

# iCHAIR MC2 RS 1.615



Authorised user weight  
160 kg + 10 kg additional load



**MEYRA®**



15" drive wheels



Side guard lighting with custom engraving



Black-red RS design



Recaro seat in black Artificial leather

## Extremely sporty

### **COST EFFECTIVENESS**

- efficiency thanks to simple maintenance and a high degree of ease in servicing
- little need for repairs as a result of the use of high-end and long-life components
- the modular design of the iChair family means great compatibility of components
- multiple settings allow for individual adjustment
- optimal user size limits such as a standard user weight of 160 kg make reuse easier

### **THERAPEUTIC BENEFITS**

- ideal for maintaining mobility at home, at the work station and around the office
- effective pressure relief and relaxed positioning for long periods of sitting are facilitated by the large, electrically operated adjusting areas
- various seat units for corresponding to individual needs

### **APPLICATIONS**

- for both indoors and out
- for permanent and all-day use for independent mobility, even for more advanced functional disorders
- for working and active people who require a wheelchair for numerous different everyday situations
- suitable for outdoor use thanks to large tyres as standard and optionally available 10 km/h version
- interior spaces are mastered with ease thanks to the compact design and high manoeuvrability

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®**



 **Authorised client weight**  
160 kg + 10 kg additional load

**iChair mc2 RS 1.615** (Price for basic model incl. batteries and battery charger, incl. standard side guards, incl. 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**

Seat width <sup>1) 2)</sup>	380 – 650
Seat depth <sup>2)</sup>	400 – 560 / 480 – 530
Back height <sup>2)</sup>	530 – 570 / 640
Lower leg length <sup>2)</sup>	350 – 500 / 350 – 500
Armrest height <sup>2)</sup>	180 – 290 / 180 – 290
Seat height at front <sup>2)</sup>	530 – 600 / 580 – 650
Length with footrests	1,130
Length without footrests	830
Width <sup>3)</sup> when ready for use	635
Height without headrest <sup>3)</sup>	1,010 – 1,130

Transport dimensions length	830
Transport height min.	590 – 660
Wheel size at front	260 x 70 (10")
Wheel size at rear	380 x 75 (15")
Max. obstacle height <sup>4)</sup>	60
Turning radius	840

- <sup>1)</sup> See category 01 seat width
- <sup>2)</sup> ErgoSeat/RECARO seat units, seat angle is 4°
- <sup>3)</sup> ErgoSeat seat unit
- <sup>4)</sup> 120 mm including stair climber

Please tick your choice in the boxes

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

## Technical data

Empty weight when transported min. for basic equipment <sup>5)</sup>	100
Max. weight of user	160
Permitted overall weight including options	320
Max. additional load	10

**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.**

<sup>5)</sup> Without leg rests and armrests

<sup>6)</sup> See category 00 chassis/motorisation

<sup>7)</sup> The adjusting area may deviate by up to +/-3° for each SH and size of the castors

Travel speed km/h	6/13
Motor output W	2 x 300 / 2 x 350
Range with battery 63 Ah (5 h), 73 Ah (20 h) max. in km <sup>6)</sup>	35-40
Permitted gradients/descents	15 %
Steering method	indirect
Electrical tilt-in-space <sup>7)</sup>	-2° to +26°
Mechanical tilt-in-space	0° to +10°
Electrical backrest angle	-10° to +50°
Mechanical backrest angle	-10° to +30°

## 00 Chassis/motorisation

CODE	DESCRIPTION	Speed	Motor power	Range
<input type="checkbox"/> 115	6 km/h	2 x 300 W	40 km	
<input type="checkbox"/> 120	13 km/h incl. 120A Power module	2 x 350 W	35 km	

**Just in combination with CODE 833 lap belt**

### Chassis options

<input type="checkbox"/> 892	standard suspension recommended for user weights of up to 120 kg
<input type="checkbox"/> 891	standard suspension recommended for user weights up to 120 - 160 kg

## 01 Seat width (SW)

CODE	DESCRIPTION
<input type="checkbox"/> 38	SW 380 mm seat width can be adjusted progressively from 380 to 500 mm via the armrests (width of seat 380 mm)
<input type="checkbox"/> 43	SW 430 mm seat width can be adjusted progressively from 430 to 550 mm via the armrests (width of seat 430 mm)
<input type="checkbox"/> 48	SW 480 mm seat width can be adjusted progressively from 480 to 600 mm via the armrests (width of seat 480 mm)
<input type="checkbox"/> 53	SW 530 mm seat width can be adjusted progressively from 530 to 650 mm via the armrests (width of seat 530 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.

