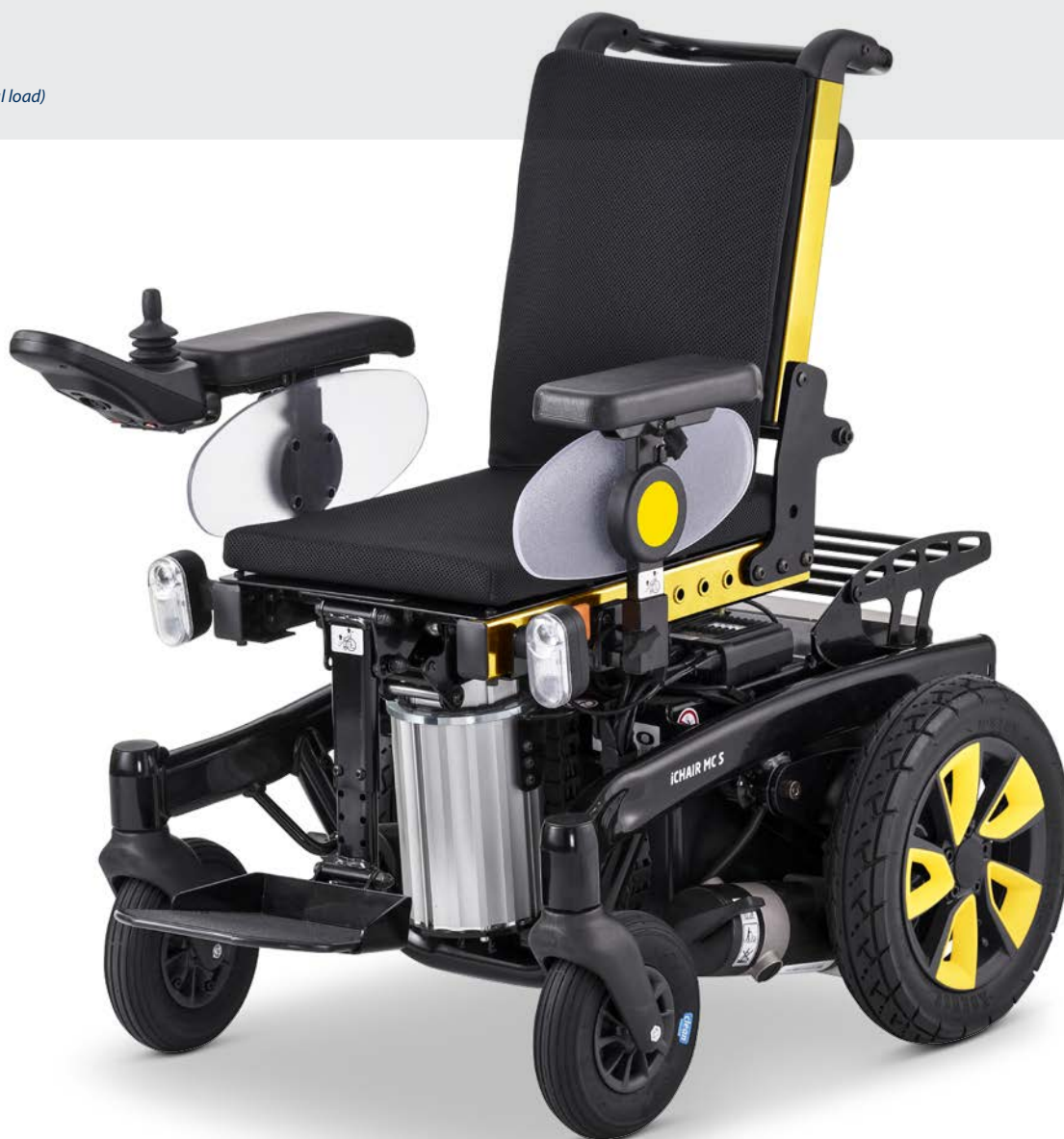


# iCHAIR MC S

1.616



Permissible  
user weight 75 kg (incl. additional load)





