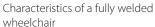
ZX3

1.370











Extremely compact



New design for leg rests



Modern design

Swing it!

COST EFFECTIVENESS

- the integration into the ZX family means, among other things, high component compatibility
- minimal wear and tear; repairs rarely necessary thanks to the integral construction of the frame and the quality of the components
- rapid, long-term supply of spare parts thanks to extensive network of specialist retailers

THERAPEUTIC BENEFITS

- stabilising and mobilising of users with neurological conditions possible thanks to optimal smoothness, good support when sitting and light weight
- chair can be easily wheeled right up to everyday objects thanks to the straight design of the front section and the swing-away, removable leg rests
- folding mechanism for independent loading into vehicle
- can be adjusted for various functions for the user, e.g. by retrofitting an electric
- comprehensive range of equipment for long-term users

APPLICATIONS

- for permanent and long-term care
- very well suited for various conditions, also for severely disabled people
- for users with the ability to stand and walk independently to some degree (transfer via the stand)
- for neurological conditions

O ORDER

QUOTATION

○ CUSTOM-MADE VERSION

Invoice address / customer no.:	
Delivery address:	
Consignment / remarks:	

MEYRA







ZX3 1.370

(Price for basic model, without side guards, without legrests)

All prices exclude VAT at the statutory rate. Valid from 01.01.2016 to 31.12.2016. Our general terms and conditions apply, which can be found on **www.meyra.de/en/gtc**.



Technical data

Seat width	320	340	360	380	400	420	440	460	480	500	520
Width ready to go	500	520	540	560	580	600	620	640	660	680	700
Width folded			300 wi	th 0° whe	el cambe	er and/or 3	350 with 3	3° wheel c	amber		
Seat depth	360 / 380 / 400 / 420 / 440 / 460 / 480 / 500 / 520										
Seat height front / rear	460 to 530 / 400 to 505										
Overall height	Seat height rear + back height										
Back rest height	variable from 250 to 455 in combination with height adjustable push handles CODE 410										
Arm support height	ca. 150 - 290										
Length with footrests	880 - 1,100 (depending on frame length, wheel size and axle position)										

Please tick your choice in the boxes

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

(1)

Technical data

Maximum user weight	150
Empty weight	from 11
Permitted overall weight	from 161
Transport weight	6.5
Rear wheel	610 (24")
neal Wheel	660 (26")

OO Frame form (frame length)

CODE	DESCRIPTION	FL IN MM	SD IN MM	OL IN MM
352	Frame short	540	360 - 400	880 - 980
353	Frame medium	580	420 - 440	920 - 1,020
354	Frame long	620	460 - 480	960 - 1,060
355	Frame extra long	660	500 - 520	1,000 - 1,100

Please consider and determine your seat depth in category 02!

1 Seat width (SW)

CODE	DESCRIPTION
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
952	SW 520 mm

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			Please tick your choice in the boxes
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O2 Seat depth (SD)

CODE	DESCRIPTION		FRAME CODE
366	SD 360 mm	incl. utensils bag under the seat upholstery	352
368	SD 380 mm	incl. utensils bag under the seat upholstery	352
615	SD 400 mm	incl. utensils bag under the seat upholstery	352
784	SD 420 mm	incl. utensils bag under the seat upholstery	353
618	SD 440 mm	incl. utensils bag under the seat upholstery	353
619	SD 460 mm	incl. utensils bag under the seat upholstery	354
787	SD 480 mm	incl. utensils bag under the seat upholstery	354
792	SD 500 mm	incl. utensils bag under the seat upholstery	355
791	SD 520 mm	incl. utensils bag under the seat upholstery	355

Seat height front (FSH) combined with castor (without seat cushion)

Horizontal columns = seat heights in mm Vertical line = castor sizes in mm

Please select your desired seat height through the combination of seat height and wheel size.

The maximum admissible seat height differenz between front and rear seat height is amounts to 90 mm!

