General Terms and Conditions of Sale

of Wilhelm Johann Meier GmbH, Heinrich-Krumm-Str. 12, 63073 Offenbach am Main, Germany

English translation – Version 08/2026

Note on this translation

This document is the English version of the General Terms and Conditions of Sale of Wilhelm Johann Meier GmbH. Pursuant to Section XVI No. 5, the language of the contract is German; in the event of any discrepancy between the two versions, the German version prevails. References to statutory provisions are references to German law, with the German citation retained in brackets.

I. Scope of application, contracting parties, contract documents

1. These General Terms and Conditions of Sale ("GTC") apply to all contracts for the supply of goods between Wilhelm Johann Meier GmbH (hereinafter the "Seller") and the Buyer, and to all future business relations, even if they are not expressly agreed again. They apply exclusively vis-à-vis entrepreneurs (Unternehmer, Sec. 14 German Civil Code – BGB), legal persons under public law and special funds under public law. Consumers (Verbraucher, Sec. 13 BGB) are not supplied; the Buyer shall furnish evidence of its commercial activity upon request.

2. Deviating, conflicting or supplementary terms of the Buyer shall not form part of the contract, even if the Seller does not object to them separately or performs an order without reservation while being aware of such terms. They apply only to the extent that the Seller expressly consents to them in text form.

3. Individual agreements made in a particular case (including collateral agreements, supplements and amendments) take precedence over these GTC. Their content is determined by an agreement in text form or by the Seller's order confirmation.

4. Orders may be placed via the "Smartview" application, through the field sales force, on the Seller's order forms, or in text form (e-mail).

5. Selective distribution system. (a) A selective distribution system exists for individual brands of the Seller. If, in connection with an order book order or an order book confirmation, the Buyer signs the contract documents provided to it for the selective distribution system of a brand, the brand-related selective distribution agreement and the annexes attached to it (Quality Standards for Distribution, Brand and Content Guidelines, Confirmation of Participation) shall be deemed agreed in the version provided and signed. In that set of documents the Buyer is referred to as the "authorised retail partner" and the Seller as the "manufacturer". (b) The selective distribution agreement supplements these GTC; in the event of conflict, the selective distribution agreement and its annexes prevail. (c) The Buyer's authorisation and the commencement of its participation in the selective distribution system are subject to the Seller sending an order confirmation (Section II No. 1). (d) The current version of the contract documents is available at www.meier-lederwaren.de. The version provided to the Buyer is the version governing the contractual relationship. The Seller shall notify amendments to the Quality Standards and to the Brand and Content Guidelines in text form giving reasonable advance notice; in the event of material amendments, the Buyer may terminate the selective distribution agreement within four weeks of receipt of the notification. (e) Orders placed by Buyers who have not signed contract documents for a selective distribution system are governed exclusively by these GTC. Termination of a selective distribution agreement does not affect purchase contracts already confirmed.

II. Offer, formation of contract, minimum quantities, rights in documents

1. The presentation of the Seller's goods and the provision of an opportunity to place orders do not constitute a binding offer. Only an order placed by the Buyer constitutes an offer to the Seller to conclude a purchase contract. If the Buyer places an order, the Seller will send an e-mail to the e-mail address provided confirming receipt of the order and setting out its details (order acknowledgement). The order acknowledgement does not constitute acceptance of the contract; it merely informs the Buyer that its order has been received by the Seller. The order qualifies as an offer to conclude a purchase contract. A binding contract is formed only when the Buyer receives an order confirmation from the Seller. This may also take the form of a modified order confirmation (e.g. due to product availability or errors). The Buyer may then object within 14 days of receipt of the modified order confirmation.

2. The Seller manufactures its articles only if the orders placed by its customers reach a minimum order quota (MOQ). If the MOQ is not reached, the Seller reserves the right not to produce the ordered article and to withdraw from the contract in whole or in part.

3. This also applies where the order is placed via the “Smartview” application. A contract is formed only subject to the conditions set out in Section II No. 1.

4. The Seller’s offers are subject to change and non-binding unless the Seller has expressly designated them as binding.

5. The Seller reserves its title, copyright and other protective rights in all illustrations, calculations, drawings and other documents. The Buyer may pass these on to third parties only with the Seller’s consent in text form, irrespective of whether the Seller has marked them as confidential.

