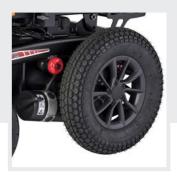
iCHAIR MC2 RS 1.615







15" drive wheels



Side panel lighting with individual engraving



RS design black-red



Recaro seat in black imitation leather

Exceptionally sporty

EFFICIENCY

- Easy maintenance and a high level of serviceability guarantee efficiency
- Little need for repair due to the use of high-quality and durable components
- Modular design of the iCHAIR family enables compatibility of components
- Numerous adjustment options allow individual adaptation
- Simplified re-use due to optimum user limits, such as a standard user weight of 160 kg

THERAPEUTIC BENEFIT

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

USE

- For indoor and outdoor use
- For permanent and all-day use in independent mobility, even with severe functional disorders
- For working and active people needing a wheelchair for various aspects of everyday life
- Suitable for outdoor use thanks to standard large tyres and optionally available 13 km/h version
- Compact dimensions and the high degree of manoeuvrability enable indoor spaces to be mastered with ease

ORDER

COST ESTIMATE

CUSTOM DESIGN

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

Billing address / Customer ref. no.:

Delivery address:

Consignment / Comments:





With seat lift CODE 27 140 kg (incl. additional load)

iCHAIR MC2 RS 1.615

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



Specifications

Seat width 1) 2)	380 – 650
Seat depth ²⁾	400 - 560 / 480 - 530
Back height ²⁾	530 - 570 / 640
Lower leg length 2)	350 - 500 / 350 - 500
Armrest height 2)	180 - 290 / 180 - 290
Seat height front ²⁾	530 - 600 / 580 - 650
Length with footrests	1130
Length without footrests	830
Width, ready to move 3)	635
Height without headrest 3)	1,010 – 1,130

Transport dimensions length	830
Transport height min.	590 - 660
Wheel size, front	260 x 70 (10")
Wheel size, rear	380 x 75 (15")
Max. obstacle height ⁴⁾	60
Turning radius	840

¹⁾ see category 01 Seat width 2) seating systems ErgoSeat / RECARO seat angle 4° 3) seating system ErgoSeat 4) 120 mm incl. step climber

Please select by ticking the relevant boxes
Chandand constant librariah an alamina is an

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

Specifications

WEIGHT IN KG

Min. transport weight empty basic version 5)	
User weight max.	160
Permissible total weight incl. options	320
Max. additional load	10

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance $\pm\,10\,\text{mm}$ Data subject to design changes.

PROPERTIES

Speeds km/h	6/13
Motor power W	2 x 300 / 2 x 350
Range with battery 63 Ah (5h), 73 Ah (20h) max. in km ⁶⁾	35 - 40
Permitted uphill / downhill gradient	15 %
Steering type	Indirect
Seat tilt, electric 7)	-2° to 26° / 0° to 50°
Seat tilt, mechanical	0° to 10°
Back angle, electric	-10° to 50°
Back angle, mechanical	-10° to 30°
Drive	Rear

Chassis / Motor

CODE	NAME

	Speed	Motor power	Range
115	6 km/h	2 x 300W	40 km
120*	13 km/h, incl. 120A power module	2 x 350W	35 km

^{*}Only in conjunction with CODE 833 lap belt and not in conjunction with special controls

Chassis options

892	Standard suspension recommended for user weight up to 120 kg
891	Standard suspension recommended for user weight 120 - 160 kg

Seat width (SW)

CODE	NAME	
38	SW 380 mm	Seat width infinitely variable from 380 to 500 mm via armrests (width of seat surface 380 mm)
43	SW 430 mm	Seat width infinitely variable from 430 to 550 mm via armrests (width of seat surface 430 mm)
48	SW 480 mm	Seat width infinitely variable from 480 to 600 mm via armrests (width of seat surface 480 mm)
53	SW 530 mm	Seat width infinitely variable from 530 to 650 mm via armrests (width of seat surface 530 mm)

Seat depth (SD)

