

# RIGHT OF CANCELLATION/WITHDRAWAL

Issued 05/11/2020

The term “right of cancellation” used in Austria corresponds to the term “right of withdrawal” used in Germany and in the Consumer Rights Directive. We therefore use the synonymous terms “Right of revocation (Cancellation)”. The term “right of revocation” is used exclusively in the revocation instruction. This means the same as the Austrian term “Right of cancellation”. You can find details of this in the revocation instruction.

The right of revocation does not apply to goods which were produced to the Customer’s specifications, or which were custom-made to suit the Customer’s personal requirements. This applies in particular to goods which were custom-made by us, for example, goods which incorporate all or part of the customer’s name, logo or initials.

## Start of revocation instruction:

**Exercising the right of revocation for a contract for the supply of one or more items.**

- a) Exercising the right of revocation for a contract for the supply of one or more items in a consignment.**

**“Right of revocation”**

**You have the right to revoke this contract within 14 days, without giving a reason. The revocation period is 14 days from the date on which you or a person authorised by you, other than the carrier, took possession of the goods.**

- b) Exercising the right of revocation for a single order for supply of multiple goods shipped in multiple partial deliveries.**

**“Right of revocation”**

**You have the right to revoke this contract within 14 days, without giving a reason. The revocation period is 14 days from the date on which you or a person authorised by you, other than the carrier, took possession of the goods.**

c) Exercising the right of revocation for a contract for the supply of goods in partial deliveries or consignments.

**“Revocation instruction”**

You have the right to revoke this contract within 14 days, without giving a reason. The revocation period is 14 days from the date on which you or a person authorised by you, other than the carrier, took possession of the last item.

In all cases, the following will apply:

To exercise your right of revocation, you must inform us

**HMS Präzisionstechnik GmbH  
Gewerbestraße 11  
5301 Eugendorf bei Salzburg  
AUSTRIA**

in writing by post, fax or email, of your decision to cancel the contract. You can use the attached “Revocation instruction” for this purpose, although this is not mandatory.

For the cancellation to be valid, your notice of revocation must be sent before expiry of the revocation period.

Following revocation:

If you cancel the contract, we are required to refund all the payments received from you, including delivery costs (apart from any additional costs resulting from your choice of a delivery method other than the standard delivery), within a maximum of 14 days from the date on which we received your revocation instruction. We will refund the payment using the same payment method used for the original transaction, unless another method has been expressly agreed with you. Under no circumstances will a fee be charged for the refund. You must return the goods to us no later than 14 days from the date on which you informed us of the cancellation of the contract, to:

**HMS Präzisionstechnik GmbH  
Gewerbestraße 11  
5301 Eugendorf bei Salzburg  
AUSTRIA**

. The time limit will have been observed if you return the goods before expiry of the 14-day period. You are responsible for the direct cost of returning the goods.

You are only required to meet the cost of any loss of value of the goods if the loss of value was attributable to your having handled the goods in

a way that was not necessary to determine their nature, properties and functioning.

## **End of revocation instruction:**

**Annex:** Model revocation instruction

*This will be attached to each order; we ask that this form is used where possible, and we also provide a sheet indicating the order number; please include this with any returns; This will make it easier to process your cancellation or revocation, but it is not a prerequisite.*

# REVOCATION FORM

If you wish to cancel this contract, please complete this form and return it to:

HMS Präzisionstechnik GmbH  
Gewerbestraße 11  
5301 Eugendorf bei Salzburg  
AUSTRIA

I/we \* hereby cancel the contract for the sale of the following item(s)  
\*/the fulfilment of the following service \*

Ordered on \*/received on \*

Name of Buyer(s) \*

Address of Buyer \*

Signature of Buyer (only for printed notifications)

Date \*

\* Delete as applicable