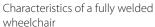
ZX1

1,360











Weight optimisation



Dynamic mobility traits



Modern design

Pure dynamism

COST EFFECTIVENESS

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

THERAPEUTIC BENEFITS

- the optimal smoothness and lightweight design facilitate the independence of the user
- can be adjusted to suit various functions and individual needs of the user thanks to precise adjustments of back, seat and chassis
- comprehensive range of equipment for long-term users
- compact sitting, moving and transport thanks to optimised frame
- the compact version of the ZX1, which is reduced by 30 mm, fulfils the particular requirements for a compact sitting position (anterior frame angle of 85°)
- optimum mobility traits: slighter, sportier, easier to tilt and turn

APPLICATIONS

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

O ORDER

QUOTATIONCUSTOM-MADE VERSION

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









ZX 1 1.360

All prices exclude VAT at the statutory rate. Valid from 01.08.2018 to 31.12.2018. Our general terms and conditions apply, which can be found on www.meyra.de/en/gtc.



Technical data

Seat width	320	340	360	380	400	420	440	460	480	500
Width ready to go	490	510	530	550	570	590	610	630	650	670
Width folded		300 wit	th 0° wh	neel car	nber res	sp. 350	with 3°	wheel (camber	
Seat depth			360	/380/	400 / 42	20 / 440	/ 460 /	480		
Seat height front / rear	430 to 520 / 400 to 505									
Overall height	Seat height rear + back height									
Back rest height	varia	ble fror	m 250 to	,		ombinat es CODE		h heigh	nt adjus	table
Arm support height	ca. 150 - 290									
Length with footrests	810 - 990 (depending on frame length, wheel size and axle position)									

Maximum user weight	120
Empty weight	from 9
Permitted overall weight	129
Transport weight	6.7
Rear wheel	610 (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.

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

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 form (frame length)

CODE	DESCRIPTION	FL IN MM	SD IN MM	OL IN MM
352	Frame short	595* / 565**	360 – 400	840 - 910* / 810 - 880**
353	Frame medium	635*/605**	420 - 440	880 - 950*/ 850 - 920**
354	Frame long	675* / 645**	460 - 480	920 - 990* / 890 - 960**

Consider and select your seat depth in category 02! *i.c.w. frame CODE 346 **i.c.w. frame CODE 347

Frame form (frame angle and front frame insert)

rame join (frame angle and from frame i

CODE	DESCRIPTION					
346	Standard front frame	77°				
347	Compact front frame	85°	Compact frame is 30 mm shorter.			
4950	With front frame insert (20 mm per side)					
4959	Without front frame insert for SW 480 / 500 just in combination with footrest CODE 312/313					

Seat width (SW)

CODE	DESCRIPTION	
32	SW 320 mm	just in combination without front frame insert CODE 4959
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	

