# Quotation

**Order** 

Weight capacity: 90 kg

**Base price 3.750,- €** 

German aid index N°: 18.50.03.2004

# Tiltable wheelchair for children, adolescents and adults, for active or passive use



Included in the base price:

- Growing with the patient (SW and SD by max. 4 cm, BH max. 5 cm), purchased parts may be necessary (depending on configuration)
- · Pneumatic or solid tyres.

- · Rigid frame with 10cm abduction
- · For active or passive use
- Back-seat-unit tiltable by 25° and completely stowable
- · Standard knee lever brake

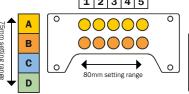
Delivery address / Company stamp:	Billing address:	☐ same as delivery address
Name:	Name:	
Address:	Address:	
Ordering information:		
Reference/ internal description:	Date:	
Contact person:	Signature:	
		-

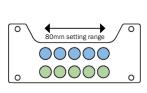
Prices excl. VAT, valid from 15.01.2024 and u		taot person.		Signature:	
Frame measure	S				
Seat width + 4 cm ex	tension each	Seat depth + 4 cm ex	tension each	Back height + 5 cm exte	ension each
□ 28 □ 30 □ 32 □ 34 □ 36 □ 38 □ 40	□ 42 □ 44	Short frame:  □ 30 □ 32 □ 34  Long frame: □ 36 □ 38 □ 40	42 44	Back tubes <b>STANDARD</b> □ 30 (30)  □ 35 (35)  □ 40 (40)	Back tubes REINFORCED
N° 10 <b>0,-€</b>	N° 10 <b>180,- €</b>	N° 11 <b>0,- €</b>	N° 11 <b>180,- €</b>	N° 12 <b>0,- €</b>	N° 12 <b>AC 99,- €</b>

# Configuration Seat height / Wheel camber / Wheel size / Wheel position Attention: By selecting a front seat height, you determine the rear seat height, the wheel camber, the wheel size and the wheel position (level of activity).

	adapter (		e the mm) is po	asible									Sea	t hei	ght F	ront (	cm)								
	tion on p		iiiii) is po	SSIDIC		5" Caster wheel / Position 5,5" Caster wheel / Position				6" Caster wheel / Position															
Configuration Side guard (Page 3)	Wheel camber	Wheel size	Wheel position	Seat height Back	Pos.1	Pos.2	Pos.3	Pos.4	Pos.5	Pos.6	Pos.7	Pos.1	Pos.2	Pos.3	Pos.4	Pos.5	Pos.6	Pos.7	Pos.1	Pos.2	Pos.3	Pos.4	Pos.5	Pos.6	Pos.7
Only with active side guard	7°		В	37,0	40,5	42,0							42,0	43,0											
Only with Standard-/ XXL side guard	3°	22"	С	41,0		42,0	43,0	44,5					42,0	43,0	45,0	46,5				42,5	43,5	44,0			
Only with Standard-/ XXL side guard	3°		D	43,5				44,5	46,0 □	47,0					45,0	46,5	47,5				43,5	44,0	47,0	48,0	
Only with active side guard	7°		Α	37,0	40,5	42,0	43,0						42,0	43,0						42,5					
Only with active side guard	7°	24"	В	39,5	40,5	42,0	43,0	44,5					42,0	43,0	45,0					42,5	44,0				
Only with Standard-/ XXL side guard	3°	24"	С	43,5				44,5	46,0	47,0					45,0	46,5	47,5				44,0	45,5	47,0	48,0	
Only with Standard-/ XXL side guard	3°		D	46,0						47,0	48,5 □					46,5	47,5	49,0					47,0	48,0	49,5

# Wheel position / Axle plate position 1 2 3 4 5 1 2 3 4 5





= Passive to 80mm setting range from

A = low rear seat height D= high seat position 75mm height difference from A to D

1 to 5

Active

1 to 5

A to D:

Caster wheel position Caster fork size M (Medium) Caster fork size L (Long) position caster wheel max min min nax Pos. 1 Pos. 2 Pos. 3 Pos. 4 Pos. 5 Pos. 6 Pos. 7 All measurements with ± 3% tolerance

# **Hole distance:**

- horizontal 20mm (=> max, setting range = 80mm)
- vertical 25mm (=> max. setting range = 75mm)

# Restrictions:

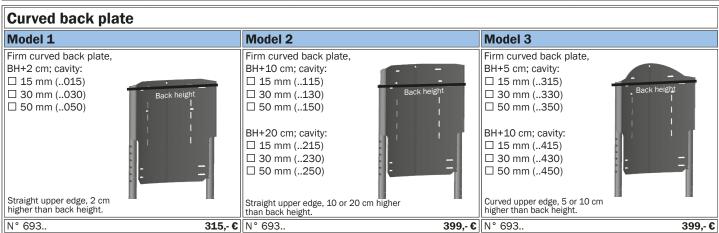
- 1. Double handrim: only possible with position B3/C3/D3
- 2. Slightly restricted tilting function with rows A (1-5) and B (1-5)
- 3. Wheel lock/brake: rows A and B only with bowden cable brake

