# see the latest versions of our order forms, please visit www.sorgrollstuhltechnik.de/download-porta



☐ Quotation☐ Order

Weight capacity: 90 kg

**Base price 7.995,- €** 

Prices excl. VAT, valid from 15.01.2024 and until further notice.

# Dynamic wheelchair system for people with uncontrolled movements. Suitable for children, teenagers and adults.



Configurable as a complete system with ergonomic seat and back unit or as a base for assembling a seat shell from a specialist retailer

- Frame grows with the child without purchasing parts, SW by 4 cm (in 2 cm steps)
- · pneumatic or solid tyres
- Standard knee lever brake and drum brake
- Long back guide with adapter, e.g. for seat shells with a physiological pivot point.
- Closed frame for high stability
- Height-adjustable push handle

Delivery address / Company stamp:	Billing address:
Name:	Name:
Address:	Address:
Ordering information:	
Reference/ internal description:	Date:
Contact person:	Signature:

Thanks to its suspension systems, the innovative Dynamis TSD wheelchair system guides the forces and movements (e.g. bei during stretch spasms) into the cushioning elements of the wheelchair, instead of blocking them.



seat width **26-50 cm** (+2/+4 cm)



seat depth 28-52 cm (+2 cm)



back height 35-65 cm



wheel sizes 16", 20", 22" and 24"



wheel camber von -3° to +30°

spring-loaded headrest



weight capacity

90 kg

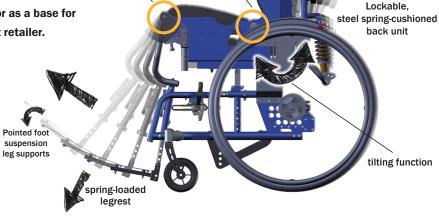
# **Further advantages of the Dynamis TSD**

ADJUSTABLE BACK SUSPENSION by means of spring damping (patent pending). This can be quickly and easily adjusted to the required strength. A time consuming search for the correct strength of a gas pressure spring is no longer necessary.
 Supportive rebound return to the preset basic back angle setting (90°, 95° oder 100°).
 The user is returned to their original sitting position, which means less effort (e.g. repositioning) for both the user and caregivers.

 Thanks to the spring-loaded headrest, the risk of tension/injuries in the neck/ pivot point for the pelvis
 Both the adjustable back and the knee angle are lockable in their starting position.

 Available with an ergonimic seat and back unit or as a base for assembling your own seat shell from a specialist retailer.





N° 138201

configuratin - cf.

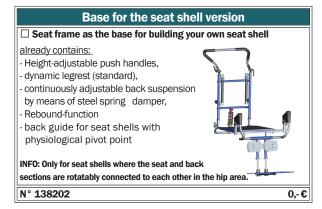
# Please select type of use





or

935,-€

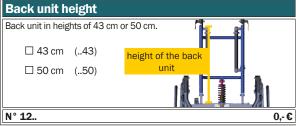




### **Configuration seat shell version**

Items when used as a base for a seat shell from a specialist retailer

### Universal seat plate for seat shell screw connection ☐ Universal seat plate for screwing a seat shell manufactured by a specialist retailer N° 192904 105,-€



N° 12 0,-€
Push handles
Extendable by 20 cm, angle adjustable by 307 with metal joint
Please choose a height setting:
(Setting can be changed later, without selection = standard pushing height)
$\square$ (14) Standard pushing height 90 - 100 cm (+7 cm for RH 50)

 $\square$  (..15) Pushing height high 100 - 110 cm (+7 cm for RH 50)

N° 6531...

### **Back angle**

Factory setting (The setting can be changed later):

N°698210

□ 95° N°698211

☐ 100° N°698212

If not selected, 90° is the standard setting

If you use your own seat shell, please go

directly to page 5.



To configure the **ERGO-Version** please continue on page 3.



