

# FLASH

1.135



Permissible user weight  
75 kg



**MEYRA®**



Anatomic back shell, detachable



Trendy design.



Perfect adjustment of lower leg length



Ultra flexible - a seat that grows with you

## Lightning on wheels

### **EFFICIENCY**

- A wheelchair concept that grows with the patient, reducing the cost of care
- High variability in adjusting the seating position and driving characteristics
- Quick and reliable supply of spare parts over the long term due to a nationwide specialist trade network
- Very good reusability

### **THERAPEUTIC BENEFIT**

- Flexible seat unit for perfect adaptation to the individual dimensions of the child
- Seat depth adjustment forwards via adapter
- Back unit telescopic backwards by 45 mm, ideal for seating shells
- Low weight, anatomical seat unit and maximum variability for ideal handling
- Vast legroom to the front due to the standard abduction frame
- Very easy to adapt when growth or changes in functions make adjustment necessary
- Infinitely variable adjustment of lower leg length from 200 mm up

### **USE**

- For active children and youths
- For use at home and in leisure pursuits
- For children of nursery, preschool and school age

ORDER

COST ESTIMATE

CUSTOM DESIGN

**Please fax the completed order form to: +49 5733 922 9311 Customer service: +49 5733 922 311**

Billing address / Customer ref. no.:

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Delivery address:

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Consignment / Comments:

**MEYRA®**



 **Permissible user weight**  
75 kg

## FLASH 1.135

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](http://www.meyra.de/AGB) shall apply.

### Specifications

	MIDI	MAXI		
Seat width	240 - 300	240 - 400	User weight	75
Total width with 0, 3, 6°	SW + 180 (0°) / SW + 220 (3°) / SW + 260 (6°)		Empty weight	10
Seat depth	240 - 300	320 - 400	Permissible total weight	85
Seat height front / rear	390 - 470 / 360 - 440	390 - 480 / 390 - 470	Transport weight	8
Total height	RSH+BH+40	RSH+BH+40	Drive wheel	550 (22")
Back height	250 - 400	250 - 400	Drive wheel	600 (24")
Back angle adjustment	75° - 105°	75° - 105°		
Lower leg length	200 - 290*	250 - 320/330 - 440*		
Length with footrest	670 - 745	855 - 930		

Dimensions in mm, weights in kg, wheels in inches, dimension tolerance ± 10 mm

\*measured from upper edge of seat belt to centre of footboard

**Caution!**

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

Please select by ticking the relevant boxes

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

## 00 Frame design (frame length)

	CODE	DESCRIPTION	LENGTH	SEAT DEPTH	SEAT WIDTH	DRIVE WHEEL	
<input type="checkbox"/>	351	Frame length Midi	472 mm	240 - 300 mm	240 - 300 mm	22"	-
<input type="checkbox"/>	352	Frame length Maxi	562 mm	320 - 400 mm	240 - 400 mm	-	24"

\* Bear in mind and compare your details in categories 03 and 05 (FSH and RSH)!

## 01 Seat width (Sw)

	CODE	DESCRIPTION
<input type="checkbox"/>	124	SW 240 mm
<input type="checkbox"/>	126	SW 260 mm
<input type="checkbox"/>	28	SW 280 mm
<input type="checkbox"/>	30	SW 300 mm
<input type="checkbox"/>	32	SW 320 mm
<input type="checkbox"/>	34	SW 340 mm
<input type="checkbox"/>	36	SW 360 mm
<input type="checkbox"/>	38	SW 380 mm
<input type="checkbox"/>	40	SW 400 mm

## 02 Seat depth (SD)

	CODE	DESCRIPTION	FRAME CODE
<input type="checkbox"/>	524	SD 240 mm	351
<input type="checkbox"/>	526	SD 260 mm	351
<input type="checkbox"/>	528	SD 280 mm	351
<input type="checkbox"/>	390	SD 300 mm	351
<input type="checkbox"/>	392	SD 320 mm	352
<input type="checkbox"/>	394	SD 340 mm	352
<input type="checkbox"/>	366	SD 360 mm	352
<input type="checkbox"/>	368	SD 380 mm	352
<input type="checkbox"/>	615	SD 400 mm	352

Please select by ticking the relevant boxes

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

### 03 Front seat height (FSH) in combination with castor wheel (without seat cushion)

Please select your required seat height by selecting a possible combination of seat height and wheel size.