6. The Seller reserves title, copyright and other protective rights in illustrations, calculations, drawings, samples, patterns and other documents and data. Disclosure to third parties is permitted only with the Seller’s consent in text form, irrespective of any marking as confidential.

III. Content supplied by the Buyer, third-party rights

If the Buyer transmits texts, motifs, logos or data for the performance of an order, it warrants that it is entitled to use, reproduce and publish them and that in doing so it observes third-party protective rights (in particular trade mark, copyright, personality and data protection rights). The Buyer shall indemnify the Seller against third-party claims based on a culpable breach of this warranty, including reasonable costs of legal defence. The Seller is entitled to reject orders containing racist, violence-glorifying, discriminatory or otherwise unlawful content.

IV. Prices, payment, security

1. Prices are FCA Offenbach am Main, Incoterms® 2020, including customary standard packaging, unless the order confirmation provides otherwise, and are exclusive of statutory value added tax, which is shown separately.

2. Invoices are due for payment within 30 days of receipt without deduction; a 3 % discount is granted for payment within 10 days of receipt. Payment is made by advance payment or on account. Payment is deemed to have been made only once the Seller can dispose of the amount, and in the case of payment by cheque only upon encashment. In the event of default in payment, the statutory provisions apply (Secs. 286, 288 BGB).

3. The Buyer is entitled to set-off only if its counterclaims have been finally adjudicated, are undisputed or have been acknowledged by the Seller. It has a right of retention only in respect of counterclaims arising from the same contractual relationship. The Buyer’s right to retain a reasonable part of the purchase price in the event of defects (Section X No. 6) remains unaffected.

4. Credit line and security. The Seller is entitled to set a credit line for the business relationship and to adjust it at its reasonable discretion with effect for future orders; the Buyer shall be notified of any adjustment. If, after conclusion of the contract, it becomes apparent that the claim to payment is jeopardised by the Buyer’s lack of ability to perform – in particular in the event of default in payment, a negative report from a credit agency, or a substantial increase over the previous order volume – the Seller is entitled, in accordance with the statutory provisions (Sec. 321 BGB), to refuse performance, to demand advance payment or reasonable security, and to change the payment terms for orders not yet performed.

V. Delivery and performance periods

1. Delivery dates and periods are non-binding unless they have been expressly agreed as binding. The delivery period commences only once all technical questions have been clarified and the Buyer has fulfilled its cooperation obligations, in particular has provided print data in the requested format and the required approvals in due time.

2. Partial deliveries are permissible to the extent that they are reasonable for the Buyer.

3. Liability for delay in delivery is governed by Section XI. The Buyer’s statutory rights, in particular in the case of transactions for delivery by a fixed date (Sec. 286 (2) no. 4 BGB, Sec. 376 German Commercial Code – HGB), and its right to withdraw after the unsuccessful expiry of a reasonable grace period remain unaffected.

4. In the event of default in acceptance or culpable breach of cooperation obligations, the Seller may claim compensation for the resulting damage and any additional expenses; the Buyer reserves the right to prove that the damage was lower. Upon default in acceptance or default of the debtor, the risk of accidental deterioration and accidental loss passes to the Buyer.

VI. Force majeure, disruptions to the supply chain

1. Events beyond the Seller's control which it cannot avert even by exercising reasonable care – in particular natural disasters, epidemics and pandemics, war, acts of terrorism and cyber attacks, strikes and lawful lock-outs, measures taken by public authorities, export, import or sanctions prohibitions, shortages of energy and raw materials, substantial transport, port or customs disruptions, and the failure of upstream suppliers despite careful selection and congruent hedging – extend the delivery period by the duration of the impediment plus a reasonable start-up period.

2. The Seller shall notify the commencement, expected duration and end of the impediment in text form without undue delay. If the impediment lasts longer than three months, either party is entitled to withdraw from the contract in respect of the affected part; consideration already rendered shall be refunded without undue delay. Claims for damages on account of the impediment do not exist in this respect; Section XI remains unaffected.

VII. Contractual right of withdrawal (cancellation)

1. In addition to the statutory rights, the Seller grants the Buyer a contractual right of withdrawal in accordance with the following provisions. The Buyer shall declare the withdrawal in text form.

