

General conditions of sale, delivery and payment

Article 1 - Applicability of the general conditions of sale, delivery and payment

1.1. These general conditions of sale, delivery and payment (hereafter referred to as: the "Conditions") form part of every agreement concluded between Designmaxx BV (hereafter referred to as: LABEL51) on the one hand and any third party (hereafter referred to as: Buyer) on the other hand, and all offers issued by LABEL51, with respect to the delivery of movable property.

1.2. The Terms and Conditions, once they become part of any agreement between LABEL51 and the Buyer, shall also form part of any later agreements entered into between LABEL51 and the Buyer, even if no reference to the applicability of the Terms and Conditions was made at the conclusion of such later agreements.

1.3. Deviations from the Terms apply only if expressly agreed in writing by both parties and LABEL51 has accepted the deviations in writing. The deviations apply only to the offer or agreement under which they are made.

1.4. Whole or partial nullity of any provision of the Terms shall not affect the validity of the remaining provisions of the Terms.

1.5. Entrepreneur's Identity:

Designmaxx BV (trading under the name LABEL51) De

Geer 8

4004 LT Tiel

info@label51.com

KvK: 5096 6049

Btw-identificatienummer: NL8230.18.118.B01

Article 2 - Offers and formation of agreements

2.1. Offers made by LABEL51 can only be accepted in writing. Any offer made by LABEL51 is non-binding, unless expressly stated in writing to be irrevocable, and, unless expressly stated otherwise in writing, expires by operation of law on the expiration of fourteen (14) calendar days from the date of the offer.

2.2. Agreements between the parties come into effect only when LABEL51 confirms the realization of the agreement to the Buyer in writing on LABEL51's behalf by authorized persons, or when LABEL51 executes the agreement without reservation in a manner recognizable to the Buyer. Notwithstanding the above, LABEL51 is, unless expressly agreed otherwise in writing, first obliged to proceed with the delivery of the ordered goods. LABEL51 has the right, without being bound to pay any compensation and without prejudice to LABEL51's rights under article 15, to dissolve or terminate by notice any agreements made with the Buyer if, within a period of six weeks after the (first) agreement is made, agreement is not given for delivery with passing on of costs or if the minimum free order value referred to above is reached.

2.3. Changes or additions to a previously concluded agreement as well as ancillary agreements are only binding when LABEL51 confirms them to the Buyer in writing.

2.4. Drawings, illustrations, dimensions or other delivery dates are only binding when expressly agreed in writing.

2.5. All orders should be entered into LABEL51's customer portal. Orders to be shipped directly to the end customer should be entered through the dropshipment account. Orders to be delivered to the Buyer should be entered via the postage paid account no later than two (2) business days before delivery takes place. Here, the time limit is 10:00 a.m. in the morning. Orders received later than 10:00 a.m. and two (2) days prior to delivery will be accumulated for subsequent delivery.

2.6. To become a customer, the Buyer must agree to the terms and conditions and return them signed to LABEL51.

Article 3 - Prices

3.1. All prices quoted by LABEL51 in its offers are, unless expressly agreed in writing, non-binding.

3.2. All prices do not include sales tax (VAT).

Article 4 - Delivery

4.1. When LABEL51 shows or provides a drawing, photograph, model, design, calculation or other data, this is done by way of indication only. The final products to be delivered may differ from those shown.

4.2. Unless otherwise agreed, delivery is by dropshipping within Europe, from LABEL51's warehouse in Tiel. Unless otherwise agreed, regular deliveries within the countries Netherlands, Belgium, Germany, France, Luxembourg, Italy, Spain, Portugal, Austria, Switzerland, Poland, Czech Republic, Romania, Lithuania and Denmark are carriage-paid if the minimum order value applicable to the country concerned is met. For regular dealer orders below the carriage paid order value, they will be collected for a maximum of two weeks until the carriage paid order value is met. If after two weeks the combined orders have not achieved the free order value, the actual shipping costs will be charged. Annex 1 sets out the free order value for each country. No charges are made for collection of goods.

4.3. Buyer is obliged to take delivery of the purchased goods at the time of delivery. If the Buyer refuses to take delivery or is negligent in providing information or instructions necessary for delivery, the goods will be stored at the Buyer's risk. In this case, the Buyer must pay the storage costs, whereby LABEL51 has the right to still claim performance and/or full compensation and to proceed to dissolve the contract. Any extra costs charged by the transporter in the event of refusal of delivery, absence on delivery, or negligence in informing LABEL51 of receipt of the delivery, shall be charged in full to the Buyer.

