



Withdrawal

If the client is a consumer in the sense of Section 13 of the German Civil Code, the client shall be instructed about his legal withdrawal rights under the EU Consumer Rights Directive for contracts on the supply of digital contents and for contracts and providing services as follows (may also be retrieved at: www.ecodms.de/index.php/en/right-of-withdrawal):

Notice of Withdrawal

Right of Withdrawal

You have the right to withdraw from the contract within fourteen days of the order date, without providing reasons.

The withdrawal period is two weeks from the date of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us

ecoDMS GmbH
Dresdener Straße 1
D-52068 Aachen
Phone: +49 (0)241 47 57 2 - 01
Fax: +49 (0)241 47 57 2 - 29
Mail: info@ecodms.de

of your decision to withdraw from the contract by sending us a clear declaration in writing (e.g., a letter by mail, fax or email). Although this is not required, the specimen withdrawal form to be used can be found under the following link www.ecodms.de/index.php/en/gtc. The sample withdrawal form or any other clear declaration available under the link www.ecodms.de/index.php/en/gtc/withdrawal can also be entered electronically and submitted through our website. If you make use of this option, we shall immediately send you a confirmation of receipt of your withdrawal (e.g., by email).

The withdrawal term shall be deemed as observed if the notice of withdrawal has been sent well before the withdrawal term expires.

Consequences of Withdrawal:

When you withdraw from this contract, any payments that you may have made to us, including the delivery charges (with the exception of any additional costs of delivery of any type that you may choose rather than the standard delivery offered by us), shall be paid back to you within fourteen days of the day we received your notice of withdrawal from this contract. For this repayment, we shall use the same mode of payment that you used for the original transaction, unless agreed to otherwise with you in writing. Under no circumstances shall we charge you any fees for this repayment.



In case of a service contract:

Should you demand that services commence during the withdrawal period, you will be charged an appropriate amount in proportion to the extent of the services provided until you notify us of your withdrawal from this contract in comparison to the full coverage of the contract.

Right of Withdrawal Expiration

Pursuant to Section 356(4) of the German Civil Code, the right of withdrawal from a contract for the delivery of services shall expire even when the contractor has rendered the service in its entirety and has begun with the execution of the service only after having received explicit approval from the consumer who simultaneously confirms his awareness that he will lose his right of withdrawal upon complete fulfillment of the contract by the contractor.

Pursuant to Section 356(5) of the German Civil Code, the right of withdrawal from a contract for the supply of digital content that is not loaded onto physical data carriers shall expire even if the contractor has commenced execution of the contract, after the consumer

- 1. has expressly agreed that the contractor may begin with the execution of the contract before the end of the withdrawal period and*
- 2. has confirmed his awareness that he will lose his right of withdrawal upon complete fulfillment of the contract.*