HURRICANE DAILY

1.880 CUSTOM DESIGN







An everyday precision device at last



Side panel adapted individually to the sitting position



Clear-cut design



Extremely stable

A precision device for everyday use

EFFICIENCY

- Very durable and extremely stable due to the completely welded frame with immense material strength
- Optimum strength to weight ratio

THERAPEUTIC BENEFIT

- Made to measure wheelchair with open or closed frame ensures utmost precision in adaptation to the individual body measurements and needs of the user
- High weight saving due to welding of seat height, back and seat angle
- The chassis itself can be adjusted just as precisely, providing the greatest possible mobility for perfect handling
- The combination of weight saving and maximum strength, as well as the precisely tailored customisation for an optimal seating position and best ride quality, supports the rehabilitative goals in everyday life and during sports activities

USE

- Active wheelchair for users with high demands in terms of weight and ride quality
- For active wheelchair users in daily living

O ORDER / CUSTOM DESIGN O COST ESTIMATE

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

Billing address / Customer ref. no.: Delivery address: Consignment / Comments:





HURRICANE DAILY 1.880 CUSTOM DESIGN

All prices subject to VAT at the prevailing rate! Valid from 01.01.2022 – 31.12.2022. Our Terms and Conditions as stated at www.meyra.de/AGB shall apply. Find out more about this product at www.meyra.de.



Specifications

	HURRICANE S	HURRICANE DAILY
Empty weight	from 8 kg	from 8.5 kg
Max. user weight	100 kg	150 kg
Permissible total weight	115 kg	165 kg

Caution!

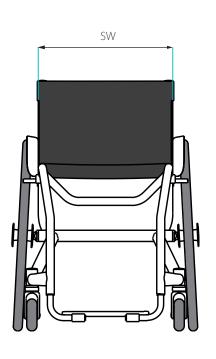
Please note when using public transport (e.g. trains): the dimensions of the wheelchair may exceed the transport company guidelines. Please enquire beforehand.

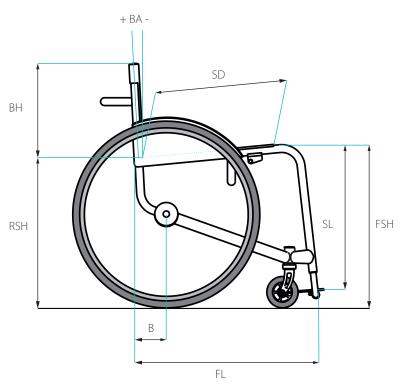
When using auxiliary drives, the permissible total weight must not be exceeded.

Please select by ticking the relevant boxes

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

01 Determination of wheelchair dimensions





Frame design (frame length)

CODE	NAME
348	Everyday version special active wheelchair in custom design, incl. 25 mm frame inset per side, up to 150 kg user weight
347	Everyday version special active wheelchair in custom design with open S frame, incl. 25 mm frame inset per side, up to 100 kg user weight
4950	Frame inset according to specification
600	Ergonomically adapted seat angle
Staff nu	mber:
3918	Without fitting*
3920	Fitting at MEYRA or at sports event (depending on the work involved, subsequent modifications will be subject to charge*, longer delivery time)
55700	Customisation by MEYRA specialist (appointment by arrangement)
3921	Fitting at specialist retailer (depending on the work involved, subsequent modifications will be subject to charge*, longer delivery time)