Horizontal columns = seat heights in mm      Vertical lines = Ø castor wheel size in mm

#### Seat height front in combination with frame length Midi CODE 351

FSH	FRAME	390	400	410	420	430	440	450	460	470	480
Ø 100 Solid rubber	351	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-
Ø 125 Solid rubber	351	-	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-

#### Seat height front in combination with frame length Maxi CODE 352

Ø 100 Solid rubber	352	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-
Ø 125 Solid rubber	352	-	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
Ø 142 soft solid rubber	352	-	-	-	-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A standard castor wheel is automatically configured when the FSH is selected. Castor wheels can be selected as an option in the following table.  
Bear in mind selection in category 05 seat height!

#### Xtrends castor wheels

	CODE	ARTICLE	DESCRIPTION	RIM	TYRES	Ø X W
<input type="checkbox"/>	689	1068963	Lightwheel (pair)	Plastic	Solid rubber transparent, colour	100 x 23 mm
<input type="checkbox"/>	689	1072385	Castor wheel (pair)	Aluminium silver	Solid rubber	100 x 32 mm
<input type="checkbox"/>	689	1072386	Castor wheel (pair)	Aluminium silver	Solid rubber	125 x 32 mm

### 04 Seat cushions + seating systems

	CODE	DESCRIPTION	
<input type="checkbox"/>	560	Seat cushion, Trevira CS	30 mm
<input type="checkbox"/>	948	Seat padding, moulded Only in conjunction with back shell CODE 940	30 mm thick, cover like back padding

#### Seaty seating systems

<input type="checkbox"/>	4976	1066353*	Seaty seat padding, anatomically-shaped seat	
<input type="checkbox"/>	4976	1066355**	Seaty Active seat shell, without seat and back cover CODE 4977	up to SW 300 mm
<input type="checkbox"/>	4976	1066354**	Seaty Active seat shell, without seat and back cover CODE 4977	from SW 300 mm up

Please select by ticking the relevant boxes

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

## Seaty adjustment

Please specify only Seaty dimensions! For Seaty dimensions see enclosed information.

Seaty increases the seat height by 30 mm

\* SW wheelchair = Seaty seat width + 30 mm

\*\* SW wheelchair = Seaty seat width + 40 mm

The back height is measured to the shoulder blade!

Seat width in mm: \_\_\_\_\_ Seat depth in mm: \_\_\_\_\_ Back height in mm: \_\_\_\_\_

## Seaty upholstery fabrics and colours

Black  Dark blue  Light blue  Incontinence material black (only for seat cushion)

### 05 Rear seat height (RSH) in combination with drive wheel (without seat cushion)

Please select your required seat height by selecting a possible combination of seat height and wheel size.

Horizontal columns = seat heights in mm Vertical lines = Ø drive wheel

	FRAME	360	370	380	390	400	410	420	430	440	450	460	470
Ø 22 x 1"	351	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	-	-
Ø 24 x 1"	352	-	-	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>	-	<input type="checkbox"/>

Adjustment range: 0°, 3° and 6°. With every 3° seat tilt, the RSH decreases by 10 mm in relation to the FSH.

\*Not in conjunction with 125 mm castor wheel. Bear in mind selection in category 03 seat height front!

### 06 Horizontal drive wheel position (setting centre of gravity)

	ACTIVE	AVERAGE	PASSIVE
Position	1	2	3
Distance*in mm	70	55	40
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Measurement: Front edge of back tube to centre of axle in mm

### 07 Drive wheels in combination with frame length

Select your hand rim in category 08.

Or select optional Xtrends drive wheels incl. hand rims and tyres instead of drive wheels CODE 651 or 752.

CODE	DESCRIPTION	Ø	Ø
<input type="checkbox"/> 651	Standard wheel incl. 8 bar high-pressure tyres and quick release axle (pair)	22"	24"
<input type="checkbox"/> 752	Lightweight wheel incl. 8 bar high-pressure tyres and aluminium hand rim (pair), weight saving compared to standard wheel 330 g per wheel, only in conjunction with high-pressure tyres CODE 496	22"	24"

Please select by ticking the relevant boxes

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

### Xtrends drive wheels

	CODE	ARTICLE	DESCRIPTION	Ø
<input type="checkbox"/>	688	1068705	Six star incl. 8 bar high-pressure tyres and aluminium hand rim (pair)	24 x 1"
<input type="checkbox"/>	688	1068707	CROSS wheel incl. aluminium wheel rim, heavy studded tread tyres and stainless steel hand rim (pair)	24 x 1.75"

These trendy wheels are delivered in pairs. Deviating equipment of Xtrends wheels possible on request.

### Wheel camber

	CODE	DESCRIPTION
<input type="checkbox"/>	423	0° wheel camber
<input type="checkbox"/>	447	3° wheel camber
<input type="checkbox"/>	454	6° wheel camber

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

	CODE	DESCRIPTION	Ø	Ø
<input type="checkbox"/>	492	Maxgrepp Ergo Only in conjunction with narrow hand rim clearance CODE 692 Not in conjunction with spoke guards	22"	24"
<input type="checkbox"/>	493	Brightly polished stainless steel	-	24"
<input type="checkbox"/>	494	aluminium	22"	24"
<input type="checkbox"/>	168	Optigripp special hand rim for tetraplegics	-	24"
<input type="checkbox"/>	166	Silicone hand rim cover, smooth, black	22"	24"
<input type="checkbox"/>	692	Narrow hand rim clearance	22"	24"
<input type="checkbox"/>	693	Wide hand rim clearance	22"	24"

Total width hand rim clearance see enclosed information.

## 09 Tyres (not in combination with Xtrends wheels)

	CODE	DESCRIPTION	Ø	Ø
<input type="checkbox"/>	496	Pneumatic tyre 8 bar	22 x 1"	24 x 1"
<input type="checkbox"/>	902	PU tyres, puncture-proof	22 x 1"	24 x 1"
<input type="checkbox"/>	897	Schwalbe Marathon Plus Evolution tyre, puncture-resistant, 10 bar Pneumatic tyre, puncture-resistant	22 x 1"	24 x 1"

Please select by ticking the relevant boxes

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

## 10 Brakes

CODE	DESCRIPTION
<input type="checkbox"/> 305	Pressure brake for user
<input type="checkbox"/> 706	Drum brake for attendant, select pressure brake for user CODE 305 separately. Hand rim aluminium CODE 494, high-pressure tyres 8 bar CODE 496, push handle CODE 502
<input type="checkbox"/> 73	Side panel brake, brake integrated in clothing guard. Only in conjunction with CODE 100

### Brakes accessories

<input type="checkbox"/> 681	Brake lever extension, hinged, permanently mounted
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## 11 Back strap height (BH)

CODE	DESCRIPTION	HEIGHT
<input type="checkbox"/> 620	Back strap	250 mm, adjustable +/- 25 mm, only in conj. with. push handle CODE 502
<input type="checkbox"/> 625	Back strap	300 mm, adjustable +/- 25 mm, only in conj. with. push handle CODE 502
<input type="checkbox"/> 631	Back strap	350 mm, adjustable +/- 25 mm, only in conj. with. push handle CODE 502
<input type="checkbox"/> 632	Back strap	400 mm, adjustable +/- 25 mm, only in conj. with. push handle CODE 502

## 12 Back system and backrest

CODE	DESCRIPTION
<input type="checkbox"/> 735	Adjustable back with back padding
<input type="checkbox"/> 940*	Aluminium back shell in frame colour, detachable
<input type="checkbox"/> 949*	Back padding for back shell CODE 940
<input type="checkbox"/> 593	Without back cover
<input type="checkbox"/> 4977	Without seat and back cover, in conjunction with Seaty Active

\* For more information see separate measurement sheet



Please select by ticking the relevant boxes

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

### Backrest options

<input type="checkbox"/>	410	Back with push handle
<input type="checkbox"/>	809	One-piece push bar, height-adjustable and detachable. Not in conjunction with drum brake Code 706
<input type="checkbox"/>	502	Push handle, mounted on back tube, infinitely variable height adjustment up to 300 mm
<input type="checkbox"/>	29	Back, +/- 15° angle-adjustable in 5° increments. incl. push handle CODE 502
<input type="checkbox"/>	913	Headrest, detachable, height, angle and depth-adjustable Only with height-adjustable push handles CODE 502

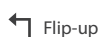
### 13 Side panels and armrests

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
<input type="checkbox"/>	100 Side panels aluminium, in frame colour	●					●
<input type="checkbox"/>	748 Side panels aluminium, in frame colour incl. height-adjustable armrest (screw-retained)	●				●	●

### 14 Legrests and footrests



CODE	DESCRIPTION	DEPTH	LOWER LEG LENGTH
<input type="checkbox"/>	55/128 One-piece footrest, flip-up to the side, height, depth and angle-adjustable, for short lower leg length	200	200 - 290 with Midi Frame code 351 250 - 320 with Maxi Frame code 352
<input type="checkbox"/>	55/762 One-piece footrest, flip-up to the side, height, depth and angle-adjustable for long lower leg length, only in conjunction with Maxi Frame code 352	200	330 - 440

Required lower leg length in mm (measured without seat cushion)

### Footrest accessories

<input type="checkbox"/>	359	Calf strap
<input type="checkbox"/>	664	Footplate lock
<input type="checkbox"/>	822	Shoe holder straps (pair)
<input type="checkbox"/>	823	Heel stop

Please select by ticking the relevant boxes

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

## 15 Frame colours

CODE	DESCRIPTION
<input type="checkbox"/> 4923	Orange metallic
<input type="checkbox"/> 4922	Green metallic
<input type="checkbox"/> 4925	Chrome silver
<input type="checkbox"/> 4066	Tornado red
<input type="checkbox"/> 206	Matt black
<input type="checkbox"/> 180	Lemon reflex
<input type="checkbox"/> 224	Blue metallic

Other frame colours possible on request at a surcharge, see range of colours in introduction to catalogue.

## 16 Seat belt and back strap colours

CODE	DESCRIPTION
<input type="checkbox"/> 235	Trevira black
<input type="checkbox"/> 292	Net fabric, breathable, black

## 17 Wheelchair accessories Hand protectors and spoke guards

CODE	DESCRIPTION
<input type="checkbox"/> 489	Transparent
<input type="checkbox"/> 4975	206155600 Blueprince special motif see <a href="http://www.blueprince.de">www.blueprince.de</a> Not in conjunction with drum brake CODE 706. This article is not eligible for discount!
<input type="checkbox"/> 4974	Transparent with Flash logo

Specify blueprince model no. here  
For available motifs see [www.blueprince.de](http://www.blueprince.de)

### Stepper tube

<input type="checkbox"/> 309	One, not in conjunction with support castors CODE 728
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### Support castor wheels

<input type="checkbox"/> 728	Support castor wheels, one pair, swing-away
<input type="checkbox"/> 729	One support castor wheel, swing-away, left-mounted
<input type="checkbox"/> 730	One support castor wheel, swing-away, right-mounted

Please select by ticking the relevant boxes

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

### Therapy tables

929 Plastic therapy table, transparent, only adjustable in conjunction with side panel Code 748

### Other accessories

679 Folding fixture

970 Walking aid holder in conjunction with stepper tube CODE 309.

819 Passive lighting

205542100 Hand compressor

833 Retainer strap with buckle

### Xtrends accessories

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

206964600 3M spoke reflectors

### Comments relating to your order:

Date:

Signature:

### USER DETAILS

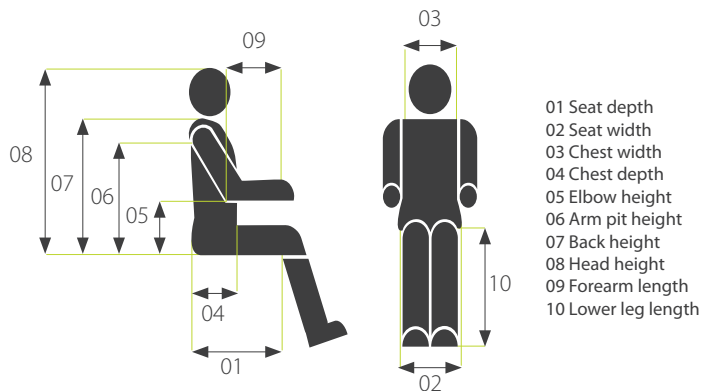
First name*:	<input type="text"/>
Last name*:	<input type="text"/>
House no./street:	<input type="text"/>
Postcode:	<input type="text"/>
Town/City*:	<input type="text"/>
Country:	<input type="text"/>
Date of birth*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>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

Please note that fields marked \* are mandatory!

### BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

1) Seat depth*:	<input type="text"/>
2) Seat width*:	<input type="text"/>
3) Chest width:	<input type="text"/>
4) Chest depth:	<input type="text"/>
5) Elbow height:	<input type="text"/>
6) Arm pit height:	<input type="text"/>
7) Back height:	<input type="text"/>
8) Head height:	<input type="text"/>
9) Forearm length:	<input type="text"/>
10) Lower leg length*:	<input type="text"/>
Height*:	<input type="text"/>
Weight (kg)*:	<input type="text"/>



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/videos 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



03

Article 1072385



03

Article 1072386



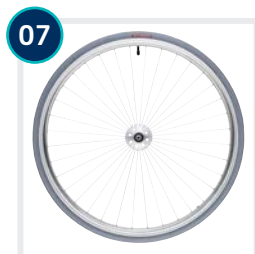
04

Article 1066353



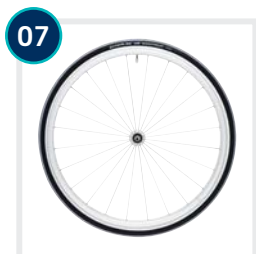
04

Article 1066354



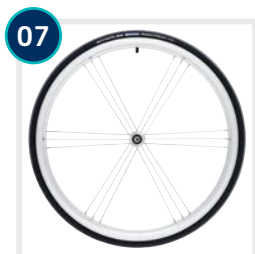
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CODE 651



