

# General Terms and Conditions Studystore

## consumers

### 1. Identity

The private limited company STS B.V., with its registered offices at Dieselstraat 1 at 8263 AE Kampen, NL, also operating under the name of Studystore.

Telephone Number: 088 20 30 330

Email Address: [info@studystore.nl](mailto:info@studystore.nl)

Chamber of Commerce number: 09041265

### 2. Definitions

In these Terms and Conditions (hereinafter referred to as: “*the Terms and Conditions*”) the following terms shall have the following meanings:

**Studystore:** STS B.V.

**Agreement:** a remote contract that is concluded between Studystore and the Consumer in the context of an organised system for the remote selling of products, digital content and/or services, whereby exclusive or joint use is made of one or more remote communication technologies up to and including the conclusion of the Agreement;

**Consumer:** a natural person, including a pupil and a student, who does not act for purposes related to his/her trade, business, craft, or professional activity;

**Cooling-off Period:** a period of 30 days after the product is received, during which you, as the Consumer, are entitled to exercise your right of withdrawal;

**Licence:** the personal, non-exclusive, temporary, revocable and non-transferable right of use with regard to a digital product ordered by the Consumer from Studystore. The right of use also contains the right to gain access to the digital product via Studystore for the duration of the Licence.

**Permanent Data Carrier:** the auxiliary materials, including email, which enable the Consumer to save information that is personally addressed to him/her, in a manner that makes future consultation or use thereof possible during a period that is in line with the objective for which the information is intended, and that makes unaltered reproduction of the saved information possible;

**Right of Withdrawal:** the option for the Consumer to decide against the remote contract within the Cooling-off Period; **Terms and Conditions:** these general Terms and Conditions, which apply between Studystore and the Consumer.

**Withdrawal Form:** the European model form for withdrawal included in Appendix I of these Terms and Conditions;

### 3. Applicability

3.1 These Terms and Conditions shall apply to every offer from Studystore and to every Agreement that comes into effect between Studystore and the Consumer.

3.2 The text of these Terms and Conditions shall be made available to the Consumer prior to the conclusion of the Agreement and the Consumer can simply save this on a Permanent Data Carrier.

### 4. Offer

4.1 If an offer has a limited validity period or takes place subject to conditions, this will be set out in the offer.

4.2 The offer shall contain a description of the offered products and/or services in a manner which will enable a proper assessment of the offer by the Consumer. Apparent mistakes or apparent errors in the offer will not bind Studystore.

### 5. Agreement

5.1 The Agreement shall come into effect at the time of placement of the order. Studystore shall promptly confirm by electronic means receipt of the acceptance of the offer.

5.2 Studystore shall perform the Agreement on the basis of best endeavours.

5.3 Studystore shall make efforts to take suitable technical and organisational measures for the protection of the electronic transfer of data and shall make every reasonable effort to ensure a secure web environment.

5.4 Studystore may enquire into the ability of the Consumer to fulfil his/her payment obligations, as well as into all those facts and factors that are relevant to entering into the Agreement responsibly. If Studystore, on the basis of this research, has good grounds not to enter into the Agreement, Studystore shall be entitled to refuse an order or application, or to attach special conditions to the performance, on stating its reasons.

### 6. Right of Withdrawal

6.1 The Consumer may withdraw an Agreement with regard to the purchase of a product during the Cooling-off Period.

6.2 If the Consumer wishes to exercise his/her Right of Withdrawal for undamaged and unused products, he/she must notify Studystore within the Cooling-off Period by means of the Withdrawal Form (as attached to these Terms and Conditions), or in a manner as stated on the website.

6.3 The Consumer shall return the product as soon as possible, but at the latest within 14 days from the day following notification that they are exercising their Right of Withdrawal, or the Consumer shall hand the product to (an authorised representative of) Studystore, unless Studystore collects the product.

6.4 The Consumer shall bear the direct costs of return dispatch of the product, unless stated otherwise by Studystore.

6.5 The Consumer shall return the product together with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the instructions provided by Studystore.

6.6 The risk and the burden of proof of the correct exercise in a timely manner of the Right of Withdrawal is vested in the Consumer.

6.7 Studystore shall refund all payments made by the Consumer, including any delivery costs charged by Studystore for the returned product, promptly but in any event within 14 days after the day on which the Consumer notified Studystore of withdrawal.

