



Updated: July 2014

Right to withdraw

In the EU you have the right to withdraw from your contract within 14 days without giving any reason. The withdrawal period for products will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the products. The withdrawal period for services will expire after 14 days from the day the contract has been concluded.

To exercise the right of withdrawal, you must inform us (Egardia, Kleine Landtong 19, 4201 HL Gorinchem, The Netherlands, support@egardia.com, 0031 88 383 88 88) of your decision to withdraw from your contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the Egardia withdrawal form, but it is not obligatory.

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. The products should be returned without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from your contract to us. The direct return shipping cost is at your expense. The cost of return shipping will only be reimbursed when using the DPD pickup appointment as made with you by our customer service. You are only liable for any diminished value of the products resulting from handling the products, which goes beyond what is necessary to determine the nature, characteristics and functioning of the products.

Egardia withdrawal form ([PDF](#))

Complete and return this form only if you wish to withdraw from the contract.

Egardia, Kleine Landtong 19, 4201 HL Gorinchem, The Netherlands, 0031 88 383 88 88, support@egardia.com

To Egardia:

Dear Sir/Madam,

I hereby give notice that I exercise my right of withdrawal. I withdraw from my contract of sale of the following products/for the provision of the following service:

-.....
-.....

The products are ordered on/the service is ordered on: / /

The products are received on: / /

Egardia order number: EO-.....

Kind regards,

Name, Address, Zip code, City

Date : / /

Signature :

Effects of withdrawal

If you withdraw from your 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 your 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. We may withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products, whichever is the earliest. If you requested to begin the performance of service during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Exceptions from the right to withdraw

The right to withdraw is excluded in case of:

- the supply of goods made to the consumer's specifications or clearly personalized;
- the supply of goods which are liable to deteriorate or expire rapidly;
- the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
- the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed;
- contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;
- the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- the supply of digital content 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 thereby loses his right of withdrawal.