

FACT SHEET

For the 2014 Withdrawal Policy (in effect from 13/06/2014)

“The Consumer Rights Directive – CRD” came into effect on the 13th of June, 2014. Amongst other things, there is a new Consumer Right of Withdrawal for distance contracts. Get acquainted with all the possible variants*** of the new revocation policy (goods sold that are exclusively shippable, the returns on which the consumer must pay):

The Consumer Right of Withdrawal

[A ‘consumer’ is any natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. A consumer is also any natural person who concludes a legal transaction prior to undertaking operations with their business in order to create the conditions for the business. Companies are all established organisations pursuing independent business.]

Right of Revocation

Revocation Rights

You have the right to withdraw the contract within 14 days without specifying a reason. The revocation right is 14 days from the day when you, or a third party chosen by you (who is not the carrier), has received the goods into your/their possession.

To exercise your right of withdrawal, you must inform us about your decision to revoke the contract (i.e. by posting a letter, by fax or by e-mail) (Max Mustermann GesmbH, Musterstrasse 1, 1234 Musterstadt, Telephone: 01/12345; Fax: 01/1234567, E-Mail-Address: max@mustermann.at) You may use the attached model of the withdrawal form, though it is not required. You can also find a model of the withdrawal form on our website, as well as other clear declarations (www.mustermannshop.at) to fill in and send. If you make use of this service, we will send you an immediate confirmation (by e-mail) about access to your revocation to be submitted.

To ensure the preservation of the withdrawal period, it is enough to notify us that you are exercising the right of withdrawal before the end of the withdrawal period.

Effects of the Withdrawal

If you withdrawal a contract, we will immediately, and within 14 days from the day we are notified of the withdrawal of contract, reimburse all the payments we have received from you including the shipping costs (with the exception of additional costs accrued if you decided upon a different kind of shipping than the inexpensive standard shipping offered by us). For this reimbursement, we utilise the same method of payment that was used to make the sale, unless something different was agreed upon;

under no circumstances will there be extra charges because of this reimbursement.

We can withhold the reimbursement until we have received the goods back, or until you have notified us that you have sent the goods back; whichever occurs first.

You have shipped the goods back immediately or given them over and, in every case, no later than 14 days from the day we were notified of the withdrawal of contract. The term is ensured when you return the goods within 14 days before the end of the term.

You must pay the immediate costs of the return shipment.

You must only pay for goods when it is able to be proven that the goods have been handled falsely regarding their quality, characteristics and functionality, causing a loss of value.

Exclusion of the Right of Withdrawal

The right of withdrawal doesn't exist for shipping contracts

- for goods that are not prefabricated and, for their own production, have features or stipulations made relevant by the consumer or are made to the personal specifications of the consumer, for the shipping of goods
- that can quickly spoil or those with a quick expiration date;
- for the delivery of sealed goods that, for hygienic reasons, cannot be returned when their seal has been broken or removed;
- for the delivery of goods that are mixed inseparably with other goods after delivery;
- the delivery of alcoholic beverages, their price agreed upon at the close of contract, that can be delivered (at earliest) 30 days after the close of contract and their current worth, influenced by market fluctuations that the entrepreneur has no influence over;
- the delivery of audio and video recordings or computer software in a sealed package when the packaging has been removed after delivery;
- the delivery of periodicals, newspapers or illustrations with the exception of subscription-contracts.

***Conditions for the use of this edition of the withdrawal form are:

- The exclusive sale of goods of complete deliveries in one package;
- The additional preparation of a model revocation form on the website;
- If the buyer pays the immediate costs for a return;
- No different return addresses;
- If the purchasing contract is not connected with a finance contract.

