iCHAIR ORBIT

1.618







Maximum agility and high stability for precise manoeuvring



Compact dimensions thanks to minimum overall width and seat height



Utmost flexibility due to single or double support castor



High max. user weight of 160 kg

Flexible agility

EFFICIENCY

- Easy maintenance and a high level of serviceability guarantee efficiency
- Little need for repair due to the use of high-quality and durable components
- Modular design of the iCHAIR family enables compatibility of components
- Numerous adjustment options allow individual adaptation
- Simplified re-use due to optimum user limits, such as a standard user weight of 120 kg or 160 kg with increased motor power

THERAPEUTIC BENEFIT

- The central legrest enables a 90° knee angle
- Ideal for keeping mobile at home and at work
- Effective pressure relief and relaxed positioning for long sitting periods thanks to large electrical adjustment ranges

SCOPE OF USE

- For indoor and outdoor use, spring-loaded drive unit standard
- Especially good when using indoors: turning on its own axis helps when manoeuvring in confined spaces
- Precise manoeuvring thanks to rigidly attached castor wheels
- The optional laterally suspended support castors enable easy and safe use of single panel ramps
- For permanent and all-day use in independent mobility, even with severe functional disorders
- For working and active people needing a wheelchair for various aspects of everyday life

O COST ESTIMATE

O CUSTOM DESIGN

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





iCHAIR ORBIT 1.618



Permissible user weight 120/160 kg (incl. additional load)

All prices subject to VAT at the prevailing rate! Valid from 01.01.2019 – 31.12.2019. Our Terms and Conditions as stated at www.meyra.de/AGBshall apply.

Specifications

Seat width 1)	380 – 650
Seat depth ⁴⁾	400 - 560 / 400 - 560 / 480 - 530
Seat height front 6)	430, 465, 500 / 440, 475, 510
Back height ⁴⁾	450 - 500 / 530 - 580 / 640
Lower leg length 2)	280 - 450
Armrest height 2)	240 - 350
Length with footrests approx. 7)	1.180 - 1.250 / 1.060 - 1.150
Length without footrests	930
Width, ready to move min. 8)	600/600/630/680 with 12" 640/640/640/680 with 14"
Height without headrest 3)	980 - 1,060
Transport height min.	630
Obstacle height	60
Turning radius (with central legrest)	700
Turning radius (with single legrest)	800
Ground clearance	70

¹⁾ see category Seat width 01

 $^{5)}$ with 350W motors

6) measured at 0° seat angle, 12"/14"

7) Single/central legrests

total width

WEIGHT IN KG

Min. transport weight empty

Max. user weight incl. additional load	120 / 160 5)
Max. additional load	10
PROPERTIES	
Speed in km/h	6/10
Motor power W	2 x 180 / 2x 350
Range with battery 50Ah (20h) max. in km	25 – 30
Range with battery 73Ah (20h) max. in km	35 - 40
Permitted uphill / downhill gradient	15%
Steering type	Indirect
Seat tilt, electrical	0° to 30° / 0° to 50°
Seat tilt, mechanical	1°, 4°, 7°, 10°
Stand-up aid (0° to -25°) with electrical tilt, lift 200 mm	0° to 45°
Back angle, electrical	-10° to 50°
Lift	300

120 - 165

4) seating systems: Standard / ErgoSeat / Recaro 8) Code 38/43/48/53, with 350W +10 mm Dimensions in mm, weights in kg, wheels in inches, speed in km/h Dimension tolerances \pm 15 mm,+/-2°, data subject to design changes.