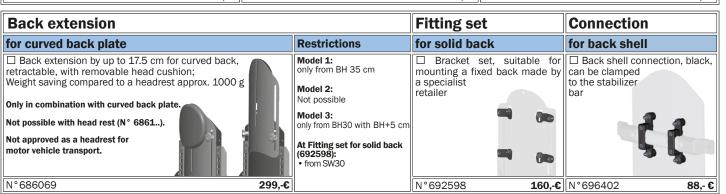


Frame colors and	Frame colors and color anodization Design package							
Finish alternatives	Moderate metallic effect	Not metallic	Special colors (without additi	onal charge, except for Nightblue)				
Shiny	☐ Cream white (17) ☐ Brilliant Blue (08) ☐ Zinc yellow (02) ☐ Dark Blue (16)	☐ Black (31)	strong metallic effect:	Dormant colors: ☐ Firered Dormant (45)				
incl.	☐ Chrome yellow (06) ☐ Dark Green (15)		Sliver metallic (56)	☐ Violet Dormant (50)				
☐ Matt	☐ Pure Orange (21) ☐ Goblin Green (33)		Coarse structured surface:	(,				
Not possible with special colors!	☐ Crimson (04) ☐ Titan Grey (34) ☐ Girly Pink (19) ☐ King´s Blue (32)		☐ Coarse Black (27)	Dormant color with additional charge AC 90,-€				
N° 1561 <b>90,- €</b>	☐ Pastel Blue (20)			☐ Nightblue Dorm. (47)				
Design package color	anodization (Color examples for anodized of	olors can be found o	n our website in the area equi	pment)				
□ anodized Blue (01) □ anodized Red (02) □ anodized Green (03) □ anodized Gold Orange (04) □ anodized Violet (05)  N° 1572 CPD 295, €	The following parts are anodized: Assembly group caster (fork, caps, adapter, half profile pipe support for push bow, hand rims The design package ist only possible in the list		by choosing aluminum hand rims. ( Maxgrepp, PVC, double-, nob or erg with wheels with profile handrims).	onomic hand rims. Also not possible				
Specification of fra	ame length	∥S	eat system					

Standard frame length	Dissenting	frame length	Seatplate	
At SD 30, 32, 34 cm we use as standard the	Required fram	e version:	Firmly bolted seat plate for	or
short frame = 533 mm	□ short (533 mm) optimized pelvis support;		rt (533 mm) optimized pelvis support; made of aluminum, growable	
At SD 36, 38, 40 cm we use as standard the	☐ long (583 n	nm) not possible with 22" wheels	inade of aluminum, growable	
long frame = 583 mm		on is indicated, the frame version ding to the standard parameters		
	stated on the le		N° 190620	0,-€
Back unit				
Back angle		Child-proof lock	Back cover	Strap system
Pauli adimetable in angle	- 45 4 - 1-1 -		Otalia de la de la casa de la cas	

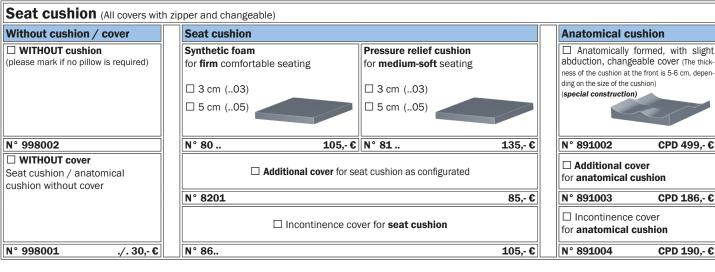
Back unit				
Back angle		Child-proof lock	Back cover	Strap system
Back adjustable in angle (raster, 80°-120°), completely stowable, stabilizer bar included.	☐ Back angle adjustable in angle by 27°through gas pressure spring, stabilizer bar included.  From BH 35 cm	Child-proof lock for tilting mechanism  Recommended for very active children	Standard back cover  black red blue without back cover	Adjustable strap system, incl. breathable cushion (thickness 2 cm)  Choice of cover color on
Attention! Extendable push handles recommended and safety wheel required (danger of tipping!)	Anti tipper required! Not in combination with standard back cover N° 6710		Not with back angle N° 6136	page 3.
N° 6121 <b>0,- €</b>	N° 6136 <b>519,- €</b>	N° 1940 <b>63,- €</b>	N° 6710 <b>0,- €</b>	N° 6701 <b>240,- €</b>

