



## Right to Cancel

Updated 2014-06-13

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us (Weingut Fuchs, owner Hans-Jakob Fuchs, Burggasse 1, D-67592 Flörsheim-Dalsheim, Phone +49-6243-213, Fax +49-6243-6116, email address: info@weingut-fuchs.de) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay, and not later than 14 days from the day we receive your cancellation of the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You 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 you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

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### Exclusions of the Right to Cancel

The right does not apply to contracts

- to supply goods which are not prefabricated and which are produced according to an individual choice or determination chosen by the consumer or which are unmistakably made for the customer's personal requirements;
- to supply goods which can spoil quickly or whose expiry date would quickly exceed;
- to supply alcoholic beverages whose price was agreed at the conclusion of the contract, but which can be delivered earliest 30 days after the conclusion of the contract and whose actual worth depends on market fluctuation unaffected by the supplier;
- to supply newspapers, journals magazines with the exception of subscription contracts.

The right of revocation expires prematurely in contracts

- to supply of sealed goods which are unsuitable for reasons of health or hygiene to return when their unsealed after delivery;
- to supply goods, if after delivery they were mixed due to their nature inseparably with other goods;
- to supply audio or video recordings or computer software in a sealed package, if the seal was removed after delivery.

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### Model Cancellation Form

To

Weingut Fuchs  
Owner: Hans-Jakob Fuchs  
Burggasse 1  
D-67592 Flörsheim-Dalsheim  
Fax number: +49-6243-6116  
Email address: info@weingut-fuchs.de

I hereby give notice that I cancel my contract of sale of the following goods:

Ordered on/received on:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date: