

# NANO

1.155

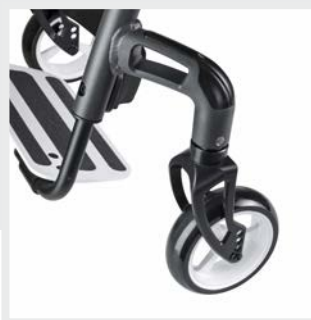




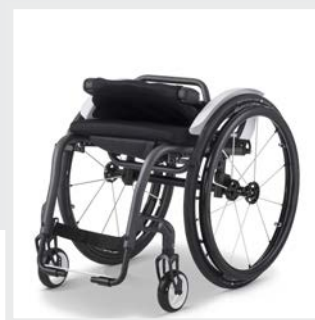
Vario element



Elegant frame concept



Castor wheel connection



Folding back as standard feature

## Pure Design

### EFFICIENCY

- Permanent provision with possibilities for adapting to changes in function reduces follow-up costs
- Extensive standard equipment minimises the need for costly custom design
- Minimum wear due to high-quality attachments

### THERAPEUTIC BENEFIT

- Maximum smoothness of ride and low tare weight encourage independence of the user
- Fine adjustment of back element, seat and suspension enable adaptation to changes in function and individual user requirements
- Extensive range of equipment for long-term users

### SCOPE OF USE

- For permanent and long-term care
- For paraplegic care
- Very well suited for a wide range of medical conditions, including the severely afflicted
- Users with loss of lower extremity function (lateral transfer, hand rim propulsion)

ORDER

QUOTATION

CUSTOM-MADE VERSION

**Please fax your completed order form to: +49 (0) 5733 922 9311 Customer service: +49 (0) 5733 922 311**

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



## NANO 1.155

All prices subject to VAT at the prevailing rate! Valid from 01.01.2018 – 31.12.2018.  
Our Terms and Conditions as stated at [www.meyra.de/AGB](http://www.meyra.de/AGB) shall apply.

### Specifications

Seat width	300	320	340	360	380	400	420	440	460	480	500
Width, ready to move	470	490	510	530	550	570	590	610	630	650	670
Seat depth	380 / 400 / 420 / 440 / 460 / 480 / 500										
Seat height front / rear	450 to 530 / 360 to 510										
Total height	Seat height rear + back height										
Back height	variable from 250 to 450 + - 15 mm										
Length with footrest	720 - 920 (depending on frame length, wheel size and axle position)										

User weight	130
Empty weight	9.5
Permissible total weight	139.5
Transport weight	6.5
Drive wheel	600 (24")
Drive wheel	635 (25")
Drive wheel	660 (26")

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

### Caution!

Please note when using public transport (e.g. trains): the dimensions of the wheelchair may exceed the transport company guidelines. Please enquire beforehand.

Please tick your choice in the boxes

Standard version: In case you do not make another selection we will generally deliver the standard version.

## 00 Frame design (frame length)

	CODE	DESCRIPTION	SD IN MM	BL IN MM
<input type="checkbox"/>	351	Frame, short	380 – 420	760 – 840
<input type="checkbox"/>	352	Frame, medium	440 – 460	800 – 880
<input type="checkbox"/>	353	Frame, long	480 – 500	840 – 920

Please bear in mind your seat depth and specify this accordingly in category 02!

### Frame design (frame angle and frame inset)

	CODE	DESCRIPTION
<input type="checkbox"/>	346	Standard front frame 80°
<input type="checkbox"/>	347	Compact front frame 88° only in conjunction with frame inset CODE 4950
<input type="checkbox"/>	4950	With frame inset, (20 mm per side)
<input type="checkbox"/>	4959	Without frame inset

## 01 Seat width (SW)

	CODE	DESCRIPTION
<input type="checkbox"/>	30	SW 300 mm
<input type="checkbox"/>	32	SW 320 mm
<input type="checkbox"/>	34	SW 340 mm
<input type="checkbox"/>	36	SW 360 mm
<input type="checkbox"/>	38	SW 380 mm
<input type="checkbox"/>	40	SW 400 mm
<input type="checkbox"/>	342	SW 420 mm
<input type="checkbox"/>	344	SW 440 mm
<input type="checkbox"/>	46	SW 460 mm
<input type="checkbox"/>	48	SW 480 mm
<input type="checkbox"/>	350	SW 500 mm

Please tick your choice in the boxes

Standard version: In case you do not make another selection we will generally deliver the standard version.

