

# iCHAIR MC S

1.616



Authorised user weight  
75 kg (incl. additional load)



**MEYRA®**



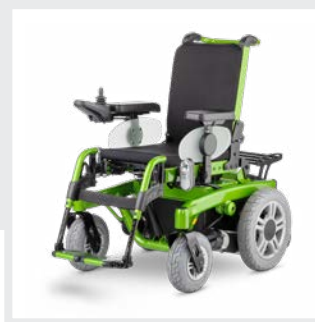
Central leg support,  
90° knee angle



200 mm seat lift, tilt-in-space



Frame colour yellow



Frame colour green

## The big small one

### **COST EFFECTIVENESS**

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

### **THERAPEUTIC BENEFITS**

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

### **APPLICATIONS**

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

☐ ORDER

☐ QUOTATION

☐ CUSTOM-MADE VERSION

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

Invoice address / customer no:

Delivery address:

Consignment / remarks:

**MEYRA**



Authorised user weight  
75 kg (incl. additional load)

## iChair mc S 1.616

All prices exclude VAT at the statutory rate. Valid from 01.01.2018 to 31.12.2018.  
Our general terms and conditions apply, which can be found on [www.meyra.de/en/gtc](http://www.meyra.de/en/gtc).



### Technical data

Seat width	300 - 440
Seat depth	300 - 400
Back height <sup>2)</sup>	390/440
Lower leg length <sup>1)</sup>	250 - 350
Armrest height <sup>1)</sup>	180 - 250
Seat height at front <sup>1)</sup>	420 - 470
Length with footrests	970
Length without footrests	790
Width when ready for use	580

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

<sup>1)</sup> Measured with 4° tilt-in-space (without seat cushion)

<sup>2)</sup> With adjustable back



Please tick your choice in the boxes

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

**Technical data****WEIGHT IN KG**

Empty weight when transported at least for basic equipment <sup>3)</sup>	89
Max. weight of user	75
Permitted overall weight including options	200
Max. additional load	10

<sup>3)</sup> Without leg supports and armrests

Dimensions in mm (1 inch = 25,4 mm), Weights in kg (1 pd = 0,45 kg),  
Speed in km/h (1 mph = 1,61 km/h), Tolerance ± 10 mm / 0,39 inch  
The specifications are subject to constructional changes.

**PROPERTIES**

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

**Chassis/motor**

CODE	DESCRIPTION		
	Speed	Motor power	Range
<input type="checkbox"/> 115	6 km/h	2 x 180 W	max. 40 km
<input type="checkbox"/> 117	10 km/h	2 x 300 W	max. 35 km

**Chassis options**

<input type="checkbox"/> 875	Suspension up to 75 Kg
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**Seat width (SW)**

CODE	DESCRIPTION	
<input type="checkbox"/> 30	SW 300 mm	seat width can be adjusted progressively from 300 to 360 mm via the armrests, width of seat 300 mm
<input type="checkbox"/> 34	SW 340 mm	seat width can be adjusted progressively from 340 to 400 mm via the armrests, width of seat 340 mm
<input type="checkbox"/> 38	SW 380 mm	seat width can be adjusted progressively from 380 to 440 mm via the armrests, width of seat 380 mm

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

**Seat depth (SD)**

See seat unit.



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 seat height (FSH) combined with castor (without seat cushion)**

\* FSH measured with 4° inclination

	CODE	DESCRIPTION Ø X W	Ø INCH/MM	FRONT SEAT HEIGHT FSH IN MM*		
<input type="checkbox"/>	157	Tyres with aluminium rim	8" 200	<input type="checkbox"/> 420	<input type="checkbox"/> 440 - 640*	<input type="checkbox"/> 455
<input type="checkbox"/>	163	Tyres with aluminium rim	9" 230	<input type="checkbox"/> 435	<input type="checkbox"/> 450 - 650*	<input type="checkbox"/> 470

Please take note of the height of the seat cushion.

\* Seat height only in combination with the electrical seat lift, CODE 27

**Castor options**

	CODE	DESCRIPTION
<input type="checkbox"/>	146	9" pneumatic tyres with puncture protection
<input type="checkbox"/>	900	puncture-resistant tyres
<input type="checkbox"/>	481	8" pneumatic tyres
<input type="checkbox"/>	816	splash guard for castors, just in combination with CODE 163 9"

04

**Rear wheels**

	CODE	DESCRIPTION
<input type="checkbox"/>	815	12" rear wheels with aluminium rims

**Rear wheel options**

	CODE	DESCRIPTION
<input type="checkbox"/>	846	pneumatic tyres with puncture protection
<input type="checkbox"/>	904	puncture-resistant tyres
<input type="checkbox"/>	824	splash guard for rear wheels

