

BYBORRE | GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

In these General Terms and Conditions of sale and the Agreements to which they have been declared applicable, the following terms are accorded the following meanings:

Agreement(s): the agreement(s) between ByBorre and You, any amendment or supplement thereto, and the General Terms and Conditions applicable to Agreements;

ByBorre: ByBorre Lab B.V., established in (1043) BZ Amsterdam at Naritaweg 70, registered with the Dutch Chamber of Commerce ('Kamer van Koophandel') under registration number 64732592;

Create™: online proprietary platform of ByBorre for developing and customising Products offered on ByBorre's Website;

Functional Design: the existing ByBorre owned IP rights in or to the knit structure and technical knit design used in the creation of the Product. This is developed and created by ByBorre, by means of, inter alia, the ByBorre Create™ platform, explicitly including any (technical) features and specifications used in the creation of any fabric, textile or other products, such as but not limited to prototypes, swatches, samples, artwork, textile design, silhouettes, knit files, knit techniques, hardware and machine configurations, pixel2needle rendering and (3D) knit (production) techniques, including underlying software and platform technologies.

General Terms and Conditions: these general terms and conditions of sale;

Order(s): the Order, including any written amendment thereto, for the delivery of Products and/or the provision of Services as set out overleaf together with these General Terms and Conditions.

Product(s): fabric samples, PPS samples and /or fabric bulk productions supplied or to be supplied by ByBorre to You, including product documentation;

Quotation(s): the written (or electronic) description of the Products and/or Services to be supplied by ByBorre to You, to which these General Terms and Conditions apply;

Service(s): the (consultancy) services described in the Quotation and to be performed by ByBorre for You;

Website: the website of ByBorre, <https://byborre.com/>

You(r): an authorized natural person or legal entity acting as a company, which is registered in the trade register and wishes to purchase certain Products or Services from ByBorre.

2. General

2.1 These General Terms and Conditions form an integral part of each Agreement, Quotation or Order confirmation and are also applicable to all other existing and/or future transactions, legal or otherwise, between Parties, whether preparatory or executory in nature.

2.2 The applicability of other general terms and conditions (including Yours) is expressly excluded.

2.3 Conditions that deviate from these General Terms and Conditions only apply insofar as they have been explicitly accepted by ByBorre in writing and moreover apply only to the Agreement concerned.

2.4 Amendments and additions to any provision of the Agreement are deemed valid only if they have been laid down in writing and signed by both parties.

2.5 If any stipulation in these General Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, the other stipulations in these General Terms and Conditions or the Agreement nonetheless remain in effect.

2.6 If any stipulation in these General Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, Parties must negotiate the terms of a new stipulation which mirrors as closely as possible the substance and the intent of the original stipulation.

2.7 In the event of uncertainty as to the interpretation of one or more stipulations in these General Terms and Conditions, they must be interpreted in the spirit of the stipulation or stipulations concerned.

2.8 In situations not regulated by these General Terms and Conditions,

parties must assess the situation in the spirit of these General Terms and Conditions.

2.9 Failure by ByBorre to require strict compliance with these terms and conditions at all times does not imply that the provisions of these terms and conditions do not apply at all, or that ByBorre has given up its right to require strict compliance with these terms and conditions in other cases.

2.10 The term "in writing" regarding communications between ByBorre and You also refers to electronic communications. ByBorre's electronic system is the sole source of proof of the content and time of receipt and transmission of the electronic communications in question.

2.11 In the event of any inconsistency between an Agreement, these General Terms and Conditions and the Quotation, precedence is given, in descending order, to the Agreement, these General Terms and Conditions and, finally, to the Quotation.

3. Orders and Create™

3.1 Prior to the conclusion of an Agreement, You must provide ByBorre with all essential information in connection with the Products or Services provided by ByBorre. You guarantee the accuracy and completeness of the information provided on which ByBorre bases its Quotation. Your Order is in accordance with any instructions of ByBorre and You have considered all manufacturing and other limitations as specified by ByBorre on its website, including its manufacturing standards or as otherwise made available to You.

3.2 All Quotations and tenders extended by ByBorre are extended without obligation, except when and insofar as otherwise stated by ByBorre. An Order submitted by You constitutes a binding commitment to that Order. If a non-binding Quotation is accepted by You, ByBorre is nonetheless entitled to revoke the Quotation within ten (10) working days of receiving notification of the acceptance.

3.3 The content of all price information, other information, brochures and any other details provided with a Quotation are stated as accurately as possible. The data in question are only binding on ByBorre if this has been explicitly confirmed in writing by ByBorre. Obvious mistakes or errors in the Quotation are not binding on You.

3.4 A Quotation is valid for thirty (30) days from the day the Quotation is dated unless the Quotation explicitly states otherwise or unless agreed otherwise in writing by the parties. If You does not accept a Quotation within this period, ByBorre is entitled to change the conditions and the price stated in the Quotation.

3.5 All Services performed by ByBorre are based on an obligation to perform to the best of one's ability, unless and insofar as ByBorre explicitly promises a certain result and the result concerned is described with sufficient certainty.

3.6 ByBorre has the right to have certain work carried out by third parties. The applicability of articles 7:404, 7:407 section 2 and 7:409 of the Dutch Civil Code ('DCC') is explicitly excluded.

3.7 Nothing in the Agreement between parties will in any way, directly or indirectly, limit ByBorre's ability to perform development services, textile sampling services, textile production services, garment design Services and/or other related Services to its current and future clients.

3.8 ByBorre does not tolerate any form of negative creative perspective through Create™ or directly in other Service engagements. ByBorre reserves the right to delete accounts and design submissions which reflect (at ByBorre's sole discretion) racist iconography, imagery or text, prejudice, demeaning, abusive, pornographic or overarching designs of an intimidating nature.

4. Formation of the Agreement

4.1 An Agreement is deemed to be concluded only in the event that:

- (i) You accept the Quotation and that written confirmation of the Agreement has been provided to You by ByBorre, or once the performance of the Agreement has commenced,
- (ii) there are sufficient resources available to ByBorre to complete Your Order within the stated timelines and price, and
- (iii) Your Order was not accepted on the basis of incorrect information, including but not limited to information regarding pricing and specifications.

4.2 If these conditions precedent are not met, ByBorre is entitled to cancel Your Order (with retro perspective effect).

4.3 No derogation from the terms of the Quotation, whether or not of subordinate significance, is binding on ByBorre, unless the derogation is expressly accepted by ByBorre.

4.4 In the event no Quotation, Agreement and/or Order confirmation

has been sent, the invoice will function in its stead, and is deemed to reflect the terms of the Agreement correctly and completely.

4.5 Each Agreement is entered into under the suspensive condition of Your creditworthiness.

5. Prices and rates

5.1 If prices and/or rates of price-determining factors, wages, materials, currency differences, transport costs, import duties or insurance rates are increased for any reason whatsoever, ByBorre is entitled to change the agreed (fixed) price accordingly.

5.2 If the performance of an Agreement by ByBorre is delayed at Your request or due to the absence of data or instructions, the provision of erroneous data or other causes on Your part, ByBorre is entitled to increase the prices with any additional costs incurred as a result thereof, such as lost interest.

6. Billing and payment

6.1 Invoicing and payment of fabric samples shall take place prior to any delivery, unless agreed otherwise in writing.

6.2 50% of the invoice relating to the PPS samples and fabric bulk productions Orders must be paid at the time of the Order placement. The remaining 50% of the invoice is payable before shipment, unless agreed otherwise in writing.

6.3 All prices stated by ByBorre are exclusive of value added tax ('VAT') or any other taxes, governmental fees, assessments, or duties, unless expressly stated otherwise herein. You are responsible for all taxes associated with the order. Without limiting the foregoing, You shall pay all applicable taxes, governmental fees, assessments or duties that ByBorre charges You in addition to the prices quoted.

6.4 You must pay the total amount stated on the invoice, including VAT, within thirty (30) days of the invoice date at the latest, unless agreed otherwise in writing or in the event as referred to under article 6.1 and 6.2. You are not entitled to suspend Your payment obligations, not even in the event of a claim.

6.5 Full payment must be made to the bank account of ByBorre whereby no deductions, withholding, or adjustments are allowed, also in the event You have lodged a claim. The value date specified on ByBorre's bank statements is regarded as the date of payment.

6.6 If the invoice is not paid in full within thirty (30) days, You will be in default without need of further notification. Interest will accrue at the rate of 2,5% of the late payment per month or part thereof from the date that You are in default until the date payment in full is credited, whereby a part of a month counts as a full month, or at the commercial rate specified in article 6:119(a) of the DCC if the commercial rate is higher than the contractual rate. Compound interest accrues annually, pursuant to article 6:119a of the DCC.

6.7 You are obliged to pay all judicial and extrajudicial (collection) expenses. These include, but are not limited to, costs relating to seizure, petition of bankruptcy, and debt collection, as well as expenses incurred by ByBorre for legal representation, process servers, and the consultation of other specialists. ByBorre is entitled to charge You extrajudicial debt collection expenses amounting to at least 15% of Your entire late payment, with a minimum of EUR 1,250 plus VAT, without prejudice to ByBorre's right to seek full compensation for damage and costs related to the collection of payments due.

6.8 At or upon conclusion of the Agreement, You are obliged to make advance payments in the amounts indicated by ByBorre at ByBorre's first request. ByBorre is not liable for interest on advance payments.

6.9 Any objection to the invoice must be brought to the attention of ByBorre within fourteen (14) days of the invoice date, failing which the invoice is deemed to have been found in order and accepted by You, and for which no further complaints will be accepted.

6.10 In the event of an Agreement that is performed incrementally, ByBorre is entitled to invoice each partial performance.

