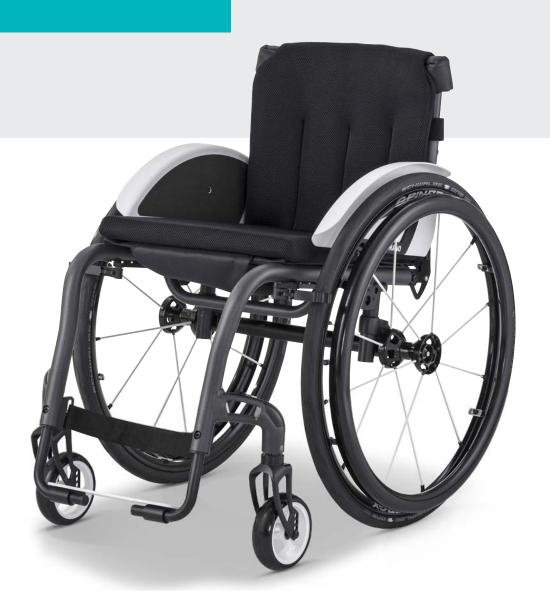
NANO

1,155















Elegant frame concept



Castor wheel connection



Folding back as standard feature

Pure Design

EFFICIENCY

Vario element

- Permanent provision with possibilities for adapting to changes in function reduces follow-up costs
- Extensive standard equipment minimises the need for costly custom design
- Minimum wear due to high-quality attachments

THERAPEUTIC BENEFIT

- Maximum smoothness of ride and low tare weight encourage independence of the user
- Fine adjustment of back element, seat and chassis enable adaptation to changes in function and individual user require-
- Extensive range of equipment for longterm users

USE

- For permanent and long-term care
- For paraplegic care
- Very well suited for a wide range of medical conditions, including the severely afflicted
- Users with loss of lower extremity function (lateral transfer, hand rim propulsion)

O ORDER

○ COST ESTIMATE ○ CUSTOM DESIGN

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

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



NANO 1.155

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



Specifications

Seat width	300	320	340	360	380	400	420	440	460	480	500
Width, ready to move	470	490	510	530	550	570	590	610	630	650	670
Seat depth	380 / 400 / 420 / 440 / 460 / 480 / 500										
Seat height front / rear	450 to 530 / 360 to 510										
Total height	Seat height rear + back height										
Back height	variable from 250 to 450 + - 15 mm										
Length with footrest	720 - 920 (depending on frame length, wheel size and axle position)										

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

User weight	130
Empty weight	9.5
Permissible total weight	139.5
Transport weight	6.5
Drive wheel	600 (24")
Drive wheel	635 (25")
Drive wheel	660 (26")

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.

OO Frame design (frame length)

	CODE	DESCRIPTION	SD IN MM	BL IN MM
	351	Frame short	380 – 420	760 – 840
	352	Frame medium	440 – 460	800 – 880
	353	Frame long	480 – 500	840 – 920

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

Frame design (frame angle and frame inset)

CODE	DESCRIPTION							
346	Standard front frame	80°						
347	Compact front frame	88° only in conjunction with frame inset CODE 4950						
4950	With frame inset, (20 mm per side)							
4959	Without frame inset							

Seat width (SW)

CODE	DESCRIPTION
30	SW 300 mm
32	SW 320 mm
34	SW 340 mm
36	SW 360 mm
38	SW 380 mm
40	SW 400 mm
342	SW 420 mm
344	SW 440 mm
46	SW 460 mm
48	SW 480 mm
350	SW 500 mm

