General Terms and Conditions of ROFA FASHION GROUP Faller GmbH & Co. KG

§ 1 Scope

1.1 All deliveries, services and offers provided by ROFA FASHION GROUP Faller GmbH & Co. KG, Oberes Tor 4 – 97956 Werbach, Germany (hereinafter referred to as the “Seller”) to business customers (within the meaning of § 14 of the German Civil Code (BGB)) are made exclusively on the basis of these General Terms and Conditions. These terms form an integral part of all contracts which the Seller concludes with its contractual partners (hereinafter referred to as the “Customer”) in respect of the deliveries or services it offers. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not agreed separately again.

1.2 The terms and conditions of the customer or any third party shall not apply, even if the seller does not specifically object to their validity in individual cases. Even if the seller refers to a letter which contains or refers to the terms and conditions of the customer or a third party, this shall not constitute agreement to the validity of those terms and conditions.

1.3 Contracts may be concluded in German and English. Should there be any discrepancies in the content of multilingual contract documents, the German version shall always take precedence over the corresponding English version.

§ 2 Offer and Conclusion of Contract

2.1 All offers made by the seller are subject to change and non-binding, unless they are expressly marked as binding or specify a particular period for acceptance. The seller may accept orders or contracts during the sales period of a particular collection until the end of the sales period, within eight weeks of receipt (by sending an order confirmation, including in the form of a pro forma invoice) or by performing the service. In the case of goods in stock, the seller’s acceptance period referred to in sentence 2 is reduced to two weeks.

2.2 The sole basis for the legal relationship between the seller and the customer is the contract of sale, which must be concluded in writing, including these General Terms and Conditions. This contract fully sets out all agreements between the contracting parties regarding the subject matter of the contract. Any verbal undertakings made by the seller prior to the conclusion of this contract are not legally binding, and any verbal agreements between the contracting parties are superseded by the written contract, unless otherwise expressly agreed between the contracting parties in each individual case.

2.3 Any additions to or amendments of the agreements entered into, including these General Terms and Conditions, must be made in writing to be valid. With the exception of managing directors or authorised signatories, the Seller’s employees are not authorised to enter into verbal agreements that deviate from the agreement set out in writing.

2.4 Information provided by the seller regarding the subject-matter of the delivery (e.g. weights, dimensions, utility values, quality, colour, features and design), as well as representations thereof (e.g. drawings and illustrations), are only approximate unless suitability for the contractually intended purpose requires exact conformity. They do not constitute guaranteed characteristics, but rather descriptions or identifications of the goods. Deviations customary in the trade and deviations resulting from legal provisions or constituting technical improvements are permissible, provided they do not impair the suitability for the purpose specified in the contract.

2.5 The Seller reserves ownership or copyright in all offers and quotations issued by it, as well as in any drawings, illustrations, brochures, catalogues, models and other documents and aids made available to the Customer. The customer may not, without the seller’s express consent, make these items available to third parties, either in their original form or in terms of their content, disclose them, or use or reproduce them, either themselves or through third parties. Upon the seller’s request, the customer must return these items in full to the seller and destroy any copies made, if they are no

longer required by the customer in the ordinary course of business or if negotiations do not result in the conclusion of a contract. This does not apply to the storage of data made available electronically for the purposes of standard data backup.

§ 3 Prices and Payments

3.1 The prices apply to the scope of services and deliveries specified in the order confirmations. Any additional or special services will be invoiced separately. Prices are quoted in EUR ex works, excluding packaging, statutory VAT and, in the case of export deliveries, customs duties, fees and other public charges.

3.2 Where the agreed prices are based on the Seller's list prices and delivery is not due to take place until more than four months after the conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply.

3.3 Invoice amounts are payable within

- 10 days, less a 4.00% discount;
- 30 days, less a 2.25% discount; and
- 60 days, without any deduction,

unless otherwise agreed in writing. The date of payment shall be deemed to be the date of receipt by the seller. Payment by cheque or bill of exchange is excluded, unless specifically agreed in individual cases.

3.4 Set-off against counter-claims made by the customer or the withholding of payments on the basis of such claims is only permitted insofar as the counter-claims are undisputed or have been established by a final and binding judgement, or arise from the same order under which the relevant delivery was made.

