

# AVANTI PRO

1.735



Authorised client weight  
135 kg



**MEYRA®**

ACTIVE



PRO design



Light



Stays on track



Individual chassis adjustment

## Just like a pro!

### **COST EFFECTIVENESS**

- compatible with MEYRA modular kit
- secured supply of spare parts thanks to extensive network of specialist retailers
- highly adjustable without the need to exchange parts

### **THERAPEUTIC BENEFITS**

- precise adjustment options
- two frame lengths allow for very good matching to proportions
- wide variety of therapeutically proven equipment
- equipment can be adapted to individual needs, even in the case of constantly changing conditions
- one-piece frame with integrated leg rests
- comprehensive modular system

### **APPLICATIONS**

- adaptive wheelchair for universal, everyday use
- long-term care with great adjustability
- very well suited for multiple conditions
- for people with paraplegia
- for users weighing up to 135 kg and with a seat width of 580 mm

ORDER

QUOTATION

CUSTOM-MADE VERSION

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

Invoice address / customer no.:

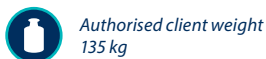
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Delivery address:

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Consignment / remarks:

**MEYRA®**



**AVANTI PRO 1.735** (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](http://www.meyra.de/en/gtc).

## **Technical data**

	352 FRAME STANDARD	353 FRAME LONG		
Seat width	360 - 580	360 - 580	Client weight	135
Width ready to go	SB + 1,900 (with side guard CODE 100 SW +1,800)		Min. Empty weight	from 11
Width folded	280		Permitted overall weight	from 146
Seat depth	350 - 430	460 - 500	Transport weight	8.5
Seat height front / rear	440 - 520 / 420 - 520	440 - 520 / 420 - 520	Rear wheel	610 (24")
Overall height	920	920	seat inclination	0° - 10°
Back rest height	340 - 440	340 - 440		
Arm support height (CODE 81)	200 - 290	200 - 290		
Length with footrests*	870 - 960	925 - 1,015		

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

Please tick your choice in the boxes

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

## 00 Frame form (frame length)

The AVANTI PRO is available in 2 frame lengths. The frame length depends on the selection of your seat depth and is configured automatically. The frame form guarantees maximal legroom and optimal transfer from/to standing for all frame length.

CODE	DESCRIPTION	SD
<input type="checkbox"/> 352	Frame standard	350 - 430 mm
<input type="checkbox"/> 353	Frame long	460 - 500 mm

Consider and select your seat depth in category 02!

## 01 Seat width (Sw)

CODE	DESCRIPTION	FRAME CODE
<input type="checkbox"/> 36	SW 360 mm	352 and 353
<input type="checkbox"/> 38	SW 380 mm	352 and 353
<input type="checkbox"/> 40	SW 400 mm	352 and 353
<input type="checkbox"/> 43	SW 430 mm	352 and 353
<input type="checkbox"/> 46	SW 460 mm	352 and 353
<input type="checkbox"/> 48	SW 480 mm	With aluminium crossbrace support tube 352 and 353
<input type="checkbox"/> 350	SW 500 mm	With aluminium crossbrace support tube 352 and 353
<input type="checkbox"/> 53	SW 530 mm	With aluminium crossbrace support tube 352 and 353
<input type="checkbox"/> 358	SW 580 mm	Aluminium crossbrace support tube, just with push bar CODE 814 and footrest CODE 54 352 and 353

## 02 Seat depth (SD)

CODE	DESCRIPTION	FRAME CODE
<input type="checkbox"/> 610	SD 350 mm	352 , just for SW 360 - 460 mm
<input type="checkbox"/> 368	SD 380 mm	352 , just for SW 360 - 460 mm
<input type="checkbox"/> 615	SD 400 mm	352
<input type="checkbox"/> 788	SD 430 mm	352
<input type="checkbox"/> 619	SD 460 mm	353
<input type="checkbox"/> 787	SD 480 mm	353
<input type="checkbox"/> 792	SD 500 mm	353

Please tick your choice in the boxes

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

### 03 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, frame and wheel size.  
The maximum allowed seat height difference between the front and back seat height is 80 mm!

