

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

Leta Meubelen

Trading name of HMB Meubelen B.V.
Park Forum 1132
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The Netherlands
Chamber of Commerce (KvK): 81227728

For B2B transactions only, including international deliveries.

Article 1 – Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

- a. Leta:** Leta Meubelen, the trading name of HMB Meubelen B.V., having its registered office in Eindhoven, the Netherlands, and registered with the Dutch Chamber of Commerce under number 81227728.
- b. Customer:** any natural person or legal entity acting in the course of a profession or business that negotiates with Leta, receives a quotation from Leta, places an order with Leta or enters into an agreement with Leta.
- c. Agreement:** any agreement between Leta and the Customer concerning the sale, manufacture and/or delivery of Products, including any amendment, supplement or subsequent order relating thereto.
- d. Products:** all goods offered, manufactured, sold and/or delivered by or on behalf of Leta, including furniture, project furniture, chairs, tables, sofas, benches, armchairs, bar stools, custom-made furniture, components, accessories and related products.
- e. Custom-made Products:** Products manufactured or procured specifically according to the Customer's requirements, specifications, dimensions, drawings, materials, fabrics, colours, finishes or other instructions.
- f. In Writing:** by letter, email or any other electronic means of communication capable of being reproduced.
- g. Quotation:** the commercial offer issued by Leta to the Customer containing the specific terms and conditions applicable to a particular order.

Article 2 – Applicability and Order of Precedence

1. These General Terms and Conditions apply to all quotations, offers, orders, order confirmations, agreements, deliveries, invoices and other legal relationships between Leta and the Customer, unless expressly agreed otherwise in writing.
2. Any general terms and conditions, purchasing conditions, project conditions, tender conditions or other terms of the Customer or third parties are expressly rejected, unless Leta has expressly accepted such terms in writing.
3. The specific terms and conditions stated in a quotation or order confirmation issued by Leta shall prevail over these General Terms and Conditions in the event of any inconsistency or conflict.
4. If the quotation expressly states that certain terms are decisive or prevailing, those terms shall take precedence over both these General Terms and Conditions and any terms and conditions of the Customer.
5. If the Customer provides its own purchase order, order document or confirmation containing terms that differ from those of Leta, such terms shall not apply unless Leta has expressly accepted the deviation in writing.
6. Any deviation from these General Terms and Conditions shall only be valid if expressly confirmed by Leta in writing.
7. If any provision of these General Terms and Conditions is found to be invalid or is annulled, the remaining provisions shall remain fully effective. The parties shall replace the invalid provision with a valid provision that most closely reflects its purpose and intended effect.
8. The failure of Leta to enforce any right or provision immediately shall not constitute a waiver of that right or provision.
9. Leta may amend these General Terms and Conditions. For existing Agreements, the version applicable at the time the Agreement was concluded shall remain applicable, unless otherwise agreed in writing or to the extent permitted by applicable law.

Article 3 – Quotations and Offers

1. Unless expressly stated otherwise, all quotations and offers issued by Leta are non-binding.
2. The specific provisions stated in the quotation shall prevail for the relevant order. By accepting the quotation, the Customer confirms that it has reviewed the quotation, product specifications and applicable terms and conditions before acceptance.
3. A quotation shall remain valid for the period stated therein. If no period is specified, the quotation shall remain valid for 30 days from the date of issue.

4. Quotations are based on the information, drawings, dimensions, quantities, materials and other details provided by the Customer.
5. The Customer guarantees the accuracy and completeness of all information supplied to Leta on which the quotation or execution of the order is based.
6. Obvious errors, mistakes, typographical errors or calculation errors in quotations, price lists, drawings or other documents shall not be binding upon Leta.
7. Images, renders, drawings, colour representations, samples and examples are for illustrative purposes only, unless expressly agreed otherwise in writing.
8. Minor deviations in colour, structure, grain, dimensions, materials, fabrics, patterns or finishes resulting from the natural characteristics of materials, manufacturing processes or normal production tolerances shall not entitle the Customer to cancellation, price reduction, replacement or compensation.
9. A quotation for a combination of Products does not oblige Leta to supply individual parts of such quotation separately at a corresponding proportion of the total price.

