Borja By Limmat
Prêt-à-Porter

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS AND THE ATTACHED ANNEXES AND APPENDICES CAREFULLY BEFORE PLACING ANY ORDER ON OUR WEBSITE.

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PREAMBLE AND SCOPE

St Michel de Grandvain Limmat GmbH (hereinafter referred to as „we"), headquartered at
Tödistrasse 16, 8002 Zürich, Switzerland, operates an online boutique accessible via
www.borjabylimmat.zuerich
and through its redirecting website www.borjabylimmat.com (collectively hereinafter referred to as "the Websites").

All orders placed by the customer (hereinafter referred to as „you" or „client“) on our Websites are governed by the version of our Terms and Conditions (hereinafter referred to as TC or General TC or Terms and Conditions of St Michel de Grandvain Limmat GmbH) in effect at the time the order is placed.

The Terms and Conditions are divided into the following sections:

- The Main Body encompassing titles A to O
- The annexes:

- Annex 1 contains the supplementary terms and conditions governing the sale of the product named “**BoRJa bY LIMmat ZÜRICH® Phygital Florida Art Passport”** evidencing a bespoke B2B Intellectual Property Agreement, including Downloadable Virtual Asset (s), a certificate of Authenticity and Creator Credentials together with its appendices.

This Annex applies exclusively to verified and pre-approved legal entities intending to purchase this product.

Access to Annex 1 is restricted and will be granted only upon successful completion of a pre-approval process conducted by us.

Eligible Clients will receive access to annex 1 together with a pre-approval number.

The execution of annex 1 is a mandatory condition for the purchase of the product **BoRJa bY LIMmat ZÜRICH® Phygital Florida Art Passport and** must be duly signed using a Swiss Qualified Electronic Signature (QES) in accordance with applicable Swiss law.

To initiate the pre-approval process and obtain access to Annex 1, please contact: internalcontrol@borjabylimmat.zuerich.

- Annex 2 **Supplementary Terms and Conditions governing the sale of a wedding dress or a dress of the collection „white carpet",** gala gowns" and wedding dresses

- **Annex 3 Supplementary Terms and Conditions governing the sale of products Business to Business (B2B)**

- **Annex 4 Personal Data and Cookies Policy**

Furthermore:

Annex 4 **„Personal Data and Cookies Policy"** applies whatever product you purchase.

If you purchase the product **BoRJa bY LIMmat ZÜRICH® Phygital Florida Art Passport**, annex 1 together with its Appendices apply in addition to the terms and conditions in the Main Body. If there is any conflict between the provisions in theMain Body and annex 1, the provisions in Annex 1 will take precedence.

If you purchase a dress of the collection "white carpet", gala gowns" and wedding dresses, annex 2 applies in addition to the terms and conditions in the Main Body. If there is any conflict between the provisions in the Main Body and annex 2, the provisions in annex 2 will take precedence.

If you purchase a product B2B: annex 3 applies in addition to the terms and conditions in the Main Body. If there is any conflict between the provisions in the Main Body and annex 3, the provisions in annex 3 will take precedence.

Scope of Products and Creative Services

Through its Websites, St Michel de Grandvain Limmat GmbH (the "Company") offers physical and digital products and, where expressly specified in the relevant product description or order confirmation, related creative and bespoke services.

These offerings may include fashion and branded accessories, designer tableware and home objects, artworks and paintings, individually designed artistic objects, custom-made art installations, and projector-based light installations featuring bespoke artistic programming created or customised for a specific artwork.

Certain products and services may be individually designed, configured or customised for the Client. Their specific characteristics, scope, technical requirements, delivery arrangements and applicable intellectual property and usage rights shall be described in the relevant product listing, order confirmation or applicable supplementary terms.

Specific Terms and Conditions

Where specific supplementary terms and conditions, annexes or product-specific provisions apply to a particular product or service, those specific provisions shall prevail over the general provisions of the Main Body of these Terms and Conditions in the event of any conflict. The Main Body shall continue to apply to all matters not specifically addressed by the relevant specific provisions, subject always to mandatory applicable law.

A. GENERAL INFORMATION

The company St Michel de Grandvain Limmat GmbH (we), registered in Switzerland, is the seller, offeror, and marketer of the physical and digital products offered for sale on theWebsites including the products sold under

the Swiss registered trademarks "BoRJa bY LIMmaT®" “BoRJa bY LIMmaT Zürich®” and "Beau siècle Tableware®".

References to "BoRJa bY LIMmaT (BBL) aka Borja By Limmat (BBL)" designate a creative, editorial or commercial designation used within the BoRJa bY LIMmaT® creative universe. It designates an unregistered sub-line of BoRJa bY LIMmaT®. All Borja by LIMmaT (BBL) products are offered exclusively by St Michel de Grandvain Limmat GmbH.

Headquarter: Tödistrasse 16, CH-8002 Zürich, Switzerland
UID number: CHE-159.214.610
Handelsregister Firmennummer**: CH-020.4.075.293-6
EHRA-ID: 1507006
Legal form: Swiss limited liability company
Managing director: Pamela Woreth
Contact Email: corporate@borjabylimmat.com

B. DEFINITIONS

Product: our sale offering includes products that are digital and physical.

Physical Products: Physical products include fashion products and branded wearables, bags and accessories, designer tableware, home and lifestyle accessories, artworks and paintings, artist-designed objects, bespoke decorative items, projectors and components intended for artistic installations.

Art Installations: Custom-made artistic installations and associated components or services, including light-projection installations designed for or used in connection with artworks.

Programme: The proprietary or bespoke light-projection programming, sequences, software, configurations, creative direction, technical methods and associated materials created or customised by the Company for use with a designated artwork and projector.

Digital Products: it includes Downloadable Virtual Assets authenticated by a soulbound non
fungible token.
Personalized Product (or “Customized Product” or“Individualized Product”) means any product that is made, produced, modified, or configured based on the Client’sindividual specifications or instructions, including, without limitation , the incorporation of text, names, initials, or other elements submitted by the Client via the “product options” field during the ordering process.
B2B Product: the sale of those products is restricted to customers that are legal entities.
Wedding Dress and Dress (es) of the "white carpet" collection: Please refer to annex 2.
Transaction: means any purchase, order, or payment made by a Client through the e-shop, whether completed in a single operation or through a series of related or linkedoperations.For the purposes of these Terms and Conditions, multiple purchases or payments that appear to be connected, coordinated, or structured (including split transactions) may be considered as a single Transaction.
VAT: Value Added Tax

C. SUSTAINABILITY, TRANSACTION LIMITS AND COMPLIANCE

We adhere to the principle of transparency in business practices.

By being transparent regarding data security and scalable offerings, we contribute to these global sustainability efforts.

We use technology to protect you against potential security threats.

As a Fashion Company with a strong regulatory focus, we are very attentive to your confidentiality and to security matters.

To be one of our clients, you need to be willing to assume additional time to comply with additional security requirements including, as the case

might be, opening scripted emails sent by us for customer service communication.

We may use the Swiss encrypted email solution "Incamail". Please refer to www.incamail.com for more details.

We use defined processes to provide scalable & compliantsolutions.

To be one of our clients, you need to be willing to assumeadditional time to comply with specific requirements shouldyou request a scalable product offering from us and should we agree to provide this solution for you.

For example, for the purchase of the product „DownloadableVirtual Asset authenticated by a soulbound Non Fungible Token“, you might need to comply with additional requirements, such as signing a specific intellectual property right agreement if upgrading your rights of use and it might be necessary for the execution of the contract to adjust the processing of your personal data.

Transaction Limits and Compliance

- **To comply with applicable anti-money laundering and regulatory requirements, certain transactions may be subject to limits.**

  The maximum amount per transaction or per series of linked transactions is limited to EUR 10,000 for the purchase of digital products.

  We reserve the right to refuse, suspend, or cancel any transaction that exceeds this limit, appears to be linked to multiple or split transactions, or raises compliance concerns.

- Additional verification measures may be required where necessary to comply with applicable laws and regulations.

For customers that are legal entities, we may require information about ultimate beneficial owners (UBOs) in order to comply with applicable EU AML customer due diligence requirements. High-value transactions may

trigger enhanced verification or reporting obligations under EU anti-money-laundering rules.

D. FORMATION OF THE SALES AGREEMENT

To complete your order, you follow the following steps:

STEP1. Order Summary and Order Validation

Before validating your shopping cart/order, please review your order in the "Order Summary". If any corrections are needed, you can make them by clicking the back arrow.

You validate your shopping cart /order by clicking on "I have checked and validated the products in my shopping cart and the total price including postage, packaging cost, tax, and fees."

STEP 2. Agreement to the Terms and Conditions

You will be prompted to:

- Read and agree to the **Personal Data and Cookies Policy and the Terms and Conditions** (TC).

STEP 3: Click on the "Order with Obligation to Pay" button.

By doing so, you accept our offer, and you commit to pay the price, thereby entering into the sales Agreement.

The contract is based on the total price displayed in your shopping cart.

