

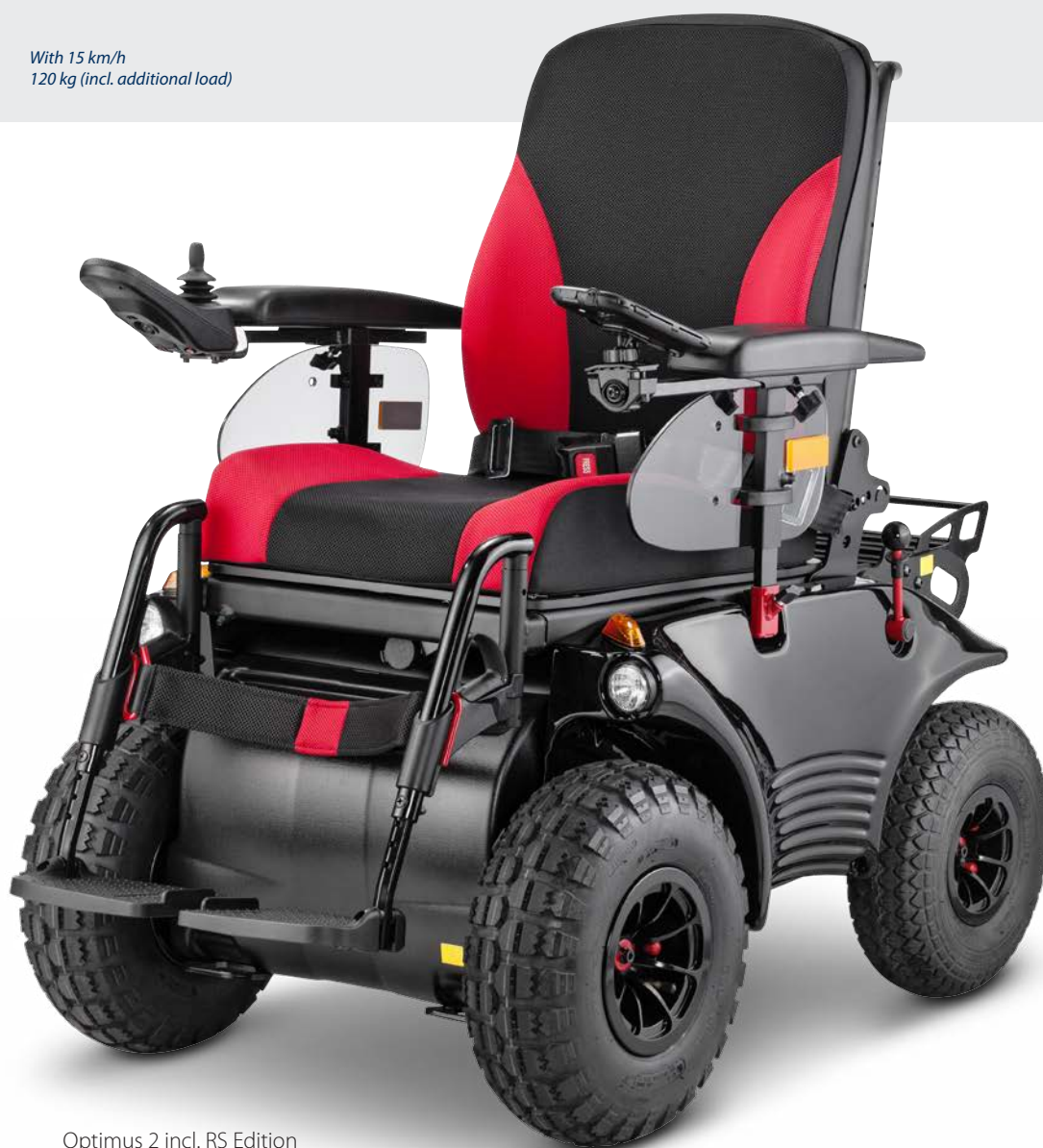
# OPTIMUS 2

2.322



Permissible user weight  
150 kg (incl. additional load)

