# **AVANTI PRO**

1,735











Unique brake with extremely low actuating force



On track



Individual chassis adjustment

# Just like a pro!

### **EFFICIENCY**

- Compatibility with MEYRA's modular system
- Extensive network of specialist retailers ensures a secure supply of spare parts
- High variability without the need to swap parts

#### THERAPEUTIC BENEFIT

- Fine adjustment
- Two frame lengths enable very good proportional allocation
- Wide variety of therapeutically proven accessories
- Equipment adaptable to personal needs even with changing medical conditions
- One-piece frame with integrated legrests
- Extensive modular system

### USE

- Adaptive wheelchair for universal everyday use
- Long-term care with high adaptation requirement
- Very well suited for a wide range of medical conditions
- For paraplegic care
- User weight up to 135 kg and up to seat width 580 mm

O ORDER

### O COST ESTIMATE

CUSTOM DESIGN

Please fax the completed order form to: +4957339229311 Customer service: +495733922311

Billing address / Customer ref. no.:

Delivery address:

Consignment / Comments:









### **AVANTI PRO 1.735**

All prices subject to VAT at the prevailing rate! Valid from 01.01.2020 – 31.12.2020. Our Terms and Conditions as stated at **www.meyra.de/AGB** shall apply.



### **Specifications**

352 FRAME STANDARD	353 FRAME LONG
360 - 580	360 - 580
SW + 190 (with side pane	el CODE 100 SW +180)
280	)
350 - 430	460 – 500
440 - 520 / 420 - 520	440 - 520 / 420 - 520
920	920
340 - 440	340 - 440
200 - 290	200 - 290
870 - 960	925 – 1015
	360 - 580 SW + 190 (with side pane 280 350 - 430 440 - 520 / 420 - 520 920 340 - 440 200 - 290

User weight	135
Min. empty weight	from 11
Permissible total weight	from 146
Transport weight	8.5
Drive wheel	610 (24")
Seat tilt	0° - 10°

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance  $\pm$  10 mm

#### Caution!

Please note when using public transport (e.g. trains): the dimensions of the wheelchair may exceed the transport company guidelines. Please enquire beforehand. When using auxiliary drives, the permissible total weight must not be exceeded.

<sup>\*</sup> depending on frame length, wheel size and axle position

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

### 00 Frame design (frame length)

The AVANTI PRO is available in two frame lengths. The frame length depends on the selected seat depth and is configured automatically. With all frame lengths, the frame design guarantees maximum legroom and optimum sit to stand transfer.

 CODE	DESCRIPTION	SD
352	Frame standard	350 - 430 mm
353	Frame long	460 - 500 mm
903	Reinforced caster forks, recommended when using auxiliary drives and with heavier user weight	

Please bear in mind your seat depth and specify this accordingly in category 02!

# Seat width (SW)

CODE	DESCRIPTION		FRAME CODE
36	SW 360 mm		352 and 353
38	SW 380 mm		352 and 353
40	SW 400 mm		352 and 353
342	SW 420 mm		352 and 353
344	SW 440 mm		352 and 353
46	SW 460 mm		352 and 353
48	SW 480 mm	With aluminium double cross brace	352 and 353
350	SW 500 mm	With aluminium double cross brace	352 and 353
53	SW 530 mm	With aluminium double cross brace	352 and 353
358	SW 580 mm	Aluminium double cross brace, only with pushbar CODE 814 and footrest CODE 54	352 and 353
4541	SW 360 - 460 mm	Aluminium double cross brace, recommended with use of auxiliary drives or high loads	352 and 353

# Seat depth (SD)

 CODE	DESCRIPTION	FRAME CODE
610	SD 350 mm	352, only for SW 360 - 460 mm
368	SD 380 mm	352, only for SW 360 - 460 mm
615	SD 400 mm	352
788	SD 430 mm	352
619	SD 460 mm	353
787	SD 480 mm	353
792	SD 500 mm	353

24"

24"

user weight up to 90 kg!

Recommended for user weight over 100 kg or dynamic driving style!