## 02 Seat depth (SD)

For the desired seat depth, see 07 seat units

## 03 Castors/front seat height (FSH) combined with castor (without seat cushion)

\* FSH measured with 4° inclination, upper edge of seat unit

CODE	DESCRIPTION Ø X W	INCH / MM	FRONT SEAT HEIGH FSH IN MM*		
			460	500	530
142	tyres with aluminium rims	10" 260	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Just in combination with seat width 380 and 430

Please note the height of the seat cushion \* with 4° inclination

### Castor options

CODE	DESCRIPTION
<input type="checkbox"/> 146	pneumatic tyres with puncture protection
<input type="checkbox"/> 900	puncture-resistant tyres
<input type="checkbox"/> 816	splash guard for castors

### Rear wheels

CODE	DESCRIPTION
<input type="checkbox"/> 772	15" tyres, aluminium rims stud profile

## 04 Rear wheel options

<input type="checkbox"/> 482	pneumatic tyres
<input type="checkbox"/> 904	puncture-resistant tyres
<input type="checkbox"/> 824	splash guard for rear wheels

## 05 Tyre options

CODE	COLOUR
<input type="checkbox"/> 908	black

## 06 Tilt-in-space/seat lift

CODE	DESCRIPTION	INCLINATION
<input type="checkbox"/> 119	Mechanical tilt-in-space, progressive	0° to +10°
<input type="checkbox"/> 118	Electrical tilt-in-space, progressively by 28 degrees*	-2° to +26°

\* The adjustment area may vary by max. +/-3° depending on the SH and size of the castors.

Bitte kreuzen Sie Ihre Auswahl in den Kästchen an

**Standard-Ausführung:** Sollten Sie keine andere Auswahl treffen, liefern wir grundsätzlich in der Standard-Ausführung aus.

## 07 Seat and seat systems

CODE	DESCRIPTION	SEAT DEPTH
<input type="checkbox"/> 948 / 615	ErgoSeat seat	400 mm
<input type="checkbox"/> 948 / 788	ErgoSeat seat	430 mm
<input type="checkbox"/> 948 / 619	ErgoSeat seat	460 mm
<input type="checkbox"/> 948 / 792	ErgoSeat seat	490 mm
<input type="checkbox"/> 948 / 793	ErgoSeat seat	530 mm
<input type="checkbox"/> 948 / 356	ErgoSeat seat	560 mm
<input type="checkbox"/> 2007/615 <sup>2)</sup>	mySeat seat cushion black, breathable	400 mm
<input type="checkbox"/> 2007/788 <sup>2)</sup>	mySeat seat cushion black, breathable	430 mm
<input type="checkbox"/> 2007/619 <sup>2)</sup>	mySeat seat cushion black, breathable	460 mm
<input type="checkbox"/> 2007/792 <sup>2)</sup>	mySeat seat cushion black, breathable	490 mm

### Seat and seat systems

CODE	DESCRIPTION
<input type="checkbox"/> 579	RECARO seat unit, special S with mechanical back
<input type="checkbox"/> 567	RECARO seat unit, special F with electrical back
<input type="checkbox"/> 580	RECARO seat unit, special M with mechanical back
<input type="checkbox"/> 578	RECARO seat unit, special W with electrical back
<input type="checkbox"/> 581	RECARO seat unit, special L with mechanical back
<input type="checkbox"/> 584	RECARO seat unit, special X with electrical back

Please take note of the front height of the seat cushion: standard seat cushion +60 mm, ErgoSeat +70 mm, mySeat +80 mm and RECARO +150 mm. Prolonged delivery time for RECARO seats. <sup>1)</sup> Seat depth adjustable to 400, 430, 460, 490, 530 mm. <sup>2)</sup> just in combination with seat width 430 and 480.

