

General Terms and Conditions

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Article 1 – Definitions

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

1. **Additional agreement:** an agreement in which the Consumer acquires products, digital content and/or services with respect to a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur;
2. **Reflection period:** the period during which the Consumer may use his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his/her commercial trade, craft or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Continuing performance contract:** a contract serving to deliver goods, services and/or digital content in a given period;
7. **Sustainable data carrier:** any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.
8. **Right of withdrawal:** the Consumer's option not to proceed with the distance agreement within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who provides products, (access to) digital content and or services to Consumers at a distance;

10. **Distance contract:** a contract concluded by the Entrepreneur and the Consumer within the scope of an organised system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
11. **Return Form:** return form based on the European standard form for withdrawal;
12. **Technology for distance communication:** a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

Article 2 – The Entrepreneur’s identity

Trade name:

Panfluitkopen.nl

Dokter Kanterslaan 175

5361 ND Grave

The Netherlands

Telephone number: +31616034924

Email address: info@panfluitkopen.nl

Chamber of Commerce number: 51654199

VAT identification number: NL148570999B01

Article 3 – Applicability

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is not reasonably possible, the Entrepreneur shall indicate in what way the General Terms and Conditions can be inspected and that they will be sent free of charge if so requested, before the distance contract is concluded.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long term data carrier. If this is not reasonably possible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to the Consumer at the Consumer’s request free of charge, either via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

Article 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided, but deviations due to the electronic device used by the Consumer cannot be prevented. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

Article 5 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfill his payment obligations, and all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.
4. At the latest when delivering the product, the Entrepreneur shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:
 - a. the business address of the Entrepreneur's business establishment where the Consumer may get into contact about any complaints;
 - b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
 - c. the information corresponding to existing after-sales services and warranties;
 - d. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
 - e. The requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time;
 - f. The standard form for withdrawal if the Consumer has the right of withdrawal.
5. In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

Article 6 – Right of withdrawal

1. *In case of products:*

2. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
3. The reflection period referred to in sub-clause 1 starts on the day the product is received by the Consumer or by a third party appointed by the
4. Consumer in advance and who is not the carrier, or
 - a. if the Consumer ordered several products in the same order: the day on which the Consumer or a third party appointed by him received the last product. The Entrepreneur may refuse an order of several products with different delivery dates provided that he clearly informs the Consumer prior to the order process.
 - b. in case the delivery of a product consists of several batches or parts:
5. the day on which the Consumer or a third party appointed by him received the last batch or the last part.
 - a. in case of an agreement about regular delivery of products during a given period: the day on which the Consumer or a third party appointed by him received the first product.
6. *In case of services and digital content that is not delivered on a physical carrier:* 3. The Consumer can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
7. The reflection period referred to in Article 3 starts on the day following the conclusion of the agreement.
8. *Extended reflection period for products, services and digital content that has not been delivered on a physical carrier in case no information is given about the right of withdrawal:*
9. If the Entrepreneur has not provided the Consumer with the legally required information about the right of withdrawal or has not provided the standard form for withdrawal, the reflection period expires twelve months after the end of the original reflection period in accordance with the reflection period determined in the previous sub-clauses of this Article.
10. If the Entrepreneur provided the Consumer with the information referred to in the previous article within twelve months after the starting day of the original period of reflection, the period of reflection expires 14 day after the day on which the Consumer received the information.

Article 7 – Consumer’s obligations during the time of reflection

1. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the effect of the product. The guiding principle is that the Consumer may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.
2. The Consumer is only liable for the decrease in value of the product that is caused by the way of handling the product, which went further than allowed in sub-section 1.
3. The Consumer is not liable for the decrease in value of the product if the Entrepreneur has not provided him with all legal information about the right of withdrawal before concluding the Agreement.

Article 8 – Exercising the Consumer’s right of withdrawal and the costs

1. If the Consumer exercises his right of withdrawal he shall notify the Entrepreneur unambiguously with the standard Return Form within the period of reflection.
2. The Consumer shall return the product or deliver it to (the authorized representative of) the Entrepreneur as soon as possible but within 14 days counting from the day following the notification referred to in sub-clause 1. This need not be done if the entrepreneur offered to collect the product himself. The Consumer observed the period of returning the product in any event if the product is returned before the expiration of the period of reflection.
3. The Consumer shall return the product with all delivered accessories and if reasonably possible in the original state and packaging and in conformity with reasonable and clear instructions given by the Entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
5. The Consumer shall bear the direct costs of returning the product. If the Entrepreneur has not reported that the Consumer has to bear these costs or if the Entrepreneur pointed out that he will bear the costs himself, the Consumer need not pay the cost of returning the product.
6. If the Consumer withdraws after having first explicitly requested that the performance of a service or the supply of gas, water or electricity having not been made ready for sale not be started in a limited volume or given quantity during the period of reflection, the Consumer shall pay the Entrepreneur an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance of the obligation.
7. The Consumer does not bear the costs for performing services for the supply of water, gas or electricity that had not been made ready for sale in a limited volume or quantity, or for the supply of district heating if
 - a. the Entrepreneur has not provided the Consumer with the statutorily required information about the right of withdrawal, the compensation of costs in case of withdrawal or the standard form for withdrawal, or
 - b. if the Consumer has not explicitly requested that the performance of the service or the supply of gas, water and electricity or district heating be started during the period of reflection.
8. The Consumer does not bear any cost for the full or partial delivery of digital content not stored on a physical carrier if
 - a. prior to the delivery, he has not explicitly consented to start
 - i. performance of the agreement before the end of the period of reflection;
 - b. he did not acknowledge to lose his right of withdrawal when giving consent; or
 - c. the Entrepreneur failed to confirm the Consumer’s statement.
9. If the Consumer exercises his right of withdrawal, all additional agreements end by operation of law.

Article 9 – Entrepreneur’s obligations in case of withdrawal

1. If the Entrepreneur makes the notification of withdrawal by electronic means possible, he shall promptly send a return receipt.
2. The Entrepreneur shall reimburse all payments made by the Consumer, including any delivery costs that the Consumer may charge for the returned product, as soon as possible but within 14 days following the day on which the Consumer notified him of the withdrawal. Unless the Entrepreneur offers

to collect the product himself, he can wait with refunding until having received the product or until the Consumer proved that he returned the product, whichever occurs first.

3. The Entrepreneur shall make use of the same means of payment that the Consumer used, unless the Consumer consents to another method. The reimbursement is free of charge for the Consumer.
4. If the Consumer opted for a more expensive method of delivery instead of the cheapest standard delivery, the Entrepreneur need not reimburse the additional costs for the more expensive method.

5. Article 10 - Exclusion of the right of withdrawal

6. The Entrepreneur can exclude the following products and services from the right of withdrawal but only if the Entrepreneur notified this clearly when making the offer or at any rate in good time before concluding the agreement:
7. Products or services with a price that is subject to fluctuations in the financial market on which the Entrepreneur has no influence and which may occur within the period of withdrawal;
8. Agreements that are concluded during a public auction. A public auction is defined as a selling method whereby the Entrepreneur offers products, digital content and/or services to the Consumer who is personally present or has the possibility to be personally present at the auction under the direction of an auctioneer and whereby the successful bidder is obliged to purchase the products, the digital content and/or the services.
9. Services agreements, after full performance of the service, but only if
 - a. the performance started with the Consumer's explicit prior consent; and
 - b. the Consumer stated that he will lose his right of withdrawal as soon as the Entrepreneur has fully performed the agreement.
10. Package holidays referred to in article 7:500 of the Civil Code of the Netherlands and agreements for passenger transport.
11. Services agreements for making accommodation available when a certain period of implementation is provided and other than for residential purposes, goods transports, car rental services and catering;
12. Agreements related to leisure activities when a certain date or period of performance is arranged in the agreement;
13. Products manufactured in accordance with the Consumer's specifications which are not prefabricated and which are produced on the basis of a Consumer's individual choice or decision or which are intended for a specific person;
14. Perishable products or products with a limited durability.
15. Sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal has been broken;
16. Products which for their nature are irreversibly mixed with other products;
 11. Alcoholic drinks of which the price has been agreed upon at the conclusion of the agreement but of which the delivery can take place only after 30 days, and whose real value depends on fluctuations in the market, which the Entrepreneur cannot affect.
17. Sealed audio and video recordings and computer programs of which the seals were broken after delivery;
18. Newspapers, periodicals or magazines, with the exception of subscriptions to them;
19. The delivery of digital content other than on a physical carrier, but only if:
 - a. the performance was started with the Consumer's explicit prior
 - i. consent;
 - b. the Consumer stated that he will lose his right of withdrawal by doing so.

Article 11 - The price

1. The prices of products and/or services provided shall not be raised during the validity period given in the offer, but are subject to changes in price due to changes 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 that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if the Entrepreneur has stipulated it and if
 - a. they are the result of legal regulations or stipulations, or
 - b. the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

Article 12 – Performance of an agreement and extra Warranty

1. The Entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, the Entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra warranty offered by the Entrepreneur, his Supplier, Manufacturer or Importer shall never affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfillment of the Entrepreneur's obligations if the Entrepreneur has failed in the fulfillment of his part of the agreement.
3. 'Extra warranty' is taken to mean each obligation by the Entrepreneur, his Supplier, Importer or Manufacturer in which he assigns certain rights or claims to the Consumer that go further than he is legally required in case he fails in the compliance with his part of the agreement.

Article 13 – Delivery and execution

1. The Entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is at the address given to the Entrepreneur by the Consumer. Postal delivery is done via PostNL, to which their terms and conditions apply. For these Consumer is referred to their website: <http://www.postnl.nl/en/terms-and-conditions/>
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be fulfilled or can be fulfilled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge.

4. After repudiation in conformity with the preceding paragraph, the Entrepreneur shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.
5. The risk of loss and/or damage to products will be born by the Entrepreneur until the time of delivery to the Consumer or a representative appointed in advance and made known to the Entrepreneur, unless explicitly agreed on otherwise.

6. Article 14 – Continuing performance agreements: duration, termination and renewal

7. Termination

8. The Consumer may at all times terminate a contract that was concluded for an indefinite time and which extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.
9. The Consumer may at all times terminate a contract that was concluded for a specific time and which extends to the regular delivery of products (including electricity) or services at the end of the specific period, with due observance of the termination rules and subject to not more than one month's notice. 3. The Consumer can cancel the agreements mentioned in the preceding paragraphs:
 - a. at any time and not be limited to termination at a particular time or in a
 - i. given period;
 - b. at least in the same way as they were concluded by him;
 - c. at all times with the same notice as the Entrepreneur stipulated for himself.

10. Extension

11. An agreement concluded for a definite period which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
12. Notwithstanding the preceding paragraph, a contract for a definite period which extends to the regular delivery of dailies, newspapers, weekly newspapers and magazines, may tacitly be renewed for a specific period of at most three months if the Consumer can terminate this extended agreement towards the end of the extension with a notice of one month at the most.
13. An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the Consumer can cancel it at any time with a notice of one month. The notice is three months at the most in case the contract concerns the delivery of dailies, newspapers and weeklies and magazines occurring regularly but less than once a month.
14. An agreement with limited duration concerning the regular delivery or trial dailies, newspapers, weeklies and magazines (trial or introductory subscription) is not renewed tacitly and ends automatically after the trial or introductory period.

15. Duration

16. 8. If the duration of a contract is more than one year, the Consumer may terminate the contract at any time after one year with a notice of not more than one month, unless reasonableness and fairness go against the termination before the end of the agreed term.

Article 15 – Payment

1. Payment is done in advance, for which there are several options available on the webshop. In certain situations Entrepreneur can decide that payment after delivery is also possible, but this is decided on by Entrepreneur and cannot be requested by Consumer. A full refund, including shipment costs to Consumer, will be done if Consumer wishes to make use of his right of withdrawal.
2. Unless otherwise stipulated in the agreement or in the additional conditions, the amount to be paid by the Consumer must be settled within 14 days after the period of reflection, or if there is no period of reflection within 14 days after concluding the agreement. In case of an agreement to provide a service, this period starts on the day that the Consumer received the confirmation of the agreement.
3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.
4. In case the Consumer has not complied with his payment obligation(s) in time, and the Entrepreneur has pointed out to him that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and the Entrepreneur is entitled to charge the Consumer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500, 10% for the following € 2,500 and 5% for the following € 5000, with a minimum of € 40. The Entrepreneur may deviate from the aforementioned amounts and percentages in favour of the Consumer.

Article 16 – Complaints procedure

1. Complaints about the services and/or products provided by Panfluitkopen.nl can be submitted by e-mail to info@panfluitkopen.nl, or by phone, +31616034924. To ensure the complaint can be considered, Consumer shall provide Entrepreneur with the original order information and as detailed a description of the deficiency as possible. If return of the product is required, Consumer will include a filled out Return Form with the return shipment.
2. Complaints about the performance of the contract shall be submitted fully and clearly-described to the Entrepreneur within a reasonable time after the Consumer discovered the defects. This reasonable time depends on the nature of the defect and will be assessed when submitted.
3. The complaints submitted to the Entrepreneur shall be replied to within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

Article 17 – Disputes

Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch Law.

Article 18 - Additional provisions or derogations

Additional provisions of and/or derogations from these General Terms and Conditions should not be to the Consumer's detriment and must be put in writing or recorded in

such a way that the Consumer can store them in an accessible manner on a long-term data carrier.

Article 19 –Liability

Liability of Panfluitkopen.nl arising from a defective delivery shall in all instances be limited to (only) replacing or repairing the article, or paying a refund of at most but not always amounting to the total sum of the purchase price and any shipping costs of the article.

Panfluitkopen.nl accepts no liability for damages caused by playing on or other uses of the delivered article.

Panfluitkopen.nl expressly accepts no claim for consequential loss in any form.

Panfluitkopen.nl is not liable for damages caused by intent, guilt, negligence, or improper use by third parties.

Panfluitkopen.nl accepts no liability on warranty if damages are the result of normal wear and tear, negligence and/or caused intentionally.

Appendix I: Return Form

You have the right to return your purchase 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. To exercise the right of withdrawal, you must inform us, De Panfluit Praktijk, of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

After notification via telephone (+31 (0) 616034924) or e-mail (info@panfluitkopen.nl) the product together with this filled out form can be returned to the following address:

De Panfluit Praktijk
Traverse 142
5361 TH Grave
The Netherlands

Necessary details for returning a product

Name Customer: _____

Street and house number: _____

Postal code city: _____

Date: _____

I hereby give notice that I withdraw from my contract of purchase of the following goods:

Description Article	Article number*	aankoopprijs	date of receipt	reason for returning**

* if relevant ** not obligatory

The account number to which the money paid can be refunded is:

IBAN _____

(This account number has to be the same as the account number used for payment of your order)

Signature customer _____