

INSTRUCTIONS ON CANCELLATION

Right of Rescission

You are entitled to rescind this contractual agreement within 14 days without providing any reasons.

The cancellation period is fourteen days as of the day

- of receipt of the merchandise by yourself or by a designated third party that must be someone other than the carrier, if you have ordered one or more products under one single order and the product/products is/are delivered as part of one single delivery;
- of receipt of the last merchandise by yourself or by a designated third party that must be someone other than the carrier, if you have ordered several products under one single order and the products are delivered separately.

In order to exercise your right of rescission, you must inform us (Marc Cain GmbH, Online Shop, Marc-Cain-Allee 4, D-72411 Bodelshausen, Fon: +49.7471.709-42 42, Fax: +49.7471.709-5 42 42, email: service@marc-cain.de) in writing (e.g. by means of a mailed letter, fax or email) about your decision to rescind this agreement. You may (but do not have to) use the enclosed sample cancellation form.

The cancellation period shall be deemed complied with if you mail the notification about the exercise of the right of rescission before expiry of the cancellation period.

Consequences of cancellation

Should you rescind this agreement, we shall be obligated to promptly, but no later than within 14 days as of receipt of your contract cancellation notification, refund any and all payments already received from you, including any delivery costs (except for any additional costs incurred as a result of your having opted for a type of delivery other than the most cost-efficient standard delivery that we offer). Unless expressly agreed with you otherwise, said refund shall occur through the same channel that you used for the original transaction; under no circumstances will you incur any fees for said refund. We may refuse to conduct said refund until the receipt of the merchandise or until you have proven that you have returned the merchandise, whichever is the earlier of the two.

You must return the merchandise promptly, but no later than within 14 days as of the day on which you have notified us that you are rescinding this agreement. Said deadline shall be deemed complied with if the merchandise is shipped before the expiry of the 14-day period. We will bear the cost of the return of the merchandise. You will have to pay for a possible depreciation of the merchandise only if said depreciation is attributable to a particular way in which you have handled the merchandise, which goes beyond a normal checking of the relevant condition, characteristics and functions of the merchandise.

- END OF INSTRUCTIONS UPON CANCELLATION -

2. Seller hereby informs Customer about the following sample cancellation form, as provided by law, which may, but does not have to, be used.

Sample Cancellation Form

(If you wish to rescind the agreement, please fill out this form and return it.)

- To:
Marc Cain GmbH, Online Shop, Marc-Cain-Allee 4, D-72411 Bodelshausen,
Fax: +49 7471 709-5 42 42, E-mail: service@marc-cain.de
- I/we (*) hereby rescind the agreement on the purchase of the following merchandise (*)/rendering of the following service (*) concluded by me/us (*)
- Ordered on (*)/received on (*)
- Name of Customer(s)
- Address of Customer(s)
- Signature of Customer(s) (only in the case of notifications in paper form)
- Date

(*) Please delete as applicable

3. Exclusion or early expiration of the right of rescission

The right of rescission does not apply, inter alia, to contracts for the delivery of merchandise that is not ready-made and for the production of which an individual selection or instructions by Customer is important, or which are specifically tailored to Customer's personal needs.

The right of rescission will be subject to early expiration, inter alia, in the case of contracts for the delivery of sealed merchandise, which – for reasons of health protection and hygiene – cannot be returned once the seal has been removed after delivery.