

I. Scope, contracting parties, contractual documents

1. These General Terms and Conditions (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 relationships, even if they are not expressly agreed again. They apply exclusively to entrepreneurs (§ 14 BGB), legal persons governed by public law and special funds governed by public law. Consumers (§ 13 BGB) will not be supplied; evidence of commercial activity must be provided on request.

2. Any differing, conflicting or supplementary terms of the Buyer shall not form part of the contract, even if the Seller does not separately object to them or fulfils an order without reservation in the knowledge of such terms. They apply only insofar as the Seller expressly agrees to them in text form.

3. Individually negotiated agreements in particular cases (including ancillary agreements, supplements and amendments) take precedence over these GTC. An agreement in text form or the Seller's order confirmation shall be authoritative as to their content.

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

5. Selective distribution system. **(a)** A selective distribution system exists for certain brands of the Seller. If, in connection with an orderbook order or orderbook confirmation, the Buyer signs the contractual documents provided to it for a brand's selective distribution system, the brand-specific selective distribution agreement and its attached annexes (Distribution Quality Standards, Brand and Content Guidelines, Confirmation of Participation) shall be deemed agreed in the version provided and signed. In these documents, the Buyer is referred to as the "authorised trading 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 take precedence. **(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, clause 1). **(d)** The current version of the contractual documents is available at www.meier-lederwaren.de. The version provided to the Buyer is authoritative for the contractual relationship. The Seller may amend the Quality Standards and the Brand and Content Guidelines with prospective effect where there is an objective reason, particularly statutory or regulatory requirements, technical developments or the protection of legitimate brand-related quality requirements, and the amendment is reasonable having regard to the Buyer's interests. Amendments will be notified in text form with reasonable advance notice. In the event of material amendments, the Buyer may terminate the selective distribution agreement within four weeks of receiving the notification. **(e)** Orders from Buyers who have not signed contractual 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. Offers, conclusion of contracts, minimum quantities, proprietary rights in documents

1. The presentation of the Seller's goods and the provision of an opportunity to order them do not constitute a binding offer. Only the Buyer's order constitutes an offer to the Seller to enter into a purchase contract. Once the order has been received, the Buyer will receive an acknowledgement of receipt of the order at the email address it has provided, setting out the order details. This acknowledgement does not constitute acceptance of the contract. A contract is concluded when the Seller accepts the order by an order confirmation matching its content. If the order confirmation differs from the order, it constitutes a rejection of the order combined with a new binding offer by the Seller. The Seller will clearly identify the differences in the order confirmation. Insofar as the differences are reasonable for the Buyer having regard to both parties' interests and do not materially alter the overall nature of the order, the new offer shall be deemed accepted unless the Buyer objects within 14 days of receiving the order confirmation. At the start of this period, the Seller will specifically draw the Buyer's attention in the order confirmation to the fact that its silence after expiry of the period will be deemed acceptance of the amended offer. The Buyer remains free to expressly accept or reject the amended offer within that period. This deemed acceptance does not apply to an increase in the price stated in the order, the substitution of other goods for the goods ordered, or a material change in the quantity ordered or the delivery date stated in the order. In these cases, a contract on the amended terms is concluded only if the Buyer accepts the new offer expressly or by unequivocal conduct.

2. For items whose production depends on reaching a minimum order quota (MOQ), the Buyer will be informed of the relevant MOQ and the deadline by which it must be reached before placing its order. If the Seller accepts the order by issuing an order confirmation, the contract is concluded upon receipt of that confirmation subject to the condition precedent that the notified MOQ is reached within that period. The Seller shall inform the Buyer without delay whether the condition has been fulfilled or has failed. If the MOQ is not reached within the notified period, the condition is not fulfilled; no declaration of withdrawal is required.

3. This also applies where an order is placed via the "Smartview" application. A contract is concluded only subject to the requirements of Section II, clause 1.

4. The Seller's offers are subject to confirmation and non-binding unless expressly designated as binding.

5. The Seller reserves its ownership, copyright and other proprietary rights in all illustrations, calculations, drawings and other documents. The Buyer may disclose these 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 ownership, copyright and other proprietary 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 confidentiality marking.

III. Buyer-supplied content, third-party rights

Where the Buyer supplies text, designs, logos or data for the fulfilment of an order, it gives an assurance that it is entitled, reproduce and publish them and that it respects third-party rights (in particular trade mark, copyright, personality and data protection rights). The Buyer shall indemnify the Seller against third-party claims arising from a culpable breach of this assurance, including reasonable legal defence costs. The Seller may 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 standard commercial packaging unless the order confirmation provides otherwise, and exclude statutory value added tax, which will be shown separately.

