)

CODE	DESCRIPTION
<input type="checkbox"/>	5220 Custom frame colour

### Accent colours

CODE	SEAT/BACK TUBES/ACCENT SIDE PANEL/TWO-PIECE LEGREST/RIM INSERTS
<input type="checkbox"/>	207 matt black structure (without rim inserts)
<input type="checkbox"/>	212 polar white
<input type="checkbox"/>	186 magic blue
<input type="checkbox"/>	227 red metallic
<input type="checkbox"/>	180 lemon reflex
<input type="checkbox"/>	214 sun yellow

Rim inserts possible with 9/10/12/14" wheels.

Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

## 20 Wheelchair accessories

CODE	DESCRIPTION
<input type="checkbox"/> 906	Rear-view mirror right
<input type="checkbox"/> 927	Rear-view mirror left
<input type="checkbox"/> 2676	Rear marking tape
<input type="checkbox"/> 676	Rear marking plate
<input type="checkbox"/> 994	Luggage rack with metal rods
<input type="checkbox"/> 970	Walking aid holder
<input type="checkbox"/> 833	Retainer strap with buckle
<input type="checkbox"/> 4646	Therapy table swing-away to the side
<input type="checkbox"/> 590	Abduction wedge, only in conjunction with ErgoSeat CODE 948
<input type="checkbox"/> 862	Step climber

Date:

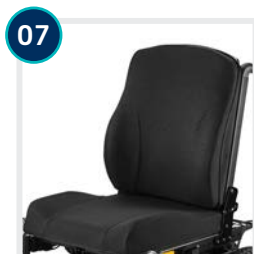
Signature:



04  
CODE 460



07  
CODE 737/287



07  
CODE 948/949



07  
CODE 237



09  
CODE 736/287



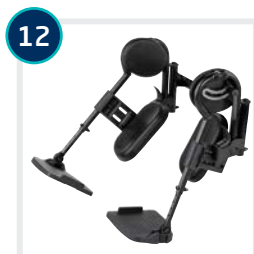
10  
CODE 25



11  
CODE 106



11  
CODE 4960



12  
CODE 92/808



14



15  
CODE 932



16  
CODE 408/4860



16  
CODE 408 / 682



18  
CODE 4789



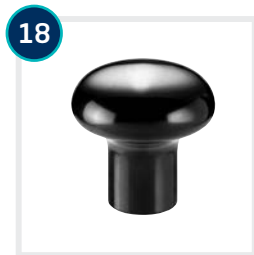
18  
CODE 553



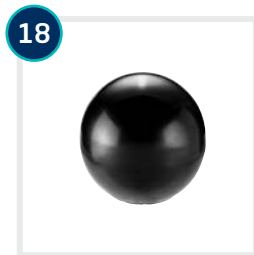
18  
CODE 556



18  
CODE 734



18  
CODE 4589



18  
CODE 4590



18  
CODE 4591



18  
CODE 4593



18  
CODE 4594



18  
CODE 4595



20  
CODE 970



20  
CODE 833



CODE 994



CODE 862

## 1. GENERAL - SCOPE OF APPLICATION

**1.1.** The following trading and delivery terms and conditions (T&C) of the company MEYRA GmbH shall be valid for all contracts concluded with the customers of the company. They shall also apply to all future transactions with the customer, even without a separate new agreement.

**1.2.** The customer accepts the T&C of MEYRA GmbH as binding for the present contract and also for all future contracts. Terms and conditions of the customer or third parties shall not apply. MEYRA GmbH shall not be bound by such terms and conditions, even if they are not expressly contradicted again in the individual case.

**1.3.** These conditions shall only apply if the customer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under public law.

## 2. OFFER, CONCLUSION OF CONTRACT

**2.1.** MEYRA GmbH offers are subject to alteration and non-binding, unless they are expressly designated as binding.

**2.2.** MEYRA GmbH can accept orders or commissions of the customer within 14 days of receipt by confirming the offer in writing.

**2.3.** Confirmation of the offer in writing constitutes conclusion of the contract; this shall also apply to any alterations or additions to the orders.

**2.4.** We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order. These documents may not be made accessible to third parties without our express written consent. Where we do not accept the customer's offer within the period specified in 2.2, these documents must be returned to us without delay.