Solid rubber

125 x 36 mm

blue

black

red blue

689

Frog legs castor (pair) silver

orange 1081347

1081344

1081345

1081346

1081348

1081349

	Please tick yo	ur choice in	the boxes	;										
	Standard vers	sion: In case y	ou do no	t make anot	her selection	n we will ge	nerally deliv	er the stand	ard version.					
04	Seat cu	shion												
_	CODE	DESCR	IPTION											
	560	Seat cus	hion 30	mm										
Please	select your de	sired colour	in catego	ry 16 seat a	and back up	holstery co	olours.							
05	Seat he	ight rea	r (RSH) comb	ined wit	th rear	wheel (withou	t seat c	ushion)			
		olumns = sea	_											
	The maximu	t your desire ım seat heig	ht differe	nce allowe										
		look at Xtrei			440	445	450	460	465	470	400	405	400	505
Ø 24	400	410	420	430	440	445	450	460	465	470	480	485	490	505
x 1"														
Ø 25 x 1"														
Ø 26														
× 1"														
06	Horizon	tal rear	whoo	l nositii	an (cont	or of a	ravity a	diustm	ant)					
UU		nethod: midd		-	•		_	-	-1111)					
Vario Positi		1		ODE 766	3		-	um CODE 5	767		6	Passive CO	DE 768	8
Selec				<u>2</u>	<u> </u>		7	<u> </u>	0	1		/		<u> </u>
50100	CIOTI													
	Extensi	on of th	e rear	wheel	position	1								
	CODE	DECCR	IDTION											
	CODE	DESCR		o ovtonci	on of the r	oar whoo	l position	by oach 3	25 mm to 1	the front	or roar			
	865	Just in c	ombina	tion with	Varioblock	CODE 76						ation		
	003				e CODE 59 side guard		17 hv 3°-w	rheel caml	ner CODE	447				
		NOCIITO	SITIBILIA	JOH WICH	siac gaara	CODE TO	77 Dy 3 VV	ricer carri	oci CODE	777				
07	Rear wl	heels co	mbine	d with s	seat hei	ght								
	CODE	DESCRI								Ø				
	651	SILVERDE (pair)	:SIGN Wi	th radial s	spokes and	a large fla	nge hub i	ncı. quick-	release ax	de 24"	,			
					vith radial :						,			
	695				d for more ination wit					24"				
		"Light" w	heel inc	l. RightRu	n Light tyr	es and al	uminium				,			
	752 combination with 0°-wheel camber CODE 423. (pair) 24"													

ORDER FORM 5 of 11 **ZX1** 1.360

	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 incl. 8 bar high pressure tyres and aluminium handrim (pair)	24 x 1"
688	1068707	CROSS wheel incl. aluminium rim, coarse lug tyres and premium steel handrim (pair)	24 x 1.75"
688	1073641	Spinergy wheel, 12 black spokes, incl. Marathon Plus Evolution and tetra handrim (pair) White or orange spokes on request	24 x 1"
688	1073640	Spinergy wheel, 12 black spokes, incl. Marathon Plus Evolution and premium steel handrim (pair) White or orange spokes on request	24 x 1"
688	1068713	Black Light incl. Marathon Plus Evolution and aluminium handrim (pair)	24 x 1"
688	1075478 25 x 1" 1075479 26 x 1"	Active wheel, reinforced, with radial spokes, large flange hub, hollow rim in black, incl. Marathon Plus Evolution and premium steel handrim (pair). Recommended for more than 100 kg client weight or dynamic driving style!	25 x 1" 26 x 1"
688	blue 1081354 red 1081356 gold 1081355	New Active wheel with radial spokes, Schwalbe ONE tyres, coloured hub, rim and handrims	24 x 1"
688	metallic blue 1	081357 Lightweight Magnesium wheel, with radial spokes, large flange hub and hollow rim painted, Schwalbe ONE tyres and aluminium handrim black 081361	24 x 1"

 $These \ trendy \ wheels \ are \ supplied \ in \ pairs. \ Individual \ fitting \ of \ X trends \ wheels \ on \ request.$

Real wheel options Lock for tetraplegics

 CODE	DESCRIPTION
697	Release for tetraplegics, facilitates removing the rear wheel. Only in combination with rear wheel CODE 651 and 695, recommended in combination with 3° wheel camber CODE 447

Wheel camber

	CODE	DESCRIPTION
	423	0° wheel camber (track adjustable)
	447	3° wheel camber (track adjustable)

Handrims and Handrim options (can not be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø			
445	Titanium, with 6 fixtures, just in combination for the Active wheel CODE 695	24"			
493	Premium steel high polished	24"			
494	Aluminium, not in combination with Active wheel CODE 695	24"			
168	Optigrip special handrim for tetraplegics	24"			
166	Handrim coating made of silicone, smooth, black Not in combination with Active wheel CODE 695	24"			
692	Handrim space 15 mm	24"			
693	Handrim space 25 mm	24"			
849	Curve L, aluminium black anodized, ergonomic rear wheel profi, H 31 mm, just in combination with active wheel CODE 695 and Spinergy-wheel Art-No. 1073641, 1073640				
850	Curve L Tetra Grip, anti-slip coated, aluminium, suitable for tetraplegics, ergonomic rear wheel profil, H 31 mm, just in combination with active wheel CODE 695 and Spinergy-wheel Art-No. 1073641, 1073640				
853	GEKKO, aluminium black anodized with changeable rupper lip, ergonomic rear wheel profile, H 31 mm, just in combination with Active wheel CODE 695 and Spinergy wheel Art-No. 1073641, 1073640				

Please have a look at the attatched information for the overall width of the handrim space.