STEP 4: Enter your delivery details, such as address and name and instruct us where to

ship your purchased goods.

STEP 5: Enter your credit card information on the**Payment Interface t**o authorize us to debit your credit card for the total amount of the order.

If they are sufficient fund, the credit card is provisionally blocked (an authorization hold).

The order is processed once the payment is successfully made, reviewed and confirmed and after the payment transaction has been settled by our PSP (payment service provider).

STEP 6: Order Confirmation

We will immediately send an order confirmation to the email address you provided. Please
check your spam folder if you do not receive it promptly.

Should you not receive it, contact us immediately at
help@borjabylimmat.zuerich

E. ORDER PROCESSING, PRODUCT INFORMATION & PACKAGING COST

After above mentioned step 6, there is usually 48-hour before the beginning of the order processing.

We strive to process and deliver your order as quickly as possible .
Typically, if you place your order during the weekend or on a public holiday, the processing time will be extended.

You will receive a **shipping confirmation email** once your order has been shipped.

For the product packaging, 6 CHF flat is charged to you and included in the product price.

Product Information & Labeling and Accompanying Documentation

For reasons of comfort and design, our garments and bags are, where legally permitted, supplied without interior sewn-in labels.

Product information, including the country of origin, textile fibre composition and care instructions, shall be made available on the relevant product page of our Website and kept accessible online for as long as the product is offered for sale, subject to technical availability.

A printed copy of the product-specific information, including the applicable textile composition and care instructions, shall accompany each physical product delivered to the Client. A printed copy of the version of these General Terms and Conditions in force at the time the order was placed shall also accompany each shipment.

The online and accompanying printed information is intended to provide clear and accessible product information and must be read together with these Terms and Conditions. Nothing in this provision excludes or limits any mandatory product-labelling or consumer-information requirements applicable in the country where the product is marketed or delivered.

Product Availability and Substitutions

All products are subject to availability from our suppliers. In the event that an ordered product, design, format, packaging, or specification becomes unavailable after an order has been placed, we reserve the right to offer a substantially similar alternative product. The customer will be informed and may approve or reject the proposed substitute. If no suitable alternative is accepted, the customer will be entitled to a refund of the affected item.

F. PAYMENT, VAT, BILLING AND CREDIT CARD PROCESSING & SECURITY

The full amount is due at the time of purchase.

-All orders must be paid by credit card or with Twint (Swiss trusted mobile payment App). Digital Products may be required to be paid by bank transfer.

-The billing address shall match the delivery address and shall be located in Switzerland or in Florida/US (if delivery address is in the US, we only ship personalized products)

- When you e**nter your credit card information** on the**Payment Interface t**o authorize us to debit your credit card for the total amount of the order:

If they are sufficient fund, the credit card is provisionally blocked (an authorization hold).

The order is processed once the payment is successfully made, reviewed and confirmed and after the payment transaction has been settled by our PSP (payment service provider).

We will not process your order until the payment has been fully verified and the payment
transaction has been settled.

Until full payment is received, ownership of the products remains with us.

We use SSL (Secure Socket Layer), an asymmetric encryption method that protects your credit card data from interception or manipulation during transmission.

Prices are displayed exclusive of VAT unless otherwise stated.

VAT shall be applied in accordance with applicable Swiss and international tax regulations.

Product Availability and Substitutions

All products are subject to availability from our suppliers. In the event that an ordered product, design, format, packaging, or specification becomes unavailable after an order has been placed, we reserve the right to offer a substantially similar alternative product. The customer will be informed and may approve or reject the proposed substitute. If no suitable alternative is accepted, the customer will be entitled to a refund of the affected item.

G. CANCELLATION, WITHDRAWAL, RETURN POLICY AND PERSONALIZATION POLICY

- We deliver products within Switzerland and to Florida, United States only.

For deliveries to the United States, only Personalized Products may be shipped.

Personalized digital products, as well as certain PersonalizedProducts such as paintings and dresses from the “White Carpet Collection", may be available for international delivery upon prior request and confirmation by us.

If you wish to order a Personalized Product for international delivery, you must contact us in advance at corporate@borjabylimmat.zuerich.

No Right of Cancellation, Withdrawal or Return:

- For all products delivered within Switzerland ,
- and for all Personalized Products (including digital products, paintings, and dresses),

Subject to applicable regulations, there is no right of cancellation, no withdrawal period, and no right of return, except in the case of defects.

Due to their custom nature, personalized items are final sale and non-returnable, in accordance with applicable consumer regulations. Exceptions are made only for verifiable manufacturing defects or transit damage, which must be reported within seven (7) days of delivery.

