

General Terms and Conditions War Museum Overloon

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Article 1 – Definitions

In these conditions the following terms have the following meanings:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
5. *Durable medium: any means that enables the consumer or entrepreneur to use to store information that is addressed to him personally in a way that is future consultation and unaltered reproduction of the stored information.*
6. Right of withdrawal: the option for the consumer to cancel within the cooling-off period of the distance contract;
7. Model form: the model withdrawal form that the entrepreneur makes available and that a consumer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural or legal person who supplies products and / or services to consumers;
9. *Distance contract: an agreement whereby in the context of a by the entrepreneur-organized system for distance selling of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for remote communication;*
10. Remote communication technique: means that can be used for closing of an agreement, without the consumer and entrepreneur simultaneously in the same space.
11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Netherlands National War and Resistance Museum Foundation

Museum Park 1

5825 AM Overloon

Telephone number: 0031478-641250,

Monday to Friday 9.30am - 5pm, Saturday and Sunday 10.30am - 5:00 pm
E-mail address: shop@ Oorlogsmuseum.nl
Chamber of Commerce (KvK) number: 41080848
VAT identification number: NL0029.11.310.B01

Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and orders concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general conditions is made available to the consumer. If this is not reasonably possible before the distance contract is concluded, indicate that the general conditions at the entrepreneur can be viewed and, at the request of the consumer, they can be sent as soon as possible free of charge.
3. *If the distance contract is concluded electronically, this is possibly in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored in a sustainable manner by the consumer data carrier. If this is not reasonably possible, the distance contract will be preceded, and indicated where the general terms and conditions can be viewed, and they will be sent, at the request of the consumer, electronically free of charge in any other way.*
4. *In the event that in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs of the corresponding apply and the consumer can always in the event of conflicting general terms and conditions invoke the applicable provision that is most favourable to him.*
5. *If one or more provisions in these general terms and conditions at any time are in whole or partially null and void or destroyed, then the agreement and these terms and conditions remain, and will replace the relevant provision without delay in mutual consultation and are approached as closely as possible by a provision that approximates the purport of the original.*
6. Situations that are not regulated in these general terms and conditions must be assessed "according to the spirit "of these terms and conditions.
7. Uncertainties about the explanation or content of one or more provisions of our conditions, should be interpreted "in the spirit" of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products offered and / or services. The description is detailed enough to allow a proper assessment of it by the consumer. If the entrepreneur uses images, they are a true representation of the products and / or services. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
4. All images, specifications and information in the offer are indicative and cannot be used as a reason for compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns especially:
 - the price including taxes;
 - any shipping costs;

- the way in which the agreement will be concluded and which actions are necessary for this; Whether or not the right of withdrawal applies;
 - the method of payment, delivery and implementation of the agreement;
 - the term for accepting the offer, or the term within which the entrepreneur guarantees the price;
 - the level of the tariff for distance communication if the costs of the use of the technique for distance communication are calculated on another basis than the regular basic rate for the used means of communication;
 - whether the agreement will be archived after it has been concluded, and if so, in which way it can be consulted by the consumer;
 - the way in which the consumer, before concluding the contract can check information provided under the agreement and restore them, if desired;
 - any other languages, in addition to Dutch, in which the agreement is possibly closed;
 - the codes of conduct to which the entrepreneur is subject and the manner in which the consumer can consult these codes of conduct electronically;
- and
- the minimum duration of the distance contract in the event of a lengthy transaction.
 - Available sizes, colors, type of materials.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the stipulated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur immediately electronically receives the acceptance of the offer. 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 will find appropriate technical and organizational measures to protect the electronic transmission of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate safety measures for this purpose.
4. The entrepreneur can - within legal framework - inform himself if the consumer is able to meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur after investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to implement special conditions to connect.
5. The entrepreneur will provide the consumer with the following information in writing, with the product or service or in such a way that it can be accessed by the consumer in an accessible manner stored on a durable data carrier:
 - a. the visiting address of the business location of the entrepreneur where the consumer can lodge complaints;
 - b. the conditions under which and the manner in which the consumer can use the right of withdrawal or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information about guarantees and service after purchase;
 - d. the information included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur's information has already been provided to the consumer before the execution of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is entered into under the suspending conditions of sufficient availability of the involved products.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to cancel the contract without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a pre-designated period by the consumer or representative and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to be able to assess whether he wishes to keep the product. If he uses his right of withdrawal, he will return the product with all accessories and - if reasonably possible – return it in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions, provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to do so within 14 days after receipt of the product, and to make it known to the entrepreneur. The consumer must make this known by means of the model form. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered items have been returned on time, for example by means of proof of dispatch.
4. If the customer has not made known, after expiry of the periods referred to in paragraphs 2 and 3, wanting to make use of his right of withdrawal resp. the product has not returned to the entrepreneur, the purchase is a fact.

