# **iCHAIR MC3**

1.612











Serviceability
Easy battery maintenance
thanks to pull-out battery case



300 mm seat lift



Long-life LED lighting



All-wheel suspension

# Design meets function

#### **EFFICIENCY**

- Easy maintenance and a high level of serviceability guarantee efficiency
- Little need for repair due to the use of high-quality and durable components
- Modular design of the iCHAIR family enables compatibility of components
- Numerous adjustment options
   allow individual adaptation
- Simplified re-use due to optimum user limits

#### THERAPEUTIC BENEFIT

- Ideal for keeping mobile at home and at work
- Effective pressure relief and relaxed positioning for long sitting periods thanks to large electrical adjustment ranges
- Various seating systems according to individual needs
- Standard all-wheel suspension ensures ideal ride comfort for long distances
- The stable 300 mm seat lift supports the mobilisation and social integration of the user.

#### USE

- For indoor and outdoor use
- For permanent and all-day use in independent mobility, even with severe functional disorders
- For working and active people needing a wheelchair for various aspects of everyday life
- Suitable for outdoor use thanks to standard large tyres and all-wheel suspension
- Compact dimensions, the high degree of manoeuvrability and the optional seat lift enable indoor spaces to be mastered with ease

O ORDER

# ○ COST ESTIMATE ○ CUSTOM DESIGN

Please fax the completed order form to: +4957339229311 Customer service: +495733922311

Billing address / Customer ref. no.: Delivery address: Consignment / Comments:









with seat lift CODE 27 150 kg (incl. additional load)

## **iCHAIR MC3 1.612**

All prices subject to VAT at the prevailing rate! Valid from 01.01.2020 – 31.12.2020. Our Terms and Conditions as stated at www.meyra.de/AGB shall apply.



# **Specifications**

Seat width 1) 2)	380 - 650
Seat depth <sup>2)</sup>	400 - 560/400 - 560/500/480 - 530
Back height 2)	450 - 500 / 530 - 570 / 640 / 640
Lower leg length 2)	280 - 430/350 - 500/350 - 500/350 - 500
Armrest height 2) 7)	240 - 350/180 - 290/140 - 250/180 - 290
Seat height front 2)	460 - 520/530 - 590/580 - 640/610 - 670
Length with footrests	1,170
Length without foot- rests	870

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

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be

# **Specifications**

#### **WEIGHTS IN KG**

108
160
320
10

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance  $\pm\,10~\text{mm}$ Data subject to design changes.

### **PROPERTIES**

Speeds km/h	6/10
Motor power W, 6/10 km/h	2 x 220 / 2 x 300
Range with battery 43 Ah (5h), 50 Ah (20h) max. in km <sup>6)</sup>	25 - 30
Range with battery 63 Ah (5h), 73 Ah (20h) max. in km <sup>6)</sup>	35 - 40
Permitted uphill / downhill gradient	15 %
Steering type	Indirect
Seat tilt, electric	-2° to 33°
Seat tilt, mechanical	0° to 10°
Back angle, electric	-10° to 50°
Back angle, mechanical	-10° to 30°
Seat lift, electric	300

# Chassis / Motor

#### CODE **DESCRIPTION**

	Speed	Motor power	Range
115	6 km/h	2 x 220 W	max. 40 km
117	10 km/h	2 x 300 W	max. 30 km

## For more power!

	Speed	Enhanced motor power	
903	6 km/h	2 x 300 W	Only in conjunction with R-Net CODE 702 (120 A) and CODE 115
903	10 km/h	2 x 350 W	Only in conjunction with R-Net CODE 702 (120 A) and CODE 117

# Chassis options

891	Standard suspension for user weights up to 160 kg	
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<sup>1)</sup> see category 01 Seat width

<sup>2)</sup> seating systems seat pan / ErgoSeat / ERGOSTAR / RECARO
3) seating systems belt / ErgoSeat
4) Without legrests and without armrests
5) under test conditions 6 / 10 km/h with battery 73 Ah (20h)

<sup>6)</sup> see category 00 chassis/motor 7) with armrest CODE 106

<sup>8)</sup> Note: 150 kg for CODE 27

		<b>by ticking the relevant</b> I <b>sion:</b> If no other selection	<b>boxes</b> I is made, the standard versi	on will be delivered.				
01	Seat wi	dth (SW)						
	CODE	DESCRIPTION						
	38	SW 380 mm	Seat width infinitely (width of seat surfac		to 500 mm via arm	nrests		
	43	SW 430 mm	Seat width infinitely (width of seat surfac	variable from 430	to 520 mm via arm	nrests		
	48	SW 48 mm	Seat width infinitely (width of seat surfac	variable from 480	to 600 mm via arm	nrests		
	53	SW 53 mm	Seat width infinitely (width of seat surfac	variable from 530	to 650 mm via arm	nrests		
02	Seat de n specify th Front se *FSH measur	<b>pth (SD)</b> e seat depth you rec	nd 480 mm possible. Actual quire in conjunction wi ) in combination (	th the seating syst	em in category 07	Seat and seating	)	
					460	490	520	
Please o		eight of the seat cushion wheel options DESCRIPTION Puncture-resistan Puncture-proof ty		-60 mm, ErgoSeat +70	mm, ERGOSTAR +12	0 mm and RECARO +	-150 mm	
	816	Fender for castor						

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be delivered.

# 04 Drive wheels

CODE	DE DESCRIPTION		Ø INCH / MM		
460	Drive wheels with aluminium rims	14"	356		

# Drive wheel options

CODE	DESCRIPTION
846	Puncture-resistant pneumatic tyres
904	Puncture-proof tyres
824	Fender for drive wheels

# 05 Tyre colour

	CODE	DESCRIPTION
	908	Black (abrasion-resistant), rim in carbon look
T	909	Grey, rim in carbon look

Note: Tyres consist of a rubber compound which may leave permanent marks or be hard to remove from some surfaces (e.g. plastic, wooden or parquet flooring, rugs and carpets). We cannot accept liability for any abrasion damage to flooring.

# Seat tilt / Seat lift

CODE	DESCRIPTION	SEAT TILT	LIFT
119	Mechanical seat tilt, in stages	0° to 10°	-
118	Electric seat tilt, infinitely variable by 35°	-2° to 33°	-
27	Power seat lift 150 kg only in conjunction with R-NET control system	-	300 mm

## Please select by ticking the relevant boxes

Standard version: If no other selection is made, the standard version will be delivered.

# 07 Seat aı

# Seat and seating system

CODE	DESCRIPTION	SEAT DEPTH	COMPATIBLE WITH BACK SYSTEM CODE					
			Back strap	Adjustable strap	ErgoSeat back	ErgoSeat Pro back		
			737/287	736/287	949	2019		
4276/615 1)	Seat pan without cushion	400 mm	•	•	•	•		
4276/788 1)	Seat pan without cushion	430 mm	•	•	•	•		
4276/619 1)	Seat pan without cushion	460 mm	•	•	•	•		
4276/792 <sup>1)</sup>	Seat pan without cushion	490 mm	•	•	•	•		
4276/793 <sup>1)</sup>	Seat pan without cushion	530 mm	•	•	•	•		
4276 / 356	Seat pan 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	-	-	•	•		
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 select by ticking the relevant boxes  Standard version: If no other selection is made, the standard version will be delivered.							
	Seat	and seating system						
	CODE	DESCRIPTION						
	961	ERGOSTAR anatomically shaped s	eating syste	em with r	mechanicall	y adjustable b	ack	
	579	RECARO seat unit, Special S with r	mechanical	back				
	567	RECARO seat unit, Special F with a R-Net control system	electric bac	k only in	conjunctior	n with		
	580	RECARO seat unit, Special M with	mechanica	al back				
	578	RECARO seat unit, Special W with R-Net control system	electric ba	ck only in	ı conjunctio	n with		
	581	RECARO seat unit, Special L with r	mechanical	back				
	584	RECARO seat unit, Special X with R-Net control system	electric bac	k only in	conjunction	n with		
08	CODE	peat covers  DESCRIPTION						
	237	ErgoSeat cover, textile, black, wit		ms				
<u> </u>	4980 <b>Back a</b>	ErgoSeat cover, incontinence, bland back systems	ack					
	CODE	DESCRIPTION	COMPAT	IBLE WIT	TH SEATING	G SYSTEM CO	DE	
			Seat pan 4276	Ergo- Seat 948	Seat cushion 561	ERGO-STAR 961	RECARO	
	737/287	Standard back strap, black Height: 500 mm, can be modified to 450 mm	•	-	•	-	-	
	736/287	Adjustable strap, black, height: 500 mm, can be modified to 450 mm	•	-	•	-	-	
	608	Round tubing, 22 mm, incl. one-piece push bar, without back upholstery, prepared for external back	•	•	•	-	-	

