iCHAIR MC2 RS 1.615







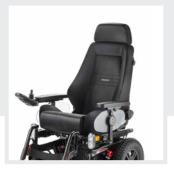
15" drive wheels



Side guard lighting with custom engraving



Black-red RS design



Recaro seat in black Artificial leather

Extremely sporty

COST EFFECTIVENESS

- efficiency thanks to simple maintenance and a high degree of ease in servicing
- little need for repairs as a result of the use of high-end and long-life components
- the modular design of the iCHAIR family means great compatibility of components
- multiple settings allow for individual adjustment
- optimal user size limits such as a standard user weight of 160 kg make reuse easier

THERAPEUTIC BENEFITS

- ideal for maintaining mobility at home, at the work station and around the office
- effective pressure relief and relaxed positioning for long periods of sitting are facilitated by the large, electrically operated adjusting areas
- various seat units for corresponding to individual needs

APPLICATIONS

- for both indoors and out
- for permanent and all-day use for independent mobility, even for more advanced functional disorders
- for working and active people who require a wheelchair for numerous different everyday situations
- suitable for outdoor use thanks to large tyres as standard and optionally available 13 km/h version
- interior spaces are mastered with ease thanks to the compact design and high manoeuvrability

O ORDER

QUOTATION

CUSTOM-MADE VERSION

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





iCHAIR MC2 RS 1.615

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 1) 2)	380 – 650
Seat depth ²⁾	400 - 560 / 480 - 530
Back height ²⁾	530 - 570 / 640
Lower leg length 2)	350 - 500 / 350 - 500
Armrest height 2)	180 – 290 / 180 – 290
Seat height at front 2)	530 - 600 / 580 - 650
Length with footrests	1.130
Length without footrests	830
Width ³⁾ when ready for use	635
Height without headrest 3)	1.010 – 1.130

Transport dimensions length	830
Transport height min.	590 – 660
Wheel size at front	260 x 70 (10")
Wheel size at rear	380 x 75 (15")
Max. obstacle height ⁴⁾	60
Turning radius	840

See category 01 seat width
 FrgoSeat/RECARO seat units, seat angle is 4°
 FrgoSeat seat unit
 Al 120 mm including stair climber

Please tick your choice in the boxes
Standard version: In case you do not

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

Technical data

Empty weight when transported min. for basic equipment 5)	100
Max. weight of user	160
Permitted overall weight including options	320
Max. additional load	10

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.

Travel speed km/h	6/13
Motor output W	2 x 300 / 2 x 350
Range with battery 63 Ah (5 h), 73 Ah (20 h) max. in km ⁶⁾	35-40
Permitted gradients/descents	15 %
Steering method	indirect
Electrical tilt-in-space 7)	-2° to 26°
Mechanical tilt-in-space	0° to 10°
Electrical backrest angle	-10° to 50°
Mechanical backrest angle	-10° to 30°

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Chassis/motorisation

	Speed	Motor power	Range
115	6 km/h	2 x 300 W	40 km
120	13 km/h incl. 120A Power module	2 x 350 W	35 km

Just in combination with CODE 833 lap belt

Chassis options

892	standard suspension recommended for user weights of up to 120 kg
891	standard suspension recommended for user weights up to 120 - 160 kg

01 Seat width (SW)

CODE	DESCRIPTION	
38	SW 380 mm	seat width can be adjusted progressively from 380 to 500 mm via the armrests (width of seat 380 mm)
43	SW 430 mm	seat width can be adjusted progressively from 430 to 550 mm via the armrests (width of seat 430 mm)
48	SW 480 mm	seat width can be adjusted progressively from 480 to 600 mm via the armrests (width of seat 480 mm)
53	SW 530 mm	seat width can be adjusted progressively from 530 to 650 mm via the armrests (width of seat 530 mm)

02

Seat depth (SD)