### Positioning and accessories of mySeat cushion

CODE	DESCRIPTION	CODE/THICKNESS IN MM			
<input type="checkbox"/> 2009	mySeat sag minimiser				
<input type="checkbox"/>	mySeat seat inclination wedge	<input type="checkbox"/> 2010	25	<input type="checkbox"/> 2012	50
		<input type="checkbox"/> 2011	37.5		
<input type="checkbox"/>	mySeat hemi balance wedge	<input type="checkbox"/> 2013	25	<input type="checkbox"/> 2014	37.5
		<input type="checkbox"/> 2015	50		
<input type="checkbox"/>	mySeat leg stabilisation wedge	<input type="checkbox"/> 2016	small	<input type="checkbox"/> 2017	medium
		<input type="checkbox"/> 2018	large		
<input type="checkbox"/> 964	mySeat outer leg stabilisation, pair				

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 ErgoSeat covers

CODE	DESCRIPTION
<input type="checkbox"/> 297	ErgoSeat seat, fabric, RS Design red/black
<input type="checkbox"/> 4980	ErgoSeat cover, incontinence, black

## 09 Back and back systems

CODE	DESCRIPTION
<input type="checkbox"/> 949	ErgoSeat back, height: 530 mm, convertible to 570 mm
<input type="checkbox"/> 2019/2020	mySeat comfort back, textile black, height 530 mm, convertible into 570 mm, just in combination with seat width 430 and 480 mm

\* Not suited for armrest CODE 24 which can be pivoted up and pad CODE 957 and 954

### Positioning and accessories of mySeat comfort back

CODE	DESCRIPTION	CODE / THICKNESS IN MM	
<input type="checkbox"/> 2032	mySeat thorax pads, small, pair		
<input type="checkbox"/> 2021	mySeat thorax pads, large, pair		
	mySeat lordosis cushion	<input type="checkbox"/> 2022 25	<input type="checkbox"/> 2024 50
		<input type="checkbox"/> 2023 37.5	
	mySeat thoracic wedge	<input type="checkbox"/> 2025 25	<input type="checkbox"/> 2027 50
		<input type="checkbox"/> 2026 37.5	
	mySeat lumbar wedge	<input type="checkbox"/> 2028 25	<input type="checkbox"/> 2029 37.5 <input type="checkbox"/> 2030 50

## 10 Back options

CODE	DESCRIPTION		
<input type="checkbox"/> 814	one-piece push bar		
<input type="checkbox"/> 2814	one-piece push bar, only in combination with RECARO		
<input type="checkbox"/> 410	separate push bars including stabilisation bar		
<input type="checkbox"/> 913	headrest, faux leather black		
<input type="checkbox"/> 401	mechanical back adjustment	-10° to 30°	10° intervals
<input type="checkbox"/> 25	electrical back adjustment	-10° to 50°	progressive

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 Side guards and armrests

1 = removable 2 = height adjustable 3 = width adjustable 4 = depth adjustable

Please note the marked functional features.

CODE	DESCRIPTION	1	2	3	4
<input type="checkbox"/> 106	standard side guard with padded armrest and calendered clothes guard	●	●	●	●
<input type="checkbox"/> 4960	side guard with padded armrest, calendered clothes guard and slight depression in the arm rest	●	●	●	●
<input type="checkbox"/> 21	side guard with padded armrest, calendered clothes guard and long angled armrest	●	●	●	●
<input type="checkbox"/> 24	side guard with padded armrest, swing-up and angle adjustable, varying armrest height = 190 - 230 mm only in combination with CODE 4859 control module holder	-	●	-	-
<input type="checkbox"/> 769	satinised clothes guard without armrest, only in combination with CODE 24	-	-	-	-
<input type="checkbox"/> 773*	Red LED lighting for clothes guard including custom engraving. Please enter your desired text:	Font size 12 mm (max. 2 x 15 characters): ----- Font size 18 mm (max. 2 x 10 characters): -----			
<input type="checkbox"/> 774*	Blue LED lighting for clothes guard including custom engraving. Please enter your desired text:	Font size 12 mm (max. 2 x 15 characters): ----- Font size 18 mm (max. 2 x 10 characters): -----			

