AVANTI PRO

1,735











Unique brake with extremely low actuation force



Stays on track



Individual chassis adjustment

Just like a pro!

COST EFFECTIVENESS

- compatible with MEYRA modular kit
- secured supply of spare parts thanks to extensive network of specialist retailers
- highly adjustable without the need to exchange parts

THERAPEUTIC BENEFITS

- precise adjustment options
- two frame lengths allow for very good matching to proportions
- wide variety of therapeutically proven equipment
- equipment can be adapted to individual needs, even in the case of constantly changing conditions
- one-piece frame with integrated leg rests
- comprehensive modular system

APPLICATIONS

- adaptive wheelchair for universal, everyday use
- long-term care with great adjustability
- very well suited for multiple conditions
- for people with paraplegia
- for users weighing up to 135 kg and with a seat width of 580 mm

O ORDER

QUOTATION

○ CUSTOM-MADE VERSION

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





Authorised client weight 135 kg

AVANTI PRO 1.735

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

	352 FRAME STANDARD	353 FRAME LONG			
Seat width	360 - 580	360 – 580			
Width ready to go	SB + 1,900 (with side guard CODE 100 SW +1,800)				
Width folded	280)			
Seat depth	350 - 430	460 – 500			
Seat height front / rear	440 - 520 / 420 - 520	440 - 520 / 420 - 520			
Overall height	920	920			
Back rest height	340 - 440	340 – 440			
Arm support height (CODE 81)	200 - 290	200 – 290			
Length with footrests*	870 - 960	925 – 1.015			

Client weight	135
Min. Empty weight	from 11
Permitted overall weight	from 146
Transport weight	8.5
Rear wheel	610 (24")
seat inclination	0° - 10°

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 guide-lines. Please enquire beforehand.

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

OO Frame form (frame length)

The AVANTI PRO is available in 2 frame lengths. The frame length depends on the selection of your seat depth and is configured automatically. The frame form guarantees maximal legroom and optimal transfer from/to standing for all frame length.

	CODE	DESCRIPTION	SD
	352	Frame standard	350 - 430 mm
	353	Frame long	460 - 500 mm

Consider and select your seat depth in category 02!

01 Seat width (SW)

CODE	DESCRIPTION		FRAME CODE
36	SW 360 mm		352 and 353
38	SW 380 mm		352 and 353
40	SW 400 mm		352 and 353
43	SW 430 mm		352 and 353
46	SW 460 mm		352 and 353
48	SW 480 mm	With aluminium crossbrace support tube	352 and 353
350	SW 500 mm	With aluminium crossbrace support tube	352 and 353
53	SW 530 mm	With aluminium crossbrace support tube	352 and 353
358	SW 580 mm	Aluminium crossbrace support tube, just with push bar CODE 814 and footrest CODE 54	352 and 353
4541	SW 360 - 460 mm	Aluminium crossbrace support tube, recommended for use with auxiliary drive or heavy duty	352 and 353

02 Seat depth (SD)

 CODE	DESCRIPTION	FRAME CODE
610	SD 350 mm	352 , just for SW 360 - 460 mm
368	SD 380 mm	352 , just for SW 360 - 460 mm
615	SD 400 mm	352
788	SD 430 mm	352
619	SD 460 mm	353
787	SD 480 mm	353
792	SD 500 mm	353

