SMART ^F

2,360







Smooth transition from front frame to seat



Innovative light brake, swivelling, aluminium



Individually adjustable chassis



Optimised folding system with compact folding dimensions

New Active Line

EFFICIENCY

- Permanent provision with possibilities for adapting to changes in function reduces follow-up costs
- Extensive standard equipment minimises the need for costly custom design
- Minimal wear due to the integral construction of the frame and the quality of the add-on components

THERAPEUTIC BENEFIT

- Maximum smoothness of ride and low tare weight encourage independence of the user
- Fine adjustment of back element, seat and chassis enable adaptation to changes in function and individual user requirements
- Extensive range of equipment for longterm users
- Optimised frame enables compact sitting, moving and transportation
- Seat belt and back strap adjustable, individual setting of back height
- Optimised ride quality: lighter, sportier and easier to tilt and turn

USE

- For permanent and long-term care
- For paraplegic care
- Very well suited for a wide range of medical conditions, including the severely afflicted
- Users with loss of lower extremity function (lateral transfer, hand rim propulsion)
- For very active wheelchair users, handbikers and frequent travellers

O ORDER

○ COST ESTIMATE ○ CUSTOM DESIGN

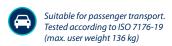
Please fax the completed order form to: +4957339229311 Customer service: +495733922311

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









SMART F 2.360

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	320	340	360	380	400	420	440	460	480	500	520
Width, ready to move	500	510	540	560	580	600	620	640	660	680	700
Width, folded		280	with 0°	' whee	l camb	er or 33	30 with	3° wh	eel can	nber	
Seat depth	380 / 400 / 420 / 440 / 460 / 480 / 500										
Seat height front / rear	440 to 530 / 400 to 530										
Total height	Seat height rear + back height										
Back height				variabl	e from	250 to	500 +	25 mm	1		
Armrest height	approx. 170- 245										
Length with footrest	880 - 1,030 (depending on frame length, wheel size and axle position)								tion)		

User weight	150
Empty weight	from 9.5
Permissible total weight	159.5
Transport weight	7.4
Drive wheel	600 (24")
Drive wheel	635 (25")
Drive wheel	660 (26")

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance $\pm\,10\,\text{mm}$

Caution!

Please note when using public transport (e.g. trains): the dimensions of the wheelchair may exceed the transport company guidelines. Please enquire beforehand.

When using auxiliary drives, the permissible total weight must not be exceeded.

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

OO Frame design (frame length)

	CODE	DESCRIPTION	SD IN MM	BL IN MM
	351	Frame short	380 – 420	880 – 950
	352	Frame medium	440 – 460	920 – 990
	353	Frame long	480 – 500	960 – 1,030

Please bear in mind your seat depth and specify this accordingly in category 02!

Frame design (frame angle and frame inset)

CODE DESCRIPTION

346	Standard front frame	79°						
347	Compact front frame, only in conjunction with frame inset CODE 4950	86°						
4950	Vith frame inset, (10 mm per side)							
4959	Without frame inset	Without frame inset						
992	Varioblock for auxiliary drives (only necessary with selection of side panel CODE 81 and 84 in combination with Alber drives. The total width of the wheelchair increases by 20 mm) in combination with drum brake only with 0° wheel camber.							
903	Reinforced caster forks, recommended when using auxiliary drives and with heavier user weight							

Note: Note: With CODE 347 compact front frame, the seat height difference FSH to RSH must be at least 20 mm.