Central legrest,  
90° knee angle



200 mm seat lift, tilt



Long-life LED lighting



Side panel transparent

## Small size, big performance

### **EFFICIENCY**

- Easy maintenance and a high level of serviceability guarantee efficiency
- Little need for repair due to the use of high-quality and durable components
- Modular design of the iCHAIR family enables compatibility of components
- Numerous adjustment options

allow individual adaptation

### **THERAPEUTIC BENEFIT**

- Effective pressure relief and relaxed positioning for long sitting periods thanks to large electrical adjustment ranges
- Adjustable back and preparation for external seating systems according to individual needs
- The central legrest enables a 90° knee angle.
- Effective pressure relief due to electric seat angle adjustment by 22° and by 30° in conjunction with seat elevation

### **USE**

- The proven mc2 for indoor and outdoor use with junior seat and junior options
- Outdoors: Good rear-wheel suspension
- Indoors: compact chassis with integrated anti-tip wheels facilitates use in confined spaces
- Seat elevation 200 mm optional

ORDER

COST ESTIMATE

CUSTOM DESIGN

**Please fax the completed order form to: +49 5733 922 9311 Customer service: +49 5733 922 311**

Billing address / Customer ref. no.:

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Delivery address:

---

Consignment / Comments:

**MEYRA®**



 **Permissible user weight**  
75 kg (incl. additional load)

## iCHAIR MC S 1.616

All prices subject to VAT at the prevailing rate! Valid from 01.01.2020 – 31.12.2020.  
Our Terms and Conditions as stated at [www.meyra.de/AGB](http://www.meyra.de/AGB) shall apply.

### Specifications

Seat width	300 - 440
Seat depth	300 - 400
Back height <sup>2)</sup>	390 / 440
Lower leg length <sup>1)</sup>	250 - 350
Armrest height <sup>1)</sup>	180 - 250
Seat height front <sup>1)</sup>	420 - 470
Length with footrests	970
Length without footrests	790
Width, ready to move	590

Height without headrest <sup>2)</sup>	890 - 925
Transport dimensions length	790
Transport height min.	610
Wheel size, front	190 x 50 (8")
Wheel size, front	225 x 70 (9")
Wheel size, rear	320 x 60 (12.5")
Max. obstacle height	60
Turning radius	840

<sup>1)</sup> measured with 4° seat tilt (without seat cushion)  
<sup>2)</sup> with adjustable back

Please select by ticking the relevant boxes

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

## Specifications

### WEIGHTS IN KG

Min. transport weight empty basic version <sup>3)</sup>	89
User weight max.	75
Permissible total weight incl. options	200
Max. additional load	10

<sup>3)</sup> without legrests and armrests

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

### PROPERTIES

Speed	6 / 10
Motor power W	2 x 180 / 2 x 300
Permitted uphill / downhill gradient	15 %
Steering type	Indirect
Seat tilt, electric	0° to 22°
Seat tilt, electric, in conjunction with seat lift	0° to 30°
Seat tilt, mechanical	0° to 10°
Back angle, electric	-5° to 35°
Back angle, mechanical	-10° to 30°
Seat lift, electric	200
Max. range in km with 38 Ah (5 h), 45 Ah (20h) battery	28
Max. range in km with 63 Ah (5 h), 73 Ah (20h) battery	40

## 00 Chassis / Motor

CODE	DESCRIPTION		
	Speed	Motor power	Range
<input type="checkbox"/> 115	6 km/h	2 x 180W	max. 40 km
<input type="checkbox"/> 117	10 km/h	2 x 300 W	max. 35 km

### Chassis options

<input type="checkbox"/> 875	Suspension up to 75 kg
------------------------------	------------------------

## 01 Seat width (SW)

CODE	DESCRIPTION
<input type="checkbox"/> 30	SW 300 mm Seat width infinitely variable from 300 to 360 mm via armrests, seat surface width 300 mm
<input type="checkbox"/> 34	SW 340 mm Seat width infinitely variable from 340 to 400 mm via armrests, seat surface width 340 mm
<input type="checkbox"/> 38	SW 380 mm Seat width infinitely variable from 380 to 440 mm via armrests, seat surface width 380 mm

Caution: With back shell, SW, SD, BH are determined via CAT 08

## 02 Seat depth (SD)

See seating system.