²⁾ to seat pan without cushion

³⁾ with adjustable back

CODE

157

146

DESCRIPTION

Options for 8" castor wheels

Puncture-resistant tyres

Puncture-proof tyres

Chassis .	/ Motor				
CODE		CRIPTION		,	
	Spee		Motor power	Range	Max. user weight
115*	6 km		2 x 180W	40 km	120 kg
115/525	6 km		2 x 350W	40 km	160 kg
117/525**	10 kr	n/h	2 x 350W	35 km	160 kg
Seat wid	DESCRIPT SW/380	Seat width i	infinitely variable fro	om 380 to 440 r	nm via armrests
CODE 38	DESCRIPT SW 380	Seat width i (width of sea Seat width i	eat surface 380 mm) infinitely variable fro	om 430 to 520 r	
CODE 38 43	DESCRIPT SW 380 SW 430	Seat width in (width of sea Seat width in (width of sea Seat width in	eat surface 380 mm) infinitely variable fro eat surface 430 mm) infinitely variable fro	om 430 to 520 r	nm via armrests
CODE 38 43 48	DESCRIPT SW 380 SW 430 SW 480	Seat width in (width of sea Seat width in (width of sea Seat width in (width of sea (width of sea	eat surface 380 mm) infinitely variable fro eat surface 430 mm) infinitely variable fro eat surface 480 mm)	om 430 to 520 r	nm via armrests nm via armrests
CODE 38 43 48 53	DESCRIPT SW 380 SW 430 SW 480 SW 530	Seat width in (width of seat width of seat wid	eat surface 380 mm) infinitely variable fro eat surface 430 mm) infinitely variable fro eat surface 480 mm) infinitely variable fro eat surface 530 mm)	om 430 to 520 r om 480 to 600 r om 530 to 650 r	nm via armrests nm via armrests nm via armrests
CODE 38 43 48 53 action with Erg	SW 430 SW 480 SW 530 oSeat Pro only lats available or	Seat width in (width of seat width of seat	eat surface 380 mm) infinitely variable fro eat surface 430 mm) infinitely variable fro eat surface 480 mm) infinitely variable fro	om 430 to 520 r om 480 to 600 r om 530 to 650 r	nm via armrests nm via armrests nm via armrests

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		by ticking the relevant boxes ion: If no other selection is made, the	standard vei	rsion will be d	elivered.				
04	Drive wi	heels							
CODE	DESC	RIPTION		FRONT	SEAT HEIG	HT FSH IM	I MM*		
			430	440	465	475	500	510	
460	14" dri rims	ve wheels with aluminium	-		-		-		
815		ve wheels with aluminium		-		-		-	
FSH me	asured at 0° se	at tilt up to level of seat pan							
	Options	for drive wheels							
	846	Puncture-resistant pneumat	ic tyres						
	904	Puncture-proof tyres							
_	824	Fender for drive wheels							
gs and	d carpets). ot accept liab	Black (wear-resistant), rim an Grey, rim anthracite a rubber compound which may lead illity for any abrasion damage to floor	ve permane	nt marks or b	e hard to rem	ove from som	e surfaces (e.g.	. plastic,	wooden or parquet flooring,
06	Support	castors							
	CODE	COLOUR							
	352	Frame with rear rocker arm a manoeuvrability	and a centi	rally susper	nded double	support ca	stor, for maxi	mum	
	690	Frame with rear rocker arm a panel ramps	and two lat	terally susp	ended supp	ort castors, i	ideal for usin	g single	2
7	Seat tilt	/ Seat lift DESCRIPTION					SEAT TIL	т	LIFT
		Mechanical seat tilt							
	119	4° factory default setting		200			1°, 4°, 7°,	10	-
	118	Electrical seat tilt, infinitely v	-		-				
<u> </u>	4118	Electrical seat tilt, infinitely v	-	-	-	n with R-Net			200
	27*	Scissor lift incl. tilt, only in co Stand-up aid (0° to -25°) with				m wheel-	0° to 30°		300 mm
	4937	chair, only in conjunction wi				TO VVIICEI	0° to 45°		200 mm

We also recommend combining with Code 5025 and 4949

 $^{^{*}}$ CODE 27 scissor lift is included in the basic price with HMV (Medical Aids Index) no. 18.99.06.1xxx.

