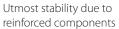
iCHAIR XXL

1614











Powerful motors



Seat tilt



Long-life LED lighting

The ideal partner for great guys

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, such as a standard user weight of 200 kg

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 and all-day use in independent mobility, even with severe functional disorders
- For working and active people needing a wheelchair for various aspects of everyday life
- Suitable for outdoor use thanks to standard large tyres and optionally available 10 km/h version
- Compact dimensions and the high degree of manoeuvrability enable indoor spaces to be mastered with ease

O ORDER

COST ESTIMATE

CUSTOM DESIGN

Please fax the completed order form to: +4957339229311 Customer service: +495733922311

Billing address / Customer ref. no.:

Delivery address:

Consignment / Comments:





Permissible user weight XXL: 200 kg (incl. additional load) standard HD: 250 kg (incl. additional load) option

With seat lift CODE 27 180 kg (incl. additional load)

iCHAIR XXL 1.614

All prices subject to VAT at the prevailing rate! Valid from 01.01.2022 – 31.12.2022. Our Terms and Conditions as stated at **www.meyra.de/AGB** shall apply. Further product information available at **www.meyra.de**. Visit **www.meyra.de/measuring** for guidance on measuring.



Specifications

Seat width 1) 2)	530 - 770
Seat depth ²⁾	430 - 600
Back height 2)	530 - 570
Lower leg length 2)	370 - 510
Armrest height 2)	170 - 280
Seat height front (without/with cushion) ²⁾	460 - 560 / 530 - 630
Length with footrest	1150
Length without footrest	850
Width, ready to move ⁹⁾	680 - 920

Height without headrest 2)	1,020 - 1,150
Transport length	850
Transport height min.	650
Wheel size, front	260 x 70 (10")
Wheel size, rear	356 x 75 (14")
Max. obstacle height	60
Turning radius	950
Range with battery	
63 Ah (5h), 73 Ah (20h) max.	30 - 35
in km ⁶⁾	

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 4)	130
User weight max.	200 / 250
Permissible total weight incl. options	340
Max. additional load	10

¹⁾ see category 01 Seat width

Dimensions in mm, weights in kg, wheels in inches, speeds in km/h, dimension tolerance ± 10 mm Data subject to design changes.

PROPERTIES

Speeds km/h	6/10
Motor power W	2 x 300 / 2 x 350
Max. range ^{5) 6)}	35
Permitted uphill / downhill gradient	15 %
Steering type	Indirect
Seat tilt, electric 8)	0° to 18°
Seat tilt, mechanical	0° to 10°
Back angle, electric	-10° to 50°
Back angle, mechanical	-10° to 30°
Drive	Rear

For HD options for user weight from 201 kg to 250 kg, please refer to category 21

Chassis/Motor

CODE	NAME		
	Speed	Motor power	Range
115	6 km/h	2 x 300W	max. 35 km
117	10 km/h	2 x 350W	max. 30 km
893	Reinforced XXL suspension	on for user weight from 160 to	o 200 kg

Seat width (SW)

CODE	NAME	
53	SW 530 mm	Seat width infinitely variable from 530 to 650 mm via armrests (width of seat surface 530 mm)
358	SW 580 mm	Seat width infinitely variable from 580 to 700 mm via armrests (width of seat surface 580 mm)

²⁾ ErgoSeat seat angle 4°

⁴⁾ Without legrests and without armrests

⁵⁾ under test conditions 6 / 10 km/h with battery 73 Ah (20h)

⁶⁾ see category 00 chassis/motor

⁸⁾ The adjustment range may deviate by max. +/-3° depending on SH.

⁹⁾ depending on seat width

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.					
	Seat dep specify the	th (SD) seat depth you require in conjunction with the seating system i	n category (07 Seat and s	seating systems!	
		It height (FSH) in combination with castor whee I at 4° seat tilt, upper edge of seat pan	l (withou	ıt seat cu:	shion)	
CODE	NAME	Ø INCH / MM	FRONT SE	EAT HEIGHT	FSH IN MM*	
			460	510	560	
142	Tyres with minium ri					
		ODE 27, only max. seat height per castor wheel configurable in each case heel options NAME Puncture-resistant pneumatic tyres				
	900	Puncture-proof tyres				
	816	Fender for castor wheels				
04	Drive wh	e <i>els</i>		Ø IN M	1 M	
	460	14" drive wheels with aluminium rims		356		
		eel options NAME				
	846	Puncture-resistant pneumatic tyres				
	904	Puncture-proof tyres				
	824	Fender for drive wheels				

	Please select by ticking the relevant boxes
	Standard version: If no other selection is made, the standard version will be delivered

05 Tyre colour

CODE	NAME	
908	Black (abrasion-resistant), rim in carbon look	
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.