⁵⁾ Without legrests and without armrests

⁶⁾ see category 00 chassis/motor
7) The adjustment range may deviate by max. +/-3° depending on SH and castor

		by ticking the relevant boxes sion: If no other selection is made, t	ne standard version	n will be deliver	ed.			
	*FSH measu	wheels/Front seat heig red at 4° seat tilt, upper edge of seat		combina	tion with	castor whee	l (without sed	nt cushion)
DE	NAM	IE Ø X W	INCH / MM	FF		HEIGHT FSH IN		
	Tyres	with aluminium rim	10" 260 x 70)	460**	500	530	
2**	* Wide	motocross tyres with stud- read for off-road use	10" 260 x 85					
ly in ot in	n conjunction	eight of the seat cushion * with 4° n with seat width 38 and 43 n with CODE 816 (fender)	seat tilt					
		wheel options						
	CODE	NAME						
	146	Puncture-resistant pneuma	atic tyres					
	900	Puncture-proof tyres Fender for castor wheels						
)	Drive w							
	772	NAME 15" tyres, aluminium rims v	vith studded	380 x 85				
	2460****	tread Wide 14" motocross tyres v tread for off-road use	vith studded	360 x 125				
Not i	in conjuncti	on with CODE 824 (fender)						
	Drive w	heel options						
	482	Pneumatic tyres						
	904	Puncture-proof tyres						
	824	Fender for drive wheels						
	Tyres							
	CODE	COLOUR						
1	908	hlack						

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Please select by ticking the relevant boxes

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

06 Seat tilt

CODE	NAME	SEAT TILT	LIFT
119	Mechanical seat tilt, in stages	0° to 10°	
118	Electric seat tilt, infinitely variable by 28 degrees*	-2° to 26°	
4118	Electric seat tilt, infinitely variable by 50 degrees*	0° to 50°	
27	Scissor lift incl. seat tilt, only in conjunction with R-Net	0° to 30°	300 mm

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

07

Seat and seating systems

A | MEYRA

CODE	NAME	SEAT DEPTH
738 / 615	Seat belt without cushion	400 mm
738 / 788	Seat belt without cushion	430 mm
738 / 619	Seat belt without cushion	460 mm
738 / 792	Seat belt without cushion	490 mm
738 / 793	Seat belt without cushion	530 mm
738 / 356	Seat belt without cushion	560 mm
4276/615	Seat pan without cushion	400 mm
4276/788	Seat pan without cushion	430 mm
4276/619	Seat pan without cushion	460 mm
4276/792	Seat pan without cushion	490 mm
4276/793	Seat pan without cushion	530 mm
4276/356	Seat pan without cushion	560 mm
948 / 615*	ErgoSeat seat	400 mm
948 / 788*	ErgoSeat seat	430 mm
948 / 619*	ErgoSeat seat	460 mm
948 / 792*	ErgoSeat seat	490 mm
948 / 793*	ErgoSeat seat	530 mm
948 / 356*	ErgoSeat seat	560 mm
561 / 615	Seat cushion	400 mm
561 / 788	Seat cushion	430 mm
561 / 619	Seat cushion	460 mm
561 / 792	Seat cushion	490 mm
561 / 793	Seat cushion	530 mm
561 / 356	Seat cushion	560 mm

 $^{^{*}}$ ErgoSeat not in conjunction woth back strap CODE 737

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.					
	Erge	oSeat covers				
	COE	DE NAME				
	297	ErgoSeat co	ver, net fabric, RS design	n red/black		
	4980) ErgoSeat co	ver, incontinence, black			
		und Sitzsyste Netti and Ride	me			
_	CODE	NAME	SEAT DEPTH			
	7206/	788* Netti Uno Se	at 400 mm			
	7206/6	619* Netti Uno Se	at 460 mm			
	7206/	792 Netti Uno Se	at 490 mm			
	7206/	793 Netti Uno Se	at 530 mm			
	7203 / 6	615 Netti Sit	400 mm			
	7203 / 3	788 Netti Sit	430 mm			
	7203 / 6	619 Netti Sit	460 mm			
	7203 / 3	792 Netti Sit	490 mm			
	7203 / 3	793 Netti Sit	530 mm			
	7203 / 3	356 Netti Sit	560 mm			
	7400 / 6	615 Ride Forward	d 400 mm			
	7400 / 3	788 Ride Forward	d 430 mm			
	7400 / 6	619 Ride Forward	d 460 mm			
	7400 / 3	792 Ride Forward	d 490 mm			
	7400 / 3	793 Ride Forward	530 mm			
Γ	7401/6	615 Ride Java	400 mm			

