ICHAIR MC3

1.612

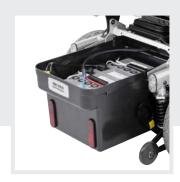












Service-friendly Simple battery maintenance thanks to pull-out battery box



300 mm lift



Long-life LED light



All-wheel suspension

Design meets function

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 make reuse simpler

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
- ideal ride comfort for long distances thanks to the all-wheel suspension as standard
- the stable 300 mm seat lift supports the mobility and social integration of the user

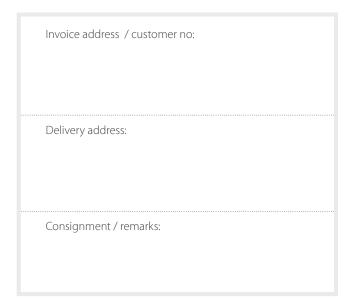
APPLICATIONS

- 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 and all-wheel suspension as standard
- interior spaces are mastered with ease thanks to the compact design, high manoeuvrability and optional seat lift

O ORDER

QUOTATION

○ CUSTOM-MADE VERSION





Authorised client weight 160 kg + 10 kg additional load With seat elevation CODE 27 140 kg + 10 kg additional load

iChair mc3 1.612 (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**.



Technical data

Seat width 1) 2)	380 - 650
Seat depth 2)	400 - 560/400 - 560/500/480 - 530
Back rest height 2)	450 - 500 / 530 - 570 / 640 / 640
Shank length 2)	280 - 430/350 - 500/350 - 500/350 - 500
Armrest height 2) 7)	240 - 350/180 - 290/140 - 250/18 - 290
Front seat height 2)	460 - 520/530 - 590/580 - 640/610 - 670
Length with footrests	1,170
Length without footrests	870

Width ready to go ³⁾	630
Height without headrest 3)	970 - 1,140
Transport dim. length	870
Transport dim. height min.	590
Front wheel size	260 x 70 (10")
Rear wheel size	356 x 75 (14")
Max. obstacle height	60
Turning radius	900
Range with batteries 38 Ah (5h), 45 Ah (20h)	25 - 30
Range with batteries 63 Ah (5h), 73 Ah (20h)	35 - 40

	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 transport weight min. 4)	108
Client weight max.	160*
Permitted overall weight	320
Additional loading max.	10

1) See category 01 seat width
2) Seat systems belt / ErgoSeat / ERGOSTAR / RECARO
3) Seat systems belt / ErgoSeat

4) Without legrests and without armrests 5) Under test conditions 6 / 10 km/h with battery 73 Ah (20h)

6) See category 00 chassis/motorisation 7) with armrest CODE 106

*Advice: 140 kg at CODE 27

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.

PERFORMANCE

Driving speeds	6 / 10
Motor performance W, 6/10 km/h	2 x 220 / 2 x 300
Range with batteries 43 Ah(5h) / 50 Ah(20h) max. in km ⁶⁾	25 - 30
Range with batteries 63 Ah (5h), 73 Ah (20h) max. in km ⁶⁾	35 - 40
Permitted gradient	15 %
Type of steering	indirect
Electric tilt-in-space	-2° to +33°
Mechanical tilt-in-space	0° to +10°
Back angle electric	-10° to +50°
Back angle mechanical	-10° to +30°
Seat elevation electric	30

Chassis / motorisation

	CODE	DESCRIP	TION
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		Speed	Motor performance	Range
] 11	15	6 km/h	2 x 220 W	max. 40 km
11	17	10 km/h	2 x 300 W	max. 30 km

For more power!

