

Sportlaan 10A28  
2995 VN Heerjansdam  
The Netherlands  
T +31 (0)6 20539792  
E bart@severein.nl  
W severein.nl  
€ NL08INGB000892145  
PAYPAL gtm@severein.nl  
CoC 9431044 Rotterdam  
VAT NL005080226B56



Severein Services

## GENERAL TERMS AND CONDITIONS OF SEVEREIN SERVICES FOR ONLINE BOOK SALES

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### Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Cooling-off period: the period during which the consumer can exercise their right of withdrawal;
2. Consumer: the natural person who is not acting in the course of a profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Continuing performance contract: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to them personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. Model form: the model form for withdrawal provided by the trader, which the consumer can fill in if they wish to exercise their right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
9. Distance contract: a contract whereby, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, up to and including the conclusion of the contract, exclusive use is made of one or more means of distance communication;
10. Means of distance communication: any means that can be used to conclude an agreement without the consumer and entrepreneur being together in the same room at the same time.

11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

## **Article 2 - Identity of the entrepreneur**

Bart Severein  
Severein Services  
Sportlaan 10A28

2995 VN Heerjansdam  
The Netherlands

services@severein.nl  
Chamber of Commerce 94310440  
VAT number NL005080226B56

## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded and orders placed between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be indicated before the distance contract is concluded that the general terms and conditions can be viewed at the entrepreneur's premises and will be sent to the consumer free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge by electronic means or otherwise at the consumer's request.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer may always invoke the applicable provision that is most favorable to him.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or void, the agreement and these terms and conditions will remain in force for the rest and the provision in question will be replaced immediately by mutual agreement with a provision that approximates the meaning of the original as closely as possible.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Any ambiguities regarding the interpretation or content of one or more provisions of our terms and conditions shall be interpreted in accordance with the spirit of these general terms and conditions.

## **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
4. All images, specifications, and data in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Images accompanying products are a true representation of the products offered. The trader cannot guarantee that the colors displayed correspond exactly to the actual colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - any shipping costs;
  - the manner in which the agreement will be concluded and the actions required for this;

- whether or not the right of withdrawal applies;
- the method of payment, delivery, and performance of the agreement;
- the period for accepting the offer, or the period during which the entrepreneur guarantees the price;
- the rate for remote communication if the costs of using the remote communication technology are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement will be archived after its conclusion, and if so, where it can be consulted by the consumer;
- the manner in which the consumer can check and, if desired, correct the information provided by him in the context of the agreement before the agreement is concluded;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur is subject and the manner in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the case of a continuing performance contract.

#### **Article 5 - The agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the conditions set.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the agreement has not been confirmed by the trader, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur may, within legal frameworks, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance agreement. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.
5. The entrepreneur shall provide the consumer with the following information with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - the visiting address of the entrepreneur's establishment where the consumer can submit complaints;
  - the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - information about guarantees and existing after-sales service;
  - the information referred to in Article 4(3) of these terms and conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
  - the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a continuing performance contract, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is entered into subject to the condition precedent of sufficient availability of the products concerned.

#### **Article 6 - Right of withdrawal**

1. When purchasing products, the consumer has the option to terminate the agreement without giving reasons within 14 days. This cooling-off period commences on the day after the product is received by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and, if reasonably possible, in its original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to notify the entrepreneur within 14 days of receiving the product. The consumer must do so using the model form or by other means of communication, such as email. After the consumer has notified the entrepreneur of his intention to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of proof of shipment.

4. If, after the periods referred to in paragraphs 2 and 3 have expired, the customer has not notified the entrepreneur of their intention to exercise their right of withdrawal or has not returned the product to the entrepreneur, the purchase is final.

#### **Article 7 - Costs in case of withdrawal**

1. If the consumer exercises their right of withdrawal, they will be responsible for the costs of returning the goods.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received by the online retailer or that conclusive proof of complete return can be provided. Refunds will be made using the same payment method used by the consumer, unless the consumer expressly agrees to a different payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any reduction in the value of the product.
4. The consumer cannot be held liable for any reduction in the value of the product if the entrepreneur has not provided all the legally required information about the right of withdrawal; this must be done before the purchase agreement is concluded.

#### **Article 8 - Exclusion of right of withdrawal**

1. The entrepreneur may exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in good time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - that have been created by the entrepreneur in accordance with the consumer's specifications;
  - that are clearly personal in nature;
  - which, by their nature, cannot be returned;
  - that can spoil or age quickly;
  - whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - for individual newspapers and magazines;
  - audio and video recordings and computer software whose seal has been broken by the consumer;
  - for hygiene products where the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - relating to accommodation, transport, restaurant services, or leisure activities to be performed on a specific date or during a specific period;
  - whose delivery has begun with the consumer's express consent before the cooling-off period has expired;
  - relating to betting and lotteries.

#### **Article 9 - The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes resulting from changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, at variable prices. This dependence on fluctuations and the fact that any prices quoted are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - they are the result of statutory regulations or provisions; or
  - the consumer has the right to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

#### **Article 10 - Conformity and warranty**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A warranty provided by the entrepreneur, manufacturer, or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months of discovery of the defect.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
  - the consumer has repaired and/or modified the delivered products themselves or had them repaired and/or modified by third parties;
  - the delivered products have been exposed to abnormal conditions or have otherwise been handled carelessly or contrary to the instructions of the entrepreneur and/or on the packaging;
  - the defectiveness is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

#### **Article 11 - Delivery and performance**

1. The entrepreneur will take the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of the provisions of paragraph 4 of this article, the company will execute accepted orders with due speed, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without incurring any costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In the event of termination in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after termination.

6. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to make a replacement item available. At the latest upon delivery, it will be clearly and comprehensibly stated that a replacement item is being delivered. The right of withdrawal cannot be excluded for replacement items. The costs of any return shipment are at the expense of the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

## **Article 12 - Long-term transactions: duration, termination, and renewal**

### *Termination*

1. The consumer may terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, subject to the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate a contract that has been entered into for a fixed period and that extends to the regular delivery of products (including electricity) or services at any time at the end of the fixed period, subject to the agreed termination rules and a notice period of no more than one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
  - terminate at any time and not be restricted to termination at a specific time or during a specific period;
  - terminate at least in the same manner as they were entered into by them;
  - always terminate with the same notice period as the entrepreneur has stipulated for himself.

### *Renewal*

1. An agreement that has been entered into for a fixed period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.
2. Contrary to the previous paragraph, an agreement entered into for a fixed period and which extends to the regular delivery of daily, news, and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate this renewed agreement at the end of the renewal period with a notice period of no more than one month.
3. A contract entered into for a fixed period and covering the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may terminate it at any time with a notice period of no more than one month and a notice period of no more than three months in the event that the contract covers the regular delivery, but less than once a month, delivery of daily, news, and weekly newspapers and magazines.
4. An agreement with a limited duration for the regular delivery of daily, news, and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) shall not be tacitly renewed and shall automatically end after the trial or introductory period.

### *Duration*

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed duration.

## **Article 13 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6, paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.
2. The consumer is obliged to immediately report any inaccuracies in the payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs that were communicated to the consumer in advance.

## **Article 14 - Complaints procedure**

1. Complaints about the performance of the agreement must be submitted to the entrepreneur within two months of the consumer discovering the defects, and must be clearly and completely described.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt . If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.
3. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

4. In the event of a complaint, the consumer must first contact the entrepreneur.
5. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its discretion, either replace or repair the delivered products free of charge.

#### **Article 15 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. This also applies if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

#### **Article 16 - Additional or deviating provisions**

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be laid down in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.