01 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

		y ticking the re	levant boxes election is made, the	tandard vers	ion will be deli	vered					
	Junuara vers	ion. Il no other s	erection is made, the	tandara vers	ion will be deli	rereu.					
02	Seat dep	oth (SD) Te	ension-adjusto	able sea	t belt						
	CODE	DESCRIPT	ION				FRAME	CODE			
	368	SD 380 mm	incl. uten:	sil bag unc	ler the seat k	elt	351				
	615	SD 400 mm	incl. uten:	sil bag unc	ler the seat k	elt	351				
	784	SD 420 mm	incl. uten:	sil bag und	ler the seat k	elt	351				
	618	SD 440 mm	incl. uten:	sil bag und	ler the seat b	elt	352				
	619	SD 460 mm	incl. uten	sil bag und	ler the seat k	pelt	352				
$\overline{\Box}$	787	SD 480 mm	incl. uten:	sil bag und	ler the seat k	pelt	353				
	792	SD 500 mm	incl. uten:	sil bag und	ler the seat k	pelt	353				
03	Front co	st boight	(CCU) in comb	ination	with cost	er whool (withou	t coat cus	(hion)		
US		lumns = seat hei	(FSH) in comb		Ø castor whee	_	witiiou	ı seut tus	iliolij		
	Please select	your required s	seat height by select	ing a possib	le combinatio	of seat height				d seat height	difference
FSH	between fro	nt and rear seat	height is 100 mm! Ro				els for heavi 490	er user weight 500	510	520	530
	solid rubbe	r C 151] [1						
	solid rubbe										
	soft solid ru]						
Ø 142	3011 30110 10	DDC1 C 327									
A standa	ard castor whee	el is automatically	configured when the	FSH is selec	ted. Xtrends ca	stor wheels can b	e selected a	s an option in t	he following to	able.	
	Xtrends	castor wh	eels								
	CODE	ARTICLE	DESCRIPTION	F	RIM	TYRES	Ø	X W			
	689	1068963	Lightwheel (pair)	P	lastic	Solid rubb		0 x 23 mm			
	689	1072385	Castor wheel (pai	r1	luminium ilver	colour Solid rubb	per 10	0 x 32 mm			
	689	1072386	Castor wheel (pai	r)	luminium ilver	Solid rubb	per 12	5 x 32 mm			
	689	silver black 1	1081340 081341 1081342 1081343 1081344	-		Solid rubb	per 10	0 x 32 mm			
	689	Frog legs ca silver black 1	1081347 1081345 081346 1081347 1081348			Solid rubb	per 12	5 x 32 mm			

		by ticking the relevant boxes
	Standard versi	ion: If no other selection is made, the standard version will be delivered.
04	Seat cus	shion
	CODE	DESCRIPTION
	560	Seat cushion 30 mm
	562	Fleece strips on seat belt

05	Re	ear se	eat he	ight (l	RSH)	in con	nbina	tion w	ith dri	ve wh	eel (w	vithou	t seat	cushic	on)			
	Hoi	rizontal c	olumns =	seat hei	ghts in m	nm	Vertica	ertical lines = Ø drive wheel										
									combinat and rear					e Xtrend	s drive wl	neels		
		(Possik	ole seat he	eights wi	th 3° whe	eel camb	er CODE 4	147 in con	j. with dru	m brake C	ODE 706)							
		370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530
Ø 24 x 1	1″																	
Ø 24 x 1 3/8"	1																	
Ø 25 x 1	1 ″																	
Ø 26 x 1	1 "																	

Horizontal drive wheel position (setting centre of gravity)

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

^{*} Measurement: Centre of back tube to centre of axle in mm

Drive wheels in combination with seat height

CODE	DESCRIPTION	Ø
651	Standard wheel, incl. quick release axle (pair)	24"
2651	Standard wheel black, incl. quick release axle (pair) not in conjunction with CODE 706 drum brake	24"
848	SILVERDESIGN with radial spokes and high flange hub incl. quick release axle (pair)	24"
695	Active wheel with radial spokes, high flange hub, hollow section rim (Jumbo rim) black (pair) Recommended for user weight over 100 kg or dynamic driving style! Not in conjunction with PU tyres CODE 902 and drum brake CODE 706	24"
752	"Light" wheel incl. Schwalbe RightRun light tyre and black aluminium hand rim, only in conjunction with 0° wheel camber CODE 423. (pair) Recommended for user weight up to 90 kg!	24"