<b>Configuration</b>	of the	e ERGO	version
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The following articles on this page and on page 4 are reserved exclusively for the ergonomic seat and back unit

ERGO-back	cushion		
WITHOUT ERGO back cushion	Anatomically shaped back cushion for ERGOback (in the middle about 3 cm thick), with lateral support and slight lumbar support.  incl. cover choice of cover color see below	ADDITIONAL cover for ERGO back cushion in chosen cover color	☐ WITHOUT cover for ERGO-back cushion
	N° 891300 CPD 740,- €	N° 891301 230,-€	N°998912 ./. 120,- €

ERGO-seat	cushion			
WITHOUT ERGO seat cushion	anatomically formed seat cushion for ERGO-seat  incl. cover choice of cover color see below	☐ Incontinence cover for seat cushion	ADDITIONAL cover for seat cushion in chosen cover color	□ WITHOUT cover for seat cushion
	N° 891002 CPD 499,- €	N° 891004 190,- €	N° 891003 186,- €	N°998001 ./. 30,- €

Side uphols	tery			
□ WITHOUT	☐ Side upholstery inside for ERGO seat cushion (cushion thickness per side approx. 2,5cm)			
side uphols-	incl. cover, choice of cover color see below			
tery	Choosing side upholstery reduces the selected seat width by 5 cm	n		
	N° 458205	CPD 1	69,	- €

Choice of Trevira cover color Note: Color views may differ from reality depending on the screen view / printout and are only for initial orientation.									
Please choose your color of the	chosen covers (back	<pre></pre> <pre>&lt;</pre>	e guards):						
□ black (30) □ grey (31)	☐ night blue (32)	☐ ultramarine blue	e (33) 🗆 petrol (34)	☐ applegreen (35	) 🗆 burgundy (36)	□ red (37)	□ pink (38)		
N° 80 (seat cushion/anat. cus	shion) /	N°85 (back cushi	ion/anat. back cus	hion) / <b>N</b> °	<b>4582</b> (side uphol	stery)			

Back configuration (choose back height A	AND assembly	y height of p	ush bar)					Back angle
Back height ERGO-version (N°125)	□ 35	□ 40	□ 45	□ 50	□ 55	□ 60	□ 65	Factory basic setting. (The setting can be changed later):
Push handle overall height adjustment of 20 cm possible.	assembly height push bow at BH 35 / 40 / 45:				height pus <b>55 / 60 / 6</b>	☐ 90° N°698210 ☐ 95° N°698211		
307° adjustable in angle by steel joint	□(10) <b>Standard</b> sliding height 90- 100 cm				idard sliding hi	□ 100° N°698212		
PLEASE SELECT THE ASSEMBLY HEIGHT	(11) <b>High</b> sliding height 100-110 cm			☐(13) High sliding hide 107-117 cm without selection, the standard installation height				Without selection is 90 °
N° 6531 0,- €	height applies			applies				the default

N° 6982.

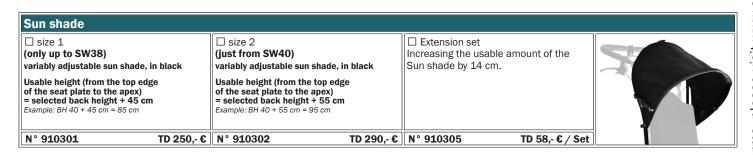
Without selection = upper pivot point for pre-assembly



### Pivot point seat-/back unit So that we can pre-assemble the optimal pivot point of the seat and back unit, please choose between the upper and lower pivot point. upper pivot poin Pre-assembly on: □ lower pivot point (For people **UP TO** 150 cm bodyheight) (..20)(For people **STARTING AT** 150 cm bodyheight) □ upper pivot point (..21)

0,-€

Lateral support			
Pad (incl. removable cover)		Lateral support holder FOLDABLE	Lateral support holder FIX
for holder Size 1:	for holder Size 2:	☐ Foldable lateral support holder incl. linkage and extension	☐ Screwed lateral support holder, incl. linkage
□ 10 x 7 cm (0104)	☐ 12 x 9 cm (0206)	Without Pads	Without Pads
□ 10 x 9 cm (0105)	☐ 15 x 10 cm (0204)	Length difference of the holder Size 1 to	Length difference of the holder Size 1 to
☐ 12 x 9 cm (0106)	□ 18 x 13 cm (0205)	size 2 is about 4.5cm	size 2 is about 4.5cm
Linkage for holder Size 1: 10x7cm / 10x9 cm / 12x9 cm  N° 6859 CPD 116,-€/ P			Adjustable in height
10x7cm 10x9cm 12x9cm	15x10cm 18x13cm	N°68590211 CPD 520,- € / P	N°68591082 CPD 118,-€/P



End of the ERGO-configuration, continue on page 5

for general configuration.



configuratin - cf.

