
Subject: ORDER #16045 REJECTION OF UNILATERAL REFUND – NOTICE OF REGULATORY ACTION
From: Dolev Tenenboim <dolev.tenenboim@gmail.com>
To: Made in Market <info@madeinmarket.eu>, Support Made in Market <support@madeinmarket.eu>
Cc: "info@portugal-brasil.com" <info@portugal-brasil.com>
Bcc: Eran Tenenboim <eran.tenenboim@gmail.com>
Date Sent: Tuesday, January 20, 2026 6:17:07 PM GMT+01:00
Date Received: Tuesday, January 20, 2026 6:17:07 PM GMT+01:00

PRELIMINARY STATEMENT

This communication serves as a formal rejection of any settlement offers or attempted rescissions and establishes the final period for compliance prior to the initiation of legal proceedings.

Regulatory filings and administrative complaints are currently being finalized for immediate submission.

I. PROCEDURAL HISTORY

1. On 16 January 2026, I placed Order #16045 and paid €473.85 via Revolut Instant Settlement. The contract was concluded upon acceptance of payment.
 2. On 17 January 2026 at 15:44, I served detailed written notice via WhatsApp setting forth the legal basis of this dispute and explicitly rejecting any cancellation or refund.
 3. On 17 January 2026, I set a final deadline: Monday, 19 January 2026 at 18:00 (CET) for confirmation of delivery.
 4. On 19 January 2026, you attempted a single telephone call at 13:23. No response was provided. No written communication followed. You had five (5) hours to respond in writing before the deadline. No attempt at performance or clarification was made.
 5. * The deadline of 19 January 2026 at 18:00 expired without performance.*
 6. On 20 January 2026, I served a Formal Notice of Default declaring you in Verzug pursuant to §§ 280, 286 BGB. I explicitly rejected any cancellation, withdrawal, or refund.
 7. On 20 January 2026, immediately prior to the issuance of the refund, you attempted a second telephone call. Consistent with your previous conduct, no message, text, or voicemail was provided. This constituted a singular, unrepeated contact attempt.
 8. Following this second insufficient contact attempt, you unilaterally issued a refund of €473.85 in direct contravention of my explicit written instructions.
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II. FORMAL REJECTION OF YOUR ATTEMPTED RESCISSION

Pursuant to §§ 280, 281, 286 BGB, I hereby reject your unilateral refund and attempted rescission of the contract.

The issuance of a refund does not extinguish the existing default. The attempted cancellation does not terminate my established contractual rights. The contract remains legally binding.

The unilaterally issued refund is expressly rejected as a valid discharge of your contractual obligations. I maintain the demand for specific performance of the contract via delivery of the goods.

The €473.85 has been received into my account without my consent. I am holding these funds as security pending resolution. Upon confirmed delivery of Order #16045, I will arrange return of these funds.

III. LEGAL STATUS

You are in Default (Verzug).

The deadline of 19 January 2026 at 18:00 has passed. You failed to perform. Your subsequent attempt to cancel the contract does not reset the clock. It aggravates the existing breach of duty.

Pursuant to the German Civil Code (BGB), the following rights are hereby formally invoked:

1. **Right to Specific Performance (*Erfüllung*) pursuant to §§ 433, 281 BGB:**

This right is hereby **ASSERTED**. I maintain a definitive demand for the immediate delivery of the subject matter of the contract. The attempted rescission of the contract is rejected as legally ineffective.

2. **Right to Damages for Delay (*Verzögerungsschaden*) pursuant to §§ 280, 286 BGB:**

This right is **FORMALLY RESERVED**. The trader is liable for all material damages caused by the delay, including but not limited to statutory default interest, compensation for futile expenditures, and the costs of legal representation.

3. **Right to Damages in Lieu of Performance (*Schadenersatz statt der Leistung*) pursuant to § 281 Abs. 4 BGB:**

This right is **FORMALLY RESERVED**. I expressly reserve the right to execute a cover purchase (*Deckungskauf*) from a third-party supplier at your expense and to claim the total price differential as damages.

I have not yet elected to claim damages in lieu of performance. I am demanding delivery. However, I expressly reserve the right to exercise § 281 Abs. 4 BGB at any time and pursue a cover purchase at your expense.

IV. NOTICE OF IMMEDIATE REGULATORY ACTION

The deadline I set has passed. You have now compounded your breach with an illegal attempt to rescind the contract against my explicit written objection.

I am proceeding with regulatory filings immediately.

The following complaints are being prepared for submission:

- Verbraucherzentrale (German Consumer Protection)
- ASAE (Autoridade de Segurança Alimentar e Económica – Portugal)
- Livro de Reclamações (Portuguese Official Complaints Register)
- EU Online Dispute Resolution (ODR) Platform
- Revolut – Formal Merchant Misconduct Report

V. FINAL PERIOD FOR VOLUNTARY REMEDIATION

I am not required to offer you any further opportunity to perform. You have already missed one deadline and attempted illegal rescission.

However, in the interest of resolution, I am prepared to suspend the filing of regulatory complaints for a period of *twelve (12) hours* from the timestamp of this communication.

If, within that period, you provide written confirmation that you will:

1. Reverse the cancellation and reinstate Order #16045;
2. Apply my 10% Recurring Discount (corrected total: €431.73);
3. Ship the order immediately with €0 shipping as advertised;
4. Credit the €42.12 overpayment to my account;
5. Confirm preservation of my account terms for future orders;

Compliance with the aforementioned demands within the designated timeframe will result in the formal settlement of this dispute. Failure to comply will result in the immediate and unconditional withdrawal of this resolution offer and the subsequent initiation of the administrative and judicial proceedings detailed herein.

This period serves as a final opportunity for the voluntary cure of your default. No further warnings or extensions will be granted.

VI. CONSEQUENCES OF NON-COMPLIANCE

If written confirmation is not received within the designated twelve (12) hour period:

1. **Regulatory Filing:** All prepared regulatory and administrative complaints will be filed immediately and without further warning.
2. **Legal Escalation:** I reserve the right to refer this matter to external counsel for judicial enforcement. In such an event, all legal fees (calculated pursuant to the RVG) shall be claimed as damages for delay (*Verzugsschaden*) under § 286 BGB.

3. **Cover Purchase:** I reserve the right to exercise my rights under § 281 Abs. 4 BGB, perform a cover purchase (*Deckungskauf*), and pursue your company for the total price differential.
4. **Public Record:** Detailed factual reviews and documentation of this conduct will be published on Trustpilot, Google, and relevant consumer protection forums.

I expressly reserve all rights and remedies available under law.

VII. EVIDENCE PRESERVED

Complete documentary evidence is preserved and will be submitted to all regulatory bodies and courts:

- WhatsApp communications (timestamped)
 - Shipping policy (Item 12) with concealed surcharge clause
 - "Free Shipping >€99" advertising (screenshots)
 - Payment receipt (Revolut Instant Settlement, 16 January 2026)
 - Cancellation/refund notification (20 January 2026)
 - Records of two (2) insufficient telephone contact attempts (19 Jan and 20 Jan)
 - Formal Notice of Default (20 January 2026)
 - Written rejection of cancellation (17 January 2026, 15:44)
 - Written rejection of cancellation (20 January 2026)
 - This communication
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VIII. DEMAND

Specific Performance is hereby demanded.

Delivery of Order #16045 is required in strict accordance with the contracted terms: 10% recurring discount applied, free shipping as advertised.

I do not accept your refund as settlement. I do not accept monetary compensation in lieu of delivery. I do not accept substitute goods.

The contract remains in force. You are in default. Immediate performance is required.

All further communication must be in writing.

Respectfully submitted,

Dolev Tenenboim
Frankfurt am Main, Germany