ErgoSeat back, height: 530 mm,

to 570 mm, only in conjunction

can be modified to 570 mm ErgoSeat Pro comfort back including overlay cushion, textile cover black, height 530 mm, adaptable

systems\*

with seat width 430 and 480 mm

949

2019

<sup>\*</sup> Not in conjunction with swivel-up armrests CODE 24 and pelottes CODE 957 and 954

		by ticking the relevant boxes sion: If no other selection is made, the standard version will be d	elivered.				
	Accesso	ories for ErgoSeat Pro comfort back					
	CODE	DESCRIPTION D	IMENSIONS IN M	IM (H X W	/ INNER	OUTER X D)	
	2032	ErgoSeat Pro chest pelottes, small, pair 2	230 x 120/60 x 125				
	2021	ErgoSeat Pro chest pelottes, large, pair 3	310 x 125/70 x 140				
10	Back o	ptions (adjustments)					
	CODE	DESCRIPTION					
	814	One-piece push bar					
	2814	One-piece push bar, only in conjunction with REC	ARO				
	410	Individual push handles including stabiliser bar					
	913	Headrest, imitation leather, black					
	401	Mechanical back adjustment	-10° to 30°	10° in	crement	ES .	
	25	Electric back adjustment	-10° to 50°	infinit	ely varia	ble	
11	•	nels and armrests erve the marked functional properties!					
	1 = detacha	ble 2 = height-adjustable 3 = width-adjustable 4 = depth-adjustable	stable				
	CODE	DESCRIPTION	1	2	3	4	
	106	Standard side panel with padded armrest and bla clothing guard with colour insert	ck	•	•	•	
	4960	Side panel with padded armrest, black clothing guard with colour insert and slight trough in arm pad	•	•	•	•	
	21	Side panel with padded armrest, black clothing guard with colour insert and angled arm pad, long	g	•	•	•	
	24	Side panel with padded armrest, swivel-up and ar gle-adjustable, deviating armrest height = 190 - 2 mm, only in conjunction with CODE 4859 control module bracket	30	•	-	-	
		LED lighting red for clothing guard	Font size 12 m	m (max. 2	x 15 cha	aracters):	
	773*	including individual engraving Please specify required text:	Font size 18 m	m (max. 2	x 10 cha	 aracters): 	
		LED lighting blue for clothing guard	Font size 12 m	m (max. 2	x 15 cha	aracters):	
	774*	including individual engraving	Font size 18 m	m (max. 2	x 10 cha	aracters):	

Please specify required text:

<sup>\*</sup> not in conjunction with walking aid holder, CODE 970 and Seat width 380

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be delivered

# Hemiplegia armrest

CODE	DESCRIPTION
4982	Hemiplegia forearm rest pivot and height-adjustable for forearm length to centre of hand 360 mm +/- 20 mm; only in conjunction with CODE 106, 4960, 21; always on the opposite side to the control module
4985	Hemiplegia handrest flat
4987	Hemiplegia handrest with ergonomic handle "left", only in conjunction with CODE 74
4986	Hemiplegia handrest with ergonomic handle "right", only in conjunction with CODE 60
4983	Extension for hemiplegia forearm rest, for forearm length to centre of hand 430 mm +/- 20 mm

Please note that a complete hemiplegia armrest always includes the forearm rest and a hand rest. Hemiplegia armrests not in conj. with CODE 4660, 4661, 813, 4646 and 782. Rear-view mirror and mobile phone bracket cannot be mounted on a hemiplegia armrest.

# 12 Legrests

 CODE	DESCRIPTION	54	798	
93	Legrests, detachable and swing-away	•	•	
92	Legrests, swivel-up, detachable and swing-away	-	•	
86	Legrests, electrically swivel-up, detachable, swing-away only in conjunction with R-Net control system	-	•	

# 13 Footrests

CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH	92	93	86
54	One-piece footrest, 60 mm depth-adjust- able (in 4 increments), flip-up, height and angle-adjustable	150 mm	280 - 430 mm	-	•	-
798	Two-piece footrest, flip-up, height and angle-adjustable	150 mm	280 - 430 mm	•	•	-
822	Shoe holder straps (pair)					
823	Heel loops (pair)					

Please note that the lower leg length increases accordingly with the various seating systems: Standard seat cushion +60 mm, ErgoSeat +70 mm and RECARO +150 mm