3.5 The seller is entitled to carry out any outstanding deliveries or provide any outstanding services only against advance payment or the provision of security if, after the conclusion of the contract, circumstances come to the seller's attention which are likely to significantly impair the customer's creditworthiness and which jeopardise the customer's payment of the seller's outstanding claims arising from the relevant contractual relationship (including from other individual orders covered by the same framework contract).

3.6 The seller is entitled to assign its claims for payment against the customer to third parties by way of factoring.

§ 4 Delivery and Delivery time

4.1 Deliveries are made ex works (97956 Werbach, Germany).

4.2 Any timeframes and dates for deliveries and services indicated by the Seller are always approximate, unless a fixed timeframe or date has been expressly promised or agreed. Where dispatch has been agreed, delivery periods and dates shall, unless expressly stated otherwise by the seller, refer to the time of handover to the forwarding agent, carrier or any other third party commissioned to carry out the transport.

4.3 Without prejudice to the Seller's rights arising from the Customer's default, the Seller may require the Customer to extend the deadlines for delivery and performance, or to postpone the dates for delivery and performance, by the period during which the Customer fails to fulfil its contractual obligations towards the Seller.

4.4 The seller shall not be liable for any failure to deliver or for delays in delivery insofar as these are caused by force majeure or other events that could not have been foreseen at the time the contract

was concluded (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official authorisations, pandemics or epidemics, official measures, or the failure of suppliers to deliver, or to deliver correctly or on time, despite the seller having entered into a corresponding hedging transaction), for which the seller is not responsible. Where such events make delivery or performance substantially more difficult or impossible for the Seller and the hindrance is not merely of a temporary nature, the Seller shall be entitled to withdraw from the contract. In the event of temporary impediments, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the duration of the impediment plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by giving the Seller immediate written notice.

4.5 The seller is only entitled to make partial deliveries if the partial delivery is usable by the customer for the contractual purpose, the delivery of the remaining goods ordered is guaranteed, and this does not result in any significant additional effort or costs for the customer (unless the seller agrees to bear these costs).

4.6 If the seller is in default with a delivery or service, or if it becomes impossible for the seller to make a delivery or provide a service, for whatever reason, the seller's liability for damages shall be limited in accordance with clause 8 of these General Terms and Conditions.

§ 5 Place of Performance, Delivery, Packaging, Transfer of Risk , Acceptance, Disposal und Evidence

5.1 Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is 97956 Werbach, Germany.

5.2 The method of dispatch and the packaging are at the seller's discretion, subject to the requirements of the law.

5.3 Where shipment of the goods has been agreed and the seller has not undertaken the transport, the risk shall pass to the customer at the latest upon handover of the goods (with the start of the loading process being decisive) to the forwarding agent, carrier or any other third party designated to carry out the shipment. If dispatch or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day on which the goods are ready for dispatch and the seller has notified the customer accordingly.

5.4 Storage costs following the transfer of risk shall be borne by the customer. Where storage is arranged by the seller, the storage costs shall amount to 0.25 per cent of the invoice value of the goods to be stored for each week elapsed. We reserve the right to claim and provide evidence of higher or lower storage costs.

5.5 The consignment will only be insured by the seller against theft, breakage, transport damage, fire and water damage or other insurable risks at the customer's express request and at the customer's expense.

5.6 For transport packaging as well as sales and outer packaging which are not subject to system participation pursuant to Section 7 (1) sentence 1 of the German Packaging Act (VerpackDG) (Section 39 (1) sentence 1 nos. 1 and 2 VerpackDG), in particular pallets, outer cartons, filling material and presentation hangers, the parties agree on the following pursuant to Section 39 (1) sentence 5 VerpackDG: The place of return shall be the place of actual handover at the customer's premises. The customer shall collect the packaging there separately from other waste. The customer shall, at their own expense, either themselves or through a certified waste management company, return the packaging for reuse or recycling in accordance with the requirements of Section 42 (5) VerpackDG. Collection by the seller or reimbursement of costs shall not take place.