Article 4 – Formation of the Agreement

1. An Agreement shall be formed once the Customer has accepted the quotation or order in writing and Leta has accepted the order, or once Leta has commenced performance of the order.
2. The contents of Leta's quotation, any order confirmation and the specifications stated therein form the basis of the Agreement.
3. If the Customer proposes amendments or additions when accepting the quotation, the Agreement shall only be concluded on the basis of such amendments once Leta has confirmed them in writing.
4. By accepting the quotation, the Customer also accepts the applicability of these General Terms and Conditions and the specific terms stated in the quotation.

Article 5 – Products, Specifications and Custom-Made Products

1. The Customer shall carefully verify all Product specifications before placing an order.
2. For Custom-Made Products, all required information, including dimensions, colours, fabrics, materials, drawings, quantities, finishes and other technical specifications, must be complete and final before production commences.
3. If the Customer fails to provide the required information in a timely or complete manner, Leta shall be entitled to adjust the delivery period accordingly.

4. Changes to Custom-Made Products, production or material selections after acceptance of the order may only be made with the approval of Leta. Any additional costs, delays and other consequences shall be borne by the Customer.
5. If the quotation states that changes are no longer possible after acceptance, such provision shall prevail and the Customer shall have no right to request changes after acceptance.
6. Leta may make minor technical or production-related modifications where reasonably necessary for proper manufacture or construction, provided that such modifications do not materially affect the agreed Product.

Article 6 – Prices

1. Prices are stated in the quotation.
2. Unless otherwise stated in the quotation, all prices are exclusive of VAT.
3. Costs relating to assembly, unpacking, installation, special transport, permits, import, export, local taxes and other governmental charges are excluded unless expressly included in the quotation.
4. If, after conclusion of the Agreement, cost-increasing circumstances arise that cannot reasonably be borne by Leta, including increases in raw material prices, energy costs, labour costs, transport costs, exchange rates, import duties, taxes or governmental charges, Leta shall be entitled, to the extent permitted by law, to pass such additional costs on to the Customer.
5. Interim price changes and obvious typographical or calculation errors are reserved where stated in the quotation.

Article 7 – VAT, Taxes, Import Duties and Local Charges

1. The Customer shall be responsible for all taxes, VAT, import duties, local taxes, customs duties and other governmental charges relating to the purchase, delivery, import, installation, use or resale of the Products, to the extent that such charges have not expressly been included in the quotation by Leta.
2. If, after invoicing, delivery or payment, it becomes apparent that Leta is required under applicable law to pay VAT, sales tax, local taxes, import duties or any other governmental charge, including any tax assessment, additional assessment or tax adjustment, the Customer shall reimburse Leta in full for such amount.
3. This expressly includes situations in which a tax or charge is imposed on Leta due to the place of delivery, destination of the Products, application of a VAT exemption, reverse-

charge mechanism, intra-Community supply, export arrangement or any other tax treatment relating to the transaction.

4. If the Customer provides Leta with a VAT number, tax registration, exemption, permit, import status or other tax-related information, the Customer warrants that such information is correct, valid and applicable.
5. If a VAT number or other tax information supplied by the Customer subsequently proves to be invalid or cannot be used for the intended tax treatment, the Customer shall reimburse Leta for all resulting VAT, interest, assessments, penalties and other costs to the extent attributable to the Customer.
6. If Leta is required to charge or recover VAT or another tax after the original invoice has been issued, Leta shall issue an additional invoice to the Customer. The Customer shall pay such invoice within the payment period stated on the invoice.
7. The obligations under this Article shall survive delivery, payment and termination or expiry of the Agreement.

