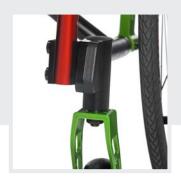
AVANTI

1,736







UP to 12° seat inclination for finely graduated adjustment options



Height adjustable side guard with one-handed operation



Unique brake with extremely low actuation force



Telescopic and angle adjustable backrest heights for the ideal adjustment in the case of constantly changing conditions

Versatile and active

COST EFFECTIVENESS

- compatibility with MEYRA modular system allows for reduced warehousing needs
- secured supply of spare parts thanks to extensive network of specialist retailers
- highly adjustable without the need to exchange parts
- adequate height adjustment and features that meet the needs of people with hemiplegia

THERAPEUTIC BENEFITS

- precise adjustment options
- three 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
- comprehensive modular system

APPLICATIONS

- adaptive wheelchair for universal, everyday use
- long-term care with great adjustability
- care in a clinic
- neurological conditions
- common geriatric conditions
- reinforced design supporting weights of up to 160 kg and with a seat width of 580 mm

O ORDER

O OUOTATION

○ CUSTOM-MADE VERSION

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













Authorised for car client transport!
Tested according to ISO7176-19 (max. user weight of 136 kg) (only in combination with frame long CODE 353) (not in combination with HEMI castor CODE 173/4906)

AVANTI 1.736

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

	351 FRAME SHORT	352 FRAME MEDIUM	353 FRAME LONG
Seat width	300 - 360	360 – 580	360 – 580
Width ready to go	Seat widt	h + 200 (with side guard CODE 100 S	SW + 180)
Width folded		280	
Seat depth	330 - 380	350 – 460	480 – 530
Seat height front / rear	430 - 500 / 400 - 470	440 - 560 / 390 - 520	440 - 560 / 390 - 520
Overall height	830	920	920
Back rest height	340 - 400	340 – 500	340 – 500
Arm support height (CODE 81)	165 - 240	200 – 290	200 – 290
Length with footrests	880	1.040	1.120
Length without footrests	660	770	850

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.

		Please	tick your	choice	in	the	boxes
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Technical data

Client weight	75 / 135 / 160
Min. Empty weight	12 / 13 / 14
Permitted overall weight	87 / 148 / 174
Transport weight	8/8.5/9
Rear wheel	610 (24")
Rear wheel	560 (22")

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Frame form (Frame length FL) in combination with seat depth

The AVANTI is available in 3 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	CLIENT WEIGHT MAX.
351	Frame short, just in combination with 22 x 1"	330 - 380 mm	75 kg
352	Frame medium	350 - 460 mm	135 kg
353	Frame long	480 - 530 mm	135 kg, from SW 480 max. 160 kg

Consider and select your seat depth in category 02!

01

Seat width (SW)

CODE	DESCRIPTION		FRAME CODE
30	SW 300 mm		351
32	SW 320 mm		351
34	SW 340 mm		351
36	SW 360 mm		351, 352 and 353
38	SW 380 mm		352 and 353
40	SW 400 mm		352 and 353
342	SW 420 mm		352 and 353
344	SW 440 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	352 and 353
4541	SW 360 - 460 mm	Aluminium crossbrace support tube, recommended for use with auxiliary drive or heavy duty	352 and 353

		Please tick your choice in the boxes
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Seat depth (SD)

CODE	DESCRIPTION	FRAME CODE
393	SD 330 mm	351
610	SD 350 mm	351 and SD 350 mm, frame CODE 352 up to SW 460 mm
368	SD 380 mm	351 and SD 380 mm, frame CODE 352 up to SW 460 mm
615	SD 400 mm	352
788	SD 430 mm	352
619	SD 460 mm	352
787	SD 480 mm	353
792	SD 500 mm	353
793	SD 530 mm	353

Seat height front (FSH) combined with castor (without seat cushion)

Horizontal columns = seat heights in mm Vertical line = \emptyset castor sizes in mm

Please select your desired seat height through the combination of seat height, frame and wheel size.