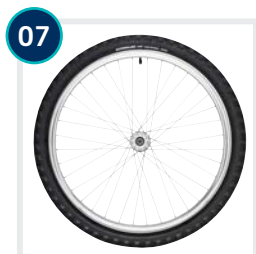
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CODE 752



07

Article 1068705



07

Article 1068707



12

CODE 940



13

CODE 100



13

CODE 748



14

CODE 55/128



14

CODE 55/762



17

CODE 4974

**04 SEATY seat padding article 1066353 SEATY Active seat shell article 1066355**

WHEELCHAIR DI-MENSIONS		SEATY		WHEELCHAIR DI-MENSIONS		SEATY	
Seat width*	Seat width	Seat depth	Seat width**	Seat width	Seat depth	Back height	
240	<input type="checkbox"/> 210	<input type="checkbox"/> 240	240	<input type="checkbox"/> 200	<input type="checkbox"/> 240	<input type="checkbox"/> 240	
260	<input type="checkbox"/> 230	<input type="checkbox"/> 260	260	<input type="checkbox"/> 220	<input type="checkbox"/> 260	<input type="checkbox"/> 260	
280	<input type="checkbox"/> 250	<input type="checkbox"/> 280	280	<input type="checkbox"/> 240	<input type="checkbox"/> 280	<input type="checkbox"/> 280	
300	<input type="checkbox"/> 270	<input type="checkbox"/> 300	300	<input type="checkbox"/> 260	<input type="checkbox"/> 300	<input type="checkbox"/> 300	
320	<input type="checkbox"/> 290	<input type="checkbox"/> 320			<input type="checkbox"/> 320	<input type="checkbox"/> 320	
340	<input type="checkbox"/> 310	<input type="checkbox"/> 340			<input type="checkbox"/> 340	<input type="checkbox"/> 340	
360	<input type="checkbox"/> 330	<input type="checkbox"/> 360			<input type="checkbox"/> 360	<input type="checkbox"/> 360	
380	<input type="checkbox"/> 350	<input type="checkbox"/> 380			<input type="checkbox"/> 380	<input type="checkbox"/> 380	
400	<input type="checkbox"/> 370	<input type="checkbox"/> 400			<input type="checkbox"/> 400	<input type="checkbox"/> 400	

**SEATY Active seat shell article 1066354**

WHEELCHAIR DI-MENSIONS	SEATY		
Seat width**	Seat width	Seat depth	Back height
320	<input type="checkbox"/> 280	<input type="checkbox"/> 240	<input type="checkbox"/> 240
340	<input type="checkbox"/> 300	<input type="checkbox"/> 260	<input type="checkbox"/> 260
360	<input type="checkbox"/> 320	<input type="checkbox"/> 280	<input type="checkbox"/> 280
380	<input type="checkbox"/> 340	<input type="checkbox"/> 300	<input type="checkbox"/> 300
400	<input type="checkbox"/> 360	<input type="checkbox"/> 320	<input type="checkbox"/> 320
		<input type="checkbox"/> 340	<input type="checkbox"/> 340
		<input type="checkbox"/> 360	<input type="checkbox"/> 360
		<input type="checkbox"/> 380	<input type="checkbox"/> 380
		<input type="checkbox"/> 400	<input type="checkbox"/> 400

\* SW wheelchair = Seaty seat width + 30 mm  
 \*\* SW wheelchair = Seaty seat width + 40 mm

The anatomically-shaped seat cushion increases the seat height by 30 mm!

**09 Total width in mm with narrow hand rim clearance**

SEAT WIDTH IN MM	MIDI				MAXI				
	240	260	280	300	320	340	360	380	400
with 0° wheel camber (mm)	420	440	460	480	500	520	540	560	580
with 3° wheel camber (mm)	460	480	500	520	540	560	580	600	620
with 6° wheel camber (mm)	500	520	540	560	580	600	620	640	660

## 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 case.

**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 public law.

## 2. OFFER, CONCLUSION OF CONTRACT

**2.1.** MEYRA GmbH offers are subject to alteration and non-binding, unless they are expressly designated as binding.

**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 delay.

## 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.

## 4. 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 freight costs.

**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 dispatch.

**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.

## 5. 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 performance 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 as a result.

## 6. 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.

## 7. 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.

## 8. 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.