Article 8 – Payment

1. The payment terms stated in the quotation shall prevail.
2. Unless otherwise stated in the quotation, a 50% deposit shall be payable upon acceptance of the quotation and the remaining 50% shall be paid no later than three working days before delivery.
3. If Products are stored at Leta's warehouse pending call-off delivery, the remaining 50% shall be paid within 30 days after storage, unless otherwise agreed in writing.
4. Payments must be made without deduction, suspension, set-off or withholding.
5. A complaint or dispute concerning part of a delivery shall not entitle the Customer to suspend payment of undisputed amounts.
6. If the Customer fails to pay on time, the Customer shall be in default automatically upon expiry of the payment period, without any further notice of default being required.
7. From the date of default, the Customer shall owe statutory commercial interest.
8. All reasonable costs incurred by Leta to obtain payment, including extrajudicial collection costs, court costs and reasonable legal costs, shall be borne by the Customer to the extent permitted by law.
9. Payments shall first be applied to costs, then to interest and subsequently to the oldest outstanding invoices.
10. If Leta has reasonable grounds to doubt the Customer's ability to fulfil its payment obligations, Leta may require additional security before continuing production or delivery.

Article 9 – Delivery Period

1. The delivery period shall be stated in the quotation.
2. If the quotation states a delivery period of approximately 12 weeks, this period shall commence only after Leta has received both the signed order and the agreed deposit, and all required specifications for Custom-Made Products have been completed.
3. Delivery periods are indicative and shall not constitute strict deadlines unless expressly agreed otherwise in writing.
4. Exceeding an indicated delivery period shall not automatically entitle the Customer to compensation, termination of the Agreement or suspension of payment obligations.
5. If a delay results from missing information, changes, delays attributable to the Customer, suppliers, carriers, customs authorities, government authorities or other circumstances beyond Leta's reasonable control, the delivery period shall be extended accordingly.
6. If part of the Products is ready for delivery, Leta may make a partial delivery and invoice that part separately where reasonably possible.

Article 10 – Delivery, Transport and Receipt

1. The delivery method shall be stated in the quotation.
2. If the quotation includes delivery free of charge to a requested location in the Netherlands, this shall normally include delivery to that location, with the Products delivered indoors and packaged, unless otherwise agreed.
3. Free delivery does not automatically include assembly, unpacking, positioning, installation, delivery to upper floors, hoisting, moving or other on-site services.
4. If assembly or unpacking has been agreed, only the services expressly stated in the quotation shall be included.
5. The Customer shall ensure that the delivery location is accessible and suitable for the agreed means of transport.
6. The Customer shall arrange any required permits, loading and unloading facilities, lifts and other necessary access or site facilities.
7. If delivery cannot take place because the Customer or a person designated by the Customer is unavailable, the location is inaccessible or insufficient cooperation is provided, Leta shall be entitled to charge additional transport, storage and labour costs.
8. If the Customer refuses to accept the Products or postpones delivery, all resulting costs and risks shall be borne by the Customer.

Article 11 – Storage and Call-Off Orders

1. If Products are stored temporarily by Leta at the Customer's request, the Customer shall remain responsible for the agreed payment obligations.
2. If the quotation states that the remaining 50% is payable within 30 days in the case of storage pending call-off delivery, this specific provision shall prevail.
3. If the Customer fails to call off the Products within the agreed period or postpones delivery, Leta shall be entitled to charge additional storage costs.
4. If storage continues for longer than reasonably anticipated, Leta may require the Customer to take delivery of the Products or pay an additional storage fee.
5. In the event of prolonged storage, Leta may, after written notice, set a final deadline for collection or delivery.

Article 12 – Risk and Transport

1. The risk of loss, damage or destruction of the Products shall pass to the Customer in accordance with the agreed delivery terms.
2. Unless otherwise agreed, the risk shall pass to the Customer upon delivery of the Products.
3. If the Customer arranges transport itself or appoints a carrier, the risk shall pass to the Customer when the Products are handed over to that carrier, unless otherwise agreed in writing.
4. Additional arrangements regarding transport, insurance, customs, import and export may be made for international deliveries. Such arrangements should preferably be included in the quotation.
5. The Customer shall be responsible for all obligations allocated to it under the applicable delivery terms.

