

# iCHAIR NETTI DYNAMIC S

1623

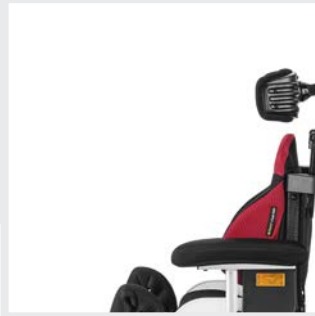


Permissible user weight  
75 kg (incl. additional load)





Pressure relief seat cushion with incontinence cover under the ventilating 3D cover. Black. With integrated lateral support and slight abduction



Lateral supports - for extra stabilisation of the back cushion lateral guidance. Can be adjusted both in height and to the side



**Dynamic seat unit**  
Patented dynamic system with open kinetic chain



High max. user weight of 75 kg

## Pure dynamism

### **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

### **THERAPEUTIC BENEFIT**

- Reduced forward slide / less need for repositioning
- Good sitting position and pressure distribution at all times, as the user is automatically returned to their original position after spasms
- After a certain period of time, less involuntary movements are often experienced

### **USE**

- For indoor and outdoor use, spring-loaded drive unit standard
- Especially good when using indoors: turning on its own axis helps when manoeuvring in confined spaces
- Precise manoeuvring thanks to rigidly attached castor wheels
- The optional laterally suspended support castors enable easy and safe use of single panel ramps

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  
75 kg (incl. additional load)

## **iCHAIR NETTI DYNAMIC S 1.623**

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](http://www.meyra.de/AGB) shall apply.

Further product information available at [www.meyra.de](http://www.meyra.de).

Visit [www.meyra.de/measuring](http://www.meyra.de/measuring) for guidance on measuring

Please select by ticking the relevant boxes

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

## Specifications

Seat width <sup>1)</sup>	300 - 400
Seat depth	250 - 350
Seat height front <sup>3)</sup>	460 - 560
Back height	400 - 500
Lower leg length <sup>2)</sup>	180 - 310
Armrest height <sup>2)</sup>	180 - 260
Length with footrests approx.	1,060 - 1,810
Length without footrests	860 - 1,420
Width, ready to move min.	600 with 12"
Transport height min.	640 - 960
Transport length min.	860
Transport width min.	600
Obstacle height	60
Turning radius	650
Ground clearance	70

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

<sup>2)</sup> to seat pan without cushion

<sup>3)</sup> measured with 0° seat angle

### WEIGHT IN KG

Min. transport weight empty	110 - 160
Max. user weight incl. additional load	75
Max. additional load	10

### PROPERTIES

Speed in km/h	6
Motor power W	2 x 180
Range with battery 50 Ah (20h) max. in km	25 - 30
Range with battery 80 Ah (20h) max. in km	35 - 40
Permitted uphill / downhill gradient	6° / 11 %
Steering type	Indirect
Seat tilt, electric	0° to 30°
Back angle, mechanical	90° - 125°
Lift	300
Drive	Mid-wheel drive

Dimensions in mm, weights in kg, wheels in inches, speed in km/h  
Dimension tolerances +/- 15 mm, +/- 2° | Data subject to design changes.

## Chassis / Motor

CODE	NAME	Speed	Motor power	Range	Max. user weight
<input checked="" type="checkbox"/> 115	6 km/h	2 x 180W	25-35 km	75 kg	

## Seat unit

CODE	NAME	PLEASE SPECIFY REQUIRED CYLINDER POWER
<input type="checkbox"/> 30*	Netti Dynamic seat unit, width 300 mm, seat depth configurable, dynamic cylinder 500 N	
<input type="checkbox"/> 335*	Netti Dynamic seat unit, width 350 mm, seat depth configurable, dynamic cylinder 600 N	
<input type="checkbox"/> 40*	Netti Dynamic seat unit, width 400 mm, seat depth configurable, dynamic cylinder 700 N	
<input type="checkbox"/>	Dynamic cylinder with individual resistance possible as custom design	<input type="text"/>

\* incl. H-belt adapter frame

Please select by ticking the relevant boxes

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## 02 **Seat depth (SD)**

	CODE	NAME
<input type="checkbox"/>	385*	Seat depth 250 mm
<input type="checkbox"/>	387*	Seat depth 275 mm (standard with SW 300)
<input type="checkbox"/>	390*	Seat depth 300 mm (standard with SW 350)
<input type="checkbox"/>	392	Seat depth 325 mm (standard with SW 400)
<input type="checkbox"/>	610	Seat depth 350 mm

\* not in conjunction with CODE 40

## 03 **Castor wheels and options**

	CODE	NAME
<input checked="" type="checkbox"/>	157	8"
<input type="checkbox"/>	146	Puncture-resistant pneumatic tyres
<input type="checkbox"/>	900	Puncture-proof tyres

## 04 **Drive wheels and options**

<input checked="" type="checkbox"/>	815	12"
<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	COLOUR
<input type="checkbox"/>	908	Black (wear-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 Support castor

	CODE	COLOUR
<input type="checkbox"/>	352	Frame with rear rocker arm and a centrally suspended double support castor, for maximum manoeuvrability
<input type="checkbox"/>	690	Frame with rear rocker arm and two laterally suspended support castors, ideal for using single panel ramps

## 07 Seat tilt / Seat lift

	CODE	NAME	SEAT TILT	LIFT
<input checked="" type="checkbox"/>	27	Scissor lift incl. tilt	0° to 30°	300 mm

## 08 Seat cushion / Spare seat cover

	CODE	NAME
<input checked="" type="checkbox"/>	7208	S Sit seat cushion - breathable 3D net cover
<input type="checkbox"/>	7211	Replaceable cover - 3D for Netti S Sit cushion

## 09 Seat options

	CODE	NAME	SIZE
<input type="checkbox"/>	7189	Abduction wedge mini	W: 40-60 mm, L: 100 mm, H: 50 mm
<input type="checkbox"/>	7190	Abduction wedge small	W: 80 mm, L: 140 mm, H: 80 mm
<input type="checkbox"/>	7216	Bodypoint Evoflex 2-point pelvic stabiliser incl. fastening, small	Total length of belt padding: 380 mm
<input type="checkbox"/>	7217	Bodypoint Evoflex 2-point pelvic stabiliser incl. fastening, medium	Total length of belt padding: 460 mm
<input type="checkbox"/>	7215	Safety protection cap for 2-point pelvic stabiliser	
<input type="checkbox"/>	7218	Bodypoint - elastic universal strap S	Height 80 mm – 1,420 mm long, can be shortened

Please select by ticking the relevant boxes

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

## 10 Back and back options

CODE NAME

<input checked="" type="checkbox"/>	7210	Back cushion Netti <b>S Super Stabil</b> with lateral support 150 mm lateral guidance incl. adjustable strap
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## 11 Back options

CODE NAME SIZE

<input type="checkbox"/>	7040	Headrest A mini, with lateral guidance	150 mm horizontal tube, 350 mm vertical tube
<input type="checkbox"/>	7041	Headrest B small, oval	150 mm horizontal tube, 350 mm vertical tube
<input type="checkbox"/>	7051	Savant headrest incl. adapter and mounting material	Savant Pediatric
<input type="checkbox"/>	7049	Savant headrest incl. adapter and mounting material	Savant Pediatric S
<input type="checkbox"/>	7230	"Easy Care" cover for headrest A + B (detachable)	
<input type="checkbox"/>	7052	Cushion for headrest, Mars cover grey	
<input type="checkbox"/>	589	Chest shoulder strap	
<input type="checkbox"/>	7219	Bodypoint Stayflex chest strap XS	240-280 mm, shoulder width
<input type="checkbox"/>	7220	Bodypoint Stayflex chest strap S	280-330 mm, shoulder width
<input type="checkbox"/>	7221	Bodypoint Stayflex chest strap M	330-410 mm, shoulder width
<input type="checkbox"/>	7222	Bodypoint Pivofit shoulder strap XXS	210-240 mm, shoulder width
<input type="checkbox"/>	7223	Bodypoint Pivofit shoulder strap XS	240-280 mm, shoulder width
<input type="checkbox"/>	7224	Bodypoint Pivofit shoulder strap S	280-330 mm, shoulder width
<input type="checkbox"/>	7225	Bodypoint Pivofit shoulder strap M	330-410 mm, shoulder width

## 12 Armrests

CODE NAME

<input checked="" type="checkbox"/>	21	Armrests height and depth-adjustable from 180 to 260 mm*
<input type="checkbox"/>	15	Soft 3D padding for arm pads 330 x 55 mm, detachable
<input checked="" type="checkbox"/>	769	Clothing guard with finger guard