05

**Colour of the tyres**

	CODE	COLOUR:
<input type="checkbox"/>	908	black, not in combination with the 8" castor
<input type="checkbox"/>	909	Grey

06

**Tilt-in-space / seat lift**

	CODE	DESCRIPTION	SEAT INCLINATION	LIFTING RANGE
<input type="checkbox"/>	119	mechanical tilt-in-space, in intervals	0° to 10°	
<input type="checkbox"/>	118	Progressive electrical tilt-in-space	0° to 22°	
<input type="checkbox"/>	27	Electrical seat lift including electrical tilt-in-space	0° to 30°	200 mm



Please tick your choice in the boxes

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

**07 Seat**

CODE	DESCRIPTION	SEAT DEPTH	SEAT CUSHION COVER
<input type="checkbox"/> 390/560	seat plate with cushion 30 mm	300 mm	mesh, breathable, black
<input type="checkbox"/> 393/560	seat plate with cushion 30 mm	330 mm	mesh, breathable, black
<input type="checkbox"/> 367/560	seat plate with cushion 30 mm	370 mm	mesh, breathable, black
<input type="checkbox"/> 615/560	seat plate with cushion 30 mm	400 mm	mesh, breathable, black

**08 Back/options**

CODE	DESCRIPTION	BACK HEIGHT	PADDING COVER
<input type="checkbox"/> 444/736	black adjusting belt	440 mm	mesh, breathable, black
<input type="checkbox"/> 439/736	black adjusting belt	390 mm	mesh, breathable, black
<input type="checkbox"/> 2032	ErgoSeat Pro lateral trunk supports, small, pair Dimensions: 230 x 120/60 x 125 mm (H x W inside / outside x T)		
<input type="checkbox"/> 444/608	back frame for ext. systems	440 mm	
<input type="checkbox"/> 439/608	back frame for ext. systems	390 mm	

CODE	DESCRIPTION
<input type="checkbox"/> 913	headrest in faux leather, black

**09 Back/push handles**

CODE	DESCRIPTION
<input type="checkbox"/> 814	one-piece push bar
<input type="checkbox"/> 410	individual push bars including stabilising bar

**10 Back adjustment**

CODE	DESCRIPTION
<input type="checkbox"/> 401	mechanical backrest angle adjustment -10° to 30° 10° intervals
<input type="checkbox"/> 25	electrical backrest angle adjustment 0° to 30° progressive

☐ Please tick your choice in the boxes

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

## 11 Side guards and armrests

CODE	DESCRIPTION	WIDTH ADJUSTMENT : SW + 40 MM
<input type="checkbox"/> 106	standard side guard with cushioned armrest, removable	clothes guard in orange, green, yellow or transparent to match the frame

## 12 Leg rests

CODE	DESCRIPTION
<input type="checkbox"/> 93	leg rests, removable and swing-away
<input type="checkbox"/> 5100	central leg rest with one-piece footplate; no extra footrests available, category 13

## 13 Footrests

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

\* only in combination with CODE 54 and 808

## 14 Batteries and battery chargers

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



Please tick your choice in the boxes

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

15

**Lighting**

CODE DESCRIPTION



932

active front and back LED lighting in accordance with StVZO

16

**Control modules and accessories**

CODE DESCRIPTION

CONTROL



408

VR2 power/control module

none\*



682

VR2 adjustment module for electrical tilt-in-space and electrical back adjustment

2 adjustment motors

702/415/  
678

R-NET power/adjustment/control module with LED display

6 adjustment motors

702/416/  
678

R-NET power/adjustment/control module with LCD colour display

6 adjustment motors

702/398/  
678

Power-/adjustment-/joystick module R-NET with bis 3,5"- LCD colour display and IR/Bluetooth, incl. light sensor

6 adjustment motors



4571

OMNI module for special controls (just in combination with R-Net)

6 adjustment motors



918

ESP drive stabilisation module, just in combination with R-NET /LCD colour display



4615/4597

Separate seat control keyboard for direct selection and activation of up to 5 seat adjustments, also during driving (just in combination with R-NET), mounting on control module side



4615/4599

Separate seat control keyboard for direct selection and activation of up to 5 seat adjustments, also during driving (just in combination with R-NET), mounting on opposite side of control module

\*Activation of two variable motors in conjunction with adjustment module CODE 682; Software for programming of VR2 and R-NET on demand

**Options for Joystick modules**

CODE DESCRIPTION



74

Mounting right



60

Mounting left

\* Activation of two variable motors

17

**Joystick module holder**

CODE DESCRIPTION



4859

Joystick module holder, length adjustable



4566

Joystick module holder, length and height adjustable



4860

Joystick module holder with adjustable length and height, swing-away to the side



4874

protective bracket for VR2 and R-net control module, not in combination with OMNI module CODE 4571



