

Cancellation Policy Fernarzt.com

4. CANCELLATION POLICY; SAMPLE CANCELLATION FORM; TERMINATION OF THE RIGHT OF CANCELLATION

4.1 RIGHT OF CANCELLATION FOR DISTANCE SELLING CONTRACTS CONCERNING PRODUCTS (PARTICULARLY OVER-THE-COUNTER OR PRESCRIPTION MEDICINES)

You have the right to cancel the distance selling contract brokered by us and entered into with the pharmacy within fourteen days without giving any reasons. The cancellation period begins on the day the product is received by you (or a third party named by you who is not the carrier).

In order to claim your right to cancellation, you must inform the pharmacy

Stadsapotheek Venlo B.V. Monseigneur Nolensplein 26 5911GE Venlo The Netherlands E-Mail: support@fernarzt.com

of your decision to cancel the contract by means of an explicit declaration (for example by post, fax, or email). You may use the sample cancellation form, but this is not mandatory. To meet the cancellation deadline, it is sufficient to send off the notification of cancellation before the end of the cancellation period.

Consequences of cancellation

Should you cancel your contract, we are obligated to fully reimburse all payments we have received from you within fourteen days from the day we receive your notification of cancellation. This includes delivery costs, apart from the extra costs incurred if you selected a delivery method other than Standard Delivery. We use the payment method you shared with us during the original transaction for the refund, unless otherwise agreed with you. You will never incur charges for a refund.

We reserve the right to deny a refund until we have received all of the returned goods, or until you have provided evidence of postage of the goods.

You must send or hand over the goods to the pharmacy promptly and at the latest within fourteen days from the day on which you cancel the contract. In order to meet the deadline, it suffices to send off the goods within fourteen days. You are liable for the postage return costs.

You are liable for a loss of value of the goods only if this is attributed to you having handled them in a manner unnecessary for examining whether they are of good quality and in good working order.

4.2 SUSPENSION OF THE RIGHT TO CANCELLATION AS PER PARAGRAPH 4

The right to cancellation as per Article 4.1 does not apply, unless otherwise agreed, to the following contracts, amongst others:

contracts concerning the delivery of goods that are not mass produced, and where the individual selection or stipulation of the consumer is decisive, or which are clearly tailored to the individual needs of the consumer;

contracts concerning the delivery of goods that can spoil quickly, or whose expiry date is soon exceeded;

contracts concerning sealed goods that cannot be returned when the seal has been broken after delivery on health protection or hygiene grounds.

Many medicines are highly perishable when exposed to heat or direct sunlight. Due to the impossibility of testing whether such medicines have been treated safely after delivery, they cannot be resold, and must be disposed of for legal reasons.

4.3 RIGHT TO CANCELLATION OF SERVICES (PARTICULARLY CONSULTATION REGARDING ORDERS OF PRESCRIPTION MEDICINE)

Instructions for cancellation

Right of cancellation

You have the right to cancel the distance selling contract brokered by us and entered into with the doctor within fourteen days and without giving any reasons. The cancellation period begins on the day the product is received by you (or a third party named by you who is not the carrier).

In order to claim your right to cancellation, you must inform

Fernarzt – Kooperationsarzt c/o Fernarzt.com Ltd, Kemp House, 160 City Road, London, EC1V 2NX, United Kingdom E-Mail: support@fernarzt.com

of your decision to cancel the contract by means of an explicit declaration (for example by post, fax, or email). You may use the sample cancellation form, but this is not mandatory. To meet the cancellation deadline, it is sufficient to send off the notification of cancellation before the end of the cancellation period.

When you cancel your contract, we are obliged to fully reimburse all payments we have received from you within fourteen days from the day we receive your notification of cancellation. We use the payment method you shared with us during the original transaction for the refund, unless otherwise agreed with you. You will never incur charges for a refund.

If you have requested that the services begin during the cancellation period, you must pay a reasonable amount proportional to the intended total services in the contract for the services already provided by us up until such a time as you inform us of your decision to cancel the contract.

4.4 SUSPENSION OF THE RIGHT OF CANCELLATION OF SERVICES

In the case of services such as consultation regarding prescription medicines, the right of cancellation expires when the services have been fully delivered and you previously agreed to the commencement of services before the end of the cancellation period.

Should you cancel the contract before it is fulfilled, i.e. when your right to cancellation has not yet expired, you are liable for the costs of the doctor's services up until the cancellation, if you have expressly requested from us that the services begin before the end of the cancellation period, and have been correctly informed concerning your right to cancellation and our right to compensation for services used.

ATTENTION - When ordering prescription medicines, you expressly agree during the order process that the doctor may begin delivering the ordered services ie. the consultation, and confirm that you understand that this agreement results in the expiry of your right of cancellation as soon as the services are fully delivered. Should the doctor have already fully delivered the consultation at the time of your cancellation, you will not receive a refund of the treatment payments you have already made.

4.5 SAMPLE CANCELLATION FORM

If you wish to cancel your contract, please fill in this form and return it to us.

To

COMPANY Address:

Fax:

E-Mail:

I/we (*) hereby cancel the contract entered into by me/us (*) concerning the purchase of the following goods (*) /the delivery of the following services (*)

Ordered on (*)

Received on (*)

Name of the customer(s)

Address of the customer(s)

Signature of the customer(s)
(only necessary in the case of paper communication)

Date.....

(*) Delete as appropriate