Not in conjunction with PU tyres CODE 902 and drum brake CODE 706

"Light" wheel incl. Schwalbe RightRun light tyre and black aluminium hand rim, not in conjunction with 3° wheel camber CODE 907. (pair). Recommended for

695

752

		ct by ticking the relev						
	Standard v	ersion: If no other sele	ection is made, the standard version	will be deli	vered.			
	Xtren	ds drive whee	ls					
	CODE	ARTICLE	DESCRIPTION				Ø	
	688	1068705	Six star incl. 8 bar high-pre (pair)	ssure tyre	s and alumii	nium hand rim	24 x 1"	
	688	1068713	Black Light incl. Schwalbe I um hand rim (pair)	Marathor	Plus Evoluti	on and alumini-	24 x 1"	
	688	blue 108 red 108	1354 New Activ 1356 ONE tyre, I		vith radial sp and hand rin	ookes, Schwalbe n, colour	24 x 1"	
	Drive	wheel options	5					
	CODE	DESCRIPTIO	N					
	880	60 mm W	/heelbase extension					
	Whee	l camber						
	CODE	DESCRIPTIO	N					
	907		ber, not in combination with tension CODE 880	drum bra	ake CODE 70	6 and/or		
06	Measuren		<b>eel position (setting c</b> be to centre of axle (see enclosed in	formation)	of gravity			
Positio			A	В		C		D
Select	ion							
07	Tyres	(not in combir	nation with Xtrends w	heels)				
	CODE	DESCRIPTION		Ø	Ø	Ø	Ø	
	486		with groove tread	22 x 1"	22 x 1 <sup>3/8</sup> "	24 x 1"	24 x 1 <sup>3/8</sup> "	
	395	puncture-resistar				24 x 1"		
	902	PU tyres, puncture with Active whee	re-proof, not in conjunction el CODE 695	22 x 1"	22 x 1 <sup>3/8</sup> "	24 × 1"	24 x 1 <sup>3/8</sup> "	
	897	Schwalbe Marath puncture-resistar	non Plus Evolution tyres, nt, 10 bar	22 x 1"		24 x 1"		
	363		lain tread tyres, puncture-re-			24 x 1"		

Bear in mind tyre width in combination with drive wheels! See category 05 Seat height in combination with drive wheel.

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

We cannot accept liability for any abrasion damage to flooring.

73

		by ticking the relevant boxes ion: If no other selection is made, the standard version will be delivered.	
08	Hand rin	ns and hand rim options (not in combination with Xtren	ds wheels)
	CODE	DESCRIPTION	
	494	Aluminium, not in conjunction with Active wheel CODE 695	24"
	493	Brightly polished stainless steel	24"
	871	<b>Double hand rims</b> for seat widths up to 480 mm Only in conjunction with PU tyres CODE 902 Not in conjunction with drum brakes CODE 706	24"x 1"
	168	Optigripp special hand rims for tetraplegics, including wide hand rim clearance CODE 693	24"
	166	Silicone hand rim cover, smooth, black not in conjunction with Active wheel CODE 695	24"
	692	Narrow hand rim clearance	24"
	693	Hand rim clearance 25 wide	24"
	849	Curve L, aluminium black powder coated, ergonomic hand rim profile, H Active wheel CODE 695 and standard wheel CODE 651 and 2651	H 31 mm, only in conjunction with
	850	Curve L Tetra Grip, slip-resistant coating, aluminium, suitable for tetraple 31 mm, only in conjunction with Active Wheel CODE 695 and standard	
	853	GEKKO, aluminium black powder coated with replaceable rubber lip, ergonly in conjunction with Active wheel CODE 695 and standard wheel CODE 695.	
09	Seat bel	t (standard seat belt as standard) / seat cushion	
	CODE	DESCRIPTION	
	247	Seat belt sag tension-adjustable	
	560	Seat cushion, Trevira CS 30 mm	
	561	Seat cushion, Trevira CS 60 mm	
10	Brakes		
	CODE	DESCRIPTION	
	651	Pressure brake for user	
	650/60	One-hand pressure brake left (incl. brake lever long, hinged), not in con 100 and CODE 748	
	650/74	One-hand pressure brake right (incl. brake lever long, hinged), not in co 100 and CODE 748	njunction with CODE
	681	Brake lever extension, hinged	
	680/706	Pressure brake for user and drum brake for attendant	
	986	Attachable brake lever extension	