The maximum seat height difference allowed between the front and rear seat height is 80 mm! Recommended: Solid rubber castor wheels for higher user

The speci	The specified seat heights are dependent on the seat angle and may vary by $+$ - 5 mm														
stan	ds for CODE	351 Frame	short		sta	inds for CC	DDE 352 Fr	ame medi	um or COD	E 353 Fran	ne long				
							Seat h	eight fron	it (FSH)						
Ø CASTOR	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560
Ø 125 CODE 325															
Ø 142 CODE 154															
Ø 150 CODE 143															
Ø 180 CODE 161															
Ø 180 CODE 645															

	-	ur choice in the b		er selection	we will gener	rally deliv	ver the stand	ard versio	n.					
	Seat hei	ght option	front (FSH) for He	emiplegio	cs								
	CODE	DESCRIPTION	DESCRIPTION											
	173/4906	more foot fre	short HEMI castor fork including spacer block, turned out to the side for more foot freedom, for FSH 390 and 420 mm for frame short CODE 351, FSH 400 and 430 mm or frame medium CODE 352 / frame long CODE 353 including 125 mm castor CODE 325											
	Xtrends	castors												
	CODE	ARTICEL	DESCRIPT	ΓΙΟΝ	RIM		TYRES		ØΧ	W				
	689	1072386	Castor (pai	r)	Alu silve	er	Solid rub	ber	125 >	k 32 mm				
	CODE 247	DESCRIPTION Seat belt slad												
	247	Seat belt slad	ck redjusted											
	560	Seat cushion	ı, Trevira CS, bl	ack :	30 mm									
	561	Seat cushion	, Trevira CS, bl	ack 6	50 mm									
	960	ERGOFORM-	seat unit											
05	Horizontal co Please select The maximu	ight rear (R lumns = seat heig your desired sea m admissible sea d seat heights are	hts in mm Vertica at height through at height differer	al line = Ø re h the comb nz between	ear wheel ination of sea front and rea	at heigh	t, frame and eight is amo	l wheel si	ze.	on)				
	stands fo	or CODE 351 Frame	e short		tands for COE	DE 352 Fr	ame mediun	n or CODE	353 Fram	e long				
	_ 3	380 390	400 410	420	430	440	450	460	470	480	490	500	510	520
Ø 22 :	x 1"													
Ø 22 :	x 1 ^{3/8} "													
Ø 24 :	x 1"													
Ø 24 :	x 1 ^{3/8} "													
With the	Horizon	e RSH the rear wh tal rear wh ethod: middle of b	eel positio	n (centi	re of gra	_	-	ent)						
POSI	ITION		Α			В			C				D	
Selec]				
										-				

907

extension CODE 880

	Please tick vou	ır choice in the boxes			
	-		another selection we will generally deliver the standard version.		
07	Rear wh	eels combined wi	th seat height		
	CODE	DESCRIPTION		Ø	Ø
	651	Standard wheel with	quick release axle (pair)	22"	24"
	848	SILVERDESIGN with ra (pair)	dial spokes and large flange hub incl. quick release axle	-	24"
	695	black (pair). Recomm	ed, with radial spokes, large flange hub, hollow rim in ended for more than 100 kg client weight or dynamic ombination with puncture proof tyres CODE 902	-	24"
	752		hwalbe RightRun Light tyres and aluminium handrim , not in combination with 3° wheel camber CODE 907 (pair). weight up to 90 kg!	22"	24"
	ption select Xti		e tyres in category 09. Consider the tyre width! drims and tyres instead of rear wheels CODE 651/ 848 or 695.		
	CODE	ARTICLE	DESCRIPTION		Ø
	688	1068705	Six-Star incl. 8 bar high pressure tyres and aluminium handrin	m (pair)	24 x 1"
	688	blue 1081354 red 1081356 gold 1081355	New Active wheel with radial spokes, Schwalbe ONE tyres, co hub, rim and handrims	oloured	24 x 1"
	688	1068713	Black Light incl. Schwalbe Marathon Plus Evolution and alum handrim (pair)	iinium	24 x 1"
	Rear wh	eel options			
	CODE	DESCRIPTION			
	880	60 mm Wheel ba	se extension		
	Wheel co	amber			
	CODE	DESCRIPTION			
	007	3° wheel camber, not	in combination with drum brake CODE 706 and/or wheel ba	se	

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Please tick your choice in the	boxes
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Handrims and handrim options

CODE	DESCRIPTION	Ø	Ø
494	Aluminium, not in combination with Active wheel CODE 695	22"	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 Not in combination with 3° wheel camber CODE 907	-	24"
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	22"	24"
692	Narrow hand rim gap	22"	24"
693	Wide hand rim gap	22"	24"
849	Curve L, aluminium black anodized, ergonomic rear wheel profile, H 31 mm, just in combination with Active wheel CODE 695		
850	Curve L Tetra Grip, anti-slip coated, aluminium, suitable for tetraplegics, ergonom H 31 mm, just in combination with Active wheel CODE 695	ic rear w	heel profile,
853	GEKKO, aluminium black anodized with changeable rupper lip, ergonomic rear wheel profile, H 31 mm, just in combination with Active wheel CODE 695		

O9 Tyres (can not be combined with Xtrends wheels)

CODE	DESCRIPTION	Ø	Ø	Ø	Ø
486	Pneumatic tyres with groove profile	22 x 1"	22 x 1 ^{3/8} "	24 x 1"	24 x 1 ^{3/8} "
396	Primo pneumatic tyres, black, puncture-resistant			24 x 1"	
902	Puncture proof tyres, not in combination with Active wheel CODE 695	22 x 1"	22 x 1 ^{3/8} "	24 x 1"	24 x 1 ^{3/8} "
897	Schwalbe Marathon Plus Evolution tyres, protected against breakdowns	22 x 1"		24 x 1"	
363	Schwalbe ONE tyres, without profile, protected against breakdowns	22 x 1"		24 x 1"	

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

HNote: 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

651	Pressure brake for driver
650/60	Single-handed pressure brake left (incl. long brake lever, fold-away), not in combination with CODE 100 and CODE 748
650/74	Single-handed pressure brake right (incl. long brake lever, fold-away), not in combination with CODE 100 and CODE 748
681	Brake lever extension
680/706	Pressure brake for driver and drum brake for the attendant
986	Attachable brake lever extension

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	•	on: In case you do not make another selection we will generally deliver the standard version.	
11	Back up	holstery 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 height adjustable push handle CODE 502	460 mm
	634/575	Back upholstery, adjustable tension with straps, not in combination with height adjustable push handle CODE 502	480 mm
	637/575	Back upholstery, adjustable tension with straps, not in combination with height adjustable push handle CODE 502	500 mm
	983/575	Telescopic backrest height in 4 steps a 15 mm, just in combination with back angle CODE 29, back upholstery, adjustable tension with straps, not in combination with height adjustable push handle CODE 502, not in combination with Back with lumbar bent CODE 622	350 - 410 mm
	984/575	Telescopic backrest height in 4 steps a 15 mm, just in combination with back angle CODE 29, back upholstery, adjustable tension with straps, not in combination with height adjustable push handle CODE 502, not in combination with Back with lumbar bent CODE 622	400 - 460 mm
12	Backres	t DESCRIPTION	
	621	Back without lumbar bent	
	622	Back with lumbar bent	
	29	Back, angle adjustable from seat +- 10° in 5° steps from back height 380 mm, not in combination with lumbar bent CODE 622. Not in combination with side gr	uard CODE 107
	Backres	t options	
	CODE	COMPATIBLE WITH CODE 62	21 622
	238	Stabilizing bracket for the back, folding. Not in combination with push handle CODE 502. From SW 320 mm possible!	•
	410	Push handles long •	•
	413	Push handles short, not in combination with push bar CODE 814 not in combination with drum brake CODE 706	•
	502	Push handle, mounted on the back tube, stepless adjustable up to 170 mm	•
	814	Push bar transverse, stabilises the back under strain. Just in combination with push handles long CODE 410	•

