

# EUROCHAIR<sup>2</sup> XXL 2.850



Permissible user weight up to 160 / 200 kg



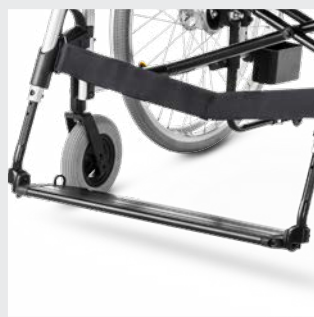
Suitable for passenger transport. Tested according to ISO 7176-19 (max. user weight 200 kg)



**MEYRA**<sup>®</sup>



Extremely sturdy



One-piece footboard



Increased stability with the use of a twin scissor mechanism



Height-adjustable side panel with depth-adjustable armrests as standard

## Maximum stability

### EFFICIENCY

- Serial supply means that custom design for larger and heavier users can be avoided
- As a fully equipped chair for active, permanent everyday use, this model can be used in a variety of ways and adapted individually
- The targeted use of rigid frame connecting elements gives the folding wheelchair the strength required for this purpose
- Extensive network of specialist retailers ensures a secure supply of spare parts over the longer term
- Easy adaptation enables optimum reuse

### THERAPEUTIC BENEFIT

- Numerous adjustment options on the chassis make driving easier. An ergonomic gripping angle relieves the strain on the shoulder joints
- Improved efficiency increases independence and supports optimum utilisation of available propelling forces, easier locomotion, greater manoeuvrability
- The addition of a transverse pushbar and/or a one-piece footboard gives the user the greatest possible support in the sitting position

### USE

- Especially suitable for heavy persons
- Long-term fitting with high adaptation requirement for independent mobility
- Primarily for use at home, but also in rehabilitation clinics for achieving therapeutic goals
- Use with various drive types

ORDER

COST ESTIMATE

CUSTOM DESIGN

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

Billing address / Customer ref. no.:

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Delivery address:

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Consignment / Comments:

**MEYRA**



Example

 Permissible user weight up to 160 / 200 / 300\* kg

 Suitable for passenger transport. Tested according to ISO 7176-19 (max. user weight 200 kg)

## EUROCHAIR<sup>2</sup> XXL 2.850

All prices subject to VAT at the prevailing rate! Valid from 01.01.2022 – 31.12.2022.  
Our Terms and Conditions as stated at [www.meyra.de/AGB](http://www.meyra.de/AGB) shall apply.  
Visit [www.meyra.de/measuring](http://www.meyra.de/measuring) for guidance on measuring.

### Specifications

Seat width	480	500	530	580	650
Width, ready to move	680	700	730	780	850
Width, folded	310				
Seat depth	430 / 460 / 490				
Seat height front / rear	variable 460 – 520				
Total height	930				
Back height	400 / 420 / 440 / 460 / 480 / 500				
Armrest height	210 - 260				
Length with footrest	max. 1,070				
Length without footrest	max. 840				

User weight max.*	160/200**
Empty weight from	19
Permissible total weight max.	185/225**
Transport weight	12
Drive wheel	610 (24")
Brake test according to STANDARD	7°

\* Caution! Max. user weight when using auxiliary drives 140 kg  
\*\* with Code 530

**Caution!**

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

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

Please select by ticking the relevant boxes

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

## 01 Seat width (SW)

CODE	NAME	
<input type="checkbox"/> 48	SW 480 mm	Up to 160 kg user weight
<input type="checkbox"/> 350	SW 500 mm	Up to 160 kg user weight
<input type="checkbox"/> 53	SW 530 mm	Up to 160 kg user weight
<input type="checkbox"/> 358	SW 580 mm	Up to 160 kg user weight
<input type="checkbox"/> 265	SW 650 mm	Up to 160 kg user weight

### User weight extension

<input type="checkbox"/> 530	SW 500 to 650 mm	<b>Reinforced version (seat belt, frame, rear side panel mount) up to 200 kg user weight</b> Only in conjunction with the following equipment:
<input type="checkbox"/> 814		Transverse pushbar
<input type="checkbox"/> 493		Stainless steel hand rims
<input type="checkbox"/> 442		Reinforced standard back with back height 420 mm
<input type="checkbox"/> 157		Ø 200 mm Flexel or
<input type="checkbox"/> 154		Ø 142 mm soft solid rubber

## 02 Seat depth (SD)

CODE	NAME
<input type="checkbox"/> 788	SD 430 mm
<input type="checkbox"/> 619	SD 460 mm
<input type="checkbox"/> 4105	SD 490 mm

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

Please select your required seat height by selecting a possible combination of seat height and wheel size. (Only 24 x 1 3/8" drive wheel).

