

# NEMO VERTICAL

1.595



Authorised client weight  
100 kg + 10 kg additional load



**MEYRA®**



Always finding the right position



Standing function



Lying function



High seat width variance

## The new multifunctional powered wheelchair

### **COST EFFECTIVENESS**

- modular seat unit for effective long-term care
- long life and high durability as a result of the use of high-end materials
- continually adjustable options for changing user needs thanks to the variety of accessory options, special controls and seat adjustments, which prevent the need to swap to other or new aids
- secured, long-term supply of spare parts thanks to extensive network of specialist retailers and supply
- the open frame construction makes it service-friendly

### **THERAPEUTIC BENEFITS**

- the multifunctional seat unit that comes as standard supports a huge range of individual adjustment options for long-term sitting, while ensuring physiological sitting and standing up in every position
- modular design and numerous possibilities thanks to therapeutic adjustment with comprehensive special equipment, e.g. individually adaptable special control units
- the new chassis design - the all-round spring mounted chassis, front rear wheels, excellent manoeuvrability in small spaces combined with directionally stable outdoor mobility - gives the user independent mobility
- 4-wheel suspension prevents vibrations and ensures constant contact to ground
- stand-up function works in any position, change in position possible at any time

### **APPLICATIONS**

- for both indoors and out
- for independent mobility and permanent and all-day use, especially for users with advanced functional disorders, e.g. acquired or hereditary paraplegia, traumatic brain injury, muscle disorders in advanced states (like muscular dystrophy), persons with MS in an advanced state, cerebral palsy and spina bifida

ORDER

QUOTATION

CUSTOM-MADE VERSION

**Please fax your completed order form to: +49 (0) 5733 922 9311 Customer service: +49 (0) 5733 922 311**

Invoice address / customer no:

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Delivery address:

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Consignment / remarks:

**MEYRA®**



**Authorised client weight**  
100 kg + 10 kg additional loading

## NEMO VERTICAL 1.595

(Price for basic model, incl. batteries and battery charger, seat and back cushions, seat lift, standing function from a seated position, electric armrests and legrests, biomechanical back, electric backrest adjustment, incl. chest strap):

All prices exclude VAT at the statutory rate. Valid from 01.01.2016 to 31.12.2016.  
Our general terms and conditions apply, which can be found on [www.meyra.de/en/gtc](http://www.meyra.de/en/gtc).



### Technical data

Seat width Senior <sup>1)</sup>	320 - 540
Seat width Junior <sup>1)</sup>	200 - 360
Seat depth Senior	430 - 550
Seat depth Junior	350 - 470
Seat height <sup>2)</sup>	560 - 860 <sup>5)</sup>
Electric tilt-in-space	25°
Back height	580
Back tilt	90° - 150°
Shank length Senior	380 - 530
Shank length Junior	290 - 450
Armrest height Senior	200 - 235

Armrest height Junior	170 - 205
Length with footrest	1,200
Width	660
Height without headrest	1,130
Transport dimension length	950
Transport width	660
Transport height	1,050
Wheel size front	356 x 84 (14")
Wheel size rear	230 x 70 (9")
max. obstacle height <sup>3)</sup>	70
Turning radius	700
Range with Batteries 63 Ah (5h), 73 Ah (20h) maintenance-free, in km	ca. 35

Please tick your choice in the boxes

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

## Technical data

### WEIGHTS IN KG

Empty transport weight min.	185
Client weight max.	100
Permitted overall weight	295
Additional loading max.	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 ± 10 mm / 0,39 inch**  
**The specifications are subject to constructional changes.**  
**The ventilator weight must not exceed 10 kg.**

### PERFORMANCES

Driving speed	6
Motor performance W 6 km/h	2 x 300
Permitted gradient	12 %
Type of steering	indirect

