



PastFutureTimes

for your well-being

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. **Withdrawal period:** the period within which the consumer can make use of his/her right of withdrawal;
2. **Consumer:** the natural person (hereinafter referred to as **you**) who is not acting in the exercise of a profession or business and enters into an agreement at a distance with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** an agreement at a distance relating to a series of products and/or services, the supply and/or purchase obligation of which is spread over time;
5. **Durable medium:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information;
6. **Right of withdrawal:** the possibility for the consumer to refrain from the agreement at a distance within the cooling-off period;
7. **Model form:** the withdrawal model form made available by the entrepreneur that a consumer can fill in when he/she wants to exercise his/her right of withdrawal;
8. **Entrepreneur:** the natural or legal person (hereinafter referred to as **PastFutureTimes CV**) offering products and/or services to consumers at a distance;
9. **Agreement at a distance:** an agreement which, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, up to and including the closing of the agreement exclusively uses of one or more means of distance communication;

PastFutureTimes CV

Bank relation/IBAN: NL23 INGB 0009 3130 61

BIC: INGBNL2A

Dutch Chamber of Commerce: 82705526

VAT id: NL862573750B01

Dorpsplein 18

NL-2995 BS Heerjansdam

The Netherlands

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10. **Technique for distance communication:** means that can be used for closing an agreement, without the consumer and entrepreneur simultaneously in the same room have come together;
11. **General Terms and Conditions:** these General Terms and Conditions of the Entrepreneur.

Article 2 – Identity of the entrepreneur

PastFutureTimes CV

Owner: Amanda (D.) Lang
 Dutch Chamber of Commerce no. 82705526
 VAT ID number: NL862573750B01
 Bank relation/IBAN: NL23 INGB 0009 3130 61
 BIC: INGBNL2A
 in the name of PastFutureTimes CV

Dorpsplein 18
 NL-2995 BS Heerjansdam
 The Netherlands
 P: +31-(0)6-12553319

Contact

Article 3 – Applicability

1. These general terms and conditions apply to every offer from PastFutureTimes and on any achieved distance agreement and orders between PastFutureTimes and you.
2. Before the agreement at a distance is concluded, the text of these general terms and conditions will be made available to you. If this is not reasonably possible, before the agreement at a distance is concluded, it will be indicated that the general terms and conditions of PastFutureTimes can be inspected and that they will be sent to you free of charge as soon as possible at your request.
3. If the agreement at a distance is closed electronically, the text of these general terms and conditions may, contrary to the previous paragraph and before the agreement at a distance is concluded, be made available to you electronically in such a way that you can easily store them on a durable data carrier. If this is not reasonably possible, before the agreement at a distance is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent to you free of charge, either electronically or otherwise, at your request.
4. If, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs above shall apply and in the event of conflicting general terms and conditions, you can always rely on the applicable provision that is most favourable to you.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or declared null and void, the agreement and these general terms and conditions will remain in force and the provision in question will be replaced by a provision that comes as close as possible to the purport of the original provision in consultation with each other.
6. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of the terms and conditions of PastFutureTimes must 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 by PastFutureTimes.
2. The offer is without obligation. PastFutureTimes is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to enable you to make a proper assessment of the offer. If PastFutureTimes uses images they are a true representation of the products offered. Obvious mistakes or obvious errors in the offer do not bind PastFutureTimes.
4. All images, specifications and data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.
5. Product images are a true representation of the products on offer. PastFutureTimes cannot guarantee that the colors shown correspond exactly to the real colors of the products.
6. Each offer contains such information that it is clear to you what rights and obligations are attached to the acceptance of the offer. This concerns in particular

(a) the price:

(aa) all prices specified by PastFutureTimes are inclusive of the legal VAT rate valid in the Netherlands, unless otherwise indicated,

bb) the current shipping costs can be found under [Prices, costs and delivery time](#). In the online shop [PastFutureTimes.com](#), the costs are shown in the shopping cart.

