

## **Contract Completion / Cancellation Instructions**

1. The contract begins with the acceptance by the customer of the order from INNOVA GmbH. Acceptance on the part of INNOVA GmbH occurs with the receipt of the product by the customer after it has been dispatched by INNOVA GmbH. If the customer orders via the internet, INNOVA GmbH will confirm acceptance of the order immediately via electronic media.

Contractual acceptance is not taken as a given solely dependent upon the order confirmation.

2. On account of the customer's legal cancellation right regarding the order and the acceptance on the part of INNOVA GmbH, a floating contractual relationship will come into effect. The customer can revoke this contract within fourteen days, without giving reasons, in text form (e.g., letter, fax, email), or by return of the product. The term begins on receipt of this instruction in text form, however, not before the customer has received the product, and also not before fulfilment of our duties to inform according to §312 c) paragraph 1 of the Civil Code with regard to Art. 246 §2 with §1 paragraphs 1 and 2 EGBGB, as well as compliance with §312 e) paragraph 1, clause 1, of the Civil Code, with regard to article 246 §3 EGBGB.

The cancellation period is observed by the timely sending of the cancellation notice or dispatch of the goods. The cancellation information must be sent to:

### **INNOVA GmbH**

Schleiermacherstrasse 32  
60316 Frankfurt am Main  
Fax: 069 4980970  
E-Mail: deville@alphaix.de

3. Cancellation consequences: In case of a cancellation, the goods or services received are to be returned on the part of both sides. An effective cancellation occurs if, following acceptance of the goods, the customer provides relevant evidence of the desire to return the goods in text form to INNOVA GmbH within 14 days. The customer must provide compensation should he or she be unable to return the received goods or services, or only in a deteriorated or used state. Compensation must only be paid by the customer insofar as the deterioration of the product or its use exceeds that normally associated with a quality and functionality check. The term "quality and functionality check" refers to the type of testing the product may be exposed to in a standard retail situation.

4. Products which are able to be returned by post are to be sent back at our cost. The customer shall bear the costs of the return shipment if the goods delivered are as ordered and the value of the returned product does not exceed €40, or if in case of a higher value of the product the consumer has at the time of the revocation not performed the return service or the agreed partial payment. In any other case, the return is free of charge for the customer. Products which are not able to be returned by post will be collected from the customer.

5. Obligations regarding return of payments must be fulfilled within 30 days. This period begins for the customer on the date of dispatch of the cancellation instruction or the product itself, and for us, with its receipt.

End of the Cancellation Instruction

**Best regards, your INNOVA Team**

Commercial register of the Local Court of Giessen: HRB 5242  
VAT Nr. 018 236 31646 - EU-Ident-Nr. 113 560 771  
Company Headquarters: 36325 Feldatal, Alter Weg 8  
Bank Details: Postbank, Frankfurt am Main – Account number: 3210064603 – Sort Code: 500 100 60