#### Instructions on Withdrawal and Withdrawal Form for Consumers

For the purposes of these Instructions on Withdrawal, "Consumer" means any natural person who enters into a legal transaction for purposes which are predominantly outside his or her trade, business or profession.

## **Right of Withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (LEDaquaristik GmbH, Schierbusch 2, 33161 Hövelhof, Germany, E-mail-address: widerruf@ledaquaristik.de, Phone number: 004952579366650, Fax: 004952579366651) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also complete and submit the model withdrawal form or another clear declaration electronically on our website <a href="https://ledaquaristik.de/en/Legal/Withdrawal-form/">https://ledaquaristik.de/en/Legal/Withdrawal-form/</a>. If you make use of this option, we will send you confirmation of receipt of such a withdrawal without delay (e.g. by e-mail).

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## Consequences of the Exercise of the Right of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **Exclusion or Premature Expiry of the Right of Withdrawal**

• The right of withdrawal does not apply to contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual choice of or decision by the Consumer is decisive or which are made to the consumer's specifications or are clearly personalised.

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Signature of the consumer(s) (only in case of paper communication)

Date

(\*) Delete where inapplicable

### **Connected/ Financed Contracts**

If you finance this contract by means of a loan and withdraw it later, you are also no longer bound by the loan contract, provided that both contracts form an economic unit. This is to be assumed in particular if we are your creditor at the same time or if your creditor makes use of our cooperation with regard to the financing. If the loan has already been received by us when the withdrawal becomes effective, your creditor shall be subrogated to our rights and obligations under the financed contract in relation to you with regard to the legal consequences of the withdrawal or the return. The latter does not apply if the subject of this contract is the acquisition of financial instruments (e.g. securities, foreign exchange or derivatives).

If you want to avoid a contractual obligation as far as possible, make use of your right of withdrawal and also withdraw from the loan agreement if you are also entitled to a right of withdrawal for this agreement.

#### Instructions for the Return of Goods

- The following modalities mentioned in this section are not a precondition for the effective exercise of the right of withdrawal.
- Please do not send the goods to us freight collect.
- Please return the goods as a prepaid package to the specified return address and please keep the delivery receipt.
- Please avoid damage or soiling of the goods.
- Please return the goods to us in the original packaging and outer packaging with all accessories and
  packaging components, if possible. If the original packaging or outer packaging is no longer in your
  possession, other suitable packaging should be used to ensure adequate protection against damage in transit
  and to avoid any claims for damages due to inadequate packaging.

