

October 2024

General Terms and Conditions of Sales, Delivery and Payment Designmaxx B.V. (Trading under the name LABEL51)

Table of contents:

Article 1 – Applicability of general terms of sales, delivery and payment
Article 2 - Offers and formation of agreements
Article 3 - Prices
Article 4 - Delivery
Article 5 – Partial deliveries
Article 6 - Delivery term
Article 7 - Force majeure
Article 8 - Warranty
Article 9 - Reclamations
Article 10 - Liability
Article 11 - Indemnification
Article 12 - Payment conditions
Article 13 – Retention of title
Article 14 – Intellectual property rights
Article 15 – Termination and cancellation
Article 16 – Applicable law and disputes
Article 17 – Inconsistency between the Dutch text and the translation
Artikel 18 – Resellers

Article 1 – Applicability of general terms of sales, delivery and payment

1. These general terms and conditions of sales, delivery and payment (hereinafter referred to as: “General terms and conditions”) shall apply to all offers by and agreements with Designmaxx BV (hereinafter: “LABEL51”) and any other party to the agreement or to whom the offer is made (hereinafter: “Buyer”), relating to the delivery of goods by LABEL51 to the Buyer.
2. The General terms and conditions will, after being subject to any agreement between LABEL51 and the Buyer, be subject of subsequently established agreements between LABEL51 and the Buyer, even if not referred explicitly to the applicability of the General terms and conditions during establishment of this subsequent agreement.
3. Any stipulations deviating from these General terms and conditions shall only apply in the event that and in so far as they have been agreed upon explicitly in writing by all parties to the agreement, and the deviations have been accepted by LABEL51 in writing. Deviations apply exclusively to the offer or agreement for which they are made.
4. If any provision or a part of a provision in these General terms and conditions is or becomes for any reason or to any extent, invalid or unenforceable such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the other provisions or parts of provisions of these General terms and conditions.
5. Identity of the trader:
Designmaxx B.V. (Trading under the name LABEL51)
De Geer 8
4004 LT Tiel
info@label51.com
KvK: 5096 6049
VAT identification number: NL8230.18.118.B01

Article 2 - Offers and formation of agreements

1. All offers made by LABEL51 are subject to contract, unless explicitly stated irrevocable in writing, and terminates by operation of law, unless explicitly stated otherwise in writing, after fourteen (14) calendar days from the date of the offer acceptance of the offer can only be confirmed in writing.
2. Agreements between parties shall first come into being after confirmed in writing to the Buyer by authorized persons to accept the formation of agreement in behalf of LABEL51, or after it has become evident to the Buyer that recognizably effect is given to said agreement by LABEL51. Notwithstanding

the foregoing is LABEL51, unless explicitly agreed upon otherwise in writing, first obliged to proceed to delivery of the ordered goods, like it takes effect for the country in which the Buyer is established, or as specifically stated in the offer or order confirmation of LABEL51. LABEL51 is entitled to, without any obligation to compensate, and without any prejudice to LABEL51's rights under article 15, rescind or terminate the agreement that is formed with the Buyer, provided that the aforementioned minimal freight paid order value is reached within a period of six weeks after conclusion of the (first) agreement.

3. Amendments or additions to an already formed agreement as well as any side agreements are only binding if these are confirmed explicitly in writing by LABEL51 to the Buyer
4. Any designs, illustrations, drawings, lists of measurements and weights or other types of delivery data are solely binding when such is agreed upon explicitly in writing.
5. All orders must be entered into LABEL51's customer portal.
6. To become a customer, the Buyer must agree to the General Conditions and return them signed to LABEL51.

Article 3 - Prices

1. All prices referred to by LABEL51 in its offers are, unless expressly agreed upon in writing, not binding.
2. The prices mentioned in quotations are excluding VAT.

Article 4 - Delivery

1. If LABEL51 shows or provides a drawing, photograph, model, design, calculation or any other information, this is done by way of indication only. The final goods to be delivered may deviate from what has been shown.
2. Unless agreed upon otherwise, the dropship deliveries in Europe shall take place from LABEL51's warehouse in Tiel (NL). Unless agreed upon otherwise, regular deliveries in the Netherlands, Belgium, Germany, France, Luxembourg, Italy, Spain, Portugal, Austria, Switzerland, Poland, Czech Republic and Denmark are free if the minimum order value is ordered for the concerning country. For regular dealer orders below the free-order value, these will be collected for a maximum of two weeks until the free-order value is reached. If the combined orders have not reached the free order value after two weeks, the actual shipping costs will be charged. The free-order value per country is specified in Appendix 1. No charges are made for the collection of goods.
3. The Buyer is obligated to take delivery of the purchased goods at the time that these are made available to him. Should the Buyer refuse delivery, or be negligent in the provision of information or instructions necessary for delivery, the goods will be stored at risk of the Buyer. In that case, the Buyer shall pay the storage charges, without prejudice to the LABEL51's to claim performance and/or full compensation and to proceed to terminate the agreement. Any extra costs charged by the transporter for refusal of delivery, absence from delivery or negligence in informing LABEL51 about receipt of the delivery, shall be fully charged to the Buyer.
4. The Buyer is, on pain of forfeiture, obliged to inspect or to let inspect the delivered goods for any shortcoming or instances of damage, after notification by LABEL51 that the goods are available to the Buyer within 24 hours after actual delivery. If shortages or damages are not reported within twenty-four (24) hours, LABEL51 reserves the right to reject the claim. Damaged or incomplete goods will be will only be taken back and (if possible) replaced if the goods are returned in original packaging.
5. The Buyer should place a first order with a minimum value of € 2000,- excluding VAT. The first order is to be paid in advance. Thereafter, LABEL51 can decide to make the payment within fourteen (14) calendar days after the invoice date and in the way described in Clause 12.1.
6. Buyer's orders may remain in the warehouse for a maximum of two weeks. After this period the order will be delivered or must be picked up. It is not possible to reserve orders longer than fourteen (14) calendar days. If the free order value has not been achieved after two (2) weeks, the Buyer has the option to place an additional order. If the Buyer does not wish to place an additional order, the order will be shipped after the two (2) week period. In this case transport costs shall be borne by the Buyer. If the Buyer does not wish to place an additional order and does not wish to pay the transport costs, the order will be cancelled.
7. If 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 for.

Article 5 – Partial deliveries

1. LABEL51 reserves the right to deliver goods in installments (partial deliveries), which may be invoiced separately. Accordingly, the Buyer is obliged to pay for each installment in accordance with the provisions concerning article 12 of the General terms and conditions.

Article 6 - Delivery term

1. A statement as regards the delivery term is always by approximation only and is not a deadline, unless explicitly agreed otherwise in writing.
2. LABEL51 is in no way liable if the delivery term is exceeded due to any reason. LABEL51 is not obliged to pay any compensation if the delivery term is exceeded and exceeding the delivery term does not give the Buyer the right to terminate the agreement, or to refuse taking possession or to rely on suspension of any of the Buyer's obligations.

Article 7 - Force majeure

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, force majeure includes: industrial action (both official and unofficial) within the company of LABEL51, general transport obstructions, the (whether or not attributable) non-performance by the supplier of LABEL51 and lack of staff.
2. During a period of force majeure, the delivery and other obligations of LABEL51 are suspended. If the period of force majeure, and therefore the period in which LABEL51 is wholly or partially unable to fulfill its obligations towards the Buyer lasts longer than 6 months, either party is authorized to terminate or dissolve the agreement in whole or in part without a commitment to damages or undoing exists in that case.
3. LABEL51 is entitled to claim payment for all that already carried out in the performance of the relevant agreement before the circumstance causing the force majeure became apparent.
4. LABEL51 is also entitled to rely on force majeure if the circumstance constituting the force majeure occurs after LABEL51 should have already delivered the performance.