	Seat he	eight front (FSH) combin	ned with c	astor (wi	ithout seat c	ushion)			
	Horizontal c	olumns = seat heig	ghts in mm Vertica	al line = castor si	zes in mm					
		um seat height di				ght, frame and whee eat height is 80 mm!		d: Solid rubbei	r castor wheels fo	or
C.F	STOR	440	450	460	470	480	490	500	510	520
25	CODE 325									
42	2 CODE 154									
8() CODE 161									
	CODE	ARTICLE	DESCRIPTION	ON F	RIM	TYRES	ØXV	I		
	x trenu:	s castors								
_	CODE	ARTICLE	DESCRIPTION	ON R	RIM	TYRES	ØXV	/		
	689	1072386	Castor (pair)	A	lu silver	Solid rubber	125 x	3/mm		
								32 111111		
	Horizontal co	olumns = seat heig	ghts in mm Vertica at height through fference allowed b	al line = Ø rear w	heel on of seat heig	I (without se ght, frame and whe eat height is 70 mm 470	el size.		505	52(
	Horizontal co	olumns = seat heig ct your desired se um seat height di	ghts in mm Vertica at height through fference allowed b	al line = Ø rear w the combination	heel on of seat heig nt and rear se	ght, frame and whe eat height is 70 mm	el size.	n)	505	520
	Horizontal co	olumns = seat heig ct your desired se um seat height di	ghts in mm Vertica at height through fference allowed b	al line = Ø rear w the combination	heel on of seat heig nt and rear se	ght, frame and whe eat height is 70 mm	el size.	n)	505	520
24	Horizontal co	olumns = seat heig ct your desired se um seat height di	ghts in mm Vertica at height through fference allowed b	al line = Ø rear w the combination	heel on of seat heig nt and rear se	ght, frame and whe eat height is 70 mm	el size.	n)	505	
	Horizontal co	olumns = seat heig ct your desired se um seat height di	ghts in mm Vertica at height through fference allowed b	al line = Ø rear w the combination	heel on of seat heig nt and rear se	ght, frame and whe eat height is 70 mm	el size.	n)	505	52
	Horizontal co Please selec The maximum × 1" × 1 3/8"	olumns = seat heig ct your desired se um seat height di 420	ghts in mm Vertica at height through fference allowed b	al line = Ø rear w the combination the tween the frought 445	heel on of seat heig nt and rear se	ght, frame and whe eat height is 70 mm	el size.	n)	505	520
	Horizontal co Please selec The maximum × 1" × 1 3/8"	olumns = seat heig ct your desired se um seat height di 420	ghts in mm Vertica that height through fference allowed by 435	al line = Ø rear w the combination the tween the frought 445	heel on of seat heig nt and rear se	ght, frame and whe eat height is 70 mm	el size.	n)	505	520
	Horizontal co Please selec The maximum × 1" × 1 3/8"	olumns = seat heig ct your desired se um seat height di 420 heels combi	ghts in mm Vertica that height through fference allowed by 435	al line = Ø rear w the combination etween the fro 445	heel on of seat height and rear se	ght, frame and whe eat height is 70 mm	el size.	n)		520
	Horizontal co Please selec The maximum x 1" x 1 3/8"	olumns = seat heig ct your desired se um seat height di 420 DESCRIPTI Standard wi	ines with sections	at height	heel on of seat height and rear se 460	ght, frame and whe eat height is 70 mm	480	495	Ø	520

"Light"-wheel incl. Schwalbe RightRun, light tyres and aluminium handrim black, not in

with puncture proof tyres CODE 902

752

		your choice in the boxes ersion: In case you do not n	nake another selection	n we will generally deliv	ver the standard	d version.		
	Xtren	ds rear wheels						
	CODE	ARTICLE	DESCRIPTION					Ø
	688	1068705	Six-Star incl. 8 b	ar high pressure tyr	res and alum	inium handrim	(pair)	24 x 1"
	688	1068713	Black Light incl. aluminium hand	Schwalbe Maratho drim (pair)	n Plus Evolu	tion and		24 x 1"
	688	blue 1081354 red 1081356 yellow 1081355	New Active whe	eel with radial spok ns	es, Schwalbe	e ONE tyres, colo	oured hub,	24 x 1"
	Rear v	wheel options DESCRIPTION 60 mm Whee	base extension					
	Wheel	l camber						
	CODE	DESCRIPTION						
	907	3° wheel camber, extension CODE 8		on with drum brake	CODE 706 a	ind/or wheel ba	ise	
P ositi	Measuring On	ontal rear wheel p g method: middle of back tu	•		-	c		D
Selec	tion							
07		(can not be comb	ined with Xtr	ends wheels)				
	CODE	DESCRIPTION			Ø	Ø	Ø	Ø
	486	Pneumatic tyres wit	h groove profile		22 x 1"	22 x 1 ^{3/8} "	24 x 1"	24 x 1 ^{3/8} "
	386	Primo pneumatic ty					24 x 1"	
	902	Puncture proof tyres	s, not in combinat	ion with Active	22 x 1"	22 x 1 ^{3/8} "	24 x 1"	24 x 1 ^{3/8} "