2. Invoices are payable within 30 days of receipt without deduction; a 3% cash discount is granted for payment within 10 days of receipt. Payment shall be made in advance or on invoice. Payment is deemed made only when the Seller can dispose of the amount, or, for payment by cheque, when the cheque is honoured. The statutory provisions (§§ 286, 288 BGB) apply in the event of late payment.

3. The Buyer may set off counterclaims only if they have been established by a final and binding judgment, are undisputed or have been acknowledged by the Seller. This does not apply to counterclaims closely linked to the Seller's claim by a reciprocal contractual relationship. The Buyer has a right of retention only in respect of counterclaims arising from the same contractual relationship. Its right to withhold a proportionate part of the purchase price in the event of defects (Section X, clause 6) remains unaffected.

4. Credit limit and security. The Seller may set a credit limit for the business relationship and adjust it at its reasonable discretion with effect for future orders; the Buyer will be notified of any adjustment. If, after conclusion of the contract, it becomes apparent that the payment claim is at risk due to the Buyer's inability to perform — in particular in the event of late payment, an adverse credit reference or a substantial increase over the previous order volume — the Seller may, in accordance with the statutory provisions (§ 321 BGB), refuse performance and require advance payment or adequate security.

V. Delivery and performance periods

1. Delivery dates and periods are non-binding unless expressly agreed to be binding. If technical matters necessary for performance have not yet been clarified or essential acts of cooperation by the Buyer have not yet been carried out, an agreed delivery period shall be extended by the resulting delay.

2. Partial deliveries are permitted insofar as they are reasonable for the Buyer.

3. Liability for delayed delivery is governed by Section XI. The Buyer's statutory rights, particularly in transactions where timely performance is essential (§ 286(2), no. 4 BGB, § 376 HGB), and its right to withdraw after a reasonable additional period has expired without performance, remain unaffected.

4. In the event of delay in acceptance or a culpable breach of duties of cooperation, the Seller may claim compensation for the resulting loss and any additional expenses; the Buyer retains the right to prove a lower loss. The transfer of risk is governed by Section VIII, clause 1.

VI. Force majeure, supply chain disruptions

1. Events beyond the Seller's control which it cannot avert even with reasonable care – in particular natural disasters, epidemics and pandemics, war, terrorist and cyberattacks, strikes and lawful lockouts, government measures, export, import or sanctions prohibitions, shortages of energy and raw materials, substantial transport, port or customs disruptions, and failure of upstream suppliers despite careful selection and congruent covering transactions – extend the delivery period by the duration of the impediment plus a reasonable restart period.

2. The Seller shall notify the beginning, expected duration and end of the impediment without delay in text form. If the impediment lasts for more than three months, either party may withdraw from the affected part of the contract; any consideration already provided will be refunded without delay. No claims for damages arising from the impediment exist to that extent; Section XI remains unaffected.

VII. Contractual right of withdrawal (cancellation)

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

2. The time at which the Seller receives the declaration of withdrawal is decisive. The reference date is the delivery date stated in the order confirmation or, if a delivery period has been confirmed, its first day.

3. The Buyer shall owe compensation assessed at a flat rate, calculated on the net goods value of the cancelled item: **(a)** receipt more than 90 days before the reference date: 25%; **(b)** receipt 90 to 61 days before the reference date: 50%; **(c)** receipt 60 to 31 days before the reference date: 60%; **(d)** receipt 30 days or less before the reference date: 75%. The Buyer retains the right to prove that no loss was incurred or that the loss was substantially lower than the flat rate. The Seller retains the right to prove a higher loss.

4. The contractual right of withdrawal ceases 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 will receive an invoice for the cancellation amount, payable without deduction ten days after receipt.

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

1. Delivery is FCA Offenbach am Main, Incoterms® 2020 (Section IV, clause 1). The Seller, at its own cost and risk, loads the goods onto the means of transport provided by the Buyer and, where required, clears them for export. Risk passes to the Buyer once the goods have been loaded onto the means of transport and the load securing has been fitted or checked. If collection or dispatch is delayed for a reason for which the Buyer is responsible, risk passes upon receipt of notification of readiness for dispatch. The Buyer commissions the main carriage; goods are dispatched uninsured at its risk. At the Buyer's request and expense, the Seller shall arrange transport insurance or commission carriage in the Buyer's name and for its account. The Buyer's dispatch instructions will be taken into account where possible; the Buyer bears any resulting additional costs, including where freight-free delivery has been agreed. By derogation from the FCA allocation of costs, the Seller bears freight costs for deliveries with a net goods value of more than EUR 1,000.00; for lower goods values, it may charge dispatch costs. This assumption of costs does not affect the transfer of risk under sentence 3.

