

October 2024

**LABEL51 is a member of Thuiswinkel.org.** This means we are obliged to adhere to the General Terms and Conditions of Thuiswinkel. Additionally, we apply a number of supplementary conditions and services. These can be found in Annex II of these terms and conditions.

## General Terms and Conditions Thuiswinkel

### Table of Contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Obligations of the consumer during the cooling-off period
- Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof
- Article 9 - Obligations of the entrepreneur in case of withdrawal
- Article 10 - Exclusion of the right of withdrawal
- Article 11 - The price
- Article 12 - Performance and additional warranty
- Article 13 - Delivery and execution
- Article 14 - Ongoing transactions: duration, termination, and extension
- Article 15 - Payment
- Article 16 - Complaints procedure
- Article 17 - Disputes
- Article 18 - Industry guarantee
- Article 19 - Additional or deviating provisions
- Article 20 - Amendment of the Thuiswinkel General Terms and Conditions

### Article 1 - Definitions

In these conditions, the following terms shall have the following meanings:

1. **Supplementary agreement:** An agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance contract, and these products, digital content, and/or services are supplied by the entrepreneur or a third party based on an arrangement between that third party and the entrepreneur;
2. **Cooling-off period:** The period within which the consumer can make use of their right of withdrawal;
3. **Consumer:** The natural person who is not acting for purposes related to their trade, business, craft, or profession;
4. **Day:** Calendar day;
5. **Digital content:** Data produced and supplied in digital form;
6. **Continuous performance contract:** A contract that involves the regular delivery of goods, services, and/or digital content over a period of time;
7. **Durable medium:** Any tool - including email - that enables the consumer or entrepreneur to store information addressed to them personally in a way that allows future consultation or use for a period aligned with the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **Right of withdrawal:** The consumer's option to cancel the distance contract within the cooling-off period;
9. **Entrepreneur:** The natural or legal person who is a member of Thuiswinkel.org and offers products (access to) digital content and/or services to consumers remotely;
10. **Distance contract:** A contract concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content, and/or services, whereby until and including the conclusion of the agreement, exclusive or partial use is made of one or more techniques for distance communication;

11. **Model withdrawal form:** The European model withdrawal form included in Annex I of these conditions. Annex I does not need to be provided if the consumer has no right of withdrawal regarding their order;
12. **Technique for distance communication:** Means that can be used to conclude an agreement without the consumer and entrepreneur having to be in the same room at the same time.

## Article 2 - Identity of the Entrepreneur

Designmaxx B.V. (trading under the name LABEL51)  
De Geer 8, 4004 LT Tiel  
The Netherlands;  
Telephone number: +31 318-479 837;  
Monday to Friday from 8:30 AM to 5:00 PM  
Email address: info@label51.com  
Chamber of Commerce number: 5096 6049  
VAT identification number: NL8230.18.118.B01

## Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions can be reviewed at the entrepreneur's premises and that they will be sent to the consumer free of charge as soon as possible upon request.
3. If the distance contract is concluded electronically, then in deviation from the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be consulted electronically, and that they will be sent to the consumer free of charge, either electronically or in another way, upon request.
4. In cases where specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly, and the consumer can always rely on the applicable provision that is most favorable to them in case of conflicting conditions.

## Article 4 - The Offer

1. If an offer has a limited validity period or is made under specific conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content, and/or services offered. The description is detailed enough to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these will be a true representation of the products, services, and/or digital content offered. Apparent mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains sufficient information to clarify the rights and obligations attached to the acceptance of the offer for the consumer.

## Article 5 - The Agreement

1. The agreement is established, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and complies with the stipulated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur may, within the legal framework, gather information on whether the consumer can meet their payment obligations, as well as all those facts and factors relevant to responsibly concluding the distance contract. If, based on this investigation, the entrepreneur has good grounds

not to conclude the agreement, they are entitled to refuse an order or request, providing reasons, or to attach special conditions to the implementation.

5. The entrepreneur will, at the latest upon delivery of the product, service, or digital content, provide the consumer with the following information in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:
  - a. the address of the entrepreneur's establishment where the consumer can lodge complaints;
  - b. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. information on warranties and existing after-sales services;
  - d. the price including all taxes of the product, service, or digital content; where applicable, the delivery costs; and the manner of payment, delivery, or execution of the distance contract;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of an ongoing transaction, the provision in the previous paragraph only applies to the first delivery.

