







Anatomic back shell, removable

Cool design



Ideally adjustable lower leg length



Super flexible: a seat, that grows with you

The rolling lightning

COST EFFECTIVENESS

- "Grow with you" wheelchair design reduces care costs
- Great versatility when it comes to adjusting the sitting position and the handling characteristics
- Rapid, long-term supply of spare parts thanks to extensive network of specialist retailers
- Excellent possibilities for reuse

THERAPEUTIC BENEFITS

- Flexible seat unit for perfect adjustment to the individual measurements of the child
- Adapter allows adjustment of seat depth to the front
- Telescopic back unit for adjustment of 45 mm to the back; ideal for seat shell care
- Lightweight, anatomic seat unit and maximum variability for ideal handling
- Enormous amount of leg room at the front due to standard abduction frame
- Very easy to adjust to any necessary changes resulting from growth or a change in functions
- Length for calf progressively adjustable up to 200 mm

APPLICATIONS

- For active children and young people
- For domestic use and leisure activities
 For children of kindergarten, pre-school and school age

1 of 9

\bigcirc ORDER

 \bigcirc QUOTATION

○ CUSTOM-MADE VERSION

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





FLASH 1.135 (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

| | MIDI | ΜΑΧΙ |
|---------------------------|------------------------|-------------------------|
| Seat width | 240 - 300 | 240 - 400 |
| Total width with 0, 3, 6° | SB + 180 (0°) / SB + 2 | 20 (3°) / SB + 260 (6°) |
| Seat depth | 240 - 300 | 320 - 400 |
| Seat height front/rear | 390 - 470 / 360 - 440 | 390 - 480 / 390 - 470 |
| Overall height | HSH+RH+40 | HSH+RH+40 |
| Back height | 250 - 400 | 250 - 400 |
| Backrest angle adjustment | 75° - 105° | 75° - 105° |
| Lower leg length | 200 - 290* | 250 - 320/330 - 440* |
| Length with footrests | 670 - 745 | 855 - 930 |

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 \pm 10 mm / 0,39 inch The specifications are subject to constructional changes.

| 75 |
|-----------|
| 10 |
| 85 |
| 8 |
| 550 (22") |
| 600 (24") |
| |

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

Frame design (frame length)

| CODE | DESCRIPTION | LENGTH | SEAT DEPTH | SEAT WIDTH | REAR V | /HEEL |
|------|-------------------|--------|--------------|--------------|--------|-------|
| 351 | Frame length Midi | 472 mm | 240 - 300 mm | 240 - 300 mm | 22" | - |
| 352 | Frame length Maxi | 562 mm | 320 - 400 mm | 240 - 400 mm | - | 24" |

 * Please take note of and compare your data in categories 03 and 05 (FSH and RSH).



00

| CODE | DESCRIPTION |
|------|-------------|
| 124 | SW 240 mm |
| 126 | SW 260 mm |
| 28 | SW 280 mm |
| 30 | SW 300 mm |
| 32 | SW 320 mm |
| 34 | SW 340 mm |
| 36 | SW 360 mm |
| 38 | SW 380 mm |
| 40 | SW 400 mm |

02 Seat depth (SD)

| CODE | DESCRIPTION | FRAME CODE |
|------|-------------|------------|
| 524 | SD 240 mm | 351 |
| 526 | SD 260 mm | 351 |
| 528 | SD 280 mm | 351 |
| 390 | SD 300 mm | 351 |
| 392 | SD 320 mm | 352 |
| 394 | SD 340 mm | 352 |
| 366 | SD 360 mm | 352 |
| 368 | SD 380 mm | 352 |
| 615 | SD 400 mm | 352 |

03

Please tick your choice in the boxes

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

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

Please select your desired seat height by choosing a possible combination of seat height and wheel size. Horizontal columns = seat heights in mm vertical lines = Ø castor sizes in mm

