FLASH

1,135

















Cool design



Ideally adjustable lower leg length



Super flexible: a seat, that grows with you

The rolling lightning

COST EFFECTIVENESS

- "Grow with you" wheelchair design reduces care costs
- Great versatility when it comes to adjusting the sitting position and the handling characteristics
- Rapid, long-term supply of spare parts thanks to extensive network of specialist retailers
- Excellent possibilities for reuse

THERAPEUTIC BENEFITS

- Flexible seat unit for perfect adjustment to the individual measurements of the child
- Adapter allows adjustment of seat depth to the front
- Telescopic back unit for adjustment of 45 mm to the back; ideal for seat shell care
- Lightweight, anatomic seat unit and maximum variability for ideal handling
- Enormous amount of leg room at the front due to standard abduction frame
- Very easy to adjust to any necessary changes resulting from growth or a change in functions
- Length for calf progressively adjustable up to 200 mm

APPLICATIONS

- For active children and young people
- For domestic use and leisure activities
- For children of kindergarten, pre-school and school age

O ORDER

QUOTATION

○ CUSTOM-MADE VERSION

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







FLASH 1.135

All prices exclude VAT at the statutory rate. Valid from 01.01.2019 to 31.12.2019. Our general terms and conditions apply, which can be found on **www.meyra.de/en/gtc**.



Technical data

	MIDI	MAXI		
Seat width	240 - 300	240 – 400		
Total width with 0, 3, 6° SW + 180 (0°) / SW + 220 (3°) / SW + 2				
Seat depth	240 - 300	320 – 400		
Seat height front/rear	390 - 470 / 360 - 440	390 - 480 / 390 - 470		
Overall height	HSH+RH+40	HSH+RH+40		
Back height	250 - 400	250 – 400		
Backrest angle adjustment	75° - 105°	75° - 105°		
Lower leg length	200 - 290*	250 - 320/330 - 440*		
Length with footrests	670 - 745	855 – 930		

User weight	75
Empty weight	10
Permitted overall weight	85
Transport weight	8
Rear wheel	550 (22")
Rear wheel	600 (24")

Dimensions in mm (1 inch = 25.4 mm), weights in kg (1 pd = 0.45 kg), speed in km/h (1 mph = 1.61 km/h), tolerance \pm 10 mm / 0.39 inch The specifications are subject to constructional changes.

Caution!

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

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Please tick your choice in the boxes

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

OO Frame design (frame length)

CODE	DESCRIPTION	LENGTH	SEAT DEPTH	SEAT WIDTH	REARV	VHEEL	
351	Frame length Midi	472 mm	240 - 300 mm	240 - 300 mm	22"	-	
352	Frame length Maxi	562 mm	320 - 400 mm	240 - 400 mm	-	24"	

 $[\]ensuremath{^{*}}$ Please take note of and compare your data in categories 03 and 05 (FSH and RSH).

01 Seat width (SW)

CODE	DESCRIPTION
124	SW 240 mm
126	SW 260 mm
28	SW 280 mm
30	SW 300 mm
32	SW 320 mm
34	SW 340 mm
36	SW 360 mm
38	SW 380 mm
40	SW 400 mm

02 Seat depth (SD)

CODE	DESCRIPTION	FRAME CODE
524	SD 240 mm	351
526	SD 260 mm	351
528	SD 280 mm	351
390	SD 300 mm	351
392	SD 320 mm	352
394	SD 340 mm	352
366	SD 360 mm	352
368	SD 380 mm	352
615	SD 400 mm	352
	524 526 528 390 392 394 366 368	524 SD 240 mm 526 SD 260 mm 528 SD 280 mm 390 SD 300 mm 392 SD 320 mm 394 SD 340 mm 366 SD 360 mm 368 SD 380 mm