With 15 km/h  
120 kg (incl. additional load)



Optimus 2 incl. RS Edition  
(CODE 2201)



Aluminium rims



Excellent traction and off-road capability



Comfortable operation



Optimal sitting comfort – optimal adaptability

## Outstanding strength – super power

### EFFICIENCY

- Long service life due to top-quality materials and precision tubular steel frame for utmost resilience (user weight up to 150 kg incl. additional load), with 15 km/h 120 kg incl. additional load)
- Easy subsequent adaptation of driving characteristics, add-on options, special controls and seat units
- Standard R-NET electronics enable simple operation and optimum programming
- Extensive network of specialist retailers ensures a secure supply of spare parts over the longer term
- Little need for repair

### THERAPEUTIC BENEFIT

- Very good safety concept for the components, e.g. halogen headlights and standard drum brake
- Choice between various seat units for optimum support
- Also for more complex fittings, for example with electric seat and back angle adjustment
- Individually programmable properties enable tailored adaptation to the user's handling of the wheelchair both indoors and out
- Wide range of special operating units possible

### USE

- For permanent, all-day use in daily living, primarily outdoors
- For people using a manual wheelchair or walking aid indoors who require more support outdoors
- Direct steering provides for safety and reliability while driving outdoors
- Ideal for rough terrain due to independent suspension and high climbing ability
- Optimal driving characteristics and, if necessary, the use of large batteries enable longer distances to be covered
- Small turning radius for indoor use

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:

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Consignment / Comments:

**MEYRA®**



Optimus 2 incl. RS Edition  
(CODE 2201)

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

**With 15 km/h**  
120 kg (incl. additional load)

## OPTIMUS 2 2.322

All prices subject to VAT at the prevailing rate! Valid from 01.01.2021 – 31.12.2021.  
Our Terms and Conditions as stated at [www.meyra.de/AGB](http://www.meyra.de/AGB) shall apply.  
Further product information available at [www.meyra.de](http://www.meyra.de).  
Visit [www.meyra.de/measuring](http://www.meyra.de/measuring) for guidance on measuring.

### Specifications

Seat width <sup>2)</sup>	380 - 560
Seat depth <sup>1)</sup>	500 / 420 - 530 / 480 - 530 *
Back height (without cushion) <sup>1)</sup>	640 / 550 / 640
Lower leg length <sup>1)</sup>	380 - 520 / 410 - 550 / 420 - 560
Armrest height <sup>1)</sup>	190 - 250 / 220 - 280 / 230 - 290
Seat height front	610 / 580 / 650
Length with legrests	1,160
Length without legrests	1,030

Width	680
Height without headrest <sup>1)</sup>	1,170 / 1,050 / 1,130
Transport length <sup>1)</sup>	1,340 / 1,160 / 1,260
Transport height min. <sup>1)</sup>	720 / 760 / 800
Wheel size, front	360 x 120
Wheel size, rear	320 x 100
Max. obstacle height	110
Turning radius	1,200
Range with battery 107 Ah (20 h)	50 - 70 km

Please select by ticking the relevant boxes

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

## Specifications

### WEIGHT IN KG

Min. transport weight empty basic version <sup>6)</sup>	150
User weight max. <sup>5)</sup>	150 / 150 / 120
Permissible total weight incl. options <sup>5)</sup>	330 / 330 / 300
Max. additional load	10

Dimensions in mm, weights in kg, wheels in inches, speeds in km/h,  
Dimension tolerance ± 10 mm  
Data subject to design changes.