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Please select by ticking the relevant boxes

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

DESCRIPTION

08 Seat and seating system

CODE	DESCRIPTION	SEAT DEPTH	COMPATIBLE WITH BACK SYSTEM CODE				
			Back strap	Adjustable strap	ErgoSeat back		
			737/287	736/287	949		
4276 / 615 ¹⁾	Seat pan without cushion	400 mm	•	•	•		
4276 / 788 1)	Seat pan without cushion	430 mm	•	•	•		
4276 / 619 1)	Seat pan without cushion	460 mm	•	•	•		
4276 / 792 ¹⁾	Seat pan without cushion	490 mm	•	•	•		
4276 / 793 1)	Seat pan without cushion	530 mm	•	•	•		
4276 / 356 1)	Seat pan without cushion	560 mm	•	•	•		
948 / 615	ErgoSeat seat	400 mm	-	-	•		
948 / 788	ErgoSeat seat	430 mm	=	-	•		
948 / 619	ErgoSeat seat	460 mm	-	-	•		
948 / 792	ErgoSeat seat	490 mm	-	-	•		
948 / 793	ErgoSeat seat	530 mm	-	-	•		
948 / 356	ErgoSeat seat	560 mm	-	-	•		
561 / 615	Seat cushion, textile, black	400 mm	•	•	•		
561 / 788	Seat cushion, textile, black	430 mm	•	•	•		
561 / 619	Seat cushion, textile, black	460 mm	•	•	•		
561 / 792	Seat cushion, textile, black	490 mm	•	•	•		
561 / 793	Seat cushion, textile, black	530 mm	•	•	•		
561 / 356	Seat cushion, textile, black	560 mm	•	•	•		

COMPATIDI E WITH DACK SYSTEM CODE

Seat and seating system

CODE	DESCRIPTION
579	RECARO seat unit, Special S with mechanical back
567	RECARO seat unit, Special F with electric back only in conjunction with R-Net control system
580	RECARO seat unit, Special M with mechanical back
578	RECARO seat unit, Special W with electric back only in conjunction with R-Net control system
581	RECARO seat unit, Special L with mechanical back
584	RECARO seat unit, Special X with electric back only in conjunction with R-Net control system

		oy ticking the relevant boxes ion: If no other selection is made, the standard version will b	oe deliver	red.			
09	ErgoSea	t covers					
	CODE	DESCRIPTION			1		
	237	ErgoSeat cover, textile, black, with grey seams					
	4980	ErgoSeat cover, incontinence, black					
	235	Recaro, textile, black					
	254	Recaro, imitation leather, black					
10	Back an	d back systems					
	CODE	DESCRIPTION	COMP	ATIBLE V	VITH SEA	TING SYSTEM CODE	
			Seat pan 4276	Ergo- Seat 948	Seat cushion 561	RECARO	
	737/287	Standard back strap, black Height: 500 mm, adaptable to 450 mm	•	-	•	-	
	736/287	Adjustable strap, black, height: 500 mm, adaptable to 450 mm	•	-	•	-	
	608*	Round tubing, 22 mm, incl. one-piece push bar, without back upholstery, prepared for external back systems	•	•	•	-	
	949	ErgoSeat back, height: 530 mm adaptable to 570 mm	•	•	•	-	
	2019	ErgoSeat Pro comfort back including cushion cover, textile cover black, height 530 mm, adaptable to 570 mm, only in conjunction with seat width 430 and 480 mm	•	•	•	-	
		rith swivel-up armrests code 24 and pelottes code 957 an	d 954.				
CODE 6	-	unction with code 814 / 2814 / 410					
	CODE	ries for ErgoSeat Pro comfort back	DIME	NCIONC	INI NANA /II	VW INNER/OUTER V D	
		DESCRIPTION				X W INNER/OUTER X D)	
	2032	ErgoSeat Pro chest pelottes, pair, small		120/60 x			
	2021	ErgoSeat Pro chest pelottes, pair, large	310 X	125/70 x	140		
11	Back of	otions (adjustments)					
	CODE	DESCRIPTION					
	814	One-piece push bar					
	2814	One-piece push bar, only in conjunction with F	RECARC)			
	410	Individual push handles including stabiliser ba	r				
	913	Headrest, imitation leather, black					
	401	Mechanical back adjustment		-10° to 30)°	0° increments	
	25	Electrical back adjustment		-10° to 50)° i	nfinitely variable	
	5025	Electrical back adjustment with memory functi	ion	-10° to 50)° i	nfinitely variable	