## 02 Seat depth (SD) Tension adjustable seat belt

CODE	DESCRIPTION	FRAME CODE
<input type="checkbox"/> 368	SD 380 mm incl. utensil bag under the seat belt	351
<input type="checkbox"/> 615	SD 400 mm incl. utensil bag under the seat belt	351
<input type="checkbox"/> 784	SD 420 mm incl. utensil bag under the seat belt	351
<input type="checkbox"/> 618	SD 440 mm incl. utensil bag under the seat belt	352
<input type="checkbox"/> 619	SD 460 mm incl. utensil bag under the seat belt	352
<input type="checkbox"/> 787	SD 480 mm incl. utensil bag under the seat belt	353
<input type="checkbox"/> 792	SD 500 mm incl. utensil bag under the seat belt	353

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

Horizontal columns = seat heights in mm      Vertical lines = Ø castor wheel size in mm

Please select your required seat height by selecting a possible combination of seat height and wheel size. The maximum seat height difference allowed between the front and rear seat height is 100 mm! Recommended: Solid rubber castor wheels for higher user weight

FSH	450	460	470	480	490	500	510	520	530
Ø 100 solid rubber C 151	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Ø 125 solid rubber C 325		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ø 142 soft solid rubber C 327			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A standard castor wheel is automatically configured when FSH is selected. Xtrends castor wheels can be selected as an option in the following table.

### Xtrends castor wheels

CODE	ARTICLE	DESCRIPTION	RIM	TYRES	Ø X W
<input type="checkbox"/> 689	1068963	Lightwheel (pair)	Synthetic	Solid rubber transparent / colour	100 x 23 mm
<input type="checkbox"/> 689	1072385	Castor wheel (pair)	Aluminium silver	Solid rubber	100 x 32 mm
<input type="checkbox"/> 689	1072386	Castor wheel (pair)	Aluminium silver	Solid rubber	125 x 32 mm
		Frog legs castor wheel (pair)			
	<input type="checkbox"/>	silver 1081340			
	<input type="checkbox"/>	black 1081341			
<input type="checkbox"/> 689	<input type="checkbox"/>	orange 1081342	Aluminium	Solid rubber	100 x 37 mm
	<input type="checkbox"/>	red 1081343			
	<input type="checkbox"/>	blue 1081344			
	<input type="checkbox"/>	white 1083736			
		Frog legs castor wheel (pair)			
	<input type="checkbox"/>	silver 1081345			
	<input type="checkbox"/>	black 1081346			
<input type="checkbox"/> 689	<input type="checkbox"/>	orange 1081347	Aluminium	Solid rubber	125 x 37 mm
	<input type="checkbox"/>	red 1081348			
	<input type="checkbox"/>	blue 1081349			
	<input type="checkbox"/>	white 1083737			

Please select the colour you require in category 16 Seat belt and back strap colours.

Please tick your choice in the boxes

**Standard version:** In case you do not make another selection we will generally deliver the standard version.

## 04 Seat cushion

CODE	DESCRIPTION
<input type="checkbox"/> 560	Seat cushion 30 mm
<input type="checkbox"/> 561	Seat cushion 60 mm

## 05 Rear seat height (RSH) in combination with drive wheel (without seat cushion)

Horizontal columns = seat heights in mm      Vertical lines = Ø drive wheel

**Please select your required seat height by selecting a possible combination of seat height and wheel size.**

**The maximum permitted seat height difference between front and rear seat height is 100 mm! 25" and 26" see Xtrends drive wheels**

	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510
Ø 24 x 1"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Ø 25 x 1"			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ø 26 x 1"					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Horizontal position of drive wheel (gravity setting)

DRIVER TYPE	PASSIVE			AVERAGE				ACTIVE			
Position	1	2	3	4	5	6	7	8**	9**	10**	11**
Distance * in mm	<input type="checkbox"/> 50	<input type="checkbox"/> 60	<input type="checkbox"/> 70	<input type="checkbox"/> 80	<input type="checkbox"/> 90	<input type="checkbox"/> 100	<input type="checkbox"/> 110	<input type="checkbox"/> 120	<input type="checkbox"/> 130	<input type="checkbox"/> 140	<input type="checkbox"/> 150