## 3. PRICES

**3.1.** Prices are calculated exclusively in EURO. All prices are net prices. The respective statutory amount of value added tax shall be paid in addition.

**3.2.** Unless agreed otherwise in writing, our prices are ex works excluding packaging and shipping. Packaging and shipping costs shall be invoiced separately.

**3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permissible if more than four months lie between the conclusion of the contract and the agreed delivery date. In the event of wages or material costs increasing thereafter until completion, we shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery.

**3.4.** For follow-up orders, MEYRA GmbH shall not be bound to the prices from a previous contract.

**3.5.** If the order value is below 150.00 € net value of goods, a minimum quantity surcharge of 9.50 € including freight shall be charged.

## 4. DISPATCH, TRANSFER OF RISK

**4.1.** The place of performance for deliveries is the registered office of MEYRA GmbH, unless expressly agreed otherwise.

**4.2.** If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods (including partial deliveries) have been handed over to the third party designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

**4.3.** In the event of claims due to transport damages or losses being asserted against MEYRA GmbH, the customer must note the damage on the freight documents or, in the event of losses, arrange for this to

be recorded immediately and notify us of this within one week.

**4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.

**4.5.** In the event of delays in handover or dispatch for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for dispatch.

**4.6.** Where the customer specifies no specific instructions, the choice of the transport route and means shall be made by MEYRA GmbH, without guarantee and liability for the cheapest and fastest mode of dispatch.

## 5. DELIVERY TIME, SCOPE OF DELIVERY

**5.1.** Prospective delivery periods are to be understood as estimated delivery periods, unless a specific date has been expressly stipulated in writing.

**5.2.** If the parties have agreed a delivery period, this shall commence on the date the order is confirmed. The delivery period shall be deemed to have been observed if the goods have left the factory or notification of readiness for dispatch has been given by the end of the delivery period.

**5.3.** Compliance with agreed delivery and performance dates assumes the timely receipt of all documents to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled on time, the deadlines shall be extended accordingly.

**5.4.** MEYRA GmbH shall not be liable for delays in delivery arising from force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. strike, operational disturbances, delayed delivery by our own suppliers, transport delays, unfavourable weather conditions, etc.) for which it is not responsible. The delivery period shall be extended by the duration of the temporary hindrance to performance for which MEYRA GmbH is not responsible, plus a reasonable period for resumption.

**5.5.** If the resulting delays exceed a period of six weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of performance concerned.

**5.6.** MEYRA GmbH shall be entitled to make partial deliveries insofar as the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods is guaranteed and no additional costs arise for the customer as a result.

## 6. PAYMENT

**6.1.** Invoice amounts must be paid in full to one of the bank accounts specified by us within 30 days of receipt of the invoice. If the invoice is not for a spare part delivery or a repair invoice, the customer shall be entitled to a 2 % discount if payment is made within eight days of receipt of the invoice.

**6.2.** We shall only accept cheques and bills of exchange if this has been expressly agreed beforehand. Acceptance shall be on account of performance. Invoice adjustments for cheques and bills of exchange are subject to redemption. The value shall be credited effective as of the day we have access to the equivalent amount.

**6.3.** If the customer fails to pay on the due date, the outstanding amounts shall bear interest at 8 % p.a. above the respective base interest rate. We reserve the right to assert higher damages caused by default.

**6.4.** In the event of the customer being in arrears with a payment, all other claims based on the same legal relationship shall become due for payment immediately without the need for separate notification.

**6.5.** The customer shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer shall only be authorised to exercise a right of retention insofar as his counterclaim

is based on the same contractual relationship.

**6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

## 7. RETENTION OF TITLE

**7.1.** The goods delivered by MEYRA GmbH shall remain the property of MEYRA GmbH until complete settlement of all claims against the customer, including future claims.

**7.2.** The customer may sell the reserved goods in the ordinary course of business. He shall not be entitled to dispose of the goods in any other way, in particular by way of security assignment or pledge. The claims of the customer arising from the resale of the reserved goods (including other claims such as insurance claims or claims arising from unlawful acts in the event of loss or destruction) are hereby assigned to MEYRA GmbH by way of security. MEYRA GmbH accepts the assignment. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations. In the event of the customer being in default of payment, we shall be entitled to revoke the collection authorisation.