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3 of 10

NANO 1.155

		oy ticking the reion: If no other:	elevant boxes selection is made, t	he standard	version will be de	livered.				
2	Seat dep	oth (SD) To	ension-adju:	stable s	eat belt					
	CODE	DESCRIPT	TION				FRAM	ME CODE		
	368	SD 380 mm	n incl. ut	ensil bag ı	under the seat	belt	351			
	615	SD 400 mm	n incl. ut	ensil bag ı	under the seat	belt	351			
	784	SD 420 mm	n incl. ut	ensil bag ı	under the seat	belt	351			
	618	SD 440 mm	n incl. ut	ensil bag ı	under the seat	belt	352			
	619	SD 460 mm	n incl. ut	ensil bag ı	under the seat	belt	352			
	787	SD 480 mm	n incl. ut	ensil bag ı	under the seat	belt	353			
	792	SD 500 mm	n incl. ut	ensil bag ı	under the seat	belt	353			
SH			seat height by sel t height is 100 mm 450						ed seat height 520	difference
100	solid rubbe	r C 151								
125	solid rubbe	r C 325								
142	soft solid ru	bber C 327								
	Xtrends CODE	castor wl	heels DESCRIPTION	N	RIM	TYRES	5	Ø X W		
]	689	1068963	Lightwheel (pa	air)	Plastic	Solid ri transpa colour	arent /	100 x 23 mm		
]	689	1072385	Castor wheel (oair)	Aluminium silver	Solid r	ubber ´	100 x 32 mm		
]	689	1072386	Castor wheel (oair)	Aluminium silver	Solid r	ubber ´	125 x 32 mm		
]	689	silver black	astor wheel (pai 1081340 1081341 e 1081342 1081343 1081344 1083736	r)	Aluminium	Solid rı	ubber (100 x 37 mm		
	689	Frog legs consider silver black	astor wheel (pai 1081345 1081346 e 1081347	r)	Aluminium	C - 1:-1	ubber	125 x 37 mm		

		by ticking the relevant boxes sion: If no other selection is made, the standard version will be delivered.
04	Seat cu	shion
	CODE	DESCRIPTION
	560	Seat cushion 30 mm
	561	Seat cushion 60 mm

05 Rear seat height (RSH) in combination with drive wheel (without seat cushion)

 $\label{eq:controller} \mbox{Horizontal columns} = \mbox{seat heights in mm} \qquad \mbox{Vertical lines} = \mbox{\varnothing drive wheel}$

Please select your required seat height by selecting a possible combination of seat height and wheel size.

The maximum permitted seat height difference between front and rear seat height is 100 mm! 25" and 26" see Xtrends drive wheels

	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510
Ø 24 x 1"																
Ø 25 x 1"																
Ø 26 x 1"																

Horizontal drive wheel position (setting centre of gravity)

USER TYPE		PASSIVE			AVE	RAGE		ACTIVE				
Position	1	2	3	4	5	6	7	8**	9**	10**	11**	
Distance * in mm	50	60	70	80	90	100	110	120	130	140	150	

^{*} Measurement: rear edge of back tube to centre of axle in mm

Drive wheels

CODE	DESCRIPTION	Ø
651	Standard wheel, incl. quick release axle (pair)	24"
2651	Standard wheel black, incl. quick release axle (pair)	24"
848	SILVERDESIGN with radial spokes and high flange hub incl. quick release axle (pair)	24"
695	Active wheel with radial spokes, high flange hub, hollow section rim (Jumbo rim) black (pair) Recommended for user weight over 100 kg or dynamic driving style!	24" 25" 26"
752	"Light" wheel incl. Schwalbe RightRun light tyre and black aluminium hand rim, only in conjunction with 0° wheel camber CODE 423. (pair) Recommended for user weight up to 90 kg!	24"

^{**} cannot be fitted in conjunction with frame short CODE 351

	t by ticking the relevant bo		
Standard ve	ersion: If no other selection is	made, the standard version will be delivered.	
Xtrend	ls drive wheels		
CODE	ARTICLE	DESCRIPTION	
688	1085185	Spinergy carbon drive wheel, black spokes incl. Schwalbe One tyres and stainless steel hand rims	24 x 1"
688	blue 1081354 red 1081356 gold 1081355	New Active wheel with radial spokes, Schwalbe ONE tyre, hub, rim and hand rim, colour	24 x 1"
688	1068713	Black Light incl. Marathon Plus Evolution and alu- minium hand rim (pair)	24 x 1"
688	1073640	Spinergy wheel, 12 spoke black, incl. Schwalbe Marathon Plus Evolution and stainless steel hand rim (pair) White or orange spokes possible on request!	24 x 1"
Drive u	wheel options		
CODE	DESCRIPTION		
880	0 mm or 73.5 mm	Wheelbase extension	
Wheel	camber		
CODE	DESCRIPTION		
423	0° wheel camber		
447	3° wheel camber (ac	ljustable track)	
454	6° wheel camber (adjustable track) not in conjunction with light brake CODE 2595, max. user weight 100 kg		

