



GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (**GTCS**) govern all transactions, orders, contracts, deliveries, and legal relationships between any company within the VAIDER GROUP AG group of companies (collectively, the **VAIDER Group**) acting as seller (**Seller**) and any buyer (**Buyer**) of the Seller's products.

The VAIDER Group includes VAIDER GROUP AG (Switzerland), Steklarna Hrastnik d.o.o. (Slovenia), VAIDER Srpska fabrika stakla d.o.o. Paraćin (Serbia), and VAIDER France (France), as further identified in Clause 24. References to a specific entity within the VAIDER Group in contracts, offers, or other documents do not affect the validity or applicability of these GTCS.

These GTCS apply to the exclusion of any other terms the Buyer may seek to impose or incorporate. Any deviation from these GTCS requires express written agreement signed by an authorised representative of the Seller.

1. Scope and Acceptance

These GTCS exclusively govern the supply of the Seller's products (**Products**). By placing an order or accepting an order acknowledgement, the Buyer confirms that it has read, understood, and unconditionally accepted these GTCS.

If the Buyer wishes to reject these GTCS in full or in part, it must do so in writing prior to placing an order. Any such rejection requires a formal written waiver from the Seller to take effect.

2. Applicable Law and Dispute Resolution

These GTCS, and all contractual relationships, orders, and transactions arising from or related to them, shall be governed by and construed exclusively in accordance with the substantive laws of Switzerland, specifically the Swiss Code of Obligations. The application of conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), concluded in Vienna on 11 April 1980, is hereby explicitly excluded.

Any dispute, controversy, or claim arising out of or in connection with these GTCS, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the International Chamber of Commerce (ICC) in accordance with its Rules of Arbitration in force at the time of the dispute. The seat of arbitration shall be Zurich, Switzerland. All proceedings shall be conducted in English. The arbitral tribunal shall consist of one arbitrator unless the amount in dispute exceeds EUR 500,000, in which case it shall consist of three arbitrators.



Prior to initiating arbitration, the parties shall attempt to resolve the dispute through good-faith negotiations for a period of thirty (30) calendar days from the date on which one party notifies the other in writing of the dispute. If the dispute is not resolved within this period, either party may initiate arbitration proceedings.

Nothing in this clause shall prevent either party from seeking urgent interim or conservatory relief from the competent courts of Zurich, Switzerland, where necessary to preserve its rights pending the outcome of arbitration.

Where an affiliated entity of VAIDER GROUP AG is the contracting Seller, Swiss law shall nonetheless apply unless mandatory local law requires otherwise.

3. Contractual Relationship

The Seller will only process an order upon receipt of a written purchase order from the Buyer. An order is not binding on the Seller until the Seller issues a written order acknowledgement. The written order acknowledgement constitutes the specific terms of that transaction.

Any conflicting or supplementary terms in the Buyer's documents or correspondence are explicitly excluded, regardless of when they are received.

If an order is cancelled or suspended by the Buyer after acceptance, the Buyer shall bear all costs incurred by the Seller up to the point of cancellation, including costs related to materials, production planning, mould preparation, mould design, and container design.

4. Prices

Contract prices are those specified in the order acknowledgement and are quoted ex-works (EXW) at the Seller's designated manufacturing plant of the invoicing entity, in accordance with Incoterms 2020, unless otherwise stated.

Prices apply solely to the agreed quantity. If offers are made in currencies other than Euros, the Seller reserves the right to adjust prices to reflect exchange rate fluctuations occurring between the offer date and the delivery date.

Agreed prices are based on costs as of the date of the Seller's offer or price list confirmation. In the event of material changes to raw material prices, energy costs, labour costs, freight charges, taxes, or other cost components, the Seller reserves the right to adjust prices for Products not yet delivered. The Seller shall notify the Buyer in writing of any price adjustment at least 14 calendar days prior to its implementation. Adjusted prices apply to all deliveries made on or after the effective date of the increase.



Unless otherwise stated in the order acknowledgement, prices cover standard packaging and EXW delivery. Pallets are not included and will be invoiced at the Seller's applicable deposit rate at the time of delivery. Taxes, duties, freight charges, and any applicable levies are excluded from prices and will be listed separately on the relevant invoice.

Products ready for shipment must be collected by the Buyer within 14 calendar days of the production completion date. If the Buyer fails to collect within this period, the Seller may, at its discretion, store the Products at the Buyer's expense or arrange shipment at the Buyer's cost and risk.

5. Quality Standards

Unless otherwise agreed in writing, the quality of Products is determined solely by the Seller's quality specifications as set out in the Seller's offer. These specifications are available to the Buyer upon request at any time prior to order placement.

6. Quantities Ordered

For specific orders, and due to certain technical aspects of automatic glass manufacturing, the Seller reserves the right to a tolerance between the quantities ordered and the quantities actually produced, provided that the difference does not exceed:

1. +/- 20% for quantities below 50'000 units; or
2. +/- 10% for quantities above 50'000 units.

The Buyer shall be obliged to accept and pay for quantities delivered within these tolerances. For shortfalls within tolerance, no claim for the undelivered quantity shall arise. For excess quantities, the Buyer shall pay at the agreed unit price.

7. Development Costs

The parties shall agree on the overall development costs for new Products based on project complexity (**Development Fees**). Development Fees cover technical drawings, product design, mould construction, pilot moulds, production mould development, and sampling. The amortisation schedule and mechanism for Development Fees, where applicable, shall be set out in the relevant order acknowledgement or a separate written agreement