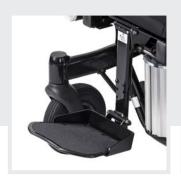
ICHAIR MC S

1.616













200 mm seat lift, tilt-in-space



Active LED lighting



Seitenteil transparent

The big small one

COST EFFECTIVENESS

- Effectiveness thanks to simple maintenance easy servicing
- Little need for repairs as a result of the use of high-quality and long-life components
- The modular design of the iCHAIR family means great compatibility of components
- Multiple settings allow for individual adjustment

THERAPEUTIC BENEFITS

- Effective pressure relief and relaxed positioning for long periods of sitting are facilitated by the large, electrically operated adjusting areas
- Aadjustable back and preparation for external seat units corresponding to the user's individual needs
- The central leg support permits a knee angle of 90°
- Effective pressure relief hanks to electric seat angle adjustment by 22° and 30° in connection with the lift

APPLICATIONS

- The tried-and-tested mc2 for indoor and outdoor use with a junior seat and junior options
- Outdoors: Good rear wheel suspension
- Indoors: compact chassis with integrated anti-tip wheels facilitates use in tight spaces
- Optional 200 mm lift

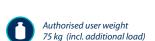
O ORDER

QUOTATIONCUSTOM-MADE VERSION

Invoice address / customer no:	
Delivery address:	
Consignment / remarks:	







iCHAIR MC S 1.616

(Price for basic model, incl. batteries and charger, side guards and legrests):

€ 8.910,00

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.



Technical data

Seat width	300 - 440
Seat depth	300 - 400
Back height ²⁾	390/440
Lower leg length 1)	250 - 350
Armrest height 1)	180 - 250
Seat height at front 1)	420 - 470
Length with footrests	970
Length without footrests	790
Width when ready for use	590

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

¹⁾ Measured with 4° tilt-in-space (without seat cushion)

²⁾ With adjustable back

Please tick your choice in the boxes

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

Technical data

WEIGHT IN KG

89
75
200
10

³⁾ Without leg supports and armrests

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 \pm 10 mm / 0,39 inch The specifications are subject to constructional changes.

PROPERTIES

Travel speed	6/10
Motor output W	2 x 180 / 2 x 300
Permissible gradients/descents	15 %
Steering method	indirect
Electrical tilt-in-space	0° to 22°
Electrical tilt-in-space in combination with seat lift	0° to 30°
Mechanical tilt-in-space	0° to 10°
Electrical backrest angle	-5° to 35°
Mechanical backrest angle	-10° to 30°
Electrical seat lift	20
Range with battery 38 Ah (5 h), 45 Ah (20 h) max. in km	28
Range with battery 63 Ah (5 h), 73 Ah (20 h) max. in km	40

00

Chassis/motor

CODE DE	SCRIPTION

	Speed	Motor power	Range
115	6 km/h	2 x 180W	max. 40 km
117	10 km/h	2 x 300 W	max. 35 km

Chassis options

ΙI	875	Suspension up to 75 Kg	Y

01

Seat width (SW)

CODE	DESCRIPTION	
30	SW 300 mm	seat width can be adjusted progressively from 300 to 360 mm via the armrests, width of seat 300 mm
34	SW 340 mm	seat width can be adjusted progressively from 340 to 400 mm via the armrests, width of seat 340 mm
38	SW 380 mm	seat width can be adjusted progressively from 380 to 440 mm via the armrests, width of seat 380 mm

Attention: for a back shell, the SW, SD and BH are defined by the catalogue 08.



Seat depth (SD)

See seat unit.