FSH	CODE 645 pneumatic-tyred	CODE 161 protected against breakdowns	460	470	480	490	500	510	520	530
Ø 100										
Ø 125										
Ø 142										
Ø 180						,				

 $With the front seat height selection\ a\ standard\ castor\ is\ automatically\ configured.\ As\ an\ option\ please\ select\ castors\ from\ the\ Xtrends\ table\ below.$

Xtrends castors

CODE	ARTICLE	DESCRIPTION	RIM	TYRES	ØXB
689	1068963	Lightwheel (pair)	Plastic	Solid rubber transparent / coloured	100 x 23 mm
689	1072385	Castor (pair)	Alu silver	Solid rubber	100 x 32 mm
689	1072386	Castor (pair)	Alu silver	Solid rubber	125 x 32 mm

Selection

	Please tick you Standard vers				her selectio	n we will ge	enerally deli	ver the stan	dard versio	n.				
04	Seat cus	shion												
	CODE	DESCRI	IPTION											
	560	Seat cus		30 mm	1									
	561	Seat cus		60 mm										
05	Seat hei	_	-				-	withou	t seat c	ushion)			
	Please select The maximu									0 mm! For	25"/26" se€	Xtrends re	ear wheels.	
Ø 24	400	410	420	430	440	445	450	460	465	470	480	485	490	505
x 1"														
Ø 24 > 1 ^{3/8} "														
Ø 25 x 1"														
Ø 26 x 1"														
06	Extension CODE 865	DESCRI Multiblo Just in co with "Lig Not in co	IPTION ock for the ombinati of the ombinati	e extensio on with V sure brake on with si	on of the r farioblock cODE 59 de guard	ear whee CODE 76: 5. CODE 107	7 and RSH 7 by 3°-wh ravity a	420, 440 neel camb	5 mm to t and 460 r er CODE 4	nm. Not ii		ation		
	Measuring m				dle of axle (see enclose								
Variob Positio		1	Active CC	DE 766	3	4	Mediu	ım CODE 5	767 6		P 6	assive CO 7	DE 768	8
I USILI	21 I	1	_		J	+		J	U		0	/		0

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

Rear wheel combined with seat height

CODE	DESCRIPTION	Ø	Ø
651	SILVERDESIGN with radial spokes and large flange hub incl. quick-release axle (pair)	24"	-
695	Active wheel, reinforced, with radial spokes, large flange hub, hollow rim in black (pair) Recommended for more than 100 kg client weight or dynamic driving style! Not in combination with puncture proof tyres CODE 902	24"	-
752	"Light" wheel incl. RightRun Light tyres and aluminium handrim black, just in combination with 0°-wheel camber CODE 423. (pair) Recommended user weight up to 90 kg.	24"	-

For CODE 651 and 695 please select your handrim in category 08 and the tyres in category 09. As an option select Xtrends rear wheels incl. handrims and tyres instead of rear wheels CODE 651, 695 oder 752

Xtrends rear wheels

CODE	ARTICLE	DESCRIPTION	Ø
688	1068705	Six-Star incl. 8 bar high pressure tyres and aluminium handrim (pair)	24 x 1"
688	1068707	CROSS wheel incl. aluminium rim, coarse lug tyres and premium steel handrim (pair)	24 x 1.75"
688	1073641	Spinergy wheel, 12 black spokes, incl. Marathon Plus Evolution and tetra handrim (pair) White or orange spokes on request	24 x 1"
688	1073640	Spinergy wheel, 12 black spokes, incl. Marathon Plus Evolution and premium steel handrim (pair) White or orange spokes on request	24 x 1"
688	1068713	Black Light incl. Marathon Plus Evolution and aluminium handrim (pair)	24 x 1"
688	1075478 25 x 1" 1075479 26 x 1"	Active wheel, reinforced, with radial spokes, large flange hub, hollow rim in black, incl. Marathon Plus Evolution and premium steel handrim (pair). Recommended for more than 100 kg client weight or dynamic driving style!	25" 26"

 $These \ trendy \ wheels \ are \ supplied \ in \ pairs. \ Individual \ fitting \ of \ Xtrends \ wheels \ on \ request.$

Rear wheel options Lock for tetraplegics

CODE	DESCRIPTION
697	Release for tetraplegics, facilitates removing the rear wheel. Only in combination with rear wheel CODE 651 and CODE 695, recommended in combination with 3° wheel camber CODE 447

Wheel camber

423	0° wheel camber (track adjustable and wheel camber changeable later)
447	3° wheel camber (track adjustable and wheel camber changeable later)

		Please tick your choice in the boxes
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08 Handrims and handrim options (can not be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø	Ø
445	Titanium, with 6 fixtures, just in combination with the Active wheel CODE 695	24"	-
493	Premium steel high polished	24"	-
494	Aluminium, not in combination with Active wheel CODE 695	24"	-
168	Optigrip special handrim for tetraplegics	24"	-
166	Handrim coating made of silicone, smooth, black not in combination with Active wheel CODE 695	24"	-
692	Handrim space 15 mm	24"	-
693	Handrim space 25 mm	24"	-
849	Curve L, aluminium black anodized, ergonomic rear wheel profi, H 31 just in combination with active wheel CODE 695 and Spinergy-wheel		3641, 1073640
850	Curve Grip L, anti-slip coated, aluminium, suitable for tetraplegics, ergonomic rear wheel profil, H 31 mm, just in combination with active wheel CODE 695 and Spinergy-wheel Art-No. 1073641, 1073640		

Please have a look at the attatched information for the overall width of the handrim space.

