SMART ^F

2.360







Smooth transition from front frame to seat



Innovative, "Light" brakes made of aluminium and swivel-mounted



Individually adjustable chassis



Folding system optimised to reduce size

New Active Line

COST EFFECTIVENESS

- for long-term care, with adjustment options to carry out different functions, which saves subsequent costs
- comes with a comprehensive range of standard equipment, which reduces the need for expensive customisations
- minimal wear and tear thanks to the integral construction of the frame and the quality of the components

THERAPEUTIC VALUE

- the optimal smoothness and lightweight design facilitate the independence of the user
- can be adjusted to suit various functions and individual needs of the user thanks to precise adjustments of back, seat and chassis
- comprehensive range of equipment for long-term users
- compact sitting, moving and transport thanks to optimised frame
- adjustable seat and back strap, individually adjustable back height
- optimum mobility traits: lighter, sportier, easier to tilt and turn

FIELD OF USE

- for permanent and long-term care
- for people with paraplegia
- very well suited for various conditions, also for severely disabled people
- for users lacking the function of their lower extremities (lateral transfer, propelled with hand rims)
- for very active wheelchair users, handbikers and frequent travellers

O ORDER

QUOTATIONCUSTOM-MADE VERSION

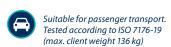
Please fax your completed order form to: +49 (0) 5733 922 9311 Customer service: +49 (0) 5733 922 0

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









SMART ^F 2.360

All prices exclude VAT at the statutory rate. Valid from 01.01.2018 to 31.12.2018. Our general terms and conditions apply, which can be found on www.meyra.de/en/gtc.



Technical data

Seat width	320	340	360	380	400	420	440	460	480	500	520
Width when ready for use	500	510	540	560	580	600	620	640	660	680	700
Folded width		280 with 0° wheel camber or 330 with 3° wheel camber									
Seat depth	380 / 400 / 420 / 440 / 460 / 480 / 500										
Seat height front/rear	440 to 530 and 400 and 530										
Overall height			SE	at heig	ght at tl	he bac	k + bac	k heig	ht		
Back height				variabl	e from	250 to	500 +	25 mm	ı		
Armrest height	approx. 170–245										
Length with footrests	880–1,030 (depending on the frame length, wheel size and position the axle)							on of			

User weight	150
Chair weight	from 9.5
Permitted total weight	159.5
Transport weight	7.4
Rear wheel	600 (24")
Rear wheel	635 (25")
Rear wheel	660 (26")

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

Frame design (frame length)

	CODE	DESCRIPTION	SD IN MM	TL IN MM
	351	Short frame	380-420	880-950
	352	Medium frame	440-460	920-990
	353	Long frame	480-500	960-1,030

View the various seat depths and choose yours in category 02.

Frame design (frame angle and frame retraction)

CODE	DESCRIPTION
346	Standard front frame 79°
4950	With front frame insert (10mm per side)
4959	Without front frame insert

Seat width (SW)

CODE	DESCRIPTION
32	SW 320 mm
34	SW 340 mm
36	SW 360 mm
38	SW 380 mm
40	SW 400 mm
342	SW 420 mm
344	SW 440 mm
46	SW 460 mm
48	SW 480 mm
350	SW 500 mm
952	SW 520 mm

Seat depth (SD) seat belt can be tightened

 CODE	DESCRIPTION		FRAME CODE
368	SD 380 mm	including utensil bag under the seat belt	351
615	SD 400 mm	including utensil bag under the seat belt	351
784	SD 420 mm	including utensil bag under the seat belt	351
618	SD 440 mm	including utensil bag under the seat belt	352
619	SD 460 mm	including utensil bag under the seat belt	352
787	SD 480 mm	including utensil bag under the seat belt	353
792	SD 500 mm	including utensil bag under the seat belt	353