Ø CASTOR	440	450	460	470	480	490	500	510	520
Ø 125 CODE 325	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Ø 142 CODE 154		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ø 180 CODE 161				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	Ø X W
<input type="checkbox"/>	689	1072386	Castor (pair)	Alu silver	Solid rubber	125 x 32 mm

### 04 Seat cushion

	CODE	DESCRIPTION
<input type="checkbox"/>	560	Seat cushion, Trevira CS 30 mm
<input type="checkbox"/>	561	Seat cushion, Trevira CS 60 mm

### 05 Seat height rear (RSH) combines with rear wheel (without seat cushion)

Horizontal columns = seat heights in mm Vertical line = Ø rear wheel

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 70 mm!

	420	435	445	460	470	480	495	505	520
Ø 24 x 1"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ø 24 x 1 3/8"		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please tick your choice in the boxes

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

## 06 Horizontal rear wheel position (centre of gravity adjustment)

Measuring method: middle of back tube to middle of axle (see the enclosed informaton)

Position	A	B	C	D
Selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 07 Rear wheels combines with seat height

CODE	DESCRIPTION	Ø
<input type="checkbox"/> 651	Standard wheel with quick release axle (pair)	24"
<input type="checkbox"/> 848	SILVERDESIGN with radial spokes and large flange hub incl. quick release axle (pair)	24"
<input type="checkbox"/> 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"

Select your handrim in category 08 and the tyres in category 09. Please consider the tyre width!  
As an option select Xtrends rear wheels incl. handrims and tyres instead of rear wheels CODE 651, 848 oder 695.

### Xtrends rear wheels

CODE	ARTICLE	DESCRIPTION	Ø
<input type="checkbox"/> 688	1068705	Six-Star incl. 8 bar high pressure tyres and aluminium handrim (pair)	24 x 1"
<input type="checkbox"/> 688	1068712	Ultra Light incl. 8 bar high pressure tyres and aluminium handrim (pair)	24 x 1"
<input type="checkbox"/> 688	1068713	Black Light incl. Marathon Plus Evolution and aluminium handrim (pair)	24 x 1"

### Rear wheel options

CODE	DESCRIPTION
<input type="checkbox"/> 880	60 mm Wheel base extension

### Wheel camber

CODE	DESCRIPTION
<input type="checkbox"/> 907	3° wheel camber, not in combination with drum brake CODE 706 and/or wheel base extension CODE 880

Please tick your choice in the boxes

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

## 08 Handrims and handrim options (can not be combines with Xtrends wheels)

CODE	DESCRIPTION		
<input type="checkbox"/> 494	Aluminium, not in combination with Active wheel CODE 695	24"	
<input type="checkbox"/> 493	Premium steel high polished	24"	
<input type="checkbox"/> 871	Dual handrim unit for seat width up to 480 mm Just in combination with solid tyres CODE 902 Not in combination with drum brakes CODE 706	24" x 1"	
<input type="checkbox"/> 168	Optigrip special handrim for tetraplegics, inclusive 25 mm handrim space CODE 693	24"	
<input type="checkbox"/> 166	Handrim coating made of silicone, smooth, black not in combination with Active wheel CODE 695	24"	
<input type="checkbox"/> 692	Handrim space 15 mm	24"	
<input type="checkbox"/> 693	Handrim space 25 mm	24"	
<input type="checkbox"/> 849	Curve L, aluminium black anodized, ergonomic rear wheel profi, H 31 mm, just in combination with active wheel CODE 695		
<input type="checkbox"/> 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		

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

## 09 Tyres (can not be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø	Ø
<input type="checkbox"/> 486	Pneumatic tyres with groove profile	24 x 1"	24 x 1 3/8"
<input type="checkbox"/> 902	Puncture proof tyres, not in combination with Active wheel CODE 695	24 x 1"	24 x 1 3/8"
<input type="checkbox"/> 897	Marathon Plus Evolution tyres, protected against breakdowns	24 x 1"	

Consider the combination of tyre width and rear wheels! See category 05 seat height in combination with rear wheel.