### PROPERTIES

Speeds km/h	6 / 10 / 15
Motor power W <sup>5)</sup>	950
Permitted uphill / downhill gradient	18 %
Steering type	Direct
Seat tilt, electric <sup>1)</sup>	7-22° / 5-20° / 20-35°
Seat tilt, mechanical <sup>1)</sup>	7-15° / 5-13° / 20-28°
Back angle, electric	-10° to 50°
Back angle, mechanical	0° to 30°

<sup>1)</sup> Seating systems ERGOSTAR / ErgoSeat / RECARO

<sup>2)</sup> See category 01

<sup>3)</sup> Under test conditions with battery 107 Ah (20h)

<sup>4)</sup> For range see also category 00

<sup>5)</sup> With 6, 10 or 15 km/h version

<sup>6)</sup> Without legrests and armrests. With 107 Ah (20h) battery

\* depending on version

## 00 Chassis/Motor

CODE	DESCRIPTION	Motor power	Range
<input type="checkbox"/> 115	Speed 6 km/h	950 W	approx. 70 km
<input type="checkbox"/> 117*	10 km/h	950 W	approx. 60 km
<input type="checkbox"/> 150*/**	15 km/h, factory default setting throttled to 12 km/h (can be changed subsequently)	950 W	approx. 50 km

\*Only in conjunction with 676 rear marking plate or 2676 rear marking tape.

\*\* Only in conjunction with CODE 833 lap belt with belt buckle.

## 01 Seat width (SW)

CODE	DESCRIPTION	
<input type="checkbox"/> 43	<input type="checkbox"/> In conjunction with ErgoSeat seating system CODE 948/949 and side panel CODE 106	Seat width infinitely variable from 380 to 500 mm via armrests (seat surface width 430 mm)
	<input type="checkbox"/> in conjunction with ERGOSTAR seating system CODE 961 and side panel CODE 24	Seat width 500 mm
	<input type="checkbox"/> in conjunction with RECARO	Seat width 490 - 560 mm via side panels
<input type="checkbox"/> 48	In conjunction with ErgoSeat seating system CODE 948/949 and side panel CODE 106	Seat width infinitely variable from 480 to 530 mm via armrests (seat surface width 480 mm)

Please select by ticking the relevant boxes

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

## 02 Seat and seating systems

CODE	DESCRIPTION	SEAT DEPTH
<input type="checkbox"/> 961*	ERGOSTAR anatomically shaped seating system with mechanically adjustable back, water-repellent	500 mm
<input type="checkbox"/> 948	ErgoSeat seat cushion incl. seat pan	420 - 530 mm; factory default setting 530 mm
<input type="checkbox"/> 593	Without seat pan, prepared for external seating systems	
<input type="checkbox"/> 4276	Seat pan, without seat cushion	
<input type="checkbox"/> 579	RECARO Special S (seat width 490 mm) (short seat surface + low lateral guidance) with manual back adjustment incl. headrest	465 mm
<input type="checkbox"/> 567	RECARO Special F with electric back adjustment incl. headrest (seat width 490 mm)	465 mm
<input type="checkbox"/> 580	RECARO Special M (seat width 520 mm) (long seat surface + low lateral guidance) with manual back adjustment incl. headrest	460 - 510 mm, factory default setting 480 mm**
<input type="checkbox"/> 578	RECARO Special W with electric back adjustment incl. headrest (seat width 520 mm)	460 - 510 mm, factory default setting 480 mm**
<input type="checkbox"/> 581	RECARO Special L (seat width 520 mm) (long seat surface + pronounced lateral guidance) with manual back adjustment incl. headrest	460 - 510 mm, factory default setting 480 mm**
<input type="checkbox"/> 584	RECARO Special X with electric back adjustment incl. headrest (seat width 520 mm)	460 - 510 mm, factory default setting 480 mm**

\* Not in conjunction with "Code 297 - COVER DESIGN RS BLACK/RED"