6.11 Incoming payments are always first applied to settle judicial and extrajudicial costs, fines and interest, and are subsequently applied to settle the oldest accounts outstanding at ByBorre, irrespective of any other instructions given by You.

7. Delivery, transport and risk

7.1 Delivery of Products will take place on Ex Works ('EXW'), unless agreed otherwise in writing. The term EXW will be accorded the meaning specified in the most recent version of the Incoterms published by the International Chamber of Commerce in Paris, France, at the time of entering into an Agreement.

7.2 The Products are at Your expense and risk from the moment they are presented for delivery, as indicated in Article 7.1.

7.3 ByBorre has fulfilled its obligation to execute delivery if You have had an opportunity to take receipt of the purchased Products at the agreed place and time.

8. Taking Delivery

8.1 You are obliged to cooperate with the delivery process, as well as to take delivery of the Products.

8.2 In the event that You fails to take delivery of the Products, ByBorre reserves the right to pass on any related costs (including the cost of storage and transport) to You.

8.3 Delivery is deemed to have been refused if the ordered Products have been presented for delivery but were unable to be delivered. The day on which delivery is refused is deemed to be the day of delivery.

9. Delivery times and terms of delivery

9.1 Delivery times and terms of delivery commence on the first working day subsequent to the conclusion of the Agreement.

9.2 The delivery times and terms of delivery indicated or agreed by ByBorre will be based on the information and circumstances known at the time the Agreement was concluded.

9.3 Specified or agreed delivery times and other terms are approximate and must never be taken to imply a strict deadline. In the event of non-timely performance, You must give ByBorre notice of default in writing, specifying a reasonable term for performance. You are entitled to dissolve the Agreement by means of a written notice only if and insofar as ByBorre has failed to deliver the Products yet to be supplied within a reasonable period agreed in writing with You after the aforementioned delay.

9.4 Delivery times/terms of delivery will be extended by the time that the performance of the Agreement is delayed due to force majeure.

9.5 Delivery and/or installation will be suspended as long as You have not fulfilled its payment or payment guarantee obligations vis-à-vis ByBorre or if You fail to fulfil or fail to adequately fulfil its (information) obligations in connection with the delivery or installation of the Products.

9.6 ByBorre cannot be held liable for any direct or indirect damage as a result of non-compliance with delivery times or other terms.

9.7 ByBorre is entitled to under or over deliver any Order up to 5% of the quantities ordered and you will be required to accept such delivery as a fulfilment of the Order. The under or over delivery of any Order up to 5% will not qualify as a breach of any obligation under this Agreement on the part of ByBorre. ByBorre accepts no liability for any damage or loss caused as result of such over or under delivery of the Order. Your payment obligation will afterwards be linked to the quantities delivered.

10. Retention of title and other securities

10.1 With due observance of the provisions of this article, all Products supplied by ByBorre to You remain the property of ByBorre until the moment that all its claims against You with regard to Products supplied pursuant to an Agreement have been settled in full, including claims arising from a failure to perform an Agreement (such as interest, costs and penalties), as referred to in article 3:92 of the DCC. You are not entitled to a right of retention on these Products.

10.2 The Products may be resold or used by You in the course of its normal business operations, but no security right may be established on them as long as ByBorre retains the title to the Products.

10.3 With regard to all Products that are subject to retention of title by ByBorre, You are obliged to observe generally accepted standards of due care, to grant ByBorre access to those Products and to inform ByBorre immediately in writing of any action by third parties that has or could have a detrimental effect on ByBorre with regard to the Products supplied.

10.4 ByBorre retains the right to repossess Products supplied to You that remain the property of ByBorre, or to have them repossessed, if You fails to fulfil its obligations or if ByBorre has reason to believe that You will not fulfil its payment obligations. You are under an obligation to allow repossession to proceed. The costs incurred repossessing the Products are borne by You. In the event that Products are repossessed, You will be credited on the basis of the invoice value, or, in the event of damage to the Products, on the basis of the fair market value.

10.5 With regard to all Products held by ByBorre for You, ByBorre retains a right of retention for as long as You have not fulfilled its obligations.

10.6 You are obliged, at first request, to furnish additional security for the fulfilment of its obligations vis-à-vis ByBorre (such as the provision of a satisfactory bank guarantee) any time ByBorre requests You to do so.

10.7 You are obliged to point out to third parties (such as trustees and

distrainers who purport to claim any right with regard to the Products on which ByBorre has a retention of title) the retention of title by ByBorre. You must in that case immediately notify ByBorre of what has transpired, by letter and by e-mail.

11. No warranty ('garantie' under Dutch law)

11.1 ByBorre makes every effort to make its Create™ platform the best it can be but does not warrant perfect usage. You explicitly understand and agreed that the Create™ platform is provided "as is" and without warranty of any kind (express or implied). ByBorre translates digital designs to physical knitted textile samples (swatches) and bulk productions. Due to the nature of the process, the translations can lead to minor discrepancies between the digital design and physical fabric, for example, but not limited to, discrepancies in colour and/or design, in the width and weight of the fabric or if the knitting is not being 100% the same as the digital (also with regard to previous Orders made). ByBorre will use its best efforts to be as accurate as possible in this translation but cannot assure and will therefore not accept any warranty (or liability) that there will be no variations between the digital and physical fabric. These minor deviations do not constitute grounds for complaint or rejection of delivered fabrics.