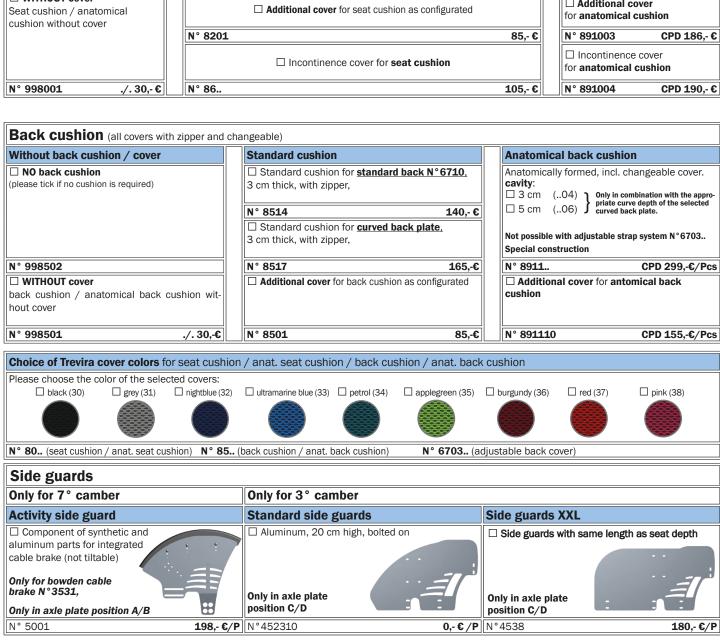


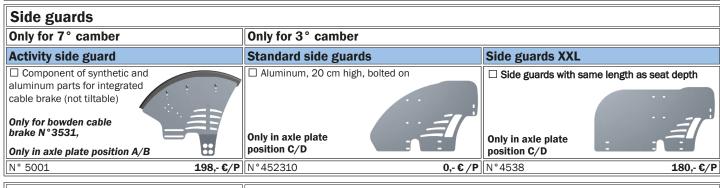


piece - pcs

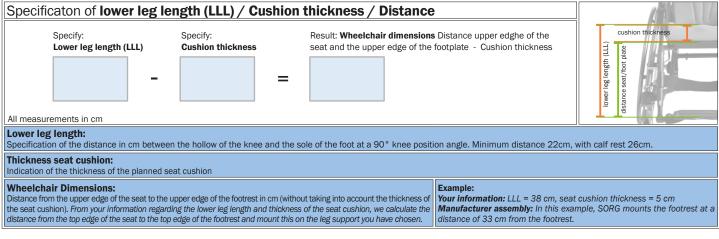


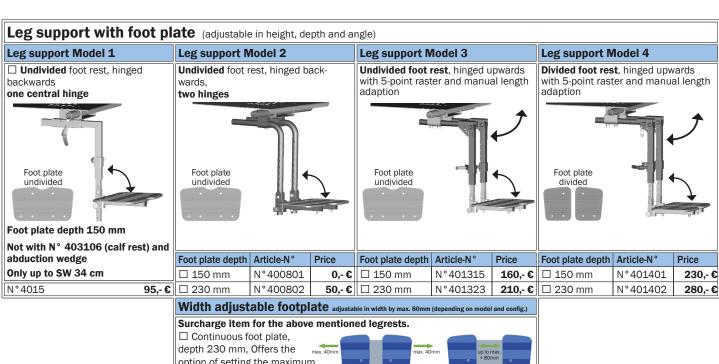












Surcharge item for the about Continuous foot plate, depth 230 mm, Offers the option of setting the maxim usable width individually.  - Only in combination with № 4 and 401323	max. 40mm up to max. + 80mm
Not in combination with heel e	edge
N°405514	AC 165,-

Leg support options			
Locking mechanism	Heel cups	Belts for heel cups	Calf rest
☐ Locking mechanism at 90°	Heel cups, aluminum black for mounting on foot plate	☐ Matching belts to the selected heel cups (N°4020)	for leg support Model 3 and 4, Mounting
for foot rest models 2 to 4	☐ size 1 12,5 x 8 cm (31)		□ left □ right
	☐ size 2 14,5 x 10 cm (32)		☐ left and right  Possible from LLL 26 cm
	☐ size 3 16,5 x 12 cm (33)		Possible Irolli ELL 20 CIII
N° 4009 <b>64,- €</b>	N° 4020 <b>78,- €/P</b>	N° 402015 <b>108,- €/P</b>	N° 403106 <b>147,- €/Pcs</b>

piece - pcs seat widt pair - P seat dep trade discount - TD configuration - cf.

seat width - SW seat depth - SD customized product discount - CPD back height - BH Additional charge - AC



## **Push handles Extendable Push bar Push bow** Extendable push handles, with long handle (11 cm) $\hfill\square$ Push bar facilitating pushing, for extendable ☐ Extendable by 20 cm, 307° back angle adjustabpush handles le, with steel joint, allows height adjustment in tilted (look on the left, □ 15 cm (..0703) N°6507../6508..) Trapeze shape up to SW 38 90°-shape from SW 40 □ 25 cm (..0803) cranked: □ 15 cm (..0704) □ 25 cm (..0804) N° 65. **198,- €/P** N° 6558 **170,- €** N° 653205 295,-€