Please select by ticking the relevant boxes

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

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

\*FSH measured at 4° seat tilt

CODE	DESCRIPTION Ø X W	Ø INCH / MM	FRONT SEAT HEIGHT FSH IN MM*		
<input type="checkbox"/> 157	Tyres with aluminium rim	8" 200	<input type="checkbox"/> 420	<input type="checkbox"/> 440 - 640*	<input type="checkbox"/> 455
<input type="checkbox"/> 163	Tyres with aluminium rim	9" 230	<input type="checkbox"/> 435	<input type="checkbox"/> 450-650*	<input type="checkbox"/> 470

Please observe the height of the seat cushion.

\* Seat height only in conjunction with electric seat lift, CODE 27

#### Castor wheel options

CODE	DESCRIPTION
<input type="checkbox"/> 146	Puncture-resistant pneumatic tyres
<input type="checkbox"/> 900	Puncture-proof tyres
<input type="checkbox"/> 816	Fender for castor wheels, only in conjunction with CODE 163 9"

### 04 Drive wheels

CODE	DESCRIPTION
<input type="checkbox"/> 815	12" drive wheels with aluminium rims

#### Drive wheel options

CODE	DESCRIPTION
<input type="checkbox"/> 846	Puncture-resistant pneumatic tyres
<input type="checkbox"/> 904	Puncture-proof tyres
<input type="checkbox"/> 824	Fender for drive wheels

### 05 Tyre colour

CODE	DESCRIPTION
<input type="checkbox"/> 908	Black (abrasion-resistant), rim in carbon look
<input type="checkbox"/> 909	Grey, rim in carbon look

Note: Tyres consist of a rubber compound which may leave permanent marks or be hard to remove from some surfaces (e.g. plastic, wooden or parquet flooring, rugs and carpets). We cannot accept liability for any abrasion damage to flooring.

### 06 Seat tilt / Seat lift

CODE	DESCRIPTION	SEAT TILT	LIFT
<input type="checkbox"/> 119	Mechanical seat tilt, in stages	0° to 10°	
<input type="checkbox"/> 118	Electric seat tilt, infinitely variable by 22°	0° to 22°	
<input type="checkbox"/> 27	Electric seat lift incl. tilt	0° to 30°	200 mm

Please select by ticking the relevant boxes

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

## 07 Seat

CODE	DESCRIPTION	SEAT DEPTH	COVER SEAT CUSHION
<input type="checkbox"/> 390/560	Seat pan with cushion 30 mm	300 mm	Net fabric, breathable, black
<input type="checkbox"/> 393/560	Seat pan with cushion 30 mm	330 mm	Net fabric, breathable, black
<input type="checkbox"/> 367/560	Seat pan with cushion 30 mm	370 mm	Net fabric, breathable, black
<input type="checkbox"/> 615/560	Seat pan with cushion 30 mm	400 mm	Net fabric, breathable, black

## 08 Back/Options

CODE	DESCRIPTION	BACK HEIGHT	COVER PADDING
<input type="checkbox"/> 444/736	Adjustable strap black	440 mm	Net fabric, breathable, black
<input type="checkbox"/> 439/736	Adjustable strap black	390 mm	Net fabric, breathable, black
<input type="checkbox"/> 2032	ErgoSeat Pro chest pelottes, pair, small Dimensions: 230 x 120/60 x 125 mm (H x W inner/outer x D)		
<input type="checkbox"/> 444/608	Back frame for ext. systems	440 mm	
<input type="checkbox"/> 439/608	Back frame for ext. systems	390 mm	

CODE	DESCRIPTION
<input type="checkbox"/> 913	Headrest, imitation leather, black

## 09 Back/Push handles

CODE	DESCRIPTION
<input type="checkbox"/> 814	One-piece push bar
<input type="checkbox"/> 410	Individual push handles including stabiliser bar