Side panel brake, brake integrated in clothing guard. Only in conjunction with CODE 100

	Please	select by	ticking	the	relevant	boxes
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**Standard version:** If no other selection is made, the standard version will be delivered.

# 11 Back strap height (BH)

CODE	DESCRIPTION	HEIGHT
434/575	Back strap, adjustable via hook and loop fasteners	340 mm
436/575	Back strap, adjustable via hook and loop fasteners	360 mm
438/575	Back strap, adjustable via hook and loop fasteners	380 mm
635/575	Back strap, adjustable via hook and loop fasteners	400 mm
442/575	Back strap, adjustable via hook and loop fasteners	420 mm
444/575	Back strap, adjustable via hook and loop fasteners	440 mm
2046/575	Back strap, adjustable via hook and loop fasteners, not in conjunction with push handle CODE 502	460 mm
634/575	Back strap, adjustable via hook and loop fasteners, not in conjunction with push handle CODE 502	480 mm
637/575	Back strap, adjustable via hook and loop fasteners, not in conjunction with push handle CODE 502	500 mm
983/575	Telescopic back height adjustment in four 15 mm increments, back strap adjustable via hook and loop fasteners, not in conjunction with push handle CODE 502	350 - 410 mm
984/575	Telescopic back height adjustment in four 15 mm increments, back strap adjustable via hook and loop fasteners, not in conjunction with push handle CODE 502	400 - 460 mm

# 12 Backrest angle

### CODE DESCRIPTION

621	Back without lumbar contour
622	Back with lumbar contour
29	Back, angle-adjustable from seat surface, +/-10° in 5° increments, from back height 380 mm up. Not in conjunction with lumbar contour CODE 622

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be delivered

### **Backrest options**

CODE	COMPATIBLE WITH CODE	621	622	502
410	Push handles long	•	•	
413	Push handles short, not in conjunction with pushbar CODE 814 Not in conjunction with drum brake Code 706	•	•	
502	Push handle, mounted on back tube, infinitely variable height adjustment up to 170 mm	•	•	
814	Transverse pushbar, stabilises the back in the event of greater strain. Only in conjunction with push handle long CODE 410	•	•	•
238	Stabilising bracket for the back, folds with chair. Not in conjunction with push handle CODE 502. Recommended from SW 460 up!	•	•	
913	Headrest, 300 mm infinitely variable height adjustment, only in conjunction with pushbar CODE 814	•	•	•
2032	ErgoSeat Pro chest pelottes, small, pair. Recommended with back heights of 300 - 400 mm			
2021	ErgoSeat Pro chest pelottes, large, pair. Recommended with back heights of 400 - 500 mm			

### Side panels and armrests

Please observe the marked functional properties!

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

7 = space-saving swivel in

CODE	DESCRIPTION	1	2	3	4	5	6	7		
21	Reinforced side panel, push-button controlled height-adjustable armrest, extra long, suitable for therapy table		•	•	•	•		•		
81	Side panel incl. armrests height-adjustable, short, suitable for therapy table		•	•	•	•		•		
748	Aluminium side panel in frame colour, with cold weather liner incl. height-adjustable armrest (screw-retained), incl. 45 mm wheel covering. Not in conjunction with one-hand pressure brake Code 650	•					•			
100	Aluminium side panel in frame colour with cold weather liner, not in conjunction with one-hand pressure brake CODE 650	•					•			
98	Aluminium side panel in frame colour, with cold weather liner and 50 mm wheel covering									

2205

with Hemi castor fork CODE 173/4906

		by ticking the relevant boxes is signal to be delivered.						
14	Legrests and footrests							
	CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH				
	54	One-piece footrest, 60 mm depth-adjustable (in four steps), in frame colour, flip-up, height and angle-adjustable	150 mm	380 - 520				
	87	One-piece footrest, flip-up, 15 mm depth-adjustable, in frame colour, height and angle-adjustable, up to SW 480 mm	100 mm	380 - 520				
	4312	Stable aluminium profile LED footrest incl. headlamp and tail light in frame colour, one-piece, height, depth and angle-adjustable, incl. Bluetooth module (from seat width 360 mm up)						
	4313	Stable aluminium profile LED footrest incl. headlamp and tail light in frame colour, one-piece, height, depth and angle-adjustable (from seat width 360 mm up)						
		Required lower leg length in mm (measured without seat cushion) Factory default setting of lower leg length from 380 to 520 mm depending on codin	ng.					
	Footres	t accessories						
	359	Calf strap						
15	Frame o	<i>colours</i> DESCRIPTION						
	130	Titanium grey						
	206	Matt black						
	212	Polar white						
	216	Jet black						
$\Box$	224	Blue metallic						
	227	Red metallic						
	4919	Silverline						
	4040	Downtown grey						
	4041	Magic blue matt						
	4042	Blue metallic matt						
	4044	Red metallic matt						
Other fr	rame colours p	ossible on request at a surcharge! See range of colours in introduction to catalogue.						
	CODE	DESCRIPTION	CHOICE	OF FRAME COLOUR				
	2205	Caster fork and Varioblock in colour of choice. Not in conjunction						

### Stepper tube

per tubes

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309	Stepper tubes (one pair)
4930	One stepper tube, left-mounted
4931	One stepper tube, <b>right-mounted</b>

Support castor wheels, insertable, detachable (pair), only in conjunction with CODE 309 step-

### Therapy tables only in conjunction with side panel CODE 21 and 81

929	Plastic therapy table, transparent, adjustable from 380 to 580 mm seat width
930	Therapy table <b>for self-propelling user,</b> plastic, transparent, push-on for defined seat width, with front upstand. Possible from SW 380 mm up.

 $\textbf{Caution:} \ \text{With 24}'' \ \text{wheels and a rear seat height of less than 470 mm, there is a resulting limitation in terms of armrest height with use of the therapy table Code 929/930 in the contract of t$ 

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.  Other accessories							
	833	Retainer strap with buckle						
	970	Walking aid holder in conjunction with stepper tube						
	819	Passive lighting						
	912	Tyre pump with bracket						
	936	Sliding transfer board, plastic, for changing seats						
	951	Accessory net						
	679	Folding fixture						
* See s	* See separate order form for information on Ergo Seat Pro pelottes  **  **  **  **  **  **  **  **  **							
	261519300	X-TREME backpack						
	261519600	Wheel bag "BLACK WHEEL CASE", suitable for max. 2 x 24" wheels or either 1 x 25" or 1 x 26" wheel						
	1074231	Wheel bag "MEYRA ACTIVE", suitable for max. 3 x 28" wheels						
	206964600	3M spoke reflectors						

Date: Signature:
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**USER DETAILS** 

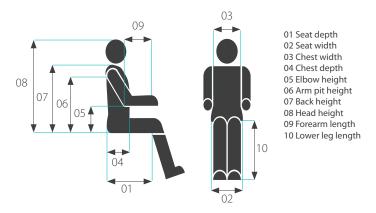
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

Please note that fields marked \* are mandatory!

### **BODY MEASUREMENTS (IN MM):**

Please refer to the sketches in the enclosed information!

1) Seat depth*:	
2) Seat width*:	
3) Chest width:	
4) Chest depth:	
5) Elbow height:	
6) Arm pit height:	
7) Back height:	
8) Head height:	
9) Forearm length:	
10) Lower leg length*:	
Height*:	
Weight (kg)*:	



All seat dimensions are always measured without seat cushion!

