

# EUROCHAIR

1.750



Permissible user weight  
now up to 130 kg



Suitable for passenger transport.  
Tested according to ISO 7176-19



**MEYRA®**



Angle-adjustable steering head



Knee lever brake



Fast and precise conversion



Legrests swing-away inwards and outwards

## For universal use

### **EFFICIENCY**

- Durable product due to the use of high-quality materials and high standard of workmanship, little need for repair
- Wide range of options from the Eurochair modular system
- Supply of spare parts secured over the long term by a nationwide specialist trade network
- Easy adaptation to new owner enables optimum reuse

### **THERAPEUTIC BENEFIT**

- Encourages independent mobility by means of fine adjustment of seat, backrest and chassis to the user
- Subsequent conversion and adjustment possible
- Improved smooth-running properties with low propelling forces
- Simple operation and reduced weight facilitate handling

### **USE**

- Fully-equipped chair for permanent everyday use
- For optimum fitting for a wide range of medical conditions through high adjustment variability
- Primarily for use at home, but also in rehabilitation clinics for achieving therapeutic goals
- For taller and larger users

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®**



Permissible user weight  
now up to 130 kg



Suitable for passenger transport.  
Tested according to ISO 7176-19

## EUROCHAIR 1.750

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](http://www.meyra.de/AGB) shall apply.

Visit [www.meyra.de/measuring](http://www.meyra.de/measuring) for guidance on measuring.



## Specifications

Seat width	380	400	430	460	480	500	530
Width, ready to move	560	580	610	640	660	680	710
Width, folded	280						
Seat depth	400 / 430 / 460						
Seat height front / rear	variable 435 to 500 / with Hemi option 390 - 430						
Total height	960						
Back height	400 / 420 / 440						
Armrest height	230						
Length with footrest	1040						

User weight max.	130
Empty weight from	16
Permissible total weight max.*	150
Drive wheel	550 (22")
Drive wheel	600 (24")
Brake test according to STANDARD	7°

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

### Caution!

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

\* When using auxiliary drives, the permissible total weight must not be exceeded.

Please select by ticking the relevant boxes

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

## 01 Seat width (SW)

CODE	NAME
<input type="checkbox"/> 38	SW 380 mm
<input type="checkbox"/> 40	SW 400 mm
<input checked="" type="checkbox"/> 43	SW 430 mm
<input type="checkbox"/> 46	SW 460 mm
<input type="checkbox"/> 48	SW 480 mm
<input type="checkbox"/> 350	SW 500 mm
<input type="checkbox"/> 53	SW 530 mm
<input type="checkbox"/> 35	2 in 1      Seat width extension by 30 mm

## 02 Seat depth (SD)

CODE	NAME
<input type="checkbox"/> 615	SD 400 mm      Can be altered later to 430 mm
<input checked="" type="checkbox"/> 788	SD 430 mm
<input type="checkbox"/> 619	SD 460 mm

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

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

means selection of a **HEMI** castor fork CODE 173

means selection of a **24"** drive wheel CODE 61

CODE	Ø CASTOR WHEEL IN MM	FSH IN MM:	390	400	420	430	435	450	470	485	500	515
325	Ø 125 solid rubber		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>						
154	Ø 142 soft solid rubber			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
161	Ø 180 PU								<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
645	Ø 180 Pneumatic tyre								<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

The castor wheel and the matching castor fork are automatically configured when the FSH is selected.

The rear seat height is automatically determined by the standard seat tilt of approx. 4 degrees, corresponding to a difference of approx. 30 mm.

### Seat height options front (FSH) for users with hemiplegia

CODE	NAME
<input type="checkbox"/> 173	<b>HEMI</b> castor fork incl. <b>HEMI</b> spacer block Only in conjunction with <b>22"</b> drive wheels, turned outward for more footroom
<input type="checkbox"/> 4906	<b>HEMI</b> spacer block for castor fork turned outward at the side for use with <b>24"</b> drive wheels

Please select by ticking the relevant boxes

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

#### 04 Drive wheel options

CODE	NAME
<input type="checkbox"/> 880	60 mm Wheelbase extension

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

Horizontal axle position configured as factory default setting. Gravity setting can be altered later.

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

CODE	NAME	Ø	Ø
<input type="checkbox"/> 871	<b>Double hand rims</b> for seat widths up to 480 mm Only in conjunction with PU tyres CODE 902 Not in conjunction with drum brakes CODE 706	-	24"
<input type="checkbox"/> 166	Silicone hand rim cover, smooth, black	22"	24"

#### 06 Tyres

CODE	NAME	Ø	Ø
<input type="checkbox"/> 486/896	Pneumatic tyres with groove tread	22 x 1 3/8"	24 x 1 3/8"
<input type="checkbox"/> 902/896	PU tyres, puncture-proof	22 x 1 3/8"	24 x 1 3/8"

#### 07 Brakes

CODE	NAME
<input type="checkbox"/> 651	Pressure brake for user
<input type="checkbox"/> 650/74	One-hand pressure brake right (incl. brake lever long, hinged)
<input type="checkbox"/> 650/60	One-hand pressure brake left (incl. brake lever long, hinged)
<input type="checkbox"/> 681	Brake lever extension
<input type="checkbox"/> 680/706	Pressure brake for user and drum brake for attendant
<input type="checkbox"/> 986	Brake lever extension, slip-on, one pair

Please select by ticking the relevant boxes

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

## 08 Back strap height

CODE	NAME	HEIGHT
<input type="checkbox"/> 635	Back strap, can be altered later from 420 - 440 mm in 20 mm increments	400 mm
<input type="checkbox"/> 442	Back strap, can be altered later from 400 - 440 mm in 20 mm increments	420 mm
<input type="checkbox"/> 444	Back strap, can be altered later from 420 - 440 mm in 20 mm increments Not in conjunction with height-adjustable push handles CODE 502	440 mm
<input type="checkbox"/> 628	Back strap, adjustable via hook and loop fasteners (adjustable back)	420 mm

## 09 Backrest Backrest options

CODE	CAN BE COMBINED WITH CODE:	621	622	502
<input type="checkbox"/> 502	Push handle, mounted on back tube, infinitely variable height adjustment up to 180 mm	●	●	
<input type="checkbox"/> 814	Transverse pushbar, stabilises the back in the event of heavier load	●	●	●

In the event of one-sided strain on the back, we recommend the use of a stabilising bar or reinforcement.

## 10 Side rests and armrests

Please observe the marked functional properties!

1 = fixed 2 = swivel up 3 = detachable 4 = lockable 5 = height-adjustable armrest 6 = with wheel covering  
7 = space-saving swivel in

CODE	NAME	1	2	3	4	5	6	7
<input type="checkbox"/> 577	Side panels aluminium, in frame colour		●	●	●			●
<input type="checkbox"/> 70	Side panels long, aluminium, in frame colour		●	●	●			●
<input type="checkbox"/> 107	Side panel incl. push-button controlled height-adjustable and detachable armrest, suitable for tetraplegics		●	●	●	●		●
<input type="checkbox"/> 917	Armrest spacer set for height adjustment in two steps up to max. 30 mm for the side panels CODE 70 and 577					●		

Please select by ticking the relevant boxes

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

## 11 Legrests Detachable Swing-away Swivel up

CODE	NAME
<input type="checkbox"/> 93	Legrests, detachable and swing-away
<input type="checkbox"/> 759	Legrest CODE 93, <b>left</b> -mounted only
<input type="checkbox"/> 760	Legrest CODE 93, <b>right</b> -mounted only
<input type="checkbox"/> 92	Legrests, detachable, swing-away and swivel up In conjunction with footrests CODE 805
<input type="checkbox"/> 757/760	Legrest CODE 92 single, <b>left</b> -mounted, with CODE 93 right-mounted
<input type="checkbox"/> 758/759	Legrest CODE 92 single, <b>right</b> -mounted, with CODE 93 left-mounted
<input type="checkbox"/> 4698	Knee pads for CODE 92
<input type="checkbox"/> 52	Amputee leg support, detachable, swing-away and swivel up, one pair
<input type="checkbox"/> 4507	Amputee leg support, single, <b>right</b> -mounted
<input type="checkbox"/> 4508	Amputee leg support, single, <b>left</b> -mounted

## Footrests Flip-up Height-adjustable Depth-adjustable Angle-adjustable

CODE	NAME	DEPTH	LOWER LEG LENGTH
<input type="checkbox"/> 798	Footrests, flip-up, height and angle-adjustable	16	36 - 52

### Footrest options

CODE	NAME
<input type="checkbox"/> 822	Shoe holder straps (pair)
<input type="checkbox"/> 823	Heel loops (pair)
<input type="checkbox"/> 946	Calf straps for single footplate

Adjustment of lower leg length from 350 to 520 mm in 20 mm increments depending on coding.