CODE	Ø CASTOR WHEEL IN MM	FSH IN MM:														
		445	460	470	475	480	485	490	500	505	510	520	530	540	550	560
154	Ø 142 soft solid rubber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>						
161	Ø 180 PU				<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157/900	Ø 200 (Flexel)								<input type="checkbox"/>				<input type="checkbox"/>			

A standard castor wheel and the matching castor fork are automatically configured when the FSH is selected.  
The rear seat height is automatically determined by the standard seat tilt of approx. 4 degrees, corresponding to a difference of approx. 30 mm.

Please select by ticking the relevant boxes

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

#### 04 Seat cushion

	CODE	NAME
<input type="checkbox"/>	560	Seat cushion 30 mm
<input type="checkbox"/>	561	Seat cushion 60 mm
<input type="checkbox"/>	4980	Incontinence cover for seat cushion, black

#### 05 Hand rims and hand rim options

	CODE	NAME	Ø
<input type="checkbox"/>	494	Aluminium hand rims	24"
<input type="checkbox"/>	166	Silicone hand rim cover, smooth, black	24"
<input type="checkbox"/>	493	Stainless steel hand rims	24"
<input type="checkbox"/>	692	Narrow hand rim clearance	24"
<input type="checkbox"/>	693	Wide hand rim clearance (only in conjunction with CODE 493)	

#### 06 Tyres

	CODE	NAME	Ø
<input type="checkbox"/>	902	PU tyres, puncture-proof	24 x 1 3/8"

#### 07 Brakes

	CODE	NAME
<input type="checkbox"/>	651	Pressure brake for user
<input type="checkbox"/>	681	Brake lever extension
<input type="checkbox"/>	680/706	Pressure brake for user and drum brake for attendant
<input type="checkbox"/>	986	Brake lever extension, slip-on, one pair

Please select by ticking the relevant boxes

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

## 08 Back strap height

CODE	NAME	HEIGHT
642	Back strap, adjustable via hook and loop fasteners (Not in conjunction with CODE 530, reinforced version up to 200 kg)	<input type="checkbox"/> 400 mm
		<input checked="" type="checkbox"/> 420 mm
		<input type="checkbox"/> 440 mm
634	Back strap, adjustable via hook and loop fasteners (Not in conjunction with CODE 530, reinforced version up to 200 kg)	<input type="checkbox"/> 460 mm
		<input type="checkbox"/> 480 mm
		<input type="checkbox"/> 500 mm
575	Comfort back, ergonomic adjustment (Not in conjunction with CODE 530, reinforced version up to 200 kg)	<input type="checkbox"/> 400 mm
		<input type="checkbox"/> 420 mm
		<input type="checkbox"/> 440 mm
442	Standard back in reinforced version	<input type="checkbox"/> 400 mm
		<input type="checkbox"/> 420 mm
		<input type="checkbox"/> 440 mm

## 09 Backrest

CODE	NAME
<input checked="" type="checkbox"/> 622	Back with lumbar contour
<input type="checkbox"/> 621	Back without lumbar contour

### Backrest options

CODE	COMPATIBLE WITH CODE...	621	622	502
<input type="checkbox"/> 502	Push handle, mounted on back tube, infinitely variable height adjustable	●	●	
<input type="checkbox"/> 814	Transverse pushbar, stabilises the back in the event of heavier load	●	●	●




## 10 Side panels and armrests

Please observe the marked functional properties!