# Batteries and chargers

CODE	DESCRIPTION		RANGE 6 KM/H	RANGE 10 KM/H	
5159	Maintenance-free batteries	approx. 43 Ah (5h), 50 Ah (20h)	max. 30 km	max. 25 km	
5158	Maintenance-free batteries	approx. 63 Ah (5h), 73 Ah (20h)	max. 40 km	max. 35 km	
732	Charger 8 A	for 50 Ah (20 h)			
733	Charger 12 A	recommended for 73 Ah (20 h)			

	-	ticking the relevant boxes  1: If no other selection is made, the standard version will be delivered.	
15	Lighting		
		DESCRIPTION	
	932	Active LED lighting at front and rear in accordance with road traffic licensi	ng regulations (StVZO)
16	<b>Control m</b> CODE	odules and accessories  DESCRIPTION	CONTROL
	408	Control module VR2	none*
	682	Control module for electr. seat tilt and electr. back adjustment	2 actuators
	702/415/678	3 Control module R-NET with LED display	6 actuators
	702/416/678	3 Control module R-NET with LCD colour display	6 actuators
	702/398/678	Power/adjustment/control module R-NET with large 3.5" LCD colour display and IR/Bluetooth functions, incl. light sensor	6 actuators
	918	ESP stabilisation module, only in conjunction with R-Net / LCD colour display	
	839	OMNI II environmental control for special controls (only in conjunction with R-Net)	n
	4615/4597	External adjustment keypad for directly selecting and activating five so while driving (only in conjunction with R-Net), assembly on the contro	
	4615/4599	External adjustment keypad for directly selecting and activating five so while driving (only in conjunction with R-Net), assembly on the oppose control module	
	Options fo	or control module	
	CODE	DESCRIPTION	
	74	Mounted right	
	60	Mounted left	
*Contro Software	e for programming	conjunction with adjustment module CODE 682 g VR2 and R-NET on request  odule bracket  DESCRIPTION	
		Control module bracket, length-adjustable, only in conjunction with COD	E 24 side panel
	1566	Control module bracket, length and height-adjustable, not in conjunction side panel	<u> </u>
	1860	Control module bracket, length and height-adjustable, swing-away to the (e.g. at table), not in conjunction with CODE 24 side panel	side
		Control module bracket for attendant (control module can be switched fr	om front to back)
		Protection bracket for control module VR2 and R-NET, not in conjunction v	

environmental control CODE 839

Please select by ticking the relevant boxes
Standard version: If no other selection is made, the standard version will be delivered.

#### Special control modules and special controls CODE **DESCRIPTION** Additional control module with priority function for attendant incl. mounting on 4789 back tube Tabletop with cut-out (central) for control module, mounted to swing away to the right, 4660 not in conjunction with Code 24 side panel Tabletop with cut-out (central) for control module, mounted to swing away to the left, not 4661 in conjunction with Code 24 side panel Table control, swivelling. Only in conjunction with side panel CODE 106 813 Only in conjunction with R-NET control module with LED display CODE 702/415, not in conjunction with Code 24 side panel External on/off switch, green, diameter 63 mm for users unable to use the control module buttons easily or as emergency stop function for attendant. 543 Only in conjunction with R-NET control module with LCD colour display CODE 702/416 or OMNI II environmental control CODE 839 Chin control, electrically swing-away to the side, only in conjunction with R-NET 565 Control module CODE 702 and OMNI II environmental control CODE 839 Chin control, mechanically swing-away to the side, only in conjunction with R-NET control 810 module CODE 702 and OMNI II environmental control CODE 839. 794 Bluetooth PC mouse module 596 as for CODE 543, yellow, diameter 63 mm 778 as for CODE 543, green, diameter 30 mm 779 as for CODE 543, yellow, diameter 30 mm MicroPilot zero-displacement joystick, only in conjunction with OMNI II environmental 4611 control CODE 839 MicroPilot zero-displacement joystick including mount and handrest, only in conjunction 4600 with OMNI II environmental control CODE 839 MicroGuide displacement joystick, only in conjunction with OMNI II environmental control 4612 MicroGuide displacement joystick including mount and handrest, only in conjunction with 4601 OMNI II environmental control CODE 839 4940 Neck band bracket in conjunction with CODE 4611 or 4612 TouchDrive module only in conjunction with R-Net, CODE 702 and OMNI II environmental 4613 control CODE 839

Special control modules and special controls often have to be adapted and can therefore generally not be finished products. Positioning and programming must be carried out with the involvement of the user or by a technician at the user's premises. Other special controls are possible on request.

	Please select I	by ticking the relevant boxes			
	Standard vers	ion: If no other selection is made, the standard version will be delivered.			
	Joystick attachments				
	CODE	DESCRIPTION			
	553	Tetra fork, vertical			
	556	Tetra fork, horizontal			
	734	Tetra fork, horizontal, adjustable to hand width			
	4589	Mushroom grip			
	4590	Ball grip			
	4591	T-grip			
	4593	Stick grip			
	4594	Knob			
	4595	Softball			
19	Frame c	olours (standard colour matt black) DESCRIPTION			
	5220	Custom frame colour			
	Accent colours				
	CODE	SEAT/BACK TUBES/ACCENT SIDE PANEL/TWO-PIECE LEGREST/RIM INSERTS			
	207	matt black structure (without rim inserts)			
	212	polar white			
	186	magic blue			
	227	red metallic			

180

214

lemon reflex

sun yellow

_		oy ticking the relevant boxes ion: If no other selection is made, the standard version will be delivered.
	Wheelch	pair accessories
	CODE	DESCRIPTION
	906	Rear-view mirror right
	927	Rear-view mirror left
	2676	Rear marking tape, only in conjunction with ErgoSeat
	676	Rear marking plate
	969	Luggage rack with satin finish, transparent
	994	Luggage rack with metal rods
	970	Walking aid holder
	4795	Immobiliser, key only in conjunction with R-Net
	833	Retainer strap with buckle
	4646	Therapy table swing-away to the side
	590	Abduction wedge
	260	Memory function for headrest
	957	Rigid pelottes (pair)
	954	Swing-away pelottes (pair), not in conjunction with Code 24
	781	USB charger socket
	782*	Universal adapter for mounting mobile phone brackets, not in conjunction with OMNI II environmental control CODE 839
	2721**	Adapter set for DAHL docking station
	105***	Footboard extension (abduction) each side by 25 mm (in total 50 mm)
eel		et for preparation of Dahl docking station with Code 54, 86, 92 or 93
		DESCRIPTION
	CODE	··································

Date: Signature:

# **USER DETAILS**

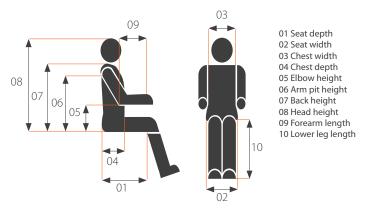
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

Please note that fields marked \* are mandatory!

### BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

1) Seat depth*:	
2) Seat width*:	
3) Chest width:	
4) Chest depth:	
5) Elbow height:	
6) Arm pit height:	
7) Back height:	
8) Head height:	
9) Forearm length:	
10) Lower leg length*:	
Height*:	
Weight (kg)*:	



All seat dimensions are always measured without seat cushion!

I hereby confirm that all details are complete and correct.
I consent to the information/data I provide and the pictures/vid-
eos taken of me being passed on to MEYRA GmbH (Meyra-Ring
2, D-32689 Kalletal) and specialist retailer for the purposes of
implementing the contract/manufacturing the product.

Date/signature

It is hereby confirmed that all details are complete and correct.

Date/signature of the specialist retailer

Further information about our privacy policy can be found at www.meyra.de/datenschutz











**CODE 118** 

**CODE 254** 

**CODE 579/567** 

**CODE 948/949** 











**CODE 237** 

**CODE 2019** 

CODE 2032/2021

CODE 25

CODE 21











**CODE 106** 

**CODE 4960** 

**CODE 4982/4987** 

**CODE 774** 

**CODE 773** 











**CODE 92/808** 

**CODE 93/54** 

**CODE 932** 

CODE 702/416/678

**CODE 839** 













CODE 702/398/678 **CODE 4615** 

**CODE 408/4860** 

**CODE 4860** 

**CODE 4789** 







**CODE 565** 



**CODE 4940** 



**CODE 553** 



**CODE 556** 



**CODE 734** 



**CODE 4589** 



**CODE 4590** 



CODE 4591



**CODE 4593** 



**CODE 4594** 



**CODE 4595** 



**CODE 833** 



**CODE 781** 



**CODE 782** 

#### 1. GENERAL - SCOPE OF APPLICATION

- 1.1. The following trading and delivery terms and conditions (T&C) of the company MEYRA GmbH shall be valid for all contracts concluded with the customers of the company. They shall also apply to all future transactions with the customer, even without a separate new agreement.
- **1.2.** The customer accepts the T&C of MEYRA GmbH as binding for the present contract and also for all future contracts. Terms and conditions of the customer or third parties shall not apply. MEYRA GmbH shall not be bound by such terms and conditions, even if they are not expressly contradicted again in the individual
- 1.3. These conditions shall only apply if the customer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under