\* not in combination with crutch holder CODE 970

## 12 Leg rests

CODE	DESCRIPTION	54	805	808
<input type="checkbox"/> 93	leg supports, removable and swing-away including calve band red/black	●	●	●
<input type="checkbox"/> 92	leg rests, swing-up, removable and swing-away	-	●	●
<input type="checkbox"/> 86	leg supports can swing up electrically, removable, swing-away	-	●	●

## 13 Footrests

CODE	DESCRIPTION	DEPTH	LSL	92	93	86
<input type="checkbox"/> 54	one-piece footrest, 60 mm depth-adjustable (in 4 intervals), flip-up, height and angle adjustable	150 mm	280 - 430 mm	-	●	-
<input type="checkbox"/> 805	separate footrests adjustable height, flip-up	150 mm	280 - 430 mm	●	●	●
<input type="checkbox"/> 808	separate footrests, adjustable height, angle and flip-up	150 mm	280 - 430 mm	●	●	●
<input type="checkbox"/> 822	shoe positioning straps (pair)					
<input type="checkbox"/> 823	heel loops (pair)					

Please note that with the different seat units, the LSL increases accordingly: standard seat cushion +60 mm, ErgoSeat +70 mm and RECARO +150 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.

## 14 Batteries and battery chargers

CODE	DESCRIPTION
<input type="checkbox"/> 5158	Maintenance-free batteries approx. 63 Ah (5h), 73 Ah (20h)
<input type="checkbox"/> 733	Battery charger 12 A

## 15 Lighting

CODE	DESCRIPTION
<input type="checkbox"/> 932	active LED lighting at the front and back in accordance with StVZO

## 16 Control modules and equipment

CODE	DESCRIPTION
<input type="checkbox"/> 702 / 415 / 678	power/adjustment/control module R-net with LED display
<input type="checkbox"/> 702 / 416 / 678	power/adjustment/control module R-net with LCD colour display
<input type="checkbox"/> 918	ESP driving stability module just in combination with R-net / LCD colour display
<input type="checkbox"/> 4571	OMNI module for special controls

### Options for control module

CODE	DESCRIPTION
<input type="checkbox"/> 74	right-handed assembly
<input type="checkbox"/> 60	left-handed assembly

## 17 Control module holder

CODE	DESCRIPTION
<input type="checkbox"/> 4859	control module holder with adjustable length
<input type="checkbox"/> 4566	control module holder, adjustable length and height
<input type="checkbox"/> 4860	control module holder, adjustable length and height, swing-away
<input type="checkbox"/> 4874	protective bracket for the R-net control module
<input type="checkbox"/> 851	control module holder for accompanying person (control module can be removed from the front and plugged into the back) only in combination with the one-piece push bar CODE 814

Please tick your choice in the boxes

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

## 18 Special control modules and special controls

CODE	DESCRIPTION
<input type="checkbox"/> 4789	additional control module with priority circuit for the accompanying person including assembly on the rear tube (only in connection with CODE 814)
<input type="checkbox"/> 4660	tabletop with gap (in the middle) for a control module, mounted to swing away to the right, not in combination with CODE 24 side guard
<input type="checkbox"/> 4661	tabletop with gap (in the middle) for control module, mounted to swing away to the left, not in combination with CODE 24 side guard
<input type="checkbox"/> 813	table control, can be swung both to the left and right only in combination with R-net control module with LED display CODE 702/415, not in combination with CODE 24 side guard
<input type="checkbox"/> 543	external On/Off button, green, diameter 63 mm, for users with difficulty using the buttons of the control module or as an emergency/off function for an accompanying person only in combination with the R-net control module with the LCD colour display CODE 702/416 or OMNI environmental control CODE 4571
<input type="checkbox"/> 596	as with CODE 543, yellow, diameter 63 mm
<input type="checkbox"/> 778	as with CODE 543, green, 30 mm diameter
<input type="checkbox"/> 779	as with CODE 543, yellow, diameter 30 mm
<input type="checkbox"/> 565	chin control, can be electronically swung away to the side, only in combination with R-NET control module CODE 702 and OMNI environmental control CODE 4571
<input type="checkbox"/> 810	chin control, can be mechanically swung away to the side, only in combination with R-NET control module CODE 702 and OMNI environmental control CODE 4571
<input type="checkbox"/> 657	External keyboard for the direct activation of 6 electric seat adjustments Just in combination with R-Net CODE 702/416
<input type="checkbox"/> 794	Bluetooth PC mouse control
<input type="checkbox"/> 4611	MicroPilot zero-displacement joystick, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4600	MicroPilot zero-displacement joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4612	MicroGuide way-joystick, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4601	MicroGuide way-joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4940	Neckband holder in combination with CODE 4611 oder 4612