Tyres (can not be combined with Xtrends wheels)

 CODE	DESCRIPTION	Ø	Ø
496	High pressure tyres 8 bar		24 x 1"
486	Pneumatic tyres with groove profile		24 x 1 ^{3/8} "
902	Puncture proof tyres, not in combination with Active wheel CODE 695		24 x 1"
897	Schwalbe Marathon Plus Evolution tyres, protected against breakdowns		24 x 1"
363	Schwalbe ONE tyres, without profile, protected against breakdowns	22 x 1"	24 x 1"

Please have a look at category 05 seat height in combination with rear 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.

10 Brakes

CODE	DESCRIPTION
305	Pressure brake for driver
2595	Aluminium "Light" pressure brake, swings away outwards, not in combination with Multi- block CODE 865, not in combination with side guard CODE 748 / CODE 107
305/706	Drum brake for attendant Just in combination with 0°-wheel camber CODE 423 and push handles CODE 412 or CODE 502. Wheel cover CODE 98 is recommended. Not in combination with Multiblock CODE 865. Not possible by RSH 400 / 480 mm

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

Back upholstery height (BH)

CODE	ВН	DESCRIPTION
620	250 mm	Back upholstery, adjustable tension with straps
626	300 mm	Back upholstery, adjustable tension with straps
631	350 mm	Back upholstery, adjustable tension with straps
632	400 mm	Back upholstery, adjustable tension with straps
633	450 mm	Back upholstery, adjustable tension with straps
637	500 mm	Back upholstery, adjustable tension with straps Just in combination with push handles CODE 410

Backrest (standard 90° to the seat)

 CODE	DESCRIPTION
410	Back with short push handle, 50 mm height adjustable
412	Back with long push handle, 50 mm height adjustable
411	Back without push handle
141	Push handles, swing-away. Not in combination with push handle CODE 502
502	Push handle, mounted on the back tube, stepless adjustable up to 150 mm. Not in combination with push handle CODE 141.

Backrest options

CODE	DESCRIPTION
29	Back, angle adjustable from the seat +/- 15° in 5° steps, adjustable later. With BH 250 / 300 mm just in combination with back without push handle CODE 411/ CODE 502
31	Back angle factory-bent (fixed) 84° 87° 93° 96°
622	Back with lumber bent possible from BH 300 mm

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п.
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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

13 Side guards and armrests

Please note the marked functional features!

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

CODE	DESCRIPTION	1	2	3	4	5	6		
100	Aluminium side guard in frame colour with cold weather liner	•					•		
107	Side guard incl. via knob height adjustable and removable armrests, suitable for tetraplegics. Selectable from RSH 460 mm. Not in combination with "Light" pressure brake CODE 595, not in combination with 3° wheel camber CODE 447		•	•	•	•			
302	"Light" side guard made of high strength aluminium alloy in frame colour	•							
748	Aluminium side guard in frame colour with cold weather liner incl. height adjustable armrest (screwed-on) not in combination with "Light" pressure brake CODE 595	•				•	•		
783	Carbon side guard	•					•		
98	Aluminium side guard in frame colour with cold weather liner and 50 mm wheel cover								

