

Terms and Conditions - v1

De Lange Boekwinkel

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Article 1 – definition

In these terms and conditions, the following definitions shall apply:

Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who is not acting in the exercise of profession or business and enters into a distance contract with the entrepreneur;

Day: calendar day;

Duration transaction: a distance contract relating to a series of products and/or services, of which the obligation to deliver and/or purchase is spread over the time period;

Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a manner that allows future consultation and unaltered reproduction of the stored information;

Right of withdrawal: the possibility for the consumer to waive the distance contract within the cooling-off period;

Model form: the model form for withdrawal made available by the entrepreneur which a consumer can fill in when he wants to exercise his right of withdrawal;

Entrepreneur: the natural or legal person who offers products and/or services to consumers from a distance;

Distance contract: an agreement whereby, within the framework of a system organised by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;

Technique for distance communication: means that can be used for the conclusion of an agreement, without the consumer and entrepreneur having come together in the same room at the same time;

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

Article 2 – identity of the entrepreneur

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Article 3 – applicability

1. These general terms and conditions apply to every offer by the entrepreneur and to every distance contract and order concluded between entrepreneur and 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, before the remote agreement is concluded, it will be indicated that the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can 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 inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
4. In case specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply accordingly and in case of conflicting general terms and conditions, the consumer may always rely on the applicable provision that is most favourable to him.
5. Situations not covered by these general terms and conditions should be assessed "in the spirit" of these general terms and conditions.

Article 4 – the offer

1. The offer is non-binding. The entrepreneur is entitled to change and adjust the offer.
2. The offer contains a complete and accurate description of the products on offer. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the offered products. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
4. Images of products are a true representation of the products on offer. Entrepreneur cannot guarantee that the colours displayed correspond exactly to the real colours of the products.
5. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

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 fulfils the conditions stipulated.
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 receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - 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 remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the execution, while giving reasons.
5. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned

Article 6 – right of withdrawal

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons for 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and its 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 to the entrepreneur with all delivered accessories and - if reasonably possible - in the original condition and packaging, 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 make this known to the entrepreneur within 14 days, after receipt of the product. The consumer must make this known using the model form. After the consumer has expressed his wish to make use of his right of withdrawal, he must return the product within 14 days. The consumer has to prove that the delivered goods have been returned in time, e.g. by means of a proof of dispatch.
4. If the customer has not expressed his intention to use his right of withdrawal or has not returned the product to the entrepreneur after the expiry of the periods mentioned in paragraphs 2 and 3, the purchase is a fact.

Article 7 – costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, he shall bear at most the costs of return shipment.
2. If the consumer has paid an amount, the trader will refund this amount as soon as possible, but no later than 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the entrepreneur or that conclusive evidence of complete return can be provided.

Article 8 – the price

1. During the validity period stated in the offer, the prices of the products and/or services on offer will not be increased, except for price changes due to 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 that are beyond the entrepreneur's control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated them and:
 - a. they are the result of legal regulations or stipulations; or
 - b. the consumer is authorised to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned 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 case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 9 – conformity and guarantee

1. The entrepreneur guarantees that the products comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the agreement was concluded. If agreed, the trader also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer can enforce against the trader on the basis of the agreement.
3. Any defective or wrongly delivered products should be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products should be in the original packaging and in new condition.
4. The guarantee does not apply if:
 - a. The consumer has repaired and/or modified the delivered products himself or has had them repaired and/or modified by third parties;
 - b. The delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or have been treated contrary to the instructions of the entrepreneur and/or on the packaging;
 - c. The inadequacy is wholly or partially the result of regulations that the government has set or will set regarding the nature or quality of the materials used.

Article 10 – delivery and execution

1. The company will take the greatest possible care when receiving and executing product orders and when 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. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders with convenient 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 or can only be partially carried out, the consumer will be informed about this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to any compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. 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 explicitly agreed otherwise.

Article 11 - force majeure

1. Force majeure means any shortcoming in the implementation of the agreement which is not due to the trader's fault or which is not for the trader's account under the law, legal act or generally accepted practice, or which is the result of the fact that a product ordered by the consumer is temporarily out of stock at the trader or his supplier.

Article 12 - payment

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period referred to in paragraph 1 of article 6. In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.
3. In case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs communicated in advance to the consumer.

Article 13 - complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within 7 days after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. In case of complaints, a consumer should first turn to the entrepreneur.
5. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

Article 14 - disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the consumer resides abroad.

Article 15 - supplementary or deviating provisions

1. Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.