

## **Notice of right of cancellation**

## **Right of cancellation**

(1) You have the right to cancel this contract within fourteen days without specifying reasons. The cancellation period amounts to fourteen days from the date on which you or any third party designated by you who is not the carrier took possession of the last goods. If you have ordered several goods within the framework of a single order and these are delivered separately, the cancellation period amounts to fourteen days from the date on which you or any third party designated by you who is not the carrier took possession of the last goods. If you have ordered goods which are delivered in several part consignments or units, the cancellation period amounts to fourteen days from the date on which you or any third party designated by you who is not the carrier took possession of the last part consignment or the last unit. If you have ordered goods which are intended to be delivered on a regular basis during a fixed period, the cancellation period amounts to fourteen days from the date on which you or a third party designated by you who is not the carrier took possession of the first goods.

(2) In order to exercise your right of cancellation, you must inform us,

mawa design Licht- und Wohnideen GmbH Ebereschenring 12 – 13 14554 Seddiner See

info@mawa-design.de

Telephone: 033205/228822 Fax: 033205/228823

by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. For this purpose, you may use the specimen cancellation form attached, but this is not compulsory. In order to comply with the cancellation period, it is sufficient if you send the notification of the exercise of your right of cancellation before the cancellation period expires.

## **Consequences of cancellation**

- (1) If you cancel this contract, we have to refund all payments which we have received from you, including the delivery costs (with the exception of any additional costs which arose through your having selected a different mode of delivery than the cheapest standard delivery offered by us). The refund will be made promptly and at the latest within fourteen days from the date on which we receive the notification of your cancellation of this contract. For this refund, we will use the same means of payment as you used in the original transaction unless otherwise expressly agreed with you; in no case will you be charged any fee in connection with this refund. We may refuse to make repayment until we have received back the goods or until you have provided proof that you have returned the goods, whichever date is earlier.
- (2) You must return the goods without delay and in any event no later than within fourteen days from the date on which you inform us of the cancellation of this contract, addressed either to us or preferably to our production address (mawa design Licht- und Wohnideen GmbH, Ebereschenring 12-13,14554 Seddiner See); alternatively, you may deliver the goods there.
- (3) The time period is deemed to be observed if you dispatch the goods prior to the expiration of the fourteen day period. You bear the direct costs of returning the goods.
- (4) You are only liable for any diminished value of the goods if this diminished value results from handling other than what was necessary to examine the quality, features and functioning of the goods.

## **Exceptions to the right of cancellation**

The right of cancellation does not exist in the case of contracts for the delivery of goods which are not prefabricated and the manufacture of which requires an individual selection or determination by the consumer or in the case of goods which are clearly tailored to the personal needs of the consumer.