2. Packaging take-back. The Seller takes back used, fully emptied transport packaging and other packaging not subject to mandatory participation in a collection and recovery scheme, of the same type, form and size, free of charge at the place of actual handover or in its immediate vicinity, in accordance with Regulation (EU) 2025/40 (PPWR) and the German Packaging Law Implementation Act (VerpackDG). Take-back may be carried out by an appointed third party or a producer responsibility organisation; on request, the Seller will inform the Buyer of the collection point and arrangements. The Buyer shall make the packaging available sorted by material and fully emptied. Alternatively, it may itself arrange for the packaging to be reused >

or recovered in accordance with statutory requirements; in that case, the Seller's take-back obligation does not apply. Any further statutory registration, participation, organisational and record-keeping obligations of the party concerned remain unaffected. Pallets are handled on an exchange basis.

3. If dispatch is delayed at the Buyer's request or for a reason for which it is responsible, the Seller shall store the goods at the Buyer's expense and risk. The Seller may charge storage costs of 0.5% of the net goods value for each week commenced, up to a total of 5%; the Buyer retains the right to prove a lower loss and the Seller a higher loss.

IX. Retention of title

1. The Seller retains title to the goods supplied until all claims arising from the ongoing business relationship have been paid in full. This also applies to future deliveries without requiring any further reference to it.

2. The Buyer shall handle 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 in good time at its own expense. It shall notify the Seller without delay in text form of attachments and other interference by third parties. Insofar as the third party does not reimburse the costs of proceedings under § 771 ZPO, the Buyer is liable for the shortfall.

3. The Buyer may resell goods subject to retention of title in the ordinary course of business. It hereby assigns to the Seller the resulting claims against its customers up to 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 claims. The Seller will not collect the claim itself provided the Buyer fulfils its payment obligations, is not in arrears, no application to open insolvency proceedings has been filed 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 may take back the goods if it has validly withdrawn from the contract; statutory requirements, in particular the requirement to set a reasonable time limit, remain unaffected.

X. Defects in goods and defects in title

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

2. Liability for defects is based primarily on the agreement as to the characteristics of the goods. Product descriptions and manufacturer's statements which form part of the contract or were made public by the Seller at the time of conclusion of the contract constitute such an agreement. Where characteristics have not been agreed, the existence of a defect is determined under § 434(1) to (3) and (5) BGB. The Seller is not liable for public statements by third parties which the Buyer has not identified as decisive for its purchase. Variations in colour, grain, structure and dimensions customary in natural leather do not constitute a defect. This does not apply where specific characteristics or dimensions have been expressly agreed.

3. If the purchase is a commercial transaction for both parties, the statutory inspection and notification obligations apply, in particular §§ 377, 381 HGB. No defect claims exist for defects of which the Buyer is aware at the time of conclusion of the contract or of which it is unaware due to gross negligence (§ 442 BGB). In a commercial transaction, apparent defects shall be notified in text form within six working days of delivery, and latent defects within the same period after discovery. If the Buyer fails to do so, liability for the defect not notified in time is excluded in accordance with the statutory provisions.

4. In the event of a defect, the Seller shall initially choose whether to provide subsequent performance by repair or replacement; its right to refuse subsequent performance under the statutory conditions remains unaffected. The Buyer shall give the Seller the necessary time and opportunity for subsequent performance, in particular by handing over the disputed goods for examination.

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

6. The Seller may make subsequent performance conditional on payment of the purchase price due; the Buyer may withhold a part of the purchase price proportionate to the defect.

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

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

9. Even in the event of defects, the Buyer's claims for damages and reimbursement of wasted expenditure exist only in accordance with Section XI.

10. Limitation periods. Claims for defects become time-barred 12 months after delivery of the goods to the Buyer. This reduction does not apply to: claims for injury to life, limb or health; claims arising from intentional or grossly negligent breach of duty or fraudulent concealment of a defect; claims under a guarantee or an assurance as to characteristics; claims under the German Product Liability Act; supplier recourse claims under §§ 445a, 445b, 478 BGB; or claims in the cases covered by § 438(1), nos. 1 and 2 BGB and § 438(3) BGB. The statutory limitation periods apply in these cases.