## 10 Back Adjustment

CODE	DESCRIPTION		
<input type="checkbox"/> 401	Mechanical back angle adjustment	-10° to 30°	10° increments
<input type="checkbox"/> 25	Electric back angle adjustment	0° to 30°	infinitely variable

Please select by ticking the relevant boxes

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

## 11 Side panels and armrests

CODE	DESCRIPTION	WIDTH ADJUSTMENT: SW + 40 MM
<input type="checkbox"/> 106	Standard side panel with padded armrest, detachable	Clothing guard matching frame colour

## 12 Legrests

CODE	DESCRIPTION
<input type="checkbox"/> 93	Legrests, detachable and swing-away
<input type="checkbox"/> 5100	Central legrest with one-piece footplate, no additional footrests, category 13, to be selected

## 13 footrests

CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH
<input type="checkbox"/> 808	Two-piece footrest, height-adjustable, flip-up, angle-adjustable only in conjunction with CODE 93	150 mm	280 - 430 mm
<input type="checkbox"/> 54	One-piece footrest, height and angle-adjustable, 60mm depth-adjustable (in 4 stages), flip-up, only in conjunction with CODE 93	150 mm	280 - 430 mm
<input type="checkbox"/> 822*	Shoe holder straps (pair)		
<input type="checkbox"/> 823*	Heel loops (pair)		

\*only in conjunction with Code 54 and 808

## 14 Batteries and chargers

CODE	DESCRIPTION		RANGE 6 KM/H	RANGE 10 KM/H
<input type="checkbox"/> 5159	Maintenance-free batteries	approx. 43 Ah (5h), 50 Ah (20h)	30 km	25 km
<input type="checkbox"/> 5158	Maintenance-free batteries	approx. 63 Ah (5h), 73 Ah (20h)	40 km	35 km
<input type="checkbox"/> 732	Charger 8 A	for 50 Ah (20 h)		
<input type="checkbox"/> 733	Charger 12 A	for 73 Ah (20 h)		

Please select by ticking the relevant boxes

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

## 15 Lighting

CODE DESCRIPTION

<input type="checkbox"/>	932	Active LED lighting at front and rear in accordance with road traffic licensing regulations (StVZO)
<input type="checkbox"/>	703	Without light

## 16 Control modules and accessories

CODE DESCRIPTION CONTROL

<input type="checkbox"/>	408	Power/control module VR2	none*
<input type="checkbox"/>	682	Adjustment module VR2 for electr. seat tilt and electr. back adjustment	2 actuators
<input type="checkbox"/>	702/415/678	Power/adjustment/control module R-NET with LED display	6 actuators
<input type="checkbox"/>	702/416/678	Power/adjustment/control module R-NET with LCD colour display	6 actuators
<input type="checkbox"/>	702/398/678	Power/adjustment/control module R-NET with large 3.5" LCD colour display and IR/Bluetooth functions, incl. light sensor	6 actuators
<input type="checkbox"/>	839	OMNI II environmental control for special controls (only in conjunction with R-Net)	
<input type="checkbox"/>	918	ESP stabilisation module, only in conjunction with R-Net / LCD colour display	
<input type="checkbox"/>	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	
<input type="checkbox"/>	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	

\*Control of 2 actuators in conjunction with adjustment module CODE 682; software for programming VR2 and R-NET on request

### Options for control module

CODE DESCRIPTION

<input type="checkbox"/>	74	Mounted right
<input type="checkbox"/>	60	Mounted left

\*Control of 2 actuators

## 17 Control module bracket

CODE DESCRIPTION

<input type="checkbox"/>	4859	Control module bracket, length-adjustable
<input type="checkbox"/>	4566	Control module bracket, length and height-adjustable
<input type="checkbox"/>	4860	Control module bracket, length and height-adjustable, swing-away to the side
<input type="checkbox"/>	4874	Protection bracket for control module VR2 and R-Net, not in conjunction with OMNI II environmental control CODE 839
<input type="checkbox"/>	851	Control module bracket for attendant Control module can be switched from front to back (only in conjunction with one-piece push bar, CODE 814)