Exceptional Returns

Returns may only be accepted on an exceptional basis and our sole discretion.

In such cases, the Client may be responsible for all returnshipping costs.

Definition Reminder

- For the purposes of these Terms and Conditions, a Personalized Product includes any product made or modified according to the Client’s specifications, including, without limitation, the addition of customized text (such as a name, initials, or other elements) provided through the “productoptions” field at the time of order.

All products offered by St Michel de Grandvain Limmat GmbH under the Borja by Limmat® brand or its creative universe are individually configured as part of the ordering process.

As an integral element of the House's design philosophy, customers are required to select a two-character personalization before production may commence.

This personalization forms part of the product's identity, specification and manufacturing process.

No product offered by St Michel de Grandvain Limmat GmbH under the Borja by LIMmaT® brand or brand universe is manufactured as a generic stock item.

The selected characters remain subject to review and approval by St Michel de Grandvain Limmat GmbH.

The Company reserves the unrestricted right, at its sole discretion and without obligation to provide any explanation or justification, to refuse, reject, modify, substitute or remove any requested personalization.

Personalizations may be refused where they are considered inappropriate, offensive, defamatory, discriminatory, unlawful, misleading, politically sensitive, commercially harmful, inconsistent with the values, image, aesthetic direction or legitimate business interests of Borja by Limmat® or St Michel de Grandvain Limmat GmbH, or otherwise unsuitable for production.

Because all products are individually configured, each product constitutes a made-to-order item.

Subject to mandatory provisions of applicable law, such products may not be cancelled, exchanged, returned or refunded, for example on the basis of personal preference, personalization choices, aesthetic considerations or change of mind once production has commenced.

H. DELIVERY/SHIPPING POLICY

Delivery Locations

By principle, we ship our products in Switzerland or in Florida (US) only (if delivery address is in the US, we only ship personalized products).

Shipping Methods

Shipping Options

We currently offer the following shipping options, subject to the below mentioned general conditions for shipping

United States – Standard Shipping

- Delivery is available **only to the state of Florida**.
- **Only customized products** are shipped to the United States.
- Shipping fees are calculated at checkout and range from**CHF 30.00** (for orders of **CHF 501 and above**) to **CHF 45.00** (for all other orders).

Switzerland – Standard Shipping

- Shipping is available within **Switzerland**.
- Shipping fees range from **CHF 0.00** (for orders of **CHF 501 and above**) to **CHF 25.00** (for orders of **up to CHF 500**), as calculated at checkout.

General Conditions for shipping

- Shipping costs depend on the destination, product type, and order value and will be confirmed before order completion.
- Delivery times are estimates and may vary due to customs clearance, carrier delays, or force majeure events.
- The Seller reserves the right to restrict delivery to certain destinations or product categories at any time.
- For an order of a product of the trademark "Beau Siècle Tableware" or any other physical product: we reserve the right to cancel the order if the effective delivery cost, as calculated based on the applicable Swiss Post shipping rates at the time of order processing, exceeds CHF 100, unless the customer agrees to pay the additional cost.

Exclusions

- The above shipping options **do not apply to products called “gala gowns”, wedding dresses, paintings** or to any **visual or sensory materials sold together with or in connection with a painting**, including but not limited to **sound, light, or visual installations**.
- Shipping or delivery conditions for such items will be communicated **separately** and may be subject to specific arrangements.

Delivery and Billing Address: The delivery and billing address must be the same.

Missed Delivery

If you are not present to receive your delivery or do not collect it, the package will be held at the nearest post office or a local pickup point for a limited time, aroun**d 10 days.**

If a second delivery attempt is required, additional postage fees might apply and will be charged to you.

If the package is not collected or requested by you within45 days, we will notify you by email and if no response is given within 10 days we will send you a reminder by postmail and if still no response is given, we reserve the right to withdraw our delivery obligation and retain half of thepayment.

Missing or Lost Packages

- **Responsibility:** We are **not responsible** for delayed, lost, or stolen packages once they have been shipped.
- **Tracking:** If your tracking information indicates that the package has been delivered but you have not received it, please **contact your local postal carrier** directly, as they are best equipped to assist you.
- **Incorrect Address:** If a package is **undeliverable** and returned to us due to an incorrect, incomplete, or insufficient address provided by the customer, you will be responsible for any **additional shipping or re-shipping fees**.

Shipping & Delivery Requirements

1. Customer Information

- Orders must include a **first name, last name, and complete mailing address**.
- Customers are responsible for providing **accurate and complete information** to ensure successful delivery.