\* Measurement: rear edge of back tube to centre of axle in mm

\*\* cannot be fitted in conjunction with frame, short CODE 351

Please tick your choice in the boxes

**Standard version:** In case you do not make another selection we will generally deliver the standard version.

## 06 Drive wheels

CODE	DESCRIPTION	Ø
<input type="checkbox"/> 651	Standard wheel, incl. quick release axle (pair)	24"
<input type="checkbox"/> 848	SILVERDESIGN with radial spokes and high flange hub incl. quick release axle (pair)	24"
<input type="checkbox"/> 695	Active wheel with radial spokes, high flange hub, hollow section rim (Jumbo rim) black (pair) Recommended for user weight over 100 kg or dynamic driving style! Not in conjunction with PU tyres CODE 902	24" 25" 26"
<input type="checkbox"/> 752	"Light" wheel incl. Schwalbe RightRun light tyre and black aluminium hand rim, only in conjunction with 0° wheel camber CODE 423. (pair) Recommended for user weight up to 90 kg!	24"

With CODE 651 and 695, select your hand rim in category 07 and the tyres in category 08.  
Or select optional Xtrends drive wheels incl. hand rims and tyres instead of drive wheels CODE 651, 695 or 752.

### Xtrends drive wheels

CODE	ARTICLE	DESCRIPTION	
<input type="checkbox"/> 688	<input type="checkbox"/> blue 1081354 <input type="checkbox"/> red 1081356 <input type="checkbox"/> gold 1081355	New Active wheel with radial spokes, Schwalbe ONE tyre, hub, rim and hand rim, colour	24 x 1"
<input type="checkbox"/> 688	<input type="checkbox"/> black 1081357 <input type="checkbox"/> blue metallic 1081358 <input type="checkbox"/> red metallic 1081359 <input type="checkbox"/> white 1081360 <input type="checkbox"/> orange metallic 1081361	Lightweight magnesium wheel, radial spokes, high flange hub and hollow section rim, painted, Schwalbe ONE tyre and aluminium hand rim, black	24 x 1"
<input type="checkbox"/> 688	1068713	Black Light incl. Marathon Plus Evolution and aluminium hand rim (pair)	24 x 1"
<input type="checkbox"/> 688	1073640	Spinergy wheel, 12 spoke black, incl. Schwalbe Marathon Plus Evolution and stainless steel hand rim (pair) White or orange spokes possible on request!	24 x 1" 25 x 1" 26 x 1"

### Wheel camber

CODE	DESCRIPTION
<input type="checkbox"/> 423	0° wheel camber
<input type="checkbox"/> 447	3° wheel camber (adjustable track)

Please tick your choice in the boxes

**Standard version:** In case you do not make another selection we will generally deliver the standard version.

### 07 Hand rims and hand rim options (not in combination with Xtrends wheels)

CODE	DESCRIPTION	Ø
<input type="checkbox"/> 493	Brightly polished stainless steel	24" 25" 26"
<input type="checkbox"/> 494	Aluminium, not in conjunction with Active wheel CODE 695	24"
<input type="checkbox"/> 445	Titanium, with 6 brackets, only in conjunction with Active wheel CODE 695 and Spinergy wheel article no: 1073640	24" 25" 26"
<input type="checkbox"/> 849	Curve L, black anodised aluminium, ergonomic hand rim profile, H 31 mm, only in conjunction with Active wheel CODE 695 and Spinergy wheel article no: 1073640	24"
<input type="checkbox"/> 850	Curve L Tetra Grip, slip-resistant coating, aluminium, suitable for tetraplegics, ergonomic hand rim profile, H 31 mm, only in conjunction with Active Wheel CODE 695 and Spinergy wheel article no: 1073640	24"
<input type="checkbox"/> 853	GEKKO, black anodised aluminium with replaceable rubber lip, ergonomic hand rim profile, H 31 mm, only in conjunction with Active wheel CODE 695 and Spinergy wheel article no: 1073640	24"
<input type="checkbox"/> 168	Optigripp special hand rim for tetraplegics	24"
<input type="checkbox"/> 166	Silicon hand rim cover, smooth, black, not in conjunction with Active wheel CODE 695	24"
<input type="checkbox"/> 692	Hand rim clearance 15 mm	24"
<input type="checkbox"/> 693	Hand rim clearance 25 mm	24"

Total width hand rim clearance see enclosed information.

### 08 Tyres (not in combination with Xtrends wheels)

CODE	DESCRIPTION	Ø
<input type="checkbox"/> 496	Pneumatic tyre 8 bar	24 x 1"
<input type="checkbox"/> 897	Schwalbe Marathon Plus Evolution tyre, puncture-resistant, 8 bar	24 x 1" 25 x 1" 26 x 1"
<input type="checkbox"/> 363	Schwalbe ONE plain tread tyre, puncture-resistant, 8 bar	24 x 1"

See category 05 Seat height in combination with drive wheel.