06 Seat tilt / Seat lift

CODE	NAME	SEAT TILT	LIFT
119	Mechanical seat tilt, in stages	0° to 10°	-
118	Electric seat tilt, infinitely variable by 18 degrees* XXL version	0° to 18°	-
27	Scissor lift up to 180 kg incl. tilt, only in conjunction with SW 53 or SW 58	0° to 30°	300 mm

Seat and seating systems

CODE	NAME	SEAT DEPTH
4276 / 788*	Seat pan without cushion for external seating systems	430 mm
4276 / 619*	Seat pan without cushion for external seating systems	460 mm
4276 / 792*	Seat pan without cushion for external seating systems	490 mm
4276 / 793*	Seat pan without cushion for external seating systems	530 mm
4276 / 356*	Seat pan without cushion for external seating systems	560 mm
4276 / 360*	Seat pan without cushion, incl. 30 mm seat tube extension	XL 600 mm
948 / 788	ErgoSeat seat	430 mm
948/619	ErgoSeat seat	460 mm
948 / 792	ErgoSeat seat	490 mm
948 / 793	ErgoSeat seat	530 mm
948 / 356	ErgoSeat seat	560 mm
948 / 360	ErgoSeat seat incl. 30 mm seat tube extension	600 mm

Please observe the height of the seat cushion: ErgoSeat 70~mm, *seat depths 430, 460, 490, 530, 560, 600~mm configurable.

		by ticking the relevant boxes sion: If no other selection is made, the standard version will	l be delivered.						
08	ErgoSed	at covers							
	CODE	NAME							
	237	ErgoSeat cover, textile, black, with grey seams	5						
	4980	ErgoSeat cover, incontinence, black							
09	Back an	d back systems							
	CODE	NAME		<i>C</i> .					
				Seat pan 4276		ErgoSea	t 948		
	949	ErgoSeat back, height: 530 mm, can be modifie	ed to 570 mm	•		•			
10	Back op	tions (adjustments)							
	814	One-piece push bar							
	913	Headrest, imitation leather, black							
	401	Mechanical back adjustment	-10° to 30°	10° in	creme	ents			
	25*	Electric back adjustment, XXL version	-10° to 50°	infinit	ely va	riable			
	589	Four-point belt							
* It is re	Side pa	nels and armrests re the marked functional properties! ole 2 = height-adjustable 3 = width-adjustable 4 = depth-	-adjustable						
	CODE	NAME		1	2	3	4		
	106	Standard side panel with padded armrest and guard with colour insert		•	•	•	•		
	4960	Side panel with padded armrest, black clothir colour insert and slight trough in arm pad	ng guard with	•	•	•	•		
	21	Side panel with padded armrest, black clothir colour insert and angled arm pad, long	ng guard with	•	•	•	•		

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be delivered.

12 Legrests

CODE	NAME	54	805	808	
93	Legrests, detachable and swing-away	•	•	•	
91	Legrests with length compensation, swivel up, detachable and swing-away	-	•	•	
86	Legrests, electrically swivel-up, detachable, swing-away, XXL version	•	•	•	

13 Footrests

CODE	NAME	DEPTH	LOWER LEG LENGTH	91	93	86
54	One-piece footrest, 60 mm depth-adjustable (in 4 increments), flip-up, height and angle-adjustable	150 mm	280 - 430 mm	-	•	•
805	Two-piece footrest, height-adjustable, flip-up	150 mm	280 - 430 mm	•	•	•
808	Two-piece footrest, height-adjustable, flip-up and angle-adjustable	150 mm	280 - 430 mm	•	•	•
822	Shoe holder straps (pair)					
823	Heel loops (pair)					

Please note that the lower leg length increases: ErgoSeat +70 mm

Batteries and chargers

CODE	NAME		RANGE 6 KM/H	RANGE 10 KM/H
5158	Maintenance-free Batteries	approx. 66 Ah (5h), 80 Ah (20h)	max. 35 km	max. 30 km
732	Charger 8A			
733	Charger 12A			

15 Lighting

CODE	NAME
932	Active LED lighting at front and rear in accordance with road traffic licensing regulations (StVZO)