Ride Java

Ride Java

Ride Java

Ride Java

430 mm

460 mm

490 mm

530 mm

7401 / 788

7401 / 619

7401 / 792

7401 / 793

^{*} Not in conjunction with seat width 530 mm Note: All Netti and Ride seat cushions only in conjunction with CODE 4276

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

Seat and seating systems

CODE	NAME
961	ERGOSTAR anatomically shaped seating system with mechanically adjustable back
579	RECARO seat unit, Special S with mechanical back
567	RECARO seat unit, Special F with electric back only in conjunction with R-Net control system
580	RECARO seat unit, Special M with mechanical back
578	RECARO seat unit, Special W with electric back only in conjunction with R-Net control system
581	RECARO seat unit, Special L with mechanical back
584	RECARO seat unit, Special X with electric back only in conjunction with R-Net control system

Please observe the front height of the seat cushion: Standard seat cushion +60 mm, ErgoSeat +70 mm, ERGOSTAR +120 mm and RECARO +150 mm Longer delivery time for RECARO seats. Seat depths vary depending on the seat type. Overview and special sizes available on request.

80

Back and back systems

NAME

ME	MEYRA ORIGINAL back*						
	737/287	Standard back strap, black Height: 500 mm, can be modified to 450 mm					
	736/287 Adjustable strap, black, height: 500 mm, can be modified to 450 mm						
	608**	Round tubing, 22 mm, incl. one-piece push bar, prepared for external back systems*					
	949	ErgoSeat back, height: 530 mm, can be modified to 570 mm					
	2019	ErgoSeat Pro comfort back including overlay cushion, textile cover black, height 530 mm, can be modified to 570 mm, only in conjunction with seat width 430 and 480 mm					

^{*}Back height to seat plate

CODE

Accessories for ErgoSeat Pro comfort back

CODE	NAME	DIMENSIONS IN MM (H X W INNER/OUTER X D)					
2032	ErgoSeat Pro chest pelottes, small, pair	230 x 120/60 x 125					
2021	ErgoSeat Pro chest pelottes, large, pair	310 x 125/70 x 140					
CODE	NAME						
Netti and Rid	Netti and Ride quality back						
7201/735*	Netti Uno Back, height 620 mm, can be modified to 670 mm						
7209/735	Netti Smart, height 620 mm, can be modified to 670 mm						
7207/735	Netti Stabil, height 620 mm, can be modified to 670 mm						
7210/735	Netti Super Stabil, height 620 mm, can be mo	dified to 670 mm					
7205/735*	Netti Kyphotic, height 620 mm, can be modified to 670 mm						

^{*}Not in conjunction with seat width 530 mm

Ride Grande

7454

^{**} Not in conjunction with swivel-up armrests CODE 24 and pelottes CODE 957 and 954, CODE 608 not in conjunction with CODE 737, 949, 2019

4983

		t by ticking the relevant boxes rsion: If no other selection is made, the standard version will be delivered.						
09	Back o _l	ptions						
	CODE	NAME						
	814	One-piece push bar						
	2814	One-piece push bar, only in conjunction with RECARO						
	410	Individual push handles including stabiliser bar						
	913	Headrest, imitation leather, black						
	401	Mechanical back adjustment	-10° to 30°	10° ir	ncrements			
	25*	Electric back adjustment	-10° to 50°	infini	itely variable	2		
	589	Four-point belt						
* It is red	commended	to use the headrest, imitation leather black (CODE 913).						
10	Cido o	anala and armenata						
10	-	anels and armrests About the content of the cont						
		serve the marked functional properties!						
	CODE	NAME	1	2	3	4		
	106	Standard side panel with padded armrest and black clothing guard	•	•	•	•		
	4960	Side panel with padded armrest, black clothing guard and slight trough in arm pad	•	•	•	•		
	21	Side panel with padded armrest, black clothing guard and angled arm pad, long	•	•	•	•		
	24	Side panel with padded armrest, swivel up and angle-ad- justable, deviating armrest height = 190 - 230 mm. Only in conjunction with CODE 4859 control module bracket	-	•	-	-		
		IFD liabetic a rod for alabbig a ground in aludio a	Font size 12	mm (ma	x. 2 x 15 cha	aracters):		
	773	LED lighting red for clothing guard including individual engraving .	Font size 18	nm (ma		aracters):		
		Please specify required text:						
		LED lighting blue for clothing guard including		Font size 12 mm (max. 2 x 15 characters):				
	774	individual engraving Please specify required text:	Font size 18	mm (ma	x. 2 x 10 cha	aracters):		
		riease specify required text.						
	Hemip	legia armrest						
	CODE	NAME						
	4982	Hemiplegia forearm rest pivot and height-adjustable for fo mm +/- 20 mm; only in conjunction with CODE 106, 4960, control module						
	4985	Hemiplegia handrest flat						
	4987	Hemiplegia handrest with ergonomic handle "left", only in	conjunction w	ith CODI	E 74			
$\overline{\Box}$	4986	Hemiplegia handrest with ergonomic handle "right", only in conjunction with CODE 60						