CODE	NAME
<input checked="" type="checkbox"/> 107	Side panels height-adjustable, swing-away, detachable, armrests depth-adjustable
<input type="checkbox"/> 70	Side panels long, aluminium, in frame colour
<input type="checkbox"/> 577	Side panels, steel, in frame colour

Please select by ticking the relevant boxes

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

**11 Legrests**  Detachable  Swing-away  Swivel up

CODE	NAME
<input type="checkbox"/> 94	Without legrests and footrests
<input type="checkbox"/> 93	Legrests, detachable and swing-away
<input type="checkbox"/> 759	Legrest CODE 93, <b>left</b> -mounted
<input type="checkbox"/> 760	Legrest CODE 93, <b>right</b> -mounted
<input type="checkbox"/> 92	Legrests, detachable, swing-away and swivel up In conjunction with footrests CODE 805, incl. knee pads
<input type="checkbox"/> 757/760	Legrest CODE 92 single, <b>left</b> -mounted (with CODE 93 right-mounted)
<input type="checkbox"/> 758/759	Legrest CODE 92 single, <b>right</b> -mounted (with CODE 93 left-mounted)
<input type="checkbox"/> 52	Amputee leg support, detachable, swing-away and swivel up, one pair
<input type="checkbox"/> 4507	Amputee leg support, single, <b>right</b> -mounted
<input type="checkbox"/> 4508	Amputee leg support, single, <b>left</b> -mounted

**12 Footrests**  Flip-up  Height-adjustable  Depth-adjustable  Angle-adjustable

CODE	NAME	DEPTH	LOWER LEG LENGTH
<input type="checkbox"/> 798	Two-piece footrest, flip-up, height and angle-adjustable	160	350 - 510
<input type="checkbox"/> 54	One-piece footrest, 60 mm depth-adjustable (in four steps), flip-up, height and angle-adjustable	150	380 - 520

**Required lower leg length in mm (measured without seat cushion)**  
Factory default setting of lower leg length from 350 to 520 mm depending on coding.

**Footrest accessories**

CODE	NAME
<input type="checkbox"/> 359	Single calf strap (pair)
<input type="checkbox"/> 822	Shoe holder straps (pair)

**13 Frame colour**

CODE	NAME
<input type="checkbox"/> 4919	Silverline

**14 Seat belt and back strap colours**

CODE	NAME
<input type="checkbox"/> 287	Jet black, polyester

Please select by ticking the relevant boxes

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

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**Wheelchair accessories****Hand protectors and spoke guards**

CODE	NAME
<input type="checkbox"/> 489	Transparent

**Support castor wheels**

<input type="checkbox"/> 691	Support castors, length-adjustable, detachable (one pair)
<input type="checkbox"/> 728	Support castors, <b>swing-away</b> , length-adjustable, detachable (one pair)
<input type="checkbox"/> 729	One support castor, <b>swing-away</b> , length-adjustable, detachable, <b>left</b> -mounted
<input type="checkbox"/> 730	One support castor, <b>swing-away</b> , length-adjustable, detachable, <b>right</b> -mounted

**Therapy tables**

<input type="checkbox"/> 929	Plastic therapy table, transparent, adjustable from 480 to 580 mm seat width
<input type="checkbox"/> 930	Plastic therapy table, transparent, push-on, up to seat width 58, with front upstand

With 24" wheels 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 CODE 929/930, i.e. the armrest has to be positioned correspondingly higher, as the lowest armrest position is then not possible.

**Other accessories**

<input type="checkbox"/> 585	Infusion stand "UNIVERSAL"
<input type="checkbox"/> 936	Sliding transfer board, plastic, for changing seats
<input type="checkbox"/> 833	Retainer strap
<input type="checkbox"/> 819	Passive lighting
<input type="checkbox"/> 970	Walking aid holder
<input type="checkbox"/> 951	Accessory net (shopping net)
<input type="checkbox"/> 962	Universal backpack with external compartment

Date:

Signature:

As at: 01.01.2022



### USER DETAILS

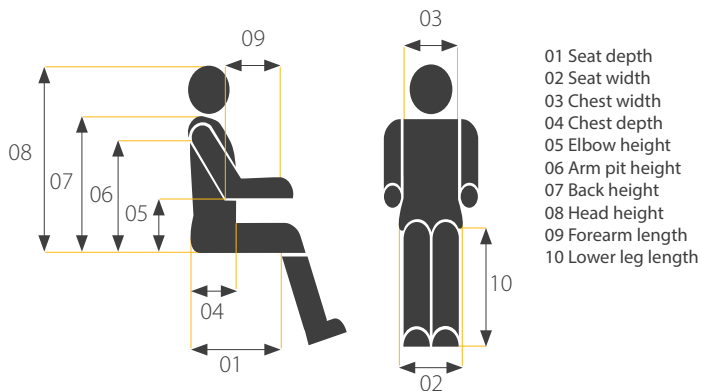
First name*:	<input type="text"/>
Last name*:	<input type="text"/>
House no./street:	<input type="text"/>
Postcode:	<input type="text"/>
Town/City*:	<input type="text"/>
Country:	<input type="text"/>
Date of birth*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>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

Please note that fields marked \* are mandatory!

### BODY MEASUREMENTS (IN MM):

Please refer to the sketches in the enclosed information!

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



All seat dimensions are always measured without seat cushion!

- 01 Seat depth
- 02 Seat width
- 03 Chest width
- 04 Chest depth
- 05 Elbow height
- 06 Arm pit height
- 07 Back height
- 08 Head height
- 09 Forearm length
- 10 Lower leg length

I hereby confirm that all details are complete and correct.  
I consent to the information/data I provide and the photos/videos taken of me being passed on to MEYRA GmbH (Meyra-Ring 2, 32689 Kalletal, Germany) and specialist retailers for the purposes of implementing the contract/manufacturing the product.

.....  
Date/signature

It is hereby confirmed that all details are complete and correct.

.....  
Date/signature of the specialist retailer

## 1. GENERAL - SCOPE OF APPLICATION

**1.1.** The following trading and delivery terms and conditions (T&C) of the company MEYRA GmbH shall be valid for all contracts concluded with the customers of the company. They shall also apply to all future transactions with the customer, even without a separate new agreement.

**1.2.** The customer accepts the T&C of MEYRA GmbH as binding for the present contract and also for all future contracts. Terms and conditions of the customer or third parties shall not apply. MEYRA GmbH shall not be bound by such terms and conditions, even if they are not expressly contradicted again in the individual case.

**1.3.** These conditions shall only apply if the customer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under public law.

## 2. OFFER, CONCLUSION OF CONTRACT

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

**2.2.** MEYRA GmbH can accept orders or commissions of the customer within 14 days of receipt by confirming the offer in writing.

**2.3.** Confirmation of the offer in writing constitutes conclusion of the contract; this shall also apply to any alterations or additions to the orders.

**2.4.** We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order. These documents may not be made accessible to third parties without our express written consent. Where we do not accept the customer's offer within the period specified in 2.2, these documents must be returned to us without delay.

## 3. PRICES

**3.1.** Prices are calculated exclusively in EURO. All prices are net prices. The respective statutory amount of value added tax shall be paid in addition.

**3.2.** Unless agreed otherwise in writing, our prices are ex works excluding packaging and shipping. Packaging and shipping costs shall be invoiced separately.

**3.3.** Insofar as list prices are used as a basis, the price list valid at the time the order is placed shall apply. Price changes shall be permissible if more than four months lie between the conclusion of the contract and the agreed delivery date. In the event of wages or material costs increasing thereafter until completion, we shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery.

**3.4.** For follow-up orders, MEYRA GmbH shall not be bound to the prices from a previous contract.

**3.5.** If the order value is below 150.00 € net value of goods, a minimum quantity surcharge of 9.50 € including freight shall be charged.

## 4. DISPATCH, TRANSFER OF RISK

**4.1.** The place of performance for deliveries is the registered office of MEYRA GmbH, unless expressly agreed otherwise.

**4.2.** If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods (including partial deliveries) have been handed over to the third party designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

**4.3.** In the event of claims due to transport damages or losses being asserted against MEYRA GmbH, the customer must note the damage on the freight documents or, in the event of losses, arrange for this to

be recorded immediately and notify us of this within one week.

**4.4.** Insurance against transport damage shall only be taken out at the express request and expense of the customer.

**4.5.** In the event of delays in handover or dispatch for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for dispatch.

