

General Terms and Conditions Thuiswinkel.org

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Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1. **Additional agreement:** an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance contract and these products, digital content, and/or services are delivered by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur;
2. **Withdrawal period:** the period during which the consumer may exercise their right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft, or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Continuous contract:** a contract that provides for the regular supply of goods, services, and/or digital content over a certain period;

7. **Durable medium:** any means — including email — that enables the consumer or entrepreneur to store information addressed personally to them in a way that allows future consultation or use for a period aligned with the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** the consumer's ability to withdraw from the distance contract within the withdrawal period;
9. **Entrepreneur:** the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content, and/or services at a distance to consumers;
10. **Distance contract:** an agreement concluded between the entrepreneur and the consumer as part of an organized system for selling products, digital content, and/or services at a distance, whereby up to and including the conclusion of the contract only or partly one or more techniques for distance communication are used;
11. **Model withdrawal form:** the European model withdrawal form included in Annex I of these terms and conditions; Annex I need not be provided if the consumer has no right of withdrawal regarding their order;
12. **Technique for distance communication:** means that can be used to conclude a contract without the consumer and entrepreneur being simultaneously present in the same place.

Article 2 – Identity of the Entrepreneur

- **Name entrepreneur:** Dutch Museum Gift Shop B.V.
- **Operating under the name(s):** Dutch Museum Gift Shop

Registered office:

Bunsenstraat 9/1, 1098RK Amsterdam, Netherlands

Telephone number: +31618394232

Availability:

From: Monday

Until: Friday

From: 09:00

Until: 17:00

Email address: info@dutchmuseumgiftshop.nl

Article 3 – Applicability

Thuiswinkel.org | Horaplantsoen 20, 6717 LT Ede

T 0318 648575 | E info@thuiswinkel.org | W www.thuiswinkel.org

KVK 40407228 | BTW NL004770675B01 | BIC ABNANL2A | IBAN NL42ABNA0512785066

1. These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between entrepreneur and consumer.
 2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the distance contract is concluded, indicate how the terms and conditions can be inspected at the entrepreneur and that they will be sent free of charge at the consumer's request.
 3. If the distance contract is concluded electronically, contrary to the previous paragraph, the text of these general terms and conditions may be made available electronically to the consumer in such a way that they can be stored on a durable medium in a simple manner. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur shall indicate where the general terms and conditions can be inspected electronically and that they will be sent free of charge at the consumer's request.
 4. If, in addition to these general terms and conditions, specific product or service terms apply, paragraphs 2 and 3 apply accordingly, and in case of conflicting terms the consumer may always invoke the provision most favorable to them.
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Article 4 – The Offer

1. If an offer has a limited validity or is subject to conditions, this will be explicitly stated in the offer.
 2. The offer contains a complete and accurate description of the products, digital content, and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services, and/or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
 3. Each offer contains such information that it is clear to the consumer what rights and obligations are connected to accepting the offer.
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Article 5 – The Agreement

1. The agreement is concluded, subject to paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the conditions attached thereto.
 2. If the consumer accepted the offer electronically, the entrepreneur shall immediately confirm receipt of the acceptance electronically. Until this receipt is confirmed by the entrepreneur, the consumer may dissolve the contract.
 3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web
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environment. If the consumer can pay electronically, the entrepreneur shall take appropriate security measures.

4. Within legal frameworks, the entrepreneur may verify whether the consumer can meet their payment obligations and assess facts and factors relevant to responsibly entering into the distance contract. If the entrepreneur has reasonable grounds not to enter into the agreement, they are entitled to refuse a order or request with justification or attach special conditions to the execution.
5. At the latest upon delivery of the product, service, or digital content, the entrepreneur shall provide the following information to the consumer, in writing or in such a way that it can be stored on a durable medium:
 - a. The address of the entrepreneur's establishment for complaints;
 - b. The conditions and procedure for exercising the right of withdrawal, or a clear statement if the right of withdrawal is excluded;
 - c. Information on guarantees and after-sales service;
 - d. The price including taxes, delivery costs if applicable, and payment, delivery, or execution method;
 - e. Requirements for terminating the agreement if it has a duration of more than one year or is indefinite;
 - f. If the consumer has a right of withdrawal, the model withdrawal form.