2. Address or Order Changes

- **Changes to an order or shipping address** may be requested **before the order is processed or shipped**.
- Once an order has been processed for shipment, changes may **no longer be possible**, and the original address will be used.

3. Shipping Restrictions

- We **do not ship to P.O. Boxes, APO/FPO addresses, or similar mail forwarding addresses**.

- Certain products, such as **oversized or heavy items**, may not be eligible for international shipping.

- National Delivery

Risk Transfer: The risks and costs associated with delivering the products to the carrier are transferred to the buyer once the products are handed over to the first carrier. This includes any risks of loss or damage.

Carrier Name, For national deliveries withinSwitzerland, our carrier is Die Post (www.post.ch).

- International Delivery:

We deliver internationally according to Incoterms 2020 -CPT (Carriage Paid To).

Under this term, we pay for the carriage of the products to the agreed destination, but the risks are transferred to the buyer once the goods are handed over to the first carrier.

Regarding taxes, duties, and customs fees:

Under CPT Incoterm:
- Import Duties and Taxes: you are responsible for paying any import duties, taxes, and
customs clearance fees in the destination country.
- Export Duties and Taxes: we are responsible for any export duties and taxes in the country
of origin.

Carrier Name : For international deliveries, our carrier is Die Post or their local partner or GLS or DHL.

- Delivery Timeframe:

- *Indicative Timeframe:*

The **minimum** delivery time is around 3 weeks, except for products labelled as "white carpet" product and customized physical products which require more time to produce and ship.

We do not guarantee a specific maximum delivery time, as this depends on factors beyond our control, including partner availability, product availability, and shipping times. However, we commit to processing your order on a best-effort basis.

If delivery is significantly delayed beyond a reasonable period, you may be entitled to a cancellation as per our below mentioned „extended delivery time policy“,

However, we will not be liable for any damages resulting from delivery delays, including indirect, incidental orconsequential damages.

- **For the product "painting", the following indicative timeframe applies: minimum 30 days.**

- **For the products labelled as "white carpet" product and other physical customized products: Unless otherwise agreed in writing, minimum delivery time is typically 90 days.**

- **For digital products, the minimum delivery time is 10 days.**

- Extended Delivery Times policy

If the delivery time exceeds 3 months from the date of the order placement, customers have the right to withdraw from the purchase and receive a refund, except for customized products and wedding dresses where the delivery time mayexceed 3 months.

If you would like to receive more information about delivery times or have a special request,
please contact help@borjabylimmat.zuerich

- **Postage fee and Packaging Costs**

A flat packaging fee of CHF 6 is applied to each order for the materials and labor involved in packing your product(s). The cost is already included in the product price.

I. CONTRACTUAL GUARANTEE FOR DEFECTS AND REPAIR POLICY

All our products undergo a rigorous quality check by experts before being sold to you.

Under our contractual guarantee, which replaces the standard legal guarantee, if a product
presents a defect or does not meet the promised characteristics, the customer has the right to either have theitem repaired (if repair is possible) or exchanged for the same or a similar item, within 2 years of the purchase date and upon presentation of the purchase receipt.

If a defect arises and is technically repairable, it will be fixed free of charge by one of our
business partners within 2 years of the purchase date, upon presentation of the purchase
receipt.

This guarantee applies only if the product has been properly handled, for example,according to the care instructions.

For digital products, including NFTs, this guarantee applies only if the defect is not the result of any misuse or technological interference carried out by or on behalf of the client or third parties, including the use of unauthorized/defective or incompatible software, devices, or tools to display or interact with the NFT.

Any technological expertise that might be needed will be at the cost of the buyer.

For repair inquiries, contact help@borjabylimmat.zuerich

J. PERSONAL DATA AND COOKIES POLICY

annex 4 "Personal Data and Cookies Policy' forms integral part of this TC and governs the
processing of your personal data.

By entering your mobile Number or by selecting the “Keep me up to date on news and exclusive offers” checkbox on our e-shop, you expressly consent to receive marketing communications via WhatsApp or email.

You may withdraw your consent at any time by sending an opt-out request to unsubscribe@borjabylimmat.zuerich or legal@borjabylimmat.zuerich

K. INTELLECTUAL PROPERTY RIGHTS

Copyright protection

All photographs and videos on our websites are protected by copyright.
Any reproduction, copying, creation of derivative works, or use outside of our websites is
strictly prohibited without explicit written authorization from St Michel de Grandvain Limmat GmbH.

All design elements, layouts, graphics, images, videos, and content on our website are
protected by copyright law.

The website developer retains intellectual property rights alongside our creative
director for the layout design of the website.