	-	our choice in the boxes sion: In case you do not make anothe	er selection we will generall	ly deliver the standa	rd version.		
03		/ front seat height (FS ared with 4° inclination	H) combined wit	h castor (wit	thout seat cushid	on)	
	CODE	DESCRIPTION Ø X W	Ø INCH/MM	FRONT SEA	AT HEIGHT FSH IN M	IM*	
	157	Tyres with aluminium rim	8" 200	420	440 - 640*	455	
	163	Tyres with aluminium rim	9" 230	435	450 - 650*	470	
		he height of the seat cushion. ombination with the electrical seat lif	t, CODE 27				
	Castor o	options					
	CODE	DESCRIPTION					
	146	pneumatic tyres with punc	ture protection				
	900	puncture-resistant tyres					
	816	splash guard for castors, jus	t in combination with	CODE 163 9"			
04	Rear wi	h eels DESCRIPTION					
	815	12" rear wheels with alumin	ium rims				
	Rear wi	heel options					
	CODE	DESCRIPTION					
	846	pneumatic tyres with punct	rure protection				
	904	puncture-resistant tyres					
	824	splash guard for rear wheels	5				
05	Colour	of the tyres					
	CODE	DESCRIPTION					
	908	Black (wear-resistant), rim ti	tanium grey				
	909	Grey, rim titanium grey					
	rpets). We can	f a rubber compound which may lean not accept liability for any abrasion pace / seat lift		be hard to remove t	from some surfaces (e.g. p	plastic, wooden or parque	t flooring, rugs
	CODE	DESCRIPTION			SEAT INCLINATION	LIFTING RANGE	
	119	mechanical tilt-in-space, in	ntervals		0° to 10°		
	118	Progressive electrical tilt-in-	space		0° to 22°		
	27	Electrical seat lift including	electrical tilt-in-space		0° to 30°	200 mm	

	Please tick your choice in the boxes
	Standard varsion. In case you do not make another selection we will generally deliver the standard version

07	Seat			
	CODE	DESCRIPTION	SEAT DEPTH	SEAT CUSHION COVER
	390/560	seat plate with cushion 30 mm	300 mm	mesh, breathable, black
	393/560	seat plate with cushion 30 mm	330 mm	mesh, breathable, black
	367/560	seat plate with cushion 30 mm	370 mm	mesh, breathable, black
	615/560	seat plate with cushion 30 mm	400 mm	mesh, breathable, black

08 Back/options

 CODE	DESCRIPTION	BACK HEIGHT	PADDING COVER
444/736	black adjusting belt	440 mm	mesh, breathable, black
439/736	black adjusting belt	390 mm	mesh, breathable, black
2032	ErgoSeat Pro lateral trunk suppo Dimensions: 230 x 120/60 x 125	orts, small, pair 5 mm (H x W inside / outside x T)	
444/608	back frame for ext. systems	440 mm	
439/608	back frame for ext. systems	390 mm	
CODE	DESCRIPTION		
913	headrest in faux leather, black		

09 Back/push handles

CODE	DESCRIPTION
814	one-piece push bar
410	individual push bars including stabilising bar

10 Back adjustment

CODE	DESCRIPTION		
401	mechanical backrest angle adjustment	-10° to 30°	10° intervals
25	electrical backrest angle adjustment	0° to 30°	progressive

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 Side guards and armrests

CODE	DESCRIPTION	WIDTH ADJUSTMENT : SW + 40 MM
106	standard side guard with cushioned armrest, removable	clothes guard to match the frame

12 Leg rests

CODE	DESCRIPTION
93	leg rests, removable and swing-away
5100	central leg rest with one-piece footplate; no extra footrests available, category 13

13 Footrests

CODE	DESCRIPTION	DEPTH	LSL
808	separate footrests, height adjustable, flip-up, angle adjustable just in combination with CODE 93	150 mm	280 - 430 mm
54	one-piece footrest, adjustable height and angle, 60 mm depth adjustable (in 4 intervals), flip-up just in combination with CODE 93	150 mm	280 - 430 mm
822*	shoe positioning straps (pair)		
823*	heel loops (pair)		