2. The decisive point in time is receipt of the declaration of withdrawal by the Seller. The reference date is the delivery date stated in the order confirmation; if a delivery period has been confirmed, the first day of that period.

3. The Buyer owes liquidated damages, calculated on the net value of the goods of the cancelled item: (a) 25 % where the declaration is received more than 90 days before the reference date; (b) 50 % where it is received 90 to 61 days before the reference date; (c) 60 % where it is received 60 to 31 days before the reference date; (d) 75 % where it is received 30 days or less before the reference date. The Buyer reserves the right to prove that no damage has been incurred at all or that the damage is substantially lower than the liquidated amount. The Seller reserves the right to prove higher damage.

4. The contractual right of withdrawal ceases to exist once readiness for dispatch has been notified or the goods have been handed over to the carrier. The Buyer's statutory rights remain unaffected.

5. The Buyer shall receive an invoice for the cancellation amount plus statutory value added tax, payable without deduction 10 days after receipt.

VIII. Dispatch, passing of risk, packaging and take-back

1. Delivery is made FCA Offenbach am Main, Incoterms® 2020 (Section IV No. 1). The Seller loads the goods at its own cost and risk onto the means of transport provided by the Buyer and, where required, clears them for export. The risk passes to the Buyer as soon as the goods have been loaded onto the means of transport and the load securing has been applied or checked. If collection or dispatch is delayed for a reason attributable to the Buyer, the risk passes upon receipt of the notification of readiness for dispatch. The Buyer commissions the main carriage; dispatch is uninsured and at the Buyer's risk. At the Buyer's request and expense, the Seller will take out transport insurance or commission the transport in the name and for the account of the Buyer. The Buyer's dispatch preferences will be accommodated where possible; any additional costs resulting therefrom shall be borne by the Buyer, including where carriage-free delivery has been agreed. By way of derogation from the allocation of costs under FCA, the Seller shall bear the freight costs for deliveries with a net value of goods exceeding EUR 1,000.00; where the value of the goods is lower, the Seller may charge shipping costs. The assumption of costs does not affect the passing of risk under sentence 3.

2. Take-back of packaging. The Seller shall take back used, residue-free transport packaging as well as other non-system-participation packaging of the same type, form and size in accordance with the requirements of Regulation (EU) 2025/40 (PPWR) and the German Packaging Law Implementation Act (Verpackungsrecht-Durchführungsgesetz – VerpackDG), free of charge at the place of actual handover or in its immediate vicinity. The take-back may be carried out by a commissioned third party or by a producer responsibility organisation; upon request, the Seller shall inform the Buyer of the take-back point and the applicable arrangements. The Buyer shall provide the packaging sorted by type and free of residues. The Buyer may instead arrange for the packaging to be reused or recovered itself in accordance with the statutory requirements; in that case, take-back by the Seller does not apply. Pallets are handled by way of exchange.

3. If dispatch is delayed at the Buyer's request or for a reason attributable to the Buyer, the Seller shall store the goods at the Buyer's cost and risk; notification of readiness for dispatch is equivalent to dispatch. The Seller may charge storage costs of 0.5 % of the net value of the goods for each week commenced, up to a total maximum of 5 %; the Buyer reserves the right to prove that the damage was lower, and the Seller reserves the right to prove higher damage.

IX. Retention of title

1. The Seller retains title to the goods delivered until full payment of all claims arising from the ongoing business relationship. This also applies to future deliveries, without any need for renewed reference to this reservation.

2. The Buyer shall treat the goods subject to retention of title with care, insure them at its own expense against theft, fire and water damage at replacement value, and carry out any necessary maintenance work in due time at its own expense. The Buyer shall notify the Seller without undue delay in text form of any attachment or other intervention by third parties. To the extent that the third party does not reimburse the costs of an action pursuant to Sec. 771 German Code of Civil Procedure (ZPO), the Buyer is liable for the shortfall.

3. The Buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. The Buyer hereby assigns to the Seller the resulting claims against its customers in the amount of the final invoiced amount of the Seller's claim (including value added tax); the Seller accepts the assignment. The Buyer remains authorised to collect the claim. The Seller will not collect the claim itself as long as the Buyer meets its payment obligations, is not in default of payment, no application has been filed for the opening of insolvency proceedings and no suspension of payments has occurred.