XI. Liability

1. The Seller is liable without limitation in accordance with the statutory provisions in cases of intent and gross negligence, injury to life, limb or health, fraudulent concealment of a defect, assumption of a guarantee or 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 an essential contractual obligation whose fulfilment is necessary for achieving the purpose of the contract or on compliance with which the Buyer was entitled to rely (fundamental obligation), the Seller is liable for compensation for foreseeable loss typical of the contract.

3. In all other respects, the Seller's liability is excluded. The limitations of liability apply to the same extent to the Seller's legal representatives, employees and persons engaged in the performance of its obligations.

4. The above provisions do not alter the statutory burden of proof to the Buyer's disadvantage.

XII. Product safety, compliance, resale

1. On resale, particularly to consumers, the Buyer shall comply with the obligations under Regulation (EU) 2023/988 (GPSR). In particular, it shall pass on the name and contact details of the manufacturer and the responsible person in the EU, warnings and safety information, and care and operating instructions in the official language or languages of the destination country, check that the required markings are present and ensure traceability. Markings, labels, hangtags, batch and item numbers, and packaging information must not be removed, obscured or altered.

2. If the Buyer places goods on the market under its own name or trade mark, modifies them or repackages them, it shall be subject to the resulting obligations under the applicable statutory provisions, in particular the respective producer, manufacturer, importer and other economic operator obligations under Regulation (EU) 2025/40 (PPWR) and the VerpackDG (particularly registration, extended producer responsibility and labelling), and the corresponding obligations under the GPSR.

3. The Buyer shall assist the Seller without delay and free of charge with safety warnings, recalls and product withdrawals, and with requests for information from market surveillance and customs authorities. It shall retain procurement and sales data for traceability purposes for ten years.

4. The Buyer may use environmental claims relating to the Seller's products only insofar as they have been approved by the Seller in text form and can be substantiated.

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

6. If the Buyer culpably breaches its obligations under clauses 1 to 4, it shall indemnify the Seller against resulting third-party claims and the costs of official measures caused thereby and legally recoverable, including reasonable legal defence costs.

XIII. Distribution channels, trade marks and content

Where a selective distribution system and corresponding contractual documents exist for a brand (Section I, clause 5), the permitted distribution channels, requirements for physical retail and online distribution, distribution through third-party platforms and marketplaces, and supplies to other retailers shall be governed exclusively by the relevant selective distribution agreement and its annexes. The use of trade marks, product images, product data and content is restricted to the resale of the goods purchased and is governed by the Brand and Content Guidelines; no broader licence is granted. The Buyer remains free to determine its resale prices.

XIV. Confidentiality, assignment

1. The Buyer shall keep the Seller's commercial conditions, calculations, collection, sample and development information, and any other information marked as confidential or evidently confidential, confidential for the duration of the business relationship and for three years thereafter, and shall use it only for contractual purposes. Publicly known information and statutory disclosure obligations are excepted.

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

XV. Data protection and credit information

1. The Seller processes personal data in accordance with the GDPR and the German Federal Data Protection Act (BDSG). Information under Articles 13 and 14 GDPR is available at www.meier-lederwaren.de and will be sent on request.

2. To assess creditworthiness and protect against bad debts, the Seller obtains information from credit reference agencies (e.g. SCHUFA, Creditreform Boniversum) and transmits the data required for this purpose. The legal basis is Article 6(1)(f) GDPR; the legitimate interest is the protection against trade credit risks. The information may include a probability value calculated from the data held to assess credit risk (score). The Buyer may object to the processing under Article 21 GDPR; in that case, the Seller shall examine whether overriding compelling legitimate grounds exist and may switch future orders to payment in advance.

XVI. Final provisions

1. The law of the Federal Republic of Germany applies, excluding the UN 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 or in connection with the contractual relationship is the Seller's registered business address in Offenbach am Main, unless the order confirmation provides otherwise and provided both parties are merchants within the meaning of §§ 1 et seq. HGB. The Seller remains entitled to bring proceedings at the Buyer's general place of jurisdiction.

3. Where these GTC require text form, a declaration by email is sufficient. Agreements between the parties shall be recorded in text form; no oral ancillary agreements shall be made.

4. If a provision of these GTC is or becomes wholly or partly invalid, the validity of the remaining provisions remains unaffected. The statutory provision shall replace the invalid provision.

5. The language of the contract is German. In the event of translations of these GTC, the German version shall prevail.