### 7. Cooling-off Period

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- 7.1 The Consumer shall handle the product and packaging with care during the Cooling-off Period. He/she will only unwrap or use the product to the extent that this is necessary to establish the nature, the characteristics and the functioning of the product. The starting point hereby is that the consumer is only permitted to handle and inspect the product to the same extent as in a shop.
- 7.2 The Consumer shall be liable for any decrease in value of the product that is the result of a manner of handling the product that goes beyond the extent stated in article 7.1.
- 8. Exclusion of the Right of Withdrawal**
- 8.1 Studystore may exclude products and services from the Right of Withdrawal. This shall be stated with the offer in the web shop, in a timely manner prior to the conclusion of the Agreement.
- 8.2 The Right of Withdrawal is excluded in any event to:
- Digital products when the licence is activated and/or the link is activated and/or the link has been clicked, if the execution has started and/or registration of the user has taken place;
  - Software packages where the sealing has been broken, the packaging has been opened, or it has been installed or registered;
  - Completed vouchers and/or coupons.
- 9. Price**
- 9.1 The prices of the offered products and/or services shall not be increased during the validity period stated in the offer, with the exception of price changes as a result of changes in legal provisions.
- 9.2 The prices of the products or services stated in the offer are in Euros, including VAT and exclude any dispatch and administrative costs.
- 9.3 Studystore shall be entitled to periodically adjust its prices.
- 10. Compliance with the Agreement**
- 10.1 Studystore guarantees that the products meet the sound condition and/or fitness for purpose of the products delivered by it in conformity with the specifications set out.
- 10.2 The risk of damage to and/or loss of products is vested in Studystore until the time of delivery to the Consumer, or to a representative appointed in advance and made known to Studystore.
- 10.3 Ownership of the delivered products shall only transfer after the amount owed has been paid.
- 11. Delivery and Execution**
- 11.1 Studystore shall make every effort to observe care when taking receipt of and during the execution of the orders.
- 11.2 The delivery of digital products shall take place by means of receiving the link for downloading the digital products. Any other products shall be sent to the stated delivery address.
- 11.3 The Consumer shall be responsible for providing Studystore with the correct address, email address, mobile telephone number, payment details and any changes to these in a timely manner.
- 11.4 Studystore shall make every effort to expeditiously execute the accepted orders, no later than within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if a delivery cannot or can only partially be executed, the consumer shall be notified no later than 30 days after the order was placed.
- 11.5 Delivery shall take place for as long as the products are in stock.
- 11.6 Studystore shall be entitled to engage third parties for the performance of the Agreement.
- 12. The Sale of Educational Material to Studystore**
- 12.1 The Agreement for the sale of textbooks shall come into effect after Studystore has accepted the offered textbooks by means of payment of the amount at which the relevant books are valued at Studystore.nl. The sales receipt is not a sales agreement.
- 12.2 Before Studystore can decide to buy the offered textbooks, the books shall be sent to: STS BV, Inname 2e-hands, Antwoordnummer 123, 7800, VB Emmen, NL.
- 12.3 Textbooks can be considered for purchase by Studystore only when they are in good condition and do not contain: missing, damaged, or torn pages and no missing, damaged, or copied extras (such as glossaries or DVDs), stains, or water damage, pages that have been marked, or other significant damage.
- 12.4 Studystore shall assess any textbooks received against the conditions above. If one or more of these conditions are not fulfilled, the textbooks shall not be accepted and Studystore shall not purchase them. No complaints can be made regarding the assessment by Studystore of the textbooks.
- 12.5 In addition, Studystore may always choose not to purchase any offered textbooks for other reasons, for example because the offered textbooks are less current, because Studystore has at that time sufficient copies in stock, or for other reasons.
- 12.6 If Studystore wishes to purchase the offered textbooks, it shall make payment of the relevant sum. In that case Studystore shall make every effort to pay the sum within 7 days of receipt of the books, or it shall be set off against any outstanding balance.
- 12.7 If Studystore does not wish to purchase the offered textbooks, no sales agreement will come into effect. In that case the textbooks shall be returned to the offeror, provided a complete and correct address is known.
- 12.8 The risk of damage or loss is vested in the offeror.
- 12.9 Only textbooks that have been sent or delivered with a completely filled in and valid sales receipt shall be accepted for processing. Textbooks that are not listed on the sales receipt shall not be accepted.
- 12.10 If the offered books have been acquired wrongfully, Studystore shall report this to the police.