- 1) adjustable through the hip cushions by 220 mm
- 2) in connection with tilt-in-space up to 1,010 mm possible
- 3) 40 mm with additional support wheels
- 4) 35 km at 6 km/h
- 5) Seat height rear, incl. cushion (front 570 mm at a seat angle of 2°)
- 6) See also Category 00 on range performance

### USER DATA

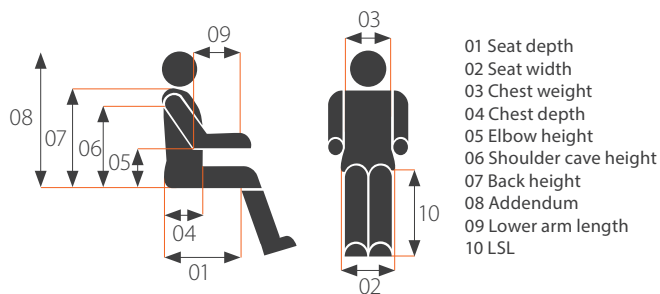
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Name*:	<input type="text"/>
Street:	<input type="text"/>
Postal zip CODE:	<input type="text"/>
Place*:	<input type="text"/>
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Birthday*:	<input type="text"/>
Diagnosis -1-:	<input type="text"/>
Diagnosis -2-:	<input type="text"/>
Telephone:	<input type="text"/>
Mobile phone:	<input type="text"/>
E-Mail:	<input type="text"/>
Order number:	<input type="text"/>

\*Obligation input fields!

### ANATOMICAL MEASURES (IN MM):

See sketches in the enclosed information for identification.

1) Seat depth* :	<input type="text"/>
2) Seat width:	<input type="text"/>
3) Chest weight:	<input type="text"/>
4) Chest depth:	<input type="text"/>
5) Elbow height:	<input type="text"/>
6) Shoulder cave height:	<input type="text"/>
7) Back height:	<input type="text"/>
8) Addendum:	<input type="text"/>
9) Lower arm length:	<input type="text"/>
10) LSL*:	<input type="text"/>
Body size*:	<input type="text"/>
Weight (kg)*:	<input type="text"/>



I hereby certify that all information has been recorded complete and correct and made pictures of me may be disclosed to third parties.

.....  
 Date/Signature

This is to certify that all information acquired complete and correct.

.....  
 Date / Signature of Dealer

Please tick your choice in the boxes

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

## 00 Chassis / Motorisation

CODE	DESCRIPTION	Speed	Batteries	Range	
<input type="checkbox"/> 115/85	6 km/h	2 x 300 W	ca. 35 km		
<input type="checkbox"/> 117/918	10 km/h including ESP	2 x 300 W	ca. 30 km	ESP drive stabilisation module	

So in practice the max. range performance may reduce to under 50 % of the rated value.

### Suspension

<input type="checkbox"/> 875	Chassis suspension to 100 kg adjustable via spring preload.
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### Lighting

<input type="checkbox"/> 932	Active LED lighting front and rear
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## 01 Seat width (SW) in combination with ergonomical Seat unit

CODE	BEZEICHNUNG	
<input type="checkbox"/> 604	SW 320 - 540 mm	The seat width is on the pelvic supports by 220 mm internally adjustable, please specify the exact SW, just in combination with pelvic support CODE 4933
<input type="checkbox"/> 603	SW 200 - 360 mm junior	The seat width is on the pelvic supports by 220 mm internally adjustable, please specify the exact SW, just in combination with pelvic support CODE 4933

## 02 Seat depth (SD)

CODE	DESCRIPTION	
<input type="checkbox"/> 4944	SD 430 - 490 mm	In 20 mm steps on the back unit adjustable
<input type="checkbox"/> 4945	SD 510 - 550 mm	In 20 mm steps on the back unit adjustable
<input type="checkbox"/> 4942	SD 350 - 410 mm junior	In 20 mm steps on the back unit adjustable
<input type="checkbox"/> 4943	SD 430 - 470 mm junior	In 20 mm steps on the back unit adjustable

Please tick your choice in the boxes

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

### 03 Seat unit options and accessories

CODE	DESCRIPTION
<input type="checkbox"/> 727	<b>Without</b> Seat and Back cushion

#### Accessories

<input type="checkbox"/> 814	Push bar
<input type="checkbox"/> 659	Chest belt for torso stabilization
<input type="checkbox"/> 833	Safety belt with lock
<input type="checkbox"/> 589	4-point seatbelt
<input type="checkbox"/> 4938	Chest handle
<input type="checkbox"/> 590	Abduction wedge
<input type="checkbox"/> 4933	Pelvic supports and abduction guidance
<input type="checkbox"/> 957	Torso pelottes
<input type="checkbox"/> 4946	Lumbal support (Foam material)
<input type="checkbox"/> 4947	Lumbal support, inflatable
<input type="checkbox"/> 913	Standard headrest, suitable for transport in the BTW
<input type="checkbox"/> 956	Headrest with side supports
<input type="checkbox"/> 824	Mud guard

### 04 Electric tilt-in-space

CODE	DESCRIPTION
<input type="checkbox"/> 111	<b>Without</b> tilt-in-space
<input type="checkbox"/> 118	Electric tilt-in-space stepless by 25°
<input type="checkbox"/> 4939	seat height adjustment by a further 150 mm, in addition to the tilt-in-space, just in combination with tilt-in-space CODE 118

### 05 Back systems and Options

CODE	DESCRIPTION
<input type="checkbox"/> 350	Back cushion 580 mm height with 500 mm seat width
<input type="checkbox"/> 25	Electric back adjustment by 90° - 150°
<input type="checkbox"/> 4932	<b>Back-to-measure, custom-made</b>

Please tick your choice in the boxes

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

## 06 Vertical and combination functions

CODE	DESCRIPTION
<input type="checkbox"/> 4934	Driving while standing (3 km/h)
<input type="checkbox"/> 4948	Combination function (sit-stand-lie)

## 07 Side guards and armrests

CODE	DESCRIPTION
<input type="checkbox"/> 84	Padded armrest, ergonomically contact following, mechanical adjustable height and width
<input type="checkbox"/> 83	Padded armrest, ergonomically contact following, mechanical adjustable height and width, for the Junior version

## 08 Legrests and footrests and accessories

CODE	DESCRIPTION
<input type="checkbox"/> 4935	Electrically adjustable leg rest, with footplate with 200 mm length compensation, LSL 380 - 530 mm
<input type="checkbox"/> 4936	Electrically adjustable leg rest, with footplate, with 160 mm length compensation, LSL 290 - 450 mm, for the Junior version
<input type="checkbox"/> 314	Footrest to size custom-made
<input type="checkbox"/> 4949	Retractable footrest as a transfer aid

### Accessories

CODE	DESCRIPTION
<input type="checkbox"/> 316	Knee pads with side molding
<input type="checkbox"/> 945	Calf pad

Please tick your choice in the boxes

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

### 09 Rear wheel tyres and castor tyres (rims)

	CODE	DESCRIPTION	Ø MM
<input type="checkbox"/>	482	Driving wheels pneumatic tyres with aluminium rims	356 x 84
<input type="checkbox"/>	481	Castors pneumatic tyres with aluminium rims	230 x 70
<input type="checkbox"/>	904	Puncture-proof tyres (filled with foam) with aluminium rims Just in combination with colour grey CODE 909	

#### Colours for tyres and wheels

	CODE	DESCRIPTION
<input type="checkbox"/>	909	Tyre grey
<input type="checkbox"/>	908	Tyre black

### 10 Frame colours / chassis colours

	CODE	DESCRIPTION
<input type="checkbox"/>	183	Silver metallic
<input type="checkbox"/>	4066	Tornado-red

Further frame colours can be selected on request at extra cost! Please have a look at the colour chart in the catalogue preface!

#### Pad and cover colours

<input type="checkbox"/>	258	Textile, anthracite-red
<input type="checkbox"/>	270	Textile, anthracite-grey
<input type="checkbox"/>	254	artificial leather, black

### 11 Joystick modules and accessories

<input type="checkbox"/>	74	Mounting and operation right, length adjustable, swing aside
<input type="checkbox"/>	702/416	Joystick module R-NET with LCD colour display
<input type="checkbox"/>	4571	OMNI Surround control
<input type="checkbox"/>	60	Mounting and operation left, length adjustable, swing aside



Please tick your choice in the boxes

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

### Alternative joystick modules and digital control modules

CODE	BEZEICHNUNG
<input type="checkbox"/> 778	External on/off switch, green, diameter 30 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant.
<input type="checkbox"/> 779	External on/off switch, yellow, diameter 30 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant.
<input type="checkbox"/> 596	External on/off switch, yellow, diameter 63 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant.
<input type="checkbox"/> 543	External on/off switch, green, diameter 63 mm, for clients, who have difficulties with the joystick module, or as emergency switch for the attendant.
<input type="checkbox"/> 851	Joystick module holder for the second control module, for an attendant, plug selectable
<input type="checkbox"/> 794	Bluetooth PC mouse control
<input type="checkbox"/> 4789	Additional joystick module with priority function for attendant
<input type="checkbox"/> 657	External module for the direct activation of electric adjustment, 5 fold
<input type="checkbox"/> 4660	Table-operated control, swing-away to the right
<input type="checkbox"/> 4661	Table-operated control, swing-away to the left
<input type="checkbox"/> 4940	Neckband holder in combination with CODE 4611 oder 4612
<input type="checkbox"/> 813	Table operation, swingable, with LED display (not to be combined with CODE 657)
<input type="checkbox"/> 810	Chin operation, mechanic swing-away to the side. Just in combination with joystick module R-NET CODE 702 and OMNI Surround control CODE 4571.
<input type="checkbox"/> 4611	MicroPilot zero-displacement joystick, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4612	MicroGuide way-joystick, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4600	MicroPilot zero-displacement joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 4601	MicroGuide way-joystick including wrist rest and holding fixture, just in combination with OMNI, CODE 4571
<input type="checkbox"/> 565	Chin operation, electric swing-away to the side. Just in combination with joystick module R-NET CODE 702 and OMNI Sourround control CODE 4571.

Please tick your choice in the boxes

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

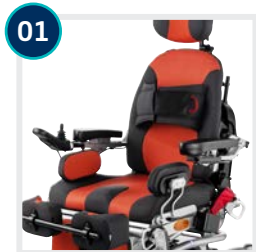
### Joystick attachments

<input type="checkbox"/>	4608	Joystick attachment MicroGuide/MicroPilot Cork, without spring
<input type="checkbox"/>	4609	Joystick attachment MicroGuide/MicroPilot colourful, without spring
<input type="checkbox"/>	4610	Joystick attachment MicroGuide/MicroPilot blue, without spring
<input type="checkbox"/>	4589	Cone handle
<input type="checkbox"/>	4590	Ball handle
<input type="checkbox"/>	4593	Stick handle
<input type="checkbox"/>	4594	Knob handle
<input type="checkbox"/>	4595	Softball
<input type="checkbox"/>	734	Tetra fork horizontal, adjustable to hand's breadth
<input type="checkbox"/>	4591	T-handle
<input type="checkbox"/>	553	Tetra fork vertical
<input type="checkbox"/>	556	Tetra fork horizontal
<input type="checkbox"/>	4602	Joystick attachment MicroPilot Cork, with spring, soft
<input type="checkbox"/>	4603	Joystick attachment MicroPilot Cork, with spring, medium
<input type="checkbox"/>	4604	Joystick attachment MicroPilot colourful, with spring, soft
<input type="checkbox"/>	4605	Joystick attachment MicroPilot colourful, with spring, medium
<input type="checkbox"/>	4606	Joystick attachment MicroPilot blue, with spring, soft
<input type="checkbox"/>	4607	Joystick attachment MicroPilot blue, with spring, medium

### 12 Wheelchair accessories

CODE	DESCRIPTION
<input type="checkbox"/>	676 Rear reflecting plate acc. to ECE R69
<input type="checkbox"/>	539 Stronger horn
<input type="checkbox"/>	927 Rear-view mirror
<input type="checkbox"/>	4657 Mount for ventilator custom-made, special order.
<input type="checkbox"/>	930 Therapy table, swing-away
<input type="checkbox"/>	261519300 MEYRA-Active backpack
<input type="checkbox"/>	936 Slide board made of plastics

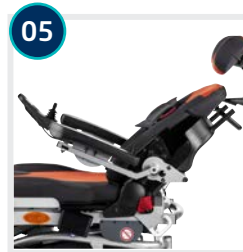
Date:	Signature:
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01  
CODE 604/603



04  
CODE 4939



05  
CODE 25



06  
CODE 4934



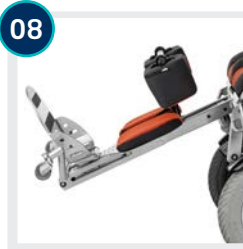
06  
CODE 4948



07  
CODE 83



08  
CODE 4949



08  
CODE 4935 / 4936



10  
CODE 183



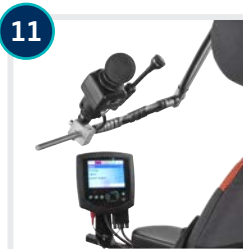
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CODE 4066



11  
CODE 702/416/678



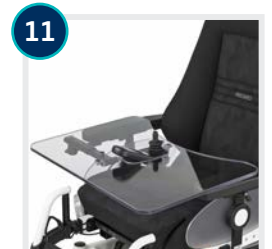
11  
CODE 4571



11  
CODE 565



11  
CODE 657



11  
CODE 4660/4661



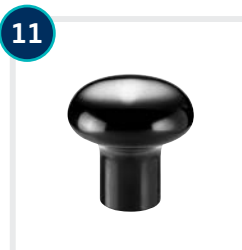
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CODE 553



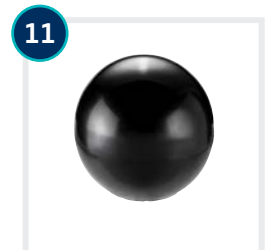
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CODE 556



11  
CODE 734



11  
CODE 4589



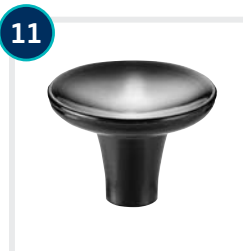
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CODE 4590



11  
CODE 4591



11  
CODE 4593



11  
CODE 4594



11  
CODE 4595



11  
CODE 4606/4607



CODE 4602/4603



CODE 4604/4605



CODE 4940



CODE 4789

## 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 be 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 deposit.

**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 function-related 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. 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.

## **11A. 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.

## **11B. ORDER CANCELLATIONS FOR FINISHED PRODUCTS**

**11B.1.** Order cancellations without the prior agreement of MEYRA GmbH shall not be permitted.

**11B.2.** Cancellations shall be made in writing.

**11B.3.** Should an agreement be reached regarding the cancellation of finished products which are ready for delivery, the following shall apply:

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

- 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%.

## **11C. 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.

## **12. 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 *Bundesdatenschutzgesetz* [German Data Protection Act].

## **13. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE**

**13.1.** Unless expressly agreed to the contrary, the place of performance shall be the premises of MEYRA GmbH in Kalletal-Kalldorf.

**13.2.** 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.

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

**13.4.** 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.