	Please ticl	k your choice in the l	boxes						
	Standard	version: In case you o	do not make another selection	on we will generally de	eliver the standard v	ersion.			
03	Seat	height front /	(FSH) combined w	uith castor (wi	ithout soat a	rushion)			
US			eat height by choosing a po	•		-			
	Horizont	al columns = seat hei	ghts in mm vertical lines = (Ø castor sizes in mm					
	Seat	height at the	front combined v	vith the Midi j	frame length	CODE 351			
FSH		FRAME	390 400	410 420	430	440 450	460	470	480
Ø 100 solid) rubber	351						-	-
Ø 125		351							-
30110					: 6005.25	2			
	Front	seat height (combined with fro	ime length Mo	axi CODE 35	2			
Ø 100 solid) rubber	352						-	-
Ø 125	; rubber	352							-
Ø 142	soft-	352							
	rubber								
		the selection in cated	istor is automatically configu gory 05 seat height.	ired. You also have the	option of selecting	castor wheels from the fo	ollowing table	е.	
	Xtren	nds castor wh	eels						
	CODE	ARTICLE	DESCRIPTION	RIMS	TYRES	ØXW			
	689	1068963	Lightwheel (pair)	plastic	Solid rubber transparent, coloured	100 x 23 mm			
	689	1072385	Castor (pair)	aluminium silver	solid rubber	100 x 32 mm			
	689	1072386	Castor (pair)	aluminium silver	solid rubber	125 x 32 mm			
	5 - 4								
04	Seat	cushion + sec	it units						
	CODE	DESCRIPTI	ON						
	560	Seat cushion	<u> </u>						
	948	Seat cushior just in comb back shell C	pination with 30 mm	, Coverings are th	e same as the ba	ack cushion			
	Seaty	/ seat units							
	4976	1066353*	Seaty seat padding	, anatomically for	med seat				
	4976	1066355**	Seaty Active seat sh seat and back cove		nation without	up to SB 300 mm			
$\overline{\Box}$	4976	1066354**	Seaty Active seat sh	nell, only in combi	nation without	from SW 300 mm			

ORD	ER FOF	RM		4 (of 9						FL	ASF	d 1.135
	tick your choice in t ard version: In case y		another s	selection w	e will gener	ally deliver	the standare	d version.					
The Seaty in * SW wheel ** SW whee	apting the Sease specify only the creases the seat he chair = Seaty seat lichair = Seaty seaight is measured	ne Seaty dimension by 30 width + 30 rt width + 40	mm nm mm		eaty acco	ompanyin _e	g informa	tion.					
Seat width		up to the sh		eat depth	n in mm:				Back heic	aht in mm	า:		
Sec	nty cover fabi	rics and co		'					ū				
Black		Dark	blue			L	ight blue			ncontiner			
Plea	ar seat heigh se select your desire contal columns = seat FRAME	d seat height k	y choosir	ng a possib	ole combina	•			-	440	450	460	470
Ø 22 x 1"	351		-		-		-		-		-	-	_

Range of adjustment: 0°, 3° and 6°. If each are at a seat inclination of 3°, the RSH decreases by 10 mm with respect to FSH. * Not in connection with the 125 mm castor. Please note the selection in category 03 seat height at front.

Horizontal rear wheel position (centre of gravity adjustment)

	ACTIVE	INTERN	PASSIVE	
Position	1	2	3	4
Distance* in mm	70	55	40	25

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

Rear wheels combined with the frame length

For this, select your hand rim in category 08.

Ø 24 x 1"

352

 $Optionally, please select \ Xtrends \ rear \ wheels \ including \ hand \ rims \ and \ tyres \ instead \ of \ rear \ wheels \ CODE \ 651 \ or \ 752.$

CODE	DESCRIPTION	Ø	Ø
651	Standard wheel including 8 bar high-pressure tyres and quick-release axle (pair)	22"	24"
752	Lightweight wheel including 8 bar high-pressure tyres and alumini- um hand rim (pair), lightweight versus conventional wheels, saving 330 g per wheel, just in combination with high-pressure tyres CODE 496	22"	24"

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

Xtrends rear wheels

CODE	ARTICLE	DESCRIPTION	Ø
688	1068705	Six star including 8 bar high-pressure tyres and aluminium hand ring (pair)	24 x 1"
688	1068707	CROSS wheel including aluminium rim; rugged studded tyres and stainless steel hand rim (pair)	24 x 1.75"

We ship these trendy wheels in pairs. Different equipment for the Xtrends wheels available on request.