		Speed	reinforced motor performance	
	903	6 km/h	2 x 300 W	just in combination with R-NET CODE 702 (120 A) and CODE 115
	903	10 km/h	2 x 350 W	just in combination with R-NET CODE 702 (120 A) and CODE 117

Chassis options

892	Standard suspension for client weight up to 120 kg
891	Reinforced suspension for client weight up to 120 - 160 kg

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

01 Seat width (SW)

CODE	DESCRIPTION	
38	SW 380 mm	Seat width stepless adjustable from 380 to 500 mm via armrests (seat width 380 mm)
43	SW 430 mm	Seat width stepless adjustable from 430 to 550 mm via armrests (seat width 430 mm)
48	SW 480 mm	Seat width stepless adjustable from 480 to 600 mm via armrests (seat width 480 mm)
53	SW 530 mm	Seat width stepless adjustable from 530 to 650 mm via armrests (seat width 530 mm)

In combination with mySeat just SW 430 and 480 are possible. SW 500 mm with RECARO and ERGOSTAR seat unit.

02 Seat depth (SD)

Your desired seat depth is determined in category 07 seat and seat systems in combination with the seat system!

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

* FSH measured at 4° seat inclination, upper edge seat plate

CODE	DESCRIPTION	Ø INCH / MM	FRONT SEAT	HEIGHT (FSH)	IN MM*	
			460	490	520	
142	Tyres with aluminium rim	10" 260				

Please consider the height of the seat cushion: standard seat cushion + 60 mm, ErgoSeat +70 mm, mySeat +80 mm, ERGOSTAR +120 mm and RECARO +150 mm

Castor options

CODE	DESCRIPTION
146	Pneumatic flat free tyres
900	Puncture-proof tyres
New 816	splash guard for castors

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

04 Driving wheels

CODE	DESCRIPTION	Ø IN	CH / MM
460	Driving wheels with aluminium rim	14"	356

Driving wheel option

 CODE	DESCRIPTION
846	Pneumatic flat free tyres
904	Puncture-proof tyres
824	Mud guard for driving wheels

05 Tyre colour

CODE	DESCRIPTION
908	Black
909	Grey

6 Tili-in-space / seat elevation

CODE	DESCRIPTION	SEAT INCLINATION	SEAT ELEVATION
119	Mechanical tilt-in-space, in steps	0° to +10°	-
118	Electric tilt-in-space stepless by 35°	-2° to +33°	-
27	Electric seat elevation for client weight up to 140 kg, just in combination with R-NET	-	300 mm

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

07

Seat and Seat systems

	CODE	DESCRIPTION	SEAT DEPTH	COMPATIBLE WITH BACK SYSTEM CODE			
				Back upholstery 737/287	Adjustable back cover 736/287	ErgoSeat back 949	
$\overline{\Box}$	4276/615 ¹⁾	Seat plate without cushion	400 mm	/3//20/	/30/20/	949	
	4276/788 1)	Seat plate without cushion	430 mm	•	•	•	
	4276/619 ¹⁾	Seat plate without cushion	460 mm	•	•	•	
	4276/792 ¹⁾	Seat plate without cushion	490 mm	•	•	•	
	4276/793 1)	Seat plate without cushion	530 mm	•	•	•	
	4276 / 356	Seat plate without cushion, incl. 30 mm seat tube extension	XL 560 mm	•	•	•	
	948 / 615	ErgoSeat Seat	400 mm	-	-	•	
	948 / 788	ErgoSeat Seat	430 mm	-	-	•	
	948 / 619	ErgoSeat Seat	460 mm	-	-	•	
	948 / 792	ErgoSeat Seat	490 mm	-	-	•	
	948 / 793	ErgoSeat Seat	530 mm	=	=	•	
	948 / 356	ErgoSeat Seat	560 mm	-	-	•	
	2007/615 2)	mySeat seat cushion black, breathable	400 mm	•	•	•	
	2007/788 2)	mySeat seat cushion black, breathable	430 mm	•	•	•	
	2007/619 ²⁾	mySeat seat cushion black, breathable	460 mm	•	•	•	
	2007/792 2)	mySeat seat cushion black, breathable	490 mm	•	•	•	
	561 / 615	Seat cushion, textile, black	400 mm	•	•	•	
	561 / 788	Seat cushion, textile, black	430 mm	•	•	•	
	561 / 619	Seat cushion, textile, black	460 mm	•	•	•	
	561 / 792	Seat cushion, textile, black	490 mm	•	•	•	
	561 / 793	Seat cushion, textile, black	530 mm	•	•	•	
	561 / 356	Seat cushion, textile, black	560 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.				
CODE	DESCRIPTION			
961	ERGOSTAR anatomically shaped seat system with mechanically adjustable back			
579	RECARO seat unit, special S with mechanical back			
567	RECARO seat unit, special F with electric back just in combination with R-NET			
580	RECARO seat unit, special M with mechanical back			
578	RECARO seat unit, special W with electric back just in combination with R-NET			
581	RECARO seat unit, special L with mechanical back			
584	RECARO seat unit, special X with electric back just in combination with R-NET			
er delivery tim	height of the seat cushion: standard seat cushion 60 mm, ErgoSeat +70 mm, mySeat +80 mm, ERGOSTAR +120 mm and RECARO +150 mm. le for RECARO. 1) Seat depths 400, 430, 460, 490, 530 mm are adjustable 2) just in combination with seat width 430 and 480. Ining and accessories of mySeat seat cushion DESCRIPTION CODE / THICKNESS IN MM			
2009	mySeat sag minimiser			
	mySeat seat inclination wedge 2010 25 2012 50			
	mySeat hemi balance wedge 2013 25 2014 37.5 2015 50			
	mySeat leg stabilisation wedge 2016 small 2017 medium 2018 large			
964	mySeat outer leg stabilisation, pair			