**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.

### 09 Brakes

CODE	DESCRIPTION
<input type="checkbox"/> 305	Pressure brake for user
<input type="checkbox"/> 2595	"Light" aluminium pressure brake, swing-away



Please tick your choice in the boxes

**Standard version:** In case you do not make another selection we will generally deliver the standard version.

## 10 Back strap height (BH)

CODE	BH	DESCRIPTION
<input type="checkbox"/> 620	250 mm	Back strap, adjustable via velcro straps, subsequently adjustable + -15 mm
<input type="checkbox"/> 626	300 mm	Back strap, adjustable via velcro straps, subsequently adjustable + -15 mm
<input type="checkbox"/> 631	350 mm	Back strap, adjustable via velcro straps, subsequently adjustable + -15 mm
<input type="checkbox"/> 632	400 mm	Back strap, adjustable via velcro straps, subsequently adjustable + -15 mm
<input type="checkbox"/> 633	450 mm	Back strap, adjustable via velcro straps, subsequently adjustable + -15 mm

## 11 Back rest (standard 90° to seat) fold to seat as standard, angle adjustable and lockable

CODE	DESCRIPTION
<input type="checkbox"/> 410	Back with push handle, short
<input type="checkbox"/> 411	Back without push handle
<input type="checkbox"/> 502	Back with push handle, mounted on back tube, step-less height adjustment up to 200 mm only possible from BH 300 mm up

## 12 Side panels and arm rests

Please observe the marked functional properties!

1 = fixed 2 = swivel up 3 = detachable 4 = lockable 5 = height-adjustable arm rest 6 = with wheel covering

CODE	DESCRIPTION	1	2	3	4	5	6
<input type="checkbox"/> 100	Aluminium side panel in frame colour with cold-proof lining, fixed	●					●
<input type="checkbox"/> 11	Detachable side panel only in conjunction with CODE 100		●				●

CODE	DESCRIPTION	CHOICE OF COLOUR
<input type="checkbox"/> 2205	Side panels and footplate in colour of choice	<input type="text"/>

Please tick your choice in the boxes

Standard version: In case you do not make another selection we will generally deliver the standard version.

### 13 Leg rests

	CODE	DESCRIPTION	USL
<input type="checkbox"/>	312	Footrest continuously height, depth and angle adjustable	360 – 480
<input type="checkbox"/>	359	Calf strap	
<input type="checkbox"/>	4312	Stable aluminium profile LED footrest in frame colour, continuously height, depth and angle adjustable, incl. Bluetooth module (with CODE 4959 from SW 36 up, with CODE 4950 from SW 40 up)	
<input type="checkbox"/>	4313	Stable aluminium profile LED footrest in frame colour, continuously height, depth and angle adjustable, (with CODE 4959 from SW 36 up, with CODE 4950 from SW 40 up)	

CODE 4312 and CODE 4313 available as of 01.01.2019!

### 14 Frame colours

CODE	DESCRIPTION	CODE	DESCRIPTION
<input type="checkbox"/>	130 Titanium grey	<input type="checkbox"/>	4042 Blue metallic matt
<input type="checkbox"/>	183 Silver metallic	<input type="checkbox"/>	4043 Brown metallic matt
<input type="checkbox"/>	186 Magic blue	<input type="checkbox"/>	4044 Red metallic matt
<input type="checkbox"/>	216 Jet black	<input type="checkbox"/>	4045 Signal white matt
<input type="checkbox"/>	206 Matt black	<input type="checkbox"/>	4046 Green metallic matt
<input type="checkbox"/>	224 Blue metallic	<input type="checkbox"/>	4047 Purple metallic matt
<input type="checkbox"/>	227 Red metallic	<input type="checkbox"/>	4048 Copper metallic
<input type="checkbox"/>	4023 Signal white	<input type="checkbox"/>	4913 Cross orange
<input type="checkbox"/>	4040 Downtown grey	<input type="checkbox"/>	4922 Green metallic
<input type="checkbox"/>	4041 Magic blue matt		

Other frame colours possible on request at a surcharge!

### 15 Back strap colours

CODE	DESCRIPTION
<input type="checkbox"/>	235 Trevira black
<input type="checkbox"/>	292 Net fabric, breathable, black

Please tick your choice in the boxes

Standard version: In case you do not make another selection we will generally deliver the standard version.