	Please select by ticking the relevant boxes Standard version: If no other selection is made, the standard version will be delivered.								
	Xtrend	ls drive wheels	S						
	CODE	ARTICLE	DESCRIPTION	Ø					
	688	blue 1081354 red 1081356 gold 1081355	New Active wheel with radial spokes, Schwalbe ONE tyre, hub, rim and hand rim, colour	24 x 1"					
	688	1068705	Six star incl. 8 bar high-pressure tyres and alumini- um hand rim (pair)	24 x 1"					
	688	1068707	CROSS wheel incl. aluminium wheel rim, heavy studded tread tyres and stainless steel hand rim (pair)	24 x 1.75″					
	688	1073641	Spinergy wheel, 12 spoke black, incl. Schwalbe Marathon Plus Evolution and Tetra hand rim (pair) White or orange spokes possible on request!	24 x 1"					
	Xtrend	ls drive wheels	s						
	CODE	ARTICLE	DESCRIPTION	Ø					
	688	1085185	Spinergy carbon drive wheel, black spokes incl. Schwalbe One tyres and stainless steel hand rims	24 x 1"					
	688	1073640	Spinergy wheel, 12 spoke black, incl. Schwalbe Marathon Plus Evolution and stainless steel hand rim (pair) White or orange spokes possible on request!	24 x 1"					
	688	1068713	Black Light incl. Schwalbe Marathon Plus Evolution and aluminium hand rim (pair)	24 x 1"					
	688	1075478 25 x 1" 1075479 26 x 1"	Active wheel with radial spokes, high flange hub, hollow section rim (jumbo rim) in black, incl. Schwalbe Marathon Plus Evolution and stainless steel hand rim (pair) Recommended for user weight over 100 kg or dynamic driving style!	25 x 1" 26 x 1"					
These tr	endy wheels	are delivered in pairs. [Deviating equipment of Xtrends wheels possible on request.						
	Drive v	wheel options							
	Locking	g device for te	traplegics						
	CODE	DESCRIPTION							
	697	_	ce for tetraplegics, facilitates the removal of the drive wheel ction with drive wheels CODE 848 and 695, recommended in conju er CODE 447	nction with					
	Wheel	camber							
	CODE	DESCRIPTION	I						
	423	0° wheel cambe	er (adjustable track)						
	447	3° wheel cambe	er (adjustable track) in combination with drum brake CODE 706 rest	tricted seat height variation					

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

Hand rims and hand rim options (not in combination with Xtrends wheels)

CODE	DESCRIPTION	Ø				
445	Titanium, with 6 brackets, only in conjunction with Active wheel CODE 695	24"				
493	Brightly polished stainless steel	24"				
494	Aluminium, not in conjunction with Active wheel CODE 695	24"				
168	Optigripp special hand rim for tetraplegics	24"				
166	Silicone hand rim cover, smooth, black not in conjunction with Active wheel CODE 695	24"				
692	Narrow hand rim clearance	24"				
693	Wide hand rim clearance	24"				
849	Curve L, aluminium black powder coated, ergonomic hand rim profile, H 31 mm, only in conjunction with Active wheel CODE 695 and Spinergy wheel art. no. 1073641, 1073640 and standard wheel CODE 651 and 2651					
850	Curve L Tetra Grip, slip-resistant coating, aluminium, suitable for tetraplegics, ergonomic hand rim profile, H 31 mm, only in conjunction with Active Wheel CODE 695 and Spinergy wheel art. no. 1073641, 1073640 and standard wheel CODE 651 and 2651					
GEKKO, aluminium black powder coated with replaceable rubber lip, ergonomic hand rim profile, H 31 mm, only in conjunction with Active wheel CODE 695 and Spinergy wheel art. no. 1073641,1073640 and standard wheel CODE 651 and 2651						
871*	Double hand rims for seat widths up to 480 mm Only in conjunction with PU tyres CODE 902 Not in conjunction with drum brakes CODE 706	24"				

^{*}not suitable for very active use

Total width hand rim clearance see enclosed information.