_	-	y ticking the relevant boxes on: If no other selection is made, the standard version will be delive	ered.
6	Control n	nodules and accessories	
	CODE	NAME	CONTROL
7	702/415/67	78 Control module R-NET with LED display	6 actuators
_	702/416/67	78 Control module R-NET with LCD colour display	6 actuators
	702/398/67	Power/adjustment/control module R-NET with large 3.5" LCD colour display and IR/Bluetooth functions, incl. light sensor	6 actuators
	4795	Immobiliser, key	
	839*	OMNI II environmental control for special control with R-Net)	
	4615/4597	External adjustment keypad for directly selecting also while driving (only in conjunction with R-Ne side	
	4615/4599	External adjustment keypad for directly selecting also while driving (only in conjunction with R-Ne to the control module	
	CODE	NAME Mounted right	
	CODE		
<u></u>	74	Mounted right	
	60	Mounted left	
7	Software		
	CODE	NAME	
	New 985	Serial programming (standard)	
	New 998	Special programming (deviation from standard)	
8	Control n	nodule bracket	
	CODE	NAME	
	4859	Control module bracket, length-adjustable	
	4566	Control module bracket, length and height-adjustab	е
	4860	Control module bracket, length and height-adjustab (e.g. at table)	
	851	Control module bracket for attendant (control modu Only in conjunction with one-piece push bar, CODE Not in conjunction with OMNI II environmental control	314. Fol CODE 839
	4874	Protection bracket for control module, not in conjunc	ction with OMNI II

environmental control CODE 839

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be delivered

Special control modules and special controls

CODE	NAME
4789	Additional control module with priority function for attendant incl. mounting on Back tube
4660	Tabletop with cut-out (central) for control module, mounted to swing away to the right
4661	Tabletop with cut-out (central) for control module, mounted to swing away to the left
813	Table control, swivelling Only in conjunction with R-NET control module with LED display CODE 702/415
543	External on/off switch, green, diameter 63 mm for users unable to use the control module buttons easily or as emergency stop function for attendant. Only in conjunction with R-NET control module with LCD colour display CODE 702/416 or OMNI II environmental control CODE 839
596	as for CODE 543, yellow, diameter 63 mm
778	as for CODE 543, green, diameter 30 mm
779	as for CODE 543, yellow, diameter 30 mm
565*	Chin control, electrically swing-away to the side, only in conjunction with R-NET Control module CODE 702 and OMNI II environmental control CODE 839
810*	Chin control, mechanically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II environmental control CODE 839
4611	MicroPilot zero-displacement joystick, only in conjunction with OMNI II environmental control CODE 839
4600	MicroPilot zero-displacement joystick including mount and handrest, only in conjunction with OMNI II environmental control CODE 839
4612	MicroGuide displacement joystick, only in conjunction with OMNI II environmental control CODE 839
4601	MicroGuide displacement joystick including mount and handrest, only in conjunction with OMNI II environmental control CODE 839
4940	Neck band bracket in conjunction with CODE 4611 or 4612

 $[\]ensuremath{^{*}}$ Only in conjunction with CODE 589 four-point belt

Special control modules and special controls often have to be adapted and can therefore generally not be finished products. Positioning and programming must be carried out with the involvement of the user or by a technician at the user's premises. Other special controls are possible on request.

	Please select by ticking the relevant boxes				
	Standard vers	sion: If no other selection is made, the standard version will be delivered.			
	Joystick	attachments			
	CODE	NAME			
\Box	553	Tetra fork, vertical			
	556	Tetra fork, horizontal			
	734	Tetra fork, horizontal, adjustable to hand width			
	4589	Mushroom grip			
	4590	Ball grip			
	4591	T-grip			
	4593	Stick grip			
	4594	Knob			
	4595	Softball			
	4596	Golf ball, small (d=43 mm)			
20	Frame o	colours (standard colour matt black)			
	CODE	NAME			
	5220	Frame colour in accent colour			
	Accent	colours			
	CODE	SEAT/BACK TUBES/ACCENT SIDE PANEL/TWO-PIECE LEGREST/RIM INSERTS			
	207	matt black structure (without rim inserts)			
	212	polar white			
	186	magic blue			
	227	red metallic			
	180	lemon reflex			
	214	sun vellow			

Other colours possible on request at a surcharge, see colour chart in catalogue. 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.

21 Wheelchair options

CODE	NAME
906	Rear-view mirror right
927	Rear-view mirror left
2676	Rear marking tape, only in conjunction with ErgoSeat
676	Rear marking plate
994	Luggage rack with metal rods
970	Walking aid holder
803	Retainer strap with buckle, extra long
4646*	Therapy table swing-away to the side
590	Abduction wedge
260	Memory function for headrest
957	Rigid pelottes (pair)
954	Swing-away pelottes (pair)
781	USB charger socket
782**	Universal adapter for mounting mobile phone holders not in conjunction with OMNI II environmental control , CODE 839

^{*}CODE 4646 not available in HD version and only possible in custom design. Price on request.