Extension for hemiplegia forearm rest, for forearm length to centre of hand 430 mm +/- 20 mm

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

11 Legrests

CODE	NAME	54	798
93	Legrests, detachable and swing-away incl. calf strap red/black	•	•
92	Legrests, swivel-up, detachable and swing-away	-	•
86	Legrests, electrically swivel-up, detachable, swing-away	-	•

12 Footrests

CODE	NAME	DEPTH	LOWER LEG LENGTH	92	93	86
54	One-piece footrest, 60 mm depth-ad- justable (in 4 increments), flip-up, height and angle-adjustable	150 mm	280 - 430 mm	-	•	-
798	Two-piece footrest, flip-up, height and angle-adjustable	150 mm	280 - 430 mm	•	•	-
808	Two-piece footrest, height-adjustable, flip-up and angle-adjustable	150 mm	280 - 430 mm	•	•	•
822	Shoe holder straps (pair)					
823	Heel loops (pair)					

Please note that the lower leg length increases accordingly with the various seating systems: Standard seat cushion +60 mm, ErgoSeat +70 mm, RECARO +150 mm

13 Batteries and chargers

	CODE	NAME	
	5158	Maintenance-free bat- teries	approx. 66 Ah (5h), 80 Ah (20h)
	733	Charger 12A	

14 Lighting

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

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.		
15	Control r	modules and accessories	
	CODE	NAME	
	702 / 415 / 678	Power/adjustment/control module R-Net with LED display	
	702 / 416 / 678	Power/adjustment/control module R-Net with LCD colour display	
	702 / 398 / 678	Power/adjustment/control module R-NET with large 3.5" LCD colour display and IR/Blue-tooth functions, incl. light sensor	
	918	ESP stabilisation module, only in conjunction with R-Net / LCD colour display or in conjunction with OMNI II (CODE 839)	
	839*	OMNI II environmental control for special controls (only in conjunction with R-Net)	
	4615/4597	External adjustment keypad for directly selecting and activating five seat functions, also while driving (only in conjunction with R-Net), assembly on the control module side	
	4615/4599	External adjustment keypad for directly selecting and activating five seat functions, also while driving (only in conjunction with R-Net), assembly on the opposite side to the control module	
* Only	in conj. with COD	E 998 special programming	
	Options j	for control module	
	CODE	NAME	
	74	Mounted right	
	60	Mounted left	
16	Software	2	
$\overline{}$	CODE	NAME	
	985 New	Serial programming (standard)	
	998	Special programming (deviation from standard)	
17	Control n	nodule bracket	
	6005		
	CODE	NAME	
	4859	Control module bracket, length-adjustable	
부	4566	Control module bracket, length and height-adjustable	
<u></u>	4860	Control module bracket, length and height-adjustable, swing-away	
	4874	Protection bracket for control module R-NET, not in conjunction with OMNI II environmental control CODE 839	
		Control module bracket for attendant (control module can be switched from front to back)	