Tyres (can not be combined with Xtrends wheels)

CODE	ESCRIPTION Ø Ø		Ø
496	High pressure tyres 8 bar	24 x 1"	-
486	Pneumatic tyres with groove profile	24 x 1 ^{3/8} "	-
902	Puncture proof tyres, not in combination with Active wheel CODE 695	24 x 1"	-
897	Marathon Plus Evolution tyres, protected against breakdowns	24 x 1"	-

See Category 05 seat height in combination with rear wheel.

10 Brakes

CODE DESCRI	PTION
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305	Pressure brake for driver
595	"Light" pressure brake, not in combination with Multiblock CODE 865, not in combination with frame short CODE 352. Not in combination with side guard CODE 107 / 748
681	Wheel lock extensions fold down and cannot be lost
305/706	Drum brake for attendant Just in combination with 0°-wheel camber CODE 423 Just in combination with push handles CODE 412 or CODE 502 Wheel cover CODE 98 is recommended. Not in combination with Multiblock CODE 865. Not possible for RSH 400 / 480 mm

11 Back upholstery height (BH)

 CODE	ВН	DESCRIPTION
620	250 mm	Back upholstery, adjustable tension with straps
626	300 mm	Back upholstery, adjustable tension with straps
631	350 mm	Back upholstery, adjustable tension with straps
632	400 mm	Back upholstery, adjustable tension with straps
633	450 mm	Back upholstery, adjustable tension with straps
637	500 mm	Back upholstery, adjustable tension with straps Just in combination with push handles CODE 410

Backrest (standard 90° to the seat)

CODE DESCRIPTION 410 Back with short push handle, 50 mm height adjustable 412 Back with long push handle, 50 mm height adjustable 141 Push handles, swing-away, not in combination with push handle CODE 502 Push handle, mounted on the back tube, stepless adjustable up to 150 mm, not in combination

with push handles CODE 141. Not in combination with stabilizing bracket CODE 238

Backrest options

502

CODE DESCRIPTION 29 Back, angle adjustable from the seat +/- 15° in 5° steps, adjustable later 31 Back angle factory-bent (fixed) 84° 87° 93° 96° 622 Back with lumber bent possible from BH 30m mm 238 Stabilizing bracket for the back, folding. Not in combination with push handle CODE 502. Recommended from SW 460! 814 Transverse push bar, stabilizes the back when load is increased, not in combination with push handles CODE 141. Recommended from SW 460 mm. 913 Headrest, 300 mm stepless height adjustable, just in combination with push bar CODE 814

13 Side guards and armrests

Please note the marked functional features!

1 = securely screwed 2 = swing-up 3 = removable 4 = lockable 5 = armrest height adjustable 6 = covering the wheel

CODE	DESCRIPTION	1	2	3	4	5	6
100	Aluminium side guard in frame colour with carbon fiber padding	•					•
107	Side guard incl. via knob height adjustable and removable armrests, suitable for tetraplegics. Selectable from RSH 460 mm. Not in combination with "Light" pressure brake CODE 595		•	•	•	•	
302	"Light" side guard made of aluminium in frame colour. From RSH 430 mm possible.	•					
748	Aluminium side guard in frame colour with carbon fiber padding incl. height adjustable armrest (screwed-on). Not in combination with "Light" pressure brake CODE 595	•				•	•
783	Carbon side guard	•					•
98	50 mm wheel cover Just in combination with aluminium side guard CODE 100						

14	Legrests	s and Footrests † removable swing-away	₹ SV		.						
		flip-up height adjusta	able 🔽 depth	adjustable	angle adjustable						
	CODE	DESCRIPTION	DEPTH	LSL							
	92 / 808	Legrest, removable, swing-away and swing-up, including divided footrest made of plastic, flip-up and height adjustable CODE 805	150 mm	400 - 490							
	93	Legrest upper part, swing away and removable									
	925	Operating support for locking with limited hand function.									
	94	Without legrests and footrest									
	3532	Shortened calf length. Only in connection with upper part of leg rest CODE 93 270 - 360									
	Footrest	ts									
	311	"Light" footrest one-piece made of aluminium in frame colour, flip- up, height and angle adjustable up to max. SW 460 mm	100 mm	390 - 480							
	312	Aluminium footrest one-piece in frame colour flip-up, height and angle adjustable	100 mm	390 - 480							
	313	Aluminium footrest one-piece in frame colour flip-up, height and angle adjustable. Not in combination with 7" castor CODE 645	150 mm	390 - 480							
	315	"Light" footrest one-piece made of aluminium in frame colour, flip- up, height and angle adjustable, up to max. SW 460 mm	150 mm	390 - 480							
	808	One-piece aluminium footboard in frame colour, flip-up, depth and angle adjustable	150 mm	400 - 490							

