

## **APPENDIX 2 - INSTRUCTION IN THE EXERCISE OF THE CONSUMER'S RIGHT TO WITHDRAWAL FROM THE CONTRACT**

### **1 RIGHT TO WITHDRAW FROM THE CONTRACT**

1.1 You have the right to withdraw from the contract without giving a reason within fourteen (14) days. The period for such withdrawal from the contract will expire after fourteen (14) days of the day on which you or a person appointed by you, with the exception of the carrier, takes the goods.

1.2 When exercising your right to withdraw from the contract, please inform us on your decision to withdraw from the contract in the form of an unambiguous statement (for instance, in the form of a written letter sent by post or e-mail) to the address below:

sway Sports & Health GmbH, with registered office at Aufeldgasse 66, 3400 Klosterneuburg, Austria, No.: FN 526072, Tax No.: 07377/7526, VAT No.: ATU751220566, District Court: Landesgericht Korneuburg, Trade authority: Bezirkshauptmannschaft Tulln, e-mail: [claims@bluemask.eu](mailto:claims@bluemask.eu), tel.: +43 2243 22713 800.

For this purpose, you can use a standard form for withdrawal from the contract, which we have given to you, sent to you or which is available in the e-shop <https://www.bluemask.eu>.

1.3 If you are interested, you can complete and send the standard form for withdrawal from the contract or any other unambiguous statement about withdrawal from the contract electronically by means of our website <https://www.eshop.redcoco.com>. If you use this option, we will immediately confirm your withdrawal from the contract on a durable medium (for instance by e-mail). The period for withdrawal from the contract is preserved if you send a notice of the exercise of your right to withdraw from the contract before the period for withdrawal from the contract expires.

### **2 CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT**

2.1 After withdrawal from the contract, we will reimburse all payments that you have paid in connection with the conclusion of the contract, especially the purchase price, including the costs of delivery of goods to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest usual delivery method that we offer. The payments will be reimbursed without undue delay, not later than within fourteen (14) days of the day on which your withdrawal from the contract is delivered to us. They will be paid in the same way you used to make the payments, unless you have explicitly agreed to another payment method, without charging any other fees.

2.2 Payment for the goods purchased will be reimbursed after the goods is returned to our address or after a document proving the dispatch of the goods to us is submitted, depending on whichever occurs sooner.

2.3 Send the goods back to us or bring it to our address not later than within fourteen (14) days of the exercise of your right to withdraw from the contract. This period is considered preserved if you send the goods back before the 14-day period expires. The direct costs associated with the return of the goods are borne by you. You are liable only for a decrease in the value of the goods due to the goods being handled in

a different way than is necessary to ascertain the nature, properties and functional state of the goods.

- 2.4 As a consumer, you can withdraw from the contract, the subject matter of which is the delivery of the goods, even before the period for withdrawal from the contract begins.
- 2.5 As a consumer, you cannot withdraw from the contract if you have bought perishable goods or goods in a protective covering that cannot be returned due to health protection or for hygienic reasons and the protective covering of which was damaged after delivery.
- 2.6 The goods must be returned complete, undamaged and unused, including relevant documentation in original packaging, i.e. in the condition in which you took it over.
- 2.7 By concluding the purchase contract you note that as long as the returned goods is incomplete, damaged or used, the seller will be entitled to require from you a compensation for damage caused to the seller. The seller is entitled to unilaterally offset his claim to the compensation of damage against your claim to the reimbursement of the purchase price, to which you consent by concluding the contract. The seller is also entitled to reimburse the purchase price in cash at the time you return the goods to him.
- 2.8 The seller is not obligated to reimburse the price paid for relevant goods before you deliver or hand over the goods to him, including the documentation, or until you prove that you have sent the goods together with its accessories, including the documentation, back to the seller.
- 2.9 If you fail to fulfil any of the above duties, withdrawal from the contract is not effective and the seller is not obligated to reimburse any provable payments pursuant to these business terms and conditions, and he is simultaneously entitled to the payment of costs associated with the dispatch of goods back to the buyer.
- 2.10 In order to withdraw from the contract, you can use a standard form, which constitutes Appendix 3 of these business terms and conditions.