Only in conjunction with one-piece push bar CODE 814

4940

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.		
18	Special	control modules and special controls	
	CODE	NAME	
	4789	Additional control module with priority function for attendant incl. mounting on back tube (only in conjunction with CODE 814)	
	4660	Tabletop with cut-out (central) for control module, mounted to swing away to the right, not in conjunction with CODE 24 side panel	
	4661	Tabletop with cut-out (central) for control module, mounted to swing away to the left, not in conjunction with CODE 24 side panel	
	813	Table control, swivelling Only in conjunction with R-NET control module with LED display CODE 702/415, not in conjunction with CODE 24 side panel	
	543	External on/off switch, green, diameter 63 mm for users unable to use the control module buttons easily or as emergency stop function for attendant. Only in conjunction with R-NET control module with LCD colour display CODE 702/416 or OMNI II environmental control CODE 839	
	596	as for CODE 543, yellow, diameter 63 mm	
	778	as for CODE 543, green, diameter 30 mm	
	779	as for CODE 543, yellow, diameter 30 mm	
	565*	Chin control, electrically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II environmental control CODE 839.	
	810*	Chin control, mechanically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II environmental control CODE 839.	
	4611	MicroPilot zero-displacement joystick, only in conjunction with OMNI II environmental control CODE 839	
	4600	MicroPilot zero-displacement joystick including mount and handrest, only in conjunction with OMNI II environmental control CODE 839	
	4612	MicroGuide displacement joystick, only in conjunction with OMNI II environmental control CODE 839	
* only i	in conjunction	n with CODE 589 four-point belt	
	Special	control modules and special controls	
	4601	MicroGuide displacement joystick including mount and handrest, only in conjunction with OMNI II environmental control CODE 839	

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

Neck band bracket in conjunction with CODE 4611 or 4612

Ш	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.	
	Standard ver	Stoff. If no other selection is made, the standard version will be delivered.
	lovstic	k attachments
_	CODE	NAME
$\underline{\sqcup}$	553	Tetra fork, vertical
Щ	556	Tetra fork, horizontal
Ш	734	Tetra fork, horizontal, adjustable to hand width
	4589	Mushroom grip
	4590	Ball grip
	4591	T-grip
	4593	Stick grip
	4594	Knob
	4595	Softball
	4596	Golf ball, small (d=43 mm)
19	Frame	colours
	CODE	NAME
	207	Black matt incl. RS colouring, red elements
20	Wheeld	thair options
	CODE	NAME
	994	Luggage rack with metal rods
	906	Rear-view mirror right
	927	Rear-view mirror left
	2676	Rear marking tape
	676	Rear marking plate
	4795	Immobiliser, key
	970	Walking aid holder
	833	Retainer strap with buckle
	4646	Therapy table swing-away to the side
	862**	Step climber
$\overline{\Box}$	957	Rigid pelottes (pair)
一	954	Swing-away pelottes (pair)
一	781	USB charger socket
	782*	Universal adapter for mounting mobile phone holders not in conjunction with OMNI II environmental control, CODE 839

^{*} Mobile phone holder not included in delivery
** not in conjunction with CODE 27 scissor lift incl. seat tilt

	_	ticking the relevant boxes n: If no other selection is made, the standard version will be delivered.
21	Services	NAME
	55704*	Customer-specific parameterisation flat rate (not eligible for discount)
		covers only simple adjustment of parameter sets, such as acceleration, speed etc. ting to your order:

Date: Signature: As at: 2022-09-20

USER DETAILS

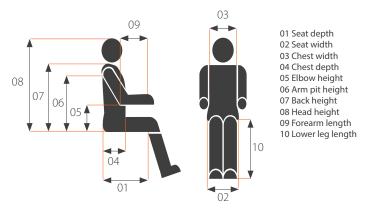
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

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

Date/signature of the specialist retailer

Further information about our privacy policy can be found at $\mathbf{www.meyra.de/datenschutz}$









CODE 772



CODE 948/949/297



CODE 774



CODE 773



CODE 4982/4987



CODE 932



CODE 702/416/678



CODE 839



CODE 702/398/678



CODE 4615



CODE 4860



CODE 781



CODE 782

1. GENERAL - SCOPE OF APPLICATION

- **1.1.** The following trading and delivery terms and conditions (T&C) of the company MEYRA GmbH shall be valid for all contracts concluded with the customers of the company. They shall also apply to all future transactions with the customer, even without a separate new agreement.
- **1.2.** The customer accepts the T&C of MEYRA GmbH as binding for the present contract and also for all future contracts. Terms and conditions of the customer or third parties shall not apply. MEYRA GmbH shall not be bound by such terms and conditions, even if they are not expressly contradicted again in the individual case.
- **1.3.** These conditions shall only apply if the customer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under public law.

