

AVANTI JUNIOR

1.736



Authorised user weight of
75 kg



Authorised for car transport!
Tested according to ISO 7176-19





3° wheel camber



Seat inclination up to 12° for precise adjustment options (series)



Unique brake with extremely low actuation force



Attractive for your everyday activities

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
- 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

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.:

Delivery address:

Consignment/remarks:

MEYRA®



 **Authorised user weight of 75 kg**

 **Authorised for car transport! Tested according to ISO 7176-19**

AVANTI JUNIOR 1.736

All prices exclude VAT at the statutory rate. Valid from 01.01.2022 to 31.12.2022.
Our Terms and Conditions as stated at www.meyra.de/AGB shall apply.
Find out more about this product at www.meyra.de.

Technical data

Seat width	300 - 360
Width ready to go	Seat width + 200 (with side guard CODE 100 SW + 180)
Width folded	280
Seat depth	330 - 380
Seat height front /rear	425 - 495 / 400 - 465
Overall height	830
Back rest height	340 - 400
Arm support height (CODE 81)	165 - 240
Length with footrests	880
Length without footrests	660

Client weight	75
Min. empty weight	12
Permitted overall weight	87
Transport weight	8
Rear wheel	560 (22")

**Dimensions in mm (1 inch = 254 mm), Weights in kg (1 pd = 0.45 kg),
Speed in kmh (1 mph = 1.61 km/h), Tolerance ± 10 mm / 0.39 inch
The specifications are subject to constructional changes.**

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

The frame form guarantees maximal legroom and optimal transfer from/to standing

	CODE	NAME	SD	CLIENT WEIGHT MAX.
<input type="checkbox"/>	351	Frame short	330 - 380 mm	75 kg

Consider and select your seat depth in category 02!

01 Seat width (SW)

	CODE	NAME
<input type="checkbox"/>	30	SW 300 mm
<input type="checkbox"/>	32	SW 320 mm
<input type="checkbox"/>	34	SW 340 mm
<input type="checkbox"/>	36	SW 360 mm

02 Seat depth (SD)

	CODE	NAME
<input type="checkbox"/>	393	SD 330 mm
<input type="checkbox"/>	610	SD 350 mm
<input type="checkbox"/>	368	SD 380 mm

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

Horizontal columns = seat heights in mm Vertical line = Ø castor sizes in mm

Please select your desired seat height through the combination of seat height and wheel size.
The maximum admissible seat height differenz between front and rear seat height is amounts to 80 mm!

Ø CASTOR	Front Seat height FSH							
	430	440	450	460	470	480	490	500
Ø 125 CODE 325	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ø 142 CODE 154		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ø 150 CODE 143		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

With the selection of the FSH the castor and the suitable castor fork are automatically configured.

Please tick your choice in the boxes

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

Seat height option front (FSH) for Hemiplegics

CODE	NAME
<input type="checkbox"/> 173/4906	HEMI castor fork, short, flared for more footroom, for FSH 390 and 420 mm, incl. Castor 125 mm CODE 325

Xtrends castors

CODE	ARTICLE	DESCRIPTION	RIM	TYRES	Ø X W
<input type="checkbox"/> 689	1072386	Castor (pair)	Alu silver	Solid rubber	125 x 32 mm

04 Seat height rear (RSH) combined with rear wheel (without seat cushion)

Horizontal columns = seat heights in mm Vertical line = Ø rear wheel

The maximum admissible seat height differenz between front and rear seat height is amounts to 80 mm!

	400	410	420	440	450	460	470
Ø 22 x 1"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

05 Horizontal rear wheel position (centre of gravity adjustment (see enclosed information))

Measuring method: middle of back tube to middle of axle

POSITION	A	B	C	D
Selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

06 Rear wheels combined with seat height

CODE	NAME	Ø
<input type="checkbox"/> 651	Standard wheel with quick release axle	22"

Please select your handrim in category 08 and the tyres in category 09. Consider the tyre width!
As an option select Xtrends rear wheels incl. handrims and tyres instead of rear wheels CODE 651.