\* measured from seat pan to upper edge of arm pad

Please select by ticking the relevant boxes

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

### 13 Legrests

	CODE	NAME	SIZE
<input checked="" type="checkbox"/>	7212	Dynamic legrest	
<input type="checkbox"/>	91	Angle-adjustable legrest (with leg length compensation, single foot plate)	
<input type="checkbox"/>	7081	Universal legrest (negative angle possible)	
<input type="checkbox"/>	761	Extra short legrest length**	Lower leg length: 240-310 mm
<input type="checkbox"/>	7229	Padded foot box*	
<input type="checkbox"/>	823	Foot fixation straps (pair)	
<input type="checkbox"/>	7226	Bodypoint ankle straps S	170-200 mm
<input type="checkbox"/>	7227	Bodypoint ankle straps M	190-230 mm
<input type="checkbox"/>	7228	Bodypoint ankle straps L	220-290 mm

\* Only possible in conjunction with universal or angle-adjustable legrests (not approved for vehicle transport).

\*\* Only available with CODE 7212 and SW 30/35

### 14 Battery and chargers

	CODE	NAME
<input type="checkbox"/>	5159	Maintenance-free batteries
<input type="checkbox"/>	5158	Maintenance-free batteries
<input type="checkbox"/>	731	Charger 6A
<input type="checkbox"/>	733	Charger 12A

### 15 Lighting

	CODE	NAME
<input checked="" type="checkbox"/>	932	Active LED lighting at front and rear in accordance with road traffic licensing regulations (StVZO)

### 16 Control modules and holders

	CODE	NAME
<input checked="" type="checkbox"/>	7232	Rear operation via push bar, for intuitive control with optimal handling
<input checked="" type="checkbox"/>	702	Power module R-Net 90 A
<input checked="" type="checkbox"/>	678	Adjustment module R-Net
<input checked="" type="checkbox"/>	4615	Adjustment keypad for directly selecting and activating seat functions



Please select by ticking the relevant boxes

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

### 17 Software

CODE	NAME
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<input type="checkbox"/>	<small>New</small> 985 Serial programming (standard)
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### 18 Frame colour

CODE	NAME
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<input checked="" type="checkbox"/>	207 Chassis frame matt black
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#### Accent colour

CODE	NAME
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<input type="checkbox"/>	212 Rim inserts: white
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### 19 Wheelchair options

CODE	NAME
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<input type="checkbox"/>	7240 Reinforced table, push-on
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<input type="checkbox"/>	7231 Padding for therapy table plate
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**Comments relating to your order:**

Date:

Signature:

As at: 2022-02-18

### USER DETAILS

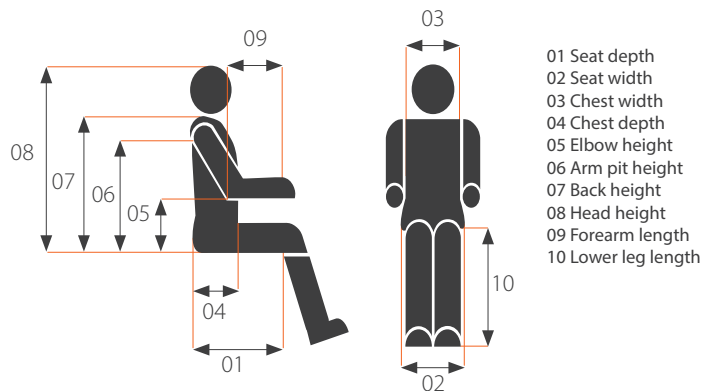
First name*:	<input type="text"/>
Last name*:	<input type="text"/>
House no./street:	<input type="text"/>
Postcode:	<input type="text"/>
Town/City*:	<input type="text"/>
Country:	<input type="text"/>
Date of birth*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>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

Please note that fields marked \* are mandatory!

### BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

1) Seat depth*:	<input type="text"/>
2) Seat width*:	<input type="text"/>
3) Chest width:	<input type="text"/>
4) Chest depth:	<input type="text"/>
5) Elbow height:	<input type="text"/>
6) Arm pit height:	<input type="text"/>
7) Back height:	<input type="text"/>
8) Head height:	<input type="text"/>
9) Forearm length:	<input type="text"/>
10) Lower leg length*:	<input type="text"/>
Height*:	<input type="text"/>
Weight (kg)*:	<input type="text"/>



All seat dimensions are always measured without seat cushion!

I 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.

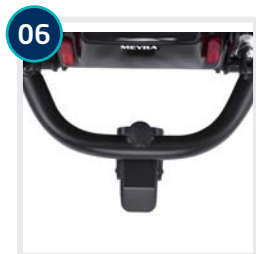
.....  
 Date/signature of the specialist retailer



CODE 157



CODE 690



CODE 352



CODE 932

## 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% 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 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.2.** 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.