		y ticking the relevant boxes on: If no other selection is made, the standard version will be deliv	ered.					
12	Side pan	els and armrests						
		ve the marked functional properties!						
	CODE	e 2 = height-adjustable 3 = width-adjustable 4 = depth-adjustable DESCRIPTION	1	2	3	4		
	106	Standard side panel with padded armrest and black clothing guard	•	•	•	•		
	4960	Side panel with padded armrest, black clothing guard with colour insert and slight trough in arm pad	•	•	•	•		
	21	Side panel with padded armrest, black clothing guard with colour insert and angled arm pad, long	•	•	•	•		
	24	Side panel with padded armrest, swivel-up and angle adjustable, deviating armrest height = 235 / 257 / 278 / 300* mm, only in conjunction with CODE 4859 control module bracket	-	•	-	-		
* from se	eat pan without	cushion onwards						
	Hemiple	gic armrest						
	CODE	DESCRIPTION						
	4982 1)	Swivelling, height-adjustable hemi lower arm supp	ort					
	4983 2)	Extension						_
	4985 ²⁾	Handrest flat						
	4987 ³⁾	Handrest with ergonomic grip "left"						

Hemiplegia armrests not in conj. with CODE 4660, 4661, 813, 4646 and 782. Rear-view mirror and mobile phone bracket cannot be mounted on a hemiplegia armrest. 1) only in conjunction with CODE 106, 4960, 21, always on the opposite side to the control module

Handrest with ergonomic grip "right"

4986 4)

Legrests

Two-piece legrest

CODE	DESCRIPTION	54	798
93	Legrests, detachable and swing-away	•	•
92	Legrests, swivel-up, detachable and swing-away	-	•
86	Legrests, electrically swivel-up, detachable, swing-away only in conjunction with R-Net control system	-	•

²⁾ only in conjunction with CODE 4982

³⁾ only in conjunction with CODE 4982, CODE 60

⁴⁾ only in conjunction with CODE 4982, CODE 74 $\,$

		by ticking the relevant boxes sion: If no other selection is made, the sta	ındard version will be deliv	vered.		
	Footres	ts for two-piece legrest			COMPATIBLE WITH	
					LEGRESTS CODE:	
	CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH	92 93	
	54	One-piece footrest, 60 mm de justable (in 4 increments), flip- and angle adjustable		280 - 430 mm	-	
	798	Two-piece footrest, flip-up, height and angle adjustable	150 mm	280 - 430 mm	• •	
	822	Shoe holder straps (pair)				
	823	Heel loops (pair)				
e n	m	ower leg length increases accordingly	with the various seating s	systems: Standard seat (ushion +60 mm, Ergo	Seat +70 mm, RECARO
		al legrest with footrest				
		te that the central legrests are not deta mpensation of the electric legrests is 150		re angle-adjustable and	l can be folded up.	
	CODE	DESCRIPTION			LEGREST ANGLE	LOWER LEG LENGTH
	5100	Central legrest, mechanical ar incl. footplate	ngle adjustment		85 - 95°	280 – 400
	5101	Central legrest, mechanical ar incl. footplate			85 - 95°	330 – 450
	4935 ¹⁾	Central legrest, for FSH 440mr footplate, ergonomic length o	compensation up to l	egrest angle 150°	. 90 - 180°	200 – 400
	5104 1)	Central legrest, for FSH 475 m ment, incl. footplate, ergonon 150°	'	,	gle 90 - 180°	200 – 450
	4949	Central legrest, electrical angl cally lowerable to ground leve legrest angle 150°				350 – 450
		eight of the seat cushion: Standard sea				
y i	n conjunction	with R-Net with adjustment module COD	E 702/678, not in conjunct	ion with RECARO		
	Accesso	ories for central legrest				
	CODE	DESCRIPTION				
	945	Calf pad				
	822	Shoe holder straps				
)	Battery	and chargers				
	CODE	DESCRIPTION				
	5159	Maintenance-free batteries	12V/50Ah (20h)			
	5158	Maintenance-free batteries	73Ah (20h)			
	731	Charger 6A	for 50Ah			
1	722	Chargor 13A	for 72 Ab			

