General Terms and Conditions – Stichting Webshop Keurmerk / Trustmark



These General Terms and Conditions are used by all members of Stichting Webshop Trustmark, with the exception of financial services as referred to in the Financial Supervision Act and insofar as these services fall under the supervision of the Dutch Authority for the Financial Markets (AFM).

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Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below:

1. **Additional Agreement:** An agreement under 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 supplied by the entrepreneur or by a third party based on an arrangement between that third party and the entrepreneur.
2. **Cooling-off Period:** The period within which the consumer may exercise the right of withdrawal.
3. **Consumer:** The natural person who is not acting 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. **Continuing Contract:** A contract that provides for the regular supply of goods, services and/or digital content over a certain period.
7. **Durable Data Carrier:** Any device – including e-mail – that enables the consumer or the entrepreneur to store information personally addressed to him in a manner that allows future consultation or use for a period adequate to the purpose of the information, and that allows the unaltered reproduction of the stored information.
8. **Right of Withdrawal:** The option of the consumer to withdraw from the distance contract within the cooling-off period.
9. **Entrepreneur:** The natural or legal person who is a member of Stichting Webshop Trustmark and offers products, (access to) digital content and/or services to consumers at a distance.
10. **Distance Contract:** A contract concluded between the entrepreneur and the consumer within the framework of an organised system for the distance sale of products, digital content and/or services, whereby one or more means of distance communication are used up to and including the conclusion of the contract.
11. **Model Withdrawal Form:** The European model withdrawal form included in Annex I to these Terms and Conditions.
12. **Means of Distance Communication:** Any means that can be used for concluding a contract without the consumer and the entrepreneur being simultaneously present in the same place.

Article 2 – Identity of the Entrepreneur

Name of entrepreneur (registered name, possibly supplemented by trade name);
Registered address;
Visiting address, if different from the registered address;
Telephone number and the times during which the entrepreneur can be reached by phone;
E-mail address or another electronic means of communication offered to the consumer with the same functionality as e-mail;
Chamber of Commerce (KvK) registration number;
VAT identification number.

If the activity of the entrepreneur is subject to a relevant licensing system: details of the supervisory authority.

If the entrepreneur pursues a regulated profession:

- the professional association or organisation of which he is a member;
- the professional title, the place in the EU or European Economic Area where it was granted;
- a reference to the professional rules applicable in the Netherlands and information on where and how these professional rules can be accessed.

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer made by 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 inspected at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible upon request.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions may, in deviation from the previous paragraph and before the distance

contract is concluded, be supplied to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, the entrepreneur shall, before the contract is concluded, indicate where the General Terms and Conditions can be consulted electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.

4. Where, in addition to these General Terms and Conditions, specific product or service conditions also apply, paragraphs 2 and 3 shall apply mutatis mutandis, and in the event of conflicting provisions the consumer may always rely on the clause that is most favourable to him.

Article 4 – The Offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer shall contain a complete and accurate description of the products, digital content and/or services offered. The description shall be sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these shall be a truthful representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer shall not bind the entrepreneur.
3. Each offer shall contain information making it clear to the consumer what rights and obligations are attached to acceptance of the offer.

Article 5 – The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment when the consumer accepts the offer and fulfils the conditions thereby stipulated.
2. If the consumer has accepted the offer electronically, the entrepreneur shall promptly confirm receipt of that acceptance by electronic means. Until receipt of this acceptance has been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the contract is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and shall ensure a safe web environment. If the consumer can pay electronically, the entrepreneur shall take appropriate security measures for that purpose.
4. Within the limits of the law, the entrepreneur may obtain information as to whether the consumer can meet his payment obligations and about all those facts and factors relevant to a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the contract, he shall be entitled, giving reasons, to refuse an order or request or to attach special conditions to its performance.
5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur shall provide the following information in writing or in such a way that it can be stored by the consumer on a durable data carrier in an accessible form:
   a. the visiting address of the business premises of the entrepreneur where the consumer may submit complaints;
   b. the conditions under which and the manner in which the consumer may exercise the right of withdrawal, or a clear statement that the right of withdrawal does not apply;
   c. information on guarantees and existing after-sales service;
   d. the price including all taxes of the product, service or digital content, where applicable the costs of delivery, and the method of payment, delivery or performance of the distance contract;
   e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration; and
   f. where the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a continuing performance contract, the provision in the previous paragraph shall apply only to the first delivery.

Article 6 – Right of Withdrawal

The cooling-off period is 14 days, unless a longer period is prescribed by law.

For products:

1. The consumer may dissolve an agreement relating to the purchase of a product during a cooling-off period of at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for withdrawal, but may not oblige him to state it.
2. The cooling-off period referred to in paragraph 1 shall begin on the day after the consumer, or a third party designated by the consumer who is not the carrier, has received the product, or:
   a. if the consumer has ordered multiple products in a single order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided that he has clearly informed the consumer of this prior to the ordering process, refuse an order of multiple products with different delivery times;
   b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the final shipment or the last part;
   c. in the case of contracts for the regular delivery of products over a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content not supplied on a tangible medium:
3. The consumer may dissolve a service contract and a contract for the supply of digital content not supplied on a tangible medium for a period of at least 14 days without giving any reason. The entrepreneur may ask for the reason for withdrawal, but may not require it.
4. The cooling-off period referred to in paragraph 3 shall begin on the day following the conclusion of the contract.

Extended cooling-off period for products, services and digital content not supplied on a tangible medium when the right of withdrawal has not been communicated:
5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period shall expire twelve months after the end of the original cooling-off period determined in accordance with the preceding paragraphs of this Article.
6. If the entrepreneur provides the information referred to in the previous paragraph to the consumer within twelve months after the start of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer has received that information.

Article 7 – Obligations of the Consumer During the Cooling-off Period

1. During the cooling-off period, the consumer shall handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The guiding principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer shall be liable only for any diminished value of the product resulting from handling the product beyond what is permitted in paragraph 1.
3. The consumer shall not be liable for any diminished value of the product if the entrepreneur has failed to provide 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 the Costs Thereof

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the cooling-off period by means of the model withdrawal form or by any other unequivocal statement.
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 the entrepreneur (or to a person authorised by him). This is not required if the entrepreneur has offered to collect the product himself. The consumer has observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer shall return the product with all supplied accessories, in its original condition and packaging if reasonably possible, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal shall lie with the consumer.
5. The consumer shall bear the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs, or if the entrepreneur indicates that he will bear them himself, the consumer shall not be required to pay the return costs.
6. If the consumer withdraws after having expressly requested that the performance of the service or the supply of gas, water or electricity not ready for sale in a limited volume or quantity should begin during the cooling-off period, the consumer shall owe the entrepreneur an amount proportionate to that part of the obligation which has been performed by the entrepreneur at the time of withdrawal, compared with the full performance of the obligation.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity not ready for sale in a limited volume or quantity, or for the supply of district heating, if:
   a. the entrepreneur has failed to provide the consumer with the legally required information about the right of withdrawal, compensation in the event of withdrawal, or the model withdrawal form; or
   b. 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 cooling-off period.
8. The consumer shall not bear any costs for the full or partial supply of digital content not supplied on a tangible medium if:
   a. he has not expressly consented, prior to delivery, to the commencement of performance of the contract before the end of the cooling-off period;
   b. he has not acknowledged losing his right of withdrawal upon giving such consent; or
   c. the entrepreneur has failed to confirm this statement by the consumer.
9. When the consumer exercises the right of withdrawal, all ancillary agreements shall be automatically terminated by operation of law.

Article 9 – Obligations of the Entrepreneur in the Event of Withdrawal

1. If the entrepreneur enables the consumer to notify withdrawal electronically, he shall send an acknowledgement of receipt immediately upon receiving such notification.
2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without undue delay and in any event within 14 days after the day on which the consumer informed him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may withhold reimbursement until he has received the product or until the consumer has provided proof that he has returned the product, whichever occurs earlier.
3. The entrepreneur shall use the same means of payment for reimbursement as the consumer used, unless the consumer agrees to a different method. The reimbursement shall be free of charge for the consumer.

4. If the consumer has chosen a delivery method more expensive than the standard cheapest delivery, the entrepreneur shall not be obliged to refund the additional costs associated with the more expensive method.