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

O7 Hand rims and hand rim options (not in combination with Xtrends wheels)

CODE	DESCRIPTION	Ø
493	Brightly polished stainless steel	24" 25" 26"
494	Aluminium, not in conjunction with Active wheel CODE 695	24"
445	Titanium, with 6 brackets, only in conjunction with Active wheel CODE 695 and Spinergy wheel article number: 1073640	24" 25" 26"
849	Curve L, aluminium black powder coated, ergonomic hand rim profile, H 31 mm, only in conjunction with Active wheel CODE 695 and Spinergy wheel article number: 1073640 and standard wheel CODE 651 and 2651	24"
850	Curve L Tetra Grip, slip-resistant coating, aluminium, suitable for tetraplegics, ergonomic hand rim profile, H 31 mm, only in conjunction with Active Wheel CODE 695 and Spinergy wheel article number: 1073640 and standard wheel CODE 651 and 2651	24"
853	GEKKO, black powder coated aluminium with replaceable rubber lip, ergonomic hand rim profile, H 31 mm, only in conjunction with Active wheel CODE 695 and Spinergy wheel article number: 1073640 and standard wheel CODE 651 and 2651	24"
168	Optigripp special hand rim for tetraplegics	24"
166	Silicone hand rim cover, smooth, black not in conjunction with Active wheel CODE 695	24"
692	Narrow hand rim clearance	24"
693	Wide hand rim clearance	24"

Total width hand rim clearance see enclosed information.

OB Tyres (not in combination with Xtrends wheels)

CODE	DESCRIPTION	Ø
496	Pneumatic tyre 8 bar	24 x 1"
395	Maxxis VN Master Alpha Protect tyres, black, puncture-resistant, 10 bar	24 x 1"
897	Schwalbe Marathon Plus Evolution tyre, puncture-resistant, 10 bar	24 x 1" 25 x 1" 26 x 1"
363	Schwalbe ONE plain tread tyre, puncture-resist- ant, 9 bar	24 x 1"

See category 05 Seat height in combination with drive wheel.

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

We cannot accept liability for any abrasion damage to flooring.

09 Brakes

CODE	DESCRIPTION
305	Pressure brake for user
2595	"Light" aluminium pressure brake, swing-away

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.										
10	Back sti	rap heigh	t (BH)								
	CODE	ВН	DESCRIPTION								
	620	250 mm	Back strap, adjustable via hook and loop fasteners, subseq	uently a	adius	table	+/-	-15 mm			
	626	300 mm	Back strap, adjustable via hook and loop fasteners, subseq	,	,						
	631	350 mm	Back strap, adjustable via hook and loop fasteners, subseq	,							
	632	400 mm	Back strap, adjustable via hook and loop fasteners, subseq	-	-						
	633	450 mm	Back strap, adjustable via hook and loop fasteners, subseq								
11		st (stande 5°/ +5°/ + DESCRIP	•	e-adju	ısta	ble	an	d lockab	le (ba	ckres	it
	410		push handle, short								
	411		out push handle								
	502	Back with	push handle, mounted on back tube, infinitely variable heig ble from BH 300 mm up	ht adjus	stme	nt up	o to	150 mm			
	141		fles, swing-away								
	2032	ErgoSeat Pro chest pelottes, small, pair. Recommended with back heights of 300 - 400 mm									
	2021		n: ErgoSeat Pro chest pelottes, large, pair. Inded with back heights of 400 - 450 mm								
12	Please obse		d functional properties! detachable 4 = lockable 5 = height-adjustable armrest 6 = with wheel co	3	3	4	5	6			
	100		n side panel in frame colour with cold-proof lining, fixed	•				•			
	748		n: Aluminium side panel in frame colour with cold-proof uding height-adjustable armrest (screw-retained)	•			•	•			
	783	Carbon sid	<u>'</u>	•				•			
	24	783 or wit	ay side panel bracket, only in conjunction with CODE 100, hout side panel.		•						
	11		detachable (mounting position) only in conjunction with , 783 or 748		•			•			
	CODE	DESCRIP	TION	СНОІ	ICE C	OF CO	OLC	DUR	_		
	2205	Side pane	ls and footplate in colour of choice								