4860

851

4874

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.						
15	Lighting						
	CODE	DESCRIPTION					
	932	Active LED lighting					
16		nodules and accessories	CONTROL				
	CODE	DESCRIPTION	CONTROL				
	408 682	Power/control module VR2, 70A Adjustment module VR2 for electr. seat tilt and electr. back adjustment	none* 2 actuators				
	702/415/ 678	Power/adjustment/control module R-NET with LED display	6 actuators				
	702/416/ 678	Power/adjustment/control module R-NET with LCD colour display	6 actuators				
	702/398/ 678	Power/adjustment/control module R-NET with large 3.5" LCD colour display and IR/Bluetooth functions, incl. light sensor	6 actuators				
	4795	Immobiliser, key only in conjunction with R-Net					
	839	OMNI II environmental control for special controls (only in conjunction with R-Net)	6 actuators				
	4615/4597	External adjustment buttons for directly selecting and activating five seat functions, also while driving (only in conjunction with R-Net), mounted on the control module side					
	4615/4599	External adjustment buttons for directly selecting and activating five seat functions, also while driving (only in conjunction with R-Net), mounted on the opposite side to the control module					
		n conjunction with adjustment module CODE 682 ng VR2 and R-NET on request					
	Options for control module						
	CODE	DESCRIPTION					
	74	Mounted right					
	60	Mounted left					
17	Control n	nodule bracket					
	CODE	DESCRIPTION					
	4859	Control module bracket, length-adjustable					

Control module bracket, length and height-adjustable, swing-away to the side

Control module bracket for attendant (control module can be switched from front to back)

Protection bracket for control module VR2 and R-NET, not in conjunction with OMNI II envi-

(e.g. on table), not in conjunction with side panel CODE 24 $\,$

Only in conjunction with one-piece push bar CODE 814

ronmental control CODE 839

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

8 Special control modules and special controls

CODE	DESCRIPTION
4789	Additional control module with priority function for attendant incl. mounting on back tube not in conjunction with CODE 410 push handles
4660	Tabletop with cut-out (central) for control module, mounted to swing away to the right, not in conjunction with CODE 24 side panel
4661	Tabletop with cut-out (central) for control module, mounted to swing away to the left, not in conjunction with CODE 24 side panel
813	Table control, swivelling Only in conjunction with R-NET control module with LED display CODE 702/415, not in conjunction with R-NET control module with LED display CODE 702/415, not in conjunction with code 24 side panel
543	External on/off switch, green, diameter 63 mm for users unable to use the control module buttons easily or as emergency stop function for attendant. Only in conjunction with R-NET control module with LCD colour display CODE 702/416 or OMNI environmental control CODE 4571
596	as for code 543, yellow, diameter 63 mm
778	as for code 543, green, diameter 30 mm
779	as for code 543, yellow, diameter 30 mm
565	Chin control, electrically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II environmental control CODE 839.
810	Chin control, mechanically swing-away to the side, only in conjunction with R-NET control module CODE 702 and OMNI II environmental control CODE 839.
794	Bluetooth PC mouse module
4611	MicroPilot zero-displacement joystick, only in conjunction with OMNI II environmental control CODE 839.
4600	MicroPilot zero-displacement joystick including mount and handrest, only in conjunction with OMNI, CODE 4571
4612	MicroGuide displacement joystick, only in conjunction with OMNI II environmental control CODE 839.
4601	MicroGuide displacement joystick including mount and handrest, only in conjunction with OMNI II environmental control CODE 839.
4940	Neck band bracket in conjunction with code 4611 or code 4612
4613	TouchDrive module only in conjunction with R-Net, CODE 702 and OMNI II environmental control CODE 839.
4260	8-way adjustment module incl. light module for controlling stand-up aid code 4937 only in conjunction with R-Net

Special control modules and special controls often have to be adapted and can therefore generally not be finished products. Positioning and programming must be carried out with the involvement of the user or by a technician at the user's premises. Other special controls are possible on request.