Xtrends rear wheels

CODE	ARTICLE	NAME	Ø
<input type="checkbox"/> 688	1068965	Ultra Light incl. 8 bar high pressure tyres and aluminium handrim (pair)	22 x 1"

Rear wheel options

CODE	NAME
<input type="checkbox"/> 880	60 mm Wheel base extension

Please tick your choice in the boxes

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

Wheel camber

CODE	NAME
<input type="checkbox"/> 907	3° wheel camber, not in combination with drum brake CODE 706 and/or wheel base extension CODE 880

07 Handrims and handrim options

CODE	NAME	Ø
<input type="checkbox"/> 494	Aluminium	22"
<input type="checkbox"/> 166	Handrim coating made of silicone, smooth, black	22"
<input type="checkbox"/> 692	Handrim space 15 mm	22"
<input type="checkbox"/> 693	Handrim space 25 mm	22"

08 Tyres

CODE	NAME	Ø
<input type="checkbox"/> 486	Pneumatic tyres with groove profile	22 x 1"
<input type="checkbox"/> 902	Puncture proof tyres	22 x 1"
<input type="checkbox"/> 897	Schwalbe Marathon Plus Evolution tyres, protected against breakdowns	22 x 1"
<input type="checkbox"/> 363	Schwalbe ONE tyres, without profile, protected against breakdowns	22 x 1"

09 Back upholstery height (BH)

CODE	NAME	HEIGHT
<input type="checkbox"/> 434 / 575	Back upholstery, adjustable tension with straps	340 mm
<input type="checkbox"/> 436 / 575	Back upholstery, adjustable tension with straps	360 mm
<input type="checkbox"/> 438 / 575	Back upholstery, adjustable tension with straps	380 mm
<input type="checkbox"/> 635 / 575	Back upholstery, adjustable tension with straps	400 mm

Please tick your choice in the boxes

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

10 Backrest

CODE	NAME
<input type="checkbox"/> 621	Back without lumbar bent
<input type="checkbox"/> 622	Lumbar bent back
<input type="checkbox"/> 29	Back, angle adjustable from the seat +- 15° in 5° steps

Backrest options

CODE	COMPATIBLE WITH CODE...	621	622
<input type="checkbox"/> 238	Stabilizing bracket for the back, folding. Not in combination with push bar CODE 502. From seat width 320 mm.	●	●
<input type="checkbox"/> 410	Push handles long	●	●
<input type="checkbox"/> 413	Push handles short, not in combination with push bar CODE 814, not in combination with drum brakes CODE 706	●	●
<input type="checkbox"/> 502	Push handle, mounted on the back tube, stepless adjustable up to 170 mm	●	●
<input type="checkbox"/> 814	Push bar transverse, stabilises the back under strain. Just in combination with push handle long CODE 410	●	●
<input type="checkbox"/> 913	Headrest, just in combination with push bar CODE 814	●	●

11 Ride® Java® Back Regular

WIDTH INSIDE FOAM	FITS WHEELCHAIR WIDTHS	OVERALL BACK WIDTH	BACK HEIGHT	CODE
HEIGHT: REGULAR 360 mm – DEPTH: REGULAR (80 mm)				
<input type="checkbox"/> 330 mm	350 - 430 mm	360 mm	360 mm	7552
HEIGHT: REGULAR 360 mm – DEPTH: DEEP (150 mm)				
<input type="checkbox"/> 330 mm	350 - 430 mm	360 mm	360 mm	7559

Ride® Java® Back Tall

WIDTH INSIDE FOAM	FITS WHEELCHAIR WIDTHS	OVERALL BACK WIDTH	BACK HEIGHT	CODE
HEIGHT: TALL – DEPTH: REGULAR (80 mm)				
<input type="checkbox"/> 330 mm	350 - 430 mm	360 mm	460 mm	7566
HEIGHT: TALL – DEPTH: DEEP (150 mm)				
<input type="checkbox"/> 330 mm	350 - 430 mm	360 mm	460 mm	7573

Please tick your choice in the boxes

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

12 Seat belt / Seat cushion

CODE	NAME
<input type="checkbox"/> 560	Seat cushion, Trevira CS, black 30 mm
<input type="checkbox"/> 561	Seat cushion, Trevira CS, black 60 mm
<input type="checkbox"/> 247	Seat belt sag can be retightened
<input type="checkbox"/> 4976	1066353* Seaty seat padding, anatomically formed seat

Seaty adaption

Please specify only the SEATY dimensions!
 With SEATY the seat height increases by 30 mm
 * SW wheelchair = SEATY seat width + 30 mm

Seat width in mm: Seat depth in mm:

Seaty covers and colours

Black
 Darkblue
 Light blue
 Incontinence cover black

Ride Forward

SEAT WIDTH	RIDE FORWARD (SEAT DEPTH)							
	330 mm	360 mm	380 mm	410 mm	430 mm	460 mm	480 mm	510 mm
300 mm	<input type="checkbox"/> 7599	<input type="checkbox"/> 7503	<input type="checkbox"/> 7600	<input type="checkbox"/> 7504				
330 mm		<input type="checkbox"/> 7601	<input type="checkbox"/> 7602					
360 mm	<input type="checkbox"/> 7603	<input type="checkbox"/> 7505	<input type="checkbox"/> 7604	<input type="checkbox"/> 7506				

Ride Java cushion

SEAT WIDTH	RIDE JAVA CUSHION (SEAT DEPTH)							
	330 mm	360 mm	380 mm	410 mm	430 mm	460 mm	480 mm	510 mm
300 mm	<input type="checkbox"/> 7637	<input type="checkbox"/> 7638	<input type="checkbox"/> 7639	<input type="checkbox"/> 7640				
330 mm	<input type="checkbox"/> 7642	<input type="checkbox"/> 7643	<input type="checkbox"/> 7644	<input type="checkbox"/> 7645				
360 mm	<input type="checkbox"/> 7647	<input type="checkbox"/> 7522	<input type="checkbox"/> 7648	<input type="checkbox"/> 7523				

Please tick your choice in the boxes

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

13 Brakes

CODE	NAME
<input type="checkbox"/> 651	Pressure brake for driver
<input type="checkbox"/> 650/60	Single-handed pressure brake left (incl. long brake lever, fold-away)
<input type="checkbox"/> 650/74	Single-handed pressure brake right (incl. long brake lever, fold-away)
<input type="checkbox"/> 681	Brake lever extension
<input type="checkbox"/> 680/706	Pressure brake for driver and drum brake for the attendant

14 Legrests

CODE	NAME
<input type="checkbox"/> 93	Footrest hanger, lift off and swing-away
<input type="checkbox"/> 2192	Footrests hanger, lift off, swing-away and swing-up, including knee padding Just in combination with footrest CODE 805
<input type="checkbox"/> 94	Without legrest and footrest

15 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	NAME	1	2	3	4	5	6	7
<input type="checkbox"/> 81	Side guard, incl. height adjustable armrest via push button, short, compatible with therapy table		●	●	●	●		●
<input type="checkbox"/> 100	Side guard made of aluminium in frame colour, with carbon padding	●					●	
<input type="checkbox"/> 748	Side guard made of aluminium in frame colour, with carbon padding incl. height adjustable armrest (screwed)	●				●	●	

16 Footrests

CODE	NAME	DEPTH	LSL*
<input type="checkbox"/> 54	One-piece footrest, 60 mm depth adjustable (in 4 steps), in frame colour, flip-up, height and angle adjustable	150 mm	290 - 390
<input type="checkbox"/> 87	One-piece footrest, 15 mm depth adjustable, in frame colour, flip-up, height and angle adjustable	100 mm	290 - 390
<input type="checkbox"/> 808	Divided footrests, flip-up, height, depth and angle adjustable	150 mm	290 - 390

Required LSL in cm (measured without seat cushion)
Shank length factory-adjustment 290 - 390 mm possible.

Please tick your choice in the boxes

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

Footrest options

<input type="checkbox"/>	822	Shoe positioning strap (1 pair)
<input type="checkbox"/>	823	Heel loops (1 pair)
<input type="checkbox"/>	946	Calf straps for single footplates

17 Frame colours

CODE	NAME
<input type="checkbox"/>	227 Red metallic
<input type="checkbox"/>	130 Titanium grey
<input type="checkbox"/>	186 Magic blue
<input type="checkbox"/>	212 Polar white
<input type="checkbox"/>	216 Deepblack
<input type="checkbox"/>	224 Blue metallic
<input type="checkbox"/>	4919 Silverline
<input type="checkbox"/>	4922 Green metallic
<input type="checkbox"/>	4923 Orange metallic

Further frame colours can be selected on request at extra cost!