Headrest, just in combination with push bar CODE 814

913

		Please tick your choice in the boxes	
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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

7 = swivels in to save room

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, not in combination with frame short CODE 351		•	•	•	•		•	
81	Side guard, incl. height adjustable armrest via push button, just compatible with therapy table for frame short CODE 351, height adjustable		•	•	•	•		•	
84	Side guard, incl. height adjustable armrest via push button, compatible with therapy table, not in combination with frame short CODE 351		•	•	•	•		•	
100	Side guard made of aluminium in frame colour, with cold weather liner. Not in combination with rear wheel position A passive, not in combination with single-handed pressure brake CODE 650	•					•		
107	Side guard in black, height and depth adjustable armrest with one-handed operation, compatible with therapy table hat HSH 450 mm, not in combination with frame short CODE 351		•	•	•	•		•	
748	Side guard made of aluminium in frame colour, with cold weather liner incl. height adjustable armrest (screwed), incl. 45 mm covering the wheel, just compatible with therapy table for frame short CODE 351 Not in combination with rear wheel position A passive, not in combination with single-handed pressure brake CODE 650	•				•	•		
98	Side guard made of aluminium in frame colour, with cold weather liner, incl. 50 mm covering the wheel								

14 Legrests

CODE	DESCRIPTION
52	Amputee support pad, removable, swing-away and swing-up, 1 pair
4507	Amputee support pad (1 piece), mounted right
4508	Amputee support pad (1 piece), mounted left
93	Footrest hanger standard, lift off and swing-away, front frame angle 70°
293	Footrest hanger compact, lift off and swing-away, front frame angle 78°
759	Footrest hanger CODE 93, mounted left
760	Footrest hanger CODE 93, mounted right
92	Footrest hanger, lift off, swing-away and swing-up, incl.knee cushion Just in combination with footrest CODE 798, not in combination with short frame CODE 351
2192	Shortened footrest hanger, lift off, swing-away and swing-up, incl. knee cushion. Just in combination with footrest CODE 798, not in combination with short frame CODE 351
757	Footrest hanger (1 piece) CODE 92, mounted left
758	Footrest hanger (1 piece) CODE 92, mounted right
94	Without legrest and footrest

	•	on: In case you do not make another selection we will generally deliver the standard vers	ion.		
15	Footrest	s			
	CODE	DESCRIPTION	DEPTH	LSL*	
	54	One-piece footrest, 60 mm depth adjustable (in 4 steps) in frame colour, flip-up, height and angle adjustable	150 mm	380 - 520	
	87	One-piece footrest, 15 mm depth adjustable, in frame colour, flip-up, height and angle adjustable, up to SW 480 mm	100 mm	380 - 520	
	798	Divided footrests, height adjustable and flip-up and angle adjustable, not in combination with SW 300 / SW 320 / SW 340 / SW 360 mm	160 mm	380 - 520	
	808	Divided footrests, height and depth adjustable, flip-up and angle adjustable	150 mm	380 - 520	
	2093	Stepless adjustment of the calf length, just in combination with footrest hanger CODE 93		380 - 520	
	2092	Stepless adjustment of the calf length, just in combination with footrest hanger CODE 92		380 - 520	
	3532	Shortened lower leg length. Only in connection with upper part of leg rest CODE 293 not in combination with medium frame CODE 352 and long frame CODE 353		290 - 390	
		Required LSL mm (measured without seat cushion) * Please note: LSL 380 - 520 mm with frame CODE 352/353 and LSL 290 - 390 mm with	h frame CODE	351	
		LSL 290 - 390 mm only in combination with frame CODE 352/353, just in combination			
	Footrest	accessories			
	822	Shoe positioning strap (Pair)			
	823	Heel loops (Pair)			
	946	Calf straps for single footplates			
16	Frame co	lours			
	CODE	DESCRIPTION			
	130	Titanium grey			
	186	Magic blue			
	206	Matte black			
	212	Polar white*			
	216	Deep black			
	224	Blue metallic			
	227	Red metallic			
	4919	Silverline			
	4922	Green metallic			
	4923	Orange metallic			
Further	frame colours ca	n be selected on request at extra cost! Please have a look at the colour chart in the catalo	ogue preface!		
	CODE	DESCRIPTION	DESIRED	FRAME COLOUR	EURO€
	2205	Castor fork and Vario block in the color of choice. Not in combination with HEMI castor fork CODE 173/4906			