04 Seat cushion

CODE	DESCRIPTION
560	Seat cushion 30 mm
562	Velcro strip on seat belt

_	
	Please tick your choice in the boxes
	Standard version: In case you do not make another selection we will generally deliver the standard version.
5)	Rear seat height (RSH) combined with rear wheel (without seat cushion)
	Horizontal columns = seat heights in mm Vertical rows = Ø rear wheel
	Please select your desired seat height by choosing a possible combination of seat height and wheel size.
	The maximum seat height difference allowed between the front and back seat height is 100 mm. 25" and 26", see Xtrends rear wheels

CODE 351 frame short (Possible seat heights bei 3°-wheel camber CODE 447 just in combination with pressure break CODE 706)

	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530
Ø 24 x 1"																	
Ø 24 x 1 ^{3/8} "																	
Ø 25 x 1"																	
Ø 26 x 1"																	

Horizontal rear wheel position (centre of gravity adjustment)

POSITION		ACTIVE		MED	DIUM	PASSIVE		
Position	1**	2**	3	4	5	6	7	
Distance* in mm	100	90	80	70	60	50	40	

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

Rear wheels in combination with seat height

CODE	DESCRIPTION	Ø
651	Standard wheel including quick-release axle (pair)	24"
848	SILVERDESIGN with radial spokes and large flange hub including quick-release axle (pair)	24"
695	Active wheel with radial spokes, large flange hub and hollow rim (jumbo rim) in black (pair) Recommended for user weights of 100 kg and over or for dynamic handling Not in combination with polyurethane tyres CODE 902	24"
752	"Light" wheel including Schwalbe RightRun Light tyres and black aluminium hand rim, only in combination with 0° wheel camber CODE 423 (pair) Recommended for user weight up to 90 kg.	24"

^{**} Just in combination with frame short CODE 351 not mountable

	-	your choice in the box ersion: In case you do r		er selection we will generally deliver the standard version.		
	Xtrend	ls rear wheels				
	CODE	ARTICLE		DESCRIPTION		Ø
	688	blue red gold	1081354 1081356 1081355	New active wheel with radial spokes, Schwalbe ONE rim and hand rims in various colours	tyres, hub,	24 x 1"
		black	1081357			
	688	metallic blue metallic red white metallic orang	1081359 1081360	Lightweight magnesium wheel, radial spokes, large and painted hollow rim, Schwalbe ONE tyres and bl ium hand rim		24 x 1"
	688	1068705		Six star including 8 bar high-pressure tyres and alum	inium hand	24 x 1"
	688	1068707		ring (pair) CROSS wheel including aluminium rim and rugged s tyres and stainless steel hand rim (pair)	tudded	24 x 1.75"
	688	1073641		Twelve-spoke Spinergy wheel in black including Sch thon Plus Evolution and tetra hand rim (pair) White and orange spokes are available on request	walbe Mara-	24 x 1"
	Xtrend CODE	is rear wheels ARTICLE	DESCRIPTI	ON	Ø	
	688	1073640	thon Plus Ev	ce Spinergy wheel in black including Schwalbe Mara- olution and stainless steel hand rim (pair) range spokes are available on request	24 x 1"	
	688	1068713	Black Light i	ncluding Schwalbe Marathon Plus Evolution and nand rim (pair)	24 x 1"	
	688	1075478 25 x 1" 1075479 26 x 1"	(jumbo rim) tion and stai	el with radial spokes, large flange hub, hollow rim in black, including Schwalbe Marathon Plus Evolu- inless steel hand rim (pair). Recommended for user 00kg and over or for dynamic handling	25 x 1" 26 x 1"	
We ship	these trendy	y wheels in pairs. Differ	rent equipment	for the Xtrends wheels available on request.		
		wheel options g system for t		users		
	CODE	DESCRIPTION	N			
	697		nation with re	etraplegic users makes it easier to remove the rear whe ar wheels CODE 848 and 695, recommended in combi 5 447		
		Only in combir	nation with re	ar wheels CODE 848 and 695, recommended in combi		
		Only in combir with 3° wheel o	nation with re camber CODE	ar wheels CODE 848 and 695, recommended in combi		
	Wheel	Only in combir with 3° wheel o	nation with re camber CODE	ar wheels CODE 848 and 695, recommended in combi		