Article 13 – Inspection and Complaints

1. The Customer shall inspect the Products as soon as reasonably possible after delivery for quantities, visible damage and other immediately observable defects.
2. Visible damage or shortages must be reported to Leta in writing as soon as possible and no later than 48 hours after delivery.
3. Non-visible defects must be reported in writing as soon as possible after discovery and in any event no later than eight days after discovery.

4. A complaint must contain a sufficiently detailed description of the alleged defect and, where possible, be accompanied by photographs and other relevant information.
5. The Customer shall allow Leta a reasonable opportunity to inspect the complaint and the Product before any repair, installation or other work is carried out by third parties.
6. If a complaint is not reported within the applicable period, the Customer may lose its rights in respect of such complaint to the extent permitted by law.
7. Complaints shall not suspend the Customer's payment obligations.
8. Products may only be returned with Leta's prior written approval and in accordance with Leta's instructions.
9. If an investigation establishes that a complaint is unfounded, the reasonable investigation and related costs shall be borne by the Customer.

Article 14 – Warranty

1. The specific warranty provision stated in the quotation shall prevail.
2. Leta provides a one-year manufacturer's warranty on structural components, unless a different warranty period has expressly been agreed in writing in the quotation.
3. The warranty applies only to defects directly resulting from a material or construction fault arising during normal, careful and intended use of the Product.
4. At its discretion, Leta may fulfil its warranty obligations by repairing the Product, replacing the relevant component or Product, or providing another appropriate solution.
5. The warranty does not cover normal wear and tear or damage caused by:
 - incorrect or improper use;
 - overloading;
 - inadequate or incorrect maintenance;
 - use contrary to instructions;
 - unsuitable cleaning products or chemicals;
 - alcoholic beverages, acids, citric acids or similar substances;
 - UV exposure;
 - moisture, temperature or climatic conditions;
 - transport damage after transfer of risk;
 - storage;
 - assembly, repair or modification by third parties;
 - vandalism or damage caused by users;
 - normal ageing, colour changes or material characteristics.

6. Natural materials, wood, stone, leather, fabrics and similar materials may vary in colour, structure, grain, pattern and appearance. Such characteristics shall not constitute defects where they fall within normal material and production tolerances.
7. The warranty shall lapse if the Customer or a third party carries out repairs, modifications or other work on the Product without Leta's prior written approval.
8. Costs relating to dismantling, assembly, transport, accommodation, labour at the installation site, import, export, customs and other ancillary costs are excluded from the warranty unless expressly agreed otherwise in writing.
9. A warranty claim may only be made if the Customer has fulfilled its payment obligations towards Leta, except where mandatory law provides otherwise.

Article 15 – Suitability and Intended Use

1. The Customer is responsible for determining whether the Products are suitable for the intended use, location and conditions in which they will be used.
2. This includes, in particular, requirements relating to fire safety, construction, load-bearing capacity, hygiene, intensity of use, moisture, temperature, outdoor use, local regulations, permits and other specific requirements applicable at the relevant location.
3. If the Customer has specific requirements concerning the Products, these must be communicated to Leta fully and in writing before the Agreement is concluded.
4. Unless expressly agreed otherwise in writing, Leta's obligation of conformity shall not extend beyond supplying Products in accordance with the specifications agreed in the quotation.
5. If the Customer resells the Products, incorporates them into another product or makes them part of a larger installation, the Customer shall be responsible for the suitability of the final application.

Article 16 – Cancellation and Termination by the Customer

1. An order placed by the Customer may only be cancelled with Leta's prior written consent.
2. Leta shall not be obliged to accept a cancellation request.
3. If Leta agrees to a cancellation, the Customer shall reimburse all costs already incurred and obligations entered into by Leta.
4. Such costs may include:
 - materials already purchased;
 - fabrics already ordered;

- Products already manufactured;
 - supplier costs;
 - transport costs;
 - design and engineering costs;
 - reserved production capacity;
 - labour costs;
 - storage costs;
 - other non-refundable costs.
5. For Custom-Made Products, specially procured Products or Products specifically manufactured or ordered for the Customer, cancellation shall only be possible with Leta's written consent. In such case, the Customer shall in principle remain liable for the full agreed price, less any amounts demonstrably saved by Leta as a result of the cancellation.
6. If the quotation contains specific cancellation conditions, those conditions shall prevail over this Article.

Article 17 – Force Majeure

1. Leta shall not be liable for failure to fulfil any obligation if it is prevented from doing so by circumstances beyond its reasonable control.
2. Force majeure shall include, among other things: war, terrorism, armed conflicts, government measures, sanctions, pandemics, epidemics, fire, flooding, natural disasters, power failures, cyber incidents, operational disruptions, strikes, transport problems, blockades, shortages of raw materials or other materials, supplier failures, carrier failures, import and export restrictions, customs problems and disruptions in international logistics chains.
3. In the event of force majeure, Leta may suspend performance of its obligations for as long as the force majeure situation continues.
4. If the force majeure situation continues for more than 60 days, Leta shall be entitled to terminate the Agreement in whole or in part without being liable for compensation.
5. To the extent Leta has already performed part of the Agreement or has manufactured or purchased Products, Leta shall be entitled to invoice such part separately.

Article 18 – Retention of Title

1. All Products delivered by Leta shall remain the property of Leta until the Customer has fully fulfilled all obligations arising from the relevant Agreement.
2. This includes payment of all outstanding amounts, interest, collection costs, damages and other amounts owed by the Customer under the Agreement.

3. As long as ownership has not transferred, the Customer may not pledge the Products or otherwise encumber them.
4. The Customer shall store Products supplied under retention of title carefully and in a manner that makes it clear that they remain the property of Leta.
5. If the Customer fails to fulfil its obligations, Leta shall be entitled to repossess Products subject to retention of title.
6. The Customer hereby grants Leta irrevocable permission to enter locations where such Products are located insofar as necessary to exercise Leta's retention of title.
7. If third parties seize Products subject to retention of title or intend to establish or assert rights over such Products, the Customer shall immediately inform Leta in writing.
8. The Customer shall keep Products subject to retention of title adequately insured against, among other things, fire, theft and water damage, insofar as reasonably possible.

Article 19 – Suspension and Security

1. Leta may suspend performance of its obligations if the Customer fails to fulfil its obligations fully or on time.
2. Leta may also suspend performance if circumstances arising after conclusion of the Agreement give Leta reasonable grounds to believe that the Customer will not fulfil its obligations.
3. Leta may request additional security at any time if the Customer's financial position or payment history gives reasonable cause to do so.
4. If the Customer fails to provide sufficient security within a reasonable period specified by Leta, Leta shall be entitled to terminate the Agreement in whole or in part.

Article 20 – Engagement of Third Parties

1. Leta is entitled to engage third parties for the performance of the Agreement.
2. Leta may subcontract all or part of the production, services or other activities required for the execution of an order.
3. If work is carried out at the Customer's premises or at a location designated by the Customer, the Customer shall provide all facilities reasonably required for the safe and proper performance of such work free of charge.
4. The Customer shall ensure that the working environment is safe and suitable for the work to be performed.

