

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF OPUS EUROPE B.V.

Opus Europe B.V. is a private company with limited liability, registered at Keizersgracht 391-A, 1016 EJ Amsterdam, The Netherlands. KvK: 80911005

Article 1: Applicability 1.1 These General Terms and Conditions ("GTC") apply to all offers, quotations, orders, agreements, and resulting sales and services provided by OPUS Europe B.V. ("Opus") to its clients ("Client"). 1.2 Any deviations from these GTC must be agreed upon in writing. 1.3 The applicability of the Client's terms and conditions is expressly rejected unless explicitly accepted in writing by Opus. The purchase conditions of third parties/customers are explicitly excluded. 1.4 If any provision of these GTC is void or unenforceable, the remaining provisions shall remain in full force and effect.

Article 2: Offers and Agreements 2.1 All offers and quotations issued by Opus are non-binding unless explicitly stated otherwise. 2.2 A contract is concluded only when Opus confirms an order in writing or upon execution of an order by Opus. 2.3 Orders placed electronically are deemed binding at the moment of Opus's written confirmation. 2.4 Changes to orders must be confirmed in writing by Opus and may result in price adjustments.

Article 3: Prices and Payment 3.1 All prices quoted are in Euros (EUR) or United States Dollars (USD), exclusive of VAT and other applicable taxes. 3.2 Payment terms are as agreed between the parties in advance and specified on the invoice. All payments to Opus shall be made without any discount, compensation, or suspension. 3.3 Failure to make timely payments entitles Opus to charge statutory commercial interest as per Dutch law. The Client shall also be liable for all (extrajudicial) collection costs incurred by Opus in the recovery of outstanding payments. 3.4 Opus reserves the right to request advance payments or payment guarantees.

Article 4: Delivery and Transfer of Risk 4.1 Delivery of goods shall be made Free on Board (FOB) Ho Chi Minh City, Vietnam, per INCOTERMS 2020, unless agreed otherwise. 4.2 The risk of loss or damage to goods passes to the Client upon loading onto the designated carrier. 4.3 Stated delivery times are binding unless the delay is due to the Client making changes, failing to approve production, or any other Client-related delay. In such cases, the delivery timeline may be adjusted accordingly. Delays shall not entitle the Client to cancellation or compensation unless agreed otherwise. 4.4 If the Client fails to take timely delivery, Opus may store the goods at the Client's risk and expense.

Article 5: Development Services 5.1 Opus provides footwear development services, including prototype creation, tooling development, and material sourcing. 5.2 All materials, designs, and samples provided by Opus remain the exclusive property of Opus and must be returned upon request. 5.3 The Client is responsible for approving all development specifications before production. 5.4 Any modifications requested after approval may result in additional costs and extended delivery timelines.

Article 6: Quality Control and Warranty 6.1 Opus warrants that the goods comply with mutually agreed quality standards and specifications. 6.2 The Client must inspect the goods upon delivery

and notify Opus of defects in writing within fourteen (14) business days after receiving them. 6.3 Warranty claims are valid for a period of twelve (12) months from the date of delivery. 6.4 Opus shall, at its discretion, repair, replace, or credit defective goods, provided defects are not caused by misuse, improper storage, or normal wear and tear.

Article 7: Liability and Limitations 7.1 Opus is only liable for direct damages resulting from proven non-performance or breach of contract. 7.2 Liability for indirect or consequential damages, including loss of profit, is excluded. 7.3 Opus's total liability is limited to the invoice value of the defective goods. 7.4 The Client indemnifies Opus against third-party claims related to the goods supplied.

Article 8: Retention of Title 8.1 Ownership of goods remains with Opus until full payment is received. 8.2 The Client may resell the goods during the payment term period but remains liable for full payment to Opus as per the agreed terms. 8.3 Opus reserves the right to reclaim unpaid goods at the Client's expense. 8.4 Opus has the right to withhold goods if outstanding payments remain unpaid. If delivery is late and delay penalties or claims penalties are due, these shall not be deducted from invoices. In cases where Opus has acknowledged claims, Opus shall settle such claims separately against an invoice provided by the Client.

Article 9: Intellectual Property 9.1 All designs, samples, and technical data remain the intellectual property of Opus. 9.2 The Client is prohibited from using Opus's intellectual property for purposes other than the agreed contract. 9.3 Any breach of this clause entitles Opus to claim damages and seek legal remedies.

Article 10: Force Majeure 10.1 Opus is not liable for delays or non-performance due to force majeure events, including natural disasters, pandemics, government restrictions, labor strikes, or supply chain disruptions.

Article 11: Termination 11.1 Opus may suspend or terminate any contract if the Client fails to fulfill payment obligations, becomes insolvent, or breaches any agreement term. 11.2 Termination does not affect accrued rights and obligations prior to termination.

Article 12: Dispute Resolution and Governing Law 12.1 These GTC and all agreements between Opus and the Client are governed by Dutch law. 12.2 Disputes shall be resolved by the Dutch courts. 12.3 The Vienna Sales Convention (CISG) does not apply.

Article 13: Confidentiality 13.1 Both parties must keep confidential all proprietary and business-sensitive information exchanged. 13.2 This obligation survives termination of the agreement.

Article 14: Final Provisions 14.1 These GTC may be updated by Opus, with notice given to the Client before taking effect. 14.2 If any provision of these GTC is found invalid, the remaining provisions remain unaffected. 14.3 No rights under these GTC may be assigned without prior written consent from Opus.