

# **Information on exercising your right of withdrawal**

**for the online mail order business of  
eastgate music & arts**

**p.o. box 30 42 44, 10757 Berlin, Germany**

[www.eastgate-music.shop](http://www.eastgate-music.shop)

[office@eastgate-music.shop](mailto:office@eastgate-music.shop)

**Status: 07/15/2021**

## **Right of withdrawal**

You have the right to withdraw this agreement within fourteen days without providing a reason for doing so. The withdrawal period will expire after 14 days on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last item of goods.

To exercise your right of withdrawal, you must inform of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You can communicate your withdrawal by a simple informal sentence. You can use our model withdrawal form (see last page!) for this purpose, but this is not mandatory.

Our postal and email address is: eastgate music & arts, p.o. box 30 42 44, 10757 Berlin, Germany, email: [office@eastgate-music.shop](mailto:office@eastgate-music.shop)

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.

## **Effects 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.

You shall send back the goods to us 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.

Our address: eastgate music & arts, p.o. box 30 42 44, 10757 Berlin, Germany

You will have to bear the direct costs 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.

### **Loss of the right of withdrawal**

The right of withdrawal in accordance with § 312g German Civil Code does not apply when, among others,

- a) goods are delivered that have not been prefabricated or for whose production the consumer's individual choice or purpose was decisive or which are clearly customized to meet personal demands or
- b) the goods delivered have been sealed and, for reasons of health protection or hygiene, are not suitable for return once the seal has been broken or removed after delivery;
- c) for the delivery of sound or video recordings in sealed packages if the seal has been removed after delivery or
- d) for the performance of services in connection with leisure activities (e.g. concert or event tickets).

### **Exceptions of the Right of Withdrawal**

There is no right of withdrawal, inter alia, when concluding contracts for services, if the trader - on the basis of an explicit request and a confirmation of the consumer of the consumer's knowledge of the loss of the right of withdrawal in the case of complete fulfilment of the contract - had begun with the performance of the service before the expiry of the withdrawal period and the service had been completed the performance of the service and that the service has then been fully performed. This means: A consumer does not have the right to cool-off a contract free of charge, even if the order was made online. This applies to contracts with the following content: the supply of digital content (e.g. music, video, software download etc.) which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he/she thereby loses his right of withdrawal.

**MODEL WITHDRAWAL FORM**

To  
**eastgate music & arts**  
p.o. box 30 42 44  
10757 Berlin  
Germany

email: office@eastgate-music.shop

**1. I / we hereby revoke** the contract I / we concluded for the purchase of the following goods::

.....  
.....  
.....

(Name of the goods and contract or order confirmation number)

**2. Ordered** on: ..... **received** on: .....

**3. Name and address** of the consumer

.....  
.....  
.....

**4. Place, Date:** ..... .....

**Signature of customer**  
(only if this is communicated on paper)

I ask for any payments that have already been made to be transferred back to the following account:

**Account owner:** .....

**IBAN:** .....

**BIC/SWIFT:** .....