^{*} Pre-assembly, if applicable Shipping, dismantling

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

01 Determination of wheelchair dimensions

			NAME	CUSTOM MEASURE- MENT:
B*	Axle position	in mm	Horizontally from the middle of the drive wheel to the rear edge of the back tube at the level of the seat tube	
FL*	Frame length	in mm	Horizontally from the front edge of the legrest tube to the rear edge of the back tube at the level of the seat tube	
SW*	Seat width	in mm	From outer edge of seat tube to outer edge of seat tube	
SD*	Seat depth	in mm	Front edge of back tube to foremost point of the seat surface	
RSH*	Rear seat height	in mm	From road level to upper edge of seat tube, rear	
FSH*	Front seat height	in mm	From road level to upper edge of seat tube, front	
MSH	Middle seat height	in mm	Only in conjunction with ergonomic seat angle CODE 600	
С	Sitting position	in mm	Only in conjunction with ergonomic seat angle CODE 600	
	Frame inset per side	in mm		
SL*	Distance front seat height to footplate	in mm	Vertical upper edge of seat tube to upper edge of footplate	
BH*	Back height	in mm		
BA*	Backrest angle	in degrees	Without specification 90° standard perpendicular to ground Take +/- specification into account	

 $[\]mbox{\ensuremath{^{*}}}$ These measurements are required for the 3D configurator.

New: 3D configurator You can now have your Hurricane Daily /Hurricane S displayed in advance as a 3D drawing

Castor wheels

CODE	NAME	RIM	TYRES	ØXW
151	Castor wheel (pair)	Plastic	Solid rubber	100 x 23 mm
325	Castor wheel (pair)	Plastic	Solid rubber	125 x 30 mm
327	Castor wheel (pair)	Plastic	Soft solid rubber	142 x 37 mm
143	Castor wheel (pair)	Plastic	puncture-proof	150 x 32 mm
908	Tyres black, not in con	junction with C	ODE 143	
909	Tyres grey, not in conj	unction with CC	DE 143	

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

Xtrends castor wheels

CODE	ARTICLE	NAME	RIM	TYRES	ØXW
689	1068963	Lightwheel (pair)	Plastic	Solid rubber transparent / colour	100 x 23 mm
689	1072385	Castor wheel (pair)	Aluminium silver	Solid rubber	100 x 32 mm
689	1072386	Castor wheel (pair)	Aluminium silver	Solid rubber	125 x 32 mm
689	silver black 10	astor wheel (pair) 1088434 188436 1088444 1088440 1088442 1088438		Solid rubber	100 x 37 mm
689	silver black 10	astor wheel (pair) 1088446 188448 1088456 1088452 1088454 1088450		Solid rubber	125 x 37 mm

O3 Drive wheels (type)

CODE	NAME	Ø	Ø
651	SILVERDESIGN with radial spokes and high flange hub incl. quick release axle (pair)	24"	-
2651	Standard wheel, black	24"	-
695	Active wheel with radial spokes, high flange hub, hollow section rim (Jumbo rim) black Recommended for user weight over 100 kg or dynamic driving style!	24"	-
4964	Spinergy wheel 12 spoke black, 4 mm (White or orange spokes possible on request at a surcharge)	24"	-

	sion: If no other sel	ection is made, the standard version wil	l be delivered.			
Xtrends drive wheels (other wheel variants on request at a surcharge)						
CODE	ARTICLE	NAME		Ø		
688	1085185	Spinergy carbon drive wheel, and stainless steel hand rims	black spokes incl. Schwalbe One tyres (max. user weight 120 kg)	24" x 1"		
688	1075478	rim (jumbo rim) in black, incl	ses, high flange hub, hollow section . Marathon Plus Evolution and stainless ed for user weight over 100 kg or	25"×1"		
688	1075479	rim (jumbo rim) in black, incl	tes, high flange hub, hollow section . Marathon Plus Evolution and stainless ed for user weight over 100 kg or	26"×1"		
688	1068707	CROSS wheel incl. aluminium and stainless steel hand rim	wheel rim, heavy studded tread tyres	24" x 1.75"		
688	1068712	Ultra Light incl. 8 bar high-pre	essure tyres and aluminium hand rim	24" x 1"		
688	1068713	Black Light incl. Schwalbe Ma hand rim	rathon Plus Evolution and aluminium	24 x 1"		
688	red 108	blue 1080426 red 1080427 ONE tyres, hub, rim and hand rim, colour vellow 1080428 New Active wheel with radial spokes, Schwalbe 24 x 1"				
688	1087341	Day-Lite aluminium drive wh aluminium hand rims and bla	eel, black rim, hub and spokes. Black ack MBL Speedlite tyres	25 x 1"		
Drive w	heel sizes					
61	Drive wheels			24"		
Drive w Wheel d	rheel option camber	s				
478	1° wheel cam	nber				
907	3° wheel cam	nber				
454	4 6° wheel camber					
470	Other wheel	camber Degre	ee measurement on request			
Wheelb	ase extensi	on				
899	Wheelbase e	xtension mm	measurement acc. to specification, only	in conj. with CODE 348		