Brakes			Brake lever extens	ions
Knee lever brake	Single-hand brake	Drum brake	Straight 6 cm	Cranked 12 cm
☐ Standard	Knee lever brake with single hand control  Mounting	le handrim or lightweight wheels (N° 2130/31/81),	straight, 6 cm long  with top cover	cranked, 12 cm long
N°3525 <b>0,-€</b>	☐ right (02)	incl. brake lever for attendant	N°3510 <b>58,-€</b> /	P N°3515 <b>68,-€/P</b>
☐ lockable in activated or			straight, 6 cm long	cranked, 12 cm long
deactivated position	N° 3509 <b>336,-€/P</b>	N°220036 <b>325,- €</b>	with ball knob	with ball knob
N°3513 <b>190,-€/P</b>	Roll-back blocking	Bowden cable brake	☐ mit Golfball knob	☐ mit Golfball knob
☐ Pull to lock	☐ Averts automatically the	☐ integrated in activity side	N°3512 <b>68,-€</b> /	P N°3516 <b>78,-€/P</b>
In contrast to the standard knee lever brake, the pull to lock knee lever brake is operated by pulling.			Cover Ball	knob Golfball knob
N°3529 <b>70,-€/P</b>	N° 3526 <b>CPD 350,-€/P</b>	N°3531 <b>240,-€/P</b>		

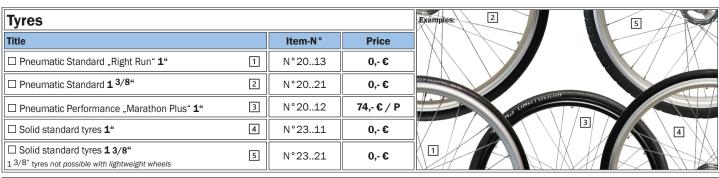
Wheels				
Rear wheel Standard	Rear wheel with profile handrim	Lightweight wheel with standard hub	Lightweight wheel with drum brake hub	Double handrim
☐ All-round wheel, silver  Additional weight of approx.  500g/wheel compared to lightweight wheels	Standard wheel, silver, with closed, rubberized, black handrim grip profile. Unity of rim and handrim, reduces the risk of injury to the fingers.  Additional weight compared to lightweight wheels: approx. 1400g per pair.  Additional weight compared to standard wheels: approx. 900g per pair.	with standard hub, very lightweight, incl. black aluminum handrim  Weight reduction of approx. 500g/pair compared to standard wheels  THE STANDARD HUB IS IN- COMPATIBLE WITH THE DRUM BRAKE (N° 220036)!	with drum brake hub, incl. black aluminum handrims Only in combination with drum brake (N° 220036) (mind additional charge) Weight reduction up to 1.2 kg/pair compared to standard drum brake wheels  Package price for lightweight wheels incl. drum brakes and brake lever for attendant 455,- €/pair	with standard hub and double handrim  Only possible up to 8°  Mounting □ left □ right  N° 2614  1.099,-€  with drum brake hub and double handrim  Mounting □ left □ right  N° 2615  1.199,-€ □ Handrim for the opposite side  N° 261435  Distance of double handrim¹ □ standard 18mm (11) □ tight 9mm (12)
N° 2130 <b>0,- €</b>	N° 2132 <b>96,- €/P</b>	N°2176 <b>160,- €/P</b>	N° 2181 <b>130,-€</b>	N° 26 <b>0,- €</b>

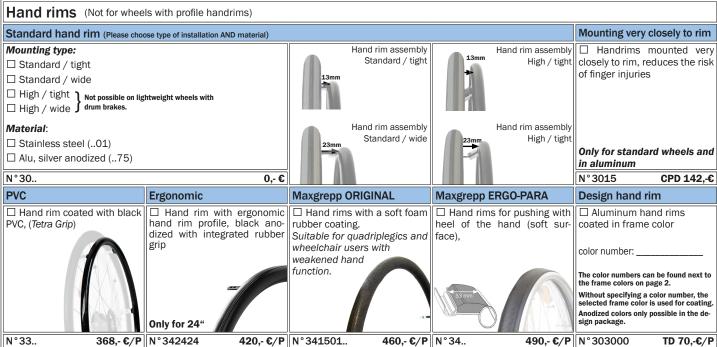
<sup>1</sup> Double handrim, distance of handrims **tight**: Not in combination with hand rim cover or coated hand rim.

piece - pcs pair - P trade discount - TD configuration - cf.

seat width - SW seat depth - SD back height - BH lower leg length - LLL customized product discount - CPD Additional charge - AC







Hand rim options		
Silicone cover for STANDARD hand rim	Silicone cover for DOUBLE hand rim	PVC cover for double hand rim
Detachable silicone cover, black (soft surface),  ☐ for standard wheel (22-24)  ☐ for lightweight wheel (05)	Detachable silicone cover, black  ☐ for inside rim ☐ for outside rim ☐ for opposing side  Not in combination with double handrim distance tight N°2612	☐ Handrim coating for double handrim, both handrims (inside and outside), coated with black PVC
		N° 262402 355,- €
		☐ Handrim coating for opposing side of the double handrim, coated with black PVC
N° 32 156,- €/P	N° 3205 78,- €/Pcs	N° 262401 195,- €

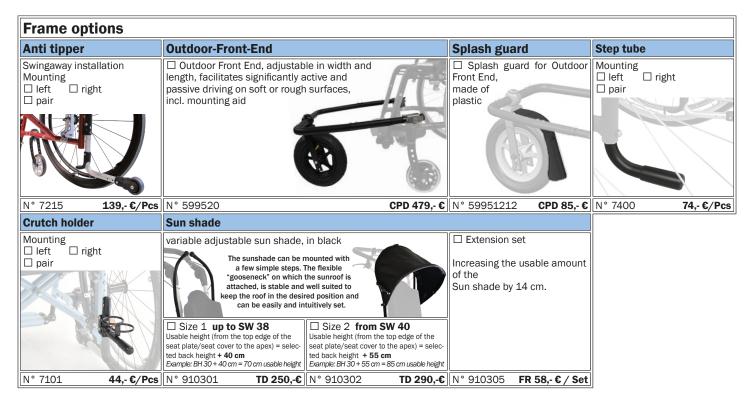
Double handrim, distance of handrims tight: Not in combination with hand rim cover or coated hand rim.