When providing services:

5. When providing services, the consumer has the option of ending the agreement without giving any indication of reasons for at least 14 days, starting on the day of entering into the agreement.
6. In order to exercise his right of withdrawal, the consumer will conform to the instructions the entrepreneur has supplied with the offer and / or at the latest on delivery. These instructions must be reasonable and clear.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will be the only costs he will have to pay.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the consumer unless the consumer explicitly gives permission for a different payment method.
3. In case of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for a decrease in value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the purchase agreement is concluded.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with the specifications of the consumer;
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which is dependent on fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for individual newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal.
 - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. regarding accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
 - b. the delivery of which commenced with the express consent of the consumer before the reflection period has expired;
 - c. concerning betting and lotteries.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and / or services being offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are linked to fluctuations in the financial market and over which the entrepreneur has no influence, at variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the agreement on the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement. and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months after delivery. Return of the products must be in the original packaging and in new condition.

4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The warranty does not apply if:

- The consumer has repaired and / or processed the delivered products himself or has had it repaired and / or processed by third parties;
- The delivered products have been exposed to abnormal conditions or are otherwise handled carelessly or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;
- The inadequacy is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

Article 11 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer makes known to the company.

3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but no later than 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.

4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.

5. In the event of termination in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after termination.

6. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to provide a replacement article. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are for the account of the entrepreneur.

7. 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 representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and extension

Termination

1. The consumer can terminate an agreement 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 with due observance of the agreed cancellation rules and a notice period of no more than one month. .

2. The consumer can terminate an agreement 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 before the end of the fixed term, with due observance of the agreed cancellation rules and a notice period of no more than one month.

3. The consumer can cancel the agreements mentioned in the previous paragraphs:

- at any time and not be limited to cancellation at a specific time or in a specific period;
- at least in the same way as they are entered into by him;

- always with the same notice period as the entrepreneur has stipulated for himself.

Renewal

4. An agreement 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 tacitly renewed or renewed for a specified period.

4. Contrary to the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of a maximum of three months, if the consumer has extended this. can cancel the agreement towards the end of the extension with a notice period of no more than one month.

5. 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 tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of a maximum of three months in the event that the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

6. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly continued and will end automatically after the trial or introductory period.

Duration

7. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In the event of an agreement to grant a service, this period starts after the consumer has received confirmation of the agreement.

2. The consumer has the duty to report details regarding inaccuracies in provided or stated payment to the entrepreneur without delay.

3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles complaints in accordance with this complaints procedure.

2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within 2 months, after the consumer has established the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.

5. In case of complaints, a consumer must first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the products delivered free of charge at his choice.

Article 15 – Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad.

2. The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating provisions

Additional provisions or provisions deviating 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.

Model form for withdrawal

(only fill in and send this form when making use of withdrawal)

— To:
Stichting Nederlands Nationaal Oorlogs- en Verzetsmuseum
Museumpark 1
5825 AM Overloon
shop@oorlogsmuseum.nl
0478-641250

— I/ We (*)inform you that we hereby withdraw our agreement concerning sale of the following goods / delivery of services (*):

— Ordered (DD-MM-YYYY) :

— Order number :

— received (DD-MM-YYYY):

— Name(s) of consumer:

— Address consumer(s) :

— IBAN Bank account number:

— Signature of consumer(s) (only when this form is sent in on paper)

— Date(DD-MM-YYYY):

()strike out what does not apply*