The functionality and programming of the website is the intellectual property of the Swiss-based site builder provider, Swizzonic.

Unauthorized copying, reproduction, distribution, or modification of any design elements or
content without our express written consent and the express consent of the website developer and Swizzonic is strictly prohibited.

Trademark protection

Some of our products are protected by trademark regulations:

- Products labeled under the trademarks Borja by Limmat®, BoRJa by LIMmaT Zürich Art Assets® and BoRJa bYLIMmaT Zürich® are protected by registered trademarks in Switzerland and the EU.

- Products labeled under the trademark "Beau Siècle Tableware®" are protected by a registered trademark in Switzerland.

Any reproduction, copying, or creation of derivative works based on the designs of these products is strictly prohibited unless expressly authorized in writing by St Michel de Grandvain Limmat GmbH.

L. LIABILITY AND DISCLAIMER

To the extent permitted by applicable law, we exclude liability for indirect and consequential damages or losses, including lost profits, lost savings, loss of data, or damages resulting from business interruption, third party failures (for example failure to deliver arising from the painter), product shortages or late deliveries.

Liability for direct damages or losses is limited to cases of gross negligence or wilful misconduct.

Justified Delivery Failure

If the ordered product can no longer be supplied (for example because of product shortage
or change in the collection designs), you have the right to terminate the Sales Agreement without incurring any costs.

We are not liable for those circumstances.

Late Deliveries

Except for customized products (for example product from the collection « White Carpet », wedding dresses, paintings), if we are not delivering the product (s) ordered within 3 months after the placement of the order, you can decide to either agree to wait until we can deliver the products(s) to you or to terminate the Sales Agreement without incurring any costs.

We cannot be held liable for any delay in the delivery process.

Product Presentation:

1. Representation of Products:**

The products offered on our Websites are sometimes showcased/represented with **promotional photographs or videos (also referred to as „digital presentations“)** of the product, along with detailed descriptions.

Please note that minor differences between the digital presentation and the physical product, such as updates to logo designs, slight resizing or re-rendering for larger formats orders, labeling variations, or subtle design changes, do not constitute a defect or a failure to meet expected quality standards.

Specifically, for our product "painting“, the physical painting may be re-rendered based on the size you select and some details will be slightly different to ensure uniqueness.

To ensure the best representation of details at different sizes, certain adjustments may be made, further emphasizing the uniqueness of each piece.

We strive to ensure that the colors, designs, and details of the products are accurately represented.

However, due to variations in monitor displays, lighting conditions, and production methods, the actual product may differ slightly from the images and videos shown.

We are not responsible for slight variations between thephysical product and how it appears on our Websites.

2. Video and Photographs of the product with models:**

The **photos and/or videos featuring models** are for illustrative **purposes only a**nd are non-contractual.

They are intended to showcase a model in a lifestyle context with a product of a similar type to the one being sold.

Only the product images or videos accurately represent the item being sold. However, please note that certain details, such as logo placement, size, label type, or logo design, may vary slightly in order to maintain the uniqueness of each product.
The actual appearance of the product may vary and only the"product videos or product photographs without models", taking into consideration any disclaimer that might apply, is intended to show you the details of the product appearance.

Please refer to the product description and specifications for precise details.

Some product descriptions might contain a disclaimer related to the associated image or video showcased on our website, for example disclaimer regarding logo placement, labelling design or bag strap type.

3. Bag Disclaimer « Straps & Logos »

As an innovative brand, we aim to surprise our customers with unexpected designer touches.

The strap type and design for our bags are therefore not fixed and not contractual. Slight changes in design might arise.

Our „designer policy“ commands us to regularly update them to offer a truly unique and personalised experience for each client.

If the strap you receive differs from the one shown in the product images or product video, and you prefer the original , simply email us at standardstrapplease@borjabylimmat.zuerich, and we'll be happy to send you the exact straps featured on the product visuals.

4. No Liability for minor changes in the visual representation

we shall not be held responsible for any minor discrepancies between the visual representation of the products on our website and the actual products received.

By purchasing from our website, you acknowledge and accept that the product may differ slightly from the imagesand videos displayed online.

Custom-Made Art Installations and Project-Specific Designs

Custom Design and Illustrative Materials

Art installations, designs and associated components may be custom-made and adapted to the Client’s interior space, structural and spatial requirements, material availability, technical feasibility and third-party provider constraints. Images, renderings, drawings, sketches and other visual materials provided in marketing materials, portfolios or proposals are for illustrative purposes only, unless expressly agreed otherwise in writing. The final result may vary to reflect actual site conditions and technical requirements.