4.4. The Buyer is obliged, on pain of forfeiture of rights, to inspect the delivered goods for any shortages or damage within twenty-four (24) hours of actual delivery, or to carry out this inspection (or have it carried out) after LABEL51's notification that the goods are at the Buyer's disposal.

If shortages or damages are not reported within twenty-four (24) hours, LABEL51 reserves the right to reject the claim. Incomplete or damaged items will be taken back by LABEL51 and replaced (if necessary) only when returned in the original packaging.

4.5. Buyer must place an order with a minimum size of at least € 2000,- excluding VAT. The first order is payable in advance. Thereafter, LABEL51 may decide to make payment within fourteen (14) calendar days of the invoice date and in the manner specified in Clause 12.1.

4.6. Orders from the Buyer may remain ready in the warehouse for a maximum of two (2) weeks. After this, the order will be delivered or must be picked up. It is not possible to reserve orders for longer than fourteen (14) calendar days. If the post-paid order value has not been achieved after two (2) weeks, the Buyer has the option to place additional orders. If the Buyer does not wish to reorder, the order will be shipped after the two (2) week period. Transport costs in this case shall be borne by the Buyer. If the Buyer does not wish to reorder and does not wish to pay transport costs, the order will be cancelled.

4.7. When a delivery is made on pallets, the pallets must be exchanged in the same number. If exchange is not possible, the pallets will be charged.

Article 5 - Partial deliveries

5.1. LABEL51 reserves the right to deliver in parts (partial deliveries) that can be invoiced separately. The Buyer is then obliged to pay in accordance with the provisions of Article 12 of the Conditions.

Article 6 - Delivery time

6.1. The indication of the delivery time is always approximate, which may be deviated from, unless expressly agreed otherwise in writing.

6.2. Exceeding the delivery time does not oblige LABEL51 to pay any compensation and does not give the Buyer the right to dissolve the contract or to refuse to take delivery, or to invoke suspension of any of the Buyer's obligations. LABEL51 is in no way liable for exceeding the delivery time, for whatever cause.

Article 7 - Force majeure

7.1. Force majeure, in addition to the provisions of article 6:75 of the Civil Code, is taken to mean: strikes (both organized and unorganized) at LABEL51's company, general transport impediments, the non-performance of LABEL51's suppliers (whether or not imputable), and lack of personnel.

7.2. During a period of force majeure, LABEL51's delivery and other obligations are suspended. If the period in which LABEL51 is unable to comply with its obligations due to force majeure lasts longer than 6 months, both parties have the power to dissolve the contract.

agreement in whole or in part by termination or dissolution. In this case, there is no obligation for compensation or undoing.

7.3. LABEL51 is entitled to claim payment for what has already been done in the execution of the agreement in question, before the force majeure-causing circumstance became apparent.

7.4. LABEL51 is also entitled to invoke force majeure when the circumstance giving rise to force majeure arises after LABEL51 should already have delivered the performance.

Article 8 - Warranty

8.1. Subject to what is provided elsewhere in the Terms and Conditions, LABEL51 warrants that, for a period of 24 months after delivery, the material it has delivered satisfies the requirements to be imposed on it in normal trade. If the Buyer has satisfactorily demonstrated that the goods delivered or the materials do not conform to the requirements to be imposed on them in the normal course of business, LABEL51 shall, at its option, either proceed to provide spare parts, repair the goods delivered or replace them, or dissolve the contract (in part or otherwise) in combination with a pro rata refund of the sums already paid by the Buyer, and then not be liable to pay damages.

8.2. The aforementioned warranty obligation shall lapse if:

- a. The Buyer, without LABEL51's prior written approval, makes alteration(s) or repair(s) to the delivered item(s);
- b. Buyer used the delivered item for a purpose other than its apparent purpose;
- c. Buyer has (in LABEL51's judgment) improperly treated, used or maintained the Delivered;
- d. Buyer fails to fulfill its obligations to LABEL51;
- e. Buyer failed to fulfill its information obligations accordingly;
- f. Buyer is otherwise wholly or partially at fault for the defect or damage to the Delivered.

8.3. Any costs of disassembly, shipping and transportation are at the Buyer's expense and risk. If LABEL51 has accepted the service request, any costs will be borne by LABEL51.