**7.3.** If the reserved goods are processed by the customer, it is hereby agreed that the processing shall take place in the name and for the account of MEYRA GmbH as manufacturer and that MEYRA GmbH shall directly acquire ownership or - if the processing takes place from or in connection with materials of several owners or the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the subject of delivery to the value of the newly created item. If MEYRA GmbH loses its property through combination or commingling, or if it should not become the owner of the subject of delivery in the case of processing, the customer shall hereby in advance transfer to MEYRA GmbH a co-ownership share in the uniform item corresponding to the proportional value of the subject of delivery. MEYRA GmbH hereby accepts the offer. The delivery shall be replaced by gratuitous custody.

**7.4.** The customer is obliged to inform us immediately of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents required to assert our rights. At the same time the customer shall inform the third party of MEYRA GmbH's right of ownership without being called upon to do so. Any costs arising in this connection shall be borne by the customer.

**7.5.** MEYRA GmbH undertakes to release the securities to which it is entitled at the customer's request insofar as they exceed the value of the claims to be secured by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH.

**7.6.** In the event of an insolvency petition concerning the customer, we hereby prohibit the resale or processing of our reserved goods and revoke our authorisation to collect the claims assigned to us.

**7.7.** In the event of default in payment by the customer, we shall be entitled to demand immediate surrender of the reserved goods.

## 8. GUARANTEE / LIABILITY

**8.1.** The customer shall inspect the delivered goods immediately upon delivery. Insofar as obvious defects are concerned or defects that would have been found in the course of a thorough inspection, the customer must notify us of complaints in writing within one week of receipt of the delivery. After expiry of this period, any liability for these defects shall be excluded. Guarantee claims for concealed defects shall only exist if they are notified to us in writing within one week of being detected.

**8.2.** In cases of defective delivery, we shall have the right, at our discretion, to repair the defective item or to replace it with a new delivery free of defect. The customer is obliged to make the defective item available to us free of charge for inspection and rec-

tification. If the rectification of defects or subsequent delivery does not succeed, if it is not provided within a reasonable period of time or if it is rejected by us, the customer may, at his discretion, withdraw from the contract or reduce the purchase price. It is not necessary to set a time limit in cases where this is not required by law.

**8.3.** The guarantee shall lapse if the customer changes the subject of delivery or has it changed by third parties without our consent and the removal of the defect is thereby rendered impossible or unreasonably difficult. The customer shall, however, in any case bear the additional costs of remedying the defect incurred as a result of the change.

**8.4.** Any guarantee which we may assume towards the first user of the rehabilitation equipment shall not be affected by the above provisions.

**8.5.** Excluded from the warranty is the function-related wear of all articles, assemblies, batteries and spare parts supplied by us, as well as the inappropriate or improper storage, use or handling of the goods.

**8.6.** Further claims of the customer, in particular for damages instead of performance and for compensation of any other direct or indirect damage - including accompanying or consequential damage, irrespective of the legal basis - are excluded. This shall not apply if MEYRA GmbH has fraudulently concealed a legal or material defect or if the damage is based on intent or gross negligence of MEYRA GmbH, its legal representatives or vicarious agents or a negligent violation of essential contractual obligations exists. Essential contractual obligations are such obligations of which the fulfilment is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. In the case of damage to property and financial losses caused by slight negligence, however, the liability of MEYRA GmbH to pay compensation is limited in amount to foreseeable damage typical for this type of contract. Furthermore, physical injury and/or damage to health caused by a culpable breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.

**8.7.** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

## **9. LIMITATION**

Claims of the customer on account of material defects shall become time-barred two years after handover/delivery of the goods to the customer. The period of limitation for replacement devices and repairs shall be one year from handover/delivery of the goods to the customer. Excluded from this are claims for damages due to injury to life, limb or health and/or claims for damages on account of grossly negligent or intentionally caused damage by MEYRA GmbH or its vicarious agents. In this respect, the statutory limitation periods shall apply.

### **9.1. REPLACEMENT DEVICE SERVICE**

Irrespective of the guarantee, MEYRA GmbH shall offer its customers the option of replacing defective devices with refurbished ones. The following provisions shall apply in respect of these devices offered in exchange:

- Replacement devices are refurbished and technically in order.