11.2 All Services provided by ByBorre, either through its Create™ platform or directly through one of its employees or representatives on the specific suitability, way to use and apply the fabrics (including any kind of fabrics, confection construction techniques and alike), is of an indicative nature only. As Your application of the fabrics is beyond the control of ByBorre, ByBorre cannot accept responsibility nor accept any liability for your actual use of the fabrics and associated or additional Services relating thereto or for any damages or loss arising out of Your application of the fabric.

11.3 If ByBorre is under the obligation to apply or supply instructions, labels etc. for the fabrics for the benefit of third parties, including Your end customers, ByBorre will use its best efforts in providing such information. However, such information will only relate to the time of production and in no case ByBorre will be required to update such information and/or guarantee that such information remains up to date. You remain responsible for any communication around the fabric or other deliverables of the Order or other products in which such fabric is used. ByBorre shall in no case be liable towards third parties for any damage and misinformation whatsoever and you will indemnify ByBorre against any possible claims in this respect.

11.4 ByBorre's obligations pursuant to this article will not apply, however, if:

- a. a shortcoming results from the fact that ByBorre has received incomplete or incorrect information with regard to the execution of the relevant Agreement;
- b. the Products as supplied have been used improperly or have not been properly maintained in accordance with the agreed or customary purpose or instructions for use;
- c. alterations to the Products have been carried out without the prior written consent of ByBorre;
- d. the Products supplied have been affected by external factors such as fire, water damage, etc.;
- e. You have not fulfilled or has not properly fulfilled an obligation vis-à-vis ByBorre arising from the underlying Agreement, or has failed to do so in a timely manner.

11.5 If ByBorre replaces Products in the course of fulfilling its guarantee obligations, these become the property of ByBorre from the moment the replacement is made.

11.6 At ByBorre's first request, You must return the shortcoming Products to ByBorre at its own expense, as per ByBorre's instructions.

11.7 The replacement of Products does not interrupt or extend the warranty or complaint periods.

11.8 Travel and accommodation costs of ByBorre with regard to (extra) Services and/or Products under this article are at Your expense and risk, unless agreed otherwise in writing

12. Inspection and claims

12.1 If and insofar as an Agreement does not specifically provide for acceptance inspection of the Products upon delivery, You must inspect the Products (including packaging and instructions for use) as thoroughly as possible and check that they are complete as soon as they are delivered.

12.2 You must inform ByBorre in writing and stating the reasons as soon as practicable, in any case within five (5) calendar days of delivery, about

missing or damaged Products or components thereof, packaging, deviations in size or quantity, or other deviations from the agreed product specifications that can reasonably be discovered by means of a fair inspection of the Products upon delivery.

12.3 Any shortcoming that cannot reasonably be detected within the aforementioned period must be reported to ByBorre in writing and stating the reasons immediately upon discovery and at the latest within eight (8) of delivery of the Products.

12.4 Within 14 days of submitting a complaint, You must provide ByBorre with the following information: date of delivery, address at which the Products were delivered, a detailed description and motivation of the complaint and other relevant information to properly assess the complaint, such as pertinent visual imagery.

12.5 Submitting a complaint does not suspend Your payment obligations. You remain obliged in that case to accept delivery of and pay for any other Products ordered.

12.6 Complaints must be made in writing and in accordance with the procedures and within the time limits as stipulated in this article. Failing this, complaints will not be dealt with and there will be no further obligation or liability on the part of ByBorre vis-à-vis You with regard to the Products or Services concerned. You are also bound to store any defective components and to return them to ByBorre free of charge at ByBorre's first request.

12.7 If and insofar as ByBorre finds a complaint to be well-founded, ByBorre is only obliged to remedy the shortcoming(s) at its discretion or (in the event of a complaint about supplied quantities or missing Products) supplement the supplied Products, whereas You have no right to claim any additional compensation.

12.8 For items that ByBorre procures from third parties, its obligations vis-à-vis You can never be greater, nor of longer duration than the (guarantee) obligations of those third parties vis-à-vis ByBorre. ByBorre is discharged of its obligations vis-à-vis You as soon as it has transferred its claim on that third party to You.

12.9 Complaints do not release You from its payment obligations vis-à-vis ByBorre.

12.10 ByBorre is entitled to suspend subsequent Deliveries until complaints are determined to be unfounded or have been remedied or the parties have reached a settlement in the matter.

12.11 Products can only be returned with the prior written permission of ByBorre, under conditions to be determined by ByBorre.

