

Terms and Conditions

Date: December 1st 2018, te Beverwijk

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Prepared by: Jeroen Bakker

For: www.dewereldleest.store (part of Ahvô Braiths).

For: www.ahvobraiths.nl

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Contact

Ahvô Braiths
Attn: Jeroen Bakker
Olieslagerslaan 183
1945 PE Beverwijk, the Netherlands
Mail: info@ahvobraiths.nl
Phone: +31(0)613883637
Web: www.ahvobraiths.nl

Ahvô Braiths makes use of, amongst others, these trade names:

Ahvô Braiths
· Uitgeverij IJmond
· Uitgeverij Kennemerland
· Ranger
· De Wereld Leest
· De Kronieken van Oz

Bank details

Name: ASN Bank (De Volksbank NV)
IBAN: NL98 ASNB 0267176295
BIC: ASBNL21
Address: Postbus 93514,
2509 AM Den Haag
E-mail address: informatie@asnbank.nl
Web: www.asnbank.nl

Who we are

www.dewereldleest.store is the online consumer sales website for books published by (uitgeverij) Ahvô Braiths. Ahvô Braiths is the brainchild of Jeroen Bakker.

Chamber of Commerce

Our (Dutch) Chamber of Commerce number is: 63586215

Value Added Tax Number

VAT is in Dutch called BTW (Belasting Toegevoegde Waarde).
Our VAT-no. is: NL002127016B73.

Article 1: Applicability of these Terms and Conditions

- 1.1 These terms and conditions are made available to the consumer free of charge and in advance. They can e.g. be found on our website: www.dewereldleest.store/algemenevoorwaarden
- 1.2 These terms and conditions apply to all purchases including but not limited to (e-)books and membership to the Oz Leesclub [Eng: Oz Reading Club] made through the website www.dewereldleest.store. For the Dutch law such a purchase is called 'koop op afstand' [Eng: Distance Selling/Purchase Contract].
- 1.3 These terms and conditions, the selling-party and the agreements regarding purchases are solely subject to Dutch law.
- 1.4 The distance purchase occurs by operation of law when article 3 paragraph 13 is met and the consumer has received an e-mail of confirmation.

Article 2: Privacy

- 2.1 We consider your privacy to be of great importance, therefore we only use your personal and contact information for processing your payment and shipping our product.
- 2.2 Your data will never be shared with a third party, safe for which is subject to statutory information (as required by the law), and shall be kept as short as possible, but will be removed from our systems at the latest within 6 (six) months after receipt of your payment and/or sending our shipment, safe for which is subject to statutory information (as required by the law) for the financial administration, e.g. vat/btw numbers, order and/or invoice numbers. In the case of pre-orders, it might be longer than 6 months, we'll wait for the moment of shipment.
- 2.3 We will never contact you other than for your order, with the exception of a membership of the Oz Leesclub [Eng: Oz Reading Club], then you will receive a newsletter regarding De Kronieken van Oz [Eng: the Chronicles of Oz]. In that case, your e-mail address and postal address details will also be saved for that purpose.
- 2.4 We also save your email address if you check the box for our Newsletter upon your checkout. You'd actively have to check the box. You can unsubscribe anytime you'd like, just klick on the link provided in the newsletter or send us an email.

Article 3: Your purchases and payments

- 3.1 You have a reflection period of 14 (fourteen) days during which you may cancel the purchase (or withdraw from the contract) without providing any reason at all. Before the law this is called the 'right of withdrawal' [NL: herroepingsrecht]. See article 5 for further details.

- 3.2 If your delivery address is outside the EU you do not have 14 (fourteen) days to change your mind, but we extend your reflection period up to 42 (two-and-forty) days.
- 3.3 We consider the place of delivery (your delivery address) to be the address that the consumer has made known to us in the online order form.
- 3.4 Your purchases will be sent on weekdays within 24 (four-and-twenty) hours after you have fulfilled one of the many payment options that we offer, including some payment options afterwards.
- 3.5 Delivery and/or shipment of the product is at the risk of the seller.
- 3.6 If the delivery is delayed, or if an order cannot or only partially be executed and insofar as this was not clear in advance, the consumer will receive a notification no later than 48 (forty-eight) hours after the consumer has placed the order.
- 3.7 In the case described under article 3 paragraph 6, the consumer has the right to terminate the agreement without penalty and to get his/her/they money back. In addition, the consumer is entitled to any compensation if the consumer suffered any damage and can reasonably prove the damage, so the risk and the burden of proof regarding the suffered damage lies in its entirety with the consumer. For further handling please refer to article 5 (i.e. the so-called right of withdrawal) of these Terms and Conditions.
- 3.8 We offer the consumer various payment options, ranging from full post-payment to full prepayment. However, the consumer is not obliged to pay in advance more than 50% (fifty percent) of the amount to be paid.
- 3.9 The consumer must pay the amounts due within 14 (fourteen) days after the commencement of the reflection period or pay the amounts due within the period that applies to the payment method chosen by the consumer.
- 3.10 Payments to the seller are made per/via online platforms and/or third-party environments, e.g. banks, credit cards companies, iDeal or PayPal. These third parties use their own payment guidelines and Terms and Conditions. These third parties must inform the consumer themselves. In spite of this, the consumer does well to observe the conditions of these third parties when making payments. Ahvô Braiths expressly has no influence on nor liability for the applicable Terms and Conditions of these third parties.
- 3.11 You may enjoy any additional purchase protection via and depending upon which payment method you choose.
- 3.12 In the absence of a timely payment, we will remind the consumer of his/her/they/their payment obligation. If payment is still not forthcoming, we do not exclude that the legal interest will be charged on the outstanding amount. Although we hope that it does not have to come to this, the selling-party is entitled to charge the extrajudicial collection costs he has incurred to the consumer.

3.13 With the expiry of the 'expiration date' of the first payment reminder all eventual (business, author and/or consumer) discounts will expire and you are eligible to pay the full amount plus possible costs.

3.14 After completing the order, the consumer will receive a digital writing (e-mail) confirming the (distance) purchase.

Article 4: Returns and/or complaints

- 4.1 For returns and/or complaints about your product or shipment, please contact us via: info@ahvobraiths.nl.
- 4.2 In many cases, we will bear costs for the returns if you have contacted us in advance.
- 4.3 We will refund the amount to you within 14 (fourteen) days after receipt of your return request.
- 4.4 For further return conditions please see article 5.
- 4.5 Complaints submitted to us will be replied to within a period of 14 (fourteen) days (calculated from the date of receipt). If a complaint requires a foreseeable longer processing time, we will reply within 14 (fourteen) days with a notice of receipt and an indication when the consumer can expect a more detailed reply.
- 4.6 The consumer must allow the seller-party at least 4 (four) weeks' time to resolve the complaint in and to mutual agreement.
- 4.7 We are **not** affiliated with a disputes committee. Although unforeseen, for matters that are not resolved to the satisfaction of the consumer, the consumer can turn to his/her/they legal aid and/or (ultimately) the court.

Article 5: Right of withdrawal: rights and obligations

- 5.1 You have a reflection period of 14 (fourteen) days in which you can cancel the purchase without giving a reason, before the law this is called the 'right of withdrawal' [NL: Herroepingsrecht].
- 5.2 If your delivery address is outside the EU, you do not have 14 (fourteen) days reflection period, but we extend your reflection period to 42 (forty-two) days.
- 5.3 During the reflection period, the consumer will handle the delivered product carefully. The consumer will only use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he/she/they would be allowed to do in a store.
- 5.4.1 If the product arrives damaged to the consumer, the consumer must contact the seller as soon as possible but no later than 24 (twenty-four) hours after receipt of the article. The consumer can do this by means of aforementioned contact options or send an email to: info@ahvobraiths.nl.
- 5.4.2 If desired, we will then provide you with a replacement copy free of charge.
- 5.4.3 The consumer must return the damaged article to us, with all delivered accessories, if reasonably possible in original condition and packaging.

5.4.4 We take care of the costs for postage of the returns. The consumer returns the product, and in accordance with the reasonable and clear instructions provided by the selling-party.

5.4.5 In order to reduce the risk of loss of returns, returns can only be accepted if the consumer uses a so-called 'track and trace' number or code or otherwise a method by which the package can be traced for both parties and receipt can be confirmed. In accordance with article 5 paragraph 4 subsection 4 selling-party will bear the costs for this postage.

5.5 The consumer is only liable for the value reduction of the product if this is the result of a way of handling the product that goes further/beyond than allowed in article 5 paragraph 3.

5.6 The consumer is not liable for the value reduction of the product if the selling-party has not provided him with any legally required information about the right of withdrawal prior to or at the conclusion of the agreement. The agreement is deemed to have been concluded when Article 3, paragraph 13, has been complied with.

5.7 If the consumer legitimately relies on the so-called right of withdrawal (article 5) and/or insofar as article 3 paragraph 7 applies, the selling-party pays to the consumer the purchase amount (if already paid or otherwise the obligation for the consumer to pay expires) and/or insofar compensation for proven damages within 14 (fourteen) days after the date of receipt of the notification (by the consumer to the selling-party that he/she/they makes use of the right of withdrawal).

5.8 The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies entirely with the consumer.

5.9 If you do not know exactly what you should write to us to exercise your right of withdrawal, please use the form that you will find in the appendix at the bottom of this document.

Article 6: Final provisions

- 6.1 We guarantee that our products meet the reasonable requirements of reliability and/or usability. If our product does not meet with your expectations, you can always contact us, and we will try to reach an amicable agreement with you.
- 6.2 We will try and take the greatest possible care when receiving and executing orders for our products.
- 6.3 These Terms and Conditions may not in any way conflict with provisions laid down by the Dutch law. If that is the case, the rule in question will be interpreted in favour of the consumer.
- 6.4 Only Dutch law applies to agreements between the selling-party and the consumer to which these Terms and Conditions apply.

Appendix: Right of withdrawal form

(Only fill out this form and return it when you want to cancel the contract, you can also copy this form and paste it in an e-mail or text editor and fill-in the blanks).

To:

Ahvô Braiths
Olieslagerslaan 183
1945 PE Beverwijk
info@ahvobraiths.nl

I / we* hereby invoke and end our agreement for the purchase concerning

product(s): ISBN _____

- Ordered on/received* by date: _____

- Order- / invoice- * ~ number: _____

- Reason: I... am dissatisfied / have damage / no longer have any interest / do not provide a reason* ~

- My name: _____

- My address: _____

- Date: _____/Signature° _____

** Delete what is not applicable or fill in what is applicable.*

~ If available/If so desired to provide

° Signature only when this form is submitted on paper.