08	ErgoSeat	covers
08	ErgoSeat	cover

CODE	DESCRIPTION
237	ErgoSeat cover, textile, black
4980	ErgoSeat cover, incontinence, black

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

09 Back and back systems

CODE	DESCRIPTION	COMPATIBLE WITH SEAT SYSTEM CODE					
		Seat plate 4276	Ergo- Seat 948	mySeat	Seat cushion 561	ERGO- STAR 961	RECARO
737/287	Standard back upholstery, black Height: 500 mm, changeable to 450 mm	•	-	•	•	-	-
736/287	Upholstery adjustable tension with straps, black, height: 500 mm, changeable to 450 mm	•	-	•	•	-	-
949	ErgoSeat back, height: 530 mm, changeable to 570 mm	•	•	•	•	-	-
2019/2020	mySeat comfort back, textile black, height 530 mm, converti- ble into 570 mm, just in combi- nation 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 / THI	ICKNESS	S IN MM				
New 2032	mySeat thorax pads, small	, pair						
2021	mySeat thorax pads, large	pair						
	myCoat lordocic cushion	2022	25			2024	50	
	mySeat lordosis cushion			2023	37.5			
6	myCoat thoracic wadaa	2025	25			2027	50	
	mySeat thoracic wedge			2026	37.5			
	mySeat lumbar wedge	2028	25	2029	37.5	2030	50	

10 Back options (adjustments)

CODE	DESCRIPTION		
814	Push bar, one-piece		
2814	Push bar, one-piece, just in combination with RECA	ARO .	
410	Single push handles including back stabilization ba	ar	
913	Headrest, artificial leather black		
401	Mechanical back adjustment	-10° to 30°	10° steps
25	Electric back adjustment	-10° to 50°	stepless

	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

Please note the marked functional features!

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

CODE	DESCRIPTION	1	2	3	4	
106	Standard side guard with padded armrest and calendered clothes protection	•	•	•	•	
4960	Side guard with padded armrest, calendered clothes protection and slight hollow in the armrest	•	•	•	•	
21	Side guard with padded armrest, calendered clothes protection and long bent armrest	•	•	•	•	
24	Side guard with padded armrest, swing-up and angle adjustable, armrest height = 190 - 230 mm	-	•	-	-	
769	Calendered clothes protection without armrest, just in combination with CODE 24	-	-	-	-	
New 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):				
New 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 and seat width 38

12 Legrests

 CODE	DESCRIPTION	54	805	808
93	Legrests, lift off and swing-away	•	•	•
92	Legrests, swing-up, lift off and swing-away	-	•	•
86	Legrests, electric swing-up, lift off, swing-away just in combination with R-NET	-	•	•