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### **13. Payment**

- 13.1 Studystore is permitted to charge the applicable price at the point of delivery to the Consumer, which the Consumer shall be obliged to pay.
- 13.2 If the Consumer does not pay in a timely manner, Studystore shall remind the Consumer and allow them a reasonable further payment period. If payment is still not forthcoming, Studystore may charge the extrajudicial collection costs incurred by Studystore. These collection costs shall amount to a maximum of: 15% of outstanding sums up to € 2,500; 10% of the next € 2,500 and 5% of the next € 5,000 with a minimum of € 40.

### **14. Digital Products**

- 14.1 The Consumer Licence for digital products shall grant exclusively the right to gain access to the digital product and to view, consult and run the content included therein and to save or print non-substantial parts of the content, in conformity with the instructions and specifications by Studystore, or the publisher of the remote products.
- 14.2 In the event of a Cloud solution, the Licence shall grant the right to use the web application via the interface offered by Studystore.
- 14.3 The passwords, user names and similar access and user codes provided are confidential.
- 14.4 The Consumer shall not process, change, copy, publish, reproduce, or lend the digital products, create works derived therefrom, or execute other actions therewith that extend beyond the granted Licence, with the exception of and insofar as provided for in the Copyright Act (such as the right to quote).
- 14.5 The Licence is limited to the period agreed at purchase. The Licence period shall commence when the Consumer completes registration.
- 14.6 The Consumer is exclusively permitted to use the digital products for personal use, or personal business operations.
- 14.7 Studystore shall be entitled to audit use of the Licence. The Consumer shall provide all reasonable cooperation.
- 14.8 The Consumer shall be responsible and liable for careful use by the users of the digital products and/or login details and shall be liable for the users complying with the provisions of the Agreement.
- 14.9 Studystore shall be entitled, for the purposes of maintaining and/or improving the quality of the products, to make changes in its equipment, software and products, including regulations regarding identification procedures, type of equipment and to deny access to the product at times when maintenance and repair work is executed.
- 14.10 Additional conditions of use imposed by the publisher and owner of the digital products may apply to the digital products, which shall be stated in the web shop.

### **15. Intellectual Property Rights**

- 15.1 Any intellectual property rights (including database rights) and know-how (including the digital distribution concept) of

Studystore with regard to this Agreement and the products supplied by Studystore, are vested in Studystore and/or its suppliers.

No transfer of any intellectual property rights shall take place by virtue of the Agreement.

- 15.2 In case of digital products, the Consumer shall acquire a non-transferable and non-sublicensable licence for the use of the product concerned for the licence period set by the publisher of the product. Unless stated otherwise, the licence period shall be 1 school year.

### **16. Complaints Procedure**

- 16.1 Studystore is committed to providing excellent customer service. Please let us know if you are not satisfied. You can reach us via the contact information on the website of Studystore.
- 16.2 Complaints regarding the performance of the Agreement must be submitted clearly and in full to Studystore, within a reasonable period after the consumer has noticed the defects.
- 16.3 In principle, any complaint submitted to us shall be responded to within 14 days after submission. If more time is needed for dealing with your complaint, you shall receive acknowledgement of receipt, which will set out the period in which you can expect a substantive response from us.

### **17. Personal Data**

- 17.1 Studystore shall process personal data in the context of the performance of the Agreement and its service provision in accordance with the applicable legislation and regulations.

### **18. Disputes**

- 18.1 The law of the Netherlands shall apply exclusively to Agreements between Studystore and the Consumer to which these Terms and Conditions are applicable.
- 18.2 Any disputes that might arise between parties to the Agreement, or Agreements ensuing therefrom, shall be made pending before the competent court in the Amsterdam district.

*Version: 28 August 2019*

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**Appendix 1: Standard Withdrawal Form**

(Only complete and return this form if you wish to withdraw from the Agreement)

- To: Studystore  
Afdeling Retouren  
Postbus 23  
7800 AA Emmen, NL  
[info@studystore.nl](mailto:info@studystore.nl)
  
- I/We\* hereby inform\* you that I/we\* withdraw our Agreement concerning  
  
Sale of the following products: [product details]\*  
  
Supply of the following digital content: [digital content details]\*  
  
provision of the following service: [service details]\*,  
  
withdraw\*
  - Ordered on\*/received on\*[date of order for services or receipt of products]
  - [Name of the consumer(s)]
  - [Address of the consumer(s)]
  - [Signed by the consumer(s)] (only if this form is submitted on paper)

\*Delete or complete as applicable.