## 10 Brakes

CODE	DESCRIPTION
<input type="checkbox"/> 651	Pressure brake for driver
<input type="checkbox"/> 650/60	Single-handed pressure brake left (incl. long brake lever, fold-away)
<input type="checkbox"/> 650/74	Single-handed pressure brake right (incl. long brake lever, fold-away)
<input type="checkbox"/> 681	Brake lever extension folded down
<input type="checkbox"/> 680/706	Pressure brake for driver and drum brake for the attendant

Please tick your choice in the boxes

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

## 11 Back upholstery height (BH)

CODE	DESCRIPTION	HEIGHT
<input type="checkbox"/> 434/575	Back upholstery, adjustable tension with straps	340 mm
<input type="checkbox"/> 436/575	Back upholstery, adjustable tension with straps	360 mm
<input type="checkbox"/> 438/575	Back upholstery, adjustable tension with straps	380 mm
<input type="checkbox"/> 635/575	Back upholstery, adjustable tension with straps	400 mm
<input type="checkbox"/> 442/575	Back upholstery, adjustable tension with straps	420 mm
<input type="checkbox"/> 444/575	Back upholstery, adjustable tension with straps	440 mm

## 12 Backrest angle

CODE	DESCRIPTION
<input type="checkbox"/> 621	Back without lumbar bent
<input type="checkbox"/> 622	Lumbar bent back

### Backrest options

CODE	COMPATIBLE WITH CODE...	621	622	502
<input type="checkbox"/> 410	Push handles long	●	●	
<input type="checkbox"/> 413	Push handles short, not in combination with pushbar CODE 814 not in combination with drum brake CODE 706	●	●	
<input type="checkbox"/> 502	Push handle, mounted on the back tube, stepless adjustable up to 170 mm height adjustable	●	●	
<input type="checkbox"/> 814	Push bar transverse, stabilises the back under strain. Just in combination with push handles long CODE 410	●	●	●
<input type="checkbox"/> 238	Stabilizing bracket for the back, folding. Not in combination with push handle CODE 502. Recommended from SW 460!	●	●	
<input type="checkbox"/> 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 7 = swivels in to save room

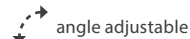
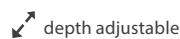
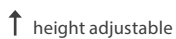
CODE	DESCRIPTION	1	2	3	4	5	6	7
<input type="checkbox"/> 21	Side guard reinforced with height adjustable armrest via push button, extra long, compatible with therapy table		●	●	●	●		●
<input type="checkbox"/> 81	Side guard, incl. height adjustable armrest via push button, short, compatible with therapy table		●	●	●	●		●
<input type="checkbox"/> 748	Side guard made of aluminium in frame colour, with carbon padding incl. height adjustable armrest (screwed)	●					●	
<input type="checkbox"/> 100	Side guard made of aluminium in frame colour, with carbon padding	●					●	



Please tick your choice in the boxes

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

## 14 Legrests and Footrests



CODE	DESCRIPTION	DEPTH	LSL
<input type="checkbox"/> 54	One-piece footrest, 60 mm depth adjustable (in 4 steps) in frame colour, flip-up, height and angle adjustable	150 mm	380 - 520
<input type="checkbox"/> 87	One-piece footrest, flip-up, 15 mm depth adjustable, in frame colour, height and angle adjustable, up to SW 480 mm	100 mm	380 - 520

**Required LSL in mm (measured without seat cushion)**  
Shank length factory-adjustment 380 - 520 mm possible.

### Footrest accessories

<input type="checkbox"/> 359	Snap-on calf strap
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## 15 Frame colours

CODE	DESCRIPTION
<input type="checkbox"/> 4919	Silverline
<input type="checkbox"/> 212	Polar White*
<input type="checkbox"/> 185	Marrakesh brown metallic
<input type="checkbox"/> 216	Deepblack

Further frame colours can be selected on request at extra cost! Please have a look at the colour chart in the catalogue preface!

