



**Algemene Voorwaarden Stichting Webshop
Keurmerk**



These General Terms and Conditions of Stichting Webshop Keurmerk have been drawn up in consultation with the Consumers' Association within the framework of the Coordination Group Self-Regulation Consultation (CZ) of the Social and Economic Council and will enter into force on June 1, 2014.

These General Terms and Conditions shall be used by all members of Stichting Webshop Keurmerk with the exception of financial services as referred to in the Financial Supervision Act and insofar as these services are supervised by the Netherlands Authority for the Financial Markets.

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Here's the translated text, maintaining the HTML formatting, bold text, and list items as per your request:

Article 1 - Definitions

The following definitions apply in these terms:

1. **Additional Agreement:** an agreement in which the consumer acquires products, digital content, and/or services in connection with a distance contract, and these goods, digital content, and/or services are provided by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. **Reflection Period:** the period within which the consumer can exercise their right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to their trade, business, craft, or professional activity;
4. **Day:** calendar day;
5. **Digital Content:** data produced and delivered in digital form;
6. **Duration Contract:** an agreement aimed at the regular delivery of goods, services, and/or digital content over a certain period;
7. **Durable Data Carrier:** any tool – including email – that enables the consumer or entrepreneur to store information addressed to them personally, in a way that allows future consultation or use for a period adapted to the purpose for which the information is intended, and that allows unchanged reproduction of the stored information;
8. **Right of Withdrawal:** the possibility for the consumer to withdraw from the distance contract within the reflection period;
9. **Entrepreneur:** the natural or legal person who is a member of the Stichting Webshop Keurmerk 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 within the framework of an organized system for distance selling of products, digital content, and/or services, where up to and including the conclusion of the contract, exclusive or joint use is made of one or more techniques for remote communication;
11. **Model Withdrawal Form:** the European model withdrawal form included in Annex I of these terms;
12. **Remote Communication Technology:** means that can be used for concluding a contract, without the consumer and entrepreneur needing to be together in the same space;

Article 2 – Identity of the Entrepreneur

Trade Name; Pangel B.V.

Address; Anton Mollemanhof 23, 7136MR Zieuwent

Telephone Number; +31613868035 (weekdays 09:00-16:00)

Email; info@pangl.shop

Chamber of Commerce Number; 91817889

VAT Identification Number; NL865781242B01

Here's the translated text with HTML formatting, bold text, and list items as per your request:

Article 3 - Applicability

1. These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the distance contract is concluded, indicate how the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, it shall be indicated before the distance contract is concluded where the general terms and conditions can be viewed electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs shall apply correspondingly, and in case of conflicting conditions, the consumer can always rely on the applicable provision that is most favorable to them.

Article 4 - The Offer

1. If an offer has a limited duration or is subject to conditions, this shall be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the offered products, digital content, and/or services. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear for the consumer what the rights and obligations are, which are attached to the acceptance of the offer.

Article 5 – The Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and the fulfillment of the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can – within legal frameworks – inform themselves whether the consumer can meet their payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good grounds for not entering into the agreement, they are entitled to refuse an order or request motivated or to attach special conditions to the execution.
5. The entrepreneur will send the following information, in writing or in such a way that it can be stored in an accessible manner by the consumer on a durable data carrier, at the latest upon delivery of the product, the service or digital content:
 1. the visiting address of the entrepreneur's establishment where the consumer can lodge complaints;
 2. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 3. the information about guarantees and existing after-sales service;
 4. the price including all taxes of the product, service, or digital content; if applicable, the costs of delivery; and the method of payment, delivery, or execution of the distance contract;
 5. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 6. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 – Right of Withdrawal

For products:

1. The consumer can dissolve a contract regarding the purchase of a product during a reflection period of at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot oblige them to state their reason(s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer who is not the carrier, has received the product, or:

1. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by them, receives the last product. The entrepreneur may, provided he has informed the consumer clearly about this prior to the ordering process, refuse an order of multiple products with different delivery times.
2. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by them, receives the last shipment or the last part;
3. for agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by them, receives the first product.

