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General terms and conditions of sales

1. General terms and conditions

1.1 These general terms and conditions of sales are applicable to and are part of all sales agreements concluded by PURPLPRO.EU as seller of design furniture and various consumer goods (hereafter: "PURPLPRO.EU").

1.2 PURPLPRO.EU does not accept any general terms and/or conditions of customer (hereafter: "Customer"), except if and in as far as any condition or conditions have been accepted by PURPLPRO.EU in writing.

1.3 If PURPLPRO.EU's order confirmation contains any conditions which deviate from these general conditions, the condition in PURPLPRO.EU's order-confirmation will prevail.

2. Agreement

2.1 All offers and quotations of PURPLPRO.EU are without obligation and valid until 30 days after the date of being made.

2.2 All (on-line) sales by PURPLPRO.EU are confirmed by PURPLPRO.EU in writing (by e-mail, digital confirmation or by regular mail), and eventually approved and confirmed by a digitally confirmed sales contract.

2.3 The Customer is also deemed to have accepted PURPLPRO.EU's order if he has requested the execution of the order.

2.4 Any (order) confirmation(s) from the Customer which deviates from PURPLPRO.EU's order-confirmation, are only binding to PURPLPRO.EU if PURPLPRO.EU has accepted such deviations in writing.

3. Price and terms of payment

3.1 The price in PURPLPRO.EU 's order-confirmation is set fixed and inclusive of 21% Dutch VAT.

3.2 All taxes and excises of any nature whatsoever now or hereafter levied by a governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered, shall be paid and borne by Customer.

3.3 PURPLPRO.EU is entitled to increase the price retroactively if the cost price determining factors have been subject to an increase. These factors include, but are not limited to: production costs, raw and auxiliary materials, energy, products or materials obtained by PURPLPRO.EU from third parties, taxes, levies, governmental charges, freight costs and insurance premiums. PURPLPRO.EU shall notify Customer of such increase.

3.4 Set-off or retention of payment by the Customer is not allowed, unless PURPLPRO.EU confirmed in writing that set-off or retention of payment is allowed by Customer.

3.5 Customer shall be deemed to be in default without reminder or notice of default if it fails to effect payments due. Default interests may be charged at an annual rate of 12%.

3.6 In all cases PURPLPRO.EU remains, without any restriction, owner of the goods until the moment that the Customer has fulfilled all commitment(s) and payment(s) in full has been received by PURPLPRO.EU.

3.7 Upon completion additional storage fees of 1% of the total invoice price per week (with a minimum of EUR 50,- per week) will be charged to store merchandise if outstanding invoice balance is not paid in full and shipping arrangements have not been made within ten business days from the date of product reception from PURPLPRO.EU . The 1% charge will be compounding each week until outstanding invoice is paid in full and shipping arrangements have been paid.

3.8 PURPLPRO.EU is entitled to command a minimum of 100% payment in advance against online sales of the goods.

3.9 There are warranties with the goods of PURPLPRO.EU for the duration of twelve months after the Customer has purchased the goods. When issues arise, PURPLPRO.EU reserves the right to determine whether a replacement or repair is most appropriate. If PURPLPRO.EU decides to provide additional specific warranties regarding certain goods, this will be made clear in the order form. Warranties of PURPLPRO.EU explicitly do not apply to:

- (1) water damages to the goods of PURPLPRO.EU ;
- (2) damages as a result of reparations by third parties without the consent of PURPLPRO.EU;
- (3) adjustments to the goods of PURPLPRO.EU;
- (4) wrongful maintenance of the goods of PURPLPRO.EU ;
- (5) if the goods of PURPLPRO.EU have been used for other purposes than intended by PURPLPRO.EU;
- (6) extensive use of the goods of PURPLPRO.EU outdoor or in the rain

4. Delivery and delays

4.1 PURPLPRO.EU is entitled to partial shipment of order. Each delivery can be seen as a separate contract. It is Customer's responsibility to insure that goods will fit through doors, windows and/or lift. Prices exclude delivery by a postal service. Transit time depends on the particular situation.

4.2 PURPLPRO.EU shall be released from the agreed delivery dates and periods to the extent that and as long as circumstances occur, which substantially impede performance. All difficulties, irrespective of their nature, the sphere and segment of the supply chain in which they occur, such as force majeure and acts of god (e.g. flooding, ice, loss of harvest, et cetera) export and import restrictions, problems in production, problems in procuring commodities, disruption of operations (breakdown of equipment or machinery, fire, et cetera), strikes, shortage of personnel or any similar actions, states of emergency or loading and transportation difficulties are deemed to be substantial impediments to performance.

4.3 In the event of a substantial impediment to performance under clause 4.2, PURPLPRO.EU is entitled to rescind the contract with immediate effect without damages or extend the agreed delivery period by the duration of such impediment and time required to make adjustments or to be able to deliver. If such an extension period will be longer than two months, than Customer may rescind the agreement. If continuation of the agreement appears unreasonable for either party before the extension period has expired, that party may rescind or terminate the contract. PURPLPRO.EU shall give notice to the Customer of the duration of the extension period.

4.4 In case of extension of delivery, PURPLPRO.EU is entitled but not obliged to supply goods equivalent to those agreed with Customer or to replace failed deliveries with third-party goods of equal value and quality within the extension period.