4. If the realisable value of the security exceeds the secured claims by more than 10 %, the Seller shall, at the Buyer's request, release security of its choice.

5. The Seller is entitled to take back the goods if it has effectively withdrawn from the contract; the statutory requirements, in particular the requirement to set a reasonable period, remain unaffected.

X. Defects as to quality and title

1. The statutory provisions apply to the Buyer's rights in the event of defects as to quality and title (including delivery of the wrong goods or short delivery), unless otherwise provided below. The statutory special provisions on supplier recourse where the goods are ultimately delivered to a consumer (Secs. 445a, 445b, 478 BGB) remain unaffected and are not excluded.

2. The basis of liability for defects is primarily the agreement reached on the quality of the goods. Product descriptions and manufacturer specifications which form part of the contract or which were publicly announced by the Seller at the time the contract was concluded constitute such an agreement. Where the quality has not been agreed, whether a defect exists is determined in accordance with Sec. 434 (1) to (3) and (5) BGB. The Seller is not liable for public statements made by third parties which the Buyer has not identified as decisive for its purchase. Variations in colour, grain, structure and dimensions customary in the trade in the case of natural leather do not constitute a defect.

3. There are no claims for defects in respect of defects of which the Buyer is aware, or of which it is unaware as a result of gross negligence, at the time the contract is concluded (Sec. 442 BGB). Such claims require that the Buyer has complied with its obligations to inspect and to give notice of defects pursuant to Secs. 377, 381 HGB. Obvious defects must be notified in text form within six working days of delivery, and hidden defects within the same period from their discovery. If the Buyer fails to do so, liability for the defect not notified in due time is excluded in accordance with the statutory provisions.

4. In the event of a defect, the Seller shall first choose whether to provide subsequent performance by way of repair or replacement delivery; its right to refuse subsequent performance subject to the statutory requirements remains unaffected. The Buyer shall give the Seller the time and opportunity required for subsequent performance, in particular shall hand over the goods complained of for inspection purposes.

5. The Seller shall bear the expenses necessary for inspection and subsequent performance in accordance with the statutory provisions if a defect exists. Otherwise, the Seller may claim reimbursement of the costs incurred as a result of an unjustified request to remedy a defect, unless the absence of a defect was not apparent to the Buyer.

6. The Seller may make subsequent performance conditional upon payment of the purchase price due; the Buyer is entitled to retain a part of the purchase price reasonable in proportion to the defect.

7. In urgent cases, for example where operational safety is at risk or in order to prevent disproportionate damage, the Buyer may remedy the defect itself after prior notification, where possible, and claim reimbursement of the objectively necessary expenses. This does not apply to the extent that the Seller would be entitled to refuse subsequent performance.

8. If subsequent performance has failed, a reasonable period has expired without success, or subsequent performance is dispensable under the statutory provisions, the Buyer may withdraw from the contract or reduce the purchase price. There is no right of withdrawal in the case of an insignificant defect.

9. Claims of the Buyer for damages and for reimbursement of futile expenses exist, including in the case of defects, only in accordance with Section XI.

10. Limitation. Claims for defects become time-barred 12 months after delivery of the goods to the Buyer. This shortened period does not apply to: claims for injury to life, body or health; claims based on intentional or grossly negligent breach of duty or on fraudulent concealment of a defect; claims under a guarantee or an assurance as to quality; claims under the German Product Liability Act (Produkthaftungsgesetz); claims in supplier recourse pursuant to Secs. 445a, 445b, 478 BGB; and claims in the cases governed by Sec. 438 (1) no. 1 and no. 2 BGB and Sec. 438 (3) BGB. In these respects, the statutory limitation periods apply.

XI. Liability

1. The Seller is liable without limitation in accordance with the statutory provisions in cases of intent and gross negligence, for injury to life, body or health, for fraudulent concealment of a defect, where it has assumed a guarantee or a procurement risk, under the German Product Liability Act, and in all other cases of mandatory statutory liability.

2. In the event of a slightly negligent breach of a material contractual obligation the performance of which is essential to achieving the purpose of the contract or on the observance of which the Buyer was entitled to rely (cardinal obligation), the Seller is liable for the foreseeable damage typical of this type of contract.

3. In all other respects, the Seller’s liability is excluded. The limitations of liability apply to the same extent for the benefit of the Seller’s legal representatives, employees and vicarious agents.

