## Cancellation Policy - Paul Gothe GmbH

Our shop is only for commercial customers (B2B) and therefore applies no statutory right of withdrawal.

#### Cancellation - Withdrawal

- You can withdrawal the contract before we start with the manufacturing of the product without giving a reason.
- The withdrawal period ends when the goods have been completed for you and are ready for shipping.
- A withdrawal after completion of the product or after shipment will be checked individually and decided in particular cases, if the withdrawal can be accepted.
- To exercise your right, you have to inform us in a way of unambiguous declaration (eg. as a consigned by post mail, fax or e-mail) of your decision to withdraw from this contract:

Paul Gothe GmbH, Wittener Str. 82, 44789 Bochum, service@paulgothe.de, phone: ++49 - 234 33 51 80, Fax: ++49 - 234 30 82 17.

- You can use the attached model withdrawal form, which is not mandatory, however.
- To meet the withdrawal deadline, it is sufficient that you send your communication concerning the right of withdrawal before the withdrawal period ends.

### Effects of withdrawal

- If you withdraw from this contract, we will reimburse all payments we have received from you, including the costs of supply (with the exception of the additional costs arising from the fact that you have chosen a type of delivery other than that offered by us), and repay immediately latest within fourteen days from the date on which the notification about your cancellation of this contract has been received us.
- For this repayment, we use the same method of payment that you used in the original transaction, unless you
  explicitly agreed otherwise; in any case you will be charged fees for this repayment.
- In the case of an accepted cancellation by sending the goods, you bear the direct cost of returning the goods. You
  only need to pay for any diminished value of the goods, where the value loss is due to a necessary to ascertain the
  nature, characteristics and functioning of the goods handling.
- Proposal has no right of withdrawal is in the following contracts:
  - Contracts for the supply of goods which are not prefabricated and for their production of an individual choice or decision by the consumer are required
  - which are clearly tailored to the personal needs of the consumer.

### Withdrawal form

• If you want to cancel the contract, please fill out this form and send it back.

To:

Paul Gothe GmbH, Wittener Str. 82, 44789 Bochum, service@paulgothe.de, Fax: ++49 - 234 30 82 17

Hereby give notice (s) I / We (\*) withdraw from my / our (\*) contract entered into for the purchase of the following products (\*) / provision of the following services (\*):

Ordered on (\*) / received on (\*):

Name / consumer (s):

Address of / consumer (s):

Signature / consumer (s) (only with message on paper)

Date

(\*) Delete as appropriate.

# Faulty Products

- If your product is dead or don' work correct on arrival, please contact our customer service centre to obtain an RMA number. Depending on the nature of the product purchased, we will either arrange for courier collection or request that you return the product to us directly. Please note that packaging arriving to us without a valid RMA number will be rejected and returned at your cost.
- All products are tested on return to verify the Product(s) is faulty, and always before a refund or replacement is processed. All products proven to be non-defective will be returned to you or will incur a restocking fee.
- If we have arranged for courier collection of your product, we are unable to specify the collection time and will require someone to be present when the courier comes. If you miss the courier you will be required to return the product to us yourself.

- Proof of postage is not proof of delivery, and you are therefore strongly advised to send your package by registered post or courier.
- If your Product(s) develops a fault and still within our guaranteed warranty period, please contact our customer service centre to arrange for replacement or in-warranty services.
- You are responsible for all costs associated with returning the product to us, and we will not pay or reimburse you for any associated costs. We recommend that products returned by post be sent by registered or certified mail. We accept no responsibility for loss or damage occurring in transit. If a product is not returnable under this policy, or under any terms and conditions of the Sale Package Agreement and/or is not returned to us in the original packaging, you take the risk.

### Damage in transit or shipping

- If you recognize damage to the goods or the packaging upon delivery, you have to demand a written confirmation of the damage from the transport person or you can refuse to take the delivery.
- According to section 30 of the CMR (Cargo Movement Requirement), complaints concerning any apparent defects
  incurred in transit must be made immediately on receipt of the goods. Any hidden defects incurred in transit must be
  notified in writing to the carrier within 24 hours of receipt of the goods by filling a notice of defect together with some
  proof of incorrect delivery. In case of a non-visible damage you must inform us within 6 days.

## Manufacturers' Warranties

- Many of the products (Non-Paul Gothe-branded) available through Paul Gothe eShop are covered by the third party manufacturers' warranties, and you agree to comply with the third party manufacturer's warranties policy. If a product is covered by a manufacturer's warranty, it will be stated on that product's web page. Manufacturers' warranty details are typically available at the manufacturer's website. Detailed manufacturers' warranty information can also be obtained free of charge by contacting our customer service centre.
- Products that state "This item can be returned to the product manufacture only" must be returned directly to the
  product manufacturer for replacement, unless otherwise required by law. For these items, the warranty policy
  provided by the product manufacturer explicitly requires that any returns be requested and processed directly by the
  consumer of the item.

End Returns Policy Bochum, October 2016

## Paul Gothe GmbH

District Court Bochum No HRB-6891

VAT-Id-No.: DE 813078723

Companion: Paul Gothe - Stiftung

44789 Bochum, Wittener Str. 82 phone: ++49 - 234 33 51 80 Fax: ++49 - 234 30 82 17