

# RIGHT OF REVOCATION, REVOCATION INSTRUCTION

1. As a customer, you have a statutory right of revocation. The start of the revocation period depends on whether the goods were delivered as one shipment or separately. The customer will receive the corresponding revocation instruction in the written form at the conclusion of the contract depending on the type of delivery. If the goods are delivered to the customer together, he/she shall receive the revocation instruction as follows under 2.. If the delivery of the goods is made separately under a single order, the customer shall receive the revocation instruction as shown under 3. Exceptions to the right of withdrawal are regulated in Section 4. A sample withdrawal form is available in Section 5.

## 2. Example of the revocation instruction in the event of a single delivery

### Revocation instruction Right of revocation

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the time which you, or a third-party named by you, who is not the carrier, takes or has taken physical possession of the goods.

To exercise your right of revocation, you must send us (POLO Motorrad und Sportswear GmbH, Polostraße 1, 41363 Jüchen, Germany; telephone: 0049 2165 7440400; fax: 0049 2165 8440444; e-mail: service@polo-motorrad.com) a clear declaration (e.g. with a letter sent via the post, fax or e-mail) that you wish to revoke this contract. You can use the attached sample revocation form, however this is not mandatory.

To observe the revocation period, it is sufficient that you send the message about your exercising the right of revocation before the expiry of the revocation deadline.

### Effects of revocation

If you revoke this contract, we must refund to you all payments which we have received from you including the delivery costs (with the exception of the additional costs which have arisen to us from the fact which you have chosen a different type of delivery from the offered, most economical standard delivery), immediately and at the latest within fourteen days from the day on which your notice is received indicating that you intend to revoke this contract. We will use the same method of payment which you originally used for the transaction for the refund, unless we have explicitly agreed otherwise with you, in no case will the charges associated with this repayment be charged to you. We can withhold the repayment until we have received the goods back from you, or until you have produced evidence that you have sent the goods back to us, whichever is the earlier.

You have to return or hand over the goods to us promptly and, in any case, within fourteen days from the day on which you informed us of your revocation from the contract. This deadline is met if you have sent the goods back to us before the deadline of fourteen days has passed.

Please contact our customer service in order to receive a return label. This way, you can return your order free of charge.

You need only pay for any diminished value of the goods if the deterioration in value is not due to a test for the suitability, characteristics and functionality of the goods is not immediately caused by your handling of

the goods.

## 3. Example of the revocation instruction in the event of separate deliveries

### Revocation instruction Right of revocation

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the time which you, or a third-party named by you, who is not the carrier, takes or has taken physical possession of the last of the goods.

To exercise your right of revocation, you must send us (POLO Motorrad und Sportswear GmbH, Polostraße 1, 41363 Jüchen, Germany; telephone: 0049 2165 7440400; fax: 0049 2165 8440444; e-mail: service@polo-motorrad.com) a clear declaration (e.g. with a letter sent via the post, fax or e-mail) that you wish to revoke this contract. You can use the attached sample revocation form, however this is not mandatory.

To observe the revocation period, it is sufficient that you send the message about your exercising the right of revocation before the expiry of the revocation deadline.

### Effects of revocation

If you revoke this contract, we must refund to you all payments which we have received from you including the delivery costs (with the exception of the additional costs which have arisen to us from the fact which you have chosen a different type of delivery from the offered, most economical standard delivery), immediately and at the latest within fourteen days from the day on which your notice is received indicating that you intend to revoke this contract. We will use the same method of payment which you originally used for the transaction for the refund, unless we have explicitly agreed otherwise with you, in no case will the charges associated with this repayment be charged to you. We can withhold the repayment until we have received the goods back from you, or until you have produced evidence that you have sent the goods back to us, whichever is the earlier.

You have to return or hand over the goods to us promptly and, in any case, within fourteen days from the day on which you informed us of your revocation from the contract. This deadline is met if you have sent the goods back to us before the deadline of fourteen days has passed

Please contact our customer service in order to receive a return label. This way, you can return your order free of charge.

You need only pay for any diminished value of the goods if the deterioration in value is not due to a test for the suitability, characteristics and functionality of the goods is not immediately caused by your handling of the goods.

## 4. Exceptions from Right of Withdrawal

The right of withdrawal cannot be exercised for contracts concerning the delivery of goods that have not been pre-fabricated and when the production of the goods is dependent on an individual selection or instruction from the customer or for goods that have unambiguously been tailored

to meet the customer's specific needs. Furthermore, the right of withdrawal cannot be exercised for contracts concerning the delivery of audio or video recordings or computer software in sealed packaging if the seal has been removed after delivery.

## 5. Sample revocation form

### Sample revocation form

(If you want to revoke this contract, then please fill out this form and send it back to us.)

To: POLO Motorrad und Sportswear GmbH, Polostraße 1, 41363 Jüchen, Germany; Fax: 0049 2165 8440444; E-mail: [service@polo-motorrad.com](mailto:service@polo-motorrad.com)

I / we (\*) hereby give notice that we revoke the contract concluded with me/us (\*) for the purchase of the following goods(\*)/the provision of the following services (\*)

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

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only on a printed notice)

Date

(\*) Delete as appropriate