5. To the extent permitted by law, the applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.

Article 21 – Intellectual Property

1. All intellectual property rights relating to designs, drawings, models, 3D files, images, calculations, product concepts, quotations, advice, technical information, catalogues and other materials developed or supplied by Leta shall remain vested in Leta or its licensors.
2. Without Leta's prior written consent, such materials may not be copied, distributed, published, provided to third parties or used for purposes other than the performance of the Agreement.
3. The Customer warrants that drawings, designs, images, materials and instructions supplied by the Customer do not infringe the rights of third parties.
4. The Customer shall indemnify and hold Leta harmless against third-party claims arising from designs, materials, images or other instructions supplied by the Customer.
5. Leta shall remain entitled to reuse knowledge and experience acquired during the performance of orders, provided that no confidential information of the Customer is disclosed.
6. Leta may use photographs of completed projects and Products for portfolio, marketing and communication purposes unless otherwise agreed in writing beforehand.

Article 22 – Liability

1. If Leta is liable for damage, such liability shall be limited in accordance with this Article and any specific liability limitation stated in the quotation.
2. Leta shall only be liable for direct damage that is the direct result of an attributable failure by Leta to perform its obligations.
3. If the quotation contains a specific liability limitation, that limitation shall prevail. The liability limitation stated in the quotation, being a maximum of 10% of the order value and in any event no more than EUR 10,000 per event or series of related events, shall apply.
4. Direct damage shall exclusively mean:
 - reasonable costs incurred to establish the cause and extent of the damage;
 - reasonable costs incurred to remedy an attributable failure by Leta;
 - reasonable costs incurred to prevent or mitigate direct damage.
5. Leta shall not be liable for indirect or consequential damage, including:
 - loss of profit;

- loss of revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of opportunities;
 - reputational damage;
 - non-material damage;
 - production losses;
 - data loss;
 - third-party damage;
 - damage resulting from product recalls.
6. Leta shall not be liable for damage resulting from incorrect, incomplete or untimely information, drawings, specifications or instructions supplied by the Customer.
 7. Leta shall likewise not be liable for damage resulting from use of the Products in a manner for which they were not designed or intended.
 8. Any claim for liability must be reported to Leta in writing and with reasons as soon as reasonably possible.
 9. The limitations of liability in this Article shall apply to the extent permitted by applicable law.
 10. The limitations of liability shall not apply to damage caused by wilful misconduct or deliberate recklessness on the part of Leta's management, to the extent that applicable mandatory law does not permit such limitation.

Article 23 – Indemnification by the Customer

1. The Customer shall indemnify and hold Leta harmless against third-party claims relating to the Products or their use, insofar as such claims arise from circumstances attributable to the Customer.
2. This indemnification shall in particular include claims arising from:
 - incorrect use;
 - incorrect assembly;
 - processing or modification of Products;
 - resale;
 - use contrary to instructions;
 - use for a purpose other than the intended purpose;
 - designs or materials supplied by the Customer;
 - failure to comply with local laws and regulations.

Article 24 – Termination

1. Leta shall be entitled to terminate the Agreement in whole or in part if the Customer fails to fulfil its obligations and such failure justifies termination.
2. Leta may also terminate the Agreement in whole or in part in the event of bankruptcy, suspension of payments, cessation of business activities, attachment of a substantial part of the Customer's assets or other circumstances indicating that the Customer is no longer able to fulfil its obligations.
3. Upon termination, all outstanding claims of Leta against the Customer shall become immediately due and payable.
4. If termination results from a failure attributable to the Customer, the Customer shall compensate Leta for the resulting damage to the extent permitted by law.
5. If Leta suspends performance or terminates the Agreement pursuant to this Article, Leta shall not be liable for any resulting damage suffered by the Customer, to the extent permitted by law.

Article 25 – Export Controls, Sanctions and Compliance

1. The Customer warrants that the Products will not be used, supplied, resold or exported in violation of applicable laws and regulations.
2. The Customer shall be responsible for obtaining permits and approvals required for the import, export, use or resale of the Products, unless otherwise agreed in writing.
3. If Leta reasonably suspects that performance of the Agreement may violate sanctions legislation, export control regulations, anti-corruption laws or other applicable legislation, Leta may suspend performance or terminate the Agreement without being liable for any resulting damage.