4. The above provisions do not entail any change in the statutory burden of proof to the Buyer’s detriment.

XII. Product safety, compliance, resale

1. When reselling, in particular to consumers, the Buyer shall comply with the obligations under Regulation (EU) 2023/988 (GPSR). In particular, the Buyer shall pass on the name and contact details of the manufacturer and of the responsible person in the EU, warnings and safety information as well as care and use instructions in the official language or languages of the country of destination, shall verify that the required markings are present, and shall ensure traceability. Markings, labels, hangtags, batch and article numbers and packaging information must not be removed, covered or altered.

2. If the Buyer places goods on the market under its own name or its own brand, modifies them or repackages them, the resulting manufacturer and importer obligations apply to the Buyer, in particular under Regulation (EU) 2025/40 (PPWR) and the VerpackDG (registration, producer responsibility, labelling) and under the GPSR.

3. The Buyer shall support the Seller without undue delay and free of charge in the case of safety warnings, recalls and take-back campaigns, and in the case of requests for information from market surveillance and customs authorities. The Buyer shall keep procurement and sales data for traceability purposes for a period of ten years.

4. The Buyer may use environmental claims relating to the Seller’s products only to the extent that they have been approved by the Seller in text form and are substantiated.

5. With regard to the origin of hides and leather raw materials, the Seller shall provide, upon request, the information made available to it by its upstream suppliers. This does not constitute an assurance of compliance with due diligence obligations under Regulation (EU) 2023/1115 (EUDR), to the extent and for as long as the products concerned do not fall within its scope; the parties will agree on the necessary additional provisions if and when it becomes applicable.

6. If the Buyer culpably breaches the obligations under Nos. 1 to 4, it shall indemnify the Seller against resulting third-party claims and measures taken by authorities, including reasonable costs of legal defence.

XIII. Distribution channels, brands and content

Where a selective distribution system and corresponding contract documents exist for a brand (Section I No. 5), the permitted distribution channels, the requirements for bricks-and-mortar and online distribution, distribution via third-party platforms and marketplaces, and the supply of further retailers are governed exclusively by the relevant selective distribution agreement and its annexes. The use of brands, product images, product data and content is limited to the resale of the goods purchased and is governed by the Brand and Content Guidelines; no licence going beyond this is granted. The Buyer remains free to determine its resale prices.

XIV. Confidentiality, assignment

1. The Buyer shall keep confidential the Seller's terms and conditions, calculations, collection, sample and development information as well as other information marked as confidential or evidently confidential, for the duration of the business relationship and for three years thereafter, and shall use such information only for the purposes of the contract. Information that is generally known and statutory disclosure obligations are excepted.

2. The Buyer may assign rights and claims arising from the contract only with the Seller's consent in text form; Sec. 354a HGB remains unaffected.

XV. Data protection and credit reports

1. The Seller processes personal data in accordance with the requirements of the GDPR and the German Federal Data Protection Act (BDSG). The information pursuant to Arts. 13, 14 GDPR is available at www.meier-lederwaren.de and will be sent upon request.

2. For the purpose of credit assessment and protection against bad debts, the Seller obtains reports from credit agencies (e.g. SCHUFA, Creditreform Boniversum) and transmits the data required for this purpose. The legal basis is Art. 6 (1) (f) GDPR; the legitimate interest lies in safeguarding trade credit risks. The report may contain a probability value calculated from the data holdings for assessing the credit risk (score). The Buyer may object to the processing pursuant to Art. 21 GDPR; in that case the Seller will examine whether compelling legitimate grounds prevail and may switch supply to advance payment.

XVI. Final provisions

1. The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. The place of performance and exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is the Seller's registered office in Offenbach am Main, unless the order confirmation provides otherwise and provided that both parties are merchants within the meaning of Secs. 1 et seq. HGB. The Seller remains entitled to bring proceedings at the Buyer's general place of jurisdiction.

3. Where these GTC provide for text form, a declaration by e-mail is sufficient. Agreements between the parties shall be recorded in text form; no verbal collateral agreements are made.

4. Should any provision of these GTC be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. The statutory provision shall apply in place of the invalid provision.

5. The language of the contract is German. In the case of translations of these GTC, the German version prevails.

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