Spoke cover		Design spoke cove	ign spoke covers						
Transparent		Design spoke covers Ple	ign spoke covers Please specify the desired model of the corresponding manufacturer:						
☐ transparent (00)		www.speichen-schutz.de	2	www.wheelchairgadgets.com					
N° 25	172,- €/P	N°2526	TD 180,- €	N°2527	TD 180,- €				



Caster wheels									
Standard PU	Standard solid rubber	Standard pneumatic	Design PU	Design solid rubber					
Polyurethan:	Solid rubber:	Pneumatic, grey:	Polyurethane, transparent, with LEDs:	Solid rubber black, with alu rim					
□ 5" (2805)	□ 5" (2809)	□ 6" (2808)							
□ 6" (2803)	□ 5.5 <sup>"</sup> (2802)	,	□ 5" (2834)	□ 5" (2836)					
	6" (2811)			6" (2838)					
0,-€	0,-€	0,- €	0,-€	0,- €					

Caster forks		Caster wheels options		
Standard aluminum	Design aluminum	Hemi-Adapter	Track fixation	Locking
Alu fork, black anodized	Aluminum fork coated in frame color  color N°:  The color numbers can be found next to the frame colors on page 2.  Without specifying a color number, the selected frame color is used for coating.  Anodized colors are only possible in the design package.	to reduce the front seat height around   25 mm (40)	Caster wheel track fixation Supports straight-ahead driving by returning the caster forks to straight-ahead driving. Adjustable.	
N° 2826 <b>0,- €</b>	N° 2829 <b>TD 70,- €/P</b>	N° 2805 <b>140,- €/P</b>	N° 2851 <b>166,- €/P</b>	N° 2850 <b>208,- €/P</b>





Therapy tables			
Article name	Article-N°	Price	Variation examples
Mounting Variation 1: hinged sidewards, adjustable in height and distance At variation 1 please select the mounting side: □ left □ right			
☐ Therapy table Transparent, Variation 1 <b>Sz. 1</b> (45 x 36 cm)	N° 920410	325,- €	
☐ Therapy table Transparent, Variation 1 <b>Sz. 2</b> (59 x 45 cm)	N° 920411	340,- €	
☐ Therapy table Transparent, Variation 1 <b>Sz. 3</b> (70 x 50 cm)	N° 920412	370,- €	
☐ Therapy table beech wood, Variation 2 <b>Sz. 2</b> (50 x 40 cm)	N° 920413	340,- €	
☐ Therapy table beech wood, Variation 2 Sz. 2 (60 x 50 cm)	N° 920414	380,- €	The state of the s
Mounting Variation 2: adjustable in height and distance, plugged under arm rests on both sides.  Arm pads required			
☐ Therapy table Transparent, Variation 2 Sz. 1 (45 x 36 cm)	N° 920710	325,- €	
☐ Therapy table Transparent, Variation 2 Sz. 2 (59 x 45 cm)	N° 920711	340,- €	
☐ Therapy table Transparent, Variation 1 Sz. 3 (70 x 50 cm)	N° 920712	370,- €	
☐ Therapy table beech wood, Variation 2 Sz. 2 (50 x 40 cm)	N° 920713	340,- €	
☐ Therapy table beech wood, Variation 2 Sz. 2 (60 x 50 cm)	N° 920714	380,-€	

Standard head rests Measures in mm (all measures ± 10mm)		
Article name	Article-N°	Price
☐ Standard head rest model 1 (shell-shaped small) including connection to stabilizer bar	N° 686021	315,- €
☐ Standard head rest model 3 (curved small) including connection to stabilizer bar	N° 686023	315,-€
☐ Standard head rest model 4 (curved large) including connection to stabilizer bar	N° 686024	315,-€
Headrest cover, washable and changeable made of Trevira fabric Please specify a color and the two-digit color number (see page 3 at color choice of upholstery fabrics Trevira. If no color is specified, the color of the seat / back cushions is used.  Color and Color number:  Example:  Example:  Example:  Example:  Example:  Front view	N° 686050	89,-€
☐ Head rest holder for mounting on stabilizer bar for example for mounting headrests from other manufacturers  Only select for non-SORG headrest	N° 68600890	39,- €
1 Model 1 213 225 3 Model 3 22	001 001	300

Lateral support			
Article name		Article-N°	Price
Pad for pad holder Size 2			
□ Pad <b>12 x 9 cm</b> (incl. cover)		N°68590206	
☐ Pad <b>15 x 10 cm</b> (incl. cover)		N°68590204	CPD 116,- €/P
☐ Pad <b>18 x 13 cm</b> (incl. cover)	12x9cm 15x10cm 18x13cm	N°68590205	
Lateral support holder, adjustable			
☐ Adjustable holder for lateral support, incl. linkage and protective cover  Without pad	Protective	N°68590200	CPD 420,- €/P
☐ Extension joint for foldable pad holder  Extension for: Holder Size 1 (5,5cm)		N°68590115	CPD 124,- €/P

trade discount - TD configuration - cf.