#### OFFER, CONCLUSION OF CONTRACT

- 2.1. MEYRA GmbH offers are subject to alteration and non-binding, unless they are expressly designated as
- 2.2. MEYRA GmbH can accept orders or commissions of the customer within 14 days of receipt by confirming the offer in writing.
- **2.3.** Confirmation of the offer in writing constitutes conclusion of the contract; this shall also apply to any alterations or additions to the orders.
- **2.4.** We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order. These documents may not be made accessible to third parties without our express written consent. Where we do not accept the customer's offer within the period specified in 2.2. these documents must be returned to us without

### 3. PRICES

- 3.1. Prices are calculated exclusively in EURO. All prices are net prices. The respective statutory amount of value added tax shall be paid in addition.
- 3.2. Unless agreed otherwise in writing, our prices are ex works excluding packaging and shipping. Packaging and shipping costs 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 permissible if more than four months lie between the conclusion of the contract and the agreed delivery date. In the event of wages or material costs increasing thereafter until completion, we shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery
- 3.4. For follow-up orders, MEYRA GmbH shall not be bound to the prices from a previous contract.
- 3.5. If the order value is below 150.00 € net value of goods, a minimum quantity surcharge of 9.50 € including freight shall be charged.

### **DISPATCH, TRANSFER OF RISK**

- **4.1.** The place of performance for deliveries is the registered office of MEYRA GmbH, unless expressly agreed otherwise.
- **4.2.** If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods (including partial deliveries) have been handed over to the third party designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the
- 4.3. In the event of claims due to transport damages or losses being asserted against MEYRA GmbH, the customer must note the damage on the freight documents or, in the event of losses, arrange for this to

- be recorded immediately and notify us of this 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 delays in handover or dispatch for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for
- 4.6. Where the customer specifies no specific instructions, the choice of the transport route and means shall be made by MEYRA GmbH, without guarantee and liability for the cheapest and fastest mode of dispatch.

#### **DELIVERY TIME, SCOPE OF DELIVERY**

- 5.1. Prospective delivery periods are to be understood as estimated delivery periods, unless a specific date has been expressly stipulated in writing.
- **5.2.** If the parties have agreed a delivery period, this shall commence on the date the order is confirmed. The delivery period shall be deemed to have been observed if the goods have left the factory or notification of readiness for dispatch has been given by the end of the delivery period
- 5.3. Compliance with agreed delivery and performance dates assumes the timely receipt of all documents 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 on time, the deadlines shall be extended accordingly.
- 5.4. MEYRA GmbH shall not be liable for delays in delivery arising from force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. strike, operational disturbances, delayed delivery by our own suppliers, transport delays, unfavourable weather conditions, etc.) for which it is not responsible. The delivery period shall be extended by the duration of the temporary hindrance to per formance for which MEYRA GmbH is not responsible, plus a reasonable period for resumption.
- 5.5. If the resulting delays exceed a period of six weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of performance concerned.
- 5.6. MEYRA GmbH shall be entitled to make partial deliveries insofar as the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods is guaranteed and no additional costs arise for the customer

### **PAYMENT**

- 6.1. Invoice amounts must be paid in full to one of the bank accounts specified by us within 30 days of receipt of the invoice. If the invoice is not for a spare part delivery or a repair invoice, the customer shall be entitled to a 2 % discount if payment is made within eight days of receipt of the invoice.
- 6.2. We shall only accept cheques and bills of exchange if this has been expressly agreed beforehand. Acceptance shall be on account of performance. Invoice adjustments for cheques and bills of exchange are subject to redemption. The value shall be credited effective as of the day we have access to the equivalent amount.
- **6.3.** If the customer fails to pay on the due date, the outstanding amounts shall bear interest at 8 % p.a. above the respective base interest rate. We reserve the right to assert higher damages caused by default.
- 6.4. In the event of the customer being in arrears with a payment, all other claims based on the same legal relationship shall become due for payment immediately without the need for separate notification.
- 6.5. The customer shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer shall only be authorised to exercise a right of retention insofar as his counterclaim

is based on the same contractual relationship. **6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