22 Services

CODE	NAME
55704*	Customer-specific parameterisation flat rate (not eligible for discount)

 $^{{}^*\}textit{The on-the-spot service covers only simple adjustment of parameter sets, such as acceleration, speed etc.}\\$

^{**}Mobile phone holder not included in delivery

	Please select by ticking the relevant boxes				
	Standard version: If no other selection is made, the standard version will be delivered.				

23		HD options for user weight from 201 kg to 250 kg
	CIAL RSION	NAME
3	3060	SW 530, reinforced version. Seat width infinitely variable from 530 to 650 mm via armrests (seat surface width 530 mm). Only in conjunction with CODE 54. Width of chassis frame as for Mod. 1,614. Only with $v = 6 \text{ km/h} - 350 \text{ W}$
3	3061	SW 580, reinforced version. Seat width infinitely variable from 580 to 700 mm via armrests (seat surface width 580 mm). Only in conjunction with CODE 54. Width of chassis frame as for Mod. 1,614. Only with v = 6 km/h - 350 W
3	3062	SW 620, reinforced version. Seat width infinitely variable from 620 to 740 mm via armrests (seat surface width 620 mm). Only in conjunction with CODE 54. Width of chassis frame 50 mm wider than with Mod. 1,614. Only with $v = 6 \text{ km/h}$
3	3063	SW 650, reinforced version. Seat width infinitely variable from 650 to 770 mm via armrests (seat surface width 650 mm). Only in conjunction with CODE 54. Width of chassis frame 50 mm wider than with Mod. 1,614. Only with $v = 6 \text{ km/h}$
3	3064	Mechanical seat tilt 0° to 10° in stages. In conjunction with special versions 3060 - 3063
3	3065	Electric seat tilt 0° to +18°. In conjunction with special versions 3060 - 3063
] 3	3066	Mechanical back adjustment -10° to +30° in 10° increments with telescopic tubes and ball lock pins. In conjunction with special versions 3060 - 3063
3	067*	Electric backrest adjustment, infinitely variable from -10° to +50°. In conjunction with special versions 3060 - 3063
] 3	3068	CODE 91. Mechanically height-adjustable legrest, detachable Only in conjunction with one-piece footboard and one-piece calf plate. The one-piece footboard can only be flipped up backwards, towards the chair!
] 3	3090	Standard legrests, detachable, in conjunction with one-piece footboard. The one-piece footboard can only be flipped up backwards, towards the chair
] 3	3069	CODE 86. Electrically height-adjustable legrest, detachable. Only in conjunction with one-piece footboard and one-piece calf plate. The one-piece footboard can only be flipped up backwards, towards the chair!

^{*} It is recommended to use the headrest, imitation leather black (CODE 913).

Comments relating to your order:

Date:	Signature:	As at: 2022-08-02

USER DETAILS

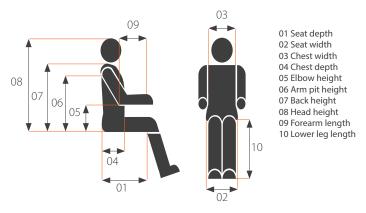
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

Please note that fields marked * are mandatory!

BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

1) Seat depth*:	
2) Seat width*:	
3) Chest width:	
4) Chest depth:	
5) Elbow height:	
6) Arm pit height:	
7) Back height:	
8) Head height:	
9) Forearm length:	
10) Lower leg length*:	
Height*:	
Weight (kg)*:	



All seat dimensions are always measured without seat cushion!

l hereby confirm	that all	details	are	complete	and	correct.
I consent to the						

information/data I provide and the photos/videos taken of me being passed on to MEYRA GmbH (Meyra-Ring 2, 32689 Kalletal, Germany) and specialist retailers for the purposes of implementing the contract/manufacturing the product.

Date/signature

It is hereby confirmed that all details are complete and correct.

Date/signature of the specialist retailer

Further information about our privacy policy can be found at www.meyra.de/datenschutz







CODE 237



CODE 948/949



CODE 25



CODE 106



CODE 4960



CODE 93/54



CODE 92/808



CODE 932



CODE 702/416/678



CODE 839



CODE 702/398/678



CODE 4615



CODE 4789



CODE 553



CODE 556



CODE 734



CODE 4589



CODE 4590



CODE 4591



CODE 4593



CODE 4594



CODE 4595



CODE 970



CODE 781



CODE 782

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
- **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 % above the respective base interest rate p.a.. 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 $\ensuremath{\mathsf{GmbH}}$
- 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.

MEYRA GmbH 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 €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 €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.3.** Cancellations must be made in writing. **12B.3.** If the cancellation of finished, deliverable prod-

- ucts 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.