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

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

CODE	DESCRIPTION	Ø
445	Titanium, with six holders, only in combination with active wheel CODE 695	24"
493	Stainless steel, highly polished	24"
494	Aluminium, not in combination with active wheel CODE 695	24"
168	Optigrip special hand rims for tetraplegic users	24"
166	Hand rim coating made of silicone, smooth, black, not in combination with active wheel CODE 695	24"
692	Hand rim gap 15 mm	24"
693	Hand rim gap 25 mm	24"
849	Curve L, black anodised aluminium, ergonomic grip profile, 31 mm high, only in combination wit wheel CODE 695 and Spinergy wheel Article no. 1073641, 1073640	h active
850	Curve Grip L, anti-slip coating, aluminium, suitable for tetraplegic users, ergonomic grip profile, 3 only in combination with active wheel CODE 695 and Spinergy wheel Article no. 1073641, 107364	3
853	Curve GEKKO, black anodised aluminium with replaceable rubber lip, ergonomic grip profile, 31 ronly in combination with active wheel CODE 695 and Spinergy wheel Article no. 1073641, 107364	9
871	Dual hand rims for seat widths up to 480 mm, Only in combination with polyurethane tyres CODE 902, Not in combination with drum brakes CODE 706	24"

 $Total\ width\ of\ hand\ rim\ gap:\ see\ enclosed\ information.$

Tyres (cannot be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø
496	8 bar pneumatic tyres	24 × 1"
486	4 bar pneumatic tyres	24 x 13/8"
902	Polyurethane tyres, puncture-resistant, not in combination with active wheel CODE 695	24 x 1"
897	Schwalbe Marathon Plus Evolution tyres, puncture-resistant, 8 bar	24 x 1"
363	Schwalbe ONE tyres, no profile, puncture-resistant, 8 bar	24 x 1"

	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 Brakes

CODE	DESCRIPTION
305	Pressure brake for driver
2595	"Light" pressure brake made of aluminium, swing away, not in combination with side guard CODE 748 / CODE 81/84
305/706	Drum brake for accompanying person Only in combination with 0° wheel camber CODE 423. Only in combination with push handles CODE 412 and CODE 502. We recommend acquiring the wheel cover CODE 98. Not available for HSH 400 / 480 mm

10 Back strap height (BH)

CODE	ВН	DESCRIPTION
620	250 mm	Back strap, can be adjusted using Velcro® strips (+ 25 mm) after the user is in position
626	300 mm	Back strap, can be adjusted using Velcro® strips (+ 25 mm) after the user is in position
631	350 mm	Back strap, can be adjusted using Velcro® strips (+ 25 mm) after the user is in position
632	400 mm	Back strap, can be adjusted using Velcro® strips (+ 25 mm) after the user is in position
633	450 mm	Back strap, can be adjusted using Velcro® strips (+ 25 mm) after the user is in position
637	500 mm	Back strap, can be adjusted using Velcro® strips (+ 25 mm) after the user is in position

Backrest (90° to seat as standard)

CODE DESCRIPTION

410	Back with short push handle
412	Back with long push handle
411	Back without push handle
140	Push handle integrated into the back tube, progressive height adjustment up to 100 mm. Not in combination with lumbar curve CODE 622. Lumbar curve CODE 622 available from HSH 430 mm
141	Push handles, swing-away, only in combination with back without lumbar curve CODE 621. Not in combination with lumbar curve CODE 622
502	Back with push handle, mounted on the back tube, progressive height adjustment up to 150 mm Not in combination with push handle CODE 140 or 141. Lumbar curve CODE 622 available from HSH 430 mm

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

Backrest options

CODE	DESCRIPTION
29	Back is angle-adjustable from the seat, +/- 15° in 5° increments, can be adjusted, not in combination with back with lumbar curve CODE 622
621	Back without lumbar curve
622	Back with lumbar curve
814	Transverse push bar, stabilizes the back when load is increased, not in combination with push handles CODE 141. Recommended from SW 460 mm.
913	Headrest, 300 mm stepless height adjustable, just in combination with push bar CODE 814

Side guards and armrests

Please note the functional features indicated.