13. Liability / indemnification

13.1 ByBorre's liability vis-à-vis You are limited to the provisions of Articles 11, 12, and 19.

13.2 ByBorre cannot be held liable for any other direct or indirect damage, including consequential damage, loss of profits, suffered losses, missed savings, damage due to business interruptions or damage as a result of claims filed by third parties against You, in connection with or arising from an Agreement with You or an Agreement yet to be concluded with You or any other obligation under the law (such as an unlawful act, in Dutch: '*onrechtmatige daad*').

13.3 ByBorre cannot be held liable for damage caused by the actions or omissions of Your personnel or third parties who perform services for You, including but not limited to recommendations and/or advice as to the use of the Products, except for damage due to intentional or gross negligence on the part of ByBorre.

13.4 In the event recommendations have been issued, this does not release You from its obligation to inspect Products (in each case) for suitability of purpose, and if necessary to discontinue their use. The actual application and use of the Products are entirely at Your expense and risk. ByBorre is not liable for this.

13.5 ByBorre cannot be held responsible and liable for delivery delays beyond ByBorre's control, for example caused by third party suppliers

13.6 ByBorre can under no circumstances be held liable for damage if and insofar as it results from failure to comply with directions/instructions given by ByBorre or failure to comply with the (user) requirements of Products.

13.7 You are forbidden to address staff members of ByBorre and parties engaged by ByBorre personally in connection with an Agreement.

13.8 You must hold ByBorre liable for any damage suffered or that it expects to suffer no later than one (1) calendar month after it becomes aware or could reasonably have become aware of a damage-inducing circumstance. All claims for damages brought against ByBorre, except for claims that have been acknowledged by ByBorre, will lapse by the mere passage of twelve (12) calendar months from the date on which the claim

arose.

13.9 Any conditions that limit, exclude or determine liability and that can be invoked against ByBorre by ByBorre's suppliers in connection with the Products supplied may also be invoked by ByBorre against You.

13.10 The employees of ByBorre or auxiliary personnel engaged by ByBorre for the performance of the Agreement may invoke any defence that can be derived from the Agreement vis-à-vis You as if they themselves were parties to the Agreement.

13.11 In the event that ByBorre, notwithstanding the preceding, is obliged to pay damages (in accordance with standards of reasonableness and fairness), You explicitly acknowledges that ByBorre's liability vis-à-vis You, contractually or otherwise, is, in any case, limited to the amount for which ByBorre's liability insurance provides coverage.

13.12 In the event that ByBorre, notwithstanding the stipulations of article 13.10, is obliged to pay damages (in accordance with standards of reasonableness and fairness), You explicitly acknowledges that ByBorre's liability vis-à-vis You, contractually or otherwise, is, in any case, limited to the invoice value of the Product purchased by You that gave rise to the event that caused the damage, or (if this is lower) an amount of EUR 3,000 in total for each series of events arising from one and the same cause.

13.13 You are obliged to indemnify and compensate ByBorre, its employees and third parties engaged by it in the event of claims by third parties connected with the sale/delivery, as well as the presence and/or the utilisation of the Products in respect of damage for which ByBorre is not liable on the basis of the Agreement.

14. Force majeure

14.1 If ByBorre is prevented by force majeure of a permanent or temporary nature from executing or continuing to execute the Agreement, regardless of whether the force majeure could have been foreseen, ByBorre is entitled, without any obligation to pay damages, to dissolve the Agreement in whole or in part by means of a written notice to that effect without judicial intervention, without prejudice to ByBorre's right to payment by You for performance already executed by ByBorre prior to the existence of the force majeure situation, or to suspend the (further) execution of the Agreement in whole or in part. ByBorre will inform You as soon as possible of the situation of force majeure. In the event of a suspension, ByBorre is nevertheless entitled to dissolve the Agreement in whole or in part.

14.2 Force majeure includes all circumstances as a result of which ByBorre is temporarily or permanently unable to fulfil its obligations, such as pandemic (for example, covid-19 issues), fire, frost, strikes or lockouts, riots, war, government measures such as import or export restrictions, failure of suppliers to meet their obligations, power failures, computer, interruption to telephone and internet services, theft or embezzlement from ByBorre's warehouses or workshops and furthermore all circumstances in which it cannot reasonably be expected of ByBorre that it (further) fulfil its obligations vis-à-vis You. Force majeure on the part of ByBorre's suppliers is deemed to be force majeure on the part of ByBorre as well.

14.3 If the force majeure on the part of ByBorre lasts longer than three (3) months, You are entitled to dissolve the non-executable portions of the Agreement by means of a written statement, without prejudice to the provisions of Article 19.

15. Execution by third parties

ByBorre is entitled to engage third parties for the execution of the Agreement.

16. Authorizations

16.1 You must ensure, at its own expense and if applicable, that You have obtained in a timely manner all permits, authorisations, certificates and registrations required pursuant to the applicable (national or European law or other) regulations for the commercial resale, purchase and use of the Products (if applicable in combination with other equipment) and/or that it has the legal capacity that entitles it to do so.