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	DESCRIPTION
<input type="checkbox"/> 4789	Additional control module with priority function for attendant incl. mounting on back tube (only in conjunction with CODE 814)
<input type="checkbox"/> 4660	Tabletop with cut-out (central) for control module, mounted to swing away to the right, not in conjunction with Code 24 side panel
<input type="checkbox"/> 4661	Tabletop with cut-out (central) for control module, mounted to swing away to the left, not in conjunction with Code 24 side panel
<input type="checkbox"/> 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
<input type="checkbox"/> 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
<input type="checkbox"/> 596	as for CODE 543, yellow, diameter 63 mm
<input type="checkbox"/> 778	as for CODE 543, green, diameter 30 mm
<input type="checkbox"/> 779	as for CODE 543, yellow, diameter 30 mm
<input type="checkbox"/> 565	Chin control, electrically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II CODE 839. (Custom design delivery with longer delivery time)
<input type="checkbox"/> 810	Chin control, mechanically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II CODE 839. (Custom design delivery with longer delivery time)
<input type="checkbox"/> 794	Bluetooth PC mouse module
<input type="checkbox"/> 4611	MicroPilot zero-displacement joystick, only in conjunction with OMNI II, CODE 839
<input type="checkbox"/> 4600	MicroPilot zero-displacement joystick including mount and handrest, only in conjunction with OMNI II, CODE 839
<input type="checkbox"/> 4612	MicroGuide displacement joystick, only in conjunction with OMNI II, CODE 839
<input type="checkbox"/> 4601	MicroGuide displacement joystick including mount and handrest, only in conjunction with OMNI II, CODE 839
<input type="checkbox"/> 4940	Neck band bracket in conjunction with CODE 4611 or 4612
<input type="checkbox"/> 4613	TouchDrive module only in conjunction with R-Net, CODE 702 and OMNI II, CODE839

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

Please select by ticking the relevant boxes

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

### Joystick attachments

CODE	DESCRIPTION
<input type="checkbox"/> 553	Tetra fork, vertical
<input type="checkbox"/> 556	Tetra fork, horizontal
<input type="checkbox"/> 734	Tetra fork, horizontal, adjustable to hand width
<input type="checkbox"/> 4589	Mushroom grip
<input type="checkbox"/> 4590	Ball grip
<input type="checkbox"/> 4591	T-grip
<input type="checkbox"/> 4593	Stick grip
<input type="checkbox"/> 4594	Knob
<input type="checkbox"/> 4595	Softball

### 19 Frame colours (standard colour matt black)

CODE	DESCRIPTION
<input type="checkbox"/> 5220	Custom frame colour

### Accent colours

CODE	SEAT/BACK TUBES/ACCENT SIDE PANEL/TWO-PIECE LEGREST/RIM INSERTS
<input type="checkbox"/> 207	matt black structure (without rim inserts)
<input type="checkbox"/> 212	polar white
<input type="checkbox"/> 186	magic blue
<input type="checkbox"/> 227	red metallic
<input type="checkbox"/> 180	lemon reflex
<input type="checkbox"/> 214	sun yellow

Other colours possible on request at a surcharge, see colour chart in catalogue.  
Rim inserts possible with 9/10/12/14" wheels.

Please select by ticking the relevant boxes

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

## 20 Accessories

CODE	DESCRIPTION
<input type="checkbox"/> 994	Luggage rack with metal rods
<input type="checkbox"/> 906	Rear-view mirror right
<input type="checkbox"/> 927	Rear-view mirror left
<input type="checkbox"/> 676	Rear marking plate
<input type="checkbox"/> 4795	Immobiliser, key only in conjunction with R-Net
<input type="checkbox"/> 833	Retainer strap with buckle
<input type="checkbox"/> 4646	Therapy table swing-away to the side
<input type="checkbox"/> 781	USB charger socket
<input type="checkbox"/> 782*	Universal adapter for mounting mobile phone brackets, not in conjunction with OMNI II environmental control CODE 839

\* Mobile phone bracket not included

## 21 Services

CODE	DESCRIPTION
<input type="checkbox"/> 55704*	On-the-spot services adjustment MY product specialists (not eligible for discounts)