\*extended delivery time

## 16 Back upholstery colours

<input type="checkbox"/> 287	Deepblack, polyester
<input type="checkbox"/> 292	Vented net material, black (just for back)

## 17 Wheelchair accessories Hand and spoke guard

CODE	DESCRIPTION
<input type="checkbox"/> 489	Transparent

Please tick your choice in the boxes

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

### Anti-tip-wheels

- |                          |     |  |
|--------------------------|-----|--|
| <input type="checkbox"/> | 728 | Anti-tip-wheels, 1 pair, swing-away              |
| <input type="checkbox"/> | 729 | Anti-tip-wheel, swing-away, mounted <b>left</b>  |
| <input type="checkbox"/> | 730 | Anti-tip-wheel, swing-away, mounted <b>right</b> |

### Step tubes

- |                          |      |   |
|--------------------------|------|---|
| <input type="checkbox"/> | 309  | Step tubes (1 pair)                       |
| <input type="checkbox"/> | 4930 | Step tube (1 piece), mounted <b>left</b>  |
| <input type="checkbox"/> | 4931 | Step tube (1 piece), mounted <b>right</b> |

### Therapy tables just in combination with side guard CODE 21 and 81

- |                          |     |   |
|--------------------------|-----|---|
| <input type="checkbox"/> | 929 | Therapy table made of plastic, transparent, adjustable for 380 - 580 mm seat width  |
| <input type="checkbox"/> | 930 | Therapy table for <b>independent drivers</b> , made of plastic, transparent, slip-on for defined seat width, front raised edge. Possible from SW 380 mm |

### Other accessories

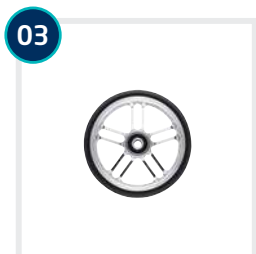
- |                          |     |   |
|--------------------------|-----|---|
| <input type="checkbox"/> | 833 | Safety belt with lock                       |
| <input type="checkbox"/> | 970 | Crutch holder in combination with step tube |
| <input type="checkbox"/> | 819 | Passive lighting                            |
| <input type="checkbox"/> | 912 | Tyre pump with holder                       |
| <input type="checkbox"/> | 936 | Smooth plastic board, transfer aid          |
| <input type="checkbox"/> | 951 | Accessory net                               |

### Xtrends accessories

- | CODE                     | DESCRIPTION  |
|--------------------------|--|
| <input type="checkbox"/> | 261519300 X-TREME backpack   |
| <input type="checkbox"/> | 261519600 Wheelcase "Black Wheel Case", fits max. 2 x 24" wheels or 1 x 25"/ 26" wheel |
| <input type="checkbox"/> | 1074231 Wheelcase "MEYRA active", fits max. 3 x 28" wheels                             |
| <input type="checkbox"/> | 206964600 3M Spoke reflectors  |

Date:

Signature:



03

Article 1072386



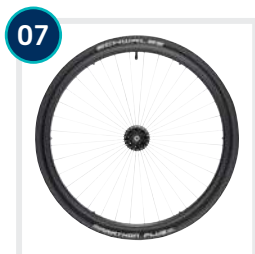
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CODE 651



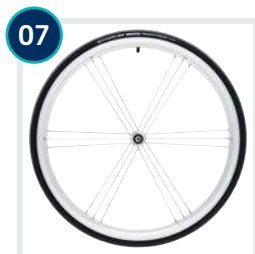
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CODE 848



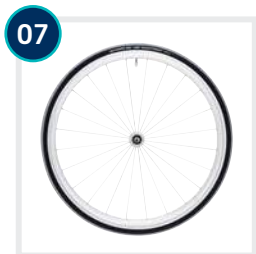
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CODE 695



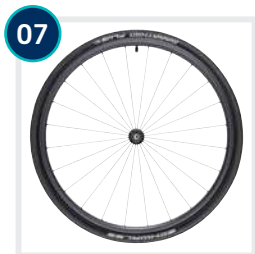
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Article 1068705



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Article 1068712



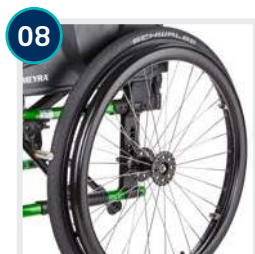
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Article 1068713