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

04 Hand rims and hand rim options

CODE	NAME	Ø
493	Brightly polished stainless steel	24"
168	Optigripp special hand rim for tetraplegics, black rubberised	24"
445	Titanium with 6 brackets	24"
849	Curve L, aluminium black powder coated, ergonomic hand rim profile, H 31 mm, only in conju Active wheel CODE 695 and Spinergy wheel CODE 4964 and standard wheel CODE 651 and 2	
850	Curve L Tetra Grip, slip-resistant coating, aluminium, suitable for tetraplegics, ergonomic hand H 31 mm, only in conjunction with Active Wheel CODE 695 and Spinergy wheel CODE 4964 at wheel CODE 651 and 2651	•
853	GEKKO, black anodised aluminium with replaceable rubber lip, ergonomic hand rim profile, H conjunction with Active wheel CODE 695 and Spinergy wheel art. no. 1073641,1073640 and st CODE 651 and 2651	
692	Narrow hand rim clearance	24"
693	Wide hand rim clearance	24"

05 Tyres

CODE	NAME	Ø
New 395	Maxxis VN Master Alpha Protect tyres black, puncture-resistant, 10 bar	24 x 1"
496	Pneumatic tyres, grey, 8 bar	24 x 1"
897	Marathon Plus Evolution tyres, black, puncture-resistant CAUTION! Limited delivery capacity	24 x 1"
363	Schwalbe ONE plain tread tyres, black, puncture-resistant CAUTION! Limited delivery capacity	24 x 1"
1080617	Tyre pressure monitoring system for 4-wheel vehicles	
1080618	Tyre pressure monitoring system for 2-wheel vehicles	

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.

Seat and back systems Back strap

CODE	NAME
235	Seat belt and back strap black
292	Back strap, anatomically adjustable via hook and loop fasteners, breathable

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

Backrest options

CODE	NAME
411	Without push handles
413	Push handles, short, fixed, anatomically shaped
141	Push handles, swing-away
3001	Back hinged to seat, only in conjunction with swivel up side panel CODE 3002

07 Ride® Java® Back Regular

	INNER DIMEN- SION OF THE BACK	SEAT WIDTH OF THE WHEELCHAIR	TOTAL WIDTH OF THE BACK	BACK HEIGHT	CODE			
HEIGHT: REGULAR 360 mm – DEPTH: REGULAR (80 mm)								
	330 mm	350 - 430 mm	360 mm	360 mm	7552			
	340 mm	380 - 450 mm	380 mm	360 mm	7553			
	370 mm	400 - 450 mm	410 mm	360 mm	7554			
	390 mm	430 - 500 mm	430 mm	360 mm	7555			
	420 mm	450 - 500 mm	460 mm	360 mm	7556			
	440 mm	500 - 550 mm	480 mm	360 mm	7557			
	470 mm	500 - 550 mm	510 mm	360 mm	7558			
HEIGHT	: REGULAR 360 r	mm – DEPTH: DEEP (15	0 mm)					
	330 mm	350 - 430 mm	360 mm	360 mm	7559			
	340 mm	380 - 450 mm	380 mm	360 mm	7560			
	370 mm	400 - 450 mm	410 mm	360 mm	7561			
	390 mm	430 - 500 mm	430 mm	360 mm	7562			
	420 mm	450 - 500 mm	460 mm	360 mm	7563			
	440 mm	500 - 550 mm	480 mm	360 mm	7564			
	470 mm	500 - 550 mm	510 mm	360 mm	7565			

