

CONTRACT AND DELIVERY TERMS AND CONDITIONS

1. General/Inclusion

The Seller will sell only under the following terms:

The Buyer acknowledges these terms and conditions as applicable to all current and future deliveries, even if its own terms and conditions differ.

Deviations from our terms and conditions must be agreed to in writing and are only effective if they bear the signature of either corporate management or the responsible sales manager.

Any silence on our part with regard to differing terms and conditions of the Buyer or standard conditions communicated to us does not constitute our acceptance of said terms and conditions. In particular, silence regarding order confirmations must not be interpreted as consent to any contradictory content.

Any deviations from our terms and conditions in the Buyer's order confirmation will be regarded by us as a rejection of the order.

If the customer nevertheless accepts our delivery, this will constitute indisputable agreement with our terms of delivery and payment such that only said terms will apply.

Unless otherwise provided for in our Contract and Delivery Terms and Conditions, the latest standard terms and conditions for the clothing industry shall apply.

2. Data protection

All data is stored electronically and/or manually in accordance with data protection laws and other legal provisions and/or regulations.

Where necessary or appropriate for the transaction of business or in accordance with other laws, we may provide said data to third parties in accordance with applicable data protection laws.

Data may be fully or partially transferred to the extent necessary or appropriate, in particular to our dependent and independent subsidiaries, agencies and representatives, branch locations, licensees, tax consultants and auditors, data centres and financial institutions.

3. Validity clause

If any of the provisions of these Terms and Conditions are invalid for any reason, the validity of the remaining clauses shall remain unaffected.

4. Quality of the goods

Our goods are produced industrially.

Minor variations in size, shape, material properties and colour from the sample collection or brochures and other depictions of our goods are not considered defects.

We are not responsible for advertising claims regarding the nature of goods made by our contract partners or their agents.

5. Delivery

Goods are delivered ex works.

Transport risk and shipping costs are borne by the Buyer.

Packaging costs will be charged only if the Buyer requests special packaging for shipping.

6. Remote trade, social networks and resellers

The Buyer will primarily sell contract products and, if applicable, licensed products directly to end consumers. Where the Buyer wishes to sell to purchasers other than end consumers, he will only sell to purchasers who are proven to meet GERRY WEBER's high standards of distribution. Moreover, the Buyer will in such cases first obtain GERRY WEBER's written consent to the expansion of its sales structure since third parties may have exclusive distribution rights in certain regions and countries which both GERRY WEBER and its Buyers must respect.

The Buyer agrees that he will not create his own distribution network or set up branches in any territories which have been allocated exclusively to another GERRY WEBER Partner or which GERRY WEBER has reserved for itself and that he will not actively solicit or supply customers in any such territories or advertise or warehouse contract products there. Similarly, the Buyer is not permitted to sell to any purchaser who it believes will resell the contract products on a commercial basis in such territories. Cross-supplies by the Buyer to the holder of the respective exclusive distribution right are permissible.

The Buyer must first obtain GERRY WEBER's prior written consent if it plans activities related to GERRY WEBER in social media or social networks. Any Internet appearances must be designed such that they do not adversely affect the rights of GERRY WEBER, in particular GERRY WEBER's trademarks or third party rights. The Buyer will inform GERRY WEBER if it intends to sell the contract products at a distance so that GERRY WEBER can check whether such rights are infringed.

7. Acceptance default

If the Buyer is in default of acceptance, the Seller has the right, after granting a grace period of 10 days, to either issue an invoice for any pending deliveries or withdraw from the agreement and request damages.

8. Seller default

After expiry of the agreed delivery period, a delivery grace period of no more than 12 days will be granted without notice.

After expiry of this grace period, the Seller's withdrawal from the agreement shall be considered automatically declared unless the Buyer demands fulfilment of the agreement within an additional 14 days.

Damage claims by the Buyer against the Seller due to default are limited to cases of intent and gross negligence, with the exception of claims for damages arising from injury to life, body or health.