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

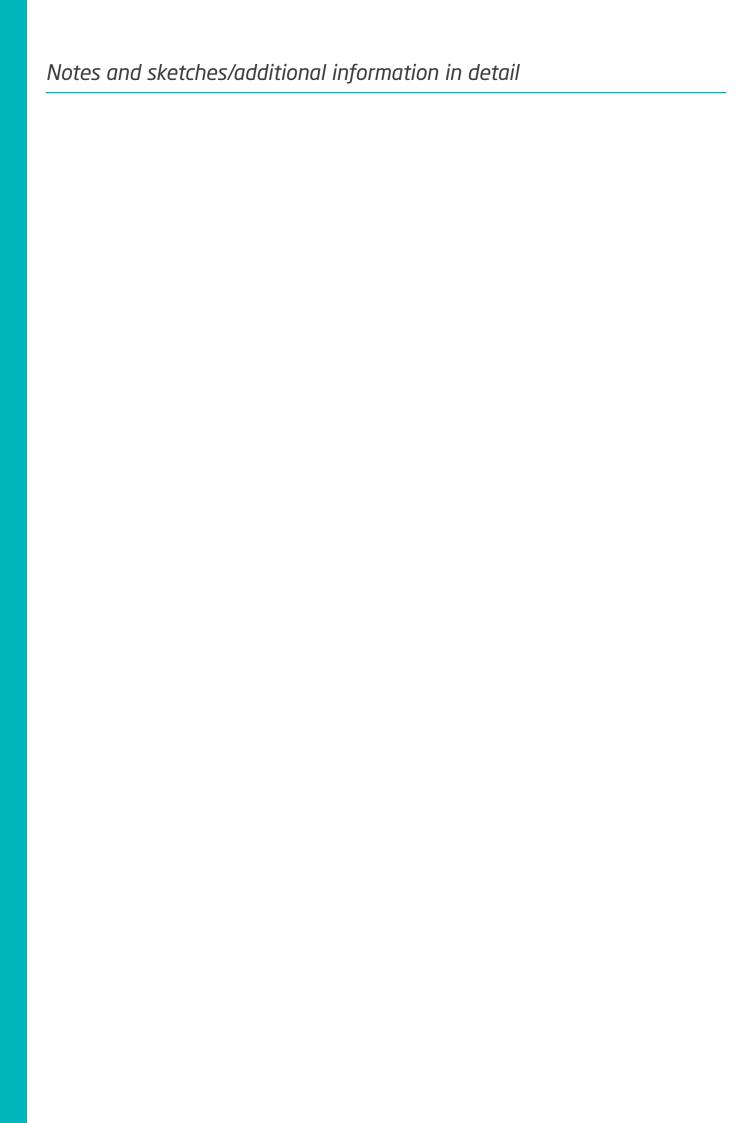
CODE	DESCRIPTION	1	2	3	4	5	6
100	Aluminium side guard in frame colour with cold weather liner	•					•
81	Side guard, short armrests, height-adjustable and can be operated with one hand. Available from HSH 440 mm		•	•	•	•	
84	Side guard, long armrests, height-adjustable and can be operated with one hand. Available from HSH 440 mm		•	•	•	•	
302	"Light" aluminium side guard in frame colour. Available from HSH 430 mm	•					
748	Aluminium side guard in frame colour with cold weather liner Including height-adjustable armrest (screwed in place)	•				•	•
783	Carbon side guard	•					•
98	50 mm wheel cover. Only in combination with aluminium side guards CODE 100)					