2. OFFER, CONCLUSION OF CONTRACT

- **2.1.** MEYRA GmbH offers are subject to alteration and non-binding, unless they are expressly designated as binding.
- **2.2.** MEYRA GmbH can accept orders or commissions of the customer within 14 days of receipt by confirming the offer in writing.
- **2.3.** Confirmation of the offer in writing constitutes conclusion of the contract; this shall also apply to any alterations or additions to the orders.
- **2.4.** We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order. These documents may not be made accessible to third parties without our express written consent. Where we do not accept the customer's offer within the period specified in 2.2, these documents must be returned to us without delay.

3. PRICES

- **3.1.** Prices are calculated exclusively in EURO. All prices are net prices. The respective statutory amount of value added tax shall be paid in addition.
- **3.2.** Unless agreed otherwise in writing, our prices are ex works excluding packaging and shipping. Packaging and shipping costs shall be invoiced separately.
- **3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permissible if more than four months lie between the conclusion of the contract and the agreed delivery date. In the event of wages or material costs increasing thereafter until completion, we shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery.
- **3.4.** For follow-up orders, MEYRA GmbH shall not be bound to the prices from a previous contract.
- **3.5.** If the order value is below 150.00 € net value of goods, a minimum quantity surcharge of 9.50 € including freight shall be charged.

4. DISPATCH, TRANSFER OF RISK

- **4.1.** The place of performance for deliveries is the registered office of MEYRA GmbH, unless expressly agreed otherwise.
- **4.2.** If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods (including partial deliveries) have been handed over to the third party designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the
- **4.3.** In the event of claims due to transport damages or losses being asserted against MEYRA GmbH, the customer must note the damage on the freight documents or, in the event of losses, arrange for this to

- be recorded immediately and notify us of this within one week.
- **4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.
- **4.5.** In the event of delays in handover or dispatch for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for dispatch
- **4.6.** Where the customer specifies no specific instructions, the choice of the transport route and means shall be made by MEYRA GmbH, without guarantee and liability for the cheapest and fastest mode of dispatch.

5. DELIVERY TIME, SCOPE OF DELIVERY

- **5.1.** Prospective delivery periods are to be understood as estimated delivery periods, unless a specific date has been expressly stipulated in writing.
- **5.2.** If the parties have agreed a delivery period, this shall commence on the date the order is confirmed. The delivery period shall be deemed to have been observed if the goods have left the factory or notification of readiness for dispatch has been given by the end of the delivery period.
- **5.3.** Compliance with agreed delivery and performance dates assumes the timely receipt of all documents to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled on time, the deadlines shall be extended accordingly.
- **5.4.** MEYRA GmbH shall not be liable for delays in delivery arising from force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. strike, operational disturbances, delayed delivery by our own suppliers, transport delays, unfavourable weather conditions, etc.) for which it is not responsible. The delivery period shall be extended by the duration of the temporary hindrance to performance for which MEYRA GmbH is not responsible, plus a reasonable period for resumption.
- **5.5.** If the resulting delays exceed a period of six weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of performance concerned.
- **5.6.** MEYRA GmbH shall be entitled to make partial deliveries insofar as the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods is guaranteed and no additional costs arise for the customer as a result

6. PAYMENT

- **6.1.** Invoice amounts must be paid in full to one of the bank accounts specified by us within 30 days of receipt of the invoice. If the invoice is not for a spare part delivery or a repair invoice, the customer shall be entitled to a 2% discount if payment is made within eight days of receipt of the invoice.
- **6.2.** We shall only accept cheques and bills of exchange if this has been expressly agreed beforehand. Acceptance shall be on account of performance. Invoice adjustments for cheques and bills of exchange are subject to redemption. The value shall be credited effective as of the day we have access to the equivalent amount.
- **6.3.** If the customer fails to pay on the due date, the outstanding amounts shall bear interest at 8 % above the respective base interest rate p.a.. We reserve the right to assert higher damages caused by default.
- **6.4.** In the event of the customer being in arrears with a payment, all other claims based on the same legal relationship shall become due for payment immediately without the need for separate notification.
- **6.5.** The customer shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer shall only be authorised to exercise a right of retention insofar as his counterclaim

is based on the same contractual relationship. **6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

