

# EUROCHAIR<sup>2</sup> PRO 2.850

INDIVIDUAL MODEL



Authorised user weight  
now with limit of 130 kg



Authorised for car client transport!  
Tested according to ISO7176-19



Now also  
available with  
clinic features.



**MEYRA**<sup>®</sup>



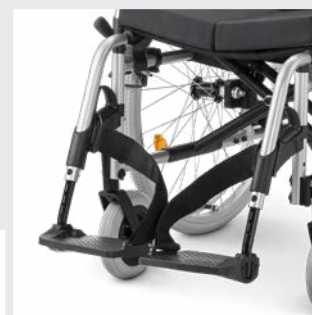
Adjustable back in series



Extension of wheel base by turning the Varioblock to the back



Height-adjustable side guard with depth-adjustable armrest



Leg rests removable, swing-away. Footrests angle-adjustable, including individual lower-leg strap

## Functional and intelligent

### **COST EFFECTIVENESS**

- Product is made to last with high-quality materials and excellent manufacturing - repairs rarely necessary
- Great range of adjustment options thanks to a very extensive accessories kit (no need for upgrades)
- Secured long-term supply of spare parts thanks to extensive network of specialist retailers
- Ideal for reuse thanks to simple adjustment to the new user

### **THERAPEUTIC BENEFITS**

- Facilitates independent mobility thanks to precise adjustments to the user
- User can remain seated without feeling tired, even over a long period of time
- Simple use of side guards and leg rests
- Runs more smoothly with lower propulsion power
- Can be customised for various uses as the seat height can be adjusted to the same position even with various wheel sizes

### **APPLICATIONS**

- Full range of equipment for long-term use
- Provides perfect care for numerous illnesses thanks to large variety of adjustments possible
- Predominantly for domestic use, but also useful in rehabilitation clinics for achieving therapeutic goals
- Can be used with various forms of propulsion
- HEMI components

ORDER

QUOTATION

CUSTOM-MADE VERSION

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

Invoice address / customer no:

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Delivery address:

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Consignment / remarks:

**MEYRA**



Authorised for car client transport!  
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**EUROCHAIR<sup>2</sup> PRO 2.850**

All prices exclude VAT at the statutory rate. Valid from 01.01.2019 to 31.12.2019.  
Our general terms and conditions apply, which can be found on [www.meyra.de/en/gtc](http://www.meyra.de/en/gtc).  
For more information on the product, visit [www.meyra.de/en](http://www.meyra.de/en).



## Technical data

Seat width	300 320 340 360 380 400 430 460 480 500 530
Width ready to go	500 520 540 560 580 600 630 660 680 700 730
Width folded	310
Seat depth	400 / 430 / 460 / 490
Seat height front/ back	variable between 390 to 560 / 390 – 520
Overall length	variable between 790 to 1,050
Back height	400 / 420 / 440 / 460 / 480 / 500
Armrest height	210 – 260
Length with footrests	1,050

User weight	130
Empty weight	17.5
Permitted overall weight	147.5
Transport weight	10
Rear wheel	22" / 24"

**Dimensions in mm (1 inch = 25,4 mm), Weights in kg (1 pd = 0,45 kg), Speed in km/h (1 mph = 1,61 km/h), Tolerance ± 10 mm / 0,39 inch**

**The specifications are subject to constructional changes.**

### Achtung!

Beim Transport in öffentlichen Verkehrsmitteln (z.B. Zug) können die Abmessungen des Rollstuhles über den Richtwerten der Transportunternehmen liegen. Bitte erkundigen Sie sich im Vorfeld.

Please tick your choice in the boxes

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

## 01 Seat width (SW)

CODE	DESCRIPTION
<input type="checkbox"/> 3342	SW 300 mm
<input type="checkbox"/> 3344	SW 320 mm
<input type="checkbox"/> 3346	SW 340 mm
<input type="checkbox"/> 3348	SW 360 mm
<input type="checkbox"/> 38	SW 380 mm
<input type="checkbox"/> 40	SW 400 mm
<input 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

## 02 Seat depth (SD)

CODE	DESCRIPTION
<input type="checkbox"/> 615	SD 400 mm*
<input type="checkbox"/> 788	SD 430 mm
<input type="checkbox"/> 619	SD 460 mm*
<input type="checkbox"/> 4105	SD 490 mm*

\* Note: Order new seat cushion for the seat depth.