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

13 Legrests

CODE	DESCRIPTION	LOWER LEG LENGTH
312	One-piece footrest, height, depth and angle-adjustable	360 - 480
359	Calf strap	
4312	Stable aluminium profile LED footrest incl. headlamp and tail light in frame colour, one-piece, height, depth and angle-adjustable, incl. Bluetooth module (with CODE 4959 from SW 360 mm up, with CODE 4950 from SW 400 mm up)	
4313	Stable aluminium profile LED footrest incl. headlamp and tail light in frame colour, one-piece, height, depth and angle-adjustable, (with CODE 4959 from SW 360 mm up, with CODE 4950 from SW 400 mm up)	

Required lower leg length in mm (measured without seat cushion)
Factory default setting of lower leg length from 350 to 470 mm possible.

14 Frame colours

CODE	DESCRIPTION	CODE	DESCRIPTION	
130	Titanium grey	4042	Blue metallic matt	0.00
183	Silver metallic	4043	Brown metallic matt	0.00
186	Magic blue	4044	Red metallic matt	0.00
216	Jet black	4045	Signal white matt	0.00
206	Matt black	4046	Green metallic matt	0.00
224	Blue metallic	4047	Purple metallic matt	0.00
227	Red metallic	4048	Copper metallic	0.00
4023	Signal white	4913	Cross orange	0.00
4040	Downtown grey	4922	Green metallic	0.00
4041	Magic blue matt			

Other frame colours possible on request at a surcharge!

15 Back strap colours

	CODE	DESCRIPTION
	235	Trevira black
	292	Net fabric, breathable, black

Date:

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.					
16		r accessories ectors and spoke guards				
	CODE	DESCRIPTION				
	489	Transparent not in conjunction with Spinergy wheel art. no. 1073640 and magnesium wheels 1081357, 1081358, 1081359, 1081360, 1081361				
	Support ca	stor wheels				
	728	Support castor wheels, one pair, swing-away (recommended) Not in conjunction with stepper tube CODE 309				
	729	One support castor wheel, swing-away, left -mounted				
	730	One support castor wheel, swing-away, right -mounted				
	309	Stepper tube (one pair)				
	4930	One stepper tube, left-mounted, not in conjunction with support castor wheels CODE 728/729				
	4931	One stepper tube, right-mounted, not in conjunction with support castor wheels CODE 728/730				
	Other acce	ssories				
	833	Retainer strap with buckle				
	819	Passive lighting				
	205542100	Hand compressor				
	951	Accessory net				
	970	Walking aid holder in conjunction with stepper tube				

Signature:

USER DETAILS

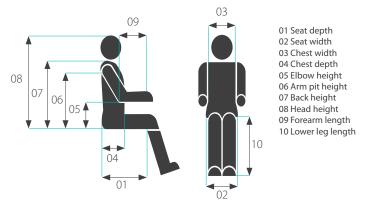
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

Please note that fields marked * are mandatory!

BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

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



All seat dimensions are always measured without seat cushion!

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

Date/signature

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

Date/signature of the specialist retailer

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







Article 1072386



Article 1081342



CODE 651



CODE 695



CODE 752



Article 1068705



Article 1068707



Article 1073640



Article 1068713



CODE 880



CODE 849



CODE 850



CODE 853



CODE 2595



CODE 410



CODE 100



CODE 312



CODE 4312



CODE 141



CODE 748

1. GENERAL - SCOPE OF APPLICATION

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

OFFER, CONCLUSION OF CONTRACT

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

3. PRICES

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

DISPATCH, TRANSFER OF RISK

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

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

DELIVERY TIME, SCOPE OF DELIVERY

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

PAYMENT

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

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

RETENTION OF TITLE

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

GUARANTEE / LIABILITY

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

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

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

9. LIMITATION

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

9.1. REPLACEMENT DEVICE SERVICE

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

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

Moreover the device must be reusable

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

10. PRODUCT SAFETY 10.1.PRODUCT RECALL

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

11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS

product specified here.

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

12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES

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

12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

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

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

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

12C. RETURN / DISPOSAL

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

13. USE OF PERSONAL DATA

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

14. PLACE OF JURISDICTION, APPLICABLE

law, severability clause

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