

Terms and conditions Designmaxx BV regarding web shop purchases LABEL51:

(trading as LABEL51)

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. Once the Terms and Conditions have become part of any agreement between LABEL51 and the Buyer, they shall also form part of any later agreements concluded between LABEL51 and the Buyer, even if, at the time of the conclusion of such later agreements, it is not to LABEL51's satisfaction that the Terms and Conditions have been incorporated into the agreement.
applicable of the Terms is referenced.

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. Quotes from LABEL51 can only be accepted in writing. Any offer made by LABEL51 is without obligation, unless expressly stated in writing to be irrevocable, and, unless expressly stated otherwise in writing, expires by operation of law on the expiry of fourteen (14) calendar days from the date of the quotation.

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, unless expressly agreed otherwise in writing, is agreed, to proceed first with the delivery of the goods ordered. LABEL51 has the right, without being liable to pay any compensation and without prejudice to LABEL51's rights under article 15, to dissolve agreements concluded with the Purchaser or to terminate them by giving notice if no delivery is made within a period of six weeks after the (first) agreement has been reached, agreement has been given for delivery with charging of costs or the minimum free order value referred to above has been 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 via dropshipping within Europe, from LABEL51's warehouse in Tiel. Unless otherwise agreed, regular deliveries are within the countries Netherlands, Belgium, Germany, France, Luxembourg, Italy, Spain, Portugal, Austria, Switzerland, Poland, Czech Republic, Romania, Lithuania and Denmark carriage paid if the minimum order value applicable to the respective country is met. For regular dealer orders below the carriage paid order value, these will be collected up to two weeks until the carriage paid order value has been achieved. If the combined orders have not achieved the free order value after two weeks, the actual shipping costs will be charged. Appendix 1 sets out the free order value for each country. For collection of goods, no charges will be made.
brought.

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, in which case LABEL51 has the right to still perform and/or claim full damages and proceed to dissolve the contract.
Any additional fees charged by carrier in case of refusal of delivery, absence at 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 notifies the Buyer that the goods are at the Buyer's disposal. If shortages or damage are not reported within twenty-four (24) hours, LABEL51 reserves LABEL51 the right to reject the claim. Incomplete or damaged items will be taken back by LABEL51 and (if applicable) replaced only if they are in the original packaging.
returned.

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 place an additional order and has no transportation charges, the order will be canceled.

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, means: strikes (both organized and unorganized) at LABEL51's company, general transport impediments, the non-performance (whether attributable or not) of LABEL51's suppliers, and staff shortages.

7.2. During a period of force majeure, the delivery and other obligations of LABEL51 suspended. If the period in which LABEL51 cannot fulfill its obligations due to force majeure lasts longer than 6 months, both parties are authorized to terminate the agreement in whole or in part by giving notice or by dissolving it. In this case, there is no obligation to pay damages or undo.

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 goods it delivers will meet the requirements to be imposed on them in normal trade. If the Buyer has provided sufficient proof that the delivered goods or the materials do not comply with the requirements to be imposed on them in the normal course of business, LABEL51 shall, to the best of its ability own choice, either proceed to provide parts, proceed to repair the delivered goods, or to replace them, or to dissolve (in whole or in part) the agreement in conjunction with pro rata refund of what has already been paid by Buyer and then not be liable for damages.

8.2. The aforementioned warranty obligation shall lapse if:

- The Buyer, without LABEL51's prior written approval, makes alteration(s) or repair(s) to the delivered item(s);
- Buyer used the delivered item for a purpose other than its apparent purpose;

- Buyer has (in LABEL51's judgment) improperly treated, used or maintained the Delivered;
- Buyer fails to fulfill its obligations to LABEL51;
- Buyer failed to fulfill its information obligations accordingly;
- 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 that the relevant manufacturer/supplier provides warranty 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 should be made in writing by sending an e-mail to service@label51.com. Buyer will receive a ticket number with which to track the processing of the complaint in the service system. Notification should be made as soon as possible, but at the latest and subject to the time limit mentioned in Article 4.4, after the defects have been observed, giving precise details of the nature and ground of the complaint(s) and the alleged basis of LABEL51's liability for replacement, repair or compensation. Unsubstantiated or inadequately substantiated complaints are not considered by LABEL51 in treatment. A service request will be processed provided it is reported complete within the specified warranty period. This means:

Provided with order number;

