

## EXCEPTIONS FROM THE RIGHT OF WITHDRAWAL

Member States shall not provide for the right of withdrawal set out in Articles 9 to 15 in respect of distance and off-premises contracts as regards the following

- a)* 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 by the trader;
- b)* 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;
- c)* the supply of goods made to the consumer's specifications or clearly personalised;
- d)* the supply of goods which are liable to deteriorate or expire rapidly;
- e)* **the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;**
- f)* the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- g)* 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;
- h)* 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;
- i)* the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- j)* the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- k)* contracts concluded at a public auction;
- l)* 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;
- m)* 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.

In the case referred to in (h) above, the right of withdrawal/termination shall cover services or products, offered beyond the services, the maintenance or the replacement parts used for repairs and the ones requested by Consumer.