

TERMS AND CONDITIONS — BONDEDBOOKS

These Terms and Conditions apply to all offers, orders and agreements of BondedBooks.

In case of any discrepancies between the English and Dutch version, the Dutch version shall prevail.

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Article 1 – Definitions

In these Terms and Conditions, the following definitions apply:

Cooling-off period: the period during which the consumer may exercise their right of withdrawal;

Consumer: the natural person who is not acting for purposes relating to their trade, business, craft or profession and who enters into a distance agreement with the entrepreneur;

Day: calendar day;

Duration transaction: a distance agreement relating to a series of products and/or services, whereby the delivery and/or purchase obligation is spread over time;

Durable data carrier: any means that enables the consumer or entrepreneur to store information addressed personally to them in a way that allows future consultation and unchanged reproduction of the stored information;

Right of withdrawal: the option for the consumer to withdraw from the distance agreement within the cooling-off period;

Model withdrawal form: the model withdrawal form made available by the entrepreneur which the consumer may use if they wish to exercise their right of withdrawal;

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

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

Means of distance communication: a means that can be used to conclude an agreement without the consumer and entrepreneur being simultaneously present in the same place;

Terms and Conditions: these Terms and Conditions of the entrepreneur;

Personalised product: a product that is custom-made by the entrepreneur based on information and/or choices provided by the consumer;

AI-generated content: content that is (partly) automatically generated using artificial intelligence;

Co-creation: functionality whereby multiple persons designated by the consumer can jointly add content to one product.

Article 2 – Identity of the Entrepreneur

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BondedBooks

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Article 3 – Applicability

These Terms and Conditions apply to every offer made by the entrepreneur and to every distance agreement and order concluded between the entrepreneur and the consumer.

Prior to the conclusion of the distance agreement, the text of these Terms and Conditions shall be made available to the consumer. If this is not reasonably possible, it shall be indicated before the distance agreement is concluded that the Terms and Conditions can be inspected at the entrepreneur's premises and will be sent free of charge upon request.

If the distance agreement is concluded electronically, the text of these Terms and Conditions may, contrary to the previous paragraph and before the agreement is concluded, be made available to the consumer electronically in such a way that it can be easily stored on a durable data carrier. If this is not reasonably possible, it shall be indicated where the Terms and Conditions can be consulted electronically and that they will be sent free of charge upon request.

If specific product or service conditions apply in addition to these Terms and Conditions, paragraphs 2 and 3 shall apply accordingly, and in the event of conflicting conditions the consumer may always invoke the provision most favourable to them.

If one or more provisions of these Terms and Conditions are at any time wholly or partially null and void or annulled, the agreement and these Terms and Conditions shall otherwise remain in force, and the relevant provision shall be replaced in mutual consultation by a provision that most closely reflects the original intent.

Situations not covered by these Terms and Conditions shall be assessed in accordance with the spirit of these Terms and Conditions.

Ambiguities regarding the interpretation or content of one or more provisions shall be interpreted in accordance with the spirit of these Terms and Conditions.

Article 4 – The Offer

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

The offer is non-binding. The entrepreneur reserves the right to amend or adjust the offer.

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 properly assess the offer. If images are used, they are a truthful representation of the products and/or services offered. Obvious mistakes or errors do not bind the entrepreneur.

All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.

Product images are a truthful representation of the products offered. The entrepreneur cannot guarantee that the displayed colours exactly match the actual colours of the products.

Each offer contains sufficient information to make it clear to the consumer what rights and obligations are attached to acceptance of the offer, including in particular:

the price including taxes;

any delivery costs;

how the agreement will be concluded and what actions are required;

whether the right of withdrawal applies;

the method of payment, delivery and performance;

the period for acceptance of the offer or the period during which the price is guaranteed;

the rate for distance communication if costs are calculated on a different basis than the regular basic rate;

whether the agreement will be archived and how it can be consulted;

how the consumer can review and correct provided data;

any other languages in which the agreement may be concluded;

applicable codes of conduct and how they can be consulted;

the minimum duration of the distance agreement in the case of a duration transaction.

Article 5 – The Agreement

Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and fulfils the conditions set forth.

If the consumer accepts the offer electronically, the entrepreneur shall promptly confirm receipt of acceptance electronically. Until receipt of this acceptance is confirmed, the consumer may dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to secure electronic data transfer and ensure a secure web environment.

The entrepreneur may, within legal frameworks, assess whether the consumer can fulfil payment obligations and may refuse an order or attach special conditions if justified.

The entrepreneur shall provide the consumer, in writing or on a durable data carrier, with:

the address for complaints;

information on the right of withdrawal or its exclusion;

information about guarantees and after-sales service;

the data referred to in Article 4(3), unless already provided;

termination requirements for agreements exceeding one year or of indefinite duration.

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

Every agreement is entered into subject to sufficient availability of the relevant products.

Article 6 – Personalised Products

Custom-made products

The products offered through our website are custom-made based on the information and selections provided by the consumer.

Final order

Once the consumer has placed an order and has agreed to the personalised specifications, the order is final and cannot be modified or cancelled.

Exclusion of the right of withdrawal

For personalised products, the right of withdrawal lapses once production has started or once the consumer has explicitly agreed to the personalisation.

Article 7 – Submitted and Generated Content

Consumer responsibility

The consumer is fully responsible for all content submitted for personalisation, including but not limited to texts, images, and data. This also applies to content generated using artificial intelligence (AI) or other automated systems.