8.4. LABEL51's warranty is given only if and to the extent provided by the relevant manufacturer/supplier and to the extent thereof.

8.5. The warranty period begins when the product is received by the Buyer and is not extended after warranty repairs or replacement of product.

8.6. When the Buyer makes a claim under the guarantee, this does not release the Buyer from his obligations as payment and acceptance as arising from the agreement(s) entered into with LABEL51.

Article 9 - Claims

9.1. Complaints must be made in writing by sending an e-mail to service@label51.com. Buyer will receive a ticket number with which the handling of the complaint in the service system can be followed. Notification should be made as soon as possible, but at the latest and in compliance with the deadline mentioned in Article 4.4, after the defects have been observed, giving precise details of the nature and grounds of the complaint(s) and the alleged basis of LABEL51's liability for replacement, repair or compensation. Unsubstantiated or insufficiently substantiated complaints are not accepted by LABEL51. A service request will be taken into consideration, provided it is notified in its entirety within the stipulated warranty period. This means:

- a. Provided with order number;
- b. Provided with a clear complaint description;
- c. Provide clear photos or video of the complaint. When more than one item is defective, the Buyer must provide images of each individual item;
- d. If the service request is for a sofa or stool, a photo of the sticker under the sofa and an overview photo must also be provided. Without these photos, the request will not be processed by the manufacturer.

9.2. After the expiry of the period mentioned in article 4.4, the Buyer is deemed to have approved the delivery. Thereafter, complaints will no longer be considered by LABEL51.

9.3. Return of the delivered goods can only take place after LABEL51's prior written approval, under conditions to be determined by LABEL51. Custom-made articles cannot be returned.

9.4. Buyer is solely responsible for what is ordered by Buyer. Incorrectly ordered items cannot be returned and Buyer must take up its own stock.

Article 10 - Liability

10.1. LABEL51's liability to the Buyer, except as provided in the following paragraphs, is limited to LABEL51's performance of its warranty obligations as described in Article 8.

10.2. LABEL51's liability for wrongful acts committed by it is excluded except in so far as they are the consequence of an intentional act or omission or wilful recklessness on the part of LABEL51's executive employees. LABEL51's liability for indirect and consequential damage suffered by the Purchaser as a result of LABEL51's attributable failure to perform LABEL51's obligations under any agreement is likewise excluded, such as, but expressly not limited to: lost profits, lost sales, immaterial damage, lost opportunities and tarnished reputation, unless such damage is the result of the intentional or deliberate recklessness of LABEL51's managerial subordinates.

10.3. LABEL51's liability for direct damage suffered by the Buyer resulting from, or connected with, an attributable shortcoming on LABEL51's part in the performance of its obligations towards the Buyer under an agreement entered into with the Buyer is limited to those cases in which the Buyer proves that the damage is the direct consequence of the attributable

default, and is further limited per event or series of related events with a common cause to the value (exclusive of VAT) agreed between the parties of the obligation(s) in the performance of which LABEL51 has thus imputably failed, and then per delivered good, with a maximum of €2,500.00 per event or series of events with a common cause, unless a more far-reaching limitation arises from one of the following paragraphs.

10.4. Any claim against LABEL51 based on an agreement entered into with LABEL51 shall lapse by the mere lapse of one year, unless a summons is validly issued before that time. The expiry period begins on the day following that on which the Purchaser became aware of both the loss and the liable party.

10.5. All defenses that LABEL51 may derive from the agreement entered into with the Purchaser to defend its liability may also be invoked against the Purchaser by its personnel and third parties engaged by it in the performance of the agreement, as if its personnel and the aforementioned third parties were parties to the agreement.

10.6. Conditions limiting, excluding or establishing liability that may be asserted by third parties against LABEL51 may also be asserted by LABEL51 against the Buyer.

10.7. LABEL51 reserves the right to alter product composition and/or prices without prior notice. LABEL51 is not responsible for inaccurate product and/or article information as well as information from product feeds provided.

Article 11 - Indemnification

11.1 The purchaser indemnifies LABEL51, its personnel and any third parties engaged by LABEL51 in the context of the performance of its obligations under the agreement against all claims by other third parties for compensation for any damage (allegedly) suffered by the latter, caused by or otherwise connected with LABEL51's performance under the agreement.

Article 12 - Terms of payment

12.1. Unless expressly agreed otherwise in writing, payment of each invoiced amount shall be made before delivery and in accordance with the manner indicated on the invoice. Payment is to be made in the agreed currency and without set-off, discount and/or suspension. After acceptance and provision of limit by LABEL51's credit insurer, LABEL51 may decide to make payment within fourteen (14) calendar days of the invoice date and in the manner indicated on the invoice. LABEL51 shall in such case only deliver orders to the Buyer when the total amount of the Buyer's already outstanding accounts receivable balance plus the amount of the Buyer's outstanding orders does not exceed the set limit. LABEL51 reserves the right to adjust the limit at its discretion, at any time, based on new information from the credit insurer and/or in response to the Buyer's payment behavior.

12.2. In the event of non-timely payment of an invoice, the Buyer shall be in default, without notice of default, and all of the Buyer's payment obligations shall become immediately due and payable. This is also the case if Buyer is declared bankrupt or applies for a moratorium.

12.3. In the event of late payment of an invoice, the Buyer is liable to pay statutory commercial interest (article 6:119a of the Civil Code), plus 2% on the invoice amount, from the due date of the invoice. In addition, LABEL51 is entitled to charge €7.50 in reminder costs.

12.4. Furthermore, all judicial and extrajudicial costs reasonably incurred by LABEL51 (such as, but not limited to: bailiff's costs and the costs of legal assistance) incurred in the context of the Buyer's failure to comply with its obligations shall be borne by the Buyer, with a minimum of 10% of the principal sum owed (including VAT) or an amount of €250 to the extent that it is higher. This minimum compensation should (also) be seen as an incentive for the Buyer to fulfill its (payment) obligations (penalty clause).

12.5. Payments made by Buyer shall always be applied firstly to all interest and costs due and secondly to the invoices that have been due longest, even if Buyer states that the payment relates to a later invoice.

12.6. Notwithstanding the foregoing, LABEL51 has the right at all times to demand cash payment or, prior to delivery or further execution of the work, to demand adequate security from the Purchaser for timely payment. The security shall be provided by means of an irrevocable bank guarantee lodged with a Dutch banking institution of good repute, or by the provision of other security that can reasonably be equated with such.

Article 13 - Retention of title.

13.1. Delivered items remain LABEL51's sole property as long as the Buyer has not satisfied the claims relating to the consideration for:

- a. Items delivered or to be delivered by LABEL51 to the Buyer under the Agreement, or;
- b. Work or services also performed or to be performed for the benefit of Buyer pursuant to such agreement, as well as;
- c. In respect of claims for breach of such agreements;
- d. LABEL51 also acquires (joint) ownership of these things, as security for all outstanding claims against the Purchaser, as well as as for the things on which LABEL51's ownership right is lost through treatment/processing, accession, formation of property or otherwise;
- e. Once the Buyer fails to fulfill one or more of its obligations to LABEL51, all of the Buyer's claims become immediately and fully due and payable, and LABEL51 is authorized to realize the rights arising from its retention of title, without any notice of default or judicial intervention.

13.2. Prior to said transfer of ownership, the Buyer is not authorized to sell, deliver or otherwise dispose of the delivered goods other than in accordance with its normal business and the normal purpose of the goods. This authority shall lapse at such time as the Buyer is granted a (provisional) moratorium or is declared bankrupt.

Under no circumstances may the Buyer use the item subject to retention of title as security for claims to third parties.

13.3. LABEL51 shall have access to the products owned by it at all times prior to the said transfer of ownership, wherever they are located.

13.4. If the provisions of this article are violated, the Buyer shall be liable for a penalty of 10% of the claim outstanding at the time of the violation, without prejudice to the provisions of Article 10 Section 6.

13.5. The Buyer may agree with a third party that it will pay the purchase price on its behalf and be subrogated to LABEL51's claim for that purpose. Upon payment by a third party, subrogated to the Seller's claim, the retention of title as defined in this article shall not lapse.

13.6. In the case of subrogation referred to in paragraph 5, LABEL51 delivers to the subrogated third party the reserved ownership of the goods for which the third party has paid the purchase price. From the time of subrogation, the Purchaser holds the described items for the subrogated third party.

13.7. Subrogation in the claim by and transfer of the reserved property to a third party as referred to in paragraphs 5 and 6 shall not affect the Buyer's right to sue LABEL51 in the event that the Vendor fails in any way in the performance of the agreements concluded between them.

