

A seller X is offering at its website a book on the Greek mythology. The seller X wants to sell the book to the clients in all countries of the EU. The book should be sold under the Common European Sales Law (which for the purpose of this assignment should be regarded as already adopted and enforced by the European Union). A professor of the Greek mythology Z is looking for this particular book for a longer time. Z has entered the website of the seller X. Z has accepted the offer and separately the agreement upon the use of the CESL. She received the conformation that the contract is subjected to the CESL, as it follows from the agreement of the parties. The seller has its seat in France, the buyer in Latvia. The publisher of the book (which is distinct from the seller) has announced on its website that all the books have a DVD on the Greek mythology enclosed. The book has been delivered to Professor Z, but without DVD. She was disappointed and therefore she has notified the seller immediately (after four days after delivery) and finally terminated the contract. The declaration of the termination has been dispatched 20 days after the delivery of the book. The seller X does not agree with it and does not want to reimburse the money, arguing that the information about DVD was not coming from the seller. Decide the dispute!