Leg rests and footrests

CODE	DESCRIPTION	DEPTH	LLL
311/97	One-piece aluminium "Light" footrest in frame colour, self-folding, height- and angle-adjustable, without frame retraction CODE 4959 for SB 340–500 mm and up, with frame retraction CODE 4950 for SB 360–520 mm and up	100 mm	360–480
311	One-piece aluminium footrest in frame colour, fold-up, height- and angle-adjustable	100 mm	360–480
315	One-piece aluminium footrest in frame colour, fold-up, height- and angle-adjustable	150 mm	360–480
808	Individual aluminium footrests in frame colour, fold-up, depth- and angle-ad- justable Not available with frame retraction CODE 4959	150 mm	340–480
123/54	One-piece aluminium footrest in frame colour, fold-up, height- and angle-ad- justable Not available with frame retraction CODE 4959	150 mm	300–380

	our choice in the boxes sion: In case you do not make another selection	we will generally delive	er the standard	version.	
Footres	t accessories				
CODE	DESCRIPTION			DEPTH	LLL
663	Footrests can be folded outwards. Ac	lded functions for C	ODE 311 and	d 315.	40-48
359	Lower-leg strap				
	Required lower leg length in mm (measu Factory lower leg length adjustment of 360		ion)		
CODE	DESCRIPTION		CODE	DESCRIPTION	
130	Titanium grey		224	Blue metallic	
180	Lemon reflective		227	Red metallic	
183	Silver metallic		230	Burgundy red	
186	Magic blue		4023	Signal white	
188	Black star		4922	Green metallic	
216	Deep black		4923	Orange metallic	
193	Yellow		4912	Cross yellow	
	Matt black		4913	Cross orange	
206	can be selected on request at evtra cost. See the	colour chart in the cat	alogue introdu	ction	
rame colours	can be selected on request at extra cost. See the rap colours (seat belt only ava			ction.	
rame colours	rap colours (seat belt only avo			ction.	
Back str	rap colours (seat belt only avo			ction.	
Back str CODE	rap colours (seat belt only avo DESCRIPTION Trevira black			ction.	
Back str CODE 235 292 296	rap colours (seat belt only avo DESCRIPTION Trevira black Mesh, breathable, black			ction.	

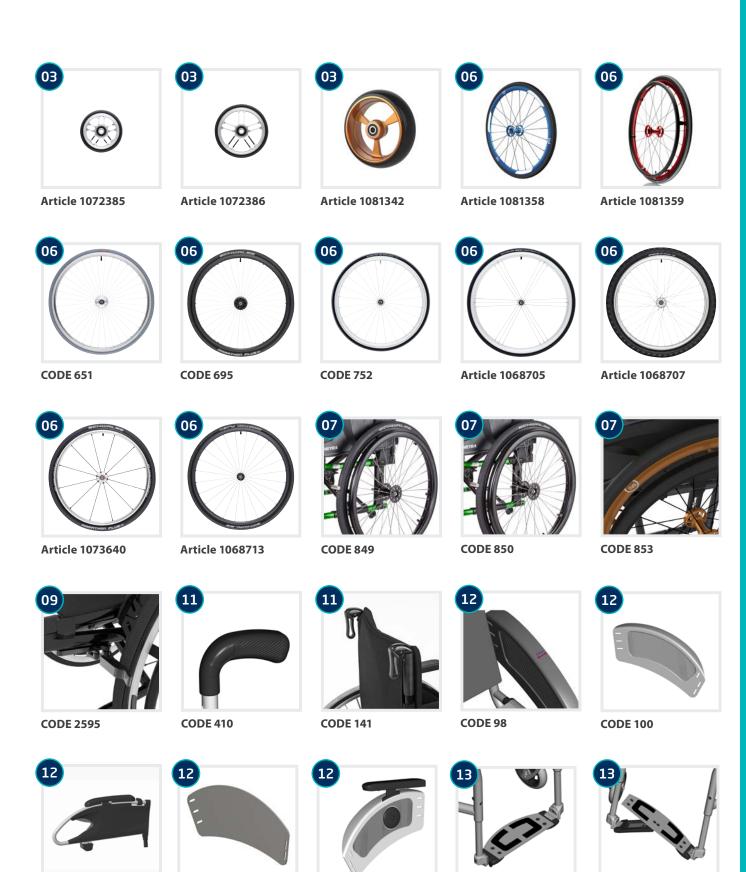
Please tick your ch Standard version:		nake another selection we will generally deliver the standard version.	
Anti-tip wh	neels		
691		s, one pair, swing-away (recommended) ation with step bar CODE 309	
712		rheel, swing-away, mounted left	
713	One anti-tip w	heel, swing-away, mounted right	
Other acce	ssories		
309	Step bar (one	pair)	
4930		mounted on left , not in combination with the anti-tip wheels CODE nunting castors CODE 746	
4931		mounted on right , not in combination with the anti-tip wheels CODE nunting castors CODE 746	
746		unting castors, e.g. for tight spaces or on planes lation with step bar CODE 309 or anti-tip wheels CODE 691/712/713 for HSH lp	
833	Safety belt wit	h lock	
970	Crutch holder	in combination with step bar	
819	Passive lightin	9	
205542100	Hand compre	ssor	
951	Accessory net		
929	just in combin	made of plastic, transparent, adjustable for 380 - 480 mm seat width, ation with side guard CODE 84	
930		for self-drivers made of plastic, transparent, push-on for fixed seat width, ation with side guard CODE 84	
 Xtrends ac			
261519300	X-TREME back		
261519600		_ CASE", fits max. 2 x 24" wheels and/or 1 x 25" or 26" wheel	
1074231		/E" wheel case, fits max. 3 x 28" wheels	
206964600	3M spoke refle	ectors	
Dato:		Signature	
Pate:		Signature:	