**Special control modules and special controls often require further adjustment. That is why they generally cannot be considered a finished product. Positioning and programming are performed on-site with the participation of the user and a technician.**

Please tick your choice in the boxes

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

### Joystick attachments

CODE	DESCRIPTION
<input type="checkbox"/> 4602	Joystick attachment MicroPilot Cork, with spring, soft
<input type="checkbox"/> 4603	Joystick attachment MicroPilot Cork, with spring, medium
<input type="checkbox"/> 4604	Joystick attachment MicroPilot colourful, with spring, soft
<input type="checkbox"/> 4605	Joystick attachment MicroPilot colourful, with spring, medium
<input type="checkbox"/> 4606	Joystick attachment MicroPilot blue, with spring, soft
<input type="checkbox"/> 4607	Joystick attachment MicroPilot blue, with spring, medium
<input type="checkbox"/> 4608	Joystick attachment MicroGuide/MicroPilot Cork, without spring
<input type="checkbox"/> 4609	Joystick attachment MicroGuide/MicroPilot colourful, without spring
<input type="checkbox"/> 4610	Joystick attachment MicroGuide/MicroPilot blue, without spring
<input type="checkbox"/> 553	Tetra fork vertical
<input type="checkbox"/> 556	Tetra fork horizontal
<input type="checkbox"/> 734	Tetra fork horizontal, adjustable to hand's breadth
<input type="checkbox"/> 4589	Cone handle
<input type="checkbox"/> 4590	Ball handle
<input type="checkbox"/> 4591	T-handle
<input type="checkbox"/> 4593	Stick handle
<input type="checkbox"/> 4594	Knob handle
<input type="checkbox"/> 4595	Softball

### 19 Frame colours

CODE	DESCRIPTION
<input type="checkbox"/> 207	matt black including RS colour scheme, red elements

Please tick your choice in the boxes

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

## 20 Accessories

CODE	DESCRIPTION
<input type="checkbox"/> 994	Luggage rack with metal rods
<input type="checkbox"/> 906	right rear-view mirror
<input type="checkbox"/> 927	left rear-view mirror
<input type="checkbox"/> 2676	high-visibility film at the rear
<input type="checkbox"/> 676	rear reflector
<input type="checkbox"/> 4795	Immobiliser system, key
<input type="checkbox"/> 970	crutch holder
<input type="checkbox"/> 833	safety belt with lock, standard for the 15 km/h version
<input type="checkbox"/> 4646	therapy table can be swung away to the side
<input type="checkbox"/> 862	stair climber
<input type="checkbox"/> 957	rigid pads (pair)
<input type="checkbox"/> 954	swing-away pads (pair)
<input type="checkbox"/> 781	USB charging slot
<input type="checkbox"/> 782*	Tube for mobile phone holder

\* not in combination with OMNI CODE 4571

### Order remarks:

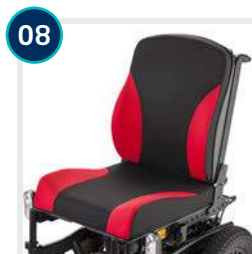
Date:	Signature:
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CODE 891,892



CODE 772



CODE 948/949/297



CODE 773



CODE 774



CODE 932



CODE 702/416/678



CODE 4571



CODE 4860



CODE 781



CODE 782

## 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.