

Cancellation policy

Version 10/04/2010

The following cancellation policy is applicable to consumers and is part of the contract **Cancellation policy**

Cancellation policy

Right of withdrawal

You can withdraw your agreement to the contract within 14 days without statement of reasons in text form (e.g. letter, fax, email) or – if the object was given to you prior to the expiration of the term – by returning the object. The term commences after receipt of this information in text form, however not prior to receipt of the goods by the recipient (in case of repeating delivery of identical goods not prior to the receipt of the first partial delivery) and also not prior to the fulfilment of our obligation to inform pursuant to articles 246 § 2 in association with § 1 sec. 1 and 2 EGBGB as well as our obligations pursuant to § 312e sec. 1 sent. 1 BGB in association with article 246 § 3 EGBGB. Timely dispatch of the cancellation or the object is sufficient to maintain the term. The cancellation is to be addressed to:

DTG Trading GmbH
Grabenstraße 70
52382 Niederzier
Germany
E-Mail: webmaster@heatball.de

Consequences of the withdrawal

In case of an effective withdrawal, both sides have to concede the refund of the received services and any capitalised use (e. g. interest) must be refunded. If you cannot concede the refund entirely or partly or only in deteriorated condition, you have to pay compensation for the value in this respect if applicable. This does not apply if the deterioration is due to testing - as it would have been possible in a retail shop. You can forego a deterioration caused by intended initial use of the object by not using the object as if it was your property and by avoiding everything that could affect its value.

Objects that can be shipped are sent at our risk. You must pay the costs for the return if the delivered goods comply with the ordered goods and if the value of the goods does not exceed 40 Euros or if the price is higher and you did not provide the counterservice at the time of withdrawal or perform a partial payment as contracted. Otherwise the return is free of charge for you. Objects that cannot be shipped will be picked up at your location. You have to fulfil the obligations for the refund of payments within 30 days. The term starts for you with the sending of your notice of withdrawal or of the object and for us with its receipt.

End of the cancellation policy

Costs of the return shipment in case of a cancellation

You must pay the costs for the return if the delivered goods comply with the ordered goods and if the value of the goods does not exceed 40 Euros or if the price is higher and you did not provide the counterservice at the time of withdrawal or perform a partial payment as contracted. Otherwise the return is free of charge for you.

Exclusion of the cancellation

The cancellation right is not given for contracts

- for the delivery of goods that were produced according to customer specification or are clearly tailored to the personal needs or that are not adequate for return shipping due to their conditions or may spoil fast or whose expiration date would already be expired,
- for the delivery of audio or video recordings (e.g. CDs and DVDs) or of software, insofar the seals of the delivered data carriers were broken.
- for the delivery of newspapers and magazines, unless the consumer gave his agreement to the contract by telephone.

This information is intended solely for informational purposes; the [original German text](#), which is available at www.heatball.de, is legally binding.