		by ticking the relevant boxes sion: If no other selection is made, the standard version will be delivered.
	Joystick	c attachments
	CODE	DESCRIPTION
	553	Tetra fork, vertical
	556	Tetra fork, horizontal
	734	Tetra fork, horizontal, adjustable to hand width
	4589	Mushroom grip
	4590	Ball grip
	4591	T-grip
	4593	Stick grip
	4594	Knob
$\overline{\Box}$	4595	Softball
19	Frame (colours (standard colour matt black)
	CODE	DESCRIPTION
	5220	Frame colour in accent colour
	Accent colours	
	CODE	SEAT/BACK TUBES/ACCENT SIDE PANEL/TWO-PIECE LEGREST/RIM INSERTS
	207	matt black structure (without rim inserts)
	212	polar white
$\overline{}$		
	186	magic blue

Rim inserts possible with 12/14" wheels.

lemon reflex

sun yellow

180

214

Wheelchair accessories		
CODE	DESCRIPTION	
906	Rearview mirror right	
927	Rearview mirror left	
2676	Rear marking tape, only in conjunction with ErgoSeat	
676	Rear marking plate	
970	Walking aid holder	
833	Retainer strap with buckle	
4646	Therapy table swing-away to the side	
590	Abduction wedge, not in conjunction with central legrest	
260	Memory function for headrest	
957	Rigid pelottes (pair)	
954	Swing-away pelottes (pair), not in conjunction with code 24	
781	USB charger socket	
782	Mount for mobile phone holder, not in conjunction with OMNI II, code 839	

Date:	Signature:







CODE 352



CODE 157



CODE 4937



CODE 580/578



CODE 948/949



CODE 2032/2021



CODE 737/287



CODE 736/287



CODE 25



CODE 4960



CODE 21



CODE 106



CODE 4982/4987



CODE 86/808



CODE 932



CODE 702/416/678



CODE 702/398/678



CODE 4615



CODE 408/4860



CODE 4860



CODE 782



CODE 781

1. GENERAL - SCOPE

- **1.1.** The following General Terms and Conditions of Delivery and Trade (GTC) for MEYRA GmbH shall apply to all contracts concluded with customers of the company. They shall also apply to all future transactions with the customer, even in the absence of a separate new agreement.
- **1.2.** The customer shall accept that the General Terms and Conditions of MEYRA GmbH are binding on the present contract and also on all future contracts. Terms and conditions of the customer or third party shall not apply. MEYRA GmbH shall not be subject to such terms and conditions, even if they are not expressly excluded in individual cases.
- **1.3.** These General Terms and Conditions shall only apply if the customer is an entrepreneur (s. 14 of the German Civil CODE), a legal entity under public law or a separate fund under public law.

2. OFFER, CONCLUSION OF CONTRACT

- **2.1.** Offers from MEYRA GmbH are subject to confirmation and non-binding unless expressly designated as binding.
- **2.2.** MEYRA GmbH may accept orders or commissions from the customer within 14 days of receipt with an offer confirmation in text form.
- **2.3.** The contract shall be concluded by means of the offer confirmation in text form; this shall also apply to any changes or additions to the orders.
- **2.4.** We retain our rights of ownership and copyright with respect to all documents delivered to the customer in association with placing of the order. These documents may not be disclosed to third parties without our express written consent. Should we not accept the customer's offer within the period stipulated in section 2.2, these documents are to be returned to us without delay.

3. PRICES

- **3.1.** Prices are calculated exclusively in euros. All prices are net prices. Value added tax at the respective statutory rate is to be paid in addition.
- **3.2.** Unless otherwise stated to the contrary in writing, our prices are ex works, excluding packing and shipping. The costs of packing and shipping shall be invoiced separately.
- **3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permitted if there is a gap of more than four months between conclusion of the contract and the agreed delivery date. Should salaries or material costs increase in the period up to completion, we shall be entitled to increase the price appropriately in accordance with the cost increases. The customer shall be entitled to withdraw from the contract only if the price increase significantly exceeds the increase in the general cost of living between the time of the order and of delivery.
- **3.4.** In follow-up orders, MEYRA GmbH shall not be held to the prices in a previous contract.
- **3.5.** Should the order value fall below a limit of € 150.00 net goods value, a minimum-order surcharge of € 9.50 including freight component shall be levied.