Wheel camber

CODE	DESCRIPTION
423	0° wheel camber
447	3° wheel camber
454	6° wheel camber

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

CODE	DESCRIPTION	Ø	Ø
492	Maxgrepp Ergo Only in combination with narrow hand rim gap CODE 692. Not in connection with spoke guard	22"	24"
493	Stainless steel, highly polished	-	24"
494	aluminium	22"	24"
168	Optigrip special hand rims for tetraplegics	-	24"
166	Hand rim coating made of silicone, smooth, black	22"	24"
692	Narrow hand rim gap	22"	24"
693	Wide hand rim gap	22"	24"

Total width of hand rim gap; see enclosed information.

O9 Tyres (cannot be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø	Ø
496	High-pressure tyres 8 bar	22 x 1"	24 x 1"
902	Puncture-resistant polyurethane tyres	22 x 1"	24 x 1"
897	Schwalbe Marathon Plus Evolution tyres, 10 bar, puncture protection	22 x 1"	24 x 1"

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

10 Brakes

CODE DESCRIPTION

305	Pressure brake for driver
706	Drum brake for accompanying person, pressure brake for user, select CODE 305 separately. Aluminium hand rim CODE 494, high-pressure tyres 8 bar CODE 496, push handle CODE 502

Brakes accessories

681	Foldable, securely mounted brake lever extension

Back strap height (BH)

CODE	DESCRIPTION	HEIGHT
620	Rear strap	250 mm, adjustable by +/- 25 mm, only in conj. with push handle CODE 502
625	Rear strap	300 mm, adjustable by +/- 25 mm, only in conj. with push handle CODE 502
631	Rear strap	350 mm, adjustable by +/- 25 mm, only in conj. with push handle CODE 502
632	Rear strap	400 mm, adjustable by +/- 25 mm, only in conj. with push handle CODE 502

2 Back system and backrest

CODE DESCRIPTION

735	Adjustable back with back cushion
940*	Removable back shell made of aluminium in frame colour
949*	Back cushion for back shell CODE 940
593	Without back cover
4977	Without seat and back cover, in combination with Seaty Active

^{*} See the separate measurement sheet for further information

	Please tick your choice in the boxes Standard version: In case you do not make another selection we will generally deliver the standard version.		
	Backros	t entions	
	Buckies	t options	
	410	Back with push handle	
	809	One-piece push bar, height-adjustable and removable. Not in combination with drum brake CODE 706	
	502	Push handle, mounted on the back tube, progressive height adjustment up to 300 mm	
	29	Back, +/- 15°, adjustable in 5° intervals. Including push handle CODE 502	
	913	Head rest, removable, adjustable height, angle and depth Only with height-adjustment push handles CODE 502	
13	Side aua	ards and armrests	
	_	the marked functional features.	
	1 = securely so	crewed 2 = swing-up 3 = removable 4 = lockable 5 = armrest height adjustable 6 = with wheel cover	
	CODE	DESCRIPTION 1 2 3 4 5 6	
	100	Aluminium side guard in frame colour	
	748	Aluminium side guard in frame colour incl. height-adjustable armrest (screwed in place)	
		neight adjustable armiest (serewed in place)	
14	Leg rest	s and footrests † flip-up † height adjustable 🛂 depth adjustable	
	CODE	DESCRIPTION DEPTH LSL	
		One-piece footrests, can be folded up to the side, adjusta-	
	55/128	ble height, depth and angle, for short 200 Frame CODE 35 I	
		lower leg lengths frame CODE 352	
	55/762	One-piece footrests, can be folded up to the side, adjustable height, depth and angle for long lower leg 200 330 - 440	
		lengths, only in combination with Maxi frame CODE 352	
		Required LSL in mm (measured without seat cushion)	
	Footrest	t accessories	
$\overline{\Box}$	350	Calfiction	
	359	Calf strap Footroot locking machanism	
	822	Footrest locking mechanism Shoo positioning straps (pair)	
	822	Shoe positioning straps (pair) Heal ledge	

