

GENERAL TERMS AND CONDITIONS OF SALE | SHOPA TOPA JUNE 2026

TABLE OF CONTENTS

1. Who are we? What do we offer?
 2. Definitions
 3. What are the delivery conditions?
 4. Can I change my mind?
 5. How can I contact the Seller and file a complaint?
 6. Who is responsible for services and products?
 7. Applicable law and competent court
-

Article 1. Who Are We? What Do We Offer?

1.1

The company Shopa Topa is registered in the Trade Register under number 78761298 and provides Buyers with a platform under the name “Shopa Topa,” which aims to connect people with Sellers.

1.2

Shopa Topa acts as a hosting intermediary, is not the Seller of the Products offered, and is therefore not responsible for Products sold through the Platform, which the Buyer expressly acknowledges. Furthermore, unless otherwise stated, Shopa Topa is not an authorized distributor recognized by any brand.

The relationships between Shopa Topa and Buyers are governed by the Platform's Terms of Use, which are accessible here. Shopa Topa provides various services to Sellers on its Platform, such as a Back Office, Multiple Payment services, and assistance in managing after-sales service on behalf of the Seller. The Seller remains solely responsible for the Products sold to Buyers.

Article 2. Definitions

Whenever the following words are written in these General Terms and Conditions (GTC), whether in singular or plural form and with a capital letter, they shall have the following meanings:

Buyer(s): Any natural person or legal entity using the Platform to purchase Products for non-commercial purposes.

Natural persons must be at least 16 years old and legally competent to purchase products on the Platform. If natural persons are between 16 and 18 years old, they must have the consent of their parent or legal guardian.

Article 3. What Are the Delivery Conditions?

3.1

Products are delivered to the delivery address provided by the Buyer when placing the order. Prices, delivery times, and delivery methods are specified by the Seller, who is solely responsible for compliance with them.

The Buyer can monitor the progress of the order and, where applicable, track the shipment through their customer account.

3.2

The delivery date depends in particular on the delivery method selected by the Buyer. When the Buyer chooses a delivery method, they are informed of the estimated delivery period.

The Seller undertakes to comply with the announced delivery periods, which may not be unreasonably delayed and shall never exceed 30 days.

3.3

Unless otherwise stated during the ordering process, delivery is subject to payment. The delivery cost is communicated to the Buyer before any payment is made.

Article 4. Can I Change My Mind?

4.1

The Buyer may withdraw from the purchase without providing any reason within 14 days of receiving the order.

In the case of an order involving multiple Products delivered separately, the withdrawal period begins upon receipt of the last Product.

4.2

To exercise the right of withdrawal, the Buyer may send an email to:

klantenservice@shopatopa.com

requesting withdrawal from the purchase.

4.3

The Buyer then has a maximum period of 14 days after notifying the Seller of the withdrawal decision to return the Product(s) to the Seller's postal address listed in the Seller's account, unless the Seller requests return to another address communicated to the Buyer or offers to collect the Product(s) personally.

4.4

If all conditions relating to the exercise of the right of withdrawal are met, the Seller shall reimburse the Buyer for the total order amount, including delivery costs.

Article 5. How Can I Contact the Seller and File a Complaint?

5.1 Communication Through the Platform

In general, the Buyer undertakes to communicate only through their account on the Platform.

Both the Buyer and the Seller can track the claim through their respective accounts.

As an exception, for example when the Buyer's account has been closed, the Buyer may submit a complaint regarding a Product by emailing:

klantenservice@shopatopa.com

5.2 Processing of the Buyer's Complaint

The Buyer will receive a response to any complaint within 24 hours (excluding weekends and public holidays).

The Buyer is informed that the Seller is solely responsible for warranties and, more generally, for the Products sold on the Platform. Shopa Topa cannot be held liable under any circumstances for the sale of a Product.

5.3 Intervention by Shopa Topa

Shopa Topa assists Sellers in handling their after-sales services.

If the Seller fails to fulfill obligations towards the Buyer (particularly if no exchange, repair, or refund solution is proposed within a maximum of five working days after receipt of the Products), and if Shopa Topa considers the Buyer's request justified, Shopa Topa shall, in the name and on behalf of the Seller and after consulting the Buyer, implement one of the following solutions depending on the nature of the claim:

1. Refund the Buyer for the price of the order or disputed Product; or
2. Send the Buyer a Product that conforms to the ordered Product.

Any solution proposed by Shopa Topa and accepted by the Buyer shall be binding on the Seller.

Shopa Topa's intervention is supplementary and independent of the Buyer's rights and does not affect the Buyer's right to take legal action against the Seller.

Article 6. Who Is Responsible for Services and Products?

6.1 Services and Access to the Platform

Shopa Topa undertakes to use its best efforts to ensure the availability of the Services and the Platform.

Shopa Topa reserves the right to suspend or restrict access to the Services and the Platform in order to perform repairs, maintenance, and/or add or upgrade a feature or service.

Shopa Topa cannot be held liable if a user is unable to use a Service or the Platform in whole or in part.

6.2 Products

The Seller accepts full responsibility for the Products offered for sale through the Platform and their warranties.

The Buyer can find all information relating to the identity of the Seller in the Seller's account.

As Shopa Topa acts solely as a hosting service between the Seller and the Buyer, Shopa Topa disclaims all liability concerning sales conducted between Sellers and Buyers on the Platform.

The management of after-sales services by Shopa Topa on behalf of the Seller does not exclude or limit the Seller's liability towards the Buyer.

The Buyer therefore indemnifies Shopa Topa against any liability arising from the execution of the sale, particularly concerning:

- Product conformity,
- Description and compliance of the sales offer,
- Product availability,
- Ownership of intellectual and industrial property rights relating to the Products.

Article 7. Applicable Law and Competent Court

7.1

These General Terms and Conditions shall be governed by Dutch law.

7.2

In the event of a dispute relating to the formation, conclusion, execution, interpretation, or validity of these Terms and Conditions, or more generally concerning the relationship with a Seller, the Buyer and Seller are invited to undertake negotiations and discussions to reach an amicable settlement as described in Article 5.

7.3

The Buyer is informed that they may, if desired, make use of a consumer mediator free of charge to achieve an amicable resolution of the dispute between themselves and the Seller.

7.4

If the Buyer does not wish to use mediation or if mediation is unsuccessful, the Buyer may submit the matter to the competent court of:

- The place where the Buyer resided at the time the agreement was concluded;
- The place where the damaging event occurred;
- The location of the Seller's registered office; or
- The place of actual delivery of the Product.

It is reiterated that Shopa Topa is not the Seller of the Products.

If the Buyer wishes to initiate legal proceedings, all information concerning the Seller's identity can be found in the Seller's account.