# From here: General configuration

The following articles are suitable for use with the ERGO seat and back unit and the seat shell base.

# Seat width / seat depth configuration:

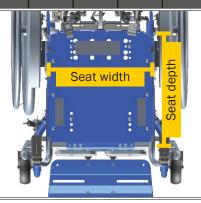
### Selection of seat width AND seat depth Info on tilting: A gas pressure spring is installed up to seat width 36; From seat width 38, two gas pressure springs are always installed. seat width (N° 10..) measurements in cm seat depth (N° 11..) 28 30 50 Frame size 26 32 38 42 28 Size 0 $(N^{\circ}1300)$ 34

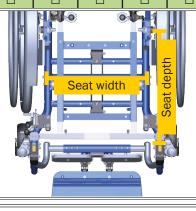
	36							
Size 1	32							
(N°1301)	34							
(N 1301)	36							
0! 0	38							
<b>Size 2</b> (N°1302)	40							
(N 1302)	42							
Ci-o 2	44							
Size 3	46							
(N°1303)	48							
Size 4	50							
(N°1304)	52							

# ERGO-version

(View from above)

The seat depth is without upholstery



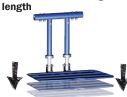


Seat shellversion (View from above)

# **Dynamic leg support**

# for Standard-LLL

# □ Dynamic leg support for standard lower leg



Possible distance top edge seat to top edge footplate: 31 to 45 cm

# for short LLL

□ Dynamic leg support for short lower leg length



Possible distance top edge seat to top edge footplate: 23,5 to 33 cm

0,- € N° 405401

# Leg support options

### **Equinus foot suspension**



# N° 405405 128,-€

Locking mechanism

Locking mechanism at 90° for dynamic leg supports 405400/01

### Heel cups inclusive straps

alu black, inclusive straps for heel cups (with velcro fastener)

- $\square$  size 1 (...21) (up to foot width 6,5 cm)
- ☐ size 2 (...22) (til foot width 8,5 cm) (from SW 28 cm)

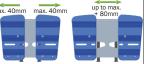
size 3 (..23) (til foot width 9,5 cm) (from SW 30 cm)



# Width adjustable footplate

☐ Undivided foot plate, depth 230 mm, adjustable in width by max. 80 mm (depending on model and configuration). Offers the option of setting the maximum usable width individually

- Only in combination with N ° 405400 - Not in combination with heel edge



# Calf pads for dynamic leg supports

# ☐ Two-part calf pad,

N° 403007

padding thickness 2 cm, adjustable in height and width Including elastic Nylon cover. black.



# Foot fixation

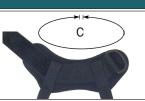
295,- € N° 4009

with Velcro fastener and pulley inclusive belt buckles for self-assembly

64,- € N° 4020..

- □ sz. 1 (..01)
- □ sz. 2 (..02)
- □ sz. 4 (..03)

247,- € N° 7812.



200,- €/P N° 405514

Circum-Size ference C 15-20 cm 2 19-23 cm 24-28 cm

AC 165,- €/P

199,-€/P

SORG Rollstuhltechnik GmbH + Co. KG, Benzstraße 3-5, D 68794 Oberhausen-Rheinhausen / Germany, fon +49 7254-9279-0, fax +49 7254-9279-10, info@sorgrollstuhltechnik.de, www.sorgrollstuhltechnik.de As of: 5. März 2024, 2:17 Uhr. Illustrations may differ from actual product execution. Technical alterations and misprints excluded.