Partial deliveries are permitted with a discharging effect.

Each partial delivery is considered an independent order and will be billed separately.

9. Liability of the Seller for breach of duty

The liability of the Seller for breach of duty is limited to cases of gross negligence and intent except in cases of delivery of physically or legally defective merchandise or delayed delivery of the merchandise by the Seller or one of its agents within the meaning of BGB Section 280/281.

In the case of minor negligence, the Seller is not liable for breach of duty on its part or that of its agents.

The above limitation of liability does not apply to damage resulting from injury to life, body or health due to breach of duty by the Seller or its agents.

10. Statute of limitations

The limitation period for Buyer claims arising from breach of duty by the Seller or one of its agents is one year.

The limitation period begins on the date the goods are delivered.

In cases of gross negligence or intent, or in cases of damage arising from injury to life, body or health due to breach of duty by the Seller or one of its agents, the legal provisions regarding the standard statute of limitations and the start of the limitation period shall apply.

11. Rights and obligations of the Buyer in the case of physical and legal defects

Complaints regarding visible defects must be submitted to us in accordance with HGB Section 377 Paragraph 2 immediately but no later than within 12 business days of shipment of the goods or, in the case of non-visible defects, within 12 days of possible detection.

If the Buyer fails to file defect claims on time, Buyer relinquishes all claims to damages and replacement/repair as well as its right to withdraw from the agreement or reduce the purchase price.

Rejected goods must be returned to the Seller no later than 5 business days after the complaint is filed; defective goods are considered returned upon receipt by the Seller.

If the defect is accepted by the Seller, the Buyer has the right to have the goods replaced or repaired.

The Seller may elect whether to repair or replace the goods.

The Buyer has the right to withdraw from the purchase agreement or reduce the purchase price only if replacement or repair fails to remedy the issue twice within a reasonable time frame after a complaint is submitted.

If the Buyer chooses to withdraw from the agreement, it shall not be entitled to damages for the defect.

The Buyer shall not be entitled to any other claims regarding physical and legal defects unless the Seller has acted fraudulently or issued a guarantee.

12. Burden of proof

The Buyer bears the full burden of proof for any claims, including for the defect itself, the time of discovery of the defect and the timeliness of the complaint unless the circumstances to be proven are lying in the sphere of responsibility of Seller.

13. Statute of limitations

Buyer's claims for material and legal defects shall expire within one year.

The limitation period begins on the date the merchandise is delivered.

The above restrictions do not apply to claims arising from injury to life, body or health.

14. Buyer's recourse

If the Buyer is forced to take back possession of the goods from the consumer due to defects or if the consumer reduces the purchase price, and provided the Buyer has met its obligations to the Seller to immediately report defects in accordance with HGB Section 377 Paragraph 2

("immediate review of the product upon receipt for defects and immediate submission of a complaint within no more than 5 business days in accordance with our General Contract and Delivery Terms and Conditions"), the Buyer's claims against the Seller due to physical or legal defects and any claims due to breach of duty or expense reimbursement claims by the consumer against the Buyer due to failed replacement or repair or breach of duty shall be limited to payment of a maximum of 120% of the net purchase price under the contractual relationship between the Buyer and the Seller.

The Buyer's recourse against the Seller is limited to cases of intent or gross negligence by the Seller or its agents.

This restriction does not apply to damage resulting from injury to life, body or health.

15. Right to withhold payment, offset claims

The Buyer is not permitted to offset claims to which it is entitled under the purchase agreement or any other aspect of its business relationship with the Seller or to withhold payment of the purchase price unless the Buyer's claims are undisputed or legally enforceable through a settlement agreement or court judgment.

16. Payments

Invoices will be issued on the date of delivery or provision of the goods.

Invoices are payable:

- within 10 days of the invoice date at a 4% discount,
- within 11 to 30 days of the invoice date at a 2 1/4% discount,
- within 31 to 60 days of the invoice date net.