Electrical Infrastructure and Site Preparation

Unless expressly agreed otherwise in writing, the Client shall be solely responsible for ensuring that all electrical installations, modifications, connections and site preparations required for the project are completed before the scheduled installation date by appropriately qualified or certified professionals and in accordance with applicable local regulations and safety standards.

To the extent permitted by applicable law, the Company shall not be liable for delays, additional costs, damages or malfunctions attributable to faulty, inadequate or incomplete electrical infrastructure or site preparation falling within the Client's responsibility, except where caused by the Company's own breach or negligence or where liability cannot legally be excluded.

Artistic Uniqueness and Variations in Individually Designed Objects

Certain products, including artist-designed objects and branded decorative items, may be individually created or produced in limited quantities. Each piece may exhibit variations in shape, dimensions, colour, texture, finish, decorative details or other artistic characteristics arising from the creative process, production techniques or material properties.

Product photographs, renderings and illustrations represent the general design and character of the item and may not depict the exact piece delivered. Such variations shall not, by themselves, constitute a defect where the item remains consistent with its essential characteristics and agreed specifications. This provision does not exclude rights arising from material deviations or mandatory applicable law.

Customised Light-Projection Systems and Bespoke Artistic Programming

Product and Creative Service

The Company may offer a projector together with bespoke light-projection programming designed to project visual effects onto a specific painting or artwork. The Programme may be created or customised by the Company's Creative Director or developed using information, images, measurements or technical data relating to the artwork, including UV, infrared,

photographic or multispectral analysis, where available and technically feasible.

Individualisation and Artistic Interpretation

The projection effect, colours, intensity, positioning and visual result may vary depending on the artwork's surface, pigments, dimensions, condition, lighting, projection distance and environmental conditions. Images, demonstrations and renderings are illustrative and do not guarantee an identical result in every setting.

Artwork Shipment, Handling and Return

The Client shall be solely responsible, at its own cost, for arranging and paying for the packaging, shipment, transport, insurance, customs formalities and return delivery of any painting or artwork submitted for analysis, customisation or programming. The Client shall ensure that the artwork is appropriately packaged and insured for its full declared value during transport.

Unless expressly agreed otherwise in writing, the Client shall also be responsible for arranging collection and return transport. This allocation of responsibility does not exclude any liability that cannot legally be excluded, including liability arising from the Company's own handling of an artwork while it is in the Company's custody.

Installation and Operating Conditions

Unless otherwise agreed in writing, the Client shall ensure that the installation site, electrical infrastructure, mounting, ventilation, projection distance and environmental conditions are suitable for safe operation of the projector and Programme. Any required electrical work shall be performed by appropriately qualified professionals in accordance with applicable requirements.

To the extent permitted by law, the Company shall not be liable for failures or damage caused by unsuitable site conditions, improper installation, unauthorised modifications or operation contrary to the Company's instructions, except where caused by the Company's own breach or negligence or where liability cannot legally be excluded.

Intellectual Property, Ownership and Right of Use

All rights, title and interest in and to the Company's proprietary programming, bespoke light-projection sequences, software, configurations, creative direction, technical methods and associated materials (collectively, the "Programme") shall remain exclusively vested in St Michel de Grandvain Limmat GmbH and/or the relevant rights holder.

Customisation of the Programme for a specific painting or Client does not transfer ownership of the Programme or any underlying intellectual property rights to the Client.

Subject to full payment of the applicable purchase price, the Client receives a non-exclusive, non-transferable right to use the Programme solely in connection with the designated artwork and the agreed projector, for the intended purpose of displaying the customised projection. No resale, sublicensing, reproduction, extraction, modification, redistribution or other exploitation of the Programme is permitted without the Company's prior written authorisation, except to the extent mandatory law provides otherwise.

Where the Client publicly exhibits, presents or displays the projection, the Client shall clearly acknowledge BoRJa by LimMaT as the creator or provider of the bespoke light-projection programming. The attribution shall appear in a reasonably visible manner in exhibition materials, accompanying descriptions, programmes, credits or an equivalent public-facing presentation, as appropriate to the context.

The Client shall not remove, obscure or misrepresent applicable proprietary notices or branding associated with the Programme. Any additional use of the Company's name, logo or trademarks beyond the attribution described above requires the Company's prior written consent.

No ownership of the underlying painting or artwork is transferred to the Company by virtue of the programming service. The Client remains responsible for ensuring that it holds any rights or permissions required to provide the artwork for analysis or to authorise any reproduction, public display or other use of the artwork.

Scope of the Order

The product description, order confirmation or separate written agreement shall specify which elements are included in the order, such as the projector, bespoke Programme, artwork analysis, installation, commissioning or maintenance.