Article 8 - Warranty

1. LABEL51 guarantees, with due observance of which is determined elsewhere in these General terms and conditions, that the goods delivered will function during a period of 24 months after delivery, while complying to the requirements for the normal use of the goods. In the case of demonstration of sufficient evidence of the Buyer that the delivered goods do not comply with the requirements for the normal use of the goods, LABEL51 will, such as own discretion, either proceed to providing components, providing maintenance or reparation of the goods delivered or replacement of which, either to (partial) dissolution of the agreement in combination with pro rata reimbursement of the yet paid amount by the Buyer, without being bound to pay any compensation.
2. The guarantee obligation shall be extinguished if:
 - a. The Buyer modifies or repairs the delivered goods (whether this is done by the Buyer, or the Buyer has this done by a third party) without LABEL51's previous written consent;
 - b. The Buyer used the delivered goods for another purpose than the apparent purpose;
 - c. The Buyer treated, used or maintained the delivered goods (in the reasonable opinion of LABEL51) in a careless or injudicious manner;
 - d. The Buyer does not comply with its obligations towards LABEL51;
 - e. The Buyer did not comply with its informational duties;
 - f. The Buyer is to blame entirely or partially for the defect of the delivered goods.
3. Any expenses for disassembly, shipping and transportation are at the Buyer's risk and expense. If LABEL51 has accepted the service request, LABEL51 will bear any costs.
4. Warranty by LABEL51 is only given if and as far as the concerning manufacturer/supplier provides a warranty and also to that extent.
5. The warranty period shall commence at the time the product is received by the Buyer and shall not be extended after warranty repairs or replacement of product.
6. The fact that the Buyer claims under the warranty does not release the Buyer of his obligations such as payment and taking possession by virtue of the agreement(s) entered into with LABEL51.

Article 9 - Reclamations

1. Complaints must be made in writing by sending an e-mail to service@label51.com. The buyer will receive a ticket number with which the handling of the complaint can be followed in the service system.

Claims should be sent as soon as possible, though with a maximum of and with due regard to the term named in article 4.4; after observation of the shortcomings or defects. Claims must be made by means of a precise written statement of the nature and the ground of the complaint(s) and the alleged basis of the liability of LABEL51 for replacement, repair or compensation. A service request will be taken into consideration, provided that it is reported in full within the stipulated warranty period. This means:

- a. Provided with order number;
 - b. Provided with a clear description of the complaint;
 - c. Provided with clear pictures or video of the complaint. If several articles are defective, the Buyer must provide photos of each individual article;
 - d. If the service request concerns a sofa or footstool, a photo of the sticker under the sofa and an overview photo must also be provided. The manufacturer will not process the request without these photos
2. On the expiry of time limits mentioned in article 4.4, the Buyer will be presumed to have approved the goods delivered as appropriate. Complaints submitted after this term shall not be considered by LABEL51.
 3. Any goods supplied may only be returned after LABEL51 has given its consent in writing, subject to such terms and conditions as set by LABEL51. Customized products cannot be returned.
 4. Buyer is solely responsible for what is ordered by Buyer. Incorrectly ordered items cannot be returned and Buyer must take those into its own stock.