Tyres (not in combination with Xtrends wheels)

CODE	DESCRIPTION	Ø
496	Pneumatic tyre 8 bar	24 × 1"
486	Pneumatic tyre 4 bar	24 x 13/8"
395	Maxxis VN Master Alpha Protect tyres, black, puncture-resistant, 10 bar	24 x 1"
902	PU tyres, puncture-proof, not in conjunction with Active wheel CODE 695	24 x 1"
897	Schwalbe Marathon Plus Evolution tyre, puncture-resistant, 10 bar	24 x 1"
363	Schwalbe ONE plain tread tyre, puncture-resistant, 9 bar	24 x 1"

See category 05 Seat height in combination with drive wheel.

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.

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

09 Brakes

CODE	DESCRIPTION
305	Pressure brake for user
2595	"Light" aluminium pressure brake, swing-away, not in conjunction with side panel CODE 748 / CODE 81/ 84
305/706	Drum brake for attendant Only in conjunction with push handles CODE 412 or 502 Wheel covering CODE 98 is recommended. Not possible with RSH 400 / 480 mm
986	Attachable brake lever extension
73	Side panel brake, brake integrated in clothing guard. only in conjunction with CODE 100

10 Back strap height (BH)

CODE	ВН	DESCRIPTION
620	250 mm	Back strap, adjustable via hook and loop fasteners, subsequently adjustable + 25 mm
626	300 mm	Back strap, adjustable via hook and loop fasteners, subsequently adjustable + 25 mm
631	350 mm	Back strap, adjustable via hook and loop fasteners, subsequently adjustable + 25 mm
632	400 mm	Back strap, adjustable via hook and loop fasteners, subsequently adjustable + 25 mm
633	450 mm	Back strap, adjustable via hook and loop fasteners, subsequently adjustable + 25 mm
637	500 mm	Back strap, adjustable via hook and loop fasteners, subsequently adjustable + 25 mm

Backrest (standard 90° to seat)

CODE DESCRIPTION

410	Back with push handle, short
412	Back with push handle, long
411	Back without push handle. With lumbar contour CODE 622 only possible from BH 300 mm up
140	Push handle integrated into back tube, infinitely variable height adjustment up to 100 mm. Not in conjunction with lumbar contour CODE 622 and drum brake CODE 706
141	Push handles, swing-away, only in conjunction with back without lumbar contour CODE 621
502	Back with push handle, mounted on back tube, infinitely variable height adjustment up to 150 mm Not in conjunction with push handle CODE 140/ 141. Lumbar contour CODE 622 only possible from BH 300 mm up
2032	ErgoSeat Pro chest pelottes, small, pair. Recommended with back heights of 300 - 400 mm
2021	ErgoSeat Pro chest pelottes, large, pair. Recommended with back heights of 400 - 500 mm

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

Backrest options

CODE	DESCRIPTION
29	Back, angle-adjustable from seat surface, +/-15° in 5° increments, can be adjusted subsequently. Only in conjunction with push handle CODE 410/ 412. Not in conjunction with lumbar contour CODE 622
621	Back without lumbar contour
622	Back with lumbar contour
814	Transverse pushbar, stabilises the back in the event of greater strain, not in conjunction with push handles CODE 141. Recommended from SW 460 up!
913	Headrest, 300 mm infinitely variable height adjustment, only in conj. with pushbar CODE 814

Side panels and armrests

Please observe the marked functional properties!