### **Article 6 - Right of Withdrawal**

*For products:*

1. The consumer can terminate an agreement concerning the purchase of a product during a cooling-off period of at least 14 days without providing any reason. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige them to state their reason(s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer, who is not the carrier, has received the product, or:
  - a. if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by them, has received the last product. The entrepreneur may, provided they have clearly informed the consumer about this prior to the ordering process, refuse an order of multiple products with different delivery times;
  - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by them, has received the last shipment or part;
  - c. for agreements for regular delivery of products over a certain period: the day on which the consumer, or a third party designated by them, has received the first product.

*For services and digital content not delivered on a tangible medium:*

3. The consumer can terminate a service agreement and an agreement for the supply of digital content not delivered on a tangible medium during at least 14 days without giving any reason. The entrepreneur may ask the consumer for the reason for withdrawal but may not oblige them to state their reason(s).
4. The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

*Extended cooling-off period for products, services, and digital content not delivered on a tangible medium in case of failure to inform about the right of withdrawal:*

5. If the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period shall expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
6. If the entrepreneur has provided the information referred to in the previous paragraph within twelve months after the original cooling-off period started, the cooling-off period shall expire 14 days after the day the consumer receives the information.

### **Article 7 - Obligations of the Consumer During the Cooling-off Period**

1. During the cooling-off period, the consumer will handle the product and its packaging with care. The consumer will only unpack or use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The basic principle is that the consumer may only handle and inspect the product as they would be allowed to do in a shop.

2. The consumer is only liable for any diminished value of the product resulting from handling the product in a way that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for diminished value of the product if the entrepreneur did not provide all legally required information about the right of withdrawal before or at the conclusion of the agreement.

#### **Article 8 - Exercise of the Right of Withdrawal by the Consumer and Costs Thereof**

1. If the consumer exercises their right of withdrawal, they shall notify the entrepreneur within the cooling-off period using the model withdrawal form or in another unambiguous manner.
2. As quickly as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to the entrepreneur (or a representative of the entrepreneur). This is not required if the entrepreneur has offered to collect the product themselves. The consumer has observed the return period if they return the product before the cooling-off period has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs, or if the entrepreneur indicates that they will bear the costs, the consumer does not have to bear the costs of returning the product.
6. If the consumer withdraws after first explicitly requesting that the provision of a service or the supply of gas, water, or electricity not made ready for sale in a limited volume or set quantity begin during the cooling-off period, the consumer shall pay the entrepreneur an amount proportional to that part of the obligation which has been fulfilled by the entrepreneur at the time of withdrawal, compared to full compliance with the obligation.
7. The consumer does not bear any costs for the provision of services or the supply of water, gas, or electricity not made ready for sale in a limited volume or set quantity, or for the supply of district heating if:
  - a. the entrepreneur has failed to provide the consumer with the legally required information about the right of withdrawal, cost reimbursement in case of withdrawal, or the model withdrawal form; or
  - b. the consumer did not expressly request the commencement of the performance of the service or supply of gas, water, electricity, or district heating during the cooling-off period.
8. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium if:
  - a. prior to its delivery, they did not expressly agree to the commencement of compliance with the agreement before the end of the cooling-off period;
  - b. they did not acknowledge losing their right of withdrawal when giving their consent; or
  - c. the entrepreneur failed to confirm this statement from the consumer.
9. If the consumer exercises their right of withdrawal, all supplementary agreements will be dissolved by operation of law.

