

# **Cancellation right**

## **Withdrawal 1**

Extract from our terms and conditions

### **8. Right and consequences of rescission for consumers pursuant to KSchG and the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz - FAGG)**

8.1 If the Customer is a consumer within the meaning of the KSchG and if he has concluded this contract with us as a distance contract or off-premises, he can rescind the contract from this time onwards up until the expiration of the time limits stated in sections 8.2 without giving any reason. To rescind, the Customer has to inform us with an unequivocal statement (eg, a letter sent via post, fax or email) setting out his decision to withdraw from the contract. The rescission is not subject to a specific form. The Customer may use the attached model withdrawal form.

8.2 The time limit for rescission is 14 calendar days, from the day on which the consumer or a third party indicated by the consumer, other than the carrier, acquires physical possession of the goods or the last partial delivery. For contracts concerning the provision of services, from the date of conclusion of the contract.

8.3 The consumer shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to us. The deadline shall be met if the consumer dispatches the goods before the period of 14 days has expired.

8.4 The consumer shall bear the direct cost of returning the goods. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

8.5 If we fail to fulfil our obligations to provide information pursuant to section 4 (1) (8) FAGG the time limit for rescission shall be extended by twelve months from the time limit stated in section 8.2. If we fulfil our information obligations within this extended time limit, the time limit for exercising the right of rescission stated in section 8.2 shall commence at the time of conveyance of the information by us.

8.6 The consumer has no right of rescission regarding any contracts listed in section 18 FAGG.

8.7 If the Customer withdraws from a contract, we shall reimburse to him all payments received from him, including the costs of delivery (with the exception of additional costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day of receipt the Customer's decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless he has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.