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

Ride® Java® Back Tall

	INNER DIMEN- SION OF THE BACK	SEAT WIDTH OF THE WHEELCHAIR	TOTAL WIDTH OF THE BACK	BACK HEIGHT	CODE				
HEIGHT: TALL – DEPTH: REGULAR (80 mm)									
	330 mm	350 - 430 mm	360 mm	460 mm	7566				
	340 mm	380 - 450 mm	380 mm	460 mm	7567				
	370 mm	400 - 450 mm	410 mm	460 mm	7568				
	390 mm	430 - 500 mm	430 mm	460 mm	7569				
	420 mm	450 - 500 mm	460 mm	460 mm	7570				
	440 mm	500 - 550 mm	480 mm	460 mm	7571				
	470 mm	500 - 550 mm	510 mm	460 mm	7572				
HEIGH1	Γ: TALL – DEPTH:	DEEP (150 mm)							
	330 mm	350 - 430 mm	360 mm	460 mm	7573				
	340 mm	380 - 450 mm	380 mm	460 mm	7574				
	370 mm	400 - 450 mm	410 mm	460 mm	7575				
	390 mm	430 - 500 mm	430 mm	460 mm	7576				
	420 mm	450 - 500 mm	460 mm	460 mm	7577				
	440 mm	500 - 550 mm	480 mm	460 mm	7578				
	470 mm	500 - 550 mm	510 mm	460 mm	7579				

 $^{^{\}ast}$ Caution: without push handles from back height 350 mm, incl. push handles from RH 400 mm.

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

OB Seat cushion (material and colour as for back)

739	Seat cushion	30 mm	soft
740	Seat cushion	50 mm	soft
719	Seat cushion	30 mm	hard
720	Seat cushion	50 mm	hard

Netti Contour seat cushion

CODE	PARTS NUMBER	NAME	COVER	WIDTH	DEPTH
7199	197302	Netti Contour	Breathable 3D cover	40	40
7199	197303	Netti Contour	Breathable 3D cover	40	45
7199	197304	Netti Contour	Breathable 3D cover	43	40
7199	197305	Netti Contour	Breathable 3D cover	43	45
7199	197306	Netti Contour	Breathable 3D cover	45	40
7199	197307	Netti Contour	Breathable 3D cover	45	45
7199	197308	Netti Contour	Breathable 3D cover	45	50
7199	197309	Netti Contour	Breathable 3D cover	50	45
7199	197310	Netti Contour	Breathable 3D cover	50	50

P	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.

Ride Forward

					RIDE	FORWARD	(SEAT DE	PTH)				
SEAT WIDTH	230	250	280	300	330	360	380	410	430	460	480	510
250	7594	7500		7501								
280				7595		7596		7597				
300			7598	7502	7599	7656	7600	7504				
330						7601	7602					
360					7603	7505	7604	7506	7605	7507		
380						7606	7508	7607	7509	7608		
410							7609	7510	7511	7512	7610	7513
430								7611	7514	7515		
460							7612	7516	7613	7517	7614	7518
480								7615		7616		7617
510							7618	7519	7619	7520	7620	7521

All dimensions in mm

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

Ride Java cushions

		RIDE JAVA CUSHION (SEAT DEPTH)							
SEAT WIDTH	300 mm	330 mm	360 mm	380 mm	410 mm	430 mm	460 mm	480 mm	510 mm
300 mm	7636	7637	7638	7639	7640				
330 mm	7641	7642	7643	7644	7645				
360 mm	7646	7647	7522 	7648	7523		7649		
380 mm			7650	7524	7651	7525 	7652	7653	7654
410 mm			7655 	7656	7526	7657	7527	7658	7528
430 mm			7659	7660	7661	7529	7662	7663	7664
460 mm			7665	7666	7530	7667	7531	7668 	7532
480 mm			7669	7670	7671	7672	7673	7674	7675
510 mm			7676	7677	7533	7678	7534	7679	7535