#### **Article 9 - Obligations of the Entrepreneur in Case of Withdrawal**

1. If the entrepreneur enables the consumer's notification of withdrawal electronically, they shall promptly send an acknowledgment of receipt after receiving this notification.
2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies them of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may wait to refund the payment until they have received the product or until the consumer proves that they have returned the product, whichever is earlier.
3. The entrepreneur shall use the same payment method that the consumer used for the refund unless the consumer agrees to a different method. The refund shall be free of charge for the consumer.
4. If the consumer opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

**Article 10 - Exclusion of the Right of Withdrawal**

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly stated this in the offer, or at least in good time before the agreement was concluded:

1. Products or services whose price is dependent on fluctuations in the financial market over which the entrepreneur has no control and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method whereby products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or has the possibility to be personally present at the auction under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content, and/or services;
3. Service agreements after full performance of the service, but only if:
  - a. the performance began with the consumer's explicit prior consent; and
  - b. the consumer declared that they lose their right of withdrawal once the entrepreneur has fully performed the agreement;
4. Package holidays as referred to in Article 7:500 of the Dutch Civil Code and agreements for passenger transport services;
5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services, and catering;
6. Agreements related to leisure activities, if the agreement provides for a specific date or period of performance;
7. Products manufactured according to the consumer's specifications that are not pre-manufactured and that are produced based on an individual choice or decision by the consumer or that are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that, for reasons of health protection or hygiene, are not suitable for return and whose seal has been broken after delivery;
10. Products that are, after delivery, by their nature, irrevocably mixed with other products;
11. Alcoholic beverages, the price of which was agreed upon at the time of conclusion of the agreement, but the delivery of which can only take place after 30 days, and whose actual value depends on market fluctuations over which the entrepreneur has no influence;
12. Sealed audio, video recordings, and computer software whose seal has been broken after delivery;
13. Newspapers, periodicals, or magazines, with the exception of subscriptions to them;
14. The supply of digital content other than on a tangible medium, but only if:
  - a. the performance has begun with the consumer's explicit prior consent; and
  - b. the consumer has declared that they lose their right of withdrawal.

**Article 11 - The Price**

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no control, at variable prices. This dependence on fluctuations and the fact that any prices listed are target prices will be stated in the offer.
3. Price increases within 3 months after the agreement is concluded are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the agreement was concluded are only allowed if the entrepreneur has stipulated this and:
  - a. they are the result of statutory regulations or provisions; or
  - b. the consumer has the right to terminate the agreement from the day the price increase takes effect.

The prices mentioned in the offer of products or services include VAT.

**Article 12 - Fulfillment of Agreement and Additional Warranty**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, reasonable requirements of reliability and/or usability, and the legal

provisions and/or government regulations in force on the date the agreement was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. An additional guarantee provided by the entrepreneur, their supplier, manufacturer, or importer will never limit the legal rights and claims that the consumer can enforce against the entrepreneur based on the agreement if the entrepreneur has failed to fulfill their part of the agreement.
3. An additional guarantee is understood to mean any commitment by the entrepreneur, their supplier, importer, or manufacturer in which they grant the consumer certain rights or claims that go beyond what they are legally obliged to do in the event they have failed to fulfill their part of the agreement.

### **Article 13 - Delivery and Execution**

1. The entrepreneur will exercise the greatest possible care when receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders promptly but no later than within 30 days unless a different delivery period has been agreed upon. If the delivery is delayed or if an order cannot or can only partially be carried out, the consumer will be informed of this no later than 30 days after placing the order. In this case, the consumer has the right to dissolve the agreement without cost and a right to any possible compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative unless expressly agreed otherwise.

### **Article 14 - Ongoing Transactions: Duration, Termination, and Renewal**

#### *Termination:*

1. The consumer may terminate an agreement that has been concluded for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, with due observance of the agreed termination rules and a notice period of no more than one month.
2. The consumer may terminate an agreement that has been concluded for a definite period and that extends to the regular delivery of products (including electricity) or services at any time at the end of the definite period, with due observance of the agreed termination rules and a notice period of no more than one month.
3. The consumer can:
  - a. terminate the agreements mentioned in the previous paragraphs at all times and not be limited to termination at a specific time or in a specific period;
  - b. at least terminate them in the same manner as they were concluded by them;
  - c. always terminate them with the same notice period that the entrepreneur has stipulated for themselves.

#### *Renewal:*

4. An agreement that has been concluded for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, an agreement that has been concluded for a definite period and that extends to the regular delivery of daily, news, and weekly newspapers and magazines may be tacitly extended for a definite period of no more than three months if the consumer can terminate this extended agreement by the end of the extension with a notice period of no more than one month.
6. An agreement that has been concluded for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month. The notice period is no more than three months if the agreement is for the regular, but less than once a month, delivery of daily, news, and weekly newspapers and magazines.
7. An agreement with a limited duration to introduce the regular delivery of daily, news, and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly continued and will automatically end after the trial or introductory period.