- The defective device must be returned to MEYRA GmbH

free of charge within 15 working days.

The returned device shall become our property.

- If the device is not returned, we shall charge 95% of the new retail price for the replacement device delivered.

- The returned device must correspond to the type and design of the delivered replacement device.

Moreover the device must be reusable

and may only show signs of wear appropriate to normal use.

- It is incumbent upon MEYRA GmbH to assess whether the returned device fulfils the aforementioned conditions.

Should the conditions not be met, we shall also charge the aforementioned amount less the residual value of the returned device for the delivered replacement device.

## **10. PRODUCT SAFETY**

### **10.1. PRODUCT RECALL**

In the event of a product recall being necessary on account of a defect in the delivered goods or due to existing legal obligations, the customer is obliged to cooperate in implementing the product recall in order to enable an efficient execution thereof. In particular, the customer is obliged in the event of a necessary product recall to inform MEYRA GmbH about the whereabouts of the subjects of delivery in the further supply chain up to the end customer. For this purpose, the customer must maintain suitable documentation on an on-going basis about the whereabouts of the goods and make this available to MEYRA GmbH on request. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the obligations to cooperate specified here in order to ensure the execution of an efficient product recall.

**10.2.** The customer is obliged to instruct end customers in the handling and use of the delivered products by trained specialist staff. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the duty to instruct in handling and use of the delivered product specified here.

### **11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS**

Attention is drawn to the fact that stricter statutory provisions apply in the case of MY INDIVIDUAL. Constructional modifications of MEYRA GmbH articles by the customer or a third party commissioned by him are only permissible if they comply with the safety requirements and have previously been consented to in writing by our management. For this purpose, a modified model and a design drawing shall be made available to us on request. In the event of constructional changes being made without the written consent of our management and damage arising to third parties as a result of the changes for which we are liable in the external relationship, the customer is obliged to indemnify us in the internal relationship against all claims of the third party.

### **12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES**

Goods returned without an enclosed copy of the delivery note or invoice will not be accepted for return. Goods returned (in their original packaging and absolutely as new) will be credited with 80% of the net value of the goods. Excluded from return are articles delivered more than three months previously, MY INDIVIDUAL, hygiene products, used and/or filled batteries and articles under EUR 100.00 net commodity value. Individually manufactured wheelchairs (e.g. children's and adaptive wheelchairs) are likewise excluded. The sender shall bear the transport risk. Any cleaning and/or disinfection costs incurred in connection with approved returns will be charged at a flat rate of at least EUR 79 net.

### **12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS**

**12B.1** It is not possible to cancel orders without the prior consent of MEYRA GmbH.

**12B.2** Cancellations must be made in writing.

**12B.3** If the cancellation of finished, deliverable products has been approved, the following shall apply:

- Rehabilitation articles will be credited in full.

Custom wheelchairs and sports wheelchairs will not be accepted for cancellation.

- In the event of cancellation of adaptive wheelchairs, 20% of the net value of the goods will be retained.

The cancellation fee for power chairs and scooters is 5%. A 10% cancellation fee will be charged for standard and lightweight wheelchairs.

### **12C. RETURN / DISPOSAL**

Our prices are exclusive of the costs for the return and disposal of complete old devices of users other than private households. On request, we shall also organise the return and reuse/disposal of such devices, insofar as these were sold by us, against reimbursement of the costs incurred. Returns are not possible without the prior consent of MEYRA GmbH.

### **13. USE OF PERSONAL DATA**

We are entitled to store personal data about the customer within the scope of the legal provisions, in particular the General Data Protection Regulation, and to process such data within the company.

### **14. PLACE OF JURISDICTION, APPLICABLE**

law, severability clause

**14.1.** Unless expressly agreed otherwise, the place of performance shall be the registered office of MEYRA GmbH in Kalletal-Kalldorf.

**14.2.** For all legal disputes arising from the contractual relationship, the place of jurisdiction shall be determined by our registered office in Kalletal-Kalldorf. We are also entitled to bring legal action against the customer at his place of jurisdiction.

**14.3.** The law of the Federal Republic of Germany shall apply while excluding the UN Convention on Contracts for the International Sale of Goods.

**14.4.** Should individual provisions of these Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.