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

1. The consumer can dissolve a service contract and an agreement for the delivery of digital content that is not delivered on a tangible medium during a reflection period of at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for withdrawal, but cannot oblige them to state their reason(s).
2. The reflection period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended reflection period for products, services, and digital content that is not delivered on a tangible medium if not informed about the right of withdrawal:

1. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period ends twelve months after the end of the original, according to the previous paragraphs of this article, determined reflection period.
2. If the entrepreneur has provided the information referred to in the preceding paragraph to the consumer within twelve months from the starting date of the original reflection period, the reflection period expires 14 days after the day on which the consumer received that information.

Article 7 – Obligations of the Consumer during the Reflection Period

1. The consumer is only liable for depreciation of the product that is a result of handling the product beyond what is allowed in paragraph 1.
2. The consumer is not liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal before or at the conclusion of the contract.

Article 8 – Exercise of the Right of Withdrawal by the Consumer and Costs thereof

1. If the consumer exercises their right of withdrawal, they must inform the entrepreneur within the reflection period by means of the model withdrawal form or in another unequivocal way.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and according to the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer has to bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to pay the costs of return.
6. If the consumer withdraws after having expressly requested that the performance of the service or the supply of gas, water, or electricity not made ready for sale in a limited volume or quantity starts during the reflection period, the consumer owes the entrepreneur an amount that is proportional to that part of the commitment fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the commitment.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas, or electricity not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 1. the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the cost compensation in case of withdrawal, or the model withdrawal form; or
 2. the consumer has not expressly requested the start of the performance of the service or the supply of gas, water, electricity, or district heating during the reflection period.
8. The consumer does not bear any costs for the complete or partial delivery of digital content not supplied on a tangible medium, if:
 1. he has not expressly agreed to begin the performance of the contract before the end of the reflection period;
 2. he has not acknowledged losing his right of withdrawal upon granting his consent; or
 3. the entrepreneur has failed to confirm this consumer statement.
9. If the consumer exercises his right of withdrawal, all supplementary agreements are dissolved by law.

Article 9 – Obligations of the Entrepreneur in Case of Withdrawal

1. If the entrepreneur makes the electronic notification of withdrawal possible, he shall send an acknowledgment of receipt immediately after receiving this notification.
2. The entrepreneur shall refund all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the

withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.

3. The entrepreneur uses the same means of payment for the refund that the consumer used, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

Article 10 – Exclusion of the Right of Withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly stated this at the offer, or at least in time before the conclusion of the contract:

1. Products or services whose price is tied to fluctuations in the financial market over which the entrepreneur has no influence and which can occur within the withdrawal period
2. Contracts concluded during a public auction. A public auction means a sales method where products, digital content, and/or services are offered by the entrepreneur to the consumer who is present or gets the chance to be present at the auction, under the guidance of an auctioneer, and where the successful bidder is obliged to take the products, digital content, and/or services;
3. Service contracts, after full performance of the service, but only if:
 1. the performance has begun with the consumer's express prior consent; and
 2. the consumer has stated that he loses his right of withdrawal once the entrepreneur has fully performed the contract;
4. Service contracts for the provision of accommodation, if a specific date or period of performance is provided in the contract and other than for residential purposes, goods transport, car rental services, and catering;
5. Contracts for leisure activities, if a specific date or period of performance is provided in the contract;
6. Products made to the consumer's specifications, which are not prefabricated and are made based on an individual choice or decision of the consumer, or which are clearly intended for a specific person;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
9. Products that are irrevocably mixed with other items after delivery;
10. Alcoholic beverages whose price was agreed upon at the time of the contract conclusion, but whose delivery can only take place after 30 days, and whose actual value depends on market fluctuations over which the entrepreneur has no influence;
11. Sealed audio, video recordings, and computer software, whose seal was broken after delivery;
12. Newspapers, periodicals, or magazines, with the exception of subscriptions to them;
13. The delivery of digital content other than on a tangible medium, but only if:
 1. the execution has begun with the consumer's express prior consent; and
 2. the consumer has stated that he thereby loses his right of withdrawal.