5.7 The customer shall provide the seller with verifiable proof of reuse or recycling, itemized by material type and mass. Such proof shall be provided by March 31 of each year for the preceding calendar year and additionally upon request. This information serves to fulfill the seller's

documentation obligations pursuant to Section 39 (3) sentences 3 to 5 of the German Packaging Act (VerpackDG).

§ 6 Warranty, Material Defects

6.1 The warranty period is one year from the date of delivery. This period does not apply to the customer's claims for damages arising from injury to life, limb or health, or from intentional or grossly negligent breaches of duty by the seller or its vicarious agents, which are subject to the limitation periods laid down by law.

6.2 The goods supplied must be carefully inspected immediately upon delivery to the customer or to a third party designated by the customer. They shall be deemed to have been accepted by the customer as regards obvious defects or other defects which would have been apparent upon immediate and careful inspection, unless the seller receives a written notice of defects within seven working days of delivery. With regard to other defects, the goods shall be deemed to have been accepted by the customer unless the notice of defect is received by the seller within seven working days of the date on which the defect became apparent; if the defect was already apparent at an earlier point in time under normal use, that earlier point in time shall, however, be decisive for the commencement of the notice period. At the seller's request, a delivery item subject to a complaint must be returned to the seller carriage paid. In the event of a justified notice of defect, the seller shall reimburse the costs of the cheapest method of dispatch; this shall not apply insofar as the costs are increased because the delivery item is located at a place other than the place of intended use.

6.3 In the event of material defects in the goods delivered, the seller is initially obliged and entitled, at his discretion to be exercised within a reasonable period, to either repair the goods or supply a replacement. In the event of failure – that is to say, where rectification or replacement is impossible, unreasonable, refused or unduly delayed – the customer may withdraw from the contract or reduce the purchase price by a reasonable amount. Deviations in quality, colour, width, weight, finish or design that are customary in the trade or are minor and technically unavoidable do not constitute a material defect.

6.4 If a defect is attributable to the seller's fault, the customer may claim damages subject to the conditions set out in § 8.

6.5 In the event of defects in parts supplied by other manufacturers which the Seller is unable to rectify for reasons relating to licensing or factual circumstances, the Seller shall, at its discretion, either assert its warranty claims against the manufacturers and suppliers on behalf of the Customer or assign such claims to the Customer. Warranty claims against the seller in respect of such defects shall only arise, subject to the other conditions and in accordance with these General Terms and Conditions, if the judicial enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or, for example due to insolvency, is futile. For the duration of the legal proceedings, the limitation period for the Customer's relevant warranty claims against the Seller shall be suspended.

6.6 The warranty shall lapse if the customer alters the goods supplied, or has them altered by third parties, without the seller's consent, and this renders the rectification of defects impossible or unreasonably difficult. In any event, the customer shall bear any additional costs incurred in rectifying the defects as a result of the alteration.

6.7 Any delivery of second-hand goods agreed with the customer on a case-by-case basis is subject to the exclusion of any warranty for material defects.

§ 7 Intellectual Property Rights

Insofar as the seller delivers goods according to designs prescribed by the customer, the customer guarantees that their manufacture and delivery do not infringe industrial property rights or other rights of third parties. The customer shall indemnify the seller for all damages resulting from such infringements of rights.

§ 8 Liability for Damages arising from Fault

8.1 The Seller's liability for damages, regardless of the legal basis – in particular arising from impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort – shall, insofar as such liability depends on fault, be limited in accordance with this § 8.

8.2 The seller shall not be liable in the event of simple negligence on the part of its officers, legal representatives, employees or other vicarious agents, provided that this does not constitute a breach of obligations essential to the contract. Obligations essential to the contract are all those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the other party may reasonably rely.

8.3 Insofar as the Seller is liable for damages in substance pursuant to Clause 8.2, such liability shall be limited to damages which the Seller foresaw at the time the contract was concluded as a possible consequence of a breach of contract, or which the Seller ought to have foreseen had it exercised the care customary in the trade. Indirect and consequential damages resulting from defects in the goods supplied shall, furthermore, only be compensable to the extent that such damages are typically to be expected when the goods are used for their intended purpose. The provisions of this Section 8.3 shall not apply in the event of wilful misconduct or gross negligence on the part of members of the Seller's executive bodies or senior executives.