Article 10 - Liability

1. The liability of LABEL51 towards the Buyer is, with the exception of the provisions of the following paragraphs, expressly limited to the performance of its warranty obligations, as included in the specific provisions of article 8.
2. Liability of LABEL51 for any unlawful acts it has committed is excluded except insofar they are the result of an intentional act or willful recklessness by managerial employees of LABEL51. Also excluded is LABEL51's liability for indirect and consequential loss suffered by the Buyer as a result of an attributable failure in the performance of LABEL51's obligations under any agreement, such as, but expressly not limited to: loss of profit, lost turnover, immaterial damage, lost opportunities and injury to the good name, unless the loss is the result of an intentional act or willful recklessness by managerial employees of LABEL51.
3. Liability of LABEL51 for direct loss suffered by the Buyer which is the result of, or is related to, an attributable failure on the part of LABEL51 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 loss is the direct result of the attributable failure and is furthermore, per event or series of connected events with a common cause, limited to the value (exclusive VAT) of the obligation(s) agreed as between the parties, in the performance of which LABEL51 has thus attributable failed, and in such event per delivered good, with a maximum of € 2.500, - per event or series of events with a common cause, unless a further-reaching limitation ensues from the following paragraphs.
4. Each claim against LABEL51 on the basis of an agreement entered into with LABEL51, lapses by the mere expiry period of a year, unless a legally valid summons has previously been issued. The due date starts from the day following the day the Buyer has become aware of both the loss and the liable party.
5. All defenses that LABEL51 can derive from the agreement concluded with the Buyer to fend off her liability, can also be invoked towards the Buyer by her staff and third parties that she has engaged in the execution of the agreement, as if her staff and said third parties were parties to the agreement.
6. Liability limiting, excluding or determining conditions that could be invoked by third parties against LABEL51, can also be invoked by LABEL51 against the Buyer.
7. LABEL51 reserves the right to change or modify product composition c.q. prices without notice or obligation. LABEL51 is not responsible for incorrectly provided product- and article information, as well as information from provided product feeds.

Article 11 - Indemnification

1. The Buyer indemnifies LABEL51, its personnel and any possible third party engaged in the context of the performance of its obligations under the agreement, against any claim by other third parties for

compensation for any (alleged) loss suffered by the last-named, caused by or otherwise related to LABEL51's performance under the agreement.

Article 12 - Payment conditions

1. Unless explicitly otherwise agreed in writing, payment of each invoiced amount must be made before the delivery of the products and in the manner as indicated on the invoice. The payment must be made in the currency agreed and without any set-off, discount and/or suspension. After acceptance and provision of credit by the credit insurer of LABEL51, LABEL51 could decide to make the payment proceed within fourteen (14) calendar days after invoice date and in the manner as indicated on the invoice. In this case, LABEL51 will only deliver orders to the Buyer if the total amount of the outstanding accounts receivable balance of the Buyer, multiplied with the amount of open orders of the Buyer does not surpass the credit. LABEL51 reserves the right, on basis of new information from the credit insurer en/or on basis of the payment behavior of the Buyer, to adjust the credit at its own discretion, at any given time.
2. In case of late payment of the invoice, without any notice of default, the Buyer will be in default and all payment obligations of the Buyer will be immediately due and payable. This will also be the case if the Buyer is declared bankrupt or applies for a moratorium.
3. In case of late payment of the invoice, the Buyer must pay the statutory (commercial) interest (article 6:119 (a) of the Dutch Civil Code) plus 2% on the invoice amount outstanding, from the due date of the invoice. In addition, LABEL51 has the right to charge a overdue notice penalty of € 7,50.
4. Furthermore, all reasonable judicial and extra-judicial cost (including, but not limited to: bailiff's costs and legal fees) made by LABEL51 in the context of the nonfulfillment by the Buyer of his/her obligations shall be borne by the Buyer, such with a minimum of 10% of the principal sum due (including VAT) or an amount of € 250, - whichever is higher, which minimum fee must (also) be considered to be an incentive for the Buyer to properly fulfill his/her (payment) obligations (penalty clause).
5. The payments made by the Buyer shall first be applied to settle all interest and costs payable and subsequently to pay those invoices which have been outstanding for the longest period, even if the Buyer states that the payment relates to a later invoice.
6. Irrespective of the foregoing, LABEL51 is at all times entitled to demand payment in cash or, before proceeding to delivery or any further performance of the work, demand adequate security from the Buyer for payment on time. The security is given by means of the provision an irrevocable bank guarantee from a Dutch banking institution of good standing, or by means of the provision of another security of reasonably equal standing.