Article 6 – Right of Withdrawal

For products:

1. The consumer may dissolve a contract for purchasing a product within a withdrawal period of 14 days without giving reasons. The entrepreneur may ask for the reason but cannot require it.
2. The withdrawal period starts the day after the consumer, or a third party designated by the consumer who is not the carrier, receives the product, or:
 - a. If multiple products are ordered in the same order: the day the consumer, or designated third party, receives the last product. The entrepreneur may refuse multiple-product orders with different delivery times if clearly informed before ordering.
 - b. If delivery consists of multiple shipments or components: the day the consumer, or designated third party, receives the last shipment or component.
 - c. For contracts providing regular delivery over a period: the day the consumer, or designated third party, receives the first product.

For services and digital content not delivered on a tangible medium:

3. The consumer may dissolve a service contract or a contract for digital content not delivered on a tangible medium within 14 days without giving reasons. The entrepreneur may ask for the reason but cannot require it.
4. The withdrawal period starts the day after the contract is concluded.

Extended withdrawal period if legally required information is not provided:

5. If the entrepreneur fails to provide legally required information on the right of withdrawal or model withdrawal form, the withdrawal period expires 12 months after the end of the original withdrawal period.
 6. If the entrepreneur provides the information within 12 months, the withdrawal period expires 14 days after the consumer receives that information.
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Article 7 – Obligations of the Consumer During the Withdrawal Period

1. During the withdrawal period, the consumer shall handle the product with care and the packaging. He shall only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The principle is that the consumer may only handle and inspect the product as he would in a store.
 2. The consumer is only liable for diminished value of the product resulting from handling beyond what is permitted in paragraph 1.
 3. The consumer is not liable for diminished value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal before or at the time of concluding the contract.
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Article 8 – Exercise of the Right of Withdrawal by the Consumer and Costs Thereof

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the withdrawal period by means of the model withdrawal form or in another unequivocal manner.
 2. The consumer shall return the product as soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, or hand it over to (an authorized representative of) the entrepreneur. This is not required if the entrepreneur has offered to collect the product. The consumer is deemed to have met the return period if he returns the product before the withdrawal period expires.
 3. The consumer shall return the product with all supplied accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
 4. The risk and burden of proof for correct and timely exercise of the right of withdrawal lie with the consumer.
 5. The consumer bears the direct costs of returning the product. If the entrepreneur has not indicated that the consumer must bear these costs, or indicates that he will bear them himself, the consumer does not bear the return costs.
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6. If the consumer withdraws after expressly requesting the performance of the service or delivery of gas, water, or electricity not made ready for sale in a limited volume or quantity during the withdrawal period, the consumer owes the entrepreneur an amount proportional to the part of the obligation performed at the time of withdrawal, compared to full performance.
 7. The consumer does not bear costs for the performance of services or delivery of water, gas, electricity, or district heating if:
 - a. the entrepreneur did not provide the legally required information about the right of withdrawal, reimbursement of costs upon withdrawal, or the model withdrawal form; or
 - b. the consumer did not expressly request the commencement of service or delivery during the withdrawal period.
 8. The consumer does not bear costs for full or partial delivery of digital content not on a tangible medium if:
 - a. he did not expressly consent to the commencement of performance before the end of the withdrawal period;
 - b. he did not acknowledge losing his right of withdrawal by granting consent; or
 - c. the entrepreneur failed to confirm this statement of the consumer.
 9. When the consumer exercises his right of withdrawal, all additional agreements are automatically dissolved.
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Article 9 – Obligations of the Entrepreneur in Case of Withdrawal

1. If the entrepreneur allows notification of withdrawal electronically, he shall immediately send a confirmation of receipt upon receipt of this notification.
 2. The entrepreneur shall reimburse all payments by the consumer, including any delivery costs charged for the returned product, without delay but within 14 days from the day the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product, he may wait to refund until he has received the product or the consumer proves that he has returned it, whichever occurs first.
 3. The entrepreneur shall use the same payment method used by the consumer unless the consumer agrees to another method. The reimbursement is free of charge to the consumer.
 4. If the consumer chose a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.
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Article 10 – Exclusion of the Right of Withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if clearly stated in the offer or in time before concluding the agreement:

1. Products or services whose price is subject to fluctuations on the financial market beyond the entrepreneur's control and which may occur during the withdrawal period.
2. Contracts concluded during a public auction. A public auction is a method of sale where products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to accept the products, digital content, and/or services.
3. Service contracts, after full performance of the service, but only if:
 - a. performance began with the consumer's express prior consent; and
 - b. the consumer declared losing his right of withdrawal once the entrepreneur has fully performed the contract.
4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and passenger transport agreements.
5. Service agreements for the provision of accommodation, if a specific date or period is specified in the contract, except for residential purposes, goods transport, car rental services, and catering.
6. Contracts related to leisure activities if a specific date or period is specified.
7. Products manufactured according to consumer specifications, which are not prefabricated and are produced based on individual consumer choice, or clearly intended for a specific person.
8. Products that spoil quickly or have a limited shelf life.
9. Sealed products that cannot be returned for health protection or hygiene reasons and whose seal has been broken after delivery.
10. Products that are irreversibly mixed with other products after delivery by their nature.
11. Alcoholic beverages with an agreed price at the time of the contract, delivery only possible after 30 days, whose actual value depends on market fluctuations beyond the entrepreneur's control.
12. Sealed audio, video recordings, and computer software whose seal has been broken after delivery.
13. Newspapers, magazines, or periodicals, except for subscriptions.
14. Delivery of digital content not on a tangible medium, but only if:
 - a. performance began with the consumer's express prior consent; and
 - b. the consumer declared losing his right of withdrawal by doing so.

Article 11 – Price

1. During the validity period stated in the offer, the prices of offered products and/or services shall not be increased, except for price changes due to VAT rate changes.

2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are linked to financial market fluctuations beyond the entrepreneur's control at variable prices. This shall be indicated in the offer, including that any listed prices are reference prices.
 3. Price increases within 3 months after concluding the contract are only allowed if resulting from legal provisions.
 4. Price increases from 3 months after concluding the contract are only allowed if agreed by the entrepreneur and:
 - a. result from legal provisions; or
 - b. the consumer has the right to terminate the agreement as of the day the price increase takes effect.
 5. Prices mentioned in the offer include VAT.
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Article 12 – Performance of the Agreement and Additional Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications in the offer, the reasonable requirements of reliability and/or usability, and existing legal provisions and/or government regulations at the date of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
 2. Any additional warranty provided by the entrepreneur, supplier, manufacturer, or importer does not limit the statutory rights and claims of the consumer under the agreement if the entrepreneur fails in performance.
 3. Additional warranty means any commitment by the entrepreneur, supplier, importer, or manufacturer granting the consumer rights or claims beyond the legal obligations in case of non-performance.
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Article 13 – Delivery and Execution

1. The entrepreneur shall exercise the greatest possible care in receiving and executing orders for products and assessing requests for services.
 2. The place of delivery is the address provided by the consumer.
 3. Subject to Article 4, the entrepreneur shall execute accepted orders promptly but at the latest within 30 days, unless another delivery period is agreed. If delivery is delayed or partially fulfilled, the consumer shall be informed within 30 days. The consumer may dissolve the agreement without cost and claim damages.
 4. After dissolution, the entrepreneur shall refund the amount paid immediately.
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5. The risk of damage and/or loss of products rests with the entrepreneur until delivery to the consumer or a designated representative, unless explicitly agreed otherwise.
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Article 14 – Duration Transactions: Duration, Termination, and Renewal

Termination:

1. The consumer may terminate a contract of indefinite duration for the regular delivery of products (including electricity) or services at any time, observing agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate a fixed-term contract for regular delivery of products (including electricity) or services at the end of the fixed term, observing agreed termination rules and a notice period of no more than one month.
3. The consumer may:
 - a. terminate at any time, not limited to a specific moment or period;
 - b. terminate in the same manner as the contract was concluded;
 - c. terminate with the same notice period as the entrepreneur stipulated for himself.

Renewal:

4. A fixed-term contract for regular delivery of products (including electricity) or services may not be tacitly renewed for a fixed term.
5. Exception: subscriptions for daily, news, or weekly papers and magazines may be tacitly renewed for up to three months, provided the consumer may terminate before the end of the extension with a notice period of no more than one month.
6. Fixed-term contracts may only be tacitly extended for indefinite duration if the consumer may terminate at any time with a notice period of no more than one month. For subscriptions delivered less than once per month, the notice period is at most three months.
7. Trial or introductory subscriptions are not tacitly continued and automatically end after the trial period.

Duration:

8. If a contract lasts more than one year, the consumer may terminate it after one year at any time with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the agreed duration ends.

