

# SEATY ACTIVE

SEATING SYSTEM





Low weight



Integrated abduction wedge ensures good leg guidance



Waist moulding



Quick and easy assembly

## Individual seating system

### **BENEFITS**

- Low weight
- Quick and easy assembly
- Breathable covers or incontinence cover
- Optimal anatomical shaping in the seating area (pelvic trough, support of the vertebral processes)
- Seat fitted between the cross struts of the wheelchair
- Anatomical knee recess and integrated abduction wedge ensure good leg guidance
- Semicircular fitting of the back section between the back tubes (concave back)
- Integrated chest pelottes and waist moulding provide lateral support
- Hook and loop fastening lumbar spine support

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:



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.



### Seaty seating system for the following wheelchair model

MODEL	NAME
<input type="checkbox"/> 1135	FLASH

OTHER WHEELCHAIR MODELS	
MODEL	NAME
<input type="checkbox"/>	<input type="text"/>

Please select by ticking the relevant boxes

## 01 Seaty seating systems

CODE	NAME	
<input type="checkbox"/> 4976 1066353*	Seaty seat padding, anatomically-shaped seat	
<input type="checkbox"/> 4976 1066355**	Seaty Active seat shell, (only in conjunction with CODE 4977***)	up to SW 300 mm
<input type="checkbox"/> 4976 1066354**	Seaty Active seat shell, (only in conjunction with CODE 4977***)	from SW 300 mm up

SEATY increases the seat height by 30 mm

\* SW wheelchair = SEATY seat width + 30 mm

\*\* SW wheelchair = SEATY seat width + 40 mm (incl. hook and loop fastening lordosis support)

\*\*\* Without seat and back cover

The back height is measured to the shoulder blade!

## 02 Seaty adjustment (please specify only Seaty dimensions!)

Seat width in mm: \_\_\_\_\_ Seat depth in mm: \_\_\_\_\_ Back height in mm: \_\_\_\_\_

Please take the relevant wheelchair dimensions into account.

### Anatomically-shaped seat \*CODE 1066353

SEAT DIMENSIONS	WHEELCHAIR DIMENSIONS	
Seat width (Seat cushion)	Seat width	Seat depth
150 mm	<input type="checkbox"/> 180 mm	<input type="checkbox"/> 180 mm
170 mm	<input type="checkbox"/> 200 mm	<input type="checkbox"/> 200 mm
190 mm	<input type="checkbox"/> 220 mm	<input type="checkbox"/> 220 mm
210 mm	<input type="checkbox"/> 240 mm	<input type="checkbox"/> 240 mm
230 mm	<input type="checkbox"/> 260 mm	<input type="checkbox"/> 260 mm
250 mm	<input type="checkbox"/> 280 mm	<input type="checkbox"/> 280 mm
270 mm	<input type="checkbox"/> 300 mm	<input type="checkbox"/> 300 mm
290 mm	<input type="checkbox"/> 320 mm	<input type="checkbox"/> 320 mm
310 mm	<input type="checkbox"/> 340 mm	<input type="checkbox"/> 340 mm
330 mm	<input type="checkbox"/> 360 mm	<input type="checkbox"/> 360 mm
350 mm	<input type="checkbox"/> 380 mm	<input type="checkbox"/> 380 mm
370 mm	<input type="checkbox"/> 400 mm	<input type="checkbox"/> 400 mm
390 mm	<input type="checkbox"/> 420 mm	<input type="checkbox"/> 420 mm
400 mm	<input type="checkbox"/> 430 mm	<input type="checkbox"/> 430 mm
410 mm	<input type="checkbox"/> 440 mm	<input type="checkbox"/> 440 mm
430 mm	<input type="checkbox"/> 460 mm	<input type="checkbox"/> 460 mm
<input type="checkbox"/> Anatomically-shaped seat		CODE 1066353

### Anatomically-shaped seat and back unit

**\*\* CODE 1066355 (up to SW 300 mm)**

Please take the relevant wheelchair dimensions into account!

\* The anatomically-shaped seat cushion increases the seat height by 30 mm

SW wheelchair = SEATY seat width + 30 mm

\*\* Incl. hook and loop fastening lordosis support

SW wheelchair = SEATY seat width + 40 mm

Please specify only SEATY dimensions!

SEAT DIMENSIONS	WHEELCHAIR DIMENSIONS		
Seat width (Seat cushion)	Seat width	Seat depth	Back height to shoulder blade
140 mm	<input type="checkbox"/> 180 mm	<input type="checkbox"/> 180 mm	<input type="checkbox"/> 180 mm
160 mm	<input type="checkbox"/> 200 mm	<input type="checkbox"/> 200 mm	<input type="checkbox"/> 200 mm
180 mm	<input type="checkbox"/> 220 mm	<input type="checkbox"/> 220 mm	<input type="checkbox"/> 220 mm
200 mm	<input type="checkbox"/> 240 mm	<input type="checkbox"/> 240 mm	<input type="checkbox"/> 240 mm
220 mm	<input type="checkbox"/> 260 mm	<input type="checkbox"/> 260 mm	<input type="checkbox"/> 260 mm
240 mm	<input type="checkbox"/> 280 mm	<input type="checkbox"/> 280 mm	<input type="checkbox"/> 280 mm
260 mm	<input type="checkbox"/> 300 mm	<input type="checkbox"/> 300 mm	<input type="checkbox"/> 300 mm
<input type="checkbox"/> Anatomically shaped seat and back unit	CODE 1066355	(up to SW 300 mm)	

### Anatomically-shaped seat and back unit

**\*\* CODE 1066354 (from SW 300 mm up)**

SEAT DIMENSIONS	WHEELCHAIR DIMENSIONS		
Seat width (Seat cushion)	Seat width	Seat depth	Back height to shoulder blade
280 mm	<input type="checkbox"/> 320 mm	<input type="checkbox"/> 320 mm	<input type="checkbox"/> 320 mm
300 mm	<input type="checkbox"/> 340 mm	<input type="checkbox"/> 340 mm	<input type="checkbox"/> 340 mm
320 mm	<input type="checkbox"/> 360 mm	<input type="checkbox"/> 360 mm	<input type="checkbox"/> 360 mm
340 mm	<input type="checkbox"/> 380 mm	<input type="checkbox"/> 380 mm	<input type="checkbox"/> 380 mm
360 mm	<input type="checkbox"/> 400 mm	<input type="checkbox"/> 400 mm	<input type="checkbox"/> 400 mm
380 mm	<input type="checkbox"/> 420 mm	<input type="checkbox"/> 420 mm	<input type="checkbox"/> 420 mm
390 mm	<input type="checkbox"/> 430 mm	<input type="checkbox"/> 430 mm	<input type="checkbox"/> 430 mm
400 mm	<input type="checkbox"/> 440 mm	<input type="checkbox"/> 440 mm	<input type="checkbox"/> 440 mm
420 mm	<input type="checkbox"/> 460 mm	<input type="checkbox"/> 460 mm	<input type="checkbox"/> 460 mm
			other: <input type="text"/> mm
<input type="checkbox"/> Anatomically shaped seat and back unit	CODE 1066354	(from SW 300 mm up)	

### 03 Seaty upholstery fabrics and colours

black <input type="checkbox"/>	Dark blue <input type="checkbox"/>	Light blue <input type="checkbox"/>	Incontinence material black (only for seat cushion) <input type="checkbox"/>
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### Comments relating to your order:

Date:	Signature:	As at: 2022-01-01
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1066353



1066355/1066354

## 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.