## 03 Front seat height (FSH) combined with castor (without seat cushion)

Please select your desired seat height by choosing a possible combination of seat height and wheel size.

only in combination with 22" rear wheel and CODE 173

CODE	Ø CASTOR IN MM	FSH IN MM:																			
		390	400	410	430	445	450	460	470	475	480	485	490	500	505	510	520	530	540	550	560
151	Ø 100 solid rubber	<input checked="" type="checkbox"/>																			
325	Ø 125 solid rubber	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>								
154	Ø 142 soft solid rubber		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>						
143	Ø 150 (Flexel)						<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>						
161	Ø 180 polyurethane									<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
645	Ø 180 pneumatic tyres									<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157	Ø 200 polyurethane												<input type="checkbox"/>				<input type="checkbox"/>				

When FSH is selected then a standard castor and matching castor fork are automatically configured.

Please tick your choice in the boxes

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

### Front seat height option (FSH) for persons with hemiplegia

CODE	DESCRIPTION
<input type="checkbox"/> 173	HEMI castor fork including HEMI spacer block
<input type="checkbox"/> 4906	HEMI distance block for laterally moved out steering head for 24" wheel

### 04 Seat cushion

CODE	BEZEICHNUNG
<input type="checkbox"/> 740	seat cushion, black (seat depth 430 mm) 50 mm
<input type="checkbox"/> 4980	incontinence cover for seat cushions, black (only in combination with CODE 560 or 561)
<input type="checkbox"/> 560	seat cushion 30 mm
<input type="checkbox"/> 561	seat cushion 60 mm

### 05 Horizontal rear wheel position (centre of gravity adjustment)

Position	ACTIVE, assembly in direction of travel - front	PASSIVE, assembly in direction of travel - rear
Selection	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 06 Rear seat height (RSH) combined with rear wheel (without seat cushion)

Horizontal columns = seat heights in mm  
Vertical rows = Ø rear wheel

Please select your desired seat height by choosing a possible combination of seat height and wheel size.

	390	400	410	420	430	440	450	460	470	480	490	500	510	520
Ø 22 x 1"	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				
Ø 22 x 1 <sup>3</sup> / <sub>8</sub> "		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
Ø 24 x 1"				<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ø 24 x 1 <sup>3</sup> / <sub>8</sub> "					<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

When selecting the RSH, the size of the rear wheel and the axle position will be configured automatically. The seat inclination can be set to 0°, 2° or 4°, which represent a seat height difference of 0 mm, 15 mm or 30 mm.

Please select your hand rim in category 08 and tyres in category 09. Please note tyre width.

### 07 Driving wheel options

CODE	DESCRIPTION
<input type="checkbox"/> 878	70 mm wheelbase extension, measured from the middle of the rear tube

Please tick your choice in the boxes

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

## 08 Hand rims and hand rim options (cannot be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø	Ø
<input type="checkbox"/> 494	aluminium hand rims	22"	24"
<input type="checkbox"/> 493	stainless steel hand rims		24"
<input type="checkbox"/> 871	<b>dual hand rims</b> for seat widths up to 480 mm only in combination with polyurethane tyres CODE 902 not in combination with drum brakes CODE 706. Not in combination with spoke guard CODE 489	22"	24"
<input type="checkbox"/> 168	Optigrip special hand rims for tetraplegics including hand rims with 25 mm gap CODE 693	-	24"
<input type="checkbox"/> 166	hand rim coating made of silicone, smooth, black	22"	24"
<input type="checkbox"/> 692	hand rim gap 15 mm	22"	24"
<input type="checkbox"/> 693	hand rim gap 25 mm (only in combination with CODE 493)		

## 09 Tyres

CODE	DESCRIPTION	Ø	Ø
<input type="checkbox"/> 902	puncture-resistant polyurethane tyres	22"	24"
<input type="checkbox"/> 486	pneumatic tyres with groove profile	22"	24"

Please note tyre width in combination with rear wheels. See category 06 seat height in combination with rear wheel.

## 10 Brakes

CODE	DESCRIPTION
<input type="checkbox"/> 651	pressure brake for driver
<input type="checkbox"/> 680/706	pressure brake for driver and drum brake for accompanying person
<input type="checkbox"/> 986	brake lever extension, attachable, 1 pair
<input type="checkbox"/> 681	foldable brake lever extension
<input type="checkbox"/> 650/74	single-handed pressure brake, right-handed, including brake lever extension
<input type="checkbox"/> 650/60	single-handed pressure brake, left-handed, including brake lever extension