Article 14 - Intellectual property rights

14.1. All intellectual property rights (including copyrights as well as registered and unregistered design rights) to LABEL51 made available to the Buyer. drafts, photographs, drawings, catalogs, designs, models, calculations and the like (hereinafter: "the Materials"), remain at all times vested in LABEL51 and are never transferred to the Buyer. Where these Terms mention "deliver" or conjugations of this word, it cannot be inferred that transfer of intellectual property rights is meant. The Buyer is granted only a non-exclusive, non-transferable and revocable right to use the Materials in unaltered form and for its own use, which right shall thereafter never extend beyond the expressly agreed use or, as the case may be, the use reasonably required in the context of performance of the contract.

14.2. Notwithstanding the general purport of Article 14.2, the Buyer in particular is expressly prohibited from copying and/or editing the contents (including photographs) of LABEL51's catalogs made available to him. If and insofar as LABEL51 makes digital photographs available to the Purchaser, the use of these photographs is permitted only for the purposes expressly specified by LABEL51 and their use on any Web site is prohibited, unless LABEL51 has expressly granted its prior written consent thereto. LABEL51 is entitled to withdraw its permission to use the Materials at any time with immediate effect, without thereby becoming liable to pay damages to the Purchaser, the Purchaser then being required to return the Materials to LABEL51 forthwith.

14.3. If it is judicially established that the products delivered by LABEL51 to the Purchaser infringe any copyright and/or design right of third parties applicable in the Netherlands, LABEL51 shall take back the products from the Purchaser in return for reimbursement of the purchase price paid by the Purchaser. This refund of the purchase price is the Buyer's sole remedy in this respect.

14.4. Buyer must offer items under the LABEL51 brand name. A channel marketing link is required.

14.5. Experience Store Dealers get a listing on LABEL51.com.

Article 15 - Termination and cancellation

15.1. Notwithstanding the provisions of Article 6:265 of the Civil Code, LABEL51 has the right to terminate or rescind the agreement entered into with the Purchaser by notice with immediate effect, without being liable for compensation, if:

- a. Buyer is declared bankrupt, files for bankruptcy, or has filed for bankruptcy;
- b. Buyer applies for (provisional) suspension of payment or proceeds to liquidation;
- c. Buyer's assets or any part thereof are seized;
- d. General conditions are not met.

15.2. If the Buyer cancels the order, for any reason whatsoever, it shall be bound to reimburse LABEL51 for all costs reasonably incurred in the execution of the agreement (other costs of materials and raw materials already acquired by LABEL51, whether or not processed or treated at cost price, including wages and social security charges), without prejudice to LABEL51's right to compensation for loss of profit and other damages. The Buyer shall also owe LABEL51 as cancellation costs 30% of the agreed price. The Buyer is further bound to indemnify LABEL51 against claims by third parties as a result of the cancellation of the order. Free cancellation of an order is possible only if the order has not yet been processed. For cancellation of custom-made products, at least 30% of the purchase price will be charged.

15.3. LABEL51 is authorized at all times to terminate all or part of the agreement entered into with the Purchaser. LABEL51 is not required to serve a notice period and shall owe no compensation to the Purchaser in the event of termination.

Article 16 - Applicable law and disputes

16.1. All offers from and agreements with LABEL51 are governed exclusively by Dutch law.

16.2. All disputes, including those considered as such by one party only, arising out of or relating to the agreement to which the Terms and Conditions apply or concerning the Terms and Conditions themselves and their interpretation or implementation, whether of a factual or legal nature, shall be tried exclusively by the competent court in Utrecht, the Netherlands, unless LABEL51 prefers to submit the dispute to the competent court in the Buyer's domicile/premises.

Article 17 - Inconsistency between Dutch text and translation

17.1. In case of inconsistency between the text of the Terms in the Dutch language and that in another language, the Dutch version shall be binding.

Article 18 - Resellers

18.1. The offering of the LABEL51 delivered through resellers or the offering of the LABEL51 delivered through an external sales channel is not permitted. Resale agreements are concluded by written confirmation to the Purchaser on behalf of LABEL51 by authorized persons. Sales results are evaluated annually. LABEL51 has the right, without being liable for any compensation and without prejudice to LABEL51's rights, to dissolve or terminate by notice any agreements made with the Purchaser.

These general conditions of sale, delivery and payment apply by default as of September 1, 2022.

Company Name:

Signature:

Contact: