## **Cancellation form**

Sender / Customer address:

Order details

Customer number: Order number: Order date:

If you wish to cancel the agreement please complete and return this form.

To: MEDION AG, D-45092 Essen, E-Mail: revocation@medion.com:

I/We hereby cancel the agreement concluded by me/us to purchase the goods / services under the abovementioned order number.

Date, signature of the consumer (for paper notification only)

## (1) Right to cancel

You are entitled to cancel this agreement within fourteen days without giving any reason. The cancellation period shall be fourteen days from the date on which you, or a third party nominated by you who is not the carrier, took possession of the final product.

To exercise your right to cancel, you must inform us of your decision to cancel this agreement by means of a clear statement sent to MEDION AG, D-45092 Essen or by email:revocation@medion.com (e.g. by means of a letter sent by post or email). You may use the cancellation form template supplied for this but this is not mandatory.

Sending notice of your intent to cancel the agreement prior to expiry of the cancellation period shall be sufficient for compliance with the deadline for cancellation.

## (2) Consequences of the cancellation

If you choose to cancel this agreement, we shall be required to pay back all payments received from you, including delivery costs (with the exception of any additional expense incurred as a result of you choosing a delivery method other than the cheapest standard delivery option offered by us), immediately and within fourteen days from the date we receive your notice of cancellation at the latest. To effect this repayment we will use the same payment method used by you in the original transaction unless otherwise expressly agreed with you. Under no circumstances will you be charged fees as a result of this repayment.

We may refuse to make this repayment until such time as the goods have been returned to us or until you have provided proof that the goods have been sent back, whichever is earlier.

You shall be required to ship or deliver the goods back to us immediately, and within fourteen days of the date on which you notify us of the cancellation of this agreement at the latest, to – MEDION AG • D-45092 Essen. The deadline shall be deemed complied with if you dispatch the goods prior to expiry of this fourteen-day deadline. We shall bear the costs of returning the goods.

You will only need to pay for any diminished value of the goods where such diminished value is attributable to a non-essential testing for the condition, properties and function of the goods carried out by you.

## (3) Financed transactions

Where the purchaser has funded this agreement by means of a loan and subsequently cancels the agreement, it shall also no longer be bound by the loan agreement where the two agreements form an economic unit. This is to be assumed in particular where MEDION AG is also the purchaser's lender or where the purchaser's lender is assisted in the financing by MEDION AG. If MEDION AG has already received the loan by the effective date of the cancellation or return of the goods, then the purchaser's lender shall succeed to MEDION AG's rights and obligations under the finance agreement in respect of the legal consequences of the cancellation or return. The latter shall not apply where this agreement concerns the acquisition of financial instruments (e.g. securities, currency or derivatives).

If the purchaser wishes to avoid contractual obligation to the greatest possible extent, it shall assert its right to cancel and shall also cancel the loan agreement providing such a right to cancel exists.