16.2 You will comply with all requirements applying to it pursuant to national and European legislation, decisions, rulings and decisions of competent authorities, guidelines for the sector, and requirements relating to permits, certificates and registrations in connection with the resale, purchase and use of the Products (in combination with other equipment).

17. Intellectual Property Rights

17.1 ByBorre or its licensor(s) shall remain the exclusive owner of the

Intellectual Property Rights ('IP Right(s)') vested in them before, during and after conclusion of the Order, and nothing in the contractual relationship with You nor the services performed by ByBorre shall be construed as a transfer of such IP Right to You.

17.2 By placing an Order or giving any other order to use, reproduce or reproduce material (in the broadest sense of the word) protected by the Dutch Copyright Act (de 'Auteurswet') or any other IP Right, You declare and warrant that no infringement is made to any copyright or industrial property right of third parties and You indemnify ByBorre in and out of court for all claims and consequences arising from the use, reproduction or reproduction of such material.

17.3 ByBorre grants You the non-exclusive, royalty-free right to use relevant IP Rights owned by ByBorre for and in accordance of the purpose as set out in the Order and only for the term as strictly necessary.

17.4 The license is granted on the condition that You fully meet Your financial obligations.

17.5 You grant ByBorre the non-exclusive, royalty-free right to use relevant IP owned by You for the purpose of fulfilling the Order.

17.6 All IP Rights relating to the Functional Design incorporated into any Product or Service and provided by ByBorre to You in relation to the fulfilment of the Order or otherwise created by ByBorre, shall vest exclusively with ByBorre (or its licensor(s), if any).

17.7 All IP Rights regarding to Your graphic design (in the broadest sense of the word) of the fabric, including applied artwork, logos or other visual attributes, but explicitly excluding the Functional Design, shall vest with You.

17.8 You explicitly agree that within the scope of the Order, only existing IP Rights will be used and as such no new IP Right is to be developed.

17.9 ByBorre is and will not be (held) responsible for any fabric and/or design, image or logo created or produced in Create™ and ort third party engaged by You. It is Your sole responsibility to ensure You have the permission or intellectual property rights for any design, image or logo created or uploaded into Create™.

17.10 Without written permission of ByBorre, You may not, directly or indirectly, use the fabric or any other deliverables of the Order to reproduce (or have a third party reproduce) such. You acknowledge that if you would use the fabric or other deliverables of the Order to reproduce (or have a third party reproduce), it would violate both ByBorre's IP as well as the confidentiality agreed between ByBorre and You.

17.11 ByBorre has the right to mention Your name and/or logo for its own promotion. ByBorre is also at liberty to keep a part of the designed fabrics, or remnants thereof, for example for administrative purposes, a portfolio, fabric festival or similar event.

17.12 All confidential information (especially including, but not limited to fabric details) provided by ByBorre in the scope of the Order will be owned by and remain the sole and exclusive property of ByBorre. All information from ByBorre shall considered to be confidential, unless explicitly agreed otherwise.

17.13 You shall defend and hold ByBorre harmless against any expense, loss, costs or damages relating to any claimed IP infringement to You regarding the purchased Products or Services

18. Remedies

18.1 If:

- a. You have filed for Your own bankruptcy, are declared bankrupt or apply for a payment moratorium; or
- b. a decision to liquidate or to terminate Your business activities or to sell Your business activities or to change the nature of Your business activities substantially in ByBorre's opinion is taken and/or implemented; or
- c. You fail to fulfil or fully fulfil any of its obligations vis-à-vis ByBorre by virtue of the law or pursuant to contractual conditions; or
- d. You fail to pay an invoice amount due to ByBorre within the set term; or
- e. all or part of Your assets are seized; or
- f. a situation comparable to those described under letters a through e occurs under the laws of the country in which You have Your registered offices,

You are deemed to inform ByBorre immediately and be in default by operation of law and Your (remaining) debt vis-à-vis ByBorre is immediately due and payable. ByBorre will then be entitled to dissolve or terminate (in Dutch: 'ontbinden of opzeggen') the Agreement in whole or in part immediately without notice of default or judicial intervention or to suspend its obligations, all without prejudice to ByBorre's other rights,

such as its rights with regard to already expired fines, interest, and compensation. ByBorre will not be obliged to pay any compensation to You in the event of dissolution (in Dutch: 'ontbinding') or termination (in Dutch: 'opzegging') of the Agreement in accordance with the provisions of this article

18.2 In the event of a situation as referred to in paragraph 1, ByBorre is entitled to take back the Products unfettered by any of Your rights and without any obligation to return the Products to You. Should that situation arise, ByBorre and its authorized representatives are entitled to enter Your premises / buildings in order to take possession of the Products. You are obliged to take all necessary measures to enable ByBorre to exercise its rights.

18.3 If the Agreement is dissolved or terminated pursuant to this article before the ordered Products have been delivered, ByBorre will be entitled to the full price agreed for those Products, minus any direct savings for ByBorre resulting from the dissolution/ termination.

