

Revocation right

Right of Withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you, or a third party designated by you (other than the carrier), took possession of the goods.

To exercise your right of withdrawal, you must notify us (GMS Motorsport GmbH, Burgstr. 4a, 79189 Bad Krozingen, info@gms-moto.eu, Phone: 07633 920 417, Fax: 07633 940 9067) by means of a clear statement (e.g., a letter sent by mail, fax, or email) regarding your decision to withdraw from this contract.

You may use the attached model withdrawal form for this purpose, though its use is not mandatory. You may also exercise your right of withdrawal online at <https://www.gms-moto.eu/customer-order-withdrawal.php>. If you use this online feature, we will immediately send you a confirmation of receipt on a durable medium (e.g., via email) containing information about the content of the notice of withdrawal as well as the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send the notice of your exercise of the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If you cancel this contract, we must refund to you all payments we have received from you, including delivery costs (except for any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery option we offer), without delay and no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. We will use the same payment method you used for the original transaction for this refund, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees in connection with this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever occurs first. You must return or hand over the goods to us immediately and, in any case, no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The deadline is met if you ship the goods before the fourteen-day period expires.

You are responsible for the direct costs of returning the goods.

You are only liable for any loss in value of the goods if this loss in value is attributable to handling of the goods that goes beyond what is necessary to assess their nature, characteristics, and functionality.

Exclusion of the Right of Withdrawal

The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or specification by the consumer is decisive, or that are clearly tailored to the consumer's personal needs.
