

## 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 one month without specifying any reasons. The revocation period is one month 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;

In order to exercise your revocation right, you must inform us (**Hans Jürgen Mayr, Lehrstr 13, 63128 Dietzenbach, Telephone number: +49 6074 826710, Fax number: +49 6074 8267128, E-Mail address: [widerruf@fotomayr.de](mailto:widerruf@fotomayr.de)**) of your decision to revoke this contract by means of a clear declaration (e.g. a letter sent via post, fax or email). You can use the enclosed specimen revocation form for this, which however is not mandatory.

You can also electronically fill up and send the specimen revocation form or another clear declaration on our website ([fotomayrshop.de](http://fotomayrshop.de)). If you use this option, we will immediately send you a confirmation (e.g. via email) about the receipt of such a cancellation.

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.

We bear the costs for returning the products that can be shipped via parcels. You bear the direct costs for returning the products that cannot be shipped via parcels amounting to 25,00 euros.

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 Hans Jürgen Mayr, Lehrstr 13, 63128 Dietzenbach, Fax number: +49 6074 8267128, Email address: [widerruf@fotomayr.de](mailto:widerruf@fotomayr.de) :

- 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.