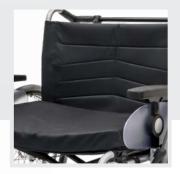
# EUROCHAIR<sup>2</sup> HD 2850











One-piece footboard



Increased stability with the use of a twin scissor mechanism



reinforced seat belt

## Maximum stability

#### **EFFICIENCY**

- Can be used individually as a reinforced wheelchair for permanent everyday use for heavy users up to 300 kg
- The targeted use of rigid frame connecting elements gives the folding wheelchair the strength required for this purpose
- Extensive network of specialist retailers ensures a secure supply of spare parts over the longer term

#### THERAPEUTIC BENEFIT

- Independent locomotion of a heavyweight person up to 300 kg user weight, e.g. obesity and/or care and transport in barrier-free indoor and outdoor areas
- Independent mobility is supported as far as possible by good adaptation of the seat, backrest and chassis to the user
- The transverse pushbar and the onepiece footboard give the user the greatest possible support in the sitting position

#### USE

- Suitable for heavy users up to 300 kg
- Facilitates care and transfer for the user and the attendant
- Use in retirement and nursing homes, therapy and rehabilitation centres or around the home to support therapeutic goals.

### ○ ORDER / CUSTOM DESIGN ○ COST ESTIMATE

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

Billing address / Customer ref. no.:
Delivery address:
Consignment / Comments:

Title:	○ Ms	○ Mr	
Last name:			
First name:			
House no./S	treet:		
Postcode/To	wn or city:		
Date of birth	1:		
Height:		Weigh	t:



## EUROCHAIR<sup>2</sup> HD 2850





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. Visit **www.meyra.de/measuring** for guidance on measuring.



#### **Specifications**

Seat width	700	750	
Width, ready to move	920	970	
Width, folded		335	
Seat depth		460 / 500	
Seat height front / rear	5	500 / 475 // 475 / 450	
Total height		960	
Back height		430	
Armrest height		230 – 330	
Length with footrest		max. 1,140	
Length without footrest		max. 900	

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance  $\pm\,10\,\text{mm}$ 

User weight max.	300
Empty weight from	35
Permissible total weight max.	335
Transport weight	28
Drive wheel	610 (24")
Brake test according to STANDARD	7°

#### Caution!

Please note when using public transport: the dimensions of the wheelchair may exceed the transport company guidelines. Please enquire beforehand.

Standards test of brake at  $7^{\circ}$  gradient, actuating forces on brake lever 80 N

**Please consider** the total width for use in the home environment Transport of persons in a wheelchair as a seat in a motor vehicle is not permitted.

Auxiliary drives are not permitted.