CODE 311/97

CODE 81

CODE 302



CODE 748

CODE 311





Determining horizontal rear wheel position (centre of gravity adjustment)

DRIVER TYPE		ACTIVE			NTERMEDIATE	PASSIVE			
Position	1	2	3	4	5	6	7		
Distance* in mm	100	90	80	70	60	50	40		

 $^{^{\}ast}$ Measuring method: front edge of the rear tube up to the middle of the axle in mm

Total width in mm with 15 mm hand rim gap

SEAT WIDTH	320	340	360	380	400	420	440	460	480	500	520
with 0° wheel camber (mm)	500	520	540	560	580	600	620	640	660	680	700
with 3° wheel camber (mm)	550	570	590	610	630	650	670	690	710	730	750
Folded size at 0° Wheel camber					28	30					
Folded size at 3° Wheel camber						30					

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

the defect.

- 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. PRODUCT SAFETY GUARANTEE 10.1.PRODUCT RECALL

If, due to defects in the goods delivered or to existing legal stipulations, it becomes necessary to have a product recalled, then the Client is obliged to cooperate in implementing such product recall in order to ensure that it can be conducted efficiently. In the event of a product recall, the Client is in particular obliged to inform MEYRA GmbH regarding the whereabouts of the delivery items in the delivery chain (from the Client to end consumer). To this end, the Client must continually document, using appropriate documentation methods, the progress of the goods and provide MEYRA GmbH with such documentation upon request. If the Client supplies the goods to resellers, then it must impose upon such resellers, via contractual provisions, the foregoing duties of cooperation intended to ensure the efficient implementation of a product recall.

10.2. The Client is obliged to have end customers instructed with regard to the handling and use of the delivered products and to have such instruction carried out by trained specialists. If the Client supplies the goods to resellers, then it must impose upon such resellers, via contractual provisions, the foregoing training obligations pertaining to the handling and use of the delivered goods.

11. 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.

12A. 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.

12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

- **12B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted. **12B.2.** Cancellations shall be made in writing.
- **12B.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%.

12C. 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.

13. 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].

14. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

- **14.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.
- **14.2.** 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.
- **14.3.** The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods.
- **14.4.** 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.