Please tick your choice in the boxes

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

## 11 Back strap height

CODE	DESCRIPTION	HEIGHT
642	back strap, can be adjusted by means of Velcro® strips	<input type="checkbox"/> 400 mm
		<input checked="" type="checkbox"/> 420 mm
		<input type="checkbox"/> 440 mm
634	Back strap, can be adjusted by means of Velcro® strips	<input type="checkbox"/> 460 mm
		<input type="checkbox"/> 480 mm
		<input type="checkbox"/> 500 mm
575	Comfort back, ergonomically adaptable	<input type="checkbox"/> 400 mm
		<input type="checkbox"/> 420 mm
		<input type="checkbox"/> 440 mm

## 12 Backrests

CODE	DESCRIPTION
<input checked="" type="checkbox"/> 622	back with lumbar curve
<input type="checkbox"/> 621	back without lumbar curve

### Backrest options

CODE	COMPATIBLE WITH CODE	621	622	502
<input type="checkbox"/> 502	handle, mounted on the back tube, progressive height adjustment up to 180 mm	●	●	
<input type="checkbox"/> 814	horizontal push bar, stabilises back in the case of heavier loads	●	●	●
<input type="checkbox"/> 29	back, angle can be adjusted +/- 10° in 3 steps <b>only possible for frame height of 40/42/44</b>	●		●
<input type="checkbox"/> 913	headrest, 190 mm, height and angle can be adjusted progressively only in combination with horizontal push bar with CODE 814			

## 13 Side guards and armrests

Please note the marked functional features!

CODE	DESCRIPTION
<input checked="" type="checkbox"/> 107	side guards adjustable height, swing-away, removable
<input type="checkbox"/> 70	side guards, foldable, swing-away, long
<input type="checkbox"/> 577	side guard, foldable, swing-away, can be locked, removable

Please tick your choice in the boxes

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

## 14 Leg rests

CODE	DESCRIPTION
<input type="checkbox"/> 94	without footrests
<input type="checkbox"/> 93	footrest, removable and swing-away
<input type="checkbox"/> 759	leg rest CODE 93, mounted <b>left</b>
<input type="checkbox"/> 760	leg rest CODE 93, mounted <b>right</b>
<input type="checkbox"/> 92	leg rests, removable, swing-away and swing-up in combination with footrests CODE 805, including knee cushions
<input type="checkbox"/> 757	leg rest CODE 92, single, mounted <b>left</b> only in combination with footrests CODE 808 (right mounted with CODE 93)
<input type="checkbox"/> 758	leg rest CODE 92, single, mounted <b>right</b> only in combination with footrests CODE 808 (left mounted with CODE 93)
<input type="checkbox"/> 52	amputation leg rests, removable, swing-away and swing-up, 1 pair
<input type="checkbox"/> 4507	amputation leg, single, mounted right
<input type="checkbox"/> 4508	amputation leg, single, mounted left

### Footrests

CODE	DESCRIPTION	DEPTH	LSL
<input type="checkbox"/> 798	separate footrests, flip-up and angle adjustable	180	380 – 520
<input type="checkbox"/> 54	one-piece footrest, depth adjustable by 60 mm (in 4 steps), fold-up, height and angle adjustable	150	380 – 520

**Required LSL in mm (measured without seat cushion)**

Length adjustment by manufacturer of 380–520 mm available for calf depending on coding.

### Footrest accessories

<input type="checkbox"/> 359	individual calf strap (pair)
<input type="checkbox"/> 822	shoe positioning straps (pair)

## 15 Frame colour

CODE	DESCRIPTION
<input type="checkbox"/> 4919	silverline



Please tick your choice in the boxes

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

## 16 Seat and back strap colours

CODE	DESCRIPTION
<input type="checkbox"/> 287	deep black, polyester

## 17 Wheelchair accessories Hand and spoke guard

CODE	DESCRIPTION
<input type="checkbox"/> 489	transparent

### Anti-tip wheels

<input type="checkbox"/> 691	anti-tip-wheels, length adjustable, removable (1 pair)
<input type="checkbox"/> 728	anti-tip wheels, swing-away (pair)
<input type="checkbox"/> 729	anti-tip wheels, swing-away, left
<input type="checkbox"/> 730	anti-tip wheels, swing-away, right

### Shunting castors

<input type="checkbox"/> 746	1 pair of shunting castors, can be braked, e.g. for tight spaces or on planes not in combination with anti-tip wheels CODE 728
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### Therapy tables

<input type="checkbox"/> 929	therapy table made of plastic, transparent, suitable for 380 – 530 mm seat width
<input type="checkbox"/> 930	therapy table, made of plastic, transparent, can be slotted on to certain seat widths, with raised edges at front, for seat widths 380 – 500 mm
<input type="checkbox"/> 931/60	therapy table, <b>half-sized, on the left</b> , made of plastic, transparent, ergonomically shaped
<input type="checkbox"/> 931/74	therapy table, <b>half-sized, on the right</b> , made of 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.