For direct debits, the legally prescribed 14-day advance notification period is shortened to 5 days. This does not apply if Seller and Buyer have agreed on payment in advance.

17. Default interest

Default interest equal to the base interest rate plus 8% will be charged as of the due date without notice.

18. Change in the economic circumstances of the Buyer

The Seller may suspend all further deliveries under any ongoing agreements until all outstanding amounts due to the Seller from the Buyer are paid in full.

If the Buyer fails to fulfil the Seller's claims, including but not limited to non-compliance with the Seller's payment terms or circumstances that could impact the Buyer's creditworthiness, all outstanding amounts owed to the Seller shall become due immediately and subject to interest charges regardless of all other circumstances.

Such circumstances include, but are not limited to, situations where the Seller has obtained credit insurance to cover impending agreements and the Seller's insurance provider does not accept or forfeits all or part of the insured risk or if a promissory note or check is not executed, in which case any such claims of the Seller shall also become due immediately, provided they remain backed by a promissory note or were deferred under an agreement.

In these cases, the Seller is entitled to demand prepayment or a guarantee of its choice for all pending deliveries or to withdraw from the agreement after an appropriate grace period and demand compensation for damages.

The right to demand the return of merchandise subject to reservation of title at the Buyer's expense remains hereby unaffected.

The Seller shall charge the Buyer a payment reminder fee of EUR 6.00 plus tax for each payment reminder sent after the due date of the Seller's claims, but not more than a total of EUR 20.00, as flat compensation for reminder costs, plus VAT.

Payments received by the Buyer will always be applied to the oldest outstanding items plus any accrued default interest and costs, including those for legal action.

19. Reservation of title

All goods supplied by the Seller remain the property of the Seller until all accounts, i.e. all goods sold under reservation of title by the Seller, are paid in full.

However, the Buyer may sell the goods as part of its ordinary course of business.

In the event of the resale of goods sold under reservation of title, the Buyer hereby cedes any resulting claims along with any associated rights to the Seller.

The Buyer authorizes the Seller, with exemption from the restrictions of BGB Section 181, to report said cession to the consumer and the Buyer agrees to provide all information and documentation necessary in order to exercise the ceded rights.

To this extent, the parties agree to apply the following provisions to the relationship between the commission agent (Buyer) and the principal (Seller):

HGB Sections 383, 384, 385, 386, 387, 388 Paragraph 1, 389 only with regard to Sections 373 Paragraph 1, 390, 392, 393 Paragraphs 1 and 2, Section 394 Paragraph 1 Alternative 1 and Paragraph 2 Sentence 1.

No other disposition with regard to items subject to reservation of title, such as pledging, assignment as security or sale following suspension of payment, is permitted.

The Buyer shall bear all costs of enforcing ceded claims.

The Buyer shall notify the Seller of impending seizure or enforcement of a pledge or any other impairment of the Seller's rights by third parties immediately.

The Buyer shall bear all costs incurred by the Seller in enforcing reservation of title or subsequent rights.

20. Legal costs

Without prejudice to the scope of reimbursement in legal disputes, the Buyer shall bear any costs incurred by the Seller for hiring attorneys domiciled in the jurisdiction of the Regional Court (Landgericht) of the Seller's headquarters.

21. Place of fulfilment and jurisdiction

The place of fulfilment for all legal relationships of the Seller under delivery agreements, supplemental delivery agreements or related legal relationships is Halle, Westphalia, Germany.

Jurisdiction for all legal relationships of the Seller under delivery agreements, supplemental delivery agreements or related legal relationships is, depending on the amount under dispute, the District Court (Amtsgericht) or Regional Court (Landgericht) of Bielefeld, Germany.

The same place of jurisdiction applies even if the Buyer has no general jurisdiction in Germany, moves its place of residence or regular whereabouts abroad or if its place of residence or regular whereabouts are unknown at the time the claim is filed.