18 Seat and back upholstery colours

CODE	NAME
<input type="checkbox"/>	287 Deepblack, polyester
<input type="checkbox"/>	292 Vented net material, black (just for back)

19 Wheelchairs accessories Hand and spoke guard

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

Please tick your choice in the boxes

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

Anti-tip-wheels

CODE	NAME
<input type="checkbox"/> 728	Anti-tip-wheels (1 pair), swing-away
<input type="checkbox"/> 729	Anti-tip-wheel (1 piece), swing-away, mounted left
<input type="checkbox"/> 730	Anti-tip-wheel (1 piece), swing-away, mounted right
<input type="checkbox"/> 712	Anti-tip-wheel (1 piece), insertable, removable, mounted left , just in combination with CODE 4930 step tube
<input type="checkbox"/> 713	Anti-tip-wheel (1 piece), insertable, removable, mounted right , just in combination with CODE 4931 step tube
<input type="checkbox"/> 691	Anti-tip-wheels (1 pair), insertable, removable, just in combination with CODE 309 step tubes

Step tubes

CODE	NAME
<input type="checkbox"/> 309	Step tubes (1 pair)
<input type="checkbox"/> 4930	Step tube (1 piece), mounted left
<input type="checkbox"/> 4931	Step tube (1 piece), mounted right

Therapy table just in combination with side guard CODE 81

CODE	NAME
<input type="checkbox"/> 929	Therapy table made of plastic, transparent, adjustable for 300 - 360 mm seat width

Other options

CODE	NAME
<input type="checkbox"/> 833	Safety belt with lock
<input type="checkbox"/> 970	Crutch holder, just in combination with step tube CODE 309, 4930 or 4931
<input type="checkbox"/> 819	Passive lighting
<input type="checkbox"/> 912	Tyre pump with holder
<input type="checkbox"/> 936	Smooth plastic board, transfer aid
<input type="checkbox"/> 951	Accessory net

Please tick your choice in the boxes

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

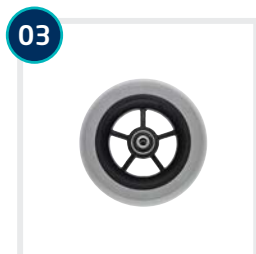
Xtrends options

CODE	NAME
<input type="checkbox"/> 261519300	Active backpack
<input type="checkbox"/> 261519600	Wheelcase "Black Wheel Case", fits max. 2 x 24" wheels or 1 x 25"/ 26" wheel
<input type="checkbox"/> 206964600	Spoke reflectors

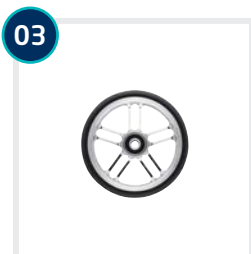
Date:

Signature:

As at: 2022-01-01



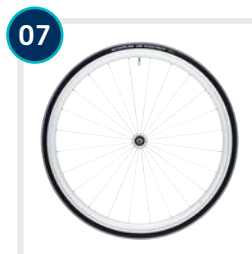
03
CODE 154



03
Article 1072386



04
Article 1066353



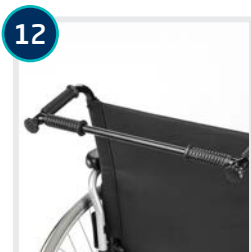
07
Article 1068965



12
CODE 238



12
CODE 502



12
CODE 814



12
CODE 913



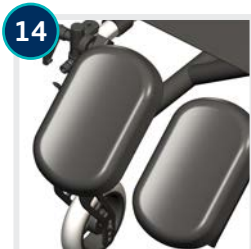
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CODE 81



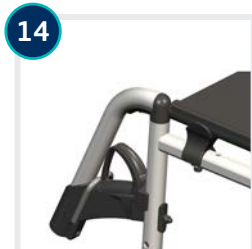
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CODE 100



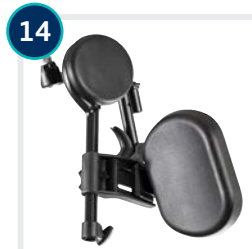
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CODE 748



14
CODE 52/4507/4508



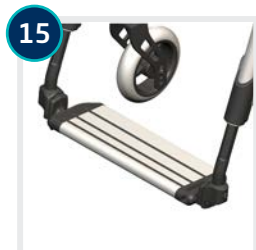
14
CODE 93/759/760



14
CODE 92/757/758



15
CODE 54



15
CODE 87



15
CODE 805



15
CODE 808



18
CODE 929



18
CODE 833

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

TYPE OF DRIVER	PASSIVE	MEDIUM		ACTIVE
Position	A	B	C	D
Distance* in mm	25	40	55	70

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

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.