851

Joystick module holder for attendant (Joystick module repositionable from front to back) Just in combination with Push bar, one-piece CODE 814





Please tick your choice in the boxes

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

18

**Special control modules and special controls**

CODE	BEZEICHNUNG
<input type="checkbox"/> 4789	Additional joystick module with priority function for attendant incl. mounting on the back tube (Just in combination with CODE 814)
<input type="checkbox"/> 4660	Table-operated control, swing-away to the right, not in combination with CODE 24 side part
<input type="checkbox"/> 4661	Table-operated control, swing-away to the left, not in combination with CODE 24 side part
<input type="checkbox"/> 813	Table operation, swingable Just in combination with joystick module R-NET with LED-Display CODE 702/415, not in combination with CODE 24 side part
<input type="checkbox"/> 543	External on/off switch, green, diameter 63 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant. Just in combination with joystick module R-NET with LED-Display CODE 702/416 or OMNI Surround control CODE 4571
<input type="checkbox"/> 596	like CODE 543, yellow, diameter 63 mm
<input type="checkbox"/> 778	like CODE 543, green, diameter 30 mm
<input type="checkbox"/> 779	like CODE 543, yellow, diameter 30 mm
<input type="checkbox"/> 565	Chin operation, electric swing-away to the side. Just in combination with joystick module R-NET CODE 702 and OMNI Surround control CODE 4571. (Custom deliveries require longer delivery time)
<input type="checkbox"/> 810	Chin operation, mechanic swing-away to the side. Just in combination with joystick module R-NET CODE 702 and OMNI CODE 4571. (Custom deliveries require longer delivery time)
<input type="checkbox"/> 794	Bluetooth PC mouse control
<input type="checkbox"/> 4611	MicroPilot zero-displacement joystick, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4600	MicroPilot zero-displacement joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4612	MicroGuide way-joystick, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4601	MicroGuide way-joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4940	Neckband holder in combination with CODE 4611 oder 4612
<input type="checkbox"/> 4613	TouchDrive control, just in combination with R-Net, CODE 702 and OMNI, CODE 4571

**Special control modules and special controls often require further adjustment. That is why they generally cannot be considered a finished product. Positioning and programming are performed on-site with the participation of the user and a technician. Further special controls are possible on request.**

**Joystick attachments**

<input type="checkbox"/> 4602	Joystick attachment MicroPilot Cork, with spring, soft
<input type="checkbox"/> 4603	Joystick attachment MicroPilot Cork, with spring, medium
<input type="checkbox"/> 4604	Joystick attachment MicroPilot colourful, with spring, soft
<input type="checkbox"/> 4605	Joystick attachment MicroPilot colourful, with spring, medium
<input type="checkbox"/> 4606	Joystick attachment MicroPilot blue, with spring, soft
<input type="checkbox"/> 4607	Joystick attachment MicroPilot blue, with spring, medium
<input type="checkbox"/> 4608	Joystick attachment MicroGuide/MicroPilot Cork, without spring

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

CODE	DESCRIPTION
<input type="checkbox"/> 4609	Joystick attachment MicroGuide/MicroPilot colourful, without spring
<input type="checkbox"/> 4610	Joystick attachment MicroGuide/MicroPilot blue, without spring
<input type="checkbox"/> 553	Tetra fork vertical
<input type="checkbox"/> 556	Tetra fork horizontal
<input type="checkbox"/> 734	Tetra fork horizontal, adjustable to hand's breadth
<input type="checkbox"/> 4589	Cone handle
<input type="checkbox"/> 4590	Ball handle
<input type="checkbox"/> 4591	T-handle
<input type="checkbox"/> 4593	Stick handle
<input type="checkbox"/> 4594	Knob handle
<input type="checkbox"/> 4595	Softball

## 19 Frame colours

CODE	DESCRIPTION
<input type="checkbox"/> 4923	orange metallic
<input type="checkbox"/> 4922	green metallic
<input type="checkbox"/> 214	sun yellow
<input type="checkbox"/> 216	deep black
<input type="checkbox"/> 4919	Silverline

Other colours available on request and at an extra charge.