 $^{^{5)}}$ Without leg rests and armrests

⁶⁾ See category 00 chassis/motorisation

⁷⁾ The adjusting area may deviate by up to +/-3° for each SH and size of the castors

:	Please tick your choice in the boxes Standard version: In case you do not make another selection we will generally deliver the standard version.						
03	Castors	(front soat hoight (FSH) combined witl	a castor (withou	it soat eus	hian)	
05		red with 4° inclination, upper ed		i custoi (Withou	n seut cus	111011)	
			-9				
CODE	DESC	RIPTION Ø X W	INCH / MM	FRONT SEAT HE			
142	tvres	with aluminium rims	10" 260 x 70	460**	500	530	
2142*	** Wide	cross tyre with lug tread rain use	10" 260 x 85				
*Just in	combination	nt of the seat cushion * with 4° with seat width 380 and 430 n with CODE 816 (splash guar					
	Castor o	ptions					
	CODE	DESCRIPTION					
	146	pneumatic tyres with p	uncture protection				
	900	puncture-resistant tyre	S				
	816	splash guard for castor:	5				
	Rear wh	neels					
	Rear wh						
	CODE	DESCRIPTION	ns with stud profile	380 x 85			
	CODE 772	DESCRIPTION 15" tyres, aluminium rir		380 x 85 360 x 125			
*** Not	CODE 772 2460****	DESCRIPTION 15" tyres, aluminium rir	lug tread for terrain use				
	772 2460****	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with	lug tread for terrain use				
	772 2460****	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with on with CODE 824 (splash gua	lug tread for terrain use				
	CODE 772 2460**** in combinati	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with on with CODE 824 (splash gua	n lug tread for terrain use				
	772 2460**** in combinati	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with on with CODE 824 (splash guaranteel options pneumatic tyres	n lug tread for terrain use				
04	772 2460**** in combinati Rear wh 482 904	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with on with CODE 824 (splash guaranteel options pneumatic tyres puncture-resistant tyre	n lug tread for terrain use				
	CODE 772 2460**** in combinati Rear wh 482 904 824	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with on with CODE 824 (splash guar neel options pneumatic tyres puncture-resistant tyre splash guard for rear w	n lug tread for terrain use				
	772 2460**** in combinati Rear wh 482 904	DESCRIPTION 15" tyres, aluminium rir Wide 14" cross tyre with on with CODE 824 (splash guar neel options pneumatic tyres puncture-resistant tyre splash guard for rear w	n lug tread for terrain use				

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

06 Tilt-in-space

 CODE	DESCRIPTION	INCLINATION
119	Mechanical tilt-in-space, progressive	0° to 10°
118	Electrical tilt-in-space, progressively by 28 degrees*	-2° to 26°
4118	Electrical tilt-in-space, progressively by 50 degrees	0° to 50°

^{*} The adjustment area may vary by max. $+/-3^{\circ}$ depending on the SH and size of the castors.

07 Seat and seat systems

CODE	DESCRIPTION	SEAT DEPTH
948 / 615	ErgoSeat seat	400 mm
948 / 788	ErgoSeat seat	430 mm
948 / 619	ErgoSeat seat	460 mm
948 / 792	ErgoSeat seat	490 mm
948 / 793	ErgoSeat seat	530 mm
948 / 356	ErgoSeat seat	560 mm

Seat and seat systems

CODE	DESCRIPTION
579	RECARO seat unit, special S with mechanical back
567	RECARO seat unit, special F with electrical back
580	RECARO seat unit, special M with mechanical back
578	RECARO seat unit, special W with electrical back
581	RECARO seat unit, special L with mechanical back
584	RECARO seat unit, special X with electrical back

		at covers		
	CODE 297	DESCRIPTION ErgoSeat seat, fabric, RS Design red/black		
	4980	ErgoSeat cover, incontinence, black		
	Back ar CODE	de back systems DESCRIPTION		
	608	Round tubes, 22 mm, incl. Push bar, one-piece, without back upholstery, prepared for external back systems*		
	949	ErgoSeat back, height: 530 mm, convertible to	570 mm	
	2019	ErgoSeat Pro comfort back, textile black, heig mm, convertible into 570 mm, just in combin with seat width 430 and 480 mm		
	ted for armre	est CODE 24 which can be pivoted up and pad CODE 957 ar	d 954	
ot suite			d 954 CODE / THICKNESS IN MM	
ot suite	Accesso	est CODE 24 which can be pivoted up and pad CODE 957 ar		