No content verification

The entrepreneur does not review or verify submitted or generated content and provides no guarantee regarding the accuracy, completeness, or suitability of such content.

Third-party rights

The consumer guarantees that all submitted and/or generated content does not infringe the rights of third parties, including intellectual property rights, trademark rights, or privacy rights, and does not contain unlawful, harmful, or inappropriate material.

Liability exclusion

The entrepreneur shall not be liable for any damage resulting from the use of submitted or generated content, including emotional distress, reputational damage, or other indirect damages.

Article 8 – AI-Generated Questions

Use of artificial intelligence

When purchasing personalised products, artificial intelligence (AI) may be used to generate questions or content based on information provided by the consumer.

No content guarantee

AI-generated questions or content may vary in accuracy, relevance, and quality. The entrepreneur does not guarantee that such content is complete, correct, or suitable for any specific purpose.

Consumer responsibility

The consumer remains fully responsible for reviewing, selecting, and using AI-generated content. It is the consumer's responsibility to assess whether the generated content is appropriate for its intended use.

Liability exclusion

The entrepreneur shall not be liable for any damage arising from the use of AI-generated content, including errors, misunderstandings, or unforeseen consequences.

Article 9 – Co-Creation

Co-creation access

The consumer may choose to create a product together with others, allowing multiple designated persons to access the product environment to add, edit, or approve content.

Responsibility for access

The consumer is responsible for granting access to third parties and for managing their participation. The consumer must ensure that all participants comply with these Terms and Conditions and do not submit inappropriate content.

Termination of access

The consumer may revoke access for other participants at any time. The entrepreneur shall not be liable for any consequences of such revocation, including loss of work or content.

Liability exclusion

The entrepreneur is not responsible for disputes between participants or for content added by third parties. The consumer remains responsible for all content submitted or modified by co-creators.

Article 10 – Liability

The entrepreneur shall only be liable for direct damage suffered by the consumer if and insofar as such damage is the result of intent or gross negligence on the part of the entrepreneur.

The entrepreneur shall never be liable for indirect damage, including but not limited to consequential damage, loss of data, loss of profits, emotional damage, or business interruption.

The entrepreneur is not liable for damage resulting from incorrect or incomplete information provided by the consumer.

If the entrepreneur is nevertheless liable, liability shall be limited to the amount paid by the consumer for the relevant product or service.

The limitations of liability in this article do not apply if the damage is caused by intent or gross negligence of the entrepreneur or its managerial staff, or if mandatory statutory provisions apply.

Article 11 – Right of Withdrawal

The consumer has the right to withdraw from a non-personalised product agreement within 14 days without giving any reason.

The withdrawal period expires 14 days after the day on which the consumer, or a third party designated by the consumer, has received the product.

To exercise the right of withdrawal, the consumer must inform the entrepreneur of their decision by means of an unequivocal statement (e.g. by e-mail).

The consumer may use the model withdrawal form, but this is not mandatory.

Article 12 – Costs in Case of Withdrawal

If the consumer exercises the right of withdrawal, the entrepreneur shall reimburse all payments received from the consumer, excluding delivery costs, without undue delay and no later than 14 days after being informed of the decision.

The entrepreneur may withhold reimbursement until the product has been received back or until the consumer has provided proof of return.

The consumer shall bear the direct costs of returning the product, unless otherwise agreed.

Article 13 – Exclusion of the Right of Withdrawal

The right of withdrawal is excluded for:

personalised or custom-made products;

products made according to consumer specifications;

products that are clearly intended for a specific person.

By placing an order for a personalised product, the consumer explicitly agrees to the exclusion of the right of withdrawal.

Article 14 – Price

All prices are stated in euros and include VAT, unless otherwise indicated.

The entrepreneur reserves the right to change prices. Price changes do not affect agreements already concluded.

Obvious pricing errors or mistakes do not bind the entrepreneur.

Article 15 – Conformity and Warranty

The entrepreneur guarantees that the products comply with the agreement, the specifications stated in the offer, and reasonable requirements of usability and reliability.

Any defects must be reported within a reasonable period after discovery.

The warranty does not apply if defects are caused by incorrect or improper use by the consumer.

Article 16 – Delivery and Performance

Orders will be executed with due care.

Delivery shall take place at the address specified by the consumer.

The entrepreneur aims to deliver products within the stated delivery period. This period is indicative and not a strict deadline.

In case of delay, the consumer shall be informed as soon as possible.

Article 17 – Duration Transactions: Duration, Termination and Renewal

The consumer may terminate a duration agreement at any time with due observance of the applicable notice period.

Termination shall take place in accordance with the agreed method.

Article 18 – Payment

Payment must be made using the payment methods offered on the website.

The entrepreneur reserves the right to suspend or cancel an order in case of non-payment.

Article 19 – Complaints Procedure

Complaints regarding the performance of the agreement must be submitted fully and clearly described within a reasonable time after discovery.

Complaints submitted to the entrepreneur will be answered within 14 days of receipt.

If a complaint cannot be resolved amicably, a dispute arises that is subject to the dispute settlement procedure.

Article 20 – Disputes

Agreements between the entrepreneur and the consumer to which these Terms and Conditions apply are governed exclusively by Dutch law.

Disputes shall be submitted to the competent court in the Netherlands, unless mandatory consumer law provides otherwise.

Article 21 – Additional or Deviating Provisions

Additional or deviating provisions from these Terms and Conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer on a durable data carrier.