16

### Wheelchair accessories

#### Hand protectors and spoke guards

CODE	DESCRIPTION
<input type="checkbox"/> 489	Transparent not in conjunction with Spinergy wheel art. no. 1073640 and magnesium wheels 1081357, 1081358, 1081359, 1081360, 1081361

#### Support castor wheels

<input type="checkbox"/> 728	Support castor wheels, one pair, swing-away (recommended) Not in conjunction with stepper tube CODE 309
<input type="checkbox"/> 729	One support castor wheel, swing-away, <b>left</b> -mounted
<input type="checkbox"/> 730	One support castor wheel, swing-away, <b>right</b> -mounted
<input type="checkbox"/> 309	Stepper tube (one pair)
<input type="checkbox"/> 4930	One stepper tube, left-mounted, not in conjunction with support castor wheels CODE 728/729
<input type="checkbox"/> 4931	One stepper tube, right-mounted, not in conjunction with support castor wheels CODE 728/730

#### Other accessories

<input type="checkbox"/> 833	Retainer strap with buckle
<input type="checkbox"/> 819	Passive lighting
<input type="checkbox"/> 205542100	Hand compressor
<input type="checkbox"/> 951	Accessory net
<input type="checkbox"/> 970	Walking aid holder in conjunction with stepper tube

Date:

Signature:



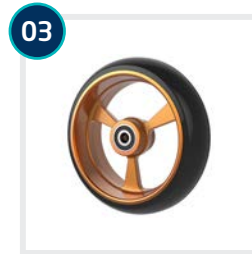
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Article 1072385



03

Article 1072386



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Article 1081342



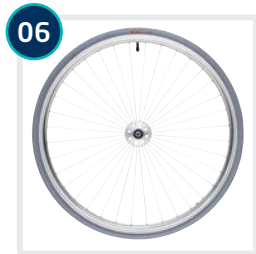
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Article 1081358



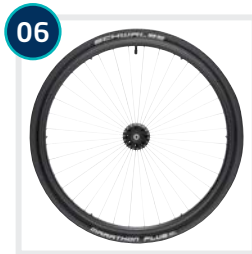
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Article 1081359



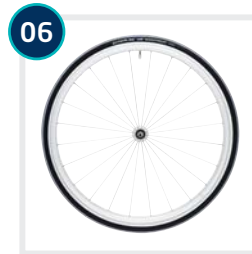
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CODE 651



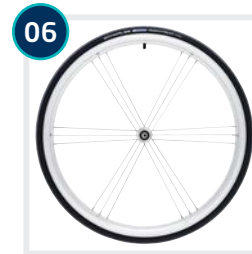
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CODE 695



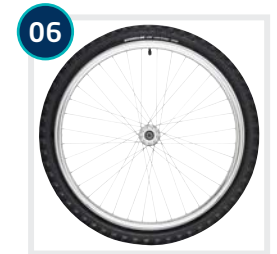
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CODE 752



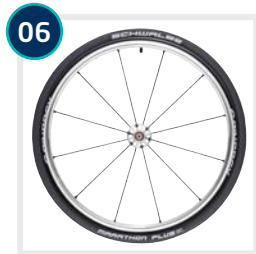
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Article 1068705



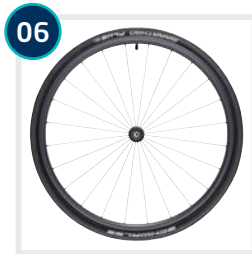
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Article 1068707



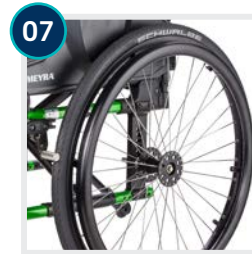
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Article 1073640



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Article 1068713



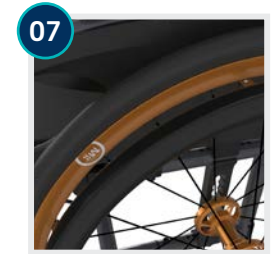
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CODE 849



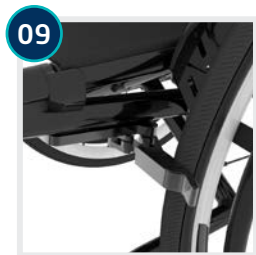
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CODE 850



07

CODE 853



09

CODE 2595



11

CODE 410



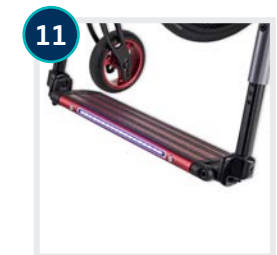
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CODE 100



14

CODE 312



11

CODE 4312

## 1. GENERAL – SCOPE

**1.1.** The following General Terms and Conditions of Delivery and Trade (GTC) for MEYRA GmbH shall apply to all contracts concluded with customers of the company. They shall also apply to all future transactions with the customer, even in the absence of a separate new agreement.

