



CANCELLATION ADVICE

If the customer is a consumer within the meaning of Section 13 of the German Civil Code, he or she is legally entitled to cancel an order that he or she has made over the internet; this entitlement is explained below. A consumer is anybody who concludes a legal transaction for a purpose that cannot be ascribed either to any commercial or any other self-employed professional activity.

Right of Cancellation:

The customer may cancel his contractual declaration in text form within two weeks without giving any reasons, e.g. by letter, fax, email or – if the customer has taken delivery of the item before the deadline period expires – by returning the article. The deadline begins after advice of this cancellation information has been received in text form but not before the recipient has received the item (in the case of repeated shipments of identical articles not before the first partial delivery has been received). Neither does the deadline begin before OCULUS has fulfilled its obligations to provide information as required by Section 312, c, Subsection 2, of the German Civil Code in conjunction with Section 1, Subsection 1, 2 and 4 of the Regulations on the Obligation to Provide Information further to the German Civil Code. The timely dispatch of the notice of cancellation or the article concerned is sufficient to comply with the cancellation deadline. Notice of cancellation is to be addressed to:

OCULUS Optikgeräte GmbH,
Münchholzhäuser Strasse 29,
35582 Wetzlar,
Germany
Email: info@oculus.de
Fax: +49 (641) 2005-255.

Consequences of Cancellation:

In the case of a legally valid cancellation, the benefits provided by each party to the other party are to be returned and where appropriate, any benefits derived from them, e.g. interest, are also to be returned. If the customer is not able to return the benefit received – whether wholly or partially or if the customer can only return it only in a deteriorated condition – to OCULUS, he or she will be obliged, where appropriate, to compensate OCULUS for loss of value. This will not apply to the supply of articles if deterioration in the article is due solely to having been inspected, as the customer might have done in a shop, for example. Otherwise, the customer may avoid being obliged to provide compensation for loss of value due to use as provided by not using the article as if it were or her property and refraining from all other actions which would cause the article to lose value. The customer is not obliged to provide compensation for loss of value due to deterioration of the article as a result of normal use. Articles suitable for being sent as parcels are to be returned at the expense and risk of OCULUS. The customer is required to bear the cost of returning the goods if the goods as delivered correspond to those ordered, if the price of the article to be returned does not exceed 40 euros in value, if the customer has not yet provided the reciprocal consideration or, where the price of the goods exceeds 40 euros in value and the customer has not paid for the goods or paid a contractually agreed instalment for the article at the time of cancellation. Otherwise the customer may return the article free of charge. Articles not suitable for being sent as parcels will be collected from the customer. Obligations to return payments must be fulfilled within 30 days. This deadline begins for the customer when he or she returns the article or sends his or her notice of cancellation and begins for OCULUS with its reception.

End of the Cancellation Advice

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