14 Legrests and footrests

CODE	DESCRIPTION	DEPHT	LSL
311	"Light" footrest one-piece made of aluminium in frame colour, flip-up, height and angle adjustable up to max. SW 460 mm	100 mm	360 - 480
311/97	"Light" footrest one-piece made oh aluminium in frame colour, folds in the middle automatically, height and angle adjustable, from SW 380	100 mm	360 - 480
312	Aluminium footrest one-piece in frame colour, flip-up, height and angle adjustable	100 mm	360 - 480
313	Aluminium footrest one-piece in frame colour flip-up, height and angle adjustable	150 mm	360 - 480
315	"Light" footrest one-piece made of aluminium in frame colour, flip-up, height and angle adjustable, up to max. SW 460 mm	150 mm	360 - 480
808	One-piece aluminium footboard in frame colour, flip-up, depth and angle adjustable. Just in combination without frame insert CODE 4959	150 mm	340 - 480
123/54	Footrest one-piece made of aluminium in frame colour, flip-up, height and angle adjustable. Just in combination without frame insert CODE 4959	150 mm	300 - 380

Footrest accessories

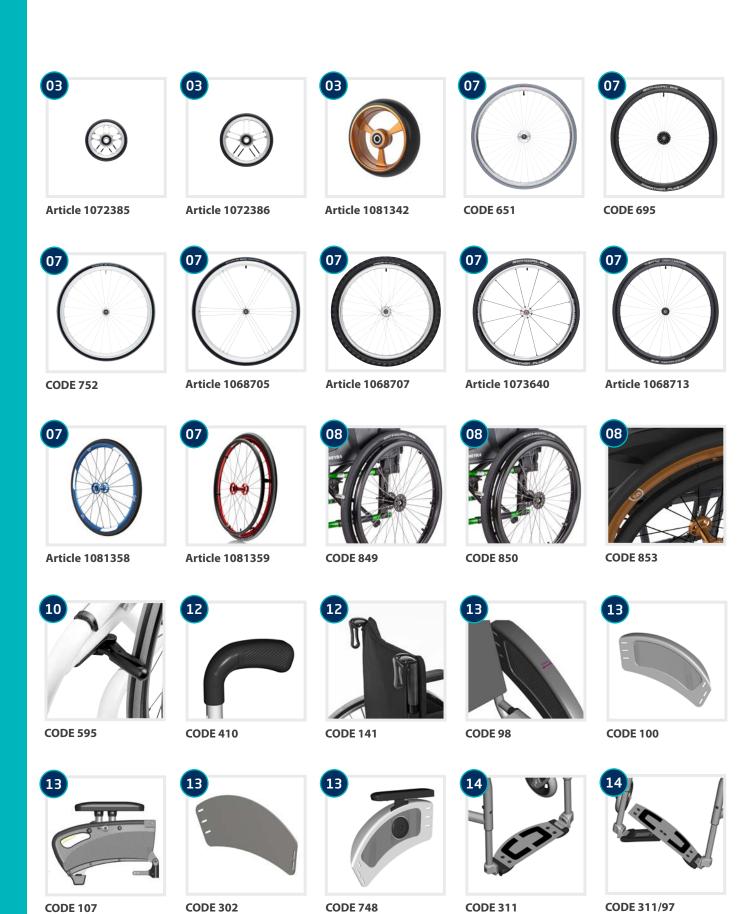
CODE	DESCRIPTION	DEPTH	LSL
663	Legrest swings away outwards Extended function for CODE 311, 312, 313 and 315 With frame insert CODE 4950 (Recommended for lower folding dimension)		400 - 480
359	Calf strap		

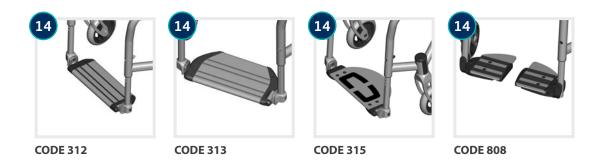
Required LSL mm (measured without seat cushion)
Shank length factory-adjustment 390 - 480 mm possible