08

CODE 849



08

CODE 850



12

CODE 814



12

CODE 238



13

CODE 21



13

CODE 81



13

CODE 748



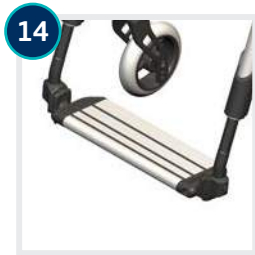
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CODE 100



14

CODE 54



14

CODE 87

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

TYPE OF DRIVER	PASSIVE	MEDIUM		ACTIVE
Position	A	B	C	D
Distance* in mm	25	40	55	70

\* Measuring method: middle of back tube to middle of axle in mm

**08 Overall width in mm with 15 mm handrim space**

SEAT WIDTH	360	380	400	430	460	480	500	530	580
0° wheel camber (mm)	560	580	600	630	660	680	700	730	780
3° wheel camber (mm)	610	630	650	680	710	730	750	780	830
Folded, 0° wheel camber	280								
Folded, 3° wheel camber	330								

**Overall width in mm with drum brake and 0° wheel camber**

Ready to go	SW + 210
Dimension folded	300

## 1. GENERAL – SCOPE

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

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

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

## 2. OFFER, CONCLUSION OF CONTRACT

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

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

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

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

## 3. PRICES

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

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

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

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

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

## 4. SHIPMENT, PASSING OF RISK

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

**4.2.** If the goods are shipped to the customer at this location, the risk of accidental loss or

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

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

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

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

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

## 5. DATE OF DELIVERY / SCOPE OF DELIVERY

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

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

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

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

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

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

## 6. PAYMENT

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

discount of 2% if payment is made within eight days of receipt of the invoice.

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

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

**6.4.** Should the customer default on payment, then all other receivables arising from the same legal relationship shall immediately become payable without the need for a separate communication.

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

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

## 7. RETENTION OF TITLE

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

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

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

**7.4.** The customer shall be obliged to notify us immediately of access by third parties to the goods delivered under retention of title and to provide us with the information and hand over

the documentation required to enforce our rights. At the same time, the customer is to inform the third party without being asked of MEYRA GmbH's ownership. Any costs incurred from this shall be borne by the customer.

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

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

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

## **8. WARRANTY / LIABILITY**

**8.1.** The customer must inspect the delivered goods immediately upon delivery. Insofar as it relates to obvious defects or defects that would have been found during a thorough inspection, the customer must notify us in writing of any complaints within one week of receipt of delivery. After expiry of this period, any liability for such defects is excluded. In the event of concealed defects, warranty claims shall only be valid if we are notified in writing within one week of discovery.

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

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

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

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

**8.6.** Further claims by the customer, in particular for damages instead of performance and for reparation of any direct or indirect damage – including incidental or consequential damages, irrespective of the legal grounds – shall be excluded. This shall not be the case if MEYRA GmbH has concealed a legal or material defect maliciously or the damage is due to intent or gross negligence on the part of MEYRA GmbH, its legal representatives or vicarious agents or to any negligent breach of essential contractual obligations. Essential contractual obligations are understood to be those where their fulfilment enables the proper execution of the contract

and on compliance with which the contracting parties regularly rely or may rely. In the case of damage to property and assets due to negligence, the liability of MEYRA GmbH shall however be restricted to an amount foreseeable in a typical contract. Furthermore, personal injury or damage to health caused by a breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.

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

## **9. STATUTE OF LIMITATIONS**

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

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

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

- Replacement products are refurbished and technically in order.
- The defective product must be returned free of charge to MEYRA GmbH within 15 working days. The returned item shall become our property.
- Should the defective product not be returned, we shall invoice the customer for the replacement item at 95% of the sales price for a new product.
- The returned item must correspond to the replacement product in model and design. The product must also be reusable and may only show wear and tear commensurate with normal use.
- MEYRA GmbH shall determine whether the returned item fulfils the requirements specified above. Should these requirements not be fulfilled, we shall also issue the customer with an invoice for the amount specified above for the replacement product delivered less the residual value of the returned item.

## **10. 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.