 $[\]ensuremath{^*}$ only in combination with CODE 54 and 808

14 Batteries and battery chargers

CODE	DESCRIPTION		RANGE 6 KM/H	RANGE 10 KM/H
5159	maintenance-free batteries	approx. 43 Ah (5h), 50 Ah (20 h)	30 km	25 km
5158	maintenance-free batteries	approx. 63 Ah (5h), 73 Ah (20h)	40 km	35 km
732	8 A battery charger	for 50 Ah (20h)		
733	12 A battery charger	for 73 Ah (20h)		

	Please tick your choice in the boxes Standard version: In case you do not make another selection we will generally deliver the standard version.				
15	Lighting				
	CODE	DESCRIPTION			
	932	active front and back LED lighting in accordance with StVZO			
16		nodules and accessories	CONTROL		
	CODE 408	VR2 power/control module	CONTROL none*		
	682	VR2 adjustment module for electrical tilt-in-space and electrical back adjustment	2 adjustment motors		
	702/415/ 678	R-NET power/adjustment/control module with LED display	6 adjustment motors		
	702/416/ 678	R-NET power/adjustment/control module with LCD colour display	6 adjustment motors		
	702/398/ 678	Power-/adjustment-/joystick module R-NET with bis 3,5"- LCD colour display and IR/Bluetooth, incl. light sensor	6 adjustment motors		
	4571	OMNI module for special controls (just in combination with R-Net)	6 adjustment motors		
	918	ESP drive stabilisation module, just in combination with R-NET/LCD colour display			
	4615/4597	Separate seat control keyboard for direct selection and activation of up to 5 seat adjustments, also during driving (just in combination with R-NET), mounting on control module side			
	4615/4599	Separate seat control keyboard for direct selection and activation of up to 5 seat adjustments, also during driving (just in combination with R-NET), mounting on opposite side of control module			
*Activat	ion of two varial	ole motors in conjunction with adjustment module CODE 682; Software for programming of VR2 and R-N	IET on demand		
	Options :	for Joystick modules			
	CODE	DESCRIPTION			
	74	Mounting right			
	60	Mounting left			
* Activa	tion of two varia	ble motors			

17	Joystick	module	holder
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

CODE	DESCRIPTION
4859	Joystick module holder, length adjustable
4566	Joystick module holder, length and height adjustable
4860	Joystick module holder with adjustable length and height, swing-away to the side
4874	protective bracket for VR2 and R-net control module, not in combination with OMNI module CODE 4571
851	Joystick module holder for attendant (Joystick module repositionable from front to back) Just in combination with Push bar, one-piece CODE 814

4608

Please tick your choice in the boxes Standard version: In case you do not make another selection we will generally deliver the standard version.				
18 Special control modules and special controls				
	CODE	DESCRIPTION		
	4789	Additional joystick module with priority function for attendant incl. mounting on the back tube (Just in combination with CODE 814)		
	4660	Table-operated control, swing-away to the right, not in combination with CODE 24 side part		
	4661	Table-operated control, swing-away to the left, not in combination with CODE 24 side part		
	813	Table operation, swingable Just in combination with joystick module R-NET with LED-Display CODE 702/415, not in combination with CODE 24 side part		
	543	External on/off switch, green, diameter 63 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant. Just in combination with joystick module R-NET with LED-Display CODE 702/416 or OMNI Surround control CODE 4571		
	596	like CODE 543, yellow, diameter 63 mm		
	778	like CODE 543, green, diameter 30 mm		
	779	like CODE 543, yellow, diameter 30 mm		
	565	Chin operation, electric swing-away to the side. Just in combination with joystick module R-NET CODE 702 and OMNI Sourround control CODE 4571. (Custom deliveries require longer delivery time)		
	810	Chin operation, mechanic swing-away to the side. Just in combination with joystick module R-NET CODE 702 and OMNI CODE 4571. (Custom deliveries require longer delivery time)		
	794	Bluetooth PC mouse control		
	4611	MicroPilot zero-displacement joystick, just in combination with OMNI, CODE 4571		
	4600	MicroPilot zero-displacement joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571		
	4612	MicroGuide way-joystick, just in combination with OMNI, CODE 4571		
	4601	MicroGuide way-joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571		
	4940	Neckband holder in combination with CODE 4611 oder 4612		
	4613	TouchDrive control, just in combination with R-Net, CODE 702 and OMNI, CODE 4571		
-	oning and prog	ules and special controls often require further adjustment. That is why they generally cannot be considered a finished product. gramming are performed on-site with the participation of the user and a technician. Further special controls are possible on request.		
	4602	Joystick attachment MicroPilot Cork, with spring, soft		
	4603	Joystick attachment MicroPilot Cork, with spring, medium		
	4604	Joystick attachment MicroPilot colourful, with spring, soft		
	4605	Joystick attachment MicroPilot colourful, with spring, medium		
	4606	Joystick attachment MicroPilot blue, with spring, soft		
一	4607	Joystick attachment MicroPilot blue, with spring, medium		