\*\*\* depending on version

## 03 Back systems and adjustments

CODE	DESCRIPTION	ADJUSTMENT RANGE	
<input type="checkbox"/> 949	ErgoSeat back shell incl. pushbar and padding		
<input type="checkbox"/> 4268	ErgoSeat back shell incl. pushbar, without padding		
<input type="checkbox"/> 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		
<input type="checkbox"/> 401	Mechanical back adjustment, only in conjunction with ErgoSeat back CODE 949, 4268 or 2019	0° to 30°	10° increments
<input type="checkbox"/> 25	Electric back adjustment, only in conjunction with ErgoSeat back CODE 949, 4268 or 2019	-10° to 50°	infinitely variable
<input type="checkbox"/> 913	Detachable headrest, only in conjunction with ERGOSTAR CODE 961 or ErgoSeat back CODE 949, 4268 or 2019		
<input type="checkbox"/> 814	Transverse pushbar for RECARO seating system. Note: ErgoSeat has a pushbar as standard		

Please select by ticking the relevant boxes

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

### Options for ErgoSeat Pro comfort back

CODE	DESCRIPTION	DIMENSIONS
<input type="checkbox"/> 2032	ErgoSeat Pro chest pelottes, small, pair	230 x 120/60 x 125 mm
<input type="checkbox"/> 2021	ErgoSeat Pro chest pelottes, large, pair	310 x 125/70 x 140 mm

### 04 ErgoSeat covers

CODE	DESCRIPTION
<input type="checkbox"/> 237	ErgoSeat cover, textile, black
<input type="checkbox"/> 4980	ErgoSeat cover, water-repellent, black

### RECARO covers

CODE	DESCRIPTION
<input type="checkbox"/> 235	RECARO cover, textile, black
<input type="checkbox"/> 3254	RECARO cover, imitation leather, black

### 05 Seat tilt

CODE	DESCRIPTION	SEAT TILT
<input type="checkbox"/> 118	Electric seat tilt, infinitely variable by 15°	5° to 20°
<input type="checkbox"/> 119	Mechanical seat tilt	4° to 12°

### 06 Side panels and armrests

CODE	DESCRIPTION
<input type="checkbox"/> 24	Side panel with padded armrest, swivel-up and angle-adjustable Only in conjunction with ERGOSTAR and CODE 4859 control module bracket
<input type="checkbox"/> 106	Side panel with padded armrest, height-adjustable and detachable

Please select by ticking the relevant boxes

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

## 07 Legrests

CODE	DESCRIPTION	54	805	808
<input type="checkbox"/> 86	Legrests, electrically swivel-up, detachable, swing-away	-	●	●
<input type="checkbox"/> 92	Legrests, swivel-up, detachable and swing-away	-	●	●
<input type="checkbox"/> 93	Legrests, detachable and swing-away	●	●	●
<input type="checkbox"/> 99	Reinforced legrests, permanently mounted	-	●	●

## 08 Footrests

CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH	86	92	93	99
<input type="checkbox"/> 54	One-piece footrest, 60 mm depth-adjustable (in four steps), flip-up, height and angle-adjustable	150	380 - 480	-	-	●	-
<input type="checkbox"/> 798	Two-piece footrest, flip-up, height and angle-adjustable	150	380 - 480	●	●	●	●
<input type="checkbox"/> 822	Shoe holder straps (pair)						
<input type="checkbox"/> 823	Heel loops (pair)						

## 09 Tyres, drive wheels and castor wheel (rims)

CODE	DESCRIPTION
<input type="checkbox"/> 482	Pneumatic tyres with studded tread on aluminium rims
<input type="checkbox"/> 904	Puncture-proof tyres (studded tread) on aluminium rims

### Colours and options for tyres and wheels

CODE	DESCRIPTION
<input type="checkbox"/> 908	Tyres black
<input type="checkbox"/> 909	Tyres grey
<input type="checkbox"/> 72	Drum brake
<input type="checkbox"/> 4779	Fender for drive wheels
<input type="checkbox"/> 816	Fender for castor wheels

Note: Tyres consist of a rubber compound which may leave permanent marks or be hard to remove from some surfaces (e.g. plastic, wooden or parquet flooring, rugs and carpets).

We cannot accept liability for any abrasion damage to flooring.