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	-	ur choice in the boxes ion: In case you do not make another selection we will generally deliver the standard version.
15	Frame c	olours
	CODE	DESCRIPTION
	4923	Orange metallic
	4922	Green metallic
	4925	Silver chrome
	4066	Tornado red
	206	Matt black
	180	Lemon reflective
	224	Blue metallic
16	Seat an	d back strap colours
	CODE	DESCRIPTION
	235	Trevira black
	292	Mesh, breathable, black
17		hair accessories ad spoke guard
$\overline{\Box}$		DESCRIPTION
	489	Transparent 206155600 Blueprince special themes, see www.blueprince.de
	4975	Not in combination with drum brake CODE 706 This product is not eligible for discount.
	4974	Transparent with flash lettering
		Enter the Blueprince model number here. Select themes at www.blueprince.de
	Step ba	r
	309	1 item, not in combination with anti-tip wheels CODE 728
	Anti-tip	wheels
	728	Anti-tip wheels, 1 pair, swing-away
	729	1 anti-tip wheel, swing-away, mounted left
	730	1 anti-tip wheel, swing-away, mounted right

	Please tick your ch	
:	Standard version:	In case you do not make another selection we will generally deliver the standard version.
	Therapy to	bles
	929	Therapy table made of plastic, transparent, adjustable only in combination with side guard, CODE 748
	Other acce	ssories
	679	Fold fixing
	970	Crutch holder, in combination with pedal CODE 309
	819	Passive lighting
	205542100	Hand compressor
	833	Safety belt with lock
	Xtrends ac	ccessories
	261519300	X-TREME backpack
	261519600	"Black Wheel Case", fits max. 2 x 24" wheels and/or 1 x 25" or 26" wheel
	206964600	3M spoke reflectors
Orde	r remarks:	

Date:	Signature:	







Article 1072386



Article 1066353



Article 1066354



CODE 651



CODE 752



Article 1068705



Article 1068707



CODE 940



CODE 100



CODE 748

CODE 55/128



CODE 55/762



CODE 4974

04

SEATY seat padding article 1066353 SEATY Active seat shell article 1066355

WHEELCHAIR DIMENSIONS	SEATY		WHEELCHAIR DIMENSIONS		SEATY	
Seat width*	Seat width	Seat depth	Seat width**	Seat width	Seat depth	Back height
240	210	240	240	200	240	240
260	230	260	260	220	260	260
280	250	280	280	240	280	280
300	270	300	300	260	300	300
320	290	320			320	320
340	310	340			340	340
360	330	360			360	360
380	350	380			380	380
400	370	400			400	400

SEATY Active seat shell article 1066354

WHEELCHAIR DI- MENSIONS		SEATY	
Seat width**	Seat width	Seat depth	Back height
320	280	240	240
340	300	260	260
360	320	280	280
380	340	300	300
400	360	320	320
		340	340
		360	360
		380	380
		400	400

^{*} SW wheelchair = Seaty seat width + 30 mm

The seat height is increased by 30 mm with the anatomically formed seat cushion.

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Overall width in mm with narrow hand rim gap

	MIDI				MAXI				
SEAT WIDTH IN MM	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

^{**} SW wheelchair = Seaty seat width + 40 mm

1. GENERAL - SCOPE

- **1.1.** The following General Terms and Conditions of Delivery and Trade (GTC) for MEYRA GmbH shall apply to all contracts concluded with customers of the company. They shall also apply to all future transactions with the customer, even in the absence of a separate new agreement.
- **1.2.** The customer shall accept that the General Terms and Conditions of MEYRA GmbH are binding on the present contract and also on all future contracts. Terms and conditions of the customer or third party shall not apply. MEYRA GmbH shall not be subject to such terms and conditions, even if they are not expressly excluded in individual cases.
- **1.3.** These General Terms and Conditions shall only apply if the customer is an entrepreneur (s. 14 of the German Civil CODE), a legal entity under public law or a separate fund under public law.

2. OFFER, CONCLUSION OF CONTRACT

- **2.1.** Offers from MEYRA GmbH are subject to confirmation and non-binding unless expressly designated as binding.
- **2.2.** MEYRA GmbH may accept orders or commissions from the customer within 14 days of receipt with an offer confirmation in text form.
- **2.3.** The contract shall be concluded by means of the offer confirmation in text form; this shall also apply to any changes or additions to the orders.
- **2.4.** We retain our rights of ownership and copyright with respect to all documents delivered to the customer in association with placing of the order. These documents may not be disclosed to third parties without our express written consent. Should we not accept the customer's offer within the period stipulated in section 2.2, these documents are to be returned to us without delay.