5. Links

References or links to third-party websites are outside our control.
We expressly disclaim any liability for the content, availability, or use of such websites.
Accessing and using these websites is entirely at the user's own risk.

6. Communication

We communicate with the Client primarily via email and may also use other electronic communication channels, including messaging applications (such as WhatsApp).

The Client acknowledges that such means of communication may involve risks, including unauthorized access, data interception, or loss of confidentiality.

Unless expressly instructed otherwise by the Client in writing prior to entering into these Terms and Conditions, we are entitled to use such communication channels.

Any request for encrypted communication or alternative communication methods may be subject to additional fees.

We shall not be liable for any damages resulting from the useof such communication methods, except in cases of gross negligence or wilful misconduct.

M. Important Notice – Orders for US clients/ Orders shipped to the US

Personalized Garments and US shipped products/I

We strive to provide a single & unique branded touch for US Fashionistas.
To this end, all physical products shipped to the United States are **individualized/personalized** with a digital printing of the 2 **letter word** provided by you when passing your order.

- For attire, the digital printing will be affixed in the **inner part of the garment** in a visible manner.
- For other products, the digital printing will be **integrated into the design** in a discreet yet visible way.
- We reserve the **discretionary right** to place the digital printing in the location deemed most appropriate and aesthetically pleasing. We reserve the right to reject text deemed offensive or inappropriate.

In accordance with applicable US consumer protection laws relating to customized products, by placing your order, you acknowledge that **personalized items cannot be exchanged or refunded** and accept this individualization. Due to their custom nature, personalized items are final sale and non-returnable, in accordance with applicable consumer regulations. Exceptions are made only for verifiable manufacturing defects or transit damage, which must be reported within seven (7) days of delivery.

This policy is **legally binding and compliant** with applicableU.S. consumer protection regulations regarding customized/personalized goods. Please ensure that all details, including spelling are **correct before completing your order**.

Product Information & Labeling – United States

For comfort and environmental reasons, our garments and bags are produced **without interior sewn-in labels**.

For orders shipped to the United States, product information such as country **of origin, fabric composition, and care instructions** is provided **digitally on the product page of our website and in a printed form included in the delivered order**.

By placing an order shipped to the United States, the customer acknowledges and accepts that product information is supplied via **the website and printed documentation accompanying the order**, rather than through interior garment labels.

Scope of Sales

All orders from the United States are accepted exclusively via our website. Our Miami office is a representative office only and is not authorized to sell products. No physical sales are conducted from the U.S

Shipping & Delivery

Shipping is available only to addresses within Florida (ZIP code verification may apply).

All items are shipped from Switzerland or Liechtenstein.

Tracking is provided where available for transparency. Should you need tracking assistance, please email tohelp@borjabylimmat.zuerich

Personalized Items & Returns

Items customized with the buyer's name or other personal details are final sale and cannot be returned.

By purchasing personalized items, the buyer acknowledges and accepts this policy.

Due to their custom nature, personalized items are final sale and non-returnable, in accordance with applicable consumer regulations. Exceptions are made only for verifiable manufacturing defects or transit damage, which must be reported within seven (7) days of delivery.

Sales Tax

Applicable Florida sales tax (~7%) will be collected at checkout if nexus thresholds are met.

Prices displayed on the website include applicable taxes where required.

Currency & Payment

Payments are processed via our Swiss e-shop.

We accept USD or CHF via payment gateways; cardholders' banks may perform currency conversion automatically.

All payments are final unless otherwise stated in our refundpolicy.

Marketing & Consent

We do not sell personal data to third parties.

By entering their email address in the subscription field on our website homepage, U.S. customers provide **explicit consent** to receive newsletters and promotional emails from us.

Explicit consent means the customer voluntarily types their email into the subscription field; pre-checked boxes or implied consent are not used.

Unsubscribe at any time by emailing us at unsubscribe@borjabylimmat.zuerich

N. AMENDMENTS AND ENTRY INTO FORCE

These TCs are effective as of March 26, 2026. We may update them from time to time.
Significant changes will be communicated to you through our websites or other means of
contact.

O. DISPUTE RESOLUTION AND GOVERNING LAW

These TCs are governed by Swiss law.
Any disputes arising from or in connection with these TCs shall be subject to the jurisdiction of the courts at the seller's registered office.

By placing an order, you acknowledge that you have read, understood and accepted these Terms and Conditions.

CONTACT INFORMATION

For any questions or concerns regarding these TC, please contact us at legal@borjabylimmat.zuerich