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 the entrepreneur has clearly stated this in the offer, or at least in good time before the conclusion of the contract:

1. Products or services whose price depends on fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period.
2. Contracts concluded at a public auction. A public auction means a method of sale in which products, digital content and/or services are offered by the entrepreneur to consumers who are personally present or are given the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services.
3. Service contracts after full performance of the service, but only if:
   a. performance has begun with the consumer's express prior consent; and
   b. the consumer has declared that he loses his right of withdrawal once the entrepreneur has fully performed the contract.
4. Service contracts for the provision of accommodation, where the contract provides for a specific date or period of performance and other than for residential purposes, transport of goods, car rental services or catering.
5. Contracts relating to leisure activities, where the contract provides for a specific date or period of performance.
6. Products made to the consumer's specifications, which are not prefabricated and are made on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person.
7. Products that deteriorate rapidly or have a limited shelf life.
8. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.
9. Products which, after delivery, are by their nature irreversibly mixed with other products.
10. Alcoholic beverages whose price was agreed at the time of conclusion of the contract, but whose delivery can take place only after 30 days and whose actual value depends on market fluctuations beyond the entrepreneur's control.
11. Sealed audio or video recordings or computer software which have been unsealed after delivery.
12. Newspapers, periodicals or magazines, except for subscriptions thereto.
13. The supply of digital content other than on a tangible medium, but only if:
    a. performance has begun with the consumer's express prior consent; and
    b. the consumer has declared that he thereby loses his right of withdrawal.

Article 11 – The Price

1. During the validity period stated in the offer, the prices of the products and/or services offered shall not be increased, except for price changes resulting from alterations in VAT rates.
2. Contrary to 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 control, at variable prices. The fact that such prices are subject to fluctuations and that any quoted prices are indicative shall be stated in the offer.

3. Price increases within three months after the conclusion of the contract are only permitted if they result from statutory provisions or regulations.
4. Price increases from three months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
   a. they result from statutory provisions or regulations; or
   b. the consumer has the right to terminate the contract as from the day the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 – Performance of the Agreement and Additional Guarantee

1. The entrepreneur warrants that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the existing legal provisions and government regulations in force on the date of conclusion of the contract. If agreed, the entrepreneur also warrants that the product is suitable for use other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer shall never limit the legal rights and claims that the consumer may assert against the entrepreneur on the basis of the contract if the entrepreneur has failed to perform his part of the contract.
3. “Additional guarantee” means any undertaking by the entrepreneur, his supplier, importer or producer whereby the consumer is granted certain rights or claims that go beyond those to which he is legally entitled in the event that the entrepreneur has failed to perform his part of the contract.

Article 13 – Delivery and Execution

1. The entrepreneur shall exercise the greatest possible care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery shall be the address that the consumer has made known to the entrepreneur.
3. Subject to what is stated in Article 4 of these General Terms and Conditions, the entrepreneur shall execute accepted orders with due speed but at least within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot or can only partially be carried out, the consumer shall be informed thereof within 30 days after placing the order. In that case the consumer shall have the right to dissolve the contract without cost and shall be entitled to any compensation.
4. After dissolution in accordance with the preceding paragraph, the entrepreneur shall promptly refund the amount paid by the consumer.
5. The risk of damage to and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative previously designated and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 – Continuing Transactions: Duration, Termination and Renewal

Termination:

1. The consumer may terminate a contract concluded for an indefinite period, which provides for the regular supply of products (including electricity) or services, at any time, subject to the agreed termination rules and a notice period of no more than one month.

2. The consumer may terminate a fixed-term contract that provides for the regular supply of products (including electricity) or services at the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.
3. The consumer may:
   – terminate the contracts referred to in the preceding paragraphs at any time and not be restricted to termination at a specific time or during a specific period;
   – terminate them at least in the same manner as they were entered into; and
   – always terminate them with the same notice period as that required of the entrepreneur.

Renewal:
4. A fixed-term contract concluded for the regular supply of products (including electricity) or services may not be tacitly renewed or extended for a fixed period.
5. Contrary to the previous paragraph, a fixed-term contract concluded for the regular supply of daily, news or weekly newspapers and magazines may be tacitly renewed for a fixed term of up to three months, provided that the consumer can terminate this extended contract at the end of the extension with a notice period of no more than one month.
6. A fixed-term contract concluded for the regular supply of products or services may only be tacitly renewed for an indefinite period if the consumer may terminate it at any time with a notice period of no more than one month. The notice period shall be no more than three months in the case of contracts providing for the regular but less than monthly delivery of daily, news or weekly newspapers and magazines.
7. A contract concluded for a limited period for the regular delivery of daily, news or weekly newspapers and magazines for introductory purposes (trial or introductory subscriptions) shall not be tacitly renewed and shall automatically end after the trial or introductory period.

Duration:
8. If a contract has a duration of more than one year, the consumer may terminate the contract 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 15 – Payment

1. Unless otherwise stipulated in the contract or in additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period, or, if there is no cooling-off period, within 14 days after conclusion of the contract. In the case of a contract for the provision of a service, this period shall commence on the day following receipt of the confirmation of the contract by the consumer.
2. When selling products to consumers, the consumer may never be required in the general terms and conditions to make an advance payment of more than 50 per cent. If advance payment has been agreed, the consumer cannot assert any right regarding the execution of the order or service(s) concerned before the agreed advance payment has been made.
3. The consumer shall be obliged to notify the entrepreneur immediately of any inaccuracies in the payment details provided or stated.
4. If the consumer fails to meet his payment obligations on time, he shall, after being notified by the entrepreneur of the late payment and after the entrepreneur has granted him a period of 14 days to fulfil his payment obligations, owe statutory interest on the outstanding amount, and the entrepreneur shall be entitled to charge the extrajudicial collection costs incurred by him. These collection costs shall amount to a maximum of 15 per cent of amounts outstanding up to € 2,500; 10 per cent of the next € 2,500; and 5 per cent of the next € 5,000, with a minimum of € 40. The entrepreneur may deviate from these amounts and percentages in favour of the consumer.

Article 16 – Complaints Procedure

1. The entrepreneur shall have a sufficiently publicised complaints procedure and shall handle complaints in accordance with that procedure.
2. Complaints concerning the performance of the contract must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur shall be answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall reply within 14 days with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed answer.
4. A complaint about a product, service or the entrepreneur's service may also be submitted via the complaint form on the consumer page of the website of Stichting Webshop Trustmark (https://www.keurmerk.info/klacht/). The complaint will then be forwarded to both the entrepreneur concerned and Stichting Webshop Trustmark.
5. Stichting Webshop Trustmark shall inform the entrepreneur of the dispute and will mediate.
6. Stichting Webshop Trustmark shall act independently and inform both the entrepreneur and the consumer of the applicable legislation.

Article 17 – Disputes

Disputes may, without prejudice to mandatory statutory provisions, be submitted by the consumer to the competent court.

All agreements between the entrepreneur and the consumer to which these General Terms and Conditions apply shall be governed exclusively by Dutch law.

Article 18 – Additional or Deviating Provisions

Additional provisions or provisions deviating from these General Terms and Conditions shall not be to the consumer's detriment and shall be recorded in writing or in such a way that they can be stored by the consumer on a durable data carrier in an accessible manner.

Article 19 – Amendment of the General Terms and Conditions of Stichting Webshop Trustmark

Amendments to these Terms and Conditions shall only take effect after they have been duly published, it being understood that, in the event of applicable amendments during the term of an offer, the provision most favourable to the consumer shall prevail.

10 October 2025
Stichting Webshop Trustmark
Weteringschans 108
1017 XS Amsterdam

Annex I: Model Withdrawal Form

Model Withdrawal Form

(Please complete and return this form only if you wish to withdraw from the contract)

– **To:**
[Name of entrepreneur]
[Geographical address of entrepreneur]
[Fax number of entrepreneur, if available]
[E-mail address or other electronic address of entrepreneur]

– **I/We*** hereby give notice that I/we* withdraw from our contract concerning
the sale of the following products: [description of product]*
the supply of the following digital content: [description of digital content]*
the provision of the following service: [description of service]*

– *Ordered on/received on*** [date of order for services or receipt for products]

– **Name of consumer(s):** [ ]
– **Address of consumer(s):** [ ]
– **Signature of consumer(s)** (only if this form is submitted on paper): [ ]

*Delete where not applicable or fill in as appropriate.