3. PRICES

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

4. SHIPMENT, PASSING OF RISK

- **4.1.** The place of delivery shall be the registered premises of MEYRA GmbH insofar as nothing has been expressly agreed to the contrary.
- **4.2.** If the goods are shipped to the customer at this location, the risk of accidental loss or accidental deterioration of the goods shall transfer to the customer as soon as the goods (including partial deliveries) have been handed over to the charge of the third party responsible for shipping. This shall apply irrespective of whether the goods are shipped from the place of performance or who bears the freight costs.

- **4.3.** Should claims for transport damage or losses be asserted against MEYRA GmbH, the customer must note the damage on the shipping documents or, in the event of losses, create a record without delay which is to be shown to us within one week.
- **4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.
- **4.5.** In the event of delayed handover or shipping for which the customer is responsible, the risk shall pass to the customer upon notification of the shipment's readiness for shipping.
- **4.6.** Should there by no special instructions from the customer, the choice of transport route and means of transport shall be made by MEYRA GmbH without warranty and liability for the cheapest and fastest shipping method.

5. DATE OF DELIVERY / SCOPE OF DELIVERY

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

 5.6. MEYRA GmbH shall be entitled to make partial deliveries provided that the partial delivery can be used by the customer within the scope of the contractual provision, the delivery of the remaining goods is guaranteed and the customer does not incur any additional costs as a result.

6. PAYMENT

- **6.1.** Invoice amounts shall be paid in full within 30 days of receipt of the invoice into one of the bank accounts stipulated by us. However, where the invoice is not for the delivery of spare parts or repairs, the customer shall be entitled to a discount of 2% if payment is made within eight days of receipt of the invoice.
- **6.2.** Cheques and bills shall only be accepted with express agreement. Acceptance is conditional on performance. Invoice corrections via cheques and bills are subject to payment. Values are taken on the day on which we finally have the proceeds at our disposal.
- **6.3.** Should the customer fail to make the payment on the due date, any outstanding amounts shall be subject to interest at 8% above the respective base rate per annum. We reserve the right to enforce higher damages due to a delay in payment.
- **6.4.** Should the customer default on payment, then all other receivables arising from the same legal

- relationship shall immediately become payable without the need for a separate communication.
- **6.5.** The customer shall only be entitled to offset in the event that its counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
- **6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

7. RETENTION OF TITLE

- **7.1.** The goods supplied by MEYRA GmbH shall remain the property of MEYRA GmbH until full payment of all present and future claims against the customer
- **7.2.** The customer may sell the reserved goods in the ordinary course of business. It is not entitled to make other disposals, in particular chattel mortgages and pledges. The claims of the customer arising from the resale of the reserved goods (including other receivables such as insurance claims or tort claims for loss or damage) shall be assigned to MEYRA GmbH by way of security. MEYRA GmbH shall accept the assignment. The customer shall be entitled to collect the assigned claim as long as it fulfils its payment obligations. In the event that it defaults on payment, we shall be entitled to revoke the collection authorisation.
- 7.3. Should the reserved goods be processed by the customer, it is hereby agreed that the processing shall take place in the name of and at the cost of MEYRA GmbH as the manufacturer and that it shall immediately acquire ownership or – if the processing is carried out using or in connection with materials from several owners or the value of the processed item is greater than the value of the delivered goods – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the delivered goods to the value of the newly created item. Should MEYRA GmbH lose its ownership through consolidation or commingling or if, in the case of processing, it is not the owner of the delivered goods, the customer shall transfer to MEYRA GmbH in advance an appropriate co-ownership share in the new item equivalent to the proportionate value of the delivered item. MEYRA GmbH shall hereby accept the offer. The delivery shall be replaced by a gratuitous denosit
- **7.4.** The customer shall be obliged to notify us immediately of access by third parties to the goods delivered under retention of title and to provide us with the information and hand over the documentation required to enforce our rights. At the same time, the customer is to inform the third party without being asked of MEYRA GmbH's ownership. Any costs incurred from this shall be borne by the customer.
- **7.5.** MEYRA GmbH shall be obliged to release the securities due to it at the request of the customer insofar as they exceed the value of the secured claims by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH.
- **7.6.** In the event of a bankruptcy petition relating to the customer, we shall now prohibit the resale or processing of our reserved goods and shall revoke our collection authorisation with respect to the claims assigned to us.
- **7.7.** In the event of delayed payment by the customer, we shall be entitled to demand the immediate return of the reserved goods.