Consider the combination of tyre width and rear wheels! See category 05 seat height in combination with rear wheel.

Schwalbe ONE tyres, without profile, protected against

Schwalbe Marathon Plus Evolution tyres, protected

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).

22 x 1"

24 x 1"

24 x 1"

We cannot accept liability for any abrasion damage to flooring.

breakdowns

against breakdowns

897

363

Handrims and handrim options (can not be combines with Xtrends wheels)

CODE	DESCRIPTION	
494	Aluminium, not in combination with Active wheel CODE 695	24"
493	Premium steel high polished	24"
871	Dual handrim unit for seat width up to 480 mm, just in combination with solid tyres CODE 902 Not in combination with drum brakes CODE 706	24" x 1"
168	Optigrip special hand rim for tetraplegics, including wide hand rim gap CODE 693	24"
166	Handrim coating made of silicone, smooth, black, not in combination with Active wheel CODE 695	24"
692	Narrow hand rim gap	24"
693	Wide hand rim gap	24"
849	Curve L, aluminium black anodized, ergonomic rear wheel profi, H 31 mm, just in combination with active wheel CODE 695	
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	
853	GEKKO, aluminium black anodized with changeable rupper lip, ergonomic rear wheel profile, H 31 micrombination with Active wheel CODE 695	m, just in
033	combination with Active wheel CODE 695	

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

09 Seat cushion

CODE	DESCRIPTION
247	Seat belt slack redjusted
560	Seat cushion, Trevira CS 30 mm
561	Seat cushion, Trevira CS 60 mm

10 Brakes

651 Pressure brake for driver	
Single-handed pressure brake left (incl. long brake lever, fold-away), not in combination with CODE 100 and CODE 748	
Single-handed pressure brake right (incl. long brake lever, fold-away), not in combination with CODE 100 ar CODE 748	nd
681 Brake lever extension folded down	
680/706 Pressure brake for driver and drum brake for the attendant	
986 Attachable brake lever extension	

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

11 Back upholstery height (BH)

CODE	DESCRIPTION	HEIGHT
434/575	Back upholstery, adjustable tension with straps	340 mm
436/575	Back upholstery, adjustable tension with straps	360 mm
438/575	Back upholstery, adjustable tension with straps	380 mm
635/575	Back upholstery, adjustable tension with straps	400 mm
442/575	Back upholstery, adjustable tension with straps	420 mm
444/575	Back upholstery, adjustable tension with straps	440 mm
2046/575	Back upholstery, adjustable tension with straps, not in combination with push handles CODE 502	460 mm
634/575	Back upholstery, adjustable tension with straps, not in combination with push handles CODE 502	480 mm
637/575	Back upholstery, adjustable tension with straps, not in combination with push handles CODE 502	500 mm
983/575	Telescopic back unit in 4 intervals á 15 mm, back upholstery, adjustable tension with straps, not in combination with push handles CODE 502	350 - 410 mm
984/575	Telescopic back unit in 4 intervals á 15 mm, back upholstery, adjustable tension with straps, not in combination with push handles CODE 502	400 - 46 mm

12 Backrest angle

CODE DESCRIPTION

621	Back without lumbar bent
622	Lumbar bent back
29	Back, angle adjustable at seat +- 10° in 5° intervals, from back height 380 mm, not in combination with lumbar bent CODE 622