Article 11 – The Price

1. During the validity period mentioned in the offer, the prices of the offered products and/or services shall not be increased, except for price changes resulting from changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This bond to fluctuations and the fact that any quoted prices are subject to change shall be stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated this and:
 1. they are the result of statutory regulations or provisions; or
 2. the consumer has the right to terminate the contract with effect from the day on which the price increase starts.
5. The prices included in the offer of products or services include VAT.

Article 12 – Performance of the Agreement and Extra Guarantee

1. The entrepreneur ensures that the products and/or services comply with the contract, the specifications mentioned in the offer, reasonable requirements of reliability and/or usability, and the existing legal provisions and/or government regulations on the date of the conclusion of the contract. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the contract if the entrepreneur has failed to fulfill his part of the contract.
3. An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer, or producer in which he grants the consumer certain rights or claims that go beyond what he is legally required to do in case he has failed to fulfill his part of the contract.

Article 13 – Delivery and Execution

1. The entrepreneur shall take the greatest possible care when receiving and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders expeditiously but not later than 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or can only be executed partially, the consumer will be notified of this no later than 30 days after placing the order. In such cases, the consumer has the right to terminate the contract without costs and is entitled to any compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative to the entrepreneur, unless expressly agreed otherwise.

Article 14 – Duration Transactions: Duration, Cancellation, and Extension

Cancellation:

1. The consumer can cancel a contract that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time subject to the agreed cancellation rules and a notice period of at most one month.
2. The consumer can cancel a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the definite period subject to the agreed cancellation rules and a notice period of at most one month.
3. The consumer can:
 - cancel at any time and not be limited to cancellation at a specific time or in a specific period;
 - at least cancel in the same way as they entered into the contract;
 - always cancel with the same notice period as the entrepreneur has stipulated for themselves.

Extension:

1. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed duration.
2. Notwithstanding the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily newspapers, news and weekly magazines, and magazines may be automatically extended for a fixed term of a maximum of three months, if the consumer can cancel this extended contract at the end of the extension with a notice period of at most one month.
3. A contract that has been entered into for a definite period and that extends to the regular delivery of products or services may only be automatically extended for an indefinite period if the consumer can cancel at any time with a notice period of at most one month. The notice period is at most three months if the contract extends to the regular, but less than monthly, delivery of daily newspapers, news and weekly magazines, and magazines.
4. A limited-duration contract for the regular introductory delivery of daily newspapers, news and weekly magazines, and magazines (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration:

1. If a contract has a duration of more than one year, the consumer may cancel the contract at any time with a notice period of at most one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration.

Article 15 – Payment

1. Unless otherwise stipulated in the contract or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after concluding the contract. In case of a contract to provide a service, this term starts on the day after the consumer receives the confirmation of the contract.
2. In the sale of products to consumers, in general terms and conditions, the consumer can never be required to pay more than 50% in advance. If advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the respective order or service(s) before the stipulated advance payment has been made.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. If the consumer does not meet his payment obligation(s) in time, after being informed by the entrepreneur of the late payment and after the entrepreneur has given the consumer a 14-day period to meet his payment obligations, after the failure to pay within this 14-day period, the legal interest is due on the amount due, and the entrepreneur is entitled to charge the extrajudicial collection costs incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% on the subsequent €2,500 and 5% on the next €5,000, with a minimum of €40. The entrepreneur may deviate from the stated amounts and percentages in favor of the consumer.

Article 16 – Complaints Procedure

1. A complaint about a product, service, or the service of the entrepreneur can also be submitted via a complaint form on the consumer page of the website of Stichting Webshop Keurmerk (<https://www.keurmerk.info/nl/consumenten/melden/>). The complaint is then sent both to the concerned entrepreneur and to Stichting Webshop Keurmerk.
2. If the complaint cannot be resolved in mutual consultation within a reasonable term or within 3 months after submitting the complaint, a dispute arises that is subject to the dispute resolution rules.