## 12 Frame colours

The Eurochair Vario is available in all currently obtainable colours at a surcharge and with a longer delivery time. See choice of colours in the catalogue. Standard frame colour Silverline included with basic model.

## 13 Wheelchair options

### Hand protectors and spoke guards

CODE	NAME
<input type="checkbox"/> 489	Transparent

Please select by ticking the relevant boxes

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

### Support castor wheels

- |                          |     |  |
|--------------------------|-----|--|
| <input type="checkbox"/> | 691 | Support castors, length-adjustable, detachable (one pair)                                    |
| <input type="checkbox"/> | 712 | One support castor, length-adjustable, detachable, <b>left</b> -mounted                      |
| <input type="checkbox"/> | 713 | One support castor, length-adjustable, detachable, <b>right</b> -mounted                     |
| <input type="checkbox"/> | 728 | Support castors, <b>swing-away</b> , length-adjustable, detachable (one pair)                |
| <input type="checkbox"/> | 729 | One support castor, <b>swing-away</b> , length-adjustable, detachable, <b>left</b> -mounted  |
| <input type="checkbox"/> | 730 | One support castor, <b>swing-away</b> , length-adjustable, detachable, <b>right</b> -mounted |

### Manoeuvring castors

- |                          |     |   |
|--------------------------|-----|---|
| <input type="checkbox"/> | 746 | One pair manoeuvring castors, braking, e.g. for confined spaces or in aeroplanes<br>Not in conjunction with support castors CODE 728, 729 and 730     |
| <input type="checkbox"/> | 747 | One pair manoeuvring castors, non-braking, e.g. for confined spaces or in aeroplanes<br>Not in conjunction with support castors CODE 728, 729 and 730 |

### Therapy tables

- |                          |        |  |
|--------------------------|--------|--|
| <input type="checkbox"/> | 929    | Plastic therapy table, transparent, adjustable from 380 to 480 mm seat width   |
| <input type="checkbox"/> | 930    | Therapy table <b>for self-propelling user</b> , plastic, transparent, push-on for defined seat width, with front upstand |
| <input type="checkbox"/> | 931/60 | Therapy table, <b>half-lap left</b> , plastic, transparent, ergonomically shaped   |
| <input type="checkbox"/> | 931/74 | Therapy table, <b>half-lap right</b> , plastic, transparent, ergonomically shaped  |

With 24" wheels and a rear seat height of less than 470 mm, there is a resulting limitation in terms of armrest height with use of the therapy table CODE 929/930, i.e. the armrest has to be positioned correspondingly higher, as the lowest armrest position is then not possible.

### Other options

- |                          |     |   |
|--------------------------|-----|---|
| <input type="checkbox"/> | 951 | Accessory net (shopping net)                        |
| <input type="checkbox"/> | 819 | Passive lighting                                    |
| <input type="checkbox"/> | 912 | Tyre pump with bracket                              |
| <input type="checkbox"/> | 833 | Retainer strap with buckle                          |
| <input type="checkbox"/> | 970 | Walking aid holder                                  |
| <input type="checkbox"/> | 560 | Seat cushion, black, 30 mm                          |
| <input type="checkbox"/> | 962 | Universal backpack with external compartment        |
| <input type="checkbox"/> | 936 | Sliding transfer board, plastic, for changing seats |
| <input type="checkbox"/> | 585 | Infusion stand "UNIVERSAL"                          |

Date:

Signature:

As at: 2022-01-01



### USER DETAILS

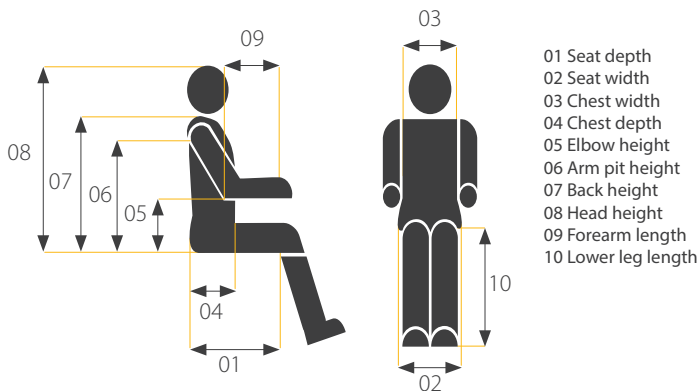
First name*:	<input type="text"/>
Last name*:	<input type="text"/>
House no./street:	<input type="text"/>
Postcode:	<input type="text"/>
Town/City*:	<input type="text"/>
Country:	<input type="text"/>
Date of birth*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>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

## 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.

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.