Footrests

Please tick your choice in the boxes

 $\textbf{Standard version:} \ \text{In case you do not make another selection we will generally deliver the standard version.}$

(CODE	DESCRIPTION		DEPTH	LSL	92	93	86
5		One-piece footrest, 60 mr (in 4 steps), flip-up, height		150 mm	280 - 430 mm	-	•	-
8	305	Divided footrests, height	adjustable, flip-up	150 mm	280 - 430 mm	•	•	•
8		Divided footrests, height a and angle adjustable	adjustable, flip-up	150 mm	280 - 430 mm	•	•	•
8	322	Shoe positioning strap (pa	air)					
8	823 l	Heel loops (pair)						
e con	sider that the	LSL increases with different	seat systems: standard seat cushi	on + 60 mm, Erg	goSeat +70 mm, myS	Seat +80	mm and	RECARO +150 m
B	Batteries	and battery charge	ers					
(CODE	DESCRIPTION		RANGE 6 KM/H	RANG 10 KM	_		
5	5159	Maintenance free batteries	ca. 43 Ah (5h), 50 Ah (20h)	max. 30 k	m max. 2	5 km		
5	5158	Maintenance free batteries	ca. 63 Ah (5h), 73 Ah (20h)	max. 40 k	m max. 3	5 km		
7	732	Battery charger 8 A	for 50 Ah (20h)					
7	733	Battery charger 12 A	recommended for 73 Ah (20	h)				
L	ighting							
		DESCRIPTION						
1								
Ç	932 /	Active LED lighting front a	and rear					
J	oystick m	nodules and access	ories					
(CODE	DESCRIPTION			CONTROL			
	408	Joystick module VR2			none *			
] 6	582	Joystick for electric tilt-in-space and electric back adj		djustment 2 adjustment motors				
7	702/415/678	Joystick module R-NE	T with LED display		6 Adjustme	nt moto	ors	
7	702/416/678	Joystick module R-NE	T with LCD colour display		6 Adjustme	nt moto	ors	
	New 918	ESP drive stabilisation colour display	module, just in combination w	vith R-NET / Lo	CD			
	4571	OMNI Surround contr	ol just in combination with R-N	IET CODE 702	, incl. holder			

DESCRIPTION

Mounting right

Mounting left

Options for joystick modules

CODE

74

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

17 Joystick module holder

CODE	DESCRIPTION
4859	Joystick module holder, length adjustable, just in combination with CODE 24 side part
4566	Joystick module holder, length and height adjustable, not in combination with CODE 24 side part
851	Joystick module holder for the second control module, for an attendant, plug selectable
4860	Joystick module holder, length and height adjustable, swing-away (e.g. at table), not in combination with CODE 24 side part
4874	Protection bow for joystick module VR2 and R-NET

18 Alternative joystick modules and digital control modules

CODE	BEZEICHNUNG
4789	Additional joystick module with priority function for attendant incl. mounting on the back tube
4660	Table-operated control, swing-away to the right, not in combination with CODE 24 side part
4661	Table-operated control, swing-away to the left, not in combination with CODE 24 side part
813	Table operation, swingable, just in combination with side guard CODE 106, just in combination joystick module R-NET with LED-Display CODE 702/415, not in combination with CODE 24 side part
543	External on/off switch, green, diameter 63 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant. Just in combination with joystick module R-NET with LCD colour display CODE 702/416 or OMNI surround control CODE 4571
565	Chin operation, electric swing-away to the side Just in combination with R-NET CODE 702 and OMNI Surround control CODE 4571
810	Chin operation, mechanic swing-away to the side. Just in combination with R-NET CODE 702 and OMNI surround control CODE 4571.
657	External keyboard for the direct activation of 6 electric seat adjustments Just in combination with R-Net CODE 702
794	Bluetooth PC mouse control
596	like CODE 543, yellow, diameter 63 mm
778	like CODE 543, green, diameter 30 mm
779	like CODE 543, yellow, diameter 30 mm
New 4611	MicroPilot zero-displacement joystick, just in combination with OMNI, CODE 4571
4600 New	MicroPilot zero-displacement joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
4612	MicroGuide way-joystick, just in combination with OMNI, CODE 4571
4601 New	MicroGuide way-joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
4940	Neckband holder in combination with CODE 4611 oder 4612

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

19 Frame colour

CODE DESCRIPTION

5244	Polar white for seat and chassis frame, legrest connection CODE 93
5230	Magic blue for seat and chassis frame, legrest connection CODE 93
216	Deepblack for seat and chassis frame, legrest connection CODE 93
5237	Marrakesh brown for seat and chassis frame, legrest connection CODE 93

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	Wheelchair accessories				
	CODE	DESCRIPTION			
	906	Rear-view mirror on right side			
	927 New	Rear-view mirror on left side			
	2676	High-visibility film at the rear, just in combination with ErgoSeat / mySeat			
	676	Rear reflecting plate			
	969	Luggage rack with transparent, satinised surface			
	994	Storage rack with metal bars			
	4795	Immobiliser system, key only in combination with R-Net			
	970	Crutch holder			
	833	Safety belt with lock			
	4646	Therapy table swing-away to the side			
	590	Abduction wedge			
	260	memory function for headrest			
	957	peer pelottes (pair)			
	954	hinge-mounted pelottes (pair) just in combination with CODE 24			
	New 781	USB charging slot			
	New 782*	Tube for mobile phone holder			
* not in combination with OMNI, CODE 4571					
Order remarks:					

Date: Signature:







CODE 118



CODE 2007/2019/2020



CODE 579/567



CODE 237



CODE 948/949



CODE 2032/2021



CODE 25



CODE 21



CODE 106



CODE 4960



CODE 774



CODE 773



CODE 93/805



CODE 93/54



CODE 932



CODE 932



CODE 702/416/678



CODE 408/4860



CODE 851



CODE 4860



CODE 4660 / 4661



CODE 565



CODE 553



CODE 556













CODE 734

CODE 4589

CODE 4590

CODE 4591

CODE 4593







CODE 4595



CODE 4606/4607







CODE 4604/4605



CODE 4940



CODE 5244



CODE 5230



CODE 216



CODE 5237



CODE 833



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
- **3.2.** Unless otherwise stated to the contrary in writing, our prices are ex works, excluding packing and shipping. The costs of packing and shipping shall be invoiced separately.
- **3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permitted if there is a gap of more than four months between conclusion of the contract and the agreed delivery date. Should salaries or material costs increase in the period up to completion, we shall be entitled to increase the price appropriately in accordance with the cost increases. The customer shall be entitled to withdraw from the contract only if the price increase significantly exceeds the increase in the general cost of living between the time of the order and of delivery.
- **3.4.** In follow-up orders, MEYRA GmbH shall not be held to the prices in a previous contract.
- **3.5.** Should the order value fall below a limit of € 150.00 net goods value, a minimum-order surcharge of € 9.50 including freight component shall be levied

4. SHIPMENT, PASSING OF RISK

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

- accidental deterioration of the goods shall transfer to the customer as soon as the goods (including partial deliveries) have been handed over to the charge of the third party responsible for shipping. This shall apply irrespective of whether the goods are shipped from the place of performance or who bears the freight costs.
- **4.3.** Should claims for transport damage or losses be asserted against MEYRA GmbH, the customer must note the damage on the shipping documents or, in the event of losses, create a record without delay which is to be shown to us within one week.
- **4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.
- **4.5.** In the event of delayed handover or shipping for which the customer is responsible, the risk shall pass to the customer upon notification of the shipment's readiness for shipping.
- **4.6.** Should there by no special instructions from the customer, the choice of transport route and means of transport shall be made by MEYRA GmbH without warranty and liability for the cheapest and fastest shipping method.