(b) the manner in which the agreement will be established and what actions are required:

you can order products of your choice through the online shop and checkout in the secure online environment. If PastFutureTimes has sent an electronic confirmation, the agreement has been established. For other possibilities please [contact](#) PastFutureTimes;

(c) your right of withdrawal:

you have the right to [withdraw](#) your purchases within 14 calendar days of receipt. Further details are given in Articles 6 to 8;

(d) the method of payment, delivery and performance of the agreement:

(aa) PastFutureTimes offers products online, among others. The prices shown are valid at the same time. They may change from time to time on the basis of changed market prices and legislation. Changes in price for you will take effect at the time they are shown online;

(bb) the agreement is stored internally together with the data you provide in the online shop. If you want to view the data, please [contact](#) PastFutureTimes;

(cc) PastFutureTimes' [privacy statement](#) describes how we handle your data and which third parties we work with to fulfill the agreement. If you would like to view the data saved by PastFutureTimes and have it changed, please [contact](#) us;

(dd) agreements with PastFutureTimes can be established in Dutch and in English;

(ee) PastFutureTimes offers you the option of installment delivery. The minimum number of deliveries is three. Long-term agreements are possible;

(ff) PastFutureTimes offers you the opportunity to create products in your order and/or with your specifications.

Article 5 – The agreement

1. Determined by the provisions of paragraph 4, the agreement is made at the time when you accept the offer and meet the conditions set out therein.
2. When you have accepted the offer by electronic means, PastFutureTimes confirms the receipt of acceptance of the offer by electronic means without delay. Until receipt of this acceptance is confirmed by us, you may dissolve the agreement.
3. If the agreement is concluded electronically, PastFutureTimes takes appropriate technical and organizational measures to secure the electronic transmission of data and ensure a secure online environment. If you can pay electronically, we will take appropriate security measures to that effect. Applicable specifications on security can be read in our [privacy statement](#).

4. PastFutureTimes can inform itself – within legal frameworks – about your ability to meet your payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, we have good grounds not to enter into the agreement, we are entitled to refuse an order or request or to attach special conditions to the celebration, giving reasons.
5. PastFutureTimes will include with the product the following information, in writing or in such a way that it can be stored by you in an accessible manner on a durable data carrier:
 - (a) the [complaints procedure](#) of PastFutureTimes and the possibilities for [contact](#) in the event of complaints;
 - (b) the conditions under which and the manner in which you can exercise the right of withdrawal, or a clear indication of the exclusion of the [right of withdrawal](#);
 - (c) the information about [warranty](#);
 - (d) the information set out in article 4 paragraph 3 of these conditions, unless PastFutureTimes has already provided you with this information before the execution of the agreement;
 - (e) the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 – Right of withdrawal

1. When purchasing products, you have the option of [withdrawal](#) from the contract without giving reasons for 14 calendar days. This cooling-off period starts the day after you receive the product or a representative previously designated by you and made known to PastFutureTimes.
2. (a) **General:**
During the cooling-off period, you have to treat the product and its packaging with care at all times.
(b) Products **with an expiry date:**
You should not break the seal of a product with an expiry date at all. The (partial) breaking of the seal cancels the possibility of withdrawal, return and exchange.
3. If you wish to exercise your right of withdrawal, you are obliged to notify PastFutureTimes within 14 calendar days, after receiving the product. Notification must be made by completing and sending the [withdrawal form](#). After you have expressed your wish to exercise your right of withdrawal, you must send the product with all delivered accessories in the original packaging to the following address within 14 calendar days:

Return address:

PastFutureTimes CV
 Dorpsplein 18
 NL-2995 BS Heerjansdam
 The Netherlands

If requested, you must prove that the delivered products were returned on time, e.g. through proof of dispatch.

4. If, after the expiry of the deadlines mentioned in paragraphs 1 and 3, you have not first expressed your wish to exercise your right of withdrawal and have not subsequently returned the product to PastFutureTimes, the purchase is a fact.

Article 7 – Costs in case of withdrawal

1. If you exercise your right of withdrawal, PastFutureTimes will reimburse you for the costs incurred in doing so. The risk of damage and/or loss of products upon return rests with you until delivery to PastFutureTimes.
2. If you have paid an amount for products, PastFutureTimes will refund this amount including shipping costs as soon as possible, but at the latest within 14 calendar days after revocation. This is subject to the condition that the product has already been received back by PastFutureTimes or conclusive proof of complete return can be provided. Refunds will be made via the same payment method used by you unless you expressly authorize another payment method.
3. Should products **without an expiry date** be damaged or the packaging more damaged than necessary to try the product, we may pass this depreciation of the product on to you. So treat the product with care and make sure it is properly packed when returning it.
4. You cannot be held liable for depreciation of the product if not all legally required information on the right of withdrawal has been provided by PastFutureTimes. This should be done before the conclusion of the purchase agreement.