4.5 In case Customer is in default with any obligation under the agreement with PURPLPRO.EU, than PURPLPRO.EU is entitled to postpone delivery by the same number of days as Customer was in arrears in addition to a reasonable period for making appropriate arrangements. PURPLPRO.EU is also entitled to suspend its own obligations as long as Customer is in default. In case Customer comes subject to bankruptcy law, PURPLPRO.EU may either suspend any obligations or cancel further deliveries; any loss or damages incurred by Customer's default is for the account of Customer.

4.6 Because of applicable E.U. law PURPLPRO.EU is entitled to request Customer for duly certified copies of custom's documents, certifying that the goods delivered by PURPLPRO.EU have been put into free circulation in the country of destination outside the E.U. Customer will hand these documents upon first request by PURPLPRO.EU.

Examination and conformity to specifications

5.1 On delivery the Customer shall examine the goods and verify that the delivered goods meet all contractual requirements.

5.2 Any complaints about the delivered goods should be made in writing and should reach PURPLPRO.EU not later than seven (7) days of the date of delivery and within seven (7) days from the date of discovery of any non-conformity of the goods. The use of the goods shall be deemed to be an unconditional acceptance of the goods and a waiver of all claims in respect of the goods.

5.3 Duly specified complaints do not affect the obligation of Customer to pay the price for the goods. Upon receipt of a notice of defect, PURPLPRO.EU is entitled to suspend all further deliveries until the complaints are investigated and established to be unfounded and/or refuted or until the defect has been totally cured.

6. Right of return

6.1 When ordering at PURPLPRO.EU, a cooling off period of 30 calendar days after delivery is applicable, unless explicitly excluded by PURPLPRO.EU . The Customer has the right to return the goods delivered on the following conditions:

(i) the goods must not be damaged. The original package must be available;

(ii) the goods must be in a state for re-selling by PURPLPRO.EU;

(iii) after receipt of the returned goods by PURPLPRO.EU, the order will be canceled. Any amount already paid by the Customer will be returned within 30 days of cancellation to the account of the Customer from the original payment.

(iv) cancellation of orders must be made in writing to PURPLPRO.EU.

The following goods are explicitly excluded from the right of return:

goods ordered for business projects;

Custom made goods. Such specially ordered and/or customized goods cannot be returned

7. Transfer of risk and property

7.1 The risk of the goods shall pass to Customer on delivery.

7.2 In case delivery of goods is suspended, pending payment by Customer , as well goods which delivery is wrongfully rejected or not accepted by Customer, shall be held and stored by PURPLPRO.EU at the risk and expense of Customer.

7.3 The ownership of the goods shall not pass to Customer and the full legal and beneficial ownership of the goods shall remain with PURPLPRO.EU, unless and until PURPLPRO.EU has received payment in full for the goods, including all secondary costs, such as interest, demurrage, charges, expenses, et cetera.

7.4 In the event of termination of the agreement with Customer, PURPLPRO.EU shall, without prejudice to any other rights of PURPLPRO.EU, be entitled to require immediate re-delivery of the goods for which it may invoke the retention of title.

7.5 Until payment for the goods has been done, Customer is entitled to use the goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall

(i) keep the goods separate clearly identified as goods of PURPLPRO.EU;

(ii) notify PURPLPRO.EU immediately of any claims by third parties which may affect the goods; and

(iii) adequately insure the goods.

8. Liability

8.1 In case liability of PURPLPRO.EU is established, such liability is limited to the loss or damage which was foreseeable at the time the contract was concluded up to a maximum amount equivalent to the purchase price agreed with PURPLPRO.EU. Under no circumstances PURPLPRO.EU shall be liable to Customer for any other kind of special, incidental, direct or indirect, consequential or punitive damages or loss, cost or expense, including without limitation, damage based upon loss of goodwill, loss of business, loss of sales or profits, work stoppage, production failure, impairment of other goods or otherwise and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation or otherwise.

10. Waiver

10.1 Failure of PURPLPRO.EU to enforce at any time any provision of these conditions, shall not be construed as a waiver of PURPLPRO.EU's rights to act or to enforce any such term or condition.

11. Limitation of action

11.1 No action by Customer shall be brought unless Customer first provides written notice to PURPLPRO.EU of any claim alleged to exist against PURPLPRO.EU within thirty (30) days after the event complaint of first becomes known to Customer and an action is commenced by Customer within twelve (12) months after such notice.

12. Governing law and jurisdiction

12.1 All disputes that arise from or in connection with the agreement and further agreements resulting there from, will be subject to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands.

12.2 The agreement is solely governed by Dutch law.

12.3 The applicability of the U.N. convention on contracts for the international sale of goods (CISG), concluded in Vienna on the 11th of April 1980, is excluded.

13. Compliance with laws and standards

13.1 PURPLPRO.EU makes no promise or representation that the goods shall conform to any law statute, ordinance, regulation codes or standard ("laws and standards") unless expressly stated in PURPLPRO.EU's confirmation or in the specifications. The goods may be subject to requirements or limitations under laws and standards in the country of delivery of the goods. Customer shall be exclusively responsibly for:

- (i) ensuring compliance with all laws and standards associated with its intended use of the goods; and
- (ii) obtaining all necessary approvals, permits or clearances for such use.

14. Intellectual property

14.1 The sale of goods to Customer shall not convey any license or right under any intellectual property rights, relating to the compositions and/or applications of the goods, and Customer expressly assumes all risks of any intellectual property infringement by reason of its importation and/or use of the goods, whether or not in combination with other materials or in any processing operation.