

## **Cancellation right**

### **Widerrufsrecht für den Verkauf von Waren**

#### **Right of withdrawal for the sale of goods**

##### **Revocation right for consumers**

(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.)

##### **Instructions for revocation**

###### **Revocation right**

You have the right to revoke this contract within 14 days without specifying any reasons. The revocation period is 14 days with effect from the day,

- on which you or a third party nominated by you, which is not the carrier, had taken possession of the products, provided you had ordered one or more products within the scope of a standard order and this/these product/products is/are delivered uniformly;
- on which you or a third party nominated by you, which is not the carrier, had taken possession of the last product, provided you had ordered several products within the scope of a standard order and these products are delivered separately;
- on which you or a third party nominated by you, which is not the carrier, had taken possession of the last part delivery or the last unit, provided you had ordered a product, which is delivered in several part deliveries or units;

To exercise your right of withdrawal, you must inform us (**M&S Bauelemente GmbH, Im Herrengarten 25c, 49434 Neuenkirchen-Vörden, Telephone number: 054936075801, E-Mail address: metallbau@ms-bauelemente-gmbh.de**) by means of a clear declaration (e.g. a letter sent by post, or an e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to safeguard the revocation period, it is sufficient that you send the notification about the exercise of the revocation right before the expiry of the revocation period.

##### **Consequences of the revocation**

If you revoke this contract, we shall repay all the payments, which we received from you, including the delivery costs (with the exception of additional costs, which arise from that fact that you selected a form of delivery other than the most reasonable standard delivery offered by us), immediately and at the latest within 14 days from the day on which we received the notification about the revocation of this contract from you. We use the same means of payment, which you had originally used during the original transaction, for this repayment unless expressly agreed otherwise with you; you will not be charged any fees owing to this repayment.

We can refuse the repayment until the products are returned to us or until you have furnished evidence that you have sent the products back to us, depending on whichever is earlier.

You must return or transfer the products to us immediately and, in any case, at the latest within 14 days with effect from the day on which you inform us of the revocation of this contract. The deadline is maintained if you send the products before the expiry of the 14 day deadline.

You bear the direct costs for returning the products.

You must pay for any depreciation of the products only if this depreciation can be attributed to any handling with you that was not necessary for checking the condition, features and functionality of the products.

##### **Criteria for exclusion or expiry**

The revocation right is not available for contracts

- for delivery of products, which are not prefabricated and for whose manufacturing an individual selection or stipulation by the consumer is important or which are clearly tailored to the personal requirements of the consumer;
- for delivery of products, which can spoil quickly or whose use-by date would be exceeded quickly;
- for delivery of alcoholic drinks, whose price was agreed at the time of concluding the contract, which however can be delivered 30 days after the conclusion of the contract at the earliest and whose current value depends on the fluctuations in the market, on which the entrepreneur has no influence;
- for delivery of newspapers, periodicals or magazines with the exception of subscription contracts.

The revocation right expires prematurely in case of contracts

- for delivery of sealed products, which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after the delivery;
- for delivery of products if they have been mixed inseparably with other goods after the delivery, owing to their condition;
- for delivery of sound or video recording or computer software in a sealed package if the seal has been removed after the delivery.

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### **Specimen - revocation form**

(If you wish to revoke the contract, please fill up this form and send it back to us.)

- To M&S Bauelemente GmbH, Im Herrengarten 25c, 49434 Neuenkirchen-Vörden, Email address: metallbau@ms-bauelemente-gmbh.de  
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- I/we (\*) herewith revoke the contract concluded by me/ us (\*) regarding the purchase of the following products (\*)/  
the provision of the following service (\*)

- Ordered on (\*)/ received on (\*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of a notification on paper)

- Date

(\*) Cross out the incorrect option.