09	Brakes
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CODE	NAME
305	Pressure brake for user
2595	"Light" aluminium pressure brake, swing-away

4049

Olive green matt

		t by ticking the relevant boxes r sion: If no other selection is made, the standard version will be delivered.					
10	-	nnels and armrests erve the marked functional properties!					
		2 = screw-retained 3 = swivel up 4 = with wheel covering					
	CODE	NAME	1	2	3	4	
	100	Aluminium side panel, incl. wheel covering	_	•	-	•	
	3002	Aluminium side panel, swivel up	_	•	•	•	
$\frac{\square}{\square}$	101	Only in conjunction with hinged back CODE 3001 Aluminium side panel, incl. wheel covering, welded					
	783	Carbon side panel, not in conjunction with folding back CODE 3001					
	703	Carbon side panel, not in conjunction with folding back CODE 3001					
11	Footres	StS ↑ Height-adjustable					
		•					
	CODE	NAME					
	311	Tubular footrest, aluminium					
	315	Tubular footrest, aluminium, incl. aluminium footplate					
	3003	Tubular footrest, aluminium, incl. aluminium footplate, height and angle-	adjustable				
12	Frame	colours					
	CODE	NAME					
	CODE						
	176	Aluminium natural					
	130	Titanium grey					
\vdash	2185	Brown metallic					
	206	Matt black					
	216	Jet black					
	4023	Signal white					
	227	Red metallic					
	183	Silver metallic					
	4922	Green metallic					
	4923	Orange metallic					
\perp	4040	Downtown grey					
	4041	Magic blue matt					
	4042	Blue metallic matt					
	4043	Brown metallic matt					
	4044	Red metallic matt					
	4045	Signal white matt					
	4046	Green metallic matt					
	4047	Purple metallic matt					
	4048	Copper metallic					

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.					
13	Wheelchai Hand prote	r options ectors and spoke guards				
	CODE	NAME				
	490	Transparent (Hurricane The Original)				
	Support ca	stor wheels				
	713	One support castor wheel, swing-away, right -mounted				
	691	Support castor wheels, one pair, swing-away (recommended)				
	Other optic	ons				
	359	Quick fastening calf strap, plastic, reinforced not for S frame CODE 347				
	261519600	Wheel bag "BLACK WHEEL CASE", suitable for max. 2 x 24" wheels or either 1 x 25" or 1 x 26" wheel				
	597	Leg protection pad for preventing pressure ulcers				

Date: Signature: As at: 2022-01-01

USER DETAILS

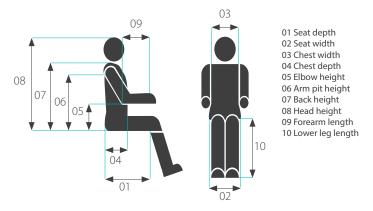
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

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 photos/videos taken of me being passed on to MEYRA GmbH (Meyra-Ring 2, 32689 Kalletal, Germany) and specialist retailers for the purposes of implementing the contract/manufacturing the product.