Seat height at the front combined with the Midi frame length CODE 351

| FSH | FRAME | 390 | 400 | 410 | 420 | 430 | 440 | 450 | 460 | 470 | 480 |
|-----------------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Ø 100 solid rubber | 351 | | | | | | | | | - | - |
| Ø 125 solid rubber | 351 | - | - | | | | | | | | - |

Front seat height combined with frame length Maxi CODE 352

| Ø 100 solid rubber | 352 | | | | | | | - | - |
|-----------------------------|-----|---|---|---|---|--|--|---|---|
| Ø 125 solid rubber | 352 | - | - | | | | | | - |
| Ø 142 soft- solid rubber | 352 | - | - | - | - | | | | |

When FSH is selected then a standard castor is automatically configured. You also have the option of selecting castor wheels from the following table. Please take note of the selection in category 05 seat height.

Xtrends castor wheels

| CODE | ARTICLE | DESCRIPTION | RIMS | TYRES | ØXW |
|------|---------|-------------------|---------------------|--|-------------|
| 689 | 1068963 | Lightwheel (pair) | plastic | Solid rubber transparent, coloured | 100 x 23 mm |
| 689 | 1072385 | Castor (pair) | aluminium silver | solid rubber | 100 x 32 mm |
| 689 | 1072386 | Castor (pair) | aluminium silver | solid rubber | 125 x 32 mm |

Seat cushion + seat units

| CODE | DESCRIPTION |
|------|-------------|
| CODL | DESCRIPTION |

| 560 |) | Seat cushion, Trevira CS | 30 mm |
|-----|---|--|---|
| 948 | 3 | Seat cushion, shaped, just in combination with back shell CODE 940 | 30 mm, Coverings are the same as the back cushion |

Seaty seat units

| 4976 | 1066353* | Seaty seat padding, anatomically formed seat | |
|------|-----------|--|-----------------|
| 4976 | 1066355** | Seaty Active seat shell, only in combination without seat and back cover CODE 4977 | up to SB 300 mm |
| 4976 | 1066354** | Seaty Active seat shell, only in combination without seat and back cover CODE 4977 | from SW 300 mm |

Please tick your choice in the boxes Standard version: In case you do not make another selection we will generally deliver the standard version. Adapting the Seaty Please specify only the Seaty dimensions. See the Seaty accompanying information. The Seaty increases the seat height by 30 mm * SW wheelchair = Seaty seat width + 30 mm ** SW wheelchair = Seaty seat width + 40 mm The back height is measured up to the shoulder blade. Seat width in mm: Seat depth in mm: Back height in mm: Seaty cover fabrics and colours Incontinence material, black Black Dark blue Light blue (only for seat cushions) Rear seat height (RSH) combined with rear wheel (without seat cushion) 05 Please select your desired seat height by choosing a possible combination of seat height and wheel size. Horizontal columns = seat heights in mm vertical rows = Ø rear wheel FRAME 360 370 380 390 400 410 420 430 440 450 460 470 Ø 22 x 1" 351 _ _ _ _ _ Ø 24 x 1" 352 _ _ -_ Range of adjustment: 0°, 3° and 6°. If each are at a seat inclination of 3°, the RSH decreases by 10 mm with respect to FSH. * Not in connection with the 125 mm castor. Please note the selection in category 03 seat height at front. Horizontal rear wheel position (centre of gravity adjustment) 06 ACTIVE **INTERMEDIATE** PASSIVE 2 3 Position 1 4 Distance* in mm 70 55 40 25

* Measuring method: front edge of the rear tube up to the middle of the axle in mm

Rear wheels combined with the frame length

For this, select your hand rim in category 08.