Backrest options

CODE	COMPATIBLE WITH CODE	621	622	502	
410	Push handles long	•	•		
413	Push handles short, not in combination with pushbar CODE 814 not in combination with drum brake CODE 706	•	•		
502	Push handle, mounted on the back tube, stepless adjustable up to 170 mm height adjustable	•	•		
814	Push bar transverse, stabilises the back under strain. Just in combination with push handles long CODE 410	•	•	•	
238	Stabilizing bracket for the back, folding. Not in combination with push handle CODE 502. Recommended from SW 460!	•	•		
913	Headrest, 300 mm stepless height adjustable Just in combination with push bar CODE 814	•	•	•	

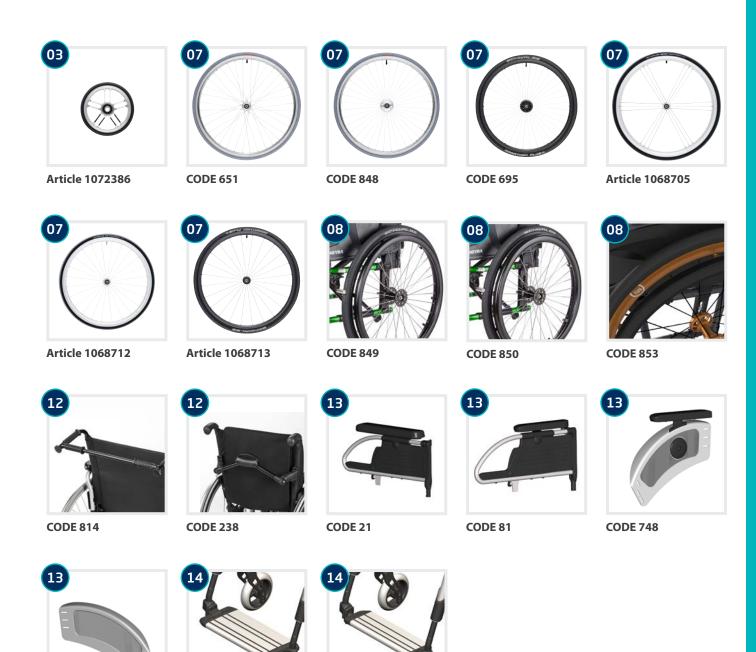
_	lards and armrests								
Please not	Please note the marked functional features!								
1 = securel	screwed $2 = \text{swing-up } 3 = \text{removable } 4 = \text{lockable } 5 = \text{armrest height adjustable } 6 = \text{constant}$	vering the v	vhee	1 7=	swive	els ir	n to sa	ave ro	oom
CODE	DESCRIPTION		1	2	3	4	5	6	7
21	Side guard reinforced with height adjustable armrest via push button, extra long, compatible with therapy table			•		•	•		•
81	Side guard, incl. height adjustable armrest via push button, short, compatible with therapy table			•		•	•		•
748	Side guard made of aluminium in frame colour, with cold weather line height adjustable armrest (screwed), incl. 45 mm covering the wheel. combination with with single-handed pressure brake CODE 650		•					•	
100	Side guard made of aluminium in frame colour, with cold weather line in combination with with single-handed pressure brake CODE 650	er. Not	•	·				•	
98	Side guard made of aluminium in frame colour, with cold weather line	er, incl.							
	50 mm covering the wheel								
Legres	ts and Footrests DESCRIPTION	DEPTH		LSL					
_	ts and Footrests			LSL	- 52(0			
CODE	DESCRIPTION One-piece footrest, 60 mm depth adjustable (in 4 steps) in frame	DEPTH							
CODE 54	DESCRIPTION One-piece footrest, 60 mm depth adjustable (in 4 steps) in frame colour, flip-up, height and angle adjustable One-piece footrest, flip-up, 15 mm depth adjustable, in frame colour,	DEPTH 150 mm		380					
CODE 54 87	DESCRIPTION One-piece footrest, 60 mm depth adjustable (in 4 steps) in frame colour, flip-up, height and angle adjustable One-piece footrest, flip-up, 15 mm depth adjustable, in frame colour, height and angle adjustable, up to SW 480 mm Required LSL in mm (measured without seat cushion)	DEPTH 150 mm		380					