**4.6.** Where the customer specifies no specific instructions, the choice of the transport route and means shall be made by MEYRA GmbH, without guarantee and liability for the cheapest and fastest mode of dispatch.

## 5. DELIVERY TIME, SCOPE OF DELIVERY

**5.1.** Prospective delivery periods are to be understood as estimated delivery periods, unless a specific date has been expressly stipulated in writing.

**5.2.** If the parties have agreed a delivery period, this shall commence on the date the order is confirmed. The delivery period shall be deemed to have been observed if the goods have left the factory or notification of readiness for dispatch has been given by the end of the delivery period.

**5.3.** Compliance with agreed delivery and performance dates assumes the timely receipt of all documents to be provided by the customer as well as the timely provision of all necessary information and the fulfilment of all other obligations by the customer. Should these conditions not be fulfilled on time, the deadlines shall be extended accordingly.

**5.4.** MEYRA GmbH shall not be liable for delays in delivery arising from force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. strike, operational disturbances, delayed delivery by our own suppliers, transport delays, unfavourable weather conditions, etc.) for which it is not responsible. The delivery period shall be extended by the duration of the temporary hindrance to performance for which MEYRA GmbH is not responsible, plus a reasonable period for resumption.

**5.5.** If the resulting delays exceed a period of six weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of performance concerned.

**5.6.** MEYRA GmbH shall be entitled to make partial deliveries insofar as the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods is guaranteed and no additional costs arise for the customer as a result.

## 6. PAYMENT

**6.1.** Invoice amounts must be paid in full to one of the bank accounts specified by us within 30 days of receipt of the invoice. If the invoice is not for a spare part delivery or a repair invoice, the customer shall be entitled to a 2% discount if payment is made within eight days of receipt of the invoice.

**6.2.** We shall only accept cheques and bills of exchange if this has been expressly agreed beforehand. Acceptance shall be on account of performance. Invoice adjustments for cheques and bills of exchange are subject to redemption. The value shall be credited effective as of the day we have access to the equivalent amount.

**6.3.** If the customer fails to pay on the due date, the outstanding amounts shall bear interest at 8% above the respective base interest rate p.a.. We reserve the right to assert higher damages caused by default.

**6.4.** In the event of the customer being in arrears with a payment, all other claims based on the same legal relationship shall become due for payment immediately without the need for separate notification.

**6.5.** The customer shall only be entitled to offset if his counterclaims have been legally established or are undisputed. The customer shall only be authorised to exercise a right of retention insofar as his counterclaim

is based on the same contractual relationship.

**6.6.** MEYRA GmbH shall be entitled to assign its claims from deliveries and services.

## 7. RETENTION OF TITLE

**7.1.** The goods delivered by MEYRA GmbH shall remain the property of MEYRA GmbH until complete settlement of all claims against the customer, including future claims.

**7.2.** The customer may sell the reserved goods in the ordinary course of business. He shall not be entitled to dispose of the goods in any other way, in particular by way of security assignment or pledge. The claims of the customer arising from the resale of the reserved goods (including other claims such as insurance claims or claims arising from unlawful acts in the event of loss or destruction) are hereby assigned to MEYRA GmbH by way of security. MEYRA GmbH accepts the assignment. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations. In the event of the customer being in default of payment, we shall be entitled to revoke the collection authorisation.

**7.3.** If the reserved goods are processed by the customer, it is hereby agreed that the processing shall take place in the name and for the account of MEYRA GmbH as manufacturer and that MEYRA GmbH shall directly acquire ownership or - if the processing takes place from or in connection with materials of several owners or the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the subject of delivery to the value of the newly created item. If MEYRA GmbH loses its property through combination or commingling, or if it should not become the owner of the subject of delivery in the case of processing, the customer shall hereby in advance transfer to MEYRA GmbH a co-ownership share in the uniform item corresponding to the proportional value of the subject of delivery. MEYRA GmbH hereby accepts the offer. The delivery shall be replaced by gratuitous custody.