#### *Duration:*

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month unless the reasonableness and fairness oppose termination before the end of the agreed duration.

#### **Article 15 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period or, if there is no cooling-off period, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer receives the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to make an advance payment of more than 50%. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. If the consumer does not meet their payment obligation(s) on time, they are, after being informed by the entrepreneur of the late payment and the entrepreneur giving the consumer a period of 14 days to still fulfill their payment obligations, required to pay the statutory interest on the amount still due, and the entrepreneur is entitled to charge any extrajudicial collection costs incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% on the subsequent €2,500; and 5% on the following €5,000 with a minimum of €40. The entrepreneur may deviate from the stated amounts and percentages in favor of the consumer.

#### **Article 16 - Complaints Procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur within a reasonable time after the consumer has discovered the defects, fully and clearly described.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed response.
4. A complaint about a product, service, or the entrepreneur's service can also be submitted via a complaints form on the consumer page of the Thuiswinkel.org website [www.thuiswinkel.org](http://www.thuiswinkel.org). The complaint will then be sent both to the entrepreneur concerned and to Thuiswinkel.org.
5. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute resolution procedure.

#### **Article 17 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. If the entrepreneur directs their activities to the country where the consumer resides, the consumer can also invoke the mandatory provisions of the law applicable in their country.
2. Disputes between the consumer and the entrepreneur regarding the conclusion or execution of agreements related to products and services provided or to be provided by this entrepreneur may, with due observance of the following provisions, be submitted by both the consumer and the entrepreneur to the Thuiswinkel Disputes Committee, Postbus 90600, 2509 LP, The Hague ([www.sgc.nl](http://www.sgc.nl)).
3. A dispute will only be handled by the Disputes Committee if the consumer has first submitted their complaint to the entrepreneur within a reasonable time.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in a manner determined by the Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably, the consumer first notifies the entrepreneur.
6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer will be asked in writing by the entrepreneur within five weeks to state whether they agree to this or prefer to have the dispute handled by the competent court. If the entrepreneur does not receive the consumer's response within five weeks, the entrepreneur is entitled to submit the dispute to the competent court.
7. The Disputes Committee makes a decision under the conditions as set out in the regulations of the Disputes Committee ([www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel](http://www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel)). The Committee's decisions are binding.
8. The Disputes Committee will not handle a dispute or will discontinue the handling if the entrepreneur is granted a moratorium, has become bankrupt, or has effectively ceased business activities before a dispute is heard by the Committee and a final ruling is issued.
9. If, in addition to the Thuiswinkel Disputes Committee, another recognized or affiliated disputes committee with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Thuiswinkel Disputes Committee will have preferred competence for disputes primarily concerning the method of distance sales or service provision. For all other disputes, another recognized disputes committee affiliated with SGC or Kifid will be competent.

#### **Article 18 - Industry Guarantee**

1. Thuiswinkel.org guarantees the fulfillment of the binding recommendations of the Thuiswinkel Disputes Committee by its members unless the member decides to submit the binding recommendation to the court for review within two months of its dispatch. This guarantee revives if the binding recommendation has been upheld after judicial review and the ruling showing this has become final. Up to an amount of €10,000 per binding recommendation, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10,000 per binding recommendation, €10,000 will be paid out. For the remainder, Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding recommendation.
2. To apply this guarantee, the consumer must submit a written appeal to Thuiswinkel.org and transfer their claim against the entrepreneur to Thuiswinkel.org. If the claim against the entrepreneur exceeds €10,000, the consumer will be offered the option to transfer their claim insofar as it exceeds the amount of €10,000 to Thuiswinkel.org, which will then pursue payment on its own name and at its own expense to satisfy the consumer.

#### **Article 19 - Additional or Deviating Provisions**

1. Additional provisions or provisions deviating from these general terms and conditions may not be to the consumer's detriment and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable medium.

#### **Article 20 - Amendment of the Thuiswinkel General Terms and Conditions**

1. Amendments to these conditions will only take effect after they have been published in the appropriate manner, with the provision that in the event of applicable changes during the term of an offer, the most favorable provision for the consumer will prevail.