4. SHIPMENT, PASSING OF RISK

- **4.1.** The place of delivery shall be the registered premises of MEYRA GmbH insofar as nothing has been expressly agreed to the contrary.
- **4.2.** If the goods are shipped to the customer at this location, the risk of accidental loss or accidental deterioration of the goods shall transfer to the customer as soon as the goods (including partial deliveries) have been handed over to the charge of the third party responsible for shipping. This shall apply irrespective of whether the goods are shipped from the place of performance or who bears the freight costs.

- **4.3.** Should claims for transport damage or losses be asserted against MEYRA GmbH, the customer must note the damage on the shipping documents or, in the event of losses, create a record without delay which is to be shown to us within one week.
- **4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.
- **4.5.** In the event of delayed handover or shipping for which the customer is responsible, the risk shall pass to the customer upon notification of the shipment's readiness for shipping.
- **4.6.** Should there by no special instructions from the customer, the choice of transport route and means of transport shall be made by MEYRA GmbH without warranty and liability for the cheapest and fastest shipping method.

5. DATE OF DELIVERY / SCOPE OF DELIVERY

- **5.1.** Proposed delivery periods shall be understood to be probable delivery dates, unless a particular date has been expressly established in writing.
- **5.2.** If the parties have agreed a delivery period, this shall commence from the date of the order confirmation. The delivery period shall be deemed to have been observed if, prior to its expiration, the goods have left the plant or their readiness for shipping has been communicated.
- **5.3.** Compliance with agreed delivery and performance dates requires the timely receipt of all documentation to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled in good time, the periods shall be extended appropriately.
- **5.4.** MEYRA GmbH shall not be liable for delays in delivery due to force majeure or other events which, at the time the contract was concluded, were unforeseeable (e.g. strike, operational breakdown, delayed internal supply, transport delay, unfavourable weather, etc.) for which it is not responsible. The delivery period shall be extended for the duration of the obstacle to performance for which MEYRA GmbH is not responsible, plus a reasonable recovery period. **5.5.** Should the resulting delay exceed a period of six weeks, both parties shall have the right to withdraw from the contract with regard to the scope of
- performance.

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

6. PAYMENT

- **6.1.** Invoice amounts shall be paid in full within 30 days of receipt of the invoice into one of the bank accounts stipulated by us. However, where the invoice is not for the delivery of spare parts or repairs, the customer shall be entitled to a discount of 2% if payment is made within eight days of receipt of the invoice.
- **6.2.** Cheques and bills shall only be accepted with express agreement. Acceptance is conditional on performance. Invoice corrections via cheques and bills are subject to payment. Values are taken on the day on which we finally have the proceeds at our disposal.
- **6.3.** Should the customer fail to make the payment on the due date, any outstanding amounts shall be subject to interest at 8% above the respective base rate per annum. We reserve the right to enforce higher damages due to a delay in payment.
- **6.4.** Should the customer default on payment, then all other receivables arising from the same legal

- relationship shall immediately become payable without the need for a separate communication.
- **6.5.** The customer shall only be entitled to offset in the event that its counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
- **6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