**1.2.** The customer shall accept that the General Terms and Conditions of MEYRA GmbH are binding on the present contract and also on all future contracts. Terms and conditions of the customer or third party shall not apply. MEYRA GmbH shall not be subject to such terms and conditions, even if they are not expressly excluded in individual cases.

**1.3.** These General Terms and Conditions shall only apply if the customer is an entrepreneur (s. 14 of the German Civil CODE), a legal entity under public law or a separate fund under public law.

## 2. OFFER, CONCLUSION OF CONTRACT

**2.1.** Offers from MEYRA GmbH are subject to confirmation and non-binding unless expressly designated as binding.

**2.2.** MEYRA GmbH may accept orders or commissions from the customer within 14 days of receipt with an offer confirmation in text form.

**2.3.** The contract shall be concluded by means of the offer confirmation in text form; this shall also apply to any changes or additions to the orders.

**2.4.** We retain our rights of ownership and copyright with respect to all documents delivered to the customer in association with placing of the order. These documents may not be disclosed to third parties without our express written consent. Should we not accept the customer's offer within the period stipulated in section 2.2, these documents are to be returned to us without delay.

## 3. PRICES

**3.1.** Prices are calculated exclusively in euros. All prices are net prices. Value added tax at the respective statutory rate is to be paid in addition.

**3.2.** Unless otherwise stated to the contrary in writing, our prices are ex works, excluding packing and shipping. The costs of packing and shipping 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 permitted if there is a gap of more than four months between conclusion of the contract and the agreed delivery date. Should salaries or material costs increase in the period up to completion, we shall be entitled to increase the price appropriately in accordance with the cost increases. The customer shall be entitled to withdraw from the contract only if the price increase significantly exceeds the increase in the general cost of living between the time of the order and of delivery.

**3.4.** In follow-up orders, MEYRA GmbH shall not be held to the prices in a previous contract.

**3.5.** Should the order value fall below a limit of € 150.00 net goods value, a minimum-order surcharge of € 9.50 including freight component shall be levied.

## 4. SHIPMENT, PASSING OF RISK

**4.1.** The place of delivery shall be the registered premises of MEYRA GmbH insofar as nothing has been expressly agreed to the contrary.

**4.2.** If the goods are shipped to the customer at this location, the risk of accidental loss or accidental deterioration of the goods shall transfer to the customer as soon as the goods (including partial deliveries) have been handed over to the charge of the third party responsible for shipping. This shall apply irrespective of whether the goods are shipped from the place of performance or who bears the freight costs.

**4.3.** Should claims for transport damage or losses be asserted against MEYRA GmbH, the customer must note the damage on the shipping documents or, in the event of losses, create a record without delay which is to be shown to us 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 delayed handover or shipping for which the customer is responsible, the risk shall pass to the customer upon notification of the shipment's readiness for shipping.

**4.6.** Should there be no special instructions from the customer, the choice of transport route and means of transport shall be made by MEYRA GmbH without warranty and liability for the cheapest and fastest shipping method.

## 5. DATE OF DELIVERY / SCOPE OF DELIVERY

**5.1.** Proposed delivery periods shall be understood to be probable delivery dates, unless a particular date has been expressly established in writing.

**5.2.** If the parties have agreed a delivery period, this shall commence from the date of the order confirmation. The delivery period shall be deemed to have been observed if, prior to its expiration, the goods have left the plant or their readiness for shipping has been communicated.

**5.3.** Compliance with agreed delivery and performance dates requires the timely receipt of all documentation 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 in good time, the periods shall be extended appropriately.

**5.4.** MEYRA GmbH shall not be liable for delays in delivery due to force majeure or other events which, at the time the contract was concluded, were unforeseeable (e.g. strike, operational breakdown, delayed internal supply, transport delay, unfavourable weather, etc.) for which it is not responsible. The delivery period shall be extended for the duration of the obstacle to performance for which MEYRA GmbH is not responsible, plus a reasonable recovery period.

**5.5.** Should the resulting delay exceed a period of six weeks, both parties shall have the right to withdraw from the contract with regard to the scope of performance.

**5.6.** MEYRA GmbH shall be entitled to make partial deliveries provided that the partial delivery can be used by the customer within the scope of the contractual provision, the delivery of the remaining goods is guaranteed and the customer does not incur any additional costs as a result.

## 6. PAYMENT

**6.1.** Invoice amounts shall be paid in full within 30 days of receipt of the invoice into one of the bank accounts stipulated by us. However, where the invoice is not for the delivery of spare parts or repairs, the customer shall be entitled to a discount of 2% if payment is made within eight days of receipt of the invoice.

