GENERAL TERMS AND CONDITIONS OF THE PEACE PALACE WEBSHOP

Carnegie Foundation

Article 1 – Definitions

For the purposes of these Terms and Conditions:

1. **Consumer** means any natural person acting for purposes wholly or mainly outside that person's trade, business, craft or profession.
2. **Trader** means the Carnegie Foundation, acting through the Peace Palace Webshop.
3. **Agreement** means any contract concluded between the Trader and the Consumer through the webshop.
4. **Distance Contract** means a contract concluded between the Trader and the Consumer under an organised distance-sales system without the simultaneous physical presence of the Trader and Consumer.
5. **Products** means all goods offered through the webshop.
6. **Services** means any services offered through the webshop.
7. **Durable Medium** means any instrument enabling the Consumer or Trader to store information in a manner accessible for future reference and unchanged reproduction.
8. **Right of Withdrawal** means the Consumer's statutory right to withdraw from a Distance Contract within the applicable withdrawal period.
9. **Model Withdrawal Form** means the form made available by the Trader for exercising the Right of Withdrawal.
10. **Cooling-off Period** means the period during which the Consumer may exercise the Right of Withdrawal.
11. **Website** means the online webshop operated by the Carnegie Foundation.

Article 2 – Identity of the Trader

Carnegie Foundation

Carnegieplein 2
2517 KJ The Hague
The Netherlands

Email: webshop@peacepalace.org

Chamber of Commerce Registration Number (KvK): 41149745

Article 3 – Applicability

1. These Terms and Conditions apply to all offers made by the Trader and to every Agreement concluded between the Trader and the Consumer.
2. Prior to conclusion of an Agreement, these Terms and Conditions shall be made available to the Consumer in a manner that enables storage on a Durable Medium.
3. If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
4. Any matter not expressly governed by these Terms and Conditions shall be interpreted in accordance with their spirit and purpose and applicable Dutch consumer law.
5. Where specific product conditions apply, those conditions shall supplement these Terms and Conditions.

Article 4 – Offers and Product Information

1. All offers are non-binding unless expressly stated otherwise.
2. The Trader may amend or withdraw offers at any time prior to acceptance.
3. Product descriptions, images, dimensions, specifications and other information are provided as accurately as reasonably possible.
4. Obvious errors, omissions, pricing mistakes or typographical inaccuracies shall not bind the Trader.
5. Images are provided for illustrative purposes only. Colours and appearance may differ depending on screen settings and manufacturing processes.
6. Certain Products may consist of publications, archival reproductions, limited editions, cultural heritage items or handcrafted products. Minor variations in colour, finish, packaging or presentation shall not constitute a lack of conformity.
7. Offers shall clearly indicate:

a. the total price including VAT where applicable;

b. delivery costs where applicable;

c. payment methods;

d. delivery arrangements;

e. the existence of the Right of Withdrawal where applicable;

f. the duration of the Agreement where relevant.

Article 5 – Formation of the Agreement

1. The Agreement is concluded when the Consumer accepts the offer and fulfils all stated conditions.
2. Upon receipt of an order, the Trader shall send an order confirmation by email without undue delay.
3. The Trader reserves the right to refuse orders where:

a. Products are unavailable;

b. pricing errors are apparent;

c. fraud or misuse is suspected;

d. payment cannot be verified.

4. Orders are subject to product availability.

Article 6 – Right of Withdrawal

Goods

1. Consumers may withdraw from an Agreement relating to goods within fourteen (14) days without giving any reason.
2. The withdrawal period expires fourteen (14) days after:

a. the Consumer acquires physical possession of the goods;

b. for multiple goods delivered separately, receipt of the final item;

c. for goods delivered in instalments, receipt of the final instalment.

3. To exercise the Right of Withdrawal, the Consumer must notify the Trader through a clear statement or by using the Model Withdrawal Form.
4. The Consumer shall return the goods within fourteen (14) days after notification of withdrawal.
5. The Consumer bears the direct cost of returning the goods unless otherwise stated.

Services

6. For service contracts, the withdrawal period expires fourteen (14) days after conclusion of the Agreement.

Inspection of Goods

7. During the withdrawal period, the Consumer may inspect and handle the goods only to the extent necessary to determine their nature, characteristics and functioning.
8. The Consumer shall be liable for any diminished value resulting from handling beyond what is necessary for such inspection.

Article 7 – Effects of Withdrawal

1. Upon valid withdrawal, the Trader shall reimburse all payments received from the Consumer, including standard delivery costs.
2. Reimbursement shall occur without undue delay and no later than fourteen (14) days after receiving notification of withdrawal.
3. The Trader may withhold reimbursement until the returned goods have been received or until satisfactory proof of return is supplied.
4. Reimbursement shall be made using the same payment method originally used by the Consumer unless otherwise agreed.