Article 13 – Retention of title

1. LABEL51 will retain the ownership rights of items delivered to the Buyer, until all its claims against the Buyer have been fulfilled, with respect to
2. The consideration for the items delivered or still to be delivered goods to the Buyer, or;
3. The consideration for work performed or to be performed for the benefit of the Buyer pursuant to such an agreement, and to;
4. Claims as a result of noncompliance with the agreements.
5. In respect of these matters, LABEL51 obtains the (partial) ownership rights, until security of all outstanding claims against the Buyer, as well as regarding the matters upon which the ownership of LABEL51 is lost due to confusion of property, conversion, accession or other matters.
6. As soon as the Buyer does not comply with its obligations towards LABEL51, all claims on the Buyer shall be immediately due and payable in full, and LABEL51 is authorized shall have the right, at its own discretion, to terminate all or part of the agreement without the requirement of any notice of default or judicial intervention, and to make use of the rights resulting from ownership retention.
7. The Buyer is not entitled to use the goods delivered before the referred to transfer of ownership, other than for purposes of dealing with the purchase/sale contract, and is not entitled to sell the items delivered or to dispose of them in any manner. This authority lapses on the moment the Buyer is granted (provisional) suspension of payment if he has been declared bankrupt. The Buyer is not entitled to pledging or assignment for security of retained products to third parties.
8. Until the mentioned transfer of ownership, LABEL51 shall have access at all times to the goods they own, wherever located.

9. By violation of the provisions in this article, the Buyer will be charged a penalty of 10% of outstanding debts at the time of violation, Notwithstanding the provisions in article 10.6.
10. The Buyer can agree with a third party to pay the purchase price for the Buyer, and therefore will be subrogated of LABEL51's claim. If payment is effected by a third party that is subrogated for purposes of the Seller's claim, the retention of title will not lapse.
11. In the case of subrogation as meant in section 5, LABEL51 delivers the retained title of ownership of to the goods for which the third party has paid the purchase price to that subrogated third party. From the time of subrogation, the Buyer keeps the described goods for the subrogated third party.
12. The subrogation for purposes of the claim of and transfer of the retention of title to a third party as referred to in sections 5 and 6 will not prejudice the Buyer's right to hold LABEL51 liable if the Buyer fails in any way in its performance of the agreements concluded between the parties.

Article 14 – Intellectual property rights

1. All intellectual property rights, (including the copyrights and registered and non-registered trademarks) in all texts, pictures, photos, catalogs, models, designs, calculations and others (hereinafter: "Materials") remain at all times of LABEL51 and are never transferred to the Buyer. Where these General Terms and Conditions speak of "delivery or conjugations of this word then from this may not be deduced that a transfer of ownership or intellectual property rights is intended. The Buyer is granted only a non-exclusive, non-transferable right, limited in scope, to use the goods in unchanged form and for own use, which right never stretches beyond the explicitly agreed upon use c.q. the use that in the context of implementation of the agreement is reasonably necessary.
2. Without prejudice to the generality of the requirements of article 14.2, the Buyer is explicitly prohibited to copy or modify the content (including photos) of the by LABEL51 disposed catalogs. If and to the extent that LABEL51 puts digital photos at disposal for the Buyer, the use of these photos is solely allowed for the purposes explicitly mentioned by LABEL51, and the use of these photos on any website is prohibited, unless LABEL51's consent is previously given in writing. LABEL51 remains the right to revoke its consent to the use of all Materials at any time with immediate effect, without thereby incurring any liability towards the Buyer, in which the Buyer shall immediately return all Materials to LABEL51.
3. If and to the extent that by law is determined that the goods LABEL51 delivered to the Buyer violate any current copyrights or design rights of thirds in The Netherlands, LABEL51 will take back all goods and reimburse the Buyer with the by the Buyer paid purchase price. The previously mentioned reimbursement of the purchase price is the sole remedy of the Buyer.
4. The goods may only be sold by the Buyer under the brand name LABEL51. A channel marketing link is obligatory.
5. Experience Store Dealers are mentioned separately on LABEL51.com.