8. WARRANTY / LIABILITY

8.1. The customer must inspect the delivered goods immediately upon delivery. Insofar as it relates to obvious defects or defects that would have been found during a thorough inspection, the customer

must notify us in writing of any complaints within one week of receipt of delivery. After expiry of this period, any liability for such defects is excluded. In the event of concealed defects, warranty claims shall only be valid if we are notified in writing within one week of discovery.

- 8.2. In cases of defective delivery, we shall have the right to choose to repair the defective item or to replace the defective item with a new delivery. The customer is obliged to provide us the defective product delivered free for inspection and repair. Should the repair or replacement delivery be unsuccessful, should they not be undertaken with a reasonable period or should we refuse to undertake them, the customer may withdraw from the contract or reduce the purchase price. A deadline shall not be required in those cases where it is not required by law. 8.3. The warranty shall be void if the customer modifies the delivery item without our consent or it is changed by a third party and it therefore becomes impossible or unreasonably difficult to rectify the defect. However, in each case, the customer must bear the additional costs resulting from the rectification of the defect.
- **8.4.** The above regulations shall not affect any warranty that we assume on the part of the first user of the rehabilitation equipment.
- 8.5. Excluded from the warranty is the functionrelated wear of all items, modules, batteries and spare parts supplied by us as well as the inappropriate or improper storage, use or handling of the products. **8.6.** Further claims by the customer, in particular for damages instead of performance and for reparation of any direct or indirect damage – including incidental or consequential damages, irrespective of the legal grounds - shall be excluded. This shall not be the case if MEYRA GmbH has concealed a legal or material defect maliciously or the damage is due to intent or gross negligence on the part of MEYRA GmbH, its legal representatives or vicarious agents or to any negligent breach of essential contractual obligations. Essential contractual obligations are understood to be those where their fulfilment enables the proper execution of the contract and on compliance with which the contracting parties regularly rely or may rely. In the case of damage to property and assets due to negligence, the liability of MEYRA GmbH shall however be restricted to an amount foreseeable in a typical contract. Furthermore, personal injury or damage to health caused by a breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.
- **8.7.** Liability under the *Produkthaftungsgesetz* [German Product Liability Act] is unaffected.

9. STATUTE OF LIMITATIONS

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

9.1. REPLACEMENT PRODUCT SERVICE

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

- Replacement products are refurbished and technically in order.
- The defective product must be returned free of charge to MEYRA GmbH within 15 working days.

The returned item shall become our property.

- Should the defective product not be returned, we shall invoice the customer for the replacement item at 95% of the sales price for a new product.
- The returned item must correspond to the replacement product in model and design. The product must also be reusable and may only show wear and tear commensurate with normal use.
- MEYRA GmbH shall determine whether the returned item fulfils the requirements specified above. Should these requirements not be fulfilled, we shall also issue the customer with an invoice for the amount specified above for the replacement product delivered less the residual value of the returned item.

10. PRODUCT SAFETY GUARANTEE 10.1.PRODUCT RECALL

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

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

11. LIABILITY FOR DESIGN CHANGES

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

12A. RETURN OF FINISHED PRODUCTS AND MODULES

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

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. Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.
12B.2. Cancellations shall be made in writing.
12B.3. Should an agreement be reached regarding the cancellation of finished products which are ready

 Rehabilitation products shall be credited in full.
 In principle, orders for custom wheelchairs and sports wheelchairs cannot be cancelled.

for delivery, the following shall apply:

- In the event of the cancellation of an order for adaptive wheelchairs, 20% of the net value shall be retained to cover costs.

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

12C. COLLECTION / DISPOSAL

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

13. USE OF PERSONAL DATA

We shall be entitled to save and process internally any personal data of the customer falling within the scope of the statutory provisions, in particular the General Data Protection regulation.

14. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

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