1 = fixed 2 = swivel up 3 = detachable 4 = lockable 5 = height-adjustable armrest 6 = with wheel covering

CODE	DESCRIPTION	1	2	3	4	5	6
100	Aluminium side panel in frame colour, with cold weather liner	•					•
81	Side panel, armrest short, height-adjustable with one-hand control. Possible from RSH 450 mm up		•	•	•	•	
84	Side panel, armrest long, height-adjustable with one-hand control. Possible from RSH 440 mm up		•	•	•	•	
302	"Light" side panel, aluminium, in frame colour. Possible from RSH 430 mm up	•					
748	Aluminium side panel in frame colour, with cold weather liner incl. height-adjustable armrest (screw-retained), possible from RSH 440mm up.	•				•	•
783	Carbon side panel	•					•
98	Aluminium side panel in frame colour with cold weather liner and 50 mm wheel covering	•					•
24	Swing-away side panel bracket, only in conjunction with CODE 98, 100, 783 or without side panel.						

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

13 Legrests and footrests

CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH
311/97	"Light" one-piece aluminium footrest in frame colour, self-folding, height and angle-adjustable, Without frame inset CODE 4959 from SW 340 - 500 mm, with frame inset CODE 4950 from SW 360 - 520 mm	100 mm	360 - 480
312	One-piece footrest, stable aluminium profile, in frame colour, flip-up, height and angle-adjustable	100 mm	360 - 480
315	One-piece aluminium footrest in frame colour, flip-up, height and angle-adjustable	150 mm	360 - 480
808	Individual aluminium footplates in frame colour, flip-up, depth and angle-adjustable. Only without frame inset CODE 4959	150 mm	360 - 480
123/54	One-piece aluminium footrest in frame colour, flip-up, height and angle-adjustable. Only without frame inset CODE 4959	150 mm	300 - 380
4312	Stable aluminium profile LED footrest incl. headlamp and tail light in frame colour, one-piece, height, depth and angle-adjustable, incl. Bluetooth module (with CODE 4959 from SW 360 mm up, with CODE 4950 from SW 380 mm up)		
4313	Stable aluminium profile LED footrest incl. headlamp and tail light in frame colour, one-piece, height, depth and angle-adjustable, (with CODE 4959 from SW 360 mm up, with CODE 4950 from SW 380 mm up)		

Footrest accessories

CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH
663	Footrest swing-away to the side Functional extension for footrest CODE 312		40 - 48
359	Calf strap		

Required lower leg length in mm (measured without seat cushion)
Factory default setting of lower leg length from 360 to 480 mm possible

14 Frame colours

CODE	DESCRIPTION	CODE	DESCRIPTION
130	Titanium grey	206	Matt black
183	Silver metallic	224	Blue metallic
186	Magic blue	227	Red metallic
188	Blackstar	4023	
216	Jet black		

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

Frame colours

CODE	DESCRIPTION	CODE	DESCRIPTION
4040	Downtown grey	4044	Red metallic matt
4041	Magic blue matt	4045	Signal white matt
4042	Blue metallic matt	4046	Green metallic matt
4043		4047	Purple metallic matt

Back strap colours (seat belt always black)

CODE DESCRIPTION 235 Trevira black 292 Net fabric, breathable, black Net fabric, breathable, red

Wheelchair accessories Hand protectors and spoke guards

CODE	DESCRIPTION
489	Transparent

Support castor wheels

691	Support castor wheels, one pair, swing-away (recommended) Not in conjunction with stepper tube CODE 309
712	One support castor wheel, swing-away, left -mounted
713	One support castor wheel, swing-away, right -mounted