## 20 Accessories

CODE	DESCRIPTION
<input type="checkbox"/> 994	luggage rack with metal rods
<input type="checkbox"/> 906	right rear-view mirror
<input type="checkbox"/> 927	left rear-view mirror
<input type="checkbox"/> 4795	Immobiliser system, key only in combination with R-Net
<input type="checkbox"/> 676	rear reflector
<input type="checkbox"/> 833	safety belt with lock
<input type="checkbox"/> 4646	therapy table can be swung away to the side
<input type="checkbox"/> 781	USB charging slot
<input type="checkbox"/> 782*	Tube for mobile phone holder

\* not in combination with OMNI CODE 4571

Date:

Signature:



CODE 157



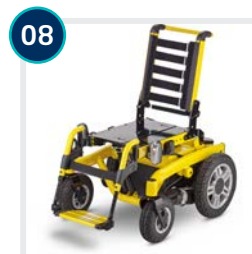
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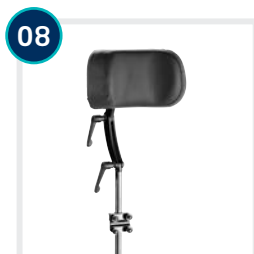
CODE 118



CODE 27



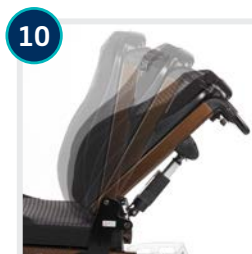
CODE 736



CODE 913



CODE 2032



CODE 25



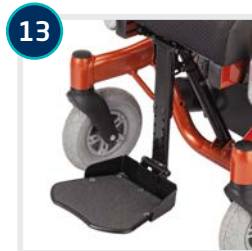
CODE 106



CODE 93



CODE 93/808



CODE 5100



CODE 932



CODE 408



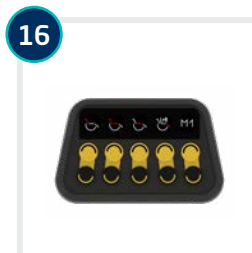
CODE 702/415



CODE 702/416



CODE 702/398/678



CODE 4615



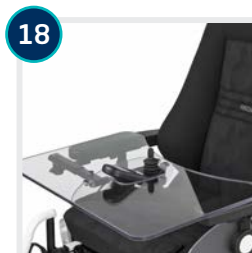
CODE 408/4860



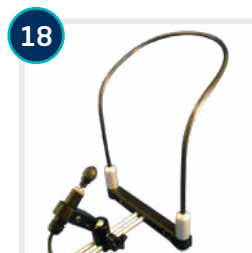
CODE 702/408/4860



CODE 851



CODE 4660



CODE 4940



CODE 553



CODE 556



CODE 734



CODE 4589



CODE 4590



CODE 4591



CODE 4593



CODE 4594



CODE 4595



CODE 4606/4607



CODE 4602/4603



CODE 4604/4605



CODE 4923



CODE 4922



CODE 214



CODE 216



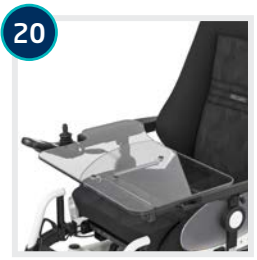
CODE 4919



CODE 994



CODE 833



CODE 4646



CODE 781



CODE 782

## 1. GENERAL – SCOPE

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

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

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

## 2. OFFER, CONCLUSION OF CONTRACT

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

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

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

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

## 3. PRICES

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

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

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

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

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

## 4. SHIPMENT, PASSING OF RISK

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

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

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

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

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

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

## 5. DATE OF DELIVERY / SCOPE OF DELIVERY

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

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

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

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

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

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

## 6. PAYMENT

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

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

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

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

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

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

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

## 7. RETENTION OF TITLE

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

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

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

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

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

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

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

## 8. WARRANTY / LIABILITY

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



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

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

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

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

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

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

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

## **9. STATUTE OF LIMITATIONS**

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

### **9.1. REPLACEMENT PRODUCT SERVICE**

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

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

The returned item shall become our property.

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

## **10. PRODUCT SAFETY GUARANTEE**

### **10.1. PRODUCT RECALL**

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

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

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

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

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

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

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

**12B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.

**12B.2.** Cancellations shall be made in writing.

**12B.3.** Should an agreement be reached regarding the cancellation of finished products which are ready for delivery, the following shall apply:

- Rehabilitation products shall be credited in full.

In principle, orders for custom wheelchairs and sports wheelchairs cannot be cancelled.

- In the event of the cancellation of an order for adaptive wheelchairs, 20% of the net value shall be retained to cover costs.

The cancellation fee for electric wheelchairs and scooters is 5%. The cancellation fee for standard and lightweight wheelchairs is 10%.

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

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

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

We shall be entitled to save and process internally any personal data of the customer falling within the scope of the statutory provisions, in particular the *Bundesdatenschutzgesetz* [German Data Protection Act].

## **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.