#### **RETENTION OF TITLE**

- **7.1.** The goods delivered by MEYRA GmbH shall remain the property of MEYRA GmbH until complete settlement of all claims against the customer, including future claims.
- 7.2. The customer may sell the reserved goods in the ordinary course of business. He shall not be entitled to dispose of the goods in any other way, in particular by way of security assignment or pledge. The claims of the customer arising from the resale of the reserved goods (including other claims such as insurance claims or claims arising from unlawful acts in the event of loss or destruction) are hereby assigned to MEYRA GmbH by way of security. MEYRA GmbH accepts the assignment. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations. In the event of the customer being in default of payment, we shall be entitled to revoke the collection authorisation.
- 7.3. If the reserved goods are processed by the customer, it is hereby agreed that the processing shall take place in the name and for the account of MEYRA GmbH as manufacturer and that MEYRA GmbH shall directly acquire ownership or - if the processing takes place from or in connection with materials of several owners or the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the subject of delivery to the value of the newly created item. If MEYRA GmbH loses its property through combination or commingling, or if it should not become the owner of the subject of delivery in the case of processing, the customer shall hereby in advance transfer to MEYRA GmbH a co-ownership share in the uniform item corresponding to the proportional value of the subject of delivery. MEYRA GmbH hereby accepts the offer. The delivery shall be replaced by gratuitous custody.
- **7.4.** The customer is obliged to inform us immediately of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents required to assert our rights. At the same time the customer shall inform the third party of MEYRA GmbH's right of ownership without being called upon to do so. Any costs arising in this connection shall be borne by the customer. 7.5. MEYRA GmbH undertakes to release the securities
- to which it is entitled at the customer's request insofar as they exceed the value of the claims to be secured by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH. 7.6. In the event of an insolvency petition concerning
- the customer, we hereby prohibit the resale or processing of our reserved goods and revoke our authorisation to collect the claims assigned to us. 7.7. In the event of default in payment by the
- customer, we shall be entitled to demand immediate surrender of the reserved goods.

#### **GUARANTEE / LIABILITY**

- **8.1.** The customer shall inspect the delivered goods immediately upon delivery. Insofar as obvious defects are concerned or defects that would have been found in the course of a thorough inspection, the customer must notify us of complaints in writing within one week of receipt of the delivery. After expiry of this period, any liability for these defects shall be excluded. Guarantee claims for concealed defects shall only exist if they are notified to us in writing within one week of being detected.
- 8.2. In cases of defective delivery, we shall have the right, at our discretion, to repair the defective item or to replace it with a new delivery free of defect. The customer is obliged to make the defective item available to us free of charge for inspection and rec-

tification. If the rectification of defects or subsequent delivery does not succeed, if it is not provided within a reasonable period of time or if it is rejected by us, the customer may, at his discretion, withdraw from the contract or reduce the purchase price. It is not necessary to set a time limit in cases where this is not required by law.

- **8.3.** The guarantee shall lapse if the customer changes the subject of delivery or has it changed by third parties without our consent and the removal of the defect is thereby rendered impossible or unreasonably difficult. The customer shall, however, in any case bear the additional costs of remedying the defect incurred as a result of the change.
- **8.4.** Any guarantee which we may assume towards the first user of the rehabilitation equipment shall not be affected by the above provisions.
- **8.5.** Excluded from the warranty is the function-related wear of all articles, assemblies, batteries and spare parts supplied by us, as well as the inappropriate or improper storage, use or handling of the goods.
- **8.6.** Further claims of the customer, in particular for damages instead of performance and for compensation of any other direct or indirect damage - including accompanying or consequential damage, irrespective of the legal basis - are excluded. This shall not apply if MEYRA GmbH has fraudulently concealed a legal or material defect or if the damage is based on intent or gross negligence of MEYRA GmbH, its legal representatives or vicarious agents or a negligent violation of essential contractual obligations exists. Essential contractual obligations are such obligations of which the fulfilment is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. In the case of damage to property and financial losses caused by slight negligence, however, the liability of MEYRA GmbH to pay compensation is limited in amount to foreseeable damage typical for this type of contract. Furthermore, physical injury and/or damage to health caused by a culpable breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.
- **8.7.** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

#### 9. LIMITATION

Claims of the customer on account of material defects shall become time-barred two years after handover/delivery of the goods to the customer. The period of limitation for replacement devices and repairs shall be one year from handover/delivery of the goods to the customer. Excluded from this are claims for damages due to injury to life, limb or health and/or claims for damages on account of grossly negligent or intentionally caused damage by MEYRA GmbH or its vicarious agents. In this respect, the statutory limitation periods shall apply.