Article 15 – Payment

1. Unless otherwise specified in the agreement or supplementary conditions, amounts owed by the consumer must be paid within 14 days after the start of the withdrawal period, or if no withdrawal period exists, within 14 days after concluding the agreement. For a service agreement, this period starts on the day the consumer receives confirmation of the agreement.
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2. In the sale of products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance. If advance payment is agreed, the consumer may not assert any rights regarding the execution of the order or service until the agreed advance payment has been made.
 3. The consumer must immediately inform the entrepreneur of any inaccuracies in the provided or listed payment details.
 4. If the consumer fails to meet his payment obligations on time, he is, after being notified by the entrepreneur of late payment and granted a 14-day period, from the day after receipt of the reminder, obliged to pay statutory interest on the outstanding amount if payment is not made within the 14-day period, and the entrepreneur may charge extrajudicial collection costs. These costs are: a maximum of 15% on outstanding amounts up to €2,500; 10% on the next €2,500; and 5% on the next €5,000, with a minimum of €40. The entrepreneur may deviate in favor of the consumer.
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Article 16 – Complaints Procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles complaints according to this procedure.
 2. Complaints about the performance of the agreement must be submitted in full and clearly described within a reasonable time after the consumer detects the defects.
 3. Complaints submitted to the entrepreneur shall be answered within 14 days from receipt. If the complaint requires longer processing, the entrepreneur shall respond within 14 days with an acknowledgment and an indication of when a full reply will be provided.
 4. Complaints about a product, service, or the entrepreneur's service can also be submitted via a complaints form on the consumer page of Thuiswinkel.org (www.thuiswinkel.org)
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Article 17 – Disputes

1. Dutch law exclusively applies to agreements between the entrepreneur and the consumer to which these terms and conditions apply.
 2. Disputes between the consumer and entrepreneur about agreements regarding products or services delivered by the entrepreneur may, subject to the following, be submitted to the Thuiswinkel Disputes Committee, Postbus 90600, 2509 LP The Hague (www.sgc.nl)
 3. A dispute will only be handled if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.
 4. If the complaint does not lead to a solution, the dispute must be submitted in writing or another form determined by the Committee within 12 months of the date the consumer filed the complaint.
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5. If the consumer wishes to submit a dispute to the Committee, the entrepreneur is bound to this choice. Preferably, the consumer first informs the entrepreneur.
 6. If the entrepreneur wishes to submit a dispute to the Committee, the consumer must declare in writing within five weeks whether he also wishes the dispute to be handled by the Committee or by the competent court. If the entrepreneur does not receive the consumer's choice within five weeks, he is entitled to submit the dispute to the competent court.
 7. The Committee issues decisions according to its rules (www.degeschillencommissie.nl). Decisions are binding advice.
 8. The Committee will not handle a dispute or will suspend proceedings if the entrepreneur has been granted a moratorium, has gone bankrupt, or has ceased business operations before the dispute was heard and a final decision made.
 9. If, besides the Thuiswinkel Disputes Committee, another recognized disputes committee is competent, the Thuiswinkel Committee has preference for disputes concerning distance sales or service methods; for all other disputes, the other committee is competent.
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Article 18 – Industry Guarantee

1. Thuiswinkel.org guarantees the enforcement of binding advice of the Committee by its members unless the member submits the binding advice to a court within two months. This guarantee revives if the advice is upheld by the court and the judgment becomes final. Up to €10,000 per binding advice is paid to the consumer. If the amount exceeds €10,000, €10,000 is paid; the remainder is subject to Thuiswinkel.org's efforts to ensure compliance.
 2. To invoke this guarantee, the consumer must submit a written request to Thuiswinkel.org and assign his claim against the entrepreneur to Thuiswinkel.org. If the claim exceeds €10,000, the consumer is offered to transfer the excess amount, after which Thuiswinkel.org will pursue payment in its own name and at its own expense.
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Article 19 – Additional or Deviating Provisions

Additional or deviating provisions may not be to the detriment of the consumer and must be recorded in writing or in a way that the consumer can store on a durable medium.

Article 20 – Amendment of Thuiswinkel.org Terms and Conditions

1. Amendments are only effective after proper publication. For amendments during the validity of an offer, the most favorable provision for the consumer prevails.
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Annex I: Model Withdrawal Form

Model Withdrawal Form

(This form is only to be filled out and sent back if you wish to withdraw from the agreement)

- a. To: [name entrepreneur]
[geographical address entrepreneur]
[fax number, if available]
[e-mail or electronic address of entrepreneur]
- b. I/We* hereby inform you that I/we* withdraw from our agreement regarding:
- the sale of the following products: [designation product]*
 - the delivery of the following digital content: [designation digital content]*
 - the provision of the following service: [designation service]*
- c. Ordered on*/received on* [date of order for services or receipt for products]
- d. [Name consumer(s)]
- e. [Address consumer(s)]
- f. [Signature consumer(s)] (only if this form is submitted on paper)
- g. [Date]

* Delete or fill in as applicable.