**6.2.** Cheques and bills shall only be accepted with express agreement. Acceptance is conditional on performance. Invoice corrections via cheques and bills are subject to payment. Values are taken on the day on which we finally have the proceeds at our disposal.

**6.3.** Should the customer fail to make the payment on the due date, any outstanding amounts shall be subject to interest at 8% above the respective base rate per annum. We reserve the right to enforce higher damages due to a delay in payment.

**6.4.** Should the customer default on payment, then all other receivables arising from the same legal

relationship shall immediately become payable without the need for a separate communication.

**6.5.** The customer shall only be entitled to offset in the event that its counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as its 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 supplied by MEYRA GmbH shall remain the property of MEYRA GmbH until full payment of all present and future claims against the customer.

**7.2.** The customer may sell the reserved goods in the ordinary course of business. It is not entitled to make other disposals, in particular chattel mortgages and pledges. The claims of the customer arising from the resale of the reserved goods (including other receivables such as insurance claims or tort claims for loss or damage) shall be assigned to MEYRA GmbH by way of security. MEYRA GmbH shall accept the assignment. The customer shall be entitled to collect the assigned claim as long as it fulfils its payment obligations. In the event that it defaults on payment, we shall be entitled to revoke the collection authorisation.

**7.3.** Should the reserved goods be processed by the customer, it is hereby agreed that the processing shall take place in the name of and at the cost of MEYRA GmbH as the manufacturer and that it shall immediately acquire ownership or – if the processing is carried out using or in connection with materials from several owners or the value of the processed item is greater than the value of the delivered goods – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the delivered goods to the value of the newly created item. Should MEYRA GmbH lose its ownership through consolidation or commingling or if, in the case of processing, it is not the owner of the delivered goods, the customer shall transfer to MEYRA GmbH in advance an appropriate co-ownership share in the new item equivalent to the proportionate value of the delivered item. MEYRA GmbH shall hereby accept the offer. The delivery shall be replaced by a gratuitous deposit.

**7.4.** The customer shall be obliged to notify us immediately of access by third parties to the goods delivered under retention of title and to provide us with the information and hand over the documentation required to enforce our rights. At the same time, the customer is to inform the third party without being asked of MEYRA GmbH's ownership. Any costs incurred from this shall be borne by the customer.

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

**7.6.** In the event of a bankruptcy petition relating to the customer, we shall now prohibit the resale or processing of our reserved goods and shall revoke our collection authorisation with respect to the claims assigned to us.

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

## 8. WARRANTY / LIABILITY

**8.1.** The customer must inspect the delivered goods immediately upon delivery. Insofar as it relates to obvious defects or defects that would have been found during a thorough inspection, the customer

must notify us in writing of any complaints within one week of receipt of delivery. After expiry of this period, any liability for such defects is excluded. In the event of concealed defects, warranty claims shall only be valid if we are notified in writing within one week of discovery.

**8.2.** In cases of defective delivery, we shall have the right to choose to repair the defective item or to replace the defective item with a new delivery. The customer is obliged to provide us the defective product delivered free for inspection and repair. Should the repair or replacement delivery be unsuccessful, should they not be undertaken with a reasonable period or should we refuse to undertake them, the customer may withdraw from the contract or reduce the purchase price. A deadline shall not be required in those cases where it is not required by law.

**8.3.** The warranty shall be void if the customer modifies the delivery item without our consent or it is changed by a third party and it therefore becomes impossible or unreasonably difficult to rectify the defect. However, in each case, the customer must bear the additional costs resulting from the rectification of the defect.

**8.4.** The above regulations shall not affect any warranty that we assume on the part of the first user of the rehabilitation equipment.

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

**8.6.** Further claims by the customer, in particular for damages instead of performance and for reparation of any direct or indirect damage – including incidental or consequential damages, irrespective of the legal grounds – shall be excluded. This shall not be the case if MEYRA GmbH has concealed a legal or material defect maliciously or the damage is due to intent or gross negligence on the part of MEYRA GmbH, its legal representatives or vicarious agents or to any negligent breach of essential contractual obligations. Essential contractual obligations are understood to be those where their fulfilment enables the proper execution of the contract and on compliance with which the contracting parties regularly rely or may rely. In the case of damage to property and assets due to negligence, the liability of MEYRA GmbH shall however be restricted to an amount foreseeable in a typical contract. Furthermore, personal injury or damage to health caused by a breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.