Please select by ticking the relevant boxes

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

## 10 Batteries and chargers

CODE	DESCRIPTION	
<input type="checkbox"/> 5160	Maintenance-free batteries	66 Ah (5h), 80 Ah (20h)
<input type="checkbox"/> 5155	Maintenance-free batteries Only in conjunction with charger CODE 733	approx. 88 Ah (5h), 107 Ah (20h)
<input type="checkbox"/> 5161	Maintenance-free batteries Only in conjunction with charger CODE 733	approx. 110 Ah (5h), 125 Ah (20h)
<input type="checkbox"/> 733	Charger 12A	recommended for 107 and 125 Ah (20 h)
<input type="checkbox"/> 732	Charger 8A	for 80 Ah (20 h)

## 11 Control module

CODE	DESCRIPTION	
<input type="checkbox"/> 702/415	Control module R-NET with LED display (control of all actuators and lighting system)	
<input type="checkbox"/> 702/416	Control module R-NET with LCD colour display (Control of all actuators and lighting system)	
<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	
<input type="checkbox"/> 813	Table control, swivelling, only in conjunction with side panel CODE 106 only in conjunction with R-NET control module with LED display CODE 702/415	
<input type="checkbox"/> 839*	OMNI II environmental control for special controls (only in conjunction with R-Net)	
<input type="checkbox"/> 60	Mounted left	
<input type="checkbox"/> 74	Mounted right	

\* Only in conj. with CODE 998 special programming

## 12 Control module brackets

CODE	DESCRIPTION	
<input type="checkbox"/> 4859	Control module bracket, length-adjustable	
<input type="checkbox"/> 4860	Control module bracket, length and height-adjustable, parallel swing-away Not in conjunction with side panel CODE 24	

## 13 Software

CODE	DESCRIPTION	
<input type="checkbox"/> <sup>New</sup> 985	Serial programming (standard)	
<input type="checkbox"/> <sup>New</sup> 998	Special programming (deviation from standard)	



Please select by ticking the relevant boxes

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

## 14 Lighting

CODE	DESCRIPTION
<input type="checkbox"/> 932	Active lighting

## 15 Frame/chassis colours

CODE	DESCRIPTION
<input type="checkbox"/> 134	Ocean blue
<input type="checkbox"/> 183	Silver metallic
<input type="checkbox"/> 216	Jet black
<input type="checkbox"/> 2201	RS colour edition (comprising: Chassis & rims black, ErgoSeat padding & calf strap black/red, calf strap retainer red, lever for central release & drum brake red, rear marking tape signal red) plus respective option surcharges

### Wheelchair options

CODE	DESCRIPTION
<input type="checkbox"/> 4795	Immobiliser, key only in conjunction with R-Net
<input type="checkbox"/> 833	Lap belt with belt buckle, mandatory for 15 km/h version
<input type="checkbox"/> 906	Rear-view mirror right
<input type="checkbox"/> 927	Rear-view mirror left
<input type="checkbox"/> 2676	Rear marking tape, only in conjunction with ErgoSeat
<input type="checkbox"/> 676	Rear marking plate for ERGOSTAR and RECARO only in conjunction with pushbar CODE 814
<input type="checkbox"/> 994	Luggage rack
<input type="checkbox"/> 970	Walking aid holder
<input type="checkbox"/> 539	Amplified horn
<input type="checkbox"/> 993	Luggage box, black, not in conjunction with electric back adjustment CODE 25, RECARO Special F CODE 567, RECARO Special W CODE 578 or RECARO Special X CODE 584
<input type="checkbox"/> 930	Therapy table swing-away to the side, only in conjunction with side panel CODE 106
<input type="checkbox"/> 781	USB charger socket
<input type="checkbox"/> 782*	Universal adapter for mounting mobile phone holders
<input type="checkbox"/> 1080617	Tyre pressure monitoring system for 4-wheel vehicles

\* Mobile phone holder not included in delivery

Date:

Signature:

As at: 2021-04-26

### USER DETAILS

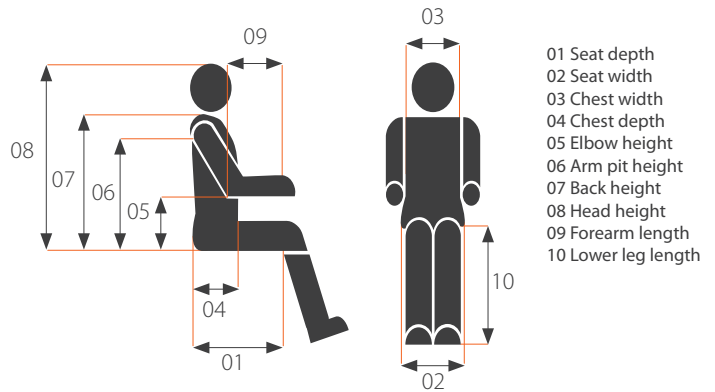
First name*:	<input type="text"/>
Last name*:	<input type="text"/>
House no./street:	<input type="text"/>
Postcode:	<input type="text"/>
Town/City*:	<input type="text"/>
Country:	<input type="text"/>
Date of birth*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>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

Please note that fields marked \* are mandatory!

### BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

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



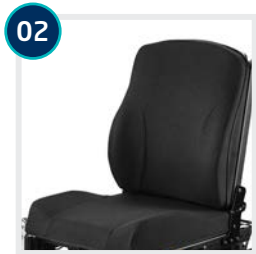
All seat dimensions are always measured without seat cushion!

I hereby confirm that all details are complete and correct.  
 I consent to the information/data I provide and the photos/videos taken of me being passed on to MEYRA GmbH (Meyra-Ring 2, 32689 Kalletal, Germany) and specialist retailers for the purposes of implementing the contract/manufacturing the product.

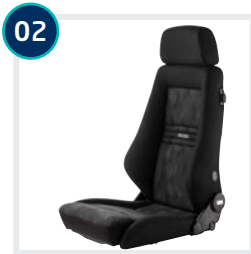
.....  
 Date/signature

It is hereby confirmed that all details are complete and correct.

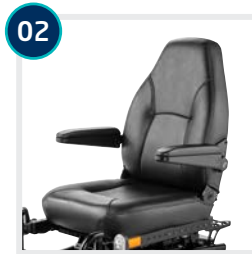
.....  
 Date/signature of the specialist retailer



02  
CODE 948/949



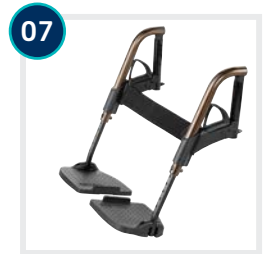
02  
CODE 580



02  
CODE 961/24



04  
CODE 237



07  
CODE 93/805



09  
CODE 908



09  
CODE 909



11  
CODE 702/415



11  
CODE 839



11  
CODE 702/416/678



11  
CODE 702/398/678



12  
CODE 4860



14  
CODE 994



14  
CODE 970

## 1. GENERAL - SCOPE OF APPLICATION

**1.1.** The following trading and delivery terms and conditions (T&C) of the company MEYRA GmbH shall be valid for all contracts concluded with the customers of the company. They shall also apply to all future transactions with the customer, even without a separate new agreement.

**1.2.** The customer accepts the T&C of MEYRA GmbH as binding for the present contract and also for all future contracts. Terms and conditions of the customer or third parties shall not apply. MEYRA GmbH shall not be bound by such terms and conditions, even if they are not expressly contradicted again in the individual case.

**1.3.** These conditions shall only apply if the customer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under public law.

## 2. OFFER, CONCLUSION OF CONTRACT

**2.1.** MEYRA GmbH offers are subject to alteration and non-binding, unless they are expressly designated as binding.

**2.2.** MEYRA GmbH can accept orders or commissions of the customer within 14 days of receipt by confirming the offer in writing.

**2.3.** Confirmation of the offer in writing constitutes conclusion of the contract; this shall also apply to any alterations or additions to the orders.