DATE OF DELIVERY / SCOPE OF DELIVERY

- **5.1.** Proposed delivery periods shall be understood to be probable delivery dates, unless a particular date has been expressly established in writing.
- **5.2.** If the parties have agreed a delivery period, this shall commence from the date of the order confirmation. The delivery period shall be deemed to have been observed if, prior to its expiration, the goods have left the plant or their readiness for shipping has been communicated.
- **5.3.** Compliance with agreed delivery and performance dates requires the timely receipt of all documentation to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled in good time, the periods shall be extended appropriately.
- **5.4.** MEYRA GmbH shall not be liable for delays in delivery due to force majeure or other events which, at the time the contract was concluded, were unforeseeable (e.g. strike, operational breakdown, delayed internal supply, transport delay, unfavourable weather, etc.) for which it is not responsible. The delivery period shall be extended for the duration of the obstacle to performance for which MEYRA GmbH is not responsible, plus a reasonable recovery period.
- **5.5.** Should the resulting delay exceed a period of six weeks, both parties shall have the right to withdraw from the contract with regard to the scope of performance.
- **5.6.** MEYRA GmbH shall be entitled to make partial deliveries provided that the partial delivery can be used by the customer within the scope of the contractual provision, the delivery of the remaining goods is guaranteed and the customer does not incur any additional costs as a result.

6. PAYMENT

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

- discount of 2% if payment is made within eight days of receipt of the invoice.
- **6.2.** Cheques and bills shall only be accepted with express agreement. Acceptance is conditional on performance. Invoice corrections via cheques and bills are subject to payment. Values are taken on the day on which we finally have the proceeds at our disposal.
- **6.3.** Should the customer fail to make the payment on the due date, any outstanding amounts shall be subject to interest at 8% above the respective base rate per annum. We reserve the right to enforce higher damages due to a delay in payment.
- **6.4.** Should the customer default on payment, then all other receivables arising from the same legal relationship shall immediately become payable without the need for a separate communication.
- **6.5.** The customer shall only be entitled to offset in the event that its counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
- **6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

7. RETENTION OF TITLE

- **7.1.** The goods supplied by MEYRA GmbH shall remain the property of MEYRA GmbH until full payment of all present and future claims against the customer.
- **7.2.** The customer may sell the reserved goods in the ordinary course of business. It is not entitled to make other disposals, in particular chattel mortgages and pledges. The claims of the customer arising from the resale of the reserved goods (including other receivables such as insurance claims or tort claims for loss or damage) shall be assigned to MEYRA GmbH by way of security. MEYRA GmbH shall accept the assignment. The customer shall be entitled to collect the assigned claim as long as it fulfils its payment obligations. In the event that it defaults on payment, we shall be entitled to revoke the collection authorisation.
- 7.3. Should the reserved goods be processed by the customer, it is hereby agreed that the processing shall take place in the name of and at the cost of MEYRA GmbH as the manufacturer and that it shall immediately acquire ownership or – if the processing is carried out using or in connection with materials from several owners or the value of the processed item is greater than the value of the delivered goods – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the delivered goods to the value of the newly created item. Should MEYRA GmbH lose its ownership through consolidation or commingling or if, in the case of processing, it is not the owner of the delivered goods, the customer shall transfer to MEYRA GmbH in advance an appropriate co-ownership share in the new item equivalent to the proportionate value of the delivered item. MEYRA GmbH shall hereby accept the offer. The delivery shall be replaced by a gratuitous deposit.
- **7.4.** The customer shall be obliged to notify us immediately of access by third parties to the goods delivered under retention of title and to provide us with the information and hand over