### 9.1. REPLACEMENT DEVICE SERVICE

Irrespective of the guarantee, MEYRA GmbH shall offer its customers the option of replacing defective devices with refurbished ones. The following provisions shall apply in respect of these devices offered in exchange:

- Replacement devices are refurbished and technically in order
- The defective device must be returned to MEYRA GmbH
- free of charge within 15 working days. The returned device shall become our property.
- If the device is not returned, we shall charge 95% of the new retail price for the replacement device delivered.
- The returned device must correspond to the type and design of the delivered replacement device.

Moreover the device must be reusable

- and may only show signs of wear appropriate to normal use.
- It is incumbent upon MEYRA GmbH to assess whether the returned device fulfils the aforementioned conditions.
- Should the conditions not be met, we shall also charge the aforementioned amount less the residual value of the returned device for the delivered replacement device.

# 10. PRODUCT SAFETY 10.1.PRODUCT RECALL

In the event of a product recall being necessary on account of a defect in the delivered goods or due to existing legal obligations, the customer is obliged to cooperate in implementing the product recall in order to enable an efficient execution thereof. In particular, the customer is obliged in the event of a necessary product recall to inform MEYRA GmbH about the whereabouts of the subjects of delivery in the further supply chain up to the end customer. For this purpose, the customer must maintain suitable documentation on an on-going basis about the whereabouts of the goods and make this available to MEYRA GmbH on request. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the obligations to cooperate specified here in order to ensure the execution of an efficient product recall. 10.2. The customer is obliged to instruct end customers in the handling and use of the delivered products by trained specialist staff. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the duty to instruct in handling and use of the delivered product specified here.

# 11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS

Attention is drawn to the fact that stricter statutory provisions apply in the case of MY INDIVIDUAL. Constructional modifications of MEYRA GmbH articles by the customer or a third party commissioned by him are only permissible if they comply with the safety requirements and have previously been consented to in writing by our management. For this purpose, a modified model and a design drawing shall be made available to us on request. In the event of constructional changes being made without the written consent of our management and damage arising to third parties as a result of the changes for which we are liable in the external relationship, the customer is obliged to indemnify us in the internal relationship against all claims of the third party.

#### 12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES

Goods returned without an enclosed copy of the delivery note or invoice will not be accepted for return. Goods returned (in their original packaging and absolutely as new) will be credited with 80% of the net value of the goods. Excluded from return are articles delivered more than three months previously, MY INDIVIDUAL, hygiene products, used and/or filled batteries and articles under EUR 100.00 net commodity value. Individually manufactured wheelchairs (e.g. children's and adaptive wheelchairs) are likewise excluded. The sender shall bear the transport risk. Any cleaning and/or disinfection costs incurred in connection with approved returns will be charged at a flat rate of at least EUR 79 net.

# 12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS

**12B.1** It is not possible to cancel orders without the prior consent of MEYRA GmbH.

- **12B.2** Cancellations must be made in writing. **12B.3** If the cancellation of finished, deliverable products has been approved, the following shall apply:
- Rehabilitation articles will be credited in full. Custom wheelchairs and sports wheelchairs will not be accepted for cancellation.
- In the event of cancellation of adaptive wheelchairs, 20% of the net value of the goods will be retained.

The cancellation fee for power chairs and scooters is 5%. A 10% cancellation fee will be charged for standard and lightweight wheelchairs.

#### 12C. RETURN / DISPOSAL

Our prices are exclusive of the costs for the return and disposal of complete old devices of users other than private households. On request, we shall also organise the return and reuse/disposal of such devices, insofar as these were sold by us, against reimbursement of the costs incurred. Returns are not possible without the prior consent of MEYRA GmbH.

# 13. USE OF PERSONAL DATA

We are entitled to store personal data about the customer within the scope of the legal provisions, in particular the General Data Protection Regulation, and to process such data within the company.

#### 14. PLACE OF JURISDICTION, APPLICABLE

law, severability clause

- **14.1.** Unless expressly agreed otherwise, the place of performance shall be the registered office of MEYRA GmbH in Kalletal-Kalldorf.
- **14.2.** For all legal disputes arising from the contractual relationship, the place of jurisdiction shall be determined by our registered office in Kalletal-Kalldorf. We are also entitled to bring legal action against the customer at his place of jurisdiction.
- **14.3.** The law of the Federal Republic of Germany shall apply while excluding the UN Convention on Contracts for the International Sale of Goods.
- **14.4.** Should individual provisions of these Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.