**2.4.** We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order. These documents may not be made accessible to third parties without our express written consent. Where we do not accept the customer's offer within the period specified in 2.2, these documents must be returned to us without delay.

## 3. PRICES

**3.1.** Prices are calculated exclusively in EURO. All prices are net prices. The respective statutory amount of value added tax shall be paid in addition.

**3.2.** Unless agreed otherwise in writing, our prices are ex works excluding packaging and shipping. Packaging and shipping costs shall be invoiced separately.

**3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permissible if more than four months lie between the conclusion of the contract and the agreed delivery date. In the event of wages or material costs increasing thereafter until completion, we shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery.

**3.4.** For follow-up orders, MEYRA GmbH shall not be bound to the prices from a previous contract.

**3.5.** If the order value is below 150.00 € net value of goods, a minimum quantity surcharge of 9.50 € including freight shall be charged.

## 4. DISPATCH, TRANSFER OF RISK

**4.1.** The place of performance for deliveries is the registered office of MEYRA GmbH, unless expressly agreed otherwise.

**4.2.** If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods (including partial deliveries) have been handed over to the third party designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

**4.3.** In the event of claims due to transport damages or losses being asserted against MEYRA GmbH, the customer must note the damage on the freight documents or, in the event of losses, arrange for this to

be recorded immediately and notify us of this within one week.

**4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.

**4.5.** In the event of delays in handover or dispatch for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for dispatch.

**4.6.** Where the customer specifies no specific instructions, the choice of the transport route and means shall be made by MEYRA GmbH, without guarantee and liability for the cheapest and fastest mode of dispatch.

## 5. DELIVERY TIME, SCOPE OF DELIVERY

**5.1.** Prospective delivery periods are to be understood as estimated delivery periods, unless a specific date has been expressly stipulated in writing.

**5.2.** If the parties have agreed a delivery period, this shall commence on the date the order is confirmed. The delivery period shall be deemed to have been observed if the goods have left the factory or notification of readiness for dispatch has been given by the end of the delivery period.

**5.3.** Compliance with agreed delivery and performance dates assumes the timely receipt of all documents to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled on time, the deadlines shall be extended accordingly.

**5.4.** MEYRA GmbH shall not be liable for delays in delivery arising from force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. strike, operational disturbances, delayed delivery by our own suppliers, transport delays, unfavourable weather conditions, etc.) for which it is not responsible. The delivery period shall be extended by the duration of the temporary hindrance to performance for which MEYRA GmbH is not responsible, plus a reasonable period for resumption.

**5.5.** If the resulting delays exceed a period of six weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of performance concerned.

**5.6.** MEYRA GmbH shall be entitled to make partial deliveries insofar as the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods is guaranteed and no additional costs arise for the customer as a result.

## 6. PAYMENT

**6.1.** Invoice amounts must be paid in full to one of the bank accounts specified by us within 30 days of receipt of the invoice. If the invoice is not for a spare part delivery or a repair invoice, the customer shall be entitled to a 2% discount if payment is made within eight days of receipt of the invoice.

**6.2.** We shall only accept cheques and bills of exchange if this has been expressly agreed beforehand. Acceptance shall be on account of performance. Invoice adjustments for cheques and bills of exchange are subject to redemption. The value shall be credited effective as of the day we have access to the equivalent amount.

**6.3.** If the customer fails to pay on the due date, the outstanding amounts shall bear interest at 8 % above the respective base interest rate p.a.. We reserve the right to assert higher damages caused by default.

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

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

is based on the same contractual relationship.

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

## 7. RETENTION OF TITLE

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

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

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

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

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

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

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

## 8. GUARANTEE / LIABILITY

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

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

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

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

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

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

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

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

## **9. LIMITATION**

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

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

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

- Replacement devices are refurbished and technically in order.

- The defective device must be returned to MEYRA GmbH

free of charge within 15 working days.

The returned device shall become our property.

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

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

Moreover the device must be reusable

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

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

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 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.