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

17 Seat and back upholstery colours

	CODE	DESCRIPTION	
	287	Deepblack, polyester	
	292	Vented net material, black (just for back)	

Wheelchairs accessories Hand and spoke guard

CODE	DESCRIPTION
489	Transparent

Anti-tip-wheels

	CODE	DESCRIPTION		
728 Anti-tip-wheels, swing-away (1 pair)		Anti-tip-wheels, swing-away (1 pair)		
	729	Anti-tip-wheel (1 piece), swing-away, mounted left		
	730	Anti-tip-wheel (1 piece), swing-away, mounted right		
	712	Anti-tip-wheel (1 piece), plug-in, removable, mounted left, just in combination with step tube CODE 4930		
	713	Anti-tip-wheel (1 piece), plug-in, removable, mounted right, just in combination with step tube CODE 4931		
	691	Anti-tip-wheels (1 pair), plug-in, removable, just in combination with step tubes CODE 309		

Step tubes

CODE	DESCRIPTION	
309	Step tubes (1 pair)	
4930	Step tube (1 piece), mounted left	
4931	Step tube (1 piece), mounted right	

	Please tick you	r choice in the boxes			
	Standard version: In case you do not make another selection we will generally deliver the standard version.				
	Therapy tables				
	CODE	DESCRIPTION			
	929	combination with adjustable for 300	de of plastic, transparent, adjustable for 380 - 580 mm seat width. Just in a side guard CODE 21, CODE 84 and CODE 107. With frame short CODE 351, 0 - 360 mm seat with, only in conjunction with side part CODE 81. Limited armrest height.		
	930		independent drivers , made of plastic, transparent, slip-on for defined, nt. Possible from seat width 380 mm. Just in combination with side guard 4 and CODE 107.		
	Therapy table, half left side , made of plastic, transparent, ergonomic shape. Only in conjunction with side part CODE 21 / CODE 84 / CODE 107				
	4663		If right side , made of plastic, transparent, ergonomic shape. on with side part CODE 21 / CODE 84 / CODE 107		
	: With 24" whee	els and a rear seat hei	ght of less than 470 mm, there is a resulting limitation in terms of armrest height with use o	of the therapy	
	Other acc	cessories			
	CODE	DESCRIPTION			
	585	Infusion stand "U	NIVERSAL"		
	833	Safety belt with le	ock		
$\overline{\Box}$	970	Crutch holder, jus	st in combination with step tube CODE 309, 4930 or 4931		
	819	Reflectors			
$\overline{\Box}$	912	Tyre pump with h	nolder		
一	936	Smooth plastic b	oard, transfer aid		
	951	Accessory net			
Informa	ation for ErgoSea	at Pro supports see sep	arate order form		
	Xtrends	accessories			
	CODE	DESCRIPTIO	N N		
	261519300	Active backpa	ack		
	261519600) Wheelcase "B	lack 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 re		ectors		
	206964600) 3M Spoke ref	lectors		
D	ate:		Signature:		

CODE 93/759/760

CODE 52/4507/4508

CODE 100

CODE 107



CODE 748











CODE 293

CODE 92/757/758

CODE 54

CODE 87

CODE 798



CODE 808

06

Determine the the horizontal rear wheel postion (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

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.