18.4 Upon dissolution/termination of the Agreement, those provisions which by their nature are intended to remain in force will remain in force.

19. Providing information and compliance to product safety laws

19.1 You are obliged to inform ByBorre in the event of force majeure based on which You cannot fulfil its obligations vis-à-vis ByBorre.

19.2 You must also immediately inform ByBorre in case of problems with or complaints about the Products.

19.3 You shall comply fully with all industry safety standards applicable to fabrics and/or any other deliverables of the Order. You shall comply fully with all applicable safety-related laws, rules and regulations of any governmental body having jurisdiction to regulate the manufacture, distribution or sale of items incorporating the fabrics or other products supplied by ByBorre. You shall obligate all persons and entities buying such fabrics or other Products from You (other than end users) to comply with such industry standards, laws, rules or regulations applicable to such person or entity. You shall defend and hold ByBorre harmless against any expense, loss, costs or damages relating to any claimed failure by You to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from fabrics or other deliverables of any Order placed by You. You are also obliged to comply immediately in the event of a product recall initiated by ByBorre.

19.4 Any damage or cost incurred by You in connection with the provisions of this article will be reimbursed up to a maximum of the amount of the invoice value of the Products originally supplied or taken back, as charged by ByBorre. Your loss of turnover and profit will not be reimbursed.

20. Applicable law and competent court

20.1 All Agreements concluded by the parties are governed by Dutch law.

20.2 Any disputes in connection with or arising from an Agreement will initially be submitted exclusively to the competent court in the jurisdiction in which ByBorre has its registered offices, without prejudice to ByBorre's right to submit a dispute to another court with jurisdiction by law or by treaty.

21. Amendments

21.1 ByBorre reserves the right to make amendments to the Agreement and/or the General Terms and Conditions. ByBorre will inform You of these amendments. Barring receipt by ByBorre of a written objection within fourteen (14) working days of notification of the amendments, You are deemed to have accepted the changes.

Published, December 2021.

BYBORRE | TEXTILES™ TERMS AND CONDITIONS OF SALE

1. Definitions

In these Textiles™ Terms and Conditions of sale and the Agreements to which they have been declared applicable, the following terms are accorded the following meanings:

Agreement(s): the agreement(s) between ByBorre and You, any amendment or supplement thereto, and the Textiles™ Terms and Conditions and General Terms and Conditions applicable to Agreements;

ByBorre: ByBorre Lab B.V., established in (1043) BZ Amsterdam at Naritaweg 70, registered with the Dutch Chamber of Commerce ('Kamer van Koophandel') under registration number 64732592;

General Terms and Conditions of sale: the General Terms and Conditions of sale of BYBORRE as amended from time to time to which these Textiles™ terms and conditions of sale are an addendum;

Textiles™: The family of fabrics developed by BYBORRE in a fixed set of colours made available for on demand purchase directly from BYBORRE, through its on and offline sales channels and/or through Create™;

Textiles™ Terms and Conditions: these Textiles™ terms and conditions of sale that from an addendum to the BYBORRE's General Terms and Conditions of sale, which General Terms and Conditions remain applicable except for explicitly altered herein;

Website: the website of ByBorre, <https://byborre.com/>

You(r): an authorized natural person or legal entity acting as a company, which is registered in the trade register and wishes to purchase certain Products from ByBorre.

2. General

2.1 These Textiles™ Terms and Conditions of sale are an addendum to the General Terms and Conditions of sale and relate specifically to the sale of Textiles™ swatches, samples and/or bulk productions.

2.2 The General Terms and Conditions of sale are incorporated herein by reference except for the articles that are explicitly adjusted herein.

2.3 These Textiles™ Terms and Conditions of sale form, together with the Textiles™ Terms and Conditions of sale, an integral part of each Agreement, Quotation or Order confirmation.

2.4 The applicability of other general terms and conditions (including Yours) is expressly excluded.

2.5 Conditions that deviate from these Textiles™ Terms and Conditions and/or the General Terms and Conditions only apply insofar as they have been explicitly accepted by ByBorre in writing and moreover apply only to the Agreement concerned.

2.6 Amendments and additions to any provision of the Agreement are deemed valid only if they have been laid down in writing and signed by both parties.

2.7 If any stipulation in these Textiles™ Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, the other stipulations in these Textiles™ Terms and Conditions or the Agreement nonetheless remain in effect.

2.8 If any stipulation in these Textiles™ Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, Parties must negotiate the terms of a new stipulation which mirrors as closely as possible the substance and the intent of the original stipulation.

2.9 In the event of uncertainty as to the interpretation of one or more stipulations in these Textiles™ Terms and Conditions, they must be interpreted in the spirit of the stipulation or stipulations concerned.

2.10 In situations not regulated by these Textiles™ Terms and Conditions and/or the General Terms and Conditions, parties must assess the situation in the spirit of the Textiles™ Terms and Conditions and/or the General Terms and Condition.