Article 26 – Personal Data

1. Leta processes personal data only insofar as necessary for the performance of Agreements, administration, invoicing, communication, legal obligations and legitimate business interests.
2. Leta shall process personal data in accordance with applicable privacy legislation.
3. Personal data may be retained for the statutory tax, accounting and administrative retention periods.
4. Where personal data is processed on the basis of a legal obligation or legitimate interest, no separate consent from the Customer is required.

5. The Customer may exercise its statutory rights relating to personal data in accordance with Leta's privacy policy.

Article 27 – Confidentiality

1. The parties shall treat confidential information received from one another in connection with the Agreement as confidential.
2. Information shall be considered confidential where its nature reasonably indicates confidentiality or where the disclosing party has identified it as confidential.
3. The confidentiality obligation shall not apply to information that:
 - was already publicly available;
 - was lawfully obtained from a third party;
 - was independently developed;
 - must be disclosed pursuant to a legal obligation.
4. This obligation shall remain in effect after termination of the Agreement.

Article 28 – Limitation Period

1. To the extent permitted by law, any claim or defence of the Customer against Leta shall become time-barred one year after the Customer became aware, or reasonably could have become aware, of the facts giving rise to such claim or defence.
2. This Article shall not affect mandatory statutory limitation periods from which the parties may not deviate.

Article 29 – Governing Law

1. All quotations, Agreements and legal relationships between Leta and the Customer shall be governed exclusively by the laws of the Netherlands.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG), also known as the Vienna Sales Convention 1980, is expressly excluded.
3. The application of foreign law is excluded to the extent legally permissible.

Article 30 – Disputes and Jurisdiction

1. Any dispute arising from or relating to an Agreement between Leta and the Customer shall, where reasonably possible, first be discussed between the parties with a view to reaching an amicable solution.

2. If the dispute cannot be resolved amicably, it shall be submitted to the competent court in the Netherlands.
3. To the extent permitted by law, the courts of the judicial district in which HMB Meubelen B.V. has its registered office shall have exclusive jurisdiction.
4. Leta shall nevertheless remain entitled, to the extent permitted by law, to bring proceedings before any other court having jurisdiction under applicable law.

Article 31 – Language

1. These General Terms and Conditions may be made available in multiple languages.
2. In the event of any discrepancy or difference in interpretation between the Dutch version and a translated version, the Dutch version shall prevail.
3. The Dutch version shall constitute the authentic version of these General Terms and Conditions.

Article 32 – Provision and Availability

1. These General Terms and Conditions shall be made available to the Customer before or upon conclusion of the Agreement.
2. By accepting Leta's quotation or Agreement, the Customer confirms that it has received, reviewed and accepted these General Terms and Conditions.
3. The most recent version of these General Terms and Conditions may also be made available through Leta's website.
4. Upon request, Leta shall provide the General Terms and Conditions again in a reproducible form.

Article 33 – Final Provision and Order of Precedence

1. These General Terms and Conditions, together with Leta's quotation, any order confirmation and any other written agreements expressly accepted by Leta, constitute the contractual framework between the parties.
2. In the event of any conflict or inconsistency, the following order of precedence shall apply:
 1. the specific and expressly agreed terms stated in Leta's quotation;
 2. written supplementary agreements expressly confirmed by Leta after the quotation;
 3. Leta's order confirmation, insofar as it does not deviate from the quotation;
 4. these General Terms and Conditions of Sale, Delivery and Payment;

5. any terms and conditions of the Customer, but only insofar as expressly accepted by Leta in writing.
3. The Customer may not rely on any provision contained in its own general terms and conditions unless such provision has been expressly accepted by Leta in writing.
4. By accepting Leta's quotation, the Customer confirms that it has read and accepted the specific terms stated in the quotation as well as these General Terms and Conditions.

Leta Meubelen

Trading name of HMB Meubelen B.V.

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