Provided with a clear complaint description;

Provide clear photos or video of the complaint. When more than one item is defective, the Buyer must provide images of each individual item;

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 delivered goods. 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 LABEL51 is excluded except in so far as they are the consequence of the wilful or deliberate recklessness of LABEL51's senior subordinates. LABEL51's liability for indirect and consequential damage suffered by the Purchaser as a result of a transaction carried out by LABEL51 committed culpable breach of LABEL51's obligations under any agreement, such as, but expressly not limited to: lost profits, lost sales, immaterial damage, lost opportunities and damage to 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 Purchaser resulting from, or connected with, an attributable shortcoming on LABEL51's part in the performance of its obligations to Buyer under an agreement entered into with Buyer, is limited to those cases where Buyer proves that the damage is the direct result of the attributable failure and, further, is per event or series of related events with a common cause limited 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 item, with a maximum of € 2,500.00 per event or series of events having a common cause, unless a more far-reaching limitation arises from any 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 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 related to 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

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 already outstanding accounts receivable balance of Buyer plus the amount of Buyer's outstanding orders does not exceed the set limit. LABEL51 reserves the right, on the basis of new information from the credit insurer and/or in response to Buyer's payment history to adjust the limit at its discretion, at any time.

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.
charge.

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 for the Buyer's account, with a minimum of 10% of the principal sum owed (incl. VAT) or a sum of €250,- whichever 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 first against all interest and costs due and secondly on 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 in the form of an irrevocable bank guarantee lodged with a Dutch banking institution of good repute, or in the form of the provision of other related security.
reasonably equivalent security.

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:

Items delivered or to be delivered by LABEL51 to the Buyer under the Agreement, or; Work or services also performed or to be performed for the benefit of the Buyer under such an Agreement, as well as;

In respect of claims for breach of such agreements;

LABEL51 also acquires the (joint) ownership of these goods, as security for all outstanding claims against the Purchaser, as well as for the goods on which LABEL51 has the right of ownership. property right of LABEL51 is lost through treatment/processing, accession, creation of property or otherwise;

Once the Buyer fails to perform one or more of its obligations to LABEL51, all of the Buyer's claims become immediately and wholly due and payable, and LABEL51 is authorized to exercise the rights arising from its

rights arising from 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, dispose of, or sell the delivered items other than in accordance with its normal business and the normal purpose of the items

deliver or otherwise dispose of the goods. This authority shall expire at the time the Buyer is granted (provisional) moratorium or 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 photographs, drawings, catalogs, designs, models, calculations and the like made available to the Buyer by LABEL51 (hereafter: "the Materials"), remain at all times vested in LABEL51 and are never transferred to the Buyer. Where in these Terms mentioning "deliver" or conjugations of this word cannot be inferred to mean transfer of intellectual property rights. Buyer receives only a non-exclusive, non-transferable and revocable right to use the Materials in unmodified form and for own use, which right thereafter never extends beyond the explicit agreed use or the use reasonably required in the performance of the agreement.

14.2. Without prejudice to the general purport of Article 14.2, the Buyer is particularly expressly forbidden to copy and/or edit the contents (including photographs) of catalogs made available by LABEL51. If and insofar as LABEL51 makes digital photographs available to the Purchaser, the use of these photographs is permitted only for the purposes expressly indicated by LABEL51 and their use on any Web site is prohibited, unless LABEL51 has expressly given its prior written consent to do so. LABEL51 is entitled to withdraw its permission to use the Materials at any time with immediate effect, without becoming liable to Buyer for damages, with Buyer then having the Materials must be returned to LABEL51 by return.

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

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

14.5. Experience Store Dealers receive 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:

Buyer is declared bankrupt, files for bankruptcy, or has filed for bankruptcy;

Buyer applies for (provisional) suspension of payment or proceeds to

liquidation; Buyer's assets or any part thereof are attached;

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 enter into the agreement entered into with the Buyer, in whole or in part.

partial termination. LABEL51 is not required to give notice and, in the event of termination, will owe no compensation to the Purchaser.

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 Buyer on behalf of LABEL51 by authorized persons. Annually, the sales results evaluated. LABEL51 has the right, without being liable for any compensation and without prejudice to LABEL51's rights, to rescind or terminate by notice any agreements concluded with the Purchaser.

These general conditions of sale, delivery and payment apply by default as of January 1, 2023.