Article 8 – Exclusion of the Right of Withdrawal

The Right of Withdrawal does not apply where permitted by law, including but not limited to:

1. goods made to the Consumer's specifications;
2. personalised goods;
3. goods liable to deteriorate or expire rapidly;
4. sealed goods unsuitable for return for health protection or hygiene reasons once unsealed;
5. sealed audio recordings, video recordings or software unsealed after delivery;
6. newspapers, periodicals and magazines other than subscription contracts;

7. digital content supplied electronically where performance has begun with the Consumer's prior express consent and acknowledgment of loss of the withdrawal right.

Article 9 – Prices

1. All prices displayed on the Website are stated in euros (€) and include VAT unless otherwise specified.
2. Delivery charges are displayed separately during checkout.
3. Obvious pricing errors may be corrected by the Trader even after an order has been submitted.
4. The Trader reserves the right to amend prices before acceptance of an order.
5. Price changes shall not affect orders already accepted.

Article 10 – Conformity and Guarantees

1. The Trader warrants that Products conform to the Agreement and meet reasonable expectations of quality, functionality and performance.
2. Consumers retain all statutory rights available under applicable consumer protection legislation.
3. Any commercial guarantee provided by the Trader, manufacturer, importer or supplier shall supplement and not replace statutory rights.
4. A commercial guarantee shall be binding under the conditions stated in the guarantee documentation.

Article 11 – Delivery and Performance

1. The Trader shall exercise reasonable care in processing and fulfilling orders.
2. Products shall be delivered to the address specified by the Consumer.
3. Unless otherwise agreed, delivery shall take place without undue delay and in any event within thirty (30) days after conclusion of the Agreement.
4. Delivery dates and times are estimates and do not constitute strict deadlines.
5. If delivery is delayed significantly, the Consumer shall be informed as soon as reasonably possible.

6. If delivery becomes impossible, the Trader shall promptly refund all amounts paid.
7. Risk of loss or damage passes to the Consumer upon physical delivery.

Article 12 – Duration, Renewal and Termination

1. Agreements concluded for an indefinite period may be terminated by the Consumer at any time subject to a notice period not exceeding one month.
2. Fixed-term Agreements may be terminated at the end of the agreed term subject to a notice period not exceeding one month.
3. Automatic renewal shall only occur where permitted by law and where the Consumer retains a reasonable right to terminate.
4. If an Agreement has a duration exceeding one year, the Consumer may terminate after one year with one month's notice unless mandatory law provides otherwise.

Article 13 – Payment

1. Payment shall be made using the payment methods offered on the Website.
2. Payment must be completed before shipment unless otherwise stated.
3. The Consumer shall promptly report inaccuracies in payment information.
4. In case of non-payment, the Trader may suspend performance and recover statutory interest and collection costs as permitted by Dutch law.

Article 14 – Complaints Procedure

1. Complaints relating to Products, Services or the performance of the Agreement should be submitted to:

   webshop@peacepalace.org
2. Complaints should be submitted within a reasonable period after the issue has been discovered.
3. The Trader shall acknowledge receipt of a complaint within fourteen (14) days.
4. If a complaint requires more time to resolve, the Consumer shall be informed accordingly.
5. The Trader seeks to resolve complaints amicably and efficiently.

Article 15 – Personal Data

1. The Trader processes personal data in accordance with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 ("GDPR").
2. Further information is available in the Carnegie Foundation Privacy Statement.
3. Personal data shall be processed solely for legitimate purposes connected with order processing, customer services, legal obligations and operational administration.

Article 16 – Product Safety

1. The Trader shall comply with applicable product safety legislation, including Regulation (EU) 2023/988 on General Product Safety where applicable.
2. Consumers are requested to follow all safety instructions accompanying Products.
3. If the Trader becomes aware that a Product presents a safety risk, appropriate corrective measures may be taken, including notifications, recalls or replacement programmes.

Article 17 – Governing Law and Jurisdiction

1. These Terms and Conditions and all Agreements are governed by Dutch law.
2. Nothing in these Terms and Conditions shall deprive Consumers residing in another Member State of the European Union of mandatory protections afforded by the laws of their country of residence.
3. Any dispute not resolved amicably shall be submitted to the competent courts of The Hague, the Netherlands, unless mandatory consumer law provides otherwise.

Article 18 – Language and Prevailing Version

1. These Terms and Conditions are available in Dutch and English.
2. In the event of inconsistencies between language versions, the Dutch version shall prevail, except where mandatory consumer protection legislation requires otherwise.