7. RETENTION OF TITLE

- **7.1.** The goods supplied by MEYRA GmbH shall remain the property of MEYRA GmbH until full payment of all present and future claims against the customer
- **7.2.** The customer may sell the reserved goods in the ordinary course of business. It is not entitled to make other disposals, in particular chattel mortgages and pledges. The claims of the customer arising from the resale of the reserved goods (including other receivables such as insurance claims or tort claims for loss or damage) shall be assigned to MEYRA GmbH by way of security. MEYRA GmbH shall accept the assignment. The customer shall be entitled to collect the assigned claim as long as it fulfils its payment obligations. In the event that it defaults on payment, we shall be entitled to revoke the collection authorisation.
- 7.3. Should the reserved goods be processed by the customer, it is hereby agreed that the processing shall take place in the name of and at the cost of MEYRA GmbH as the manufacturer and that it shall immediately acquire ownership or – if the processing is carried out using or in connection with materials from several owners or the value of the processed item is greater than the value of the delivered goods – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the delivered goods to the value of the newly created item. Should MEYRA GmbH lose its ownership through consolidation or commingling or if, in the case of processing, it is not the owner of the delivered goods, the customer shall transfer to MEYRA GmbH in advance an appropriate co-ownership share in the new item equivalent to the proportionate value of the delivered item. MEYRA GmbH shall hereby accept the offer. The delivery shall be replaced by a gratuitous denosit
- **7.4.** The customer shall be obliged to notify us immediately of access by third parties to the goods delivered under retention of title and to provide us with the information and hand over the documentation required to enforce our rights. At the same time, the customer is to inform the third party without being asked of MEYRA GmbH's ownership. Any costs incurred from this shall be borne by the customer.
- **7.5.** MEYRA GmbH shall be obliged to release the securities due to it at the request of the customer insofar as they exceed the value of the secured claims by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH.
- **7.6.** In the event of a bankruptcy petition relating to the customer, we shall now prohibit the resale or processing of our reserved goods and shall revoke our collection authorisation with respect to the claims assigned to us.
- **7.7.** In the event of delayed payment by the customer, we shall be entitled to demand the immediate return of the reserved goods.

8. WARRANTY / LIABILITY

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

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

- 8.2. In cases of defective delivery, we shall have the right to choose to repair the defective item or to replace the defective item with a new delivery. The customer is obliged to provide us the defective product delivered free for inspection and repair. Should the repair or replacement delivery be unsuccessful, should they not be undertaken with a reasonable period or should we refuse to undertake them, the customer may withdraw from the contract or reduce the purchase price. A deadline shall not be required in those cases where it is not required by law. 8.3. The warranty shall be void if the customer modifies the delivery item without our consent or it is changed by a third party and it therefore becomes impossible or unreasonably difficult to rectify the defect. However, in each case, the customer must bear the additional costs resulting from the rectification of the defect.
- **8.4.** The above regulations shall not affect any warranty that we assume on the part of the first user of the rehabilitation equipment.
- 8.5. Excluded from the warranty is the functionrelated wear of all items, modules, batteries and spare parts supplied by us as well as the inappropriate or improper storage, use or handling of the products. **8.6.** Further claims by the customer, in particular for damages instead of performance and for reparation of any direct or indirect damage – including incidental or consequential damages, irrespective of the legal grounds - shall be excluded. This shall not be the case if MEYRA GmbH has concealed a legal or material defect maliciously or the damage is due to intent or gross negligence on the part of MEYRA GmbH, its legal representatives or vicarious agents or to any negligent breach of essential contractual obligations. Essential contractual obligations are understood to be those where their fulfilment enables the proper execution of the contract and on compliance with which the contracting parties regularly rely or may rely. In the case of damage to property and assets due to negligence, the liability of MEYRA GmbH shall however be restricted to an amount foreseeable in a typical contract. Furthermore, personal injury or damage to health caused by a breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.
- **8.7.** Liability under the *Produkthaftungsgesetz* [German Product Liability Act] is unaffected.

9. STATUTE OF LIMITATIONS

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

9.1. REPLACEMENT PRODUCT SERVICE

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

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

The returned item shall become our property.

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

10. PRODUCT SAFETY GUARANTEE 10.1.PRODUCT RECALL

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

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

11. LIABILITY FOR DESIGN CHANGES

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

12A. RETURN OF FINISHED PRODUCTS AND MODULES

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

Any cleaning and/or disinfection costs incurred in

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

12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

12B.1. Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.
12B.2. Cancellations shall be made in writing.
12B.3. Should an agreement be reached regarding the cancellation of finished products which are ready.

- 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 General Data Protection regulation.

14. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

- **14.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.
- **14.2.** The jurisdiction for all disputes arising out of the contractual relationship shall be determined by our headquarters in Kalletal-Kalldorf. We shall also be entitled to take action against the customer within its jurisdiction.
- **14.3.** The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods.
- **14.4.** Should individual provisions of these General Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.