

Revocation

1. Right of revocation

The right of revocation shall only apply to the consumers within the meaning of § 13 German Civil Code (cf. § 1 of these GTC).

Consumers shall have the right to revoke their contractual declaration in text format (e.g. letter, fax, e-mail) within one month, without giving any reason or, if the item was surrendered to them before the deadline, by sending back the item. The deadline starts from the receipt of this instruction in text format, but not before the receipt of the goods by the recipient (in case of repeated delivery of equal goods not before the receipt of the first partial delivery) and not before the fulfilment of our information obligations acc. to art. 246 § 2 in conjunction with § 1 section 1 and 2 EGBGB (Introductory Act of the German Civil Code) and the fulfilment of our obligations in accordance with § 312 g section 1 s. 1 German Civil Code in conjunction with art. 246 § 3 EGBGB. In order to meet the revocation deadline, the timely dispatch of the revocation or the item is sufficient.

The revocation must be sent to

LINDNER Intertrade GmbH
Goldbachstr. 13
09337 Hohenstein-Ernstthal
Fax: +49 (0) 3723 / 76961-18
E-Mail: office@lintrade.de

Consequences of revocation

In case of an effective revocation, the mutually received benefits and possibly derived profits (e.g. interest) shall be returned. In the event that you are unable return or to reimburse us for the benefits and profits received (e.g. benefits from use) in whole or in part or if you are only able to return them in a deteriorated condition, you are obliged to pay compensation for the value accordingly. For the deterioration of the item and for derived profits, you only have to pay compensation insofar as the profits or the deterioration results from a handling of the item going beyond the verification of characteristics and functioning. "Verification of characteristics and functioning" means the testing and trial of the respective goods, as it is e.g. possible and common in a retail shop. Items consignable by parcel post must be returned at our risk. You shall bear the regular costs of return if the delivered goods correspond to the ordered ones and if the price of the item to be sent back does not exceed an amount of 40.00 € or if, in case of higher prices of the item, you have not paid consideration or made a contractually agreed partial payment at the time of revocation. Otherwise, the return is free of charge for you. Items which are not consignable by parcel post are picked up at your premises.

Obligations for reimbursement of payments must be fulfilled within 30 days. For you, the deadline starts upon dispatch of your declaration of revocation or of the item and for us upon their receipt.

End of revocation instructions.

2.

In the following cases, your right of revocation shall be excluded:

For goods which are made according to customer specification or which are clearly adapted to the personal needs or which are not suitable for return due to their condition.

Return charges when exercising the right of revocation

In the event that you make use of your legal right of revocation (see revocation instructions), you shall be obliged to bear the regular return charges, provided that the delivered goods correspond to the ordered ones and the price of the item to be sent back does not exceed 40.00 € or, in case of a higher price of the item, you have not paid the consideration or made a contractually agreed partial performance at the time of revocation. Otherwise, the return is free of charge for you.