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

Date:

Signature:

### USER DETAILS

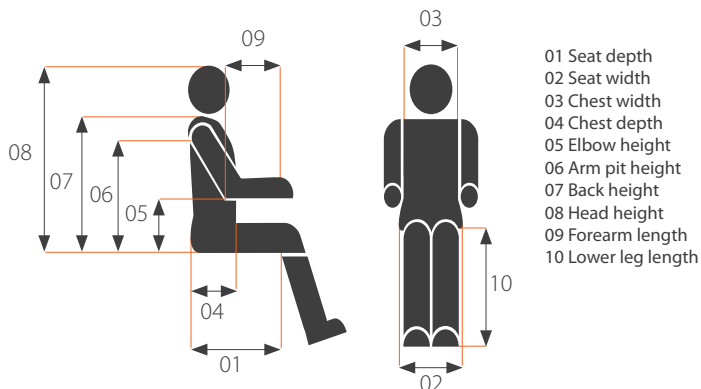
First name*:	<input type="text"/>
Last name*:	<input type="text"/>
House no./street:	<input type="text"/>
Postcode:	<input type="text"/>
Town/City*:	<input type="text"/>
Country:	<input type="text"/>
Date of birth*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>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

Please note that fields marked \* are mandatory!

### BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

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



All seat dimensions are always measured without seat cushion!

I hereby confirm that all details are complete and correct.  
 I consent to the information/data I provide and the pictures/videos taken of me being passed on to MEYRA GmbH (Meyra-Ring 2, D-32689 Kalletal) and specialist retailer 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



03  
CODE 163



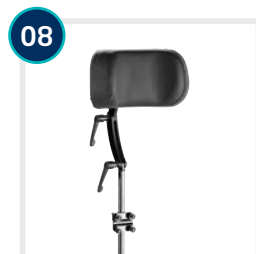
06  
CODE 118



06  
CODE 27



08  
CODE 736



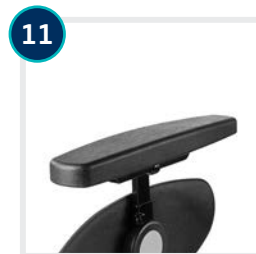
08  
CODE 913



08  
CODE 2032



10  
CODE 25



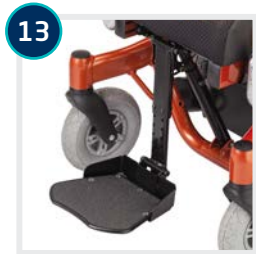
11  
CODE 106



12  
CODE 93



13  
CODE 93/808



13  
CODE 5100



15  
CODE 932



16  
CODE 408



16  
CODE 702/415



16  
CODE 702/416



16  
CODE 839



16  
CODE 702/398/678



16  
CODE 4615



16  
CODE 408/4860



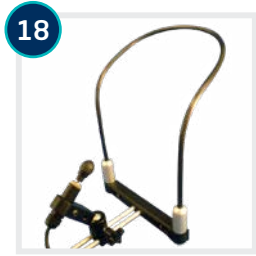
17  
CODE 702/408/4860



18  
CODE 4789



18  
CODE 4660



18  
CODE 4940



18  
CODE 553



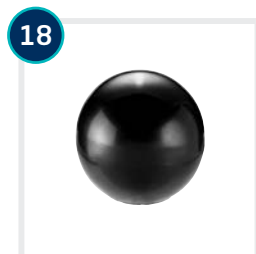
18  
CODE 556



CODE 734



CODE 4589



CODE 4590



CODE 4591



CODE 4593



CODE 4594



CODE 4595



CODE 994



CODE 833



CODE 4646



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 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 % p.a. above the respective base interest rate. We reserve the right to assert higher damages caused by default.

**6.4.** In the event of the customer being in arrears with a payment, all other claims based on the same legal relationship shall become due for payment immediately without the need for separate notification.

**6.5.** The customer shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer shall only be authorised to exercise a right of retention insofar as his counterclaim

is based on the same contractual relationship.