**7.4.** The customer is obliged to inform us immediately of any access by third parties to the goods delivered under retention of title and to provide us with the information and documents required to assert our rights. At the same time the customer shall inform the third party of MEYRA GmbH's right of ownership without being called upon to do so. Any costs arising in this connection shall be borne by the customer.

**7.5.** MEYRA GmbH undertakes to release the securities to which it is entitled at the customer's request insofar as they exceed the value of the claims to be secured by more than 20%. The selection of the securities to be released is incumbent upon MEYRA GmbH.

**7.6.** In the event of an insolvency petition concerning the customer, we hereby prohibit the resale or processing of our reserved goods and revoke our authorisation to collect the claims assigned to us.

**7.7.** In the event of default in payment by the customer, we shall be entitled to demand immediate surrender of the reserved goods.

## 8. GUARANTEE / LIABILITY

**8.1.** The customer shall inspect the delivered goods immediately upon delivery. Insofar as obvious defects are concerned or defects that would have been found in the course of a thorough inspection, the customer must notify us of complaints in writing within one week of receipt of the delivery. After expiry of this period, any liability for these defects shall be excluded. Guarantee claims for concealed defects shall only exist if they are notified to us in writing within one week of being detected.

**8.2.** In cases of defective delivery, we shall have the right, at our discretion, to repair the defective item or to replace it with a new delivery free of defect. The customer is obliged to make the defective item available to us free of charge for inspection and rec-

tification. If the rectification of defects or subsequent delivery does not succeed, if it is not provided within a reasonable period of time or if it is rejected by us, the customer may, at his discretion, withdraw from the contract or reduce the purchase price. It is not necessary to set a time limit in cases where this is not required by law.

**8.3.** The guarantee shall lapse if the customer changes the subject of delivery or has it changed by third parties without our consent and the removal of the defect is thereby rendered impossible or unreasonably difficult. The customer shall, however, in any case bear the additional costs of remedying the defect incurred as a result of the change.

**8.4.** Any guarantee which we may assume towards the first user of the rehabilitation equipment shall not be affected by the above provisions.

**8.5.** Excluded from the warranty is the function-related wear of all articles, assemblies, batteries and spare parts supplied by us, as well as the inappropriate or improper storage, use or handling of the goods.

**8.6.** Further claims of the customer, in particular for damages instead of performance and for compensation of any other direct or indirect damage - including accompanying or consequential damage, irrespective of the legal basis - are excluded. This shall not apply if MEYRA GmbH has fraudulently concealed a legal or material defect or if the damage is based on intent or gross negligence of MEYRA GmbH, its legal representatives or vicarious agents or a negligent violation of essential contractual obligations exists. Essential contractual obligations are such obligations of which the fulfilment is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. In the case of damage to property and financial losses caused by slight negligence, however, the liability of MEYRA GmbH to pay compensation is limited in amount to foreseeable damage typical for this type of contract. Furthermore, physical injury and/or damage to health caused by a culpable breach of duty on the part of MEYRA GmbH, its legal representatives or vicarious agents are not excluded.

**8.7.** Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

## **9. LIMITATION**

Claims of the customer on account of material defects shall become time-barred two years after handover/delivery of the goods to the customer. The period of limitation for replacement devices and repairs shall be one year from handover/delivery of the goods to the customer. Excluded from this are claims for damages due to injury to life, limb or health and/or claims for damages on account of grossly negligent or intentionally caused damage by MEYRA GmbH or its vicarious agents. In this respect, the statutory limitation periods shall apply.

### **9.1. REPLACEMENT DEVICE SERVICE**

Irrespective of the guarantee, MEYRA GmbH shall offer its customers the option of replacing defective devices with refurbished ones. The following provisions shall apply in respect of these devices offered in exchange:

- Replacement devices are refurbished and technically in order.

- The defective device must be returned to MEYRA GmbH

free of charge within 15 working days. The returned device shall become our property.

- If the device is not returned, we shall charge 95% of the new retail price for the replacement device delivered.

- The returned device must correspond to the type and design of the delivered replacement device. Moreover the device must be reusable and may only show signs of wear

appropriate to normal use.

- It is incumbent upon MEYRA GmbH to assess whether the returned device fulfils the aforementioned conditions.