07

Optionally, please select Xtrends rear wheels including hand rims and tyres instead of rear wheels CODE 651 or 752.

| CODE | DESCRIPTION | Ø | Ø |
|----------|---|-----|-----|
| 651 | Standard wheel including 8 bar high-pressure tyres and quick-release axle (pair) | 22" | 24" |
| 752 | Lightweight wheel including 8 bar high-pressure tyres and alumin- ium hand rim (pair), lightweight versus conventional wheels, saving 330 g per wheel, just in combination with high-pressure tyres CODE 496 | 22" | 24" |

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

Xtrends rear wheels

| CODE | ARTICLE | DESCRIPTION | Ø |
|------|---------|---|------------|
| 688 | 1068705 | Six star including 8 bar high-pressure tyres and aluminium hand ring (pair) | 24 x 1" |
| 688 | 1068707 | CROSS wheel including aluminium rim; rugged studded tyres and stainless steel hand rim (pair) | 24 x 1.75" |

We ship these trendy wheels in pairs. Different equipment for the Xtrends wheels available on request.

Wheel camber

| CODE | DESCRIPTION |
|------|-----------------|
| 423 | 0° wheel camber |
| 447 | 3° wheel camber |
| 454 | 6° wheel camber |

08

09

Hand rims and hand rim options (cannot be combined with Xtrends wheels)

| CODE | DESCRIPTION | Ø | Ø |
|------|--|-----|-----|
| 492 | Maxgrepp Ergo Only in combination with 15 mm hand rim gap CODE 692. Not in connection with spoke guard | 22" | 24" |
| 493 | Stainless steel, highly polished | - | 24" |
| 494 | Aluminium | 22" | 24" |
| 168 | Optigrip special hand rims for tetraplegics | - | 24" |
| 166 | Hand rim coating made of silicone, smooth, black | 22" | 24" |
| 692 | Narrow hand rim gap | 22" | 24" |
| 693 | Wide hand rim gap | 22" | 24" |

Total width of hand rim gap; see enclosed information.

Tyres (cannot be combined with Xtrends wheels)

| CODE | DESCRIPTION | Ø | Ø |
|------|--|---------|---------|
| 496 | High-pressure tyres 8 bar | 22 x 1" | 24 x 1" |
| 902 | Puncture-resistant polyurethane tyres | 22 x 1" | 24 x 1" |
| 897 | Marathon Plus Evolution tyres, 10 bar, puncture protection | 22 x 1" | 24 x 1" |



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

10 Brakes

| CODE | DESCRIPTION |
|------|---|
| 305 | Pressure brake for driver |
| 706 | Drum brake for accompanying person, pressure brake for user, select CODE 305 separately. Aluminium hand rim CODE 494, high-pressure tyres 8 bar CODE 496, push handle CODE 502 |

Brakes accessories

| 681 Foldable, securely mounted brake lever extension | |
|--|--|
|--|--|

Back strap height (BH)

| CODE | DESCRIPTION | HEIGHT |
|------|-------------|---------------------------------|
| 620 | Rear strap | 250 mm, adjustable by +/- 20 mm |
| 625 | Rear strap | 300 mm, adjustable by +/- 20 mm |
| 631 | Rear strap | 350 mm, adjustable by +/- 20 mm |
| 632 | Rear strap | 400 mm, adjustable by +/- 20 mm |

12 Back system and backrest

| CODE | DESCRIPTION |
|------|---|
| 735 | Adjustable back with back cushion |
| 940* | Removable back shell made of aluminium in frame colour |
| 949* | Back cushion for back shell CODE 940 |
| 593 | Without back cover |
| 4977 | Without seat and back cover, in combination with Seaty Active |

* See the separate measurement sheet for further information

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

Backrest options

| 410 | Back with push handle |
|-----|---|
| 809 | One-piece push bar, height-adjustable and removable. Not in combination with drum brake CODE 706 |
| 502 | Push handle, mounted on the back tube, progressive height adjustment up to 300 mm |
| 29 | Back, +/- 15°, adjustable in 5° intervals. Not in combination with push handle CODE 410 |
| 913 | Head rest, removable, adjustable height, angle and depth Only with height-adjustment push handles CODE 502 |