**6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

## 7. RETENTION OF TITLE

**7.1.** The goods delivered by MEYRA GmbH shall remain the property of MEYRA GmbH until complete settlement of all claims against the customer, including future claims.

**7.2.** The customer may sell the reserved goods in the ordinary course of business. He shall not be entitled to dispose of the goods in any other way, in particular by way of security assignment or pledge. The claims of the customer arising from the resale of the reserved goods (including other claims such as insurance claims or claims arising from unlawful acts in the event of loss or destruction) are hereby assigned to MEYRA GmbH by way of security. MEYRA GmbH accepts the assignment. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations. In the event of the customer being in default of payment, we shall be entitled to revoke the collection authorisation.

**7.3.** If the reserved goods are processed by the customer, it is hereby agreed that the processing shall take place in the name and for the account of MEYRA GmbH as manufacturer and that MEYRA GmbH shall directly acquire ownership or - if the processing takes place from or in connection with materials of several owners or the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the subject of delivery to the value of the newly created item. If MEYRA GmbH loses its property through combination or commingling, or if it should not become the owner of the subject of delivery in the case of processing, the customer shall hereby in advance transfer to MEYRA GmbH a co-ownership share in the uniform item corresponding to the proportional value of the subject of delivery. MEYRA GmbH hereby accepts the offer. The delivery shall be replaced by gratuitous custody.

**7.4.** The customer is obliged to inform us immediately of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents required to assert our rights. At the same time the customer shall inform the third party of MEYRA GmbH's right of ownership without being called upon to do so. Any costs arising in this connection shall be borne by the customer.

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

**7.6.** In the event of an insolvency petition concerning the customer, we hereby prohibit the resale or processing of our reserved goods and revoke our authorisation to collect the claims assigned to us.

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

## 8. GUARANTEE / LIABILITY

**8.1.** The customer shall inspect the delivered goods immediately upon delivery. Insofar as obvious defects are concerned or defects that would have been found in the course of a thorough inspection, the customer must notify us of complaints in writing within one week of receipt of the delivery. After expiry of this period, any liability for these defects shall be excluded. Guarantee claims for concealed defects shall only exist if they are notified to us in writing within one week of being detected.

**8.2.** In cases of defective delivery, we shall have the right, at our discretion, to repair the defective item or to replace it with a new delivery free of defect. The customer is obliged to make the defective item available to us free of charge for inspection and rec-



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

**8.3.** The guarantee shall lapse if the customer changes the subject of delivery or has it changed by third parties without our consent and the removal of the defect is thereby rendered impossible or unreasonably difficult. The customer shall, however, in any case bear the additional costs of remedying the defect incurred as a result of the change.

**8.4.** Any guarantee which we may assume towards the first user of the rehabilitation equipment shall not be affected by the above provisions.

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

**8.6.** Further claims of the customer, in particular for damages instead of performance and for compensation of any other direct or indirect damage - including accompanying or consequential damage, irrespective of the legal basis - are excluded. This shall not apply if MEYRA GmbH has fraudulently concealed a legal or material defect or if the damage is based on intent or gross negligence of MEYRA GmbH, its legal representatives or vicarious agents or a negligent violation of essential contractual obligations exists. Essential contractual obligations are such obligations of which the fulfilment is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. In the case of damage to property and financial losses caused by slight negligence, however, the liability of MEYRA GmbH to pay compensation is limited in amount to foreseeable damage typical for this type of contract. Furthermore, physical injury and/or damage to health caused by a culpable breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.

**8.7.** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

## **9. LIMITATION**

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

### **9.1. REPLACEMENT DEVICE SERVICE**

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

- Replacement devices are refurbished and technically in order.

- The defective device must be returned to MEYRA GmbH

free of charge within 15 working days.

The returned device shall become our property.

- If the device is not returned, we shall charge 95% of the new retail price for the replacement device delivered.

- The returned device must correspond to the type and design of the delivered replacement device.

Moreover the device must be reusable

and may only show signs of wear appropriate to normal use.

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

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 EUR 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 EUR 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 products 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.