	Please select by ticking the relevant boxes		
	Standard version	n: If no other selection is made, the standard version will be delivered.	
	Other acco	essories	
	309	Stepper tube (one pair)	
	4930	One stepper tube, left-mounted , not in conjunction with support castor wheels CODE 691/712 and manoeuvring castors CODE 746	
	4931	One stepper tube, right-mounted , not in conjunction with support castor wheels CODE 691/713 and manoeuvring castors CODE 746	
	746	One pair manoeuvring castors, e.g. for confined spaces or in aeroplanes Not in conjunction with stepper tube CODE 309 or support castor wheels CODE 691/712/713 from RSH 420 mm up	
	833	Retainer strap with buckle	
	970	Walking aid holder in conjunction with stepper tube	
	819	Passive lighting	
	205542100	Hand compressor	
	951	Accessory net	
	929	Plastic therapy table, transparent, adjustable from 380 to 480 mm seat width Only in conjunction with side panel CODE 84	
	930	Plastic therapy table for self-propelling user, transparent, push-on, for defined seat width, only in conjunction with side panel CODE 84	
	679	Folding fixture	
	ion: With 24" wheels py table Code 929/9	s and a rear seat height of less than 470 mm, there is a resulting limitation in terms of armrest height with use of the 130	
	Xtrends a	ccessories	
	261519300	X-TREME backpack	
	261519600	Wheel bag "BLACK WHEEL CASE", suitable for max. 2 x 24" wheels or either 1 x 25" or 1 x 26" wheel	
	1074231	Wheel bag "MEYRA ACTIVE", suitable for max. 3 x 28" wheels	
	206964600	3M spoke reflectors	
Com	ments relati	ng to your order:	
	Data	Cignatura	
	Date:	Signature:	

USER DETAILS

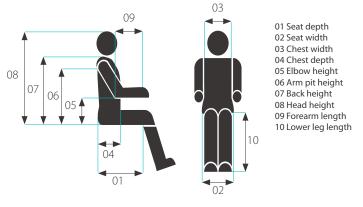
First name:*	
Last name*:	
House no./street:	
Postcode:	
Town/City*:	
Country:	
Date of birth*:	
Diagnosis -1-:	
Diagnosis -2-:	
Tel. (landline):	
Tel. (mobile):	
eMail:	
Order no.:	

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!

Date/signature

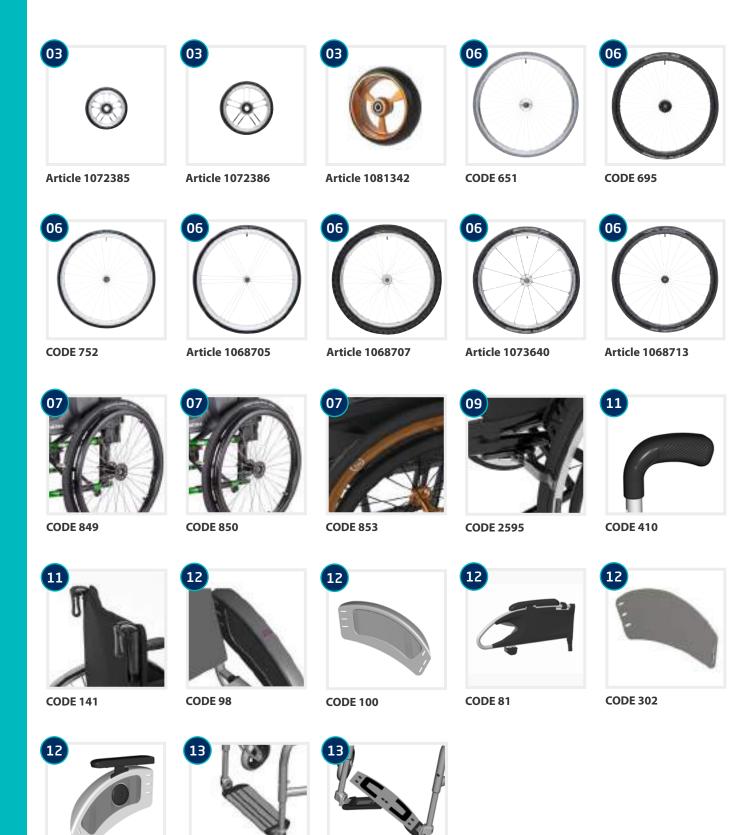
It is hereby confirmed that all details are complete and correct.

Date/signature of the specialist retailer

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

CODE 748

CODE 312



CODE 311/97

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 $\ensuremath{\mathsf{GmbH}}$
- 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.