7. RETENTION OF TITLE

- **7.1.** The goods delivered by MEYRA GmbH shall remain the property of MEYRA GmbH until complete settlement of all claims against the customer, including future claims.
- **7.2.** The customer may sell the reserved goods in the ordinary course of business. He shall not be entitled to dispose of the goods in any other way, in particular by way of security assignment or pledge. The claims of the customer arising from the resale of the reserved goods (including other claims such as insurance claims or claims arising from unlawful acts in the event of loss or destruction) are hereby assigned to MEYRA GmbH by way of security. MEYRA GmbH accepts the assignment. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations. In the event of the customer being in default of payment, we shall be entitled to revoke the collection authorisation.
- 7.3. If the reserved goods are processed by the customer, it is hereby agreed that the processing shall take place in the name and for the account of MEYRA GmbH as manufacturer and that MEYRA GmbH shall directly acquire ownership or - if the processing takes place from or in connection with materials of several owners or the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the subject of delivery to the value of the newly created item. If MEYRA GmbH loses its property through combination or commingling, or if it should not become the owner of the subject of delivery in the case of processing, the customer shall hereby in advance transfer to MEYRA GmbH a co-ownership share in the uniform item corresponding to the proportional value of the subject of delivery. MEYRA GmbH hereby accepts the offer. The delivery shall be replaced by gratuitous custody. **7.4.** The customer is obliged to inform us immediately
- of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents required to assert our rights. At the same time the customer shall inform the third party of MEYRA GmbH's right of ownership without being called upon to do so. Any costs arising in this connection shall be borne by the customer.

 7.5. MEYRA GmbH undertakes to release the securities to which it is entitled at the customer's request insofar
- as they exceed the value of the claims to be secured by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH. **7.6.** In the event of an insolvency petition concerning the customer, we hereby prohibit the resale or
- processing of our reserved goods and revoke our authorisation to collect the claims assigned to us.

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

8. GUARANTEE / LIABILITY

- **8.1.** The customer shall inspect the delivered goods immediately upon delivery. Insofar as obvious defects are concerned or defects that would have been found in the course of a thorough inspection, the customer must notify us of complaints in writing within one week of receipt of the delivery. After expiry of this period, any liability for these defects shall be excluded. Guarantee claims for concealed defects shall only exist if they are notified to us in writing within one week of being detected.
- **8.2.** In cases of defective delivery, we shall have the right, at our discretion, to repair the defective item or to replace it with a new delivery free of defect. The customer is obliged to make the defective item available to us free of charge for inspection and rec-

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

- **8.3.** The guarantee shall lapse if the customer changes the subject of delivery or has it changed by third parties without our consent and the removal of the defect is thereby rendered impossible or unreasonably difficult. The customer shall, however, in any case bear the additional costs of remedying the defect incurred as a result of the change.
- **8.4.** Any guarantee which we may assume towards the first user of the rehabilitation equipment shall not be affected by the above provisions.
- **8.5.** Excluded from the warranty is the function-related wear of all articles, assemblies, batteries and spare parts supplied by us, as well as the inappropriate or improper storage, use or handling of the goods.
- **8.6.** Further claims of the customer, in particular for damages instead of performance and for compensation of any other direct or indirect damage - including accompanying or consequential damage, irrespective of the legal basis - are excluded. This shall not apply if MEYRA GmbH has fraudulently concealed a legal or material defect or if the damage is based on intent or gross negligence of MEYRA GmbH, its legal representatives or vicarious agents or a negligent violation of essential contractual obligations exists. Essential contractual obligations are such obligations of which the fulfilment is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. In the case of damage to property and financial losses caused by slight negligence, however, the liability of MEYRA GmbH to pay compensation is limited in amount to foreseeable damage typical for this type of contract. Furthermore, physical injury and/or damage to health caused by a culpable breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.
- **8.7.** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

9. LIMITATION

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

9.1. REPLACEMENT DEVICE SERVICE

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

- Replacement devices are refurbished and technically in order
- The defective device must be returned to MEYRA $\ensuremath{\mathsf{GmbH}}$
- free of charge within 15 working days. The returned device shall become our property.
- If the device is not returned, we shall charge 95% of the new retail price for the replacement device
- delivered.
- The returned device must correspond to the type and design of the delivered replacement device. Moreover the device must be reusable and may only show signs of wear

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

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

10. PRODUCT SAFETY 10.1.PRODUCT RECALL

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

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

11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS

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

12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES

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

12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

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