		our choice in the boxes sion: In case you do not make another selection we will generally	deliver	the standard ve	ersion.	
15	Frame o	colours				
	CODE	DESCRIPTION		CODE	DESCRIPTION	
	130	Titanium grey		4023	Signalwhite	
$\overline{\Box}$	183	Silver metallic		4922	Green metallic	
一	188	Blackstar		4923	Orange metallic	
H	2066	Matte black		2185	Brown metallic	
H	216	Deepblack				
$\overline{\Box}$	227	Red metallic				
$\overline{\Box}$	4001	Karminred				
		can be selected on request at extra cost! Please have a look at the				
16		holstery colours (seat upholstery alway	s bla	ick)		
16	CODE	DESCRIPTION	s bla	ick)		
16 	CODE 235	DESCRIPTION Trevira (black)	s bla	ick)		
16 	CODE 235 292	DESCRIPTION Trevira (black) Breathable net material, black	s bla	rck)		
16 	CODE 235	DESCRIPTION Trevira (black)	s bla	ock)		
	CODE 235 292	DESCRIPTION Trevira (black) Breathable net material, black	s bla	rck)		
	CODE 235 292	DESCRIPTION Trevira (black) Breathable net material, black	s bla	rck)		
	CODE 235 292	DESCRIPTION Trevira (black) Breathable net material, black	s bla	ock)		
16 	235 292 296	DESCRIPTION Trevira (black) Breathable net material, black	s bla	ock)		
	235 292 296	DESCRIPTION Trevira (black) Breathable net material, black Breathable net material, red	s bla	rck)		
	235 292 296 Wheelch Hand an	DESCRIPTION Trevira (black) Breathable net material, black Breathable net material, red thair accessories and spoke guard	s bla	ock)		
	CODE 235 292 296 Wheelch Hand and CODE	DESCRIPTION Trevira (black) Breathable net material, black Breathable net material, red hair accessories and spoke guard DESCRIPTION Transparent	s bla	nck)		
	235 292 296 Wheelch Hand an CODE 489	DESCRIPTION Trevira (black) Breathable net material, black Breathable net material, red hair accessories nd spoke guard DESCRIPTION Transparent -wheels Anti-tip-wheels, 1 pair, swing-away (recommen		ick)		
	CODE 235 292 296 Wheelch Hand and CODE 489 Anti-tipe	DESCRIPTION Trevira (black) Breathable net material, black Breathable net material, red hair accessories nd spoke guard DESCRIPTION Transparent -wheels		nck)		

	Please tick your ch	noice in the boxes
	Standard version:	In case you do not make another selection we will generally deliver the standard version.
	Other acce	ssorios
	Other acce	2201162
	309	Step tube (1 pair)
	4930	1 left-mounted step-bar not in connection with the anti-tip wheels CODE 691/712 and shunting castors CODE 746
	4931	1 right-mounted step bar not in connection with anti-tip wheels CODE 691/713 and shunting castors CODE 746
	746	1 pair of transit wheels, e.g. for narrow rooms or in the aeroplane Not i.c.w. step tube CODE 309 or transit wheels CODE 691, from RSH 420 mm
	679	Folding fixture
	833	Safety belt with lock
	970	Crutch holder in combination with step tube
	819	Passive lighting
	205542100	Tyre pump
	951	Accessory net
See the	separate information	on for ErgoSeat Pro supports
	Xtrends ac	rcessories
	261519300	X-TREME backpack
	261519600	Wheelcase "Black Wheel Case", fits max. 2 x 24" wheels or 1 x 25"/ 26" wheel
	1074231	Wheelcase "MEYRA active", fits max. 3 x 28" wheels
	206964600	3M spoke reflectors
Orde	r remarks:	

Date:	Signature:





O5 Determine the horizontal rear wheel position (center of gravity adjustment)

TYPE OF DRIVER		ACTIVE			MEDIUM		PASSIVE			
Varioblock	SI	hort CODE 76	6	Me	edium CODE :	767	Long CODE 768			
Position	1	2	3	4	5	6	6	7	8	
Distance * in mm	100	90	80	70	60	50	50	40	30	

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

8 Overall width in mm with 15 mm handrim space

SEAT WIDTH	320	340	360	380	400	420	440	460	480	500
0° wheel camber (mm)	490	510	530	550	570	590	610	630	650	670
3° wheel camber (mm)	540	560	580	600	620	640	660	680	700	720
folded, 0° wheel camber	300									
folded, 3° wheel camber					3.5	50				

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.