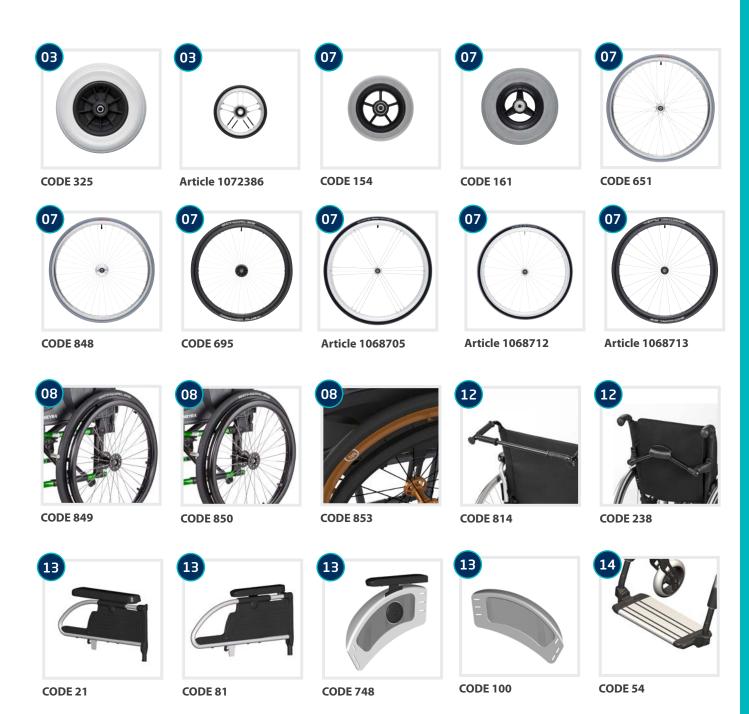
I hereby confirm that all details are complete and correct.
I consent to the information/data I provide and the pictures/vic
eos taken of me being passed on to MEYRA GmbH (Meyra-Ring
2, D-32689 Kalletal) and specialist retailer for the purposes of
implementing the contract/manufacturing the product.

Date/signature

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

Date/signature of the specialist retailer

Further information about our privacy policy can be found at www.meyra.de/datenschutz





**CODE 87** 



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

USER TYPE	PASSIVE	AVER	AVERAGE		
Position	А	В	С	D	
Distance * in mm	25	40	55	70	

<sup>\*</sup> Measurement: Centre of back tube to centre of axle in mm

# 08

### Total width in mm with narrow hand rim clearance

SEAT WIDTH	360	380	400	430	460	480	500	530	580
with 0° wheel camber (mm)	560	580	600	630	660	680	700	730	780
with 3° wheel camber (mm)	610	630	650	680	710	730	750	780	830
Size when folded with 0° wheel camber					280				
Size when folded with 3° wheel camber					330				

### Total width in mm with drum brake and 0° wheel camber

Ready to move	SW + 210
Size when folded	300

#### 1. GENERAL - SCOPE OF APPLICATION

- 1.1. The following trading and delivery terms and conditions (T&C) of the company MEYRA GmbH shall be valid for all contracts concluded with the customers of the company. They shall also apply to all future transactions with the customer, even without a separate new agreement.
- **1.2.** The customer accepts the T&C of MEYRA GmbH as binding for the present contract and also for all future contracts. Terms and conditions of the customer or third parties shall not apply. MEYRA GmbH shall not be bound by such terms and conditions, even if they are not expressly contradicted again in the individual
- 1.3. These conditions shall only apply if the customer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under

#### OFFER, CONCLUSION OF CONTRACT

- 2.1. MEYRA GmbH offers are subject to alteration and non-binding, unless they are expressly designated as
- 2.2. MEYRA GmbH can accept orders or commissions of the customer within 14 days of receipt by confirming the offer in writing.
- **2.3.** Confirmation of the offer in writing constitutes conclusion of the contract; this shall also apply to any alterations or additions to the orders.
- **2.4.** We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order. These documents may not be made accessible to third parties without our express written consent. Where we do not accept the customer's offer within the period specified in 2.2. these documents must be returned to us without