<b>Specificaton of Wheelchair dimensions</b> (Distance upper ege of the seat to upper edge of the footpla									
Maximum adjustable Wheelchair dimension = seat height - 8 cm; Final dimension distance max. 45 cm									
Specify:	Specify:	Result: Wheelchair dimensions Distance upper edge of the seat							

Lower leg length (LLL)



and the upper edge of the footplate - Cushion thickness



All measurements in cm

### Lower leg length:

Specification of the distance in cm between the hollow of the knee and the sole of the foot at a 90° knee position angle

### Thickness seat cushion:

Indication of the thickness of the planned seat cushion

### **Wheelchair Dimensions:**

Distance from the upper edge of the seat to the upper edge of the footrest in cm (without taking into account the thickness of the seat cushion). From your information regarding the lower leg length and thickness of the seat cushion, we calculate the distance from the top edge of the seat to the top edge of the footrest and mount this on the leg support you have chosen.

### Example:

Your information: LLL = 31 cm, seat cushion thickness = 5 cm Manufacturer assembly: In this example, SORG mounts the footrest at a distance of 26 cm from the footrest.

Selection of seat height / rear wheels size									
			Seat heig	ht (in cm),	without se	at cushion			
rear wheel	41	43	45	48	50	52	54	56	
16"				戸//					
20"	月//								
22"									
24"				2					
possible caster wheels sizes	5"	5"-5,5"	5"-6"	5"-7"	5"-7"	5"-7"	5"-7"	5,5"-7"	
Teach and the state of the stat			61 - 14 - 1 - 114 - 1						

If the seat depth is smaller than the specified seat depth, there may be a conflict with the tilting (armrest <>> wheel cover) 1 = from seat depth 34 2 = from seat depth 38



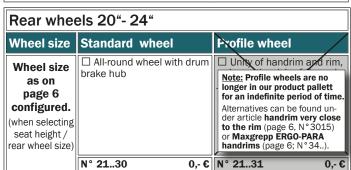
AND

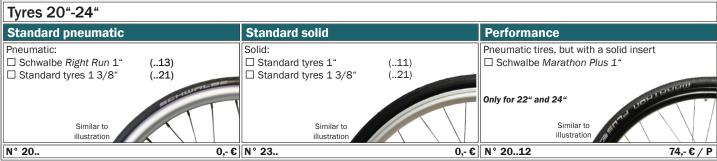
= 1. Possible, but due to the conflict between armrests and wheel protection, the entire

tiltable space may not be available 2. not with frame size 4 or SD 28-34

Caster wheels						
Standard PU	Standard solid rubber	Standard pneumatic	Design PU	Design solid rubber		
Polyurethan:  □ 5" (2805)  □ 6" (2803)	Solid rubber:   5 " (2809)   5,5 " (2802)   6 " (2811)   7 " (2813)	Pneumatic, grey:  General Gene	Polyurethane, transparent, with LEDs:  □ 5" (2834)	Solid rubber, black, with alu rim  5" (2836)  6" (2838)		

Caster forks		Caster wheel options		
Standard Aluminum	Design Aluminum	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 8.  Without specifying a color number, the selected frame color is used for coating.  Anodized colors are only possible in the design package.	Caster wheel track fixation (straight)	☐ Locking mechanism for track fixation	
N° 2826 0,- €	N° 2829 TD 70,- € / P	N° 2851 166,- € / P	N° 2850 208,- € / P	





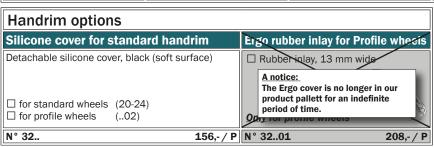


next to the frame colors on page 8 Without specifying a color number, the selected frame color is used

Anodized colors only possible in the design package

for coating.

490,- €/P N°303000



460,- €/P N°34..

function.

368,- €/P N°341501...

N°33.

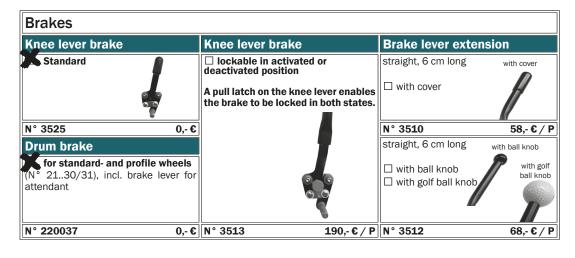


Spoke cover		Spoke cover design decors only for wheelsize 20"-24"				
Transparent		Please specify the desired m	lease specify the desired model of the corresponding manufacturer:			
☐ transparent (00)		□ www.speichen-schutz.de		□ www.wheelchairgadgets.com		
Only for wheelsize 20"-24"						
N° 25	172,- € / P	N° 2526	TD 180,- € / P	N° 2527	TD 180,- € / P	

Wheel cover		
for rear wheels 16"-24"		
Wheel cover long for 20", 22" and 24"	□ Wheel cover short for 16", 20", 22" and	
N° 5210 <b>220,- €</b> /	' P N° 5211	180,- € / P

Colors					
Frame colors (frame / ergonomic seat and back unit)					
Finish alternatives	Moderate metallic effect	Not metallic	Special colors (without addition	onal charge, except for Nightblue)	
matt (not possible with special colors)	□ Cream white (17)       □ Brilliant Blue (08)         □ Zinc yellow (02)       □ Dark Blue (16)         □ Chrome yellow (06)       □ Dark Green (15)         □ Pure Orange (21)       □ Goblin Green (33)         □ Crimson (04)       □ Titan Grey (34)         □ Girly Pink (19)       □ King´s Blue (32)         □ Pastel Blue (20)	☐ Black (31)	strong metallic-effect:  ☐ Silver metallic (36)  Coarse structured surface: ☐ Coarse black (27)	Dormant colors:  ☐ Firered (45) ☐ Violet (50)  Dormant color with add. charge: ☐ Nightblue (47)  AC 90,- €	
Design package color	anodization (Color examples for anodized colo	rs can be found on our we	ebsite in the area equipment)		
□ anodized blue (01) □ anodized red(02) □ anodized green (03) □ anodized goldorange (04) □ anodized wiolet (05) □ anodized violet (05) □ anodized wiolet (05) □ anodized wiolet (05) □ anodized blue (01) □ anodized wiolet (05) □ a		, , , , ,			
N°1573 CPD 295,- €	setting.				

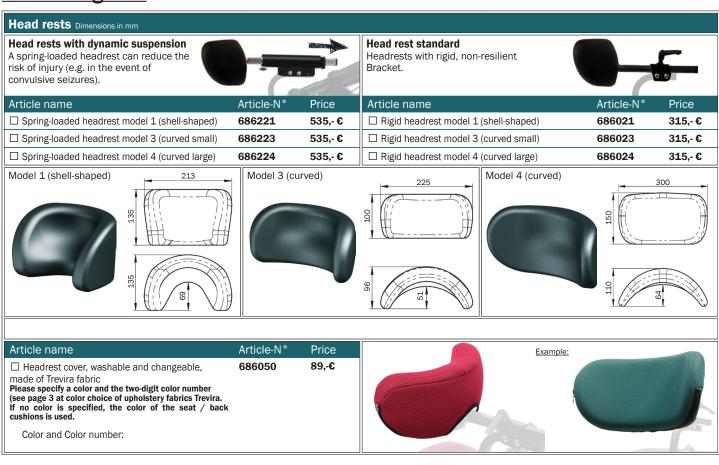
Raw delivery				
Raw state	Subsequent coating			
□ of the following components: 3-part ERGO-back, ERGO-seat, ERGO-side guards	☐ in chosen frame color.  Components: 3-part ERGO-back, ERGO-seat, ERGO-side guards			
N° 999950 0 €	N° 999915 220€			