Article 17 – Disputes

1. On agreements between the entrepreneur and the consumer to which these general terms and conditions apply, only Dutch law applies.
2. Disputes between the consumer and the entrepreneur about the formation or execution of agreements related to products and services to be delivered or delivered by this entrepreneur, can be submitted to the Disputes Committee Webshop, Postbus 90600, 2509 LP The Hague (www.sgc.nl).
3. A dispute is only dealt with by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable period.

4. The dispute must be written to the Disputes Committee within twelve months after the dispute arises.
5. When the consumer wants to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to do so, the consumer must express within five weeks after a written request made by the entrepreneur whether he also wishes to do so or wants the dispute to be handled by the competent court. If the entrepreneur does not hear the consumer's choice within the period of five weeks, then the entrepreneur is entitled to submit the dispute to the competent court.
6. The Disputes Committee makes a decision under the conditions as set out in the regulations of the Disputes Committee (<http://www.degeschillencommissie.nl/over-ons/de-commissies/2701/webshop>). The decisions of the Disputes Committee are made by way of binding advice.
7. The Disputes Committee will not deal with a dispute or will cease dealing with it if the entrepreneur has been granted a suspension of payments, has become bankrupt, or has actually terminated his business activities before a dispute at the committee has been dealt with and a final decision has been made.
8. If, in addition to the Disputes Committee Webshop, another recognized or affiliated disputes committee with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Disputes Committee Stichting Webshop Keurmerk is preferably competent for disputes concerning mainly the method of sales or service provision at a distance. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid is competent.

Article 18 – Industry Guarantee

1. Stichting Webshop Keurmerk guarantees the fulfillment of the binding advice of the Disputes Committee Stichting Webshop Keurmerk by its members, unless the member decides to submit the binding advice to the court for review within two months of its sending. This guarantee revives if the binding advice has remained in place after review by the court and the judgment to this effect has become final. Up to an amount of €10,000 per binding advice, this amount will be paid out to the consumer by Stichting Webshop Keurmerk. For amounts greater than €10,000 per binding advice, €10,000 will be paid out. For the excess, Stichting Webshop Keurmerk has an obligation to ensure that the member complies with the binding advice.
2. To apply this guarantee, it is required that the consumer makes a written appeal to Stichting Webshop Keurmerk and that he transfers his claim on the entrepreneur to Stichting Webshop Keurmerk. If the claim on the entrepreneur exceeds €10,000, the consumer is offered to transfer his claim for the excess amount above €10,000 to Stichting Webshop Keurmerk, which will then legally request the payment of this on its own name and cost to satisfy the consumer.

Article 19 – Additional or Different Provisions

Additional or different provisions from these general 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 in an accessible manner on a durable data carrier.

Article 20 – Amendment of the General Terms and Conditions of Stichting Webshop Keurmerk

1. Stichting Webshop Keurmerk will not change these general terms and conditions other than in consultation with the Consumer's Association.
2. Changes to these conditions are only effective after they have been published in an appropriate manner, with the understanding that when applicable changes during the duration of an offer, the provision that is most favorable to the consumer will prevail.

Address Stichting Webshop Keurmerk: Weteringschans 108 1017 XS Amsterdam

Annex I: Model Withdrawal Form

Model Withdrawal Form

[only complete and return this form if you wish to withdraw from the contract]

- To: [name of entrepreneur]

[geographical address of entrepreneur]

[fax number of entrepreneur, if available]

[email address or electronic address of entrepreneur]

- I/We* hereby inform you that I/We* withdraw from my/our* contract for the sale of the following products: [description of product]*

the delivery of the following digital content: [description of digital content]* the performance of the following service: [description of service], revoke/revokes

- Ordered on*/received on* [date of order with services or receipt with products]

- [Name of consumer(s)]

- [Address of consumer(s)]

- [Signature of consumer(s)] (only if this form is submitted on paper)

* Delete as appropriate or fill in as applicable.

[Download these general terms and conditions as a pdf file here.](#)