_		y ticking the relevant boxes on: If no other selection is made	e, the standard versio	on will be delivered		
			e, the standard version	on this ge delivered.		
	Seat wid	ith (SW)				
	CODE	NAME				
	3368	SW 700 mm	Up to 300 k	g user weight		
	3370	SW 750 mm	Up to 300 k	g user weight		
]	3372	SW 800 mm	Up to 300 k	g user weight		
	Seat dep	oth (SD)				
	CODE	NAME				
]	619	SD 460 mm				
	792	SD 500 mm				
		Customised seat de	pth*			
ase	specify measure					
			ombination	with easter and	drive wheel (without s	eat cushion)
	Front se	<b>at height (FSH) in C</b> your required seat height by FSH IN I	selecting a possible		<b>drive wheel (without S</b> ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	-
OD	Front se Please select  E Ø CA:	at height (FSH) in C your required seat height by FSH IN I	selecting a possible MM: 475		•	-
<b>OD</b>	Front se Please select  Ø CA:	at height (FSH) in constant your required seat height by FSH IN I	selecting a possible MM:	combination of seat hei	•	-
<b>OD</b>	Front se Please select  Ø CA:	at height (FSH) in C your required seat height by FSH IN I	selecting a possible MM: 475	combination of seat hei	•	-
<b>OD</b> 54 57/9	Front se Please select  Ø CA: Ø 142  00 Ø 200  ard castor whee	at height (FSH) in convour required seat height by FSH IN INSTOR WHEEL IN MM soft solid rubber (Flexel)	selecting a possible WM: 475	500 figured when the FSH is se	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
OD 54 57/9	Front se Please select  Ø CA: Ø 142  00 Ø 200  ard castor whee	at height (FSH) in convour required seat height by FSH IN INTERMEDIAL STOR WHEEL IN MM soft solid rubber (Flexel)  I and the matching castor fork a utomatically determined by the	selecting a possible WM: 475	500 figured when the FSH is se	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
DD 4 7/9	Front se Please select  Ø CAS  Ø 142  00 Ø 200  and castor whee seat height is a	at height (FSH) in convour required seat height by FSH IN INTERMEDIAL STOR WHEEL IN MM soft solid rubber (Flexel)  I and the matching castor fork a utomatically determined by the	selecting a possible WM: 475	500 figured when the FSH is se	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
<b>DD</b> 4 7/9	Front se Please select  Ø CA: Ø 142  00 Ø 200  and castor whee seat height is a	at height (FSH) in convolution of the policy	selecting a possible WM: 475	500 figured when the FSH is se	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
DD 4 7/9	Front se Please select  Ø CA: Ø 142  00 Ø 200  ard castor whee seat height is a  Seat cus  CODE	at height (FSH) in convolution of the seat height by FSH IN IN INTERPOLATION OF THE STOR WHEEL IN MM soft solid rubber (Flexel)  I and the matching castor fork a suttomatically determined by the schion  NAME	selecting a possible WM:  475  are automatically contents and and seat tilt of	500  figured when the FSH is seapprox. 4 degrees, corresp	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
OD  64  67/9  and rear	Front se Please select  Ø CAS  Ø 142  00 Ø 200  and castor whee seat height is a  Seat cus  CODE  561  714	at height (FSH) in convour required seat height by FSH IN IN INSTOR WHEEL IN MM  soft solid rubber  (Flexel)  I and the matching castor fork a sutomatically determined by the section of the convolution o	selecting a possible WM:  475  are automatically con- e standard seat tilt of	500  figured when the FSH is seapprox. 4 degrees, corresp	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
7/9 andarear	Front se Please select  Ø CAS  Ø 142  00 Ø 200  and castor whee seat height is a  Seat cus  CODE  561  714	at height (FSH) in convergence of the seat cushion 60 mm.	selecting a possible WM:  475  are automatically con- e standard seat tilt of	500  figured when the FSH is seapprox. 4 degrees, corresp	ght and wheel size. (Only 24 x 1 <sup>3/8</sup>	" drive wheel).
OD 54 57/9 anda rear	Front se Please select  Ø CA:  Ø 142  00 Ø 200  ard castor wheee seat height is a  Seat cus  CODE  561  714	at height (FSH) in conjugate properties of the seat height by FSH IN INTERCENT OF THE STOR WHEEL IN MM  soft solid rubber (Flexel)  I and the matching castor fork a suttomatically determined by the section of the seat cushion 60 mm  Incontinence cover for sections and hand rim options.	selecting a possible WM:  475  are automatically content at the office standard seat tilt of the seat cushion, grey	500  figured when the FSH is seapprox. 4 degrees, corresp	ght and wheel size. (Only 24 x 1 <sup>3/8</sup> lected.  In a difference of approx. 30	" drive wheel).
	Front se Please select  Ø CA:  Ø 142  00 Ø 200  and castor whee seat height is a  Seat cus  CODE  561  714  Hand rin  CODE	at height (FSH) in compour required seat height by FSH IN INTERMEDIAL IN MM  Soft solid rubber (Flexel)  I and the matching castor fork a utomatically determined by the seat cushion 60 mm  Incontinence cover for seat and hand rim optomical incontinence cover for seat cushion AME	selecting a possible WIM:  475  are automatically cone estandard seat tilt of the seat cushion, grey	500  figured when the FSH is seapprox. 4 degrees, corresp	eght and wheel size. (Only 24 x 1 <sup>3/8</sup> elected.  Ilected.  Ilected and ifference of approx. 30	" drive wheel).

		t by ticking the relevant boxes rsion: If no other selection is made, the standard version will be delivered.		
	_			
06	Tyres			
	CODE	NAME		
	904	Flexel tyres, puncture-proof		
07	Brakes			
	CODE	NAME		
	680/706			
	986	Brake lever extension, slip-on, one pair		
80	Back str	trap height		
	CODE	NAME HEIGHT	Γ	
	442	Reinforced back 430 mm		
09	Backres	st		
	CODE	NAME		
	622	Back with lumbar contour		
	Backres	st options		
	CODE			
		Transverse pushbar, stabilises the back in the event of		
	814	heavier load		
10	Side pan	anels and armrests		
	Please observe the marked functional properties!			
	CODE	NAME		
	106	Side panel height-adjustable, armrest pad depth-adjustable		
11	Legrests	ts Detachable Swing-away Swivel up		
_	CODE	NAME		
$\overline{}$				
	94	Without legrests and footrests		

:		<b>on:</b> If no other selection is r	nade, the standard version will b	e delivered.		
12	Footrests	<b>S</b>	↑ Height-adjustable	<b>∠</b> Depth-adjustable	Angle-a	djustable
	CODE	NAME			DEPTH	LOWER LEG LENGTH
	54	One-piece footrest, 6 flip-up, height and a	60 mm depth-adjustable (i ngle-adjustable	n four steps),	150	350 - 490
			ngth in mm (measured without of lower leg length from 350 to 5		ling.	
	Footrest	accessories				
	CODE	NAME				
	822	Shoe holder straps (p	pair)			
13	Frame co	lours				
	CODE	NAME				
	4919	Silverline				
4	Seat belt	and back strap	colours			
	287	Jet black, polyester				
15	Hand pro	air options otectors and spo	ke guards			
	<b>CODE</b> 489	NAME Transparent				
		castor wheels				
	691	Support castors, deta	achable (one pair)			
	Other op	tions				
	585	Infusion stand "UNIV	ERSAL"			
	833	Retainer strap with b	uckle			
	819	Passive lighting				
Da	ate:	-	Signature:			As at: 2022-01-01
			J			

#### **USER DETAILS**

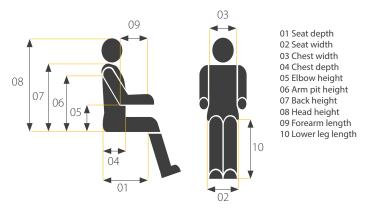
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

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!

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

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

#### 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
- **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.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.