Date/signature

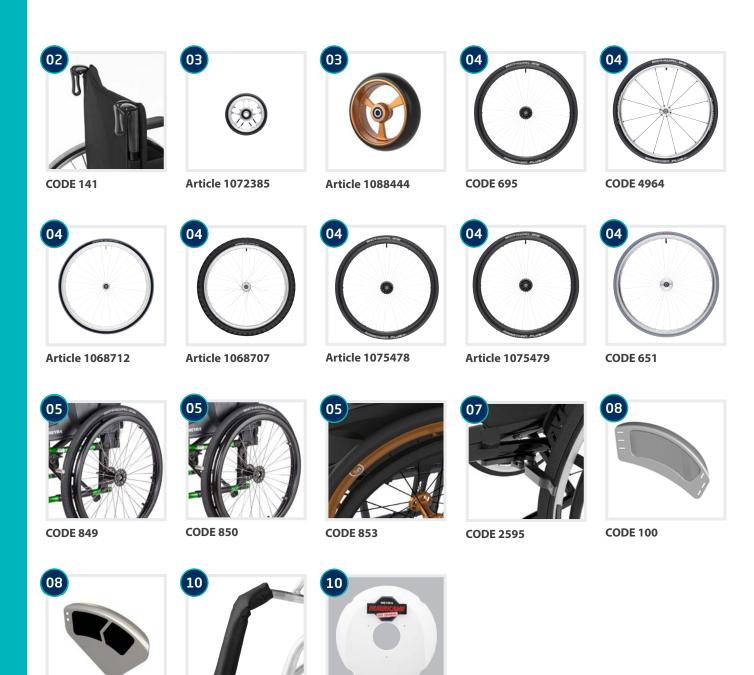
It is hereby confirmed that all details are complete and correct

Date/signature of the specialist retailer

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

CODE 3002

CODE 597



CODE 490

1. GENERAL - SCOPE OF APPLICATION

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

2. OFFER, CONCLUSION OF CONTRACT

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

3. PRICES

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

4. DISPATCH, TRANSFER OF RISK

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

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

5. DELIVERY TIME, SCOPE OF DELIVERY

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

6. PAYMENT

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

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

7. RETENTION OF TITLE

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

 7.5. MEYRA GmbH undertakes to release the securities to which it is entitled at the customer's request insofar
- as they exceed the value of the claims to be secured by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH. **7.6.** In the event of an insolvency petition concerning the customer, we hereby prohibit the resale or
- processing of our reserved goods and revoke our authorisation to collect the claims assigned to us.

 7.7. In the event of default in payment by the customer, we shall be entitled to demand immediate surrender of the reserved goods.

8. GUARANTEE / LIABILITY

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

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

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

9. LIMITATION

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

9.1. REPLACEMENT DEVICE SERVICE

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

- Replacement devices are refurbished and technically in order
- The defective device must be returned to MEYRA $\ensuremath{\mathsf{GmbH}}$
- free of charge within 15 working days. The returned device shall become our property.
- If the device is not returned, we shall charge 95% of the new retail price for the replacement device
- delivered.
- The returned device must correspond to the type and design of the delivered replacement device. Moreover the device must be reusable and may only show signs of wear

- appropriate to normal use.
- It is incumbent upon MEYRA GmbH to assess whether the returned device fulfils the aforementioned conditions.

MEYRA GmbH Should the conditions not be met, we shall also charge the aforementioned amount less the residual value of the returned device for the delivered replacement device.

10. PRODUCT SAFETY 10.1.PRODUCT RECALL

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

10.2. The customer is obliged to instruct end customers in the handling and use of the delivered products by trained specialist staff. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the duty to instruct in handling and use of the delivered product specified here.

11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS

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

12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES

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

12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

- **12B.1.** It is not possible to cancel orders without the prior consent of MEYRA GmbH.
- **12B.3.** Cancellations must be made in writing. **12B.3.** If the cancellation of finished, deliverable prod-

- ucts has been approved, the following shall apply:
- Rehabilitation articles will be credited in full.
 Custom wheelchairs and sports wheelchairs will not be accepted for cancellation.
- In the event of cancellation of adaptive wheelchairs, 20% of the net value of the goods will be retained.

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

12C. RETURN / DISPOSAL

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

13. USE OF PERSONAL DATA

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

14. PLACE OF JURISDICTION, APPLICABLE

law, severability clause

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