Thuiswinkel.org  
[www.thuiswinkel.org](http://www.thuiswinkel.org)  
Horaplantsoen 20, 6717 LT Ede  
Postbus 7001, 6710 CB Ede



## Annex I: Model Withdrawal Form

### Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the agreement)

- To: LABEL51

De Geer 8, 4004 LT, Tiel, The Netherlands

info@label51.com

- I/We\* hereby inform you that I/we\* cancel our agreement regarding  
the sale of the following products: [description of product]\*  
the delivery of the following digital content: [description of digital content]\*  
the performance of the following service: [description of service]\*

- Ordered on\*/received on\* [date of order for services or receipt of products]

- [Name of consumer(s)]

- [Address of consumer(s)]

- [Signature of consumer(s)] (only if this form is submitted on paper)

- [Date]

\* Strike out what does not apply or fill in what applies.

## **Annex II: Additional General Conditions LABEL51**

### **Table of Contents:**

- Article 1 - Right of Withdrawal
- Article 2 - The Price
- Article 3 - Warranty
- Article 4 - Delivery and Execution
- Article 5 - Complaints Procedure

### **Article 1 - Right of Withdrawal**

1. For products that are returned damaged or without the original packaging, a refund of 70% of the purchase price will be issued. Articles delivered via parcel service may be returned by the consumer free of charge and exclusively via this service. If the customer decides to return the package using their own carrier, this can be done at their own expense.
2. If items cannot be returned by post/parcel by the consumer, a collection fee of €75 will be charged. The article will be collected by a service arranged by the entrepreneur.

### **Article 2 - The Price**

1. Offers are subject to the availability of products.
2. Although the entrepreneur will exercise due care in formulating its offers, the customer can never derive justified confidence from the correctness of the data contained therein unless explicitly agreed otherwise in writing. All images, drawings, data regarding weights, dimensions, colors, etc., are approximate. Deviations from reality may occur because the colors of the products are displayed differently on your computer screen than in reality.

### **Article 3 - Warranty**

1. The consumer is expected to inspect the delivered goods thoroughly for defects immediately after delivery and to inform the entrepreneur in writing or by email as soon as possible in the event of any defects. If possible, the entrepreneur should be informed within 24 hours of defects that could be detected by careful inspection.
2. Order cancellation is possible provided that the order has not yet been shipped. If the order can no longer be canceled and the 30-day reflection period has not yet expired, the consumer may exercise their right of withdrawal. For any costs associated with the right of withdrawal, see Article 8. For custom orders, at least 30% of the purchase price will be charged to the consumer upon cancellation.

### **Article 4 - Delivery and Execution**

1. If the buyer chooses to collect the goods themselves, the purchased goods must be inspected by the buyer in advance.
2. Goods are delivered to the front door. Articles are not assembled on-site. Packing materials will not be taken back. Delivery takes place via parcel services. Bulky goods are delivered by internal or external delivery services arranged by the entrepreneur.

### **Article 5 - Complaints Procedure**

1. Without the original proof of purchase, it is not possible to file a complaint.
2. Complaints must be submitted electronically, including the order and/or invoice number, a clear description of the complaint, and photos or videos of the complaint to [service@label51.com](mailto:service@label51.com). If there are complaints about multiple items, visual material of each individual item must be included. For a complaint about a sofa or ottoman, an overview photo and a photo of the production sticker under the sofa must also be sent. Otherwise, the manufacturer will not process the complaint.
3. Complaints about the execution of the agreement must be submitted by email within 24 hours of receipt, fully and clearly described, after the consumer has discovered the defects.
4. Regardless of the liability based on the law and what has been agreed between the parties, the entrepreneur is not liable for damage resulting from causes that the entrepreneur did not know nor was required to know, such as:
  - a. the occurrence of discolorations, shrinkage seams, and/or cracks caused by direct exposure to heat sources such as the sun, central heating pipes, and fireplaces;



- b. changes in humidity levels or temperature, or too high or too low humidity in the room and surrounding areas.
  - c. The consumer is responsible for properly informing themselves in this regard.
- 5. The entrepreneur is entitled to charge call-out costs for service provision, provided that this has been communicated to the consumer in advance.