### **Positioning belts** Article name Article-N° Price $\hfill \square$ 2-Point pelvic belt with PLASTIC fastener, incl. mounting material for self attachment N° 780590 140,-€ ☐ 2-Point pelvic belt with METAL fastener, incl. mounting material for self attachment 2 N° 780591 155,-€ ☐ 4-Point pelvic belt with PLASTIC fastener, incl. mounting material for self attachment 3 N° 780592 180,-€ N° 780593 ☐ 4-Point pelvic belt with METAL fastener, incl. mounting material for self attachment 4 195,-€ $\Box$ Protection cap for pelvic belt with metal fastener (see N°780591 oder N°780593) 5 N° 78050210 19,-€ Makes independent opening for the patient difficult. 6 N° 781010 $\hfill\square$ Chest-shoulder belt without zipper, incl. mounting material for self attachment 199,-€ 2-point pelvic belt 2-point pelvic belt 4-point pelvic belt 4-point pelvic belt Chestplastic fastener metal fastener plastic fastener metal fastener shoulder helt Application example

Belt holder			
Upper belt holder		Lower belt holder	
☐ for attaching positioning belts, incl. connection for square tube  A headrest with a square tube is required to install the belt holder		for the attachment of 2-point/4-point and/or chest-shoulder belts.	Application example Illustration similar
N° 780130	95 €	N° 782000	59

Abduction wedges									
Article name Article-N° Price							Price		
☐ abduction wedge, incl. holder and pad, <b>Size S</b>	Size	Length (L) (mm)	Width (B) (mm)	Height (H) (mm)			1	N° 1952	209,- €
☐ abduction wedge, incl. holder and pad, <b>Size M</b>	S M	94 110	65 82	90 95			Ţ	N° 1953	209,- €
☐ abduction wedge, incl. holder and pad, <b>Size L</b>	L Dimen	125 sions ± 5%	90	100			Tab.	N° 1954	209,- €
☐ Holder for abduction wedge (without pad)								N° 1951	165,-€

Foot fixation							
Article name				Article-N°	Price		
☐ with Velcro/fleece fastener and guide roller, <b>Size. 1</b>	Size	Length L	L	N° 781201	199,- €		
☐ with Velcro/fleece fastener and guide roller, <b>Size. 2</b>	1	15-20 cm		N° 781202	199,- €		
With Veloloy neede lasterier and galde folier, Gizer z	2	19-23 cm		101202	233, 0		
☐ with Velcro/fleece fastener and guide roller, <b>Size. 4</b>	4	24-28 cm		N° 781203	199,- €		

Transport brackets								
Compatibility with electrical drive systems or Outdoor-Front-End	Transport brackets							
Please tick appropriate box if number N° 58507105 was selected (Without tipping an appropriate box, delivery will be without compatibility to additional systems):  Outdoor-Front-End (restraint brackets at the front)  Additional electrical drive system (restraint brackets at the back)  Neither	☐ Transport brackets (4 pieces) for transportation in a handicapped accessible passenger car	CRASH TESTED ISO 7176-19						
Restraint brackets must be replaced by a subsequent fitting of an Outdoor-Front-End or an electrical drive system to the wheelchair	N°58507110	CPD 380,-€						

Electric drives and systems							
Recommendations	Provider	Information					
For all possible drives and systems we recommend casters of 6" or higher.     Please regard the respective <b>mounting possibilities and specifications</b> given on the homepages indicated on the right	for example www.aat-online.de or www.alber.de	Restrictions and adjustments to the installation and the final configuration of the wheelchair are the responsibility of the providers of the additional systems.					

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Abbreviations:

piece - pcs pair - P trade discount - TD configuration - cf. seat width - SW seat depth - SD back height - BH

lower leg length - LLL customized product discount - CPD Additional charge - AC



# Notes:

Tilty Vario

Abbreviations:

piece - pcs pair - P trade discount - TD configuration - cf.

seat width - SW seat depth - SD back height - BH

lower leg length - LLL customized product discount - CPD Additional charge - AC



# Terms and conditions

## 1. Preface and Scope

(1) Our terms and conditions apply exclusively. Any deviating, opposing, or complementing terms and conditions on the part of the business partner do not form integral part of contract unless explicitly approved of by us. There are no exceptions to the consent requirement, which also applies in cases where we conduct deliveries without restrictions while aware of the business partner's terms and conditions.

(2) Agreements made in the individual case with the purchaser (including side-agreements, supplements, and alterations) always take priority over these terms and conditions. A contract or our confirmation of the contract o mation - both in written form - are authoritative for the content of such arrangements.

(3) Any legally relevant declarations and notifications the purchaser submits to us after conclusion of the contract (e.g. setting of deadlines, notice of defects, declarations of rescission or abatement) require the written form to be valid.

(4) Any information on the application of legal regulations serves the mere purpose of clarification. All regulations are legally binding without any such clarifications unless explicitly altered or excluded in these terms and conditions

All prices are ex works, excluding insurance and packaging. The prices are net prices; the value-added tax is stated and charged separately according to the legally binding rate at the time of invoicing. The prices valid on the day of delivery are binding unless explicitly arranged otherwise.

SORG's offers are invitatio ad offerendum (invitations to treat). Ordering goods counts as an obligatory offer of contract on the part of the purchaser. Unless the order suggests otherwise, we have the right to accept this contract offer within two weeks time after reception. The acceptance of an offer of contract is effected by the confirmation of the order.

(1) Provided that no other agreements exist, payment is to be made by paying in advance - 50% at placing of order, 50% pre-delivery of goods. The purchaser bears any costs arising from transactions

(2) If a 30-day payment deadline is exceeded, a delay rate of 9% on top of the respective base rate of the European Central Bank falls due without the need for prior notices. Beyond that, the purchaser is charged 3, € for any reminder sent. We reserve the right to make use of the commercial due rate according to § 353 HGB. A higher damage for delay may be enforced via a suitable verification.

All current price lists are generally valid until Decmber 31 of the respective year, or until new price sts are published. The latest version of the price list will always be provided on our homepage. Offers older than 3 months at that point expire and must be replaced with new offers and prices.

We state the terms of delivery when accepting the order. The delivery date is non-binding and has mere guideline value - especially with regard to customised products. The terms for delay in delivery are defined by legal regulations. In any case, a writing notice issued by the purchaser is necessary for them to take effect

# 7. Force Majeure (Act of God)

(1) SORG is not to be held responsible for the following delays of delivery. This also applies if these causes occur with respect to legal representatives, auxiliary persons, or deliverers of SORG: Circumstances of force majeure as well as other extraordinary events that are unpredictable and unavoidable for, and not caused by, SORG, and that only occur after ordering or reserving, and that SORG could not have known about. Moreover, this applies in case of strikes, fire, floods, labour disputes, business disruptions, altered magisterial approbation and legal situation, and magisterial orders which are not due to operational risks

(2) In the cases of paragraph 1, SORG is eligible to delay delivery/performance for the time of hin-drance as well as an appropriate start-up time. If SORG thus causes unacceptable complications for the purchaser, both SORG and the purchaser are eligible to withdraw from the contract. Circumstances that only lead to a temporal and hence acceptable delay of delivery and performance are excluded from this right. The legal rights of the client remain unaffected.

We generally dispatch uncovered by insurance and at the recipient's risk. We transfer the risk of coincidental loss or deterioration of the goods as well as delay on to the client at the moment of passing the goods on to the forwarder, bearer, or any other person/institute responsible for delivery. SORG will make any effort to respect the client's wishes in terms of path and kind of delivery. Any costs caused by this (including agreed carriage free delivery) are to be covered by the client.

In the case of carriage free delivery conducted by SORG, the recipient is required to put forward any

carriage costs for a refund. If the client wishes the dispatch to be delayed, any risk of loss or deterior ration of the goods is carried by the recipient from the first day of readiness for dispatch. The goods dispatched are only insured upon special demand and at the cost of the recipient.

Damage through DeliveryAngelieferte Gegenstände sind, auch wenn sie unwesentliche Mängel Upon delivery, the goods need to be checked for obvious damage in the presence of the bearer. Any damage is to be documented in a written form and co-signed by the bearer. This protocol is to be forwarded to us immediately. Delayed reclamations, or reclamations not signed by the bearer, cannot be taken into account.

# 10. Warranted Features, Receipt, and Technical Alterations

Delivered objects, even with minor damage, are to be accepted by the client, even if §433.paragraph 1 BGB is not fulfilled. Partial deliveries are permissible. Features only count as warranted if explicitly designated as such. A warranty of condition can only be asserted explicitly and in a written form. SORG reserves the right for technical alterations, especially for solutions of equal or higher value

(1) SORG warrants for any defects of delivered new goods for 12 months as long as the purchaser is not the user (§§ 474, 13 BGB). Should the purchaser be the user then the warranty period is two years for new goods, for used goods 12 months. Should the purchaser also be an entrepreneur, then

years for new goods. For used goods 12 months. Should the purchaser also be an entrepreheur, then the liability for used items is void, as long as there is no claim for compensation according to N° 12. (2) The purchaser's claim for defects presuppose that he has attended his obligation to give notice of defects on the legal grounds for his reasons of inquiry (§§ 377, 381 HGB). If defects are found during the inspection or at a later point, we are to be notified in writing without delay. The notice counts as not delayed if issued within two weeks. Posting the notice on time suffices for the keeping of the term. Independently from this obligation to inspect and give notice, the purchaser

is to report obvious defects (including wrong and short delivery) within two weeks upon delivery (again, posting the notice on time suffices). If the purchaser misses the proper inspection and/or notice of defects, we do not warrant for the reported defects. If the delivered good is defected, we may choose to conduct supplementary performance either by repairing the defect (subsequent improvement) or by delivering flawless goods (compensation delivery). Our right to refuse the chosen method of supplementary performance on the respective legal grounds remains untouched.

(3) Our liability for defects expires when alteration or maintenance works are done by the client or a

third-person-party without our prior written permission. Consequences of excessive strain, negligent or incorrect handling, and violent damage are excluded from the warranty for defects

## 12. Further Liability

(1) With respect to compensation - regardless of the legal cause - SORG is only liable in case of malice and act of gross negligence. In case of slight negligence, SORG is only liable for damage of life, body, health, and for damage caused by the negligence of an essential contractual obligation (an obligation whose fulfilment make the proper realisation of the contract possible in the first place and in whose fulfilment the contract partner regularly trusts and can trust). In this case, however, our liability does not exceed the covering of predictable, typically occurring damage.
(2) A free right to termination on the part of the purchaser (acc. to § 651, 649 BGB in particular) is

precluded. Otherwise, the usual prerequisites and legal consequences apply.

13. Costs of Supplementary Performance Costs of supplementary performance cannot be charged on SORG's account.

## 14. Voluntary Withdrawal of Goods

SORG is not obliged to take back any delivered end products or parts thereof. If SORG voluntarily decides otherwise in individual cases (especially for therapeutically altered requirements or deaths), SORG refunds a maximum of 75% of the delivery costs for unused parts whose delivery does not date back more than three months. There is no legal obligation concerning withdrawal in this respect. Deliveries which date back more than three months as well as sewed parts and customised products are not returnable. A copy of the delivery note or the bill serves as proof of age of delivery.

 $15. \ Reservation of Ownership\\ Goods \ delivered \ by \ SORG \ remain \ the \ property \ of \ SORG \ until \ any \ obligations \ from \ the \ parties'$ Goods delivered by SORG remain the property of SORG until any obligations from the parties' business contract on the part of the purchaser have been redeemed. This also applies if SORG has adapted individual or all claims into a running account which has been balanced and acknowledged. The purchaser has the right to dispose of the goods in the proper course of business. The purchaser hereby yields all claims to SORG which arise from the resale against the purchaser or third parties. The purchaser is authorised to withdraw these claims even upon conveyance. SORG's right to withdraw the claims remains untouched. However, SORG is obliged not to withdraw the claims as long as the purchaser complies with his duty of payment and any other duties. SORG has the right to demand that the purchaser makes known the yielded claims and their debtors, that he provides all information processary for conveyance, and that he bands in all associated documents. As long and information necessary for conveyance, and that he hands in all associated documents. As long and insofar the reservation of ownership is intact, the purchaser must not transfer any goods for securing or bailment without SORG's permission. The purchaser may process or alter the goods for the benefit of SORG exclusively. If processed with other goods which do not belong to SORG, SORG obtains coownership of these new goods in relation to the invoice value to the cost price of the other processed goods. If a third party interferes with SORG's ownership, the purchaser is to notify SORG immediately. The purchaser must not make any agreements with other purchasers which may exclude or limit SORG's rights. In particular, the purchaser must not make any agreements which destroy or limit the advance assignments to SORG. If the estimated value of the existing guarantees exceeds the claims to be ensured by more than 20%, SORG is insofar obliged to release by request of the purchaser.

# 16. Copyright Protection

16. Copyright rotection if SORG conveys any images, drawings, indications of weight or measurements, technical documentations, or other product descriptions and documents (including electronic ones), the respective indications only apply if explicitly stated that they do. SORG reserves ownership and copyright of all these documents. They may only be made available to third parties upon SORG's explicit permission.

17. Place of Fulfilment, Place of Jurisdiction, and Severability Clause
(1) The law of the Federal Republic of Germany applies for these Terms and Conditions and all legal relations between us and our business partners. All international and supranational (contractual) legal systems, the UN Convention on Contracts for the International Sale of Goods in particular, are hereby excluded. Prerequisites and effects of the reservation of ownership acc. to no. 15 are subject to the right of the respective storage location of the good if the choice of law made in favour of the German law is illegitimate or ineffective. The only place of jurisdiction (also on an international basis) for any disputes arising directly or indirectly from the contractual relationship is, according to German Comparerial Code, are office in Dehausen, Plainbayson, Germany, However, we also have the right Commercial Code, our office in Oberhausen-Rheinhausen, Germany. However, we also have the right to file a suit concerning the general jurisdiction of the purchaser.

(2) If any clause in these Terms of Conditions should turn out to be ineffective, this does not affect

the effectiveness of all other clauses.

Technical alterations and misprints reserved. As of: January 2017 SORG Rollstuhltechnik GmbH + Co. KG Benzstr. 3-5, 68794 Oberhausen-Rheinhausen / Germany Phone +49 7254 / 9279-0 Fax +49 7254 / 9279-10 info@sorgrollstuhltechnik.de, www.sorgrollstuhltechnik.de