**8.7.** Liability under the *Produkthaftungsgesetz* [German Product Liability Act] is unaffected.

## 9. STATUTE OF LIMITATIONS

Claims by the customer relating to defects shall have a limitation period of two years from handover / delivery of the goods to the customer. With respect to replacement items and repairs, the limitation period shall be one year from handover / delivery of the goods to the customer. Excluded from this are claims for damages due to endangerment of life, personal injury or health and / or claims arising out of damages caused by gross negligence or intent on the part of MEYRA GmbH or its vicarious agents. In such instances, the statutory limitation periods shall apply.

## 9.1. REPLACEMENT PRODUCT SERVICE

Independent of the warranty, MEYRA GmbH offers customers the opportunity to exchange a defective product for a refurbished product. The following provisions shall apply to the products offered as replacements:

- Replacement products are refurbished and technically in order.
- The defective product must be returned free of charge to MEYRA GmbH within 15 working days.

The returned item shall become our property.

- Should the defective product not be returned, we shall invoice the customer for the replacement item at 95% of the sales price for a new product.
- The returned item must correspond to the replacement product in model and design. The product must also be reusable and may only show wear and tear commensurate with normal use.
- MEYRA GmbH shall determine whether the returned item fulfils the requirements specified above. Should these requirements not be fulfilled, we shall also issue the customer with an invoice for the amount specified above for the replacement product delivered less the residual value of the returned item.

## 10. PRODUCT SAFETY GUARANTEE

### 10.1. PRODUCT RECALL

If, due to defects in the goods delivered or to existing legal stipulations, it becomes necessary to have a product recalled, then the Client is obliged to cooperate in implementing such product recall in order to ensure that it can be conducted efficiently. In the event of a product recall, the Client is in particular obliged to inform MEYRA GmbH regarding the whereabouts of the delivery items in the delivery chain (from the Client to end consumer). To this end, the Client must continually document, using appropriate documentation methods, the progress of the goods and provide MEYRA GmbH with such documentation upon request. If the Client supplies the goods to resellers, then it must impose upon such resellers, via contractual provisions, the foregoing duties of cooperation intended to ensure the efficient implementation of a product recall.

**10.2.** The Client is obliged to have end customers instructed with regard to the handling and use of the delivered products and to have such instruction carried out by trained specialists. If the Client supplies the goods to resellers, then it must impose upon such resellers, via contractual provisions, the foregoing training obligations pertaining to the handling and use of the delivered goods.

### 11. LIABILITY FOR DESIGN CHANGES

It is important to note that more stringent legal provisions shall apply in the case of custom orders. Design changes to MEYRA GmbH products by the customer or a third party contracted by the customer shall only be permitted if they are in line with the safety requirements and our management has declared its consent in writing in advance. To this end, if requested, a modified model and design drawings are to be made available to us. Should design changes be undertaken without the prior written consent of our management and damage due to the changes is caused to a third party for which we are liable in the external relationship, the customer shall be required to release us in the internal relationship from claims by the third party.

## 12A. RETURN OF FINISHED PRODUCTS AND MODULES

Goods returned without an accompanying delivery note or invoice copy shall not be accepted. Credit equivalent to 80 % of the net value of the goods shall be granted for goods returned in their original packaging and in mint condition. Excluded from return are items delivered more than three months ago, custom orders, sanitary items, filled batteries and products with a net value of less than € 100.00. Also excluded are custom-made wheelchairs (e.g.: wheelchairs for children or adaptive wheelchairs). The transport risk shall be borne by the sender.

## 12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

**12B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.

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

**12B.3.** Should an agreement be reached regarding the cancellation of finished products which are ready for delivery, the following shall apply:

- Rehabilitation products shall be credited in full.

In principle, orders for custom wheelchairs and sports wheelchairs cannot be cancelled.

- In the event of the cancellation of an order for adaptive wheelchairs, 20% of the net value shall be retained to cover costs.

The cancellation fee for electric wheelchairs and scooters is 5%. The cancellation fee for standard and lightweight wheelchairs is 10%.

## 12C. COLLECTION / DISPOSAL

Our prices do not include the costs for collection and disposal of complete old equipment from users other than private households. On request, and against reimbursement of the costs incurred, we are able to organise the collection and recycling / disposal of such equipment, provided it was purchased from us. Returns without the prior agreement of MEYRA GmbH are not possible.

## 13. USE OF PERSONAL DATA

We shall be entitled to save and process internally any personal data of the customer falling within the scope of the statutory provisions, in particular the General Data Protection regulation.

## 14. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

**14.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.

**14.2.** The jurisdiction for all disputes arising out of the contractual relationship shall be determined by our headquarters in Kalletal-Kalldorf. We shall also be entitled to take action against the customer within its jurisdiction.

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

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