Article 8 – Exclusion of the right of withdrawal

PastFutureTimes excludes your right of withdrawal, return and exchange

1. for products **with an expiry date**:
these products have a limited shelf life. They are sealed to ensure hygiene and exclude health risks. After (partially) breaking the seal, your purchase cannot be withdrawn, returned or exchanged,
2. for products made by PastFutureTimes **to your order and/or according to your specifications**. The exclusion of the right of withdrawal only applies if PastFutureTimes clearly stated this in the offer, at least in good time before concluding the agreement.

Article 9 – The price

1. During the period of validity stated in the offer, the prices of the products offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Price increases within 3 months after the creation of the agreement are only permitted if they are the result of statutory regulations or provisions.
3. Price increases from 3 months after the establishment of the agreement are only allowed if PastFutureTimes has stipulated this and they are the result of legal regulations or provisions; or you have the authority to cancel the agreement as of the day the price increase takes effect.
4. The prices mentioned in the supply of products include the statutory VAT rate. Shipping costs are shown in the shopping cart.
5. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, PastFutureTimes is not obligatory to deliver the product according to the wrong price.

Article 10 – Conformity and warranty

1. PastFutureTimes guarantees that the products meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the existing legal provisions and/or government regulations on the date of the conclusion of the agreement.
2. A warranty provided by PastFutureTimes does not affect your statutory rights and claims against us under the agreement.
3. Any defective or incorrectly delivered products must be reported in writing to PastFutureTimes within 14 calendar days of delivery. Products must be returned in their original packaging.

4. PastFutureTimes never is responsible for the ultimate suitability of the products for each individual application by you, nor for any advice in terms of use or application of the products, as expressed in the [disclaimer](#).

Article 11 – Delivery and execution

1. PastFutureTimes will take the greatest possible care when receiving and in the execution of orders for products.
2. The place of delivery is deemed to be the address that you have declared to PastFutureTimes.
3. Subject to what is stated in paragraphs 4 + 5 of this article, PastFutureTimes will execute accepted orders as soon as possible but at the latest within 30 calendar days, unless you have agreed to a longer delivery period. If delivery is delayed, or if an order cannot or can only be partially fulfilled, you will be notified no later than 30 calendar days after you have placed the order. In that case, you have the right to dissolve the agreement free of charge. You are not entitled to any compensation.
4. If an ordered product turns out to be (temporarily) out of stock, PastFutureTimes will notify you in writing within 7 calendar days. It will also be stated when the product is expected to become available again. In case of being temporary out of stock of a product you have the right to dissolve the agreement free of charge. You are not entitled to any compensation.
5. All delivery times are indicative. You cannot derive any rights from any of the terms mentioned. Exceeding a term does not entitle you to compensation. Calamities in delivery services are not the responsibility of PastFutureTimes.
6. In case of dissolution in accordance with paragraphs 3 and 4 of this article, PastFutureTimes will refund the amount you paid as soon as possible, but at the latest within 14 calendar days after dissolution.
7. If delivery of an ordered product turns out to be impossible, then PastFutureTimes will endeavour to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement article will be delivered. The right of withdrawal cannot be excluded in the case of replacement articles. The costs of a possible return shall be borne by PastFutureTimes.
8. The risk of damage and/or loss of products lies with PastFutureTimes up to the moment of delivery to you or to a representative communicated to PastFutureTimes in advance, unless expressly agreed otherwise.
9. All orders are carefully packed so that they can be sent safely. At the same time, PastFutureTimes is committed to dealing responsibly with packaging materials. With a view to sustainability, packaging material is reused as much as possible.
10. Shipping is via the carrier currently offering the most economical rate. PastFutureTimes is liable to you for loss or damage during delivery by one of the carriers.
11. PastFutureTimes is not liable for any damage or exceeding of the announced delivery times.
12. After receiving the products, you should check them yourself for any defects.

Article 12 – Duration transactions: cancellation, extension and duration

Cancellation

1. You may at any time terminate an agreement entered into for an indefinite period of time and which involves the regular delivery of products (long-term transaction or subscription) in writing, subject to agreed termination rules and a notice period of thirty (30) calendar days.
2. You may terminate a fixed-term contract for the regular delivery of products (long-term transaction or subscription) in writing at any time towards the end of the fixed-term period, subject to agreed termination rules and a notice period of thirty (30) calendar days.
3. You may deal with the agreements referred to in paragraphs 1 and 2 in the following way:
 - (a) terminate at any time and not be limited to termination at a particular time or period, subject to PastFutureTimes' stipulated notice period of thirty (30) calendar days;
 - (b) terminate in writing;

(c) always terminate with the same notice period as PastFutureTimes has stipulated for itself, provided it is not less than the standard thirty (30) calendar days.