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 = with wheel cover

| CODE | DESCRIPTION | 1 | 2 | 3 | 4 | 5 | 6 | | |
|------|--|---|---|---|---|---|---|--|--|
| 100 | Aluminium side guard in frame colour | • | | | | | • | | |
| 748 | Aluminium side guard in frame colour incl. height-adjustable armrest (screwed in place) | • | | | | ٠ | • | | |

| CODEDESCRIPTIONDEPTHLSLS5/128One-piece footrests, can be folded up to the side, adjust- able height, depth and angle, for short lower leg lengths200 - 290 for Midi Frame CODE 351 250 - 320 for Maxi frame CODE 351 | |
|---|--|
| One-piece footrests, can be folded up to the side, adjust- 55/128 able height, depth and angle, for short 200 lower leg lengths 200 250 - 320 for Maxi | |
| frame CODE 352 | |
| One-piece footrests, can be folded up to the side,55/762adjustable height, depth and angle for long lower leg200330 - 440lengths, only in combination with Maxi frame CODE 352 | |

Required LSL in mm (measured without seat cushion)

Footrest accessories

| 359 | Calf strap |
|-----|--------------------------------|
| 664 | Footrest locking mechanism |
| 822 | Shoe positioning straps (pair) |
| 823 | Heal ledge |



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

Frame colours

15

| CODE | DESCRIPTION |
|------|------------------|
| 4923 | Orange metallic |
| 4922 | Green metallic |
| 4925 | Silver chrome |
| 4066 | Tornado red |
| 206 | Matt black |
| 180 | Lemon reflective |
| 224 | Blue metallic |

Further frame colours can be selected on request at no extra charge. See the colour chart in the catalogue introduction.

16 Seat and back strap colours

| CODE | DESCRIPTION |
|------|-------------------------|
| 235 | Trevira black |
| 292 | Mesh, breathable, black |

17 Wheelchair accessories Hand and spoke guard

| CODE | DESCRIPTION |
|----------|---|
| 489 | Transparent |
| 4975 | 206155600 Blueprince special themes, see www.blueprince.de Not in combination with drum brake CODE 706 This product is not eligible for discount. |
| 4974 | Transparent with flash lettering |
| | Enter the Blueprince model number here. Select themes at www.blueprince.de |
| Step bar | |

309

1 item, not in combination with anti-tip wheels CODE 728

Anti-tip wheels

| 728 | Anti-tip wheels, 1 pair, swing-away |
|-----|---|
| 729 | 1 anti-tip wheel, swing-away, mounted left |
| 730 | 1 anti-tip wheel, swing-away, mounted right |



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

Therapy tables

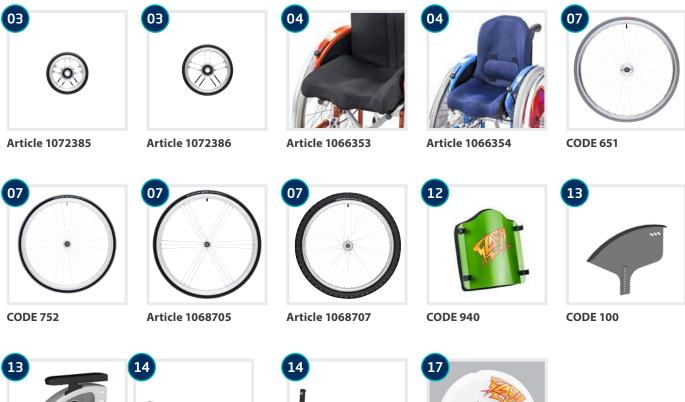
| 929 | Therapy table made of plastic, transparent, adjustable only in combination with side guard, CODE 748 | | | | | |
|------------|---|--|--|--|--|--|
| Other acce | ssories | | | | | |
| 679 | Fold fixing | | | | | |
| 970 | Crutch holder, in combination with pedal CODE 309 | | | | | |
| 819 | Passive lighting | | | | | |
| 205542100 | Hand compressor | | | | | |
| 833 | Safety belt with lock | | | | | |