Article 15 – Termination and cancellation

1. Without prejudice to the provisions of article 6:265 of the Dutch Civil Code, LABEL51 has the right to dissolve or terminate the agreement concluded with the Buyer with immediate effect, without any obligation to pay damages in the event that:
 - a. The Buyer is declared bankrupt, files for bankruptcy or if his/her bankruptcy is filed for;
 - b. The Buyer applies for a (provisional) moratorium or goes into liquidation;
 - c. Attachment is made of the assets of the Buyer or a part thereof;
 - d. The general conditions are not met.
2. If the Buyer cancels the order, for any reason whatsoever, he shall be obliged to pay all costs reasonably incurred in the execution of the agreement (other than the costs of materials and raw materials already bought by LABEL51, whether or not worked or processed at cost price, including wages and social charges), without prejudice to LABEL51's right to claim compensation for loss of profit and other damage. The Buyer shall also be liable to pay LABEL51 30% of the agreed price as a cancellation fee. The Buyer shall furthermore be obliged to indemnify LABEL51 against claims of third parties as a result of the cancellation of the order. Custom made products cannot be cancelled and the Buyer is obliged to take delivery of the ordered goods. Cancellation of an order free of charge is only possible if the order has not yet been processed. At least 30% of the purchase price shall be charged for cancellation of customized products.

3. LABEL51 is authorized at all times to terminate all or part of the agreement entered into with the Buyer. LABEL51 is not required to give any notice period and, in the event of termination, shall owe no compensation to the Buyer.

Article 16 – Applicable law and disputes

1. All offers from, and agreements with, LABEL51 are exclusively governed by Dutch law.
2. Any disputes, including those considered as such by only one party, arising from or relating to the agreement the General terms and conditions apply to or relating to the General terms and conditions itself and the interpretation or its implementation, both of a factual and legal nature, will exclusively be judged by the competent court of Utrecht, unless LABEL51 prefers to submit the dispute to the competent court in the place of residence of the of business of the Buyer.

Article 17 – Inconsistency between the Dutch text and the translation

1. In the event of inconsistency between the text of these General terms and conditions in the Dutch language and, in the relevant case, that in a different language, the Dutch version shall be binding.

Artikel 18 – Resellers

1. Offering of the by LABEL51 delivered goods through resellers, or offering of the by LABEL51 delivered goods through an external sales channel is not allowed. Agreements for reselling are formed when on behalf of LABEL51 by authorized persons to do so confirm their consent in writing to the Buyer. Evaluation of the sales results are takes place on a yearly basis. LABEL51 remains the right, without being liable for any payment and without prejudice of any of LABEL51's rights, to dissolve or terminate the concluded agreement with the Buyer.

These General Conditions of Sale, Delivery and Payment apply by default as of January 1, 2023.

Company name:

Signature:

Contact person:

Appendix I

Dropship orders

The goods are sent directly to the consumer. The actual shipping costs of PostNL or Van de Hoef Logistiek will be charged for the delivery of the goods. For each order, a surcharge of € 4.95 will be added for handling costs (packaging material, personnel costs and administration costs).

Regular orders

For regular dealer orders, the actual shipping costs will be charged. LABEL51 will deliver carriage paid to the buyer, provided the order value is reached, valid in the country (mainland) where the buyer is located. If a country is not included in the list below, delivery to that country is not possible. Collection from the warehouse in Tiel (NL) is possible.

Country	New carriage paid value
The Netherlands	€ 1.000,00
Belgium	€ 1.500,00
Germany	€ 2.000,00
France	€ 2.000,00
Luxemburg	€ 2.000,00
Italy	€ 2.500,00
Spain	€ 2.500,00
Portugal	€ 2.500,00
Austria	€ 2.500,00
Switzerland	€ 2.500,00
Poland	€ 2.500,00
Czech Republic	€ 2.500,00
Lithuania	€ 2.500,00
Denmark	€ 2.500,00
Romania	€ 3.000,00