Prolongation

An agreement for a definite period which extends to the regular delivery of products (continuing performance contract), may not be tacitly extended or renewed for a definite period.

Duration

If the duration of an agreement exceeds one year, you may terminate the agreement at any time after one year, with a period of notice that does not exceed thirty (30) days, unless reasonableness and fairness dictate that termination before the end of the agreed term is unacceptable.

Article 13 – Payment

1. Unless otherwise agreed, the amounts owed by you are to be paid via the [secure online payment methods](#) PastFutureTimes offers.
2. For products that are made on your behalf and/or with your specifications, a down payment of half of the agreed amount is due before the start of the work. The second half will be invoiced with delivery.
3. You are obliged to report PastFutureTimes any inaccuracies in the payment details provided or stated without delay.
4. In the case of non-payment on your part, PastFutureTimes, subject to legal restrictions, has the right to charge the reasonable costs you have been informed of in advance.

Article 14 – Ownership

All products remain the property of PastFutureTimes until you have paid the full purchase price (including shipping costs, if applicable).

Article 15 – Internet security and privacy

1. The website of PastFutureTimes is protected by a TLS encryption, in the search bar of your browser recognizable by the lock in front of the web address <https://pastfuturetimes.com>. This way you can be sure that you are at the right internet address. Encryption also makes it more difficult for third parties to follow what you look up in the online shop and abuse it.
2. All entered customer data will only be stored and used by PastFutureTimes for handling the order. Customer data will never be made available to third parties unless this is necessary for payment transactions and delivery of the order.
3. The e-mail address entered by you will be used anonymously for distributing an email letter (advertising purposes) from PastFutureTimes. If you do not wish to use this mailing list, you can unsubscribe at any time.
4. You have the right to view and change your customer data as known to PastFutureTimes at any time. Read more about this in the comprehensive [privacy statement](#) of PastFutureTimes.

Article 16 – Complaints procedure

1. PastFutureTimes has the following [complaints procedure](#) and deals with any complaints accordingly.
2. If you have a complaint about the execution of an agreement by PastFutureTimes, always and first of all [contact](#) PastFutureTimes.

3. Complaints about the performance of the agreement must be submitted in writing, fully and clearly described to PastFutureTimes within 7 calendar days of the performance, after you have identified the defects.
4. Complaints submitted to PastFutureTimes in writing will be answered within a period of 14 calendar days from the date of receipt. If a complaint requires a foreseeably longer processing time, PastFutureTimes will reply within the 14 calendar days with a notice of receipt and an indication of when you can expect a more detailed reply.
5. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
6. PastFutureTimes is affiliated to the quality label for online shops [Stichting WebwinkelKeur](#).

See the PastFutureTimes quality label of approval in the register (click on the logo):



On this label you will find the **Dispute mediation**. In this section, you should file a dispute with your complaint that cannot be solved by mutual agreement. Stichting WebwinkelKeur will mediate free of charge. If a solution has not yet been reached, you have the option of having your complaint handled by the independent arbitration committee appointed by Stichting WebwinkelKeur. The judgment shall be binding and both PastFutureTimes and you agree to this binding ruling. Submitting a dispute to this Disputes Committee involves costs that must be paid by you to the committee in question. It is also possible to report complaints via the [European ODR platform](#).

7. A complaint shall not suspend the obligations of PastFutureTimes, unless PastFutureTimes notifies differently in writing.
8. If a complaint is found to be well-founded by PastFutureTimes it will replace the delivered products free of charge.

Article 17 – Disputes

1. Agreements between PastFutureTimes and you to which these general terms and conditions apply, are exclusively governed by Dutch law. This provision also applies if you live abroad. This provision also applies if you live abroad.
2. The Vienna Sales Convention does not apply.

Article 18 – Additional or different determinations

Additional provisions or provisions that deviate from these general terms and conditions may not be to your detriment and must be recorded in writing or in such a way that they can be stored in an accessible manner on a long-term data carrier.