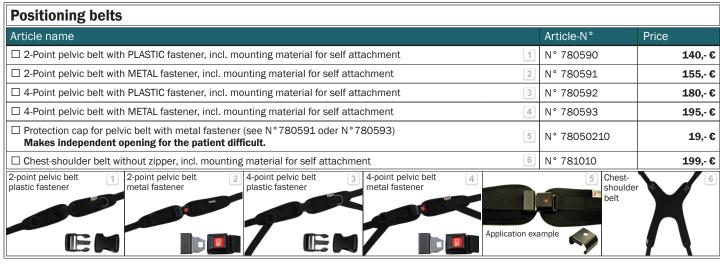
Therapy tables (is mounted in the ERGO version and enclosed loose in the delivery for the seat shell version.)						
Article name	Article-N° Price		Variation examples	Suitable sea	nt width	
Mounting Variation 1: hinged sidewards, adjustable in hat variation 1 please select the mounting side: ☐ left ☐ rig	O	ance		with ERGO-Var	1	
$\square$ Therapy table Transparent, Variation 1 <b>Sz. 1</b> (45 x 36 cm)	N° 920410	325,- €		size therapy table	seat width ERGO-Version	
☐ Therapy table Transparent, Variation 1 Sz. 2 (59 x 45 cm)	N° 920411	340,- €		sz. 1	max. SW 30	
$\square$ Therapy table Transparent, Variation 1 <b>Sz. 3</b> (70 x 50 cm)	N° 920412	370,- €		0		
Mounting Variation 2: adjustable in height and distance, plugged under arm rests on both sides.				sz. 2	max. SW 44	
Arm pads required				sz. 3	max. SW 50	
☐ Therapy table Transparent, Variation 2 <b>Sz. 1</b> (45 x 36 cm)	N° 920710	325,- €				
☐ Therapy table Transparent, Variation 2 <b>Sz. 2</b> (59 x 45 cm)	N° 920711	340,- €				
$\square$ Therapy table Transparent, Variation 2 <b>Sz. 3</b> (70 x 50 cm)	N° 920712	370,- €				

# **Positioning aids**





ဂ



Upper belt holder	Lower belt holder		Вє	elt buckles "ex	tra-strong"	
upper belt holder For fastening the belt buckles of the selected belt (here: chest-shoulder belt).			for	Extra strong belt buckles for pelvic belts / chest-shoulder belt  These additional belt buckles are included in the delivery.		
			Pie	eces	Article-N°	Price
				2 pieces	N° 78011102	TD 35,- €
Supplied loose or mounted on the he-	4 attachment points			4 pieces	N° 78011104	TD 68,- €
adrest (if ordered)	for belt buckles (2x left, 2x right)			6 pieces	N° 78011106	TD 100,- €
N° 780130 95,- €	N° 780100	64	1,- € □	8 pieces	N° 78011108	TD 133,- €

Frame options/equipment						
Anti-tipper	Wheel base extension	Rigid frame	Outdoor front end	Splash guard		
swing-away Mounting: pair	□ Wheel base extension 9,5cm      N° 7676     274,-0      Step tube     mounting     □ left □ right     □ pair	☐ for increased Torsional stiffness Frame does not grow with the width.  Not possible with seat width 26 and 28	Outdoor Front End, adjustable in width and length, facilitates significantly active and passive driving on soft or rough surfaces, incl. mounting aid.	☐ Splash guard for Outdoor Front End, made of plastic		
N° 721599 0,-	) € N° 7400 74,-€	N° 597695 419,-€	N° 599520 CPD 479,- €	N° 59951212 CPD 85,- €		

Transport brackets					
Compatibility with electrical drive systems or Outdoor-Front-End	Transport brackets				
Please tick appropriate box if number N° 58507610 was selected (Without tipping an appropriate box, delivery will be without compatibility to additional systems):  Outdoor-Front-End (restraint brackets at the front) Neither  Restraint brackets must be replaced by a subsequent fitting of an Outdoor-Front-End or an electrical drive system to the wheelchair	☐ Transport brackets (4 pieces) for transportation in a handicapped accessible passenger car	CRASH TESTED ISO 7/76-19			
	N°58507610	CPD 366,-			

Notes:



# Terms and conditions

(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 ap-proved 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 - 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.

### 3. Conclusion of Contract

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 table 1 a 30-day payment deather its executed, a death yate of 30 map of its perfect respective by 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.

### Offers and Validity

All current price lists are generally valid until December 31 of the respective year, or until new price lists 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.

(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 deterioration 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.

9. Damage through DeliveryAngelieferte Gegenstände sind, auch wenn sie unwesentliche M\u00e4ngel 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

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 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.

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 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 must not transier 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 co-ownership 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

In Copyright rolection 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. 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 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 ectiveness of all other clauses

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