8.4 In the event of liability for ordinary negligence, the Seller's liability for compensation in respect of property damage and any resulting further financial loss shall be limited to an amount of EUR 10,000,000.00 (corresponding to the current sum insured under the product liability insurance) per claim, even where this involves a breach of essential contractual obligations.

8.5 The above exclusions and limitations of liability shall apply to the same extent in favour of the Seller's executive bodies, legal representatives, employees and other agents.

8.6 Where the seller provides technical information or acts in an advisory capacity, and where such information or advice does not form part of the contractually agreed scope of services to which the seller is bound, this shall be provided free of charge and without any liability whatsoever.

8.7 The limitations set out in this § 8 do not apply to the seller's liability arising from wilful misconduct, guaranteed characteristics, injury to life, limb or health, or under the Product Liability Act.

§ 9 Retention of Title

9.1 The retention of title agreed below serves to secure all the Seller's existing, current and future claims against the Customer arising from the supply relationship between the contracting parties, including claims for the balance arising from a current account relationship limited to this supply relationship.

9.2 The goods delivered by the seller to the customer shall remain the property of the seller until all secured claims have been paid in full. The goods, as well as any goods covered by the retention of title that take their place in accordance with the following provisions, are hereinafter referred to as 'goods subject to retention of title'.

9.3 The customer shall hold the goods subject to retention of title in safekeeping for the seller free of charge.

9.4 The customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event triggering realisation (9.9) occurs. Pledging and transfer of ownership by way of security are not permitted.

9.5 If the goods subject to retention of title are processed by the customer, it is agreed that the processing shall be carried out in the name and on behalf of the seller as the manufacturer, and that the seller shall immediately acquire ownership or – if the processing involves materials belonging to

several owners or if the value of the processed item exceeds the value of the goods subject to retention of title – the seller shall acquire co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that the Seller does not acquire such ownership, the Customer hereby assigns to the Seller, by way of security, its future ownership or – in the aforementioned proportion – co-ownership of the newly created item. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed with them, and if one of the other items is to be regarded as the principal item, the seller shall, insofar as the principal item belongs to him, transfer to the customer a proportionate share of co-ownership of the single item in the ratio specified in § 1.

9.6 In the event of the resale of the goods subject to retention of title, the customer hereby assigns to the seller, by way of security, the resulting claim against the purchaser – in the event of the seller's co-ownership of the goods subject to retention of title, on a pro rata basis in accordance with the seller's share of co-ownership. The same applies to any other claims that take the place of the goods subject to retention of title or otherwise arise in connection with such goods, such as insurance claims or claims arising from tort in the event of loss or destruction. The seller revocably authorises the customer to collect the claims assigned to the seller in the customer's own name. The seller may revoke this authorisation to collect only in the event of realisation.

9.7 If third parties gain access to the goods subject to retention of title, in particular through attachment, the customer shall immediately draw their attention to the fact that the goods are the property of the seller and shall inform the seller thereof, so as to enable the seller to enforce his rights of ownership. If the third party is unable to reimburse the seller for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to the seller for such costs.

9.8 The seller shall release the goods subject to retention of title, as well as any items or claims that have taken their place, to the extent that their value exceeds the amount of the secured claims by more than 50 per cent. The choice of which items are to be released shall be at the seller's discretion.

9.9 If the seller withdraws from the contract due to the customer's breach of contract – in particular, in the event of late payment (a 'case of realisation') – the seller is entitled to demand the return of the goods subject to retention of title.

§ 10 Final Provisions

10.1 If the customer is a trader, a legal entity governed by public law or a special fund governed by public law, or if they have no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the seller and the customer shall be, at the seller's discretion, either Tauberbischofsheim or the customer's registered office. In such cases, however, Tauberbischofsheim shall be the exclusive place of jurisdiction for any legal proceedings brought against the seller. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

10.2 Relations between the seller and the customer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

10.3 In the event that the contract or these General Terms and Conditions contain any omissions, the legally valid provisions shall be deemed to have been agreed to fill such omissions; these shall be the provisions which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions had they been aware of the omission.