

Terms and Conditions - v3

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Table of contents:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Articel 3 - Applicability

Article 4 - The offer

Articel 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Costs in case of withdrawal

Article 8 - Exclusion of the right of withdrawal

Article 9 - The price

Article 10 - Compliance and warranty

Article 11 - Delivery and execution

Article 12 - Duration transactions: duration, termination and extension

Article 13 - Payment

Article 14 - Complaints procedure

Article 15 - Disputes

Article 16 - Additional or different provisions

Article 1 - Definitions

In these terms and conditions the following definitions shall apply:

1. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: 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 addressed to him 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 waive the distance contract within the cooling-off period;
7. Entrepreneur: the natural or legal person offering products and/or services to consumers at a distance;
8. Distance contract: an agreement whereby in the context 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;

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

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of these general terms and conditions shall 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, at the consumer's request, they will be

consumer, they will be sent free of charge as soon as possible.

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 conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.

4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting general conditions, the consumer may always invoke the applicable provision that is most favourable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products and/or services 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 truthful representation of the offered products and/or services. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:

the price including taxes;

the possible costs of delivery

the way in which the agreement will be concluded and which actions are necessary for this;

whether or not the right of withdrawal is applicable;

the method of payment, delivery and performance of the agreement;

the period for accepting the offer, or the period within which the trader guarantees the price;

the level of the rate of distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;

whether the agreement is archived after its conclusion and, if so, the way in which it can be consulted by the consumer;

the manner in which the consumer, before concluding the contract, can check and, if desired, rectify the data provided by him under the contract;

any languages other than Dutch in which the contract can be concluded;

the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and the minimum duration of the distance contract in the event of an extended transaction.

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 shall observe appropriate security measures.

4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the remote agreement. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation, while stating reasons.

5. The entrepreneur shall send the consumer the following information with the product or service, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:

- a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- b. the conditions on which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- c. the information on guarantees and existing after-sales service;
- d. the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these data before the implementation of the agreement;
- e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

In case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons for 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.
2. During the reflection 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 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 stated that he wishes 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 were returned in time, for example by means of a proof of dispatch.
4. If the customer has not expressed his wish 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.

On delivery of services:

1. In case of delivery of services, the consumer has the possibility to dissolve the agreement without giving reasons for at least fourteen days, starting on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will comply with the reasonable and clear instructions provided by the operator at the time of the offer and/or at the latest upon delivery.

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 Entrepreneur shall return this amount as soon as possible, but at the latest within 14 days after the return or withdrawal.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal to the extent provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal shall only apply if the trader clearly stated this in the offer, or at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature;
 - d. that spoil or age quickly;
 - e. whose price is subject to fluctuations on the financial market over which the entrepreneur has no influence;
 - f. for single newspapers and magazines;
 - g. for audio- and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - b. whose delivery has started with the consumer's express consent before the cooling-off period has expired;
 - c. concerning bets and lotteries.

Article 9 - The prize

1. During the validity period stated in the offer, the prices of the products and/or services on offer shall 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 and on which the Entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices shall 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.

Article 10 - Compliance and Warranty

1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the entrepreneur 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 under the contract.

Article 11 - Delivery and implementation

1. The entrepreneur shall 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. With due observance of that stated in article 4 of these general terms and conditions, the company will execute accepted orders with due speed but at the latest within 30 days unless a longer delivery period has been agreed. If the 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 and the right to possible damages.
4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 30 days after dissolution.
5. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. Upon delivery at the latest, it will be clearly and comprehensibly stated that a replacement article is being delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the entrepreneur.
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 12 - Duration transactions: duration, termination and extension

Termination

1. The consumer may at any time terminate an open-ended contract, which extends to the regular delivery of products (including electricity) or services, subject to the agreed termination rules and a notice period of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed term in accordance with the applicable termination rules and a period of notice that does not exceed one month.
3. The consumer may terminate the contracts referred to in the previous paragraphs: at any time and not be limited to termination at a specific time or in a specific period; at least terminate them in the same way as they were entered into by him; always terminate them with the same notice period as the entrepreneur has stipulated for himself.

Extension

1. A fixed-term contract that has been concluded for the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
2. Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer may terminate this renewed contract towards the end of the renewal with a notice period not exceeding one month.
3. A fixed-term contract that has been concluded for the regular supply of products or services may only be

automatically prolonged for an indefinite period of time if the consumer may terminate this prolonged contract at any time with a period of notice that does not exceed one month and a period of notice that does not exceed three months in case the contract extends to the regular, but less than once a month, supply of daily, news and weekly newspapers and magazines.

4. A contract with a limited duration for the regular supply of daily or weekly newspapers and magazines by way of introduction (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, the consumer may terminate the contract at any time after one year with a notice period of up to one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 14 days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, general terms and conditions may never stipulate an advance payment of more than 50%. Where advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.

3. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.

4. In case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur shall have a sufficiently publicised complaints procedure and shall handle the complaint in accordance with this complaints procedure.

2. Complaints about the execution of the agreement must be submitted to the entrepreneur within 7 days fully and clearly described, after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur shall 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. If the complaint cannot be solved by mutual agreement, a dispute arises which is subject to the dispute settlement procedure.

5. In case of complaints, a consumer should first turn to the entrepreneur. For complaints that cannot be solved in mutual consultation, the consumer should turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. If a solution is still not reached, the consumer has the option of submitting the complaint 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.