Joystick attachment MicroGuide/MicroPilot Cork, without spring

	Please tick your choice in the boxes				
	Standard version: In case you do not make another selection we will generally deliver the standard version.				
	CODE	DESCRIPTION			
$\overline{\Box}$		DESCRIPTION			
	4609	Joystick attachment MicroGuide/MicroPilot colourful, without spring			
	4610	Joystick attachment MicroGuide/MicroPilot blue, without spring			
	553	Tetra fork vertical			
	556	Tetra fork horizontal			
	734	Tetra fork horizontal, adjustable to hand's breadth			
	4589	Cone handle			
	4590	Ball handle			
	4591	T-handle			
	4593	Stick handle			
	4594	Knob handle			
	4595	Softball			
19	Frame (colour			
_	CODE	DESCRIPTION			
Ш	5220	Frame colour in accent colour			
	Accent	colours			
	CODE	"SEAT/BACK TUBES/ACCENT SIDE PANEL/ TWO-PIECE LEGREST/RIM INSERTS"			
	207	matt black structure (without rim inserts)			
	212	polar white			
	186	magic blue			
	227	red metallic			
	180	lemon reflex			
\Box	214	sun yellow			

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

	Please tick your choice in the boxes Standard version: In case you do not make another selection we will generally deliver the standard version. Accessories			
20				
20	CODE	DESCRIPTION		
	994	luggage rack with metal rods		
	906	right rear-view mirror		
	927	left rear-view mirror		
	4795	Immobiliser system, key only in combination with R-Net		
	676	rear reflector		
	833	safety belt with lock		
	4646	therapy table can be swung away to the side		
	781	USB charging slot		

Tube for mobile phone holder

782*

^{*} not in combination with OMNI CODE 4571







CODE 118



CODE 27



CODE 736



CODE 913



CODE 2032



CODE 25



CODE 106



CODE 93



CODE 93/808



CODE 5100



CODE 932



CODE 408



CODE 702/415



CODE 702/416



CODE 702/398/678



CODE 4615



CODE 408/4860



CODE 702/408/4860



CODE 4789



CODE 4660



CODE 4940



CODE 553



CODE 556



CODE 734







CODE 4590



CODE 4591



CODE 4593



CODE 4594



CODE 4595



CODE 4606/4607



CODE 4602/4603



CODE 4604/4605



CODE 994



CODE 833



CODE 4646



CODE 781



CODE 782

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 by 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 denosit
- **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 functionrelated 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.

Any cleaning and/or disinfection costs incurred in

connection with approved returns will be charged at a flat rate of at least EUR 79 net.

12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

12B.1. 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

 Rehabilitation products shall be credited in full.
 In principle, orders for custom wheelchairs and sports wheelchairs cannot be cancelled.

for delivery, the following shall apply:

- 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.