		our choice in the boxes sion: In case you do not make another selection	we will generally delive	r the standard	version.					
	Footres	t accessories								
	CODE	DESCRIPTION								
	359	Calf strap								
	823	Heel loops, just in combination with (CODE 313							
	822	Shoe strap, just in combination with 0	CODE 313							
	S vering of	Required LSL in mm (measured without : Shank length factory-adjustment 390 - 490								
15	Frame o	colours								
	CODE	DESCRIPTION		CODE	DESCRIPTION					
	130	Titanium grey		4023	Signalwhite					
	132	Red metallic		4922	Green metallic					
	183	Silver metallic		4923	Orange metallic					
	188	Blackstar		4925	Chrome silver					
	206	Matte black		2185	Brown metallic					
	216	Deepblack								
	4001	Karminred								
Further 16		can be selected on request at extra cost! Please Phoistery colours (seat uphois Trevira (black)			atalogue preface!					
	292	Breathable net material, black								
	296	Breathable net material, red								
17		hair accessories nd spoke guard DESCRIPTION								
	489	Transparent								
	Anti-tip	-wheels								
	691	Anti-tip-wheels, 1 pair, swing-away	(recommended). No	ot in combir	nation with step tube CODE 30	9				
	712	1 Anti-tip-wheel, swing-away, mour	nted left							
	713	1 Anti-tip-wheel, swing-away, mounted right								

	-	choice in the boxes n: In case you do not make another selection we will generally deliver the standard version.
	Other acc	essories
	309	Step tube (pair)
	4930	Step tube (1 piece), mounted left , not in combination with anti-tip-wheels CODE 691/712 and transit wheels CODE 746
	4931	Step tube (1 piece), mounted right , not in combination with anti-tip-wheels CODE 691/713 and transit wheels CODE 746
	746	1 pair of transit wheels, e.g. for narrow rooms or in the aeroplane Not i.c.w. step tube CODE 309 or anti-tip-wheels CODE 691, from RSH 420 mm
	929	Therapy table made of plastic, transparent, adjustable for 380 - 480 mm seat width, just in combination with side guard CODE 107
	930	Therapy table for self-drivers , acrylic, push-on for fixed seat width, just in combination with side guard CODE 107
	679	Folding fixture
	833	Safety belt with lock
	970	Crutch holder in combination with step tube
	819	Passive lighting
	205542100	Tyre pump
	951	Accessory net
	Xtrends a	ccessories
	CODE	DESCRIPTION
	261519300	X-TREME backpack
	261519600	Wheelcase "Black Wheel Case", fits max. 2 x 24" wheels or 1 x 25"/ 26" wheel
	1074231	Wheelcase "MEYRA active", fits max. 3 x 28" wheels
	206964600	3M Spoke reflectors
Orde	er remarks:	

Date:	Signature:













CODE 925

CODE 311

CODE 312

CODE 313

CODE 315



CODE 808

05

Determine the horizontal rear wheel position (centre of gravity adjustment)

TYPE OF DRIVER		ACTIVE			MEDIUM		PASSIVE			
Varioblock	S	hort CODE 76	6	Me	edium CODE :	767	Long CODE 768			
Position	1**	2**	3	4	5	6	6	7	8	
Distance* in mm	100	90	80	70	60	50	50	40	30	

^{*} Measuring method: middle of back tube to middle of axle in mm

08

Overall width in mm with 15 mm handrim space

SEAT WIDTH	32	34	36	38	40	42	44	46	48	50	52
0° wheel camber (mm)	500	520	540	560	580	600	620	640	660	680	700
3° wheel camber (mm)	540	560	580	600	620	640	660	680	700	720	740
folded, 0° wheel camber						300					
folded, 3° wheel camber						350					

^{**} Not mountable in combination with CODE 352 short frame

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
- **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.

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
- 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. 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.

11A. 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.

11B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

- **11B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.
- **11B.2.** Cancellations shall be made in writing. **11B.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%.

11C. 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.

12. 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].

13. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

- **13.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.
- **13.2.** 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.
- **13.3.** The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods.
- **13.4.** 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.