2.11 Failure by ByBorre to require strict compliance with these terms and conditions at all times does not imply that the provisions of these terms and conditions do not apply at all, or that ByBorre has given up its right to require strict compliance with these terms and conditions in other cases.

2.12 The term "in writing" regarding communications between ByBorre and You also refers to electronic communications. ByBorre's electronic

system is the sole source of proof of the content and time of receipt and transmission of the electronic communications in question.

2.13 In the event of any inconsistency between an Agreement, these Textiles™ Terms and Conditions, the General Terms and Condition and the Quotation, precedence is given, in descending order, to the Agreement, these Textiles™ Terms and Conditions, the General Terms and Conditions and, finally, to the Quotation.

3. Orders and Create™

No amendments to the General Terms and Conditions of sale

4. Formation of the Agreement

No amendments to the General Terms and Conditions of sale

5. Prices and rates

No amendments to the General Terms and Conditions of sale

6. Billing and payment

6.1 Invoicing and payment of Textiles™ fabric swatches and samples shall take place prior to any delivery, unless agreed otherwise in writing.

6.2 25% of the invoice relating to any bulk Textiles™ fabric production Order must be paid at the time of the Order placement. The remaining 75% of the invoice is payable before shipment, unless agreed otherwise in writing.

No further amendments to the General Terms and Conditions of sale for articles 6.3 – 6.11

7. Delivery, transport and risk

No amendments to the General Terms and Conditions of sale

8. Taking Delivery

No amendments to the General Terms and Conditions of sale

9. Delivery and terms of delivery

No amendments to the General Terms and Conditions of sale

10. Retention of title and other securities

No amendments to the General Terms and Conditions of sale

11. No warranty ('garantie' under Dutch law)

No amendments to the General Terms and Conditions of sale

12. Inspection and claims

No amendments to the General Terms and Conditions of sale

13. Liability / Indemnification

No amendments to the General Terms and Conditions of sale

14. Force Majeure

No amendments to the General Terms and Conditions of sale

15. Execution by third parties

No amendments to the General Terms and Conditions of sale

16. Authorizations

No amendments to the General Terms and Conditions of sale

17. Intellectual Property Rights

17.1 ByBorre or its licensor(s) shall remain the exclusive owner of the Intellectual Property Rights ('IP Right(s)') vested in them before, during and after conclusion of the Order, and nothing in the contractual relationship with You nor the services performed by ByBorre shall be construed as a transfer of such IP Right to You.

17.2 By placing an Order or giving any other order to use, reproduce or reproduce material (in the broadest sense of the word) protected by the Dutch Copyright Act (de 'Auteurswet') or any other IP Right, You declare and warrant that no infringement is made to any copyright or industrial property right of third parties and You indemnify ByBorre in and out of court for all claims and consequences arising from the use, reproduction or reproduction of such material.

17.3 *Not applicable in relation to Textiles™ fabrics*

17.4 *Not applicable in relation to Textiles™ fabrics*

17.5 You grant ByBorre the non-exclusive, royalty-free right to use relevant IP owned by You for the purpose of fulfilling the Order.

17.6 All IP Rights relating to the Textiles™ fabrics (including the graphic design, including applied artwork, logos or other visual attributes and any deviations thereon) created by ByBorre, shall vest exclusively with ByBorre (or its licensor(s), if any).

17.7 *Not applicable in relation to Textiles™ fabrics*

17.8 You explicitly agree that within the scope of the Order, only existing IP Rights will be used and as such no new IP Right is to be developed.

17.9 *Not applicable in relation to Textiles™ fabrics*

17.10 Without written permission of ByBorre, You may not, directly or indirectly, use the Textiles™ fabrics or any other deliverables of the Order to reproduce (or have a third party reproduce) such. You acknowledge that if you would use the Textiles™ fabric or other deliverables of the Order to reproduce (or have a third party reproduce), it would violate both ByBorre's IP as well as the confidentiality agreed between ByBorre and You.

17.11 ByBorre has the right to mention Your name and/or logo for its own promotion.

17.12 All confidential information (especially including, but not limited to Textiles™ fabric details) provided by ByBorre in the scope of the Order will be owned by and remain the sole and exclusive property of ByBorre. All information from ByBorre shall be considered to be confidential, unless explicitly agreed otherwise.

17.13 *Not applicable in relation to Textiles™ fabrics*

18. Remedies

No amendments to the General Terms and Conditions of sale

19. Providing information and compliance to product safety laws

No amendments to the General Terms and Conditions of sale

20. Applicable law and competent court

20.1 All Agreements concluded by the parties are governed by Dutch law.

20.2 Any disputes in connection with or arising from an Agreement will initially be submitted exclusively to the competent court in the jurisdiction in which ByBorre has its registered offices, without prejudice to ByBorre's right to submit a dispute to another court with jurisdiction by law or by treaty.

21. Amendments

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Published, July 2022.
