



## **TERMS AND CONDITIONS**

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

Table Of contents

PREAMBLE AND SCOPE

TITLE A. GENERAL INFORMATION

TITLE B. DEFINITIONS

TITLE C. SUSTAINABILITY, TRANSACTION LIMIT & COMPLIANCE

TITLE D. FORMATION OF THE SALES AGREEMENT

TITLE E. ORDER PROCESSING TIME, PRODUCT INFORMATION AND PACKAGING COST

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

TITLE G. CANCELLATION, WITHDRAWAL AND RETURN POLICY

TITLE H. DELIVERY/SHIPPING POLICY

TITLE I. CONTRACTUAL GUARANTEE FOR DEFECTS AND REPAIR POLICY

TITLE J. PERSONAL DATA AND COOKIES POLICY

TITLE K. INTELLECTUAL PROPERTY RIGHTS

TITLE L. COMMUNICATION, LIABILITY AND DISCLAIMERS

TITLE M. Notice for Orders shipped to the US (aka US clients)

TITLE N. AMENDMENTS AND ENTRY INTO FORCE

TITLE O. DISPUTE RESOLUTION AND GOVERNING LAW

## **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](http://www.borjabylimmat.zuerich) and through the redirecting website [www.borjabylimmat.com](http://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) 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 "Unique Edition – Borja by LimMaT® Non Transferable NFT pointing to a Bespoke B2B Digital Display License and Downloadable Virtual Assets", together with its appendices (Appendix A to D).

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 the 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. Annex 1 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](mailto: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 "Unique Edition – Borja by LimMaT® SBT NFT Bespoke B2B Digital Display License", Annex 1 together with its Appendix A to C apply 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 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.

## **TITLE 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 the Websites 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 within the Borja by LIMmaT® creative universe. 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 Firmenummer\*\*:** CH-020.4.075.293-6

**\*\*EHRA-ID:** 1507006

**\*\*Legal form\*\*:** Swiss limited liability company

**\*\*Managing director:** Pamela Woreth

**\*\*Contact Email\*\*:** [corporate@borjabylimmat.com](mailto:corporate@borjabylimmat.com)

## TITLE B. DEFINITIONS

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

**Physical Products:** it includes fashion products including branded wearables, designer tableware, home & lifestyle accessories, artworks and paintings.

**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’s individual 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 linked operations. 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

## TITLE 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](http://www.incamail.com) for more details.

**-We use defined processes to provide scalable & compliant solutions.**

To be one of our clients, you need to be willing to assume additional time to comply with specific requirements should you 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 „Downloadable Virtual 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 process 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.

## **TITLE D. FORMATION OF THE SALES AGREEMENT**

To complete your order, you follow the following steps:

### **STEP 1. 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** to 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](mailto:help@borjabylimmat.zuerich)

### **TITLE 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**

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

Product information such as **country of origin, fabric composition, and care instructions** is provided **digitally on the product page of our website**.

## **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.**

## **TITLE 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 We don't ship products of the trademark "Beau siècle Tableware®" in the US), except for the personalized digital products and the products „painting“ and dresses of the collection „white carpet“ for which we accept international delivery **only as the product is personalized before shipping.****

- When you **enter your credit card information** on the **Payment Interface** to 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.**

## **TITLE 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.

Products under the trademark “Beau siècle Tableware®” are not available for delivery outside of Switzerland.

Personalized digital products, as well as certain Personalized Products 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](mailto:corporate@borjabylimmat.zuerich).

No Right of Cancellation, Withdrawal or Return:

- For all products delivered within Switzerland or to the United States (Florida),
- and for all Personalized Products (including digital products, paintings, and dresses),

There is no right of cancellation, no withdrawal period, and no right of return, except in the case of defects.

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 return shipping 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 “product options” 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.

## **TITLE 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:

### **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

- 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.
- We reserve the right to decline any order for products labeled
- For an order of a product of the trademark "Beau Siècle Tableware" : 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, around **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 within 45 days, we will notify you by email and if no response is given within 10 days we will send you a reminder by post mail and if still no response is given, we reserve the right to withdraw our delivery obligation and retain half of the payment.**

## 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 within Switzerland, our carrier is Die Post ([www.post.ch](http://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 or consequential 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 may exceed 3 months.

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

### **TITLE 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 the item 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](mailto:help@borjabylimmat.zuerich)

## **TITLE 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.

## **TITLE 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 bY LIMmaT 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.

## **TITLE 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 the physical 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** and 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](mailto: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 images and videos displayed online.

## **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 use of such communication methods, except in cases of gross negligence or wilful misconduct.

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

#### **Personalized Garments and US shipped products/ no exchange- no return policy**

We strive to provide a single & unique branded touch for US Fashionistas... because US heritage is made of Exceptions for the Exceptional.

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.

This policy is **legally binding and compliant** with applicable U.S. consumer protection regulations regarding custom/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 to [help@borjabylimmat.zuerich](mailto:help@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.

### **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 refund policy.

### **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](mailto:unsubscribe@borjabylimmat.zuerich)

### **TITLE 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.

#### **TITLE 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](mailto:legal@borjabylimmat.zuerich)