### 3. PRICES

- 3.1. Prices are calculated exclusively in EURO. All prices are net prices. The respective statutory amount of value added tax shall be paid in addition.
- 3.2. Unless agreed otherwise in writing, our prices are ex works excluding packaging and shipping. Packaging and shipping costs shall be invoiced separately.
- 3.3. Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permissible if more than four months lie between the conclusion of the contract and the agreed delivery date. In the event of wages or material costs increasing thereafter until completion, we shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery
- 3.4. For follow-up orders, MEYRA GmbH shall not be bound to the prices from a previous contract.
- 3.5. If the order value is below 150.00 € net value of goods, a minimum quantity surcharge of 9.50 € including freight shall be charged.

### **DISPATCH, TRANSFER OF RISK**

- **4.1.** The place of performance for deliveries is the registered office of MEYRA GmbH, unless expressly agreed otherwise.
- **4.2.** If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods (including partial deliveries) have been handed over to the third party designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the
- 4.3. In the event of claims due to transport damages or losses being asserted against MEYRA GmbH, the customer must note the damage on the freight documents or, in the event of losses, arrange for this to

- be recorded immediately and notify us of this within one week
- 4.4. Insurance against transport damage shall only be taken out at the express request and expense of the customer.
- 4.5. In the event of delays in handover or dispatch for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for
- 4.6. Where the customer specifies no specific instructions, the choice of the transport route and means shall be made by MEYRA GmbH, without guarantee and liability for the cheapest and fastest mode of dispatch.

#### **DELIVERY TIME, SCOPE OF DELIVERY**

- 5.1. Prospective delivery periods are to be understood as estimated delivery periods, unless a specific date has been expressly stipulated in writing.
- **5.2.** If the parties have agreed a delivery period, this shall commence on the date the order is confirmed. The delivery period shall be deemed to have been observed if the goods have left the factory or notification of readiness for dispatch has been given by the end of the delivery period
- 5.3. Compliance with agreed delivery and performance dates assumes the timely receipt of all documents to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled on time, the deadlines shall be extended accordingly.
- 5.4. MEYRA GmbH shall not be liable for delays in delivery arising from force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. strike, operational disturbances, delayed delivery by our own suppliers, transport delays, unfavourable weather conditions, etc.) for which it is not responsible. The delivery period shall be extended by the duration of the temporary hindrance to per formance for which MEYRA GmbH is not responsible, plus a reasonable period for resumption.
- 5.5. If the resulting delays exceed a period of six weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of performance concerned.
- 5.6. MEYRA GmbH shall be entitled to make partial deliveries insofar as the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods is guaranteed and no additional costs arise for the customer

### **PAYMENT**

- 6.1. Invoice amounts must be paid in full to one of the bank accounts specified by us within 30 days of receipt of the invoice. If the invoice is not for a spare part delivery or a repair invoice, the customer shall be entitled to a 2 % discount if payment is made within eight days of receipt of the invoice.
- 6.2. We shall only accept cheques and bills of exchange if this has been expressly agreed beforehand. Acceptance shall be on account of performance. Invoice adjustments for cheques and bills of exchange are subject to redemption. The value shall be credited effective as of the day we have access to the equivalent amount.
- **6.3.** If the customer fails to pay on the due date, the outstanding amounts shall bear interest at 8 % p.a. above the respective base interest rate. We reserve the right to assert higher damages caused by default.
- 6.4. In the event of the customer being in arrears with a payment, all other claims based on the same legal relationship shall become due for payment immediately without the need for separate notification.
- 6.5. The customer shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer shall only be authorised to exercise a right of retention insofar as his counterclaim

is based on the same contractual relationship. **6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