	-	our choice in the boxes sion: In case you do not make another selection we will generally deliver the standard vers	on.	
15	Frame	colours		
	CODE	DESCRIPTION		
	130	Titanium grey		
	186	Magic blue		
	206	Marrakesh brown metallic		
	212	Polar white		
	216	Deep black		
	224	Blue metallic		
	227	Red metallic		
	4919	Silverline		
	4922	Green metallic		
	4923	Orange metallic		
	CODE 2205	DESCRIPTION Castor fork and Vario block in the color of choice. Not in combination	DESIRED FRAME COLOUR	
16		pholstery colours		
	287	Deepblack, polyester Vented net material, black (just for back)		
17	Wheelc	hair accessories nd spoke guard DESCRIPTION		
	489	Transparent		
	Anti-tip)-wheels		
	728	Anti-tip-wheels, 1 pair, swing-away		
	729	Anti-tip-wheel, swing-away, mounted left		
	730	Anti-tip-wheel, swing-away, mounted right		
	712	Anti-tip-wheel, insertable, removable, mounted left, not in combination	n with CODE 4930 step tube	
	713	Anti-tip-wheel, insertable, removable, mounted right, not in combinat	ion with CODE 4931 step tube	
	691	Anti-tip-wheels, insertable, removable (pair), just in combination with (ODF 309 step tubes	

		r choice in the boxes
	Standard version	on: In case you do not make another selection we will generally deliver the standard version.
	Step tub	es
	309	Step tubes (1 pair)
	4930	Step tube (1 piece), mounted left
	4931	Step tube (1 piece), mounted right
	Therapy	tables just in combination with side guard CODE 21 and 81
	929	Therapy table made of plastic, transparent, adjustable for 380 - 580 mm seat width
	930	Therapy table for independent drivers , made of plastic, transparent, slip-on for defined seat width, front raised edge. Possible from SW 380 mm
Cautio	on: With 24" whe	els and a rear seat height of less than 470 mm, there is a resulting limitation in terms of armrest height with use of the therapy table
	929/930	
	Other ac	cessories
$\overline{\Box}$	833	Safety belt with lock
	970	Crutch holder in combination with step tube
	819	Passive lighting
	912	Tyre pump with holder
	936	Smooth plastic board, transfer aid
	951	Accessory net
See se	parate informatio	n for Ergo Seat Pro supports
	Xtrends	accessories
	CODE	DESCRIPTION
\Box	261519300	
$\frac{\square}{\square}$	261519600	
$\frac{\square}{\square}$	1074231	Wheelcase "MEYRA active", fits max. 3 x 28" wheels
	206964600	
Ш	200904000	зиі зроке генестогу
	Date:	Signature:

CODE 100

CODE 54



CODE 87

Determine the horizontal rear wheel position (centre of gravity adjustment)

TYPE OF DRIVER	PASSIVE	MEDIUM		ACTIVE
Position	А	В	С	D
Distance* in mm	25	40	55	70

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

08 Overall width in mm with narrow hand rim gap

SEAT WIDTH	360	380	400	430	460	480	500	530	580
0° wheel camber (mm)	560	580	600	630	660	680	700	730	780
3° wheel camber (mm)	610	630	650	680	710	730	750	780	830
Folded, 0° wheel camber					280				
Folded, 3° wheel camber					330				

Overall width in mm with drum brake and 0° wheel camber

Ready to go	SW + 210
Dimension folded	300

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.