

# **Cancellation right**

## **Withdrawal 1**

**Consumers** are entitled to a right of withdrawal according to the following provisions, whereby a consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity:

**As an end consumer (in the sense of the German Commercial Code)**, you can revoke your contractual declaration within 14 days without giving reasons in writing (e.g. letter, fax, e-mail) or - if the item is delivered to you before the deadline - by returning the item. The time limit begins after receipt of this notification in writing, but not before receipt of the goods by the consignee (in case of recurring deliveries of similar goods not before receipt of the first partial delivery) and also does not fulfill our obligations under Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB and our obligations under § 312e paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation or the item shall be sufficient to comply with the revocation period.

The revocation is to be sent to:

MediaLas Electronics GmbH  
Vogtshalde 9  
72336 Balingen  
Fax 07433-9079922  
Mail: sales@medialas.com

The timely dispatch of the revocation or the goods is sufficient to comply with the revocation period.

### **This right of revocation does not apply to contracts:**

- (1) for the delivery of goods which we have manufactured according to your specifications or which were clearly tailored to your personal needs or which are not suitable for return due to their nature or which, as further processing components, require processing by the customer, are or were already processed or can no longer be described as new.
- (2) for the delivery of audio or video recordings or of software and programs or programmed shows, provided that the delivered data carriers have been unsealed, used or demonstrated by you. Unsealing in this context also means opening the packaging and using or playing the enclosed data carrier.
- (3) for the delivery of illuminants, semiconductors, fluids, laser diodes, LEDs or similar consumables or items subject to wear and tear.
- (4) for commercial buyers within the meaning of the HGB.

### **Consequences of revocation**

In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered. If you are unable to return the performance received in whole or in part or only in a deteriorated condition, you may be required to compensate us for the loss in value.

This shall not apply to the surrender of goods if the deterioration of the goods is exclusively due to their inspection - as would have been possible for you in a store, for example. You do not have to pay compensation for any deterioration caused by the intended use of the goods.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. In the case of goods which, due to their nature, cannot be returned normally by post, the costs for goods which cannot be sent by parcel post are estimated at a maximum of around EUR 90. You must pay for any loss in value of the goods only if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.

Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation or the goods, for us with the receipt of the returned goods.