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

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

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

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

8. WARRANTY/LIABILITY

- **8.1.** The customer must inspect the delivered goods immediately upon delivery. Insofar as it relates to obvious defects or defects that would have been found during a thorough inspection, the customer must notify us in writing of any complaints within one week of receipt of delivery. After expiry of this period, any liability for such defects is excluded. In the event of concealed defects, warranty claims shall only be valid if we are notified in writing within one week of discovery.
- **8.2.** In cases of defective delivery, we shall have the right to choose to repair the defective item or to replace the defective item with a new delivery. The customer is obliged to provide us the defective product delivered free for inspection and repair. Should the repair or replacement delivery be unsuccessful, should they not be undertaken with a reasonable period or should we refuse to undertake them, the customer may withdraw from the contract or reduce the purchase price. A deadline shall not be required in those cases where it is not required by law.
- **8.3.** The warranty shall be void if the customer modifies the delivery item without our consent or it is changed by a third party and it therefore becomes impossible or unreasonably difficult to rectify the defect. However, in each case, the customer must bear the additional costs resulting from the rectification of the defect.
- **8.4.** The above regulations shall not affect any warranty that we assume on the part of the first user of the rehabilitation equipment.
- **8.5.** Excluded from the warranty is the function-related wear of all items, modules, batteries and spare parts supplied by us as well as the inappropriate or improper storage, use or handling of the products.
- **8.6.** Further claims by the customer, in particular for damages instead of performance and for reparation of any direct or indirect damage including incidental or consequential damages, irrespective of the legal grounds shall be excluded. This shall not be the case if MEYRA GmbH has concealed a legal or material defect maliciously or the damage is due to intent or gross negligence on the part of MEYRA GmbH, its legal representatives or vicarious agents or to any negligent breach of essential contractual obligations. Essential contractual obligations are understood to be those where their fulfilment enables the proper execution of the contract

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

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

9. STATUTE OF LIMITATIONS

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

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

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

10. LIABILITY FOR DESIGN CHANGES

It is important to note that more stringent legal provisions shall apply in the case of custom orders. Design changes to MEYRA GmbH products by the customer or a third party contracted by the customer shall only be permitted if they are in line with the safety requirements and our management has declared its consent in writing in advance. To this end, if requested, a modified model and design drawings are to be made available to us. Should design changes be undertaken without the prior written consent of our management and damage due to the changes is caused to a third party for which we are liable in the external relationship, the customer shall be required to release us in the internal relationship from claims by the third party.

11A. RETURN OF FINISHED PRODUCTS AND MODULES

Goods returned without an accompanying delivery note or invoice copy shall not be accepted. Credit equivalent to 80% of the net value of the goods shall be granted for goods returned in their original packaging and in mint condition. Excluded from return are items delivered more than three months ago, custom orders, sanitary items, filled batteries and products with a net value of less than € 100.00. Also excluded are custom-made wheelchairs (e.g.: wheelchairs for children or adaptive wheelchairs). The transport risk shall be borne by the sender.

11B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

- **11B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.
- **11B.2.** Cancellations shall be made in writing. **11B.3.** Should an agreement be reached regarding the cancellation of finished products which are ready for delivery, the following shall apply:
- Rehabilitation products shall be credited in full. In principle, orders for custom wheelchairs and sports wheelchairs cannot be cancelled.
- In the event of the cancellation of an order for adaptive wheelchairs, 20% of the net value shall be retained to cover costs.

The cancellation fee for electric wheelchairs and scooters is 5%. The cancellation fee for standard and lightweight wheelchairs is 10%.

11C. COLLECTION / DISPOSAL

Our prices do not include the costs for collection and disposal of complete old equipment from users other than private households. On request, and against reimbursement of the costs incurred, we are able to organise the collection and recycling / disposal of such equipment, provided it was purchased from us. Returns without the prior agreement of MEYRA GmbH are not possible.

12. USE OF PERSONAL DATA

We shall be entitled to save and process internally any personal data of the customer falling within the scope of the statutory provisions, in particular the *Bundesdatenschutzgesetz* [German Data Protection Act].

13. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

- **13.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.
- **13.2.** The jurisdiction for all disputes arising out of the contractual relationship shall be determined by our headquarters in Kalletal-Kalldorf. We shall also be entitled to take action against the customer within its jurisdiction.
- **13.3.** The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods.
- **13.4.** Should individual provisions of these General Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.