	CODE	DESCRIPTION		
	814	one-piece push bar		
	2814	one-piece push bar, only in combination with RECARO		
	410	separate push bars including stabilisation bar		
	913	headrest, faux leather black		
	401	mechanical back adjustment	-10° to 30°	10° intervals
$\overline{\Box}$	25	electrical back adjustment	-10° to 50°	nrogressive

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

Side guards and armrests

1 = removable 2 = height adjustable 3 = width adjustable 4 = depth adjustable

Please note the marked functional features.

CODE	DESCRIPTION	1	2	3	4	
106	Standard side guard with padded armrest and black clothing guard	•	•	•	•	
4960	Side guard with padded armrest, black clothing guard with colour insert and slight trough in the armrest	•	•	•	•	
21	Side guard with padded armrest, black clothing guard and long angled armrest	•	•	•	•	
24	side guard with padded armrest, swing-up and angle adjustable, varying armrest height = 190 - 230 mm only in combination with CODE 4859 control module holder	-	•	-	-	
773*	Red LED lighting for clothes guard including custom engraving. Please enter your desired text:		2 mm (max. 3 mm (max. 			
774*	Blue LED lighting for clothes guard including custom engraving.		2 mm (max. 3 mm (max.		· 	
	Please enter your desired text:					

^{*} not in combination with crutch holder CODE 970

Hemiplegia armrest

CODE	DESCRIPTION
4982	Hemiplegia armrest, pivoted and height adjustable, for lower leg lenght of 360 mm +/- 20 mm (until center of hand); only in combination with CODE 106, 4960 and 21; always opposite of control module side
4985	Hemiplegia handrest, flat
4987	Hemiplegia handrest, ergonomic handle "left"; only in combination with CODE 74
4986	Hemiplegia handrest, ergonomic handle "right"; only in combination with CODE 60
4983	Extension for hemiplegia armrest, for lower leg lenght of 460 mm +/- 20 mm (until center of hand)

"Please note that a complete hemiplegia armrest consists of the armrest as well as a handrest. Hemiplegia armrests not in conj. with CODE 4660, 4661, 813, 4646 and 782. Rear-view mirror and mobile phone bracket cannot be mounted on a hemiplegia

Leg rests

CODE	DESCRIPTION	54	798
93	leg supports, removable and swing-away including calve band red/black	•	•
92	leg rests, swing-up, removable and swing-away	-	•
86	leg supports can swing up electrically, removable, swing-away	-	•

	-	r choice in the boxes on: In case you do not make another selection we wi	ll generally deli	iver the standard versi	ion.			
	Footrest	5						
	CODE	DESCRIPTION	DEPTH	LSL	92	93	86	
	54	one-piece footrest, 60 mm depth-adjust- able (in 4 intervals), flip-up, height and angle adjustable	150 mm	280 - 430 mm	-	•	-	
	798	separate footrests, flip-up, height and angle adjustable	150 mm	280 - 430 mm	•	•	-	
	822	shoe positioning straps (pair)						
	823	heel loops (pair)						
ase r	note that with t	he different seat units, the LSL increases accordin	gly: standard	seat cushion +60 mn	n, ErgoSe	eat +70 m	m and RECARO +150 mm.	
	Batteries	s and battery chargers						
	CODE	DESCRIPTION						
	5158	Maintenance-free batteries approx. 6.	3 Ah (5h), 73	Ah (20h)				
]	733	Battery charger 12 A						
	Lighting							
	CODE	DESCRIPTION						
]	932	active LED lighting at the front and back i	n accordanc	e with StVZO				
	Control n	nodules and equipment DESCRIPTION						
]	702 / 415 / 678	power/adjustment/control module R-net	t with LED di	isplay				
]	702 / 416 / 678	power/adjustment/control module R-net	t with LCD co	olour display				
]	702 / 398 / 678	power-/adjustment-/joystick module R-N tooth, incl. light sensor	IET with big	3,5" LCD colour di	isplay a	nd IR/Bli	Je-	
]	918	ESP driving stability module just in comb	ination with	R-net / LCD colou	ur displa	ау		
	4571	OMNI module for special controls			•			
]	4615/4597	Separate seat control keyboard for direct ments, also during driving (just in combin side						
	4615/4599	Separate seat control keyboard for direct ments, also during driving (just in combir control module						
	Options :	for control module						
	CODE	DESCRIPTION						
	74	right-handed assembly						
1	60	left-handed assembly						

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

17 Control module holder

CODE	DESCRIPTION
4859	control module holder with adjustable length
4566	control module holder, adjustable length and height
4860	control module holder, adjustable length and height, swing-away
4874	protective bracket for the R-net control module, not in combination with OMNI module OMNI CODE 4571
851	control module holder for accompanying person (control module can be removed from the front and plugged into the back) only in combination with the one-piece push bar CODE 814

18 Special control modules and special controls

CODE	DESCRIPTION
4789	additional control module with priority circuit for the accompanying person including assembly on the rear tube (only in connection with CODE 814)
4660	tabletop with gap (in the middle) for a control module, mounted to swing away to the right, not in combination with CODE 24 side guard
4661	tabletop with gap (in the middle) for control module, mounted to swing away to the left, not in combination with CODE 24 side guard
813	table control, can be swung both to the left and right only in combination with R-net control module with LED display CODE 702/415, not in combination with CODE 24 side guard
543	external On/Off button, green, diameter 63 mm, for users with difficulty using the buttons of the control module or as an emergency/off function for an accompanying person only in combination with the R-net control module with the LCD colour display CODE 702/416 or OMNI environmental control CODE 4571
596	as with CODE 543, yellow, diameter 63 mm
778	as with CODE 543, green, 30 mm diameter
779	as with CODE 543, yellow, diameter 30 mm
565	chin control, can be electronically swung away to the side, only in combination with R-NET control module CODE 702 and OMNI environmental control CODE 4571
810	chin control, can be mechanically swung away to the side, only in combination with R-NET control module CODE 702 and OMNI environmental control CODE 4571
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

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

Joystick attachments

CODE	DESCRIPTION
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
4607	Joystick attachment MicroPilot blue, with spring, medium
4608	Joystick attachment MicroGuide/MicroPilot Cork, without spring
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 (colours
	CODE	DESCRIPTION
	207	matt black including RS colour scheme, red elements

Sta	andard vers	ion: In case you do not make another selection we will generally deliver the standard version.
A	Accesso	ries
	CODE	DESCRIPTION
	994	Luggage rack with metal rods
	906	right rear-view mirror
]	927	left rear-view mirror
] 2	2676	high-visibility film at the rear
] (676	rear reflector
] 4	4795	Immobiliser system, key
] 9	970	crutch holder
] 8	833	safety belt with lock, standard for the 15 km/h version
] ∠	4646	therapy table can be swung away to the side
] 8	862	stair climber
] (957	rigid pads (pair)
]	954	swing-away pads (pair)
] 7	781	USB charging slot
] 7	782*	Tube for mobile phone holder
in con	mbination w	ith OMNI CODE 4571
der ı	remarks	5 :

Date: Signature:







CODE 772



CODE 773



CODE 4982/4987



CODE 948/949/297



CODE 774



CODE 932



CODE 702/416/678



CODE 4571



CODE 702/398/678



CODE 4615



CODE 4860



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.