MEYRA GmbH Should the conditions not be met, we shall also charge the aforementioned amount less the residual value of the returned device for the delivered replacement device.

## **10. PRODUCT SAFETY**

### **10.1. PRODUCT RECALL**

In the event of a product recall being necessary on account of a defect in the delivered goods or due to existing legal obligations, the customer is obliged to cooperate in implementing the product recall in order to enable an efficient execution thereof. In particular, the customer is obliged in the event of a necessary product recall to inform MEYRA GmbH about the whereabouts of the subjects of delivery in the further supply chain up to the end customer. For this purpose, the customer must maintain suitable documentation on an on-going basis about the whereabouts of the goods and make this available to MEYRA GmbH on request. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the obligations to cooperate specified here in order to ensure the execution of an efficient product recall.

**10.2.** The customer is obliged to instruct end customers in the handling and use of the delivered products by trained specialist staff. Insofar as the customer supplies the delivered goods to resellers, the customer is obliged to contractually impose on the reseller the duty to instruct in handling and use of the delivered product specified here.

### **11. LIABILITY FOR CONSTRUCTIONAL MODIFICATIONS**

Attention is drawn to the fact that stricter statutory provisions apply in the case of MY INDIVIDUAL. Constructional modifications of MEYRA GmbH articles by the customer or a third party commissioned by him are only permissible if they comply with the safety requirements and have previously been consented to in writing by our management. For this purpose, a modified model and a design drawing shall be made available to us on request. In the event of constructional changes being made without the written consent of our management and damage arising to third parties as a result of the changes for which we are liable in the external relationship, the customer is obliged to indemnify us in the internal relationship against all claims of the third party.

### **12A. RETURN OF FINISHED PRODUCTS AND ASSEMBLIES**

Goods returned without an enclosed copy of the delivery note or invoice will not be accepted for return. Goods returned (in their original packaging and absolutely as new) will be credited with 80% of the net value of the goods. Excluded from return are articles delivered more than three months previously, MY INDIVIDUAL, hygiene products, used and/or filled batteries and articles under €100.00 net commodity value. Individually manufactured wheelchairs (e.g. children's and adaptive wheelchairs) are likewise excluded. The sender shall bear the transport risk. Any cleaning and/or disinfection costs incurred in connection with approved returns will be charged at a flat rate of at least €79 net.

### **12B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS**

**12B.1.** It is not possible to cancel orders without the prior consent of MEYRA GmbH.

**12B.2.** Cancellations must be made in writing.

**12B.3.** If the cancellation of finished, deliverable prod-

ucts has been approved, the following shall apply:

- Rehabilitation articles will be credited in full.

Custom wheelchairs and sports wheelchairs will not be accepted for cancellation.

- In the event of cancellation of adaptive wheelchairs, 20% of the net value of the goods will be retained.

The cancellation fee for power chairs and scooters is 5%. A 10% cancellation fee will be charged for standard and lightweight wheelchairs.

### **12C. RETURN / DISPOSAL**

Our prices are exclusive of the costs for the return and disposal of complete old devices of users other than private households. On request, we shall also organise the return and reuse/disposal of such devices, insofar as these were sold by us, against reimbursement of the costs incurred. Returns are not possible without the prior consent of MEYRA GmbH.

### **13. USE OF PERSONAL DATA**

We are entitled to store personal data about the customer within the scope of the legal provisions, in particular the General Data Protection Regulation, and to process such data within the company.

### **14. PLACE OF JURISDICTION, APPLICABLE**

law, severability clause

**14.1.** Unless expressly agreed otherwise, the place of performance shall be the registered office of MEYRA GmbH in Kalletal-Kalldorf.

**14.2.** For all legal disputes arising from the contractual relationship, the place of jurisdiction shall be determined by our registered office in Kalletal-Kalldorf. We are also entitled to bring legal action against the customer at his place of jurisdiction.

**14.3.** The law of the Federal Republic of Germany shall apply while excluding the UN Convention on Contracts for the International Sale of Goods.

**14.4.** Should individual provisions of these Terms and Conditions be wholly or partially void or ineffective, the validity of the remaining provisions shall remain unaffected.