Xtrends accessories

| 261519300 | X-TREME backpack |
|-----------|---|
| 261519600 | "Black Wheel Case", fits max. 2 x 24" wheels and/or 1 x 25" or 26" wheel |
| 206964600 | 3M spoke reflectors |

Order remarks:

Signature:





CODE 748



CODE 55/128



CODE 55/762



CODE 4974

04

SEATY seat padding article 1066353 SEATY Active seat shell article 1066355

| WHEELCHAIR DIMENSIONS | SEATY | WHEELCHAIR DIMENSIONS | | SEATY | |
|--------------------------|-----------------------|--------------------------|------------|------------|-------------|
| Seat width* | Seat width Seat depth | Seat width** | Seat width | Seat depth | Back height |
| 240 | 210 240 | 240 | 200 | 240 | 240 |
| 260 | 230 260 | 260 | 220 | 260 | 260 |
| 280 | 250 280 | 280 | 240 | 280 | 280 |
| 300 | 270 300 | 300 | 260 | 300 | 300 |
| 320 | 290 320 | | | 320 | 320 |
| 340 | 310 340 | | | 340 | 340 |
| 360 | 330 360 | | | 360 | 360 |
| 380 | 350 380 | | | 380 | 380 |
| 400 | 370 400 | | | 400 | 400 |

SEATY Active seat shell article 1066354

| WHEELCHAIR DI- MENSIONS | | SEATY | |
|----------------------------|------------|------------|-------------|
| Seat width** | Seat width | Seat depth | Back height |
| 320 | 280 | 240 | 240 |
| 340 | 300 | 260 | 260 |
| 360 | 320 | 280 | 280 |
| 380 | 340 | 300 | 300 |
| 400 | 360 | 320 | 320 |
| | | 340 | 340 |
| | | 360 | 360 |
| | | 380 | 380 |
| | | 400 | 400 |

* SW wheelchair = Seaty seat width + 30 mm ** SW wheelchair = Seaty seat width + 40 mm

The seat height is increased by 30 mm with the anatomically formed seat cushion.

09 Overall width in mm with narrow hand rim gap

| | MIDI | | | | MAXI | | | | |
|------------------------------|------|-----|-----|-----|------|-----|-----|-----|-----|
| SEAT WIDTH IN MM | 240 | 260 | 280 | 300 | 320 | 340 | 360 | 380 | 400 |
| with 0° wheel camber (mm) | 420 | 440 | 460 | 480 | 500 | 520 | 540 | 560 | 580 |
| with 3° wheel camber (mm) | 460 | 480 | 500 | 520 | 540 | 560 | 580 | 600 | 620 |
| with 6° wheel camber (mm) | 500 | 520 | 540 | 560 | 580 | 600 | 620 | 640 | 660 |

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 \in 150.00 net goods value, a minimum-order surcharge of \in 9.50 including freight component shall be levied.

4. SHIPMENT, PASSING OF RISK

4.1. The place of delivery shall be the registered premises of MEYRA GmbH insofar as nothing has been expressly agreed to the contrary.
4.2. If the goods are shipped to the customer at this location, the risk of accidental loss or

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

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

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

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

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

5. DATE OF DELIVERY / SCOPE OF DELIVERY

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

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

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

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

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

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

6. PAYMENT

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

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

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

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

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

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

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

7. RETENTION OF TITLE

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

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

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

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

and on compliance with which the contracting parties regularly rely or may rely. In the case of damage to property and assets due to negligence, the liability of MEYRA GmbH shall however be restricted to an amount foreseeable in a typical contract. Furthermore, personal injury or damage to health caused by a breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded. **8.7.** Liability under the *Produkthaftungsgesetz*

[German Product Liability Act] is unaffected.

9. STATUTE OF LIMITATIONS

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

9.1. REPLACEMENT PRODUCT SERVICE

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

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

10. 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 \in 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.