Please tick your choice in the boxes

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

### Other accessories

- |                          |      |   |
|--------------------------|------|---|
| <input type="checkbox"/> | 585  | infusion stand "UNIVERSAL"                            |
| <input type="checkbox"/> | 912  | tyre pump with holder                                 |
| <input type="checkbox"/> | 936  | plastic sliding board for transferring                |
| <input type="checkbox"/> | 833  | Safety belt   |
| <input type="checkbox"/> | 819  | Reflectors  |
| <input type="checkbox"/> | 970  | Crutch holder   |
| <input type="checkbox"/> | 951  | accessory net (shopping net)                          |
| <input type="checkbox"/> | 962  | universal backpack with external compartment          |
|                          |      | "clinic version"                                      |
|                          |      | - Seat belt and back rest in PVC leather              |
|                          |      | - Folding fixation                                    |
| <input type="checkbox"/> | 3851 | - Leg rest height adjustable, swing-up and swing-away |
|                          |      | - Leg rest and side guard with theft protection       |
|                          |      | - Drum brake  |
|                          |      | - Pair of anti tip wheels                             |

### Order remarks:

Date:	Signature:
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## 1. GENERAL – SCOPE

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

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

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

## 2. OFFER, CONCLUSION OF CONTRACT

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

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

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

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

## 3. PRICES

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

**3.2.** Unless otherwise stated to the contrary in writing, our prices are ex works, excluding packing and shipping. The costs of packing and shipping shall be invoiced separately.

**3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permitted if there is a gap of more than four months between conclusion of the contract and the agreed delivery date. Should salaries or material costs increase in the period up to completion, we shall be entitled to increase the price appropriately in accordance with the cost increases. The customer shall be entitled to withdraw from the contract only if the price increase significantly exceeds the increase in the general cost of living between the time of the order and of delivery.

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

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

## 4. SHIPMENT, PASSING OF RISK

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

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

**4.3.** Should claims for transport damage or losses be asserted against MEYRA GmbH, the customer must note the damage on the shipping documents or, in the event of losses, create a record without delay which is to be shown to us within one week.

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

**4.5.** In the event of delayed handover or shipping for which the customer is responsible, the risk shall pass to the customer upon notification of the shipment's readiness for shipping.

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

## 5. DATE OF DELIVERY / SCOPE OF DELIVERY

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

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

**5.3.** Compliance with agreed delivery and performance dates requires the timely receipt of all documentation to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled in good time, the periods shall be extended appropriately.

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

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

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

## 6. PAYMENT

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

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

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

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

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

**6.5.** The customer shall only be entitled to offset in the event that its counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

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

## 7. RETENTION OF TITLE

**7.1.** The goods supplied by MEYRA GmbH shall remain the property of MEYRA GmbH until full payment of all present and future claims against the customer.

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

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

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

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

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

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

## 8. WARRANTY / LIABILITY

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

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

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

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

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

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

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

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

## **9. STATUTE OF LIMITATIONS**

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

## **9.1. REPLACEMENT PRODUCT SERVICE**

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

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

The returned item shall become our property.

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

## **10. PRODUCT SAFETY GUARANTEE**

### **10.1. PRODUCT RECALL**

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

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

### **11. LIABILITY FOR DESIGN CHANGES**

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

## **12A. RETURN OF FINISHED PRODUCTS AND MODULES**

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

## **12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS**

- 12B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.
  - 12B.2.** Cancellations shall be made in writing.
  - 12B.3.** Should an agreement be reached regarding the cancellation of finished products which are ready for delivery, the following shall apply:
    - Rehabilitation products shall be credited in full. In principle, orders for custom wheelchairs and sports wheelchairs cannot be cancelled.
    - In the event of the cancellation of an order for adaptive wheelchairs, 20% of the net value shall be retained to cover costs.
- The cancellation fee for electric wheelchairs and scooters is 5%. The cancellation fee for standard and lightweight wheelchairs is 10%.

## **12C. COLLECTION / DISPOSAL**

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

## **13. USE OF PERSONAL DATA**

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

## **14. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE**

- 14.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.
- 14.2.** The jurisdiction for all disputes arising out of the contractual relationship shall be determined by our headquarters in Kalletal-Kalldorf. We shall also be entitled to take action against the customer within its jurisdiction.
- 14.3.** The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods.
- 14.4.** Should individual provisions of these General Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.