#### **RETENTION OF TITLE**

- **7.1.** The goods delivered by MEYRA GmbH shall remain the property of MEYRA GmbH until complete settlement of all claims against the customer, including future claims.
- 7.2. The customer may sell the reserved goods in the ordinary course of business. He shall not be entitled to dispose of the goods in any other way, in particular by way of security assignment or pledge. The claims of the customer arising from the resale of the reserved goods (including other claims such as insurance claims or claims arising from unlawful acts in the event of loss or destruction) are hereby assigned to MEYRA GmbH by way of security. MEYRA GmbH accepts the assignment. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations. In the event of the customer being in default of payment, we shall be entitled to revoke the collection authorisation.
- 7.3. If the reserved goods are processed by the customer, it is hereby agreed that the processing shall take place in the name and for the account of MEYRA GmbH as manufacturer and that MEYRA GmbH shall directly acquire ownership or - if the processing takes place from or in connection with materials of several owners or the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the subject of delivery to the value of the newly created item. If MEYRA GmbH loses its property through combination or commingling, or if it should not become the owner of the subject of delivery in the case of processing, the customer shall hereby in advance transfer to MEYRA GmbH a co-ownership share in the uniform item corresponding to the proportional value of the subject of delivery. MEYRA GmbH hereby accepts the offer. The delivery shall be replaced by gratuitous custody.
- **7.4.** The customer is obliged to inform us immediately of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents required to assert our rights. At the same time the customer shall inform the third party of MEYRA GmbH's right of ownership without being called upon to do so. Any costs arising in this connection shall be borne by the customer. 7.5. MEYRA GmbH undertakes to release the securities
- to which it is entitled at the customer's request insofar as they exceed the value of the claims to be secured by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH. 7.6. In the event of an insolvency petition concerning
- the customer, we hereby prohibit the resale or processing of our reserved goods and revoke our authorisation to collect the claims assigned to us. 7.7. In the event of default in payment by the
- customer, we shall be entitled to demand immediate surrender of the reserved goods.

#### **GUARANTEE / LIABILITY**

- **8.1.** The customer shall inspect the delivered goods immediately upon delivery. Insofar as obvious defects are concerned or defects that would have been found in the course of a thorough inspection, the customer must notify us of complaints in writing within one week of receipt of the delivery. After expiry of this period, any liability for these defects shall be excluded. Guarantee claims for concealed defects shall only exist if they are notified to us in writing within one week of being detected.
- 8.2. In cases of defective delivery, we shall have the right, at our discretion, to repair the defective item or to replace it with a new delivery free of defect. The customer is obliged to make the defective item available to us free of charge for inspection and rec-

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

- **8.3.** The guarantee shall lapse if the customer changes the subject of delivery or has it changed by third parties without our consent and the removal of the defect is thereby rendered impossible or unreasonably difficult. The customer shall, however, in any case bear the additional costs of remedying the defect incurred as a result of the change.
- **8.4.** Any guarantee which we may assume towards the first user of the rehabilitation equipment shall not be affected by the above provisions.
- **8.5.** Excluded from the warranty is the function-related wear of all articles, assemblies, batteries and spare parts supplied by us, as well as the inappropriate or improper storage, use or handling of the goods.
- **8.6.** Further claims of the customer, in particular for damages instead of performance and for compensation of any other direct or indirect damage - including accompanying or consequential damage, irrespective of the legal basis - are excluded. This shall not apply if MEYRA GmbH has fraudulently concealed a legal or material defect or if the damage is based on intent or gross negligence of MEYRA GmbH, its legal representatives or vicarious agents or a negligent violation of essential contractual obligations exists. Essential contractual obligations are such obligations of which the fulfilment is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. In the case of damage to property and financial losses caused by slight negligence, however, the liability of MEYRA GmbH to pay compensation is limited in amount to foreseeable damage typical for this type of contract. Furthermore, physical injury and/or damage to health caused by a culpable breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.
- **8.7.** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

### 9. LIMITATION

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

### 9.1. REPLACEMENT DEVICE SERVICE

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

- Replacement devices are refurbished and technically in order
- The defective device must be returned to MEYRA GmbH
- free of charge within 15 working days. The returned device shall become our property.
- If the device is not returned, we shall charge 95% of the new retail price for the replacement device delivered.
- The returned device must correspond to the type and design of the delivered replacement device.

Moreover the device must be reusable

- and may only show signs of wear appropriate to normal use.
- It is incumbent upon MEYRA GmbH to assess whether the returned device fulfils the aforementioned conditions.
- Should the conditions not be met, we shall also charge the aforementioned amount less the residual value of the returned device for the delivered replacement device.

# 10. PRODUCT SAFETY 10.1.PRODUCT RECALL

In the event of a product recall being necessary on account of a defect in the delivered goods or due to existing legal obligations, the customer is obliged to cooperate in implementing the product recall in order to enable an efficient execution thereof. In particular, the customer is obliged in the event of a necessary product recall to inform MEYRA GmbH about the whereabouts of the subjects of delivery in the further supply chain up to the end customer. For this purpose, the customer must maintain suitable documentation on an on-going basis about the whereabouts of the goods and make this available to MEYRA GmbH on request. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the obligations to cooperate specified here in order to ensure the execution of an efficient product recall. 10.2. The customer is obliged to instruct end customers in the handling and use of the delivered products by trained specialist staff. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the duty to instruct in handling and use of the delivered product specified here.

# 11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS

Attention is drawn to the fact that stricter statutory provisions apply in the case of MY INDIVIDUAL. Constructional modifications of MEYRA GmbH articles by the customer or a third party commissioned by him are only permissible if they comply with the safety requirements and have previously been consented to in writing by our management. For this purpose, a modified model and a design drawing shall be made available to us on request. In the event of constructional changes being made without the written consent of our management and damage arising to third parties as a result of the changes for which we are liable in the external relationship, the customer is obliged to indemnify us in the internal relationship against all claims of the third party.

#### 12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES

Goods returned without an enclosed copy of the delivery note or invoice will not be accepted for return. Goods returned (in their original packaging and absolutely as new) will be credited with 80% of the net value of the goods. Excluded from return are articles delivered more than three months previously, MY INDIVIDUAL, hygiene products, used and/or filled batteries and articles under EUR 100.00 net commodity value. Individually manufactured wheelchairs (e.g. children's and adaptive wheelchairs) are likewise excluded. The sender shall bear the transport risk. Any cleaning and/or disinfection costs incurred in connection with approved returns will be charged at a flat rate of at least EUR 79 net.

# 12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

**12B.1** It is not possible to cancel orders without the prior consent of MEYRA GmbH.

- **12B.2** Cancellations must be made in writing. **12B.3** If the cancellation of finished, deliverable products has been approved, the following shall apply:
- Rehabilitation articles will be credited in full. Custom wheelchairs and sports wheelchairs will not be accepted for cancellation.
- In the event of cancellation of adaptive wheelchairs, 20% of the net value of the goods will be retained.

The cancellation fee for power chairs and scooters is 5%. A 10% cancellation fee will be charged for standard and lightweight wheelchairs.

#### 12C. RETURN / DISPOSAL

Our prices are exclusive of the costs for the return and disposal of complete old devices of users other than private households. On request, we shall also organise the return and reuse/disposal of such devices, insofar as these were sold by us, against reimbursement of the costs incurred. Returns are not possible without the prior consent of MEYRA GmbH.

## 13. USE OF PERSONAL DATA

We are entitled to store personal data about the customer within the scope of the legal provisions, in particular the General Data Protection Regulation, and to process such data within the company.

#### 14. PLACE OF JURISDICTION, APPLICABLE

law, severability clause

- **14.1.** Unless expressly agreed otherwise, the place of performance shall be the registered office of MEYRA GmbH in Kalletal-Kalldorf.
- **14.2.** For all legal disputes arising from the contractual relationship, the place of jurisdiction shall be determined by our registered office in Kalletal-Kalldorf. We are also entitled to bring legal action against the customer at his place of jurisdiction.
- **14.3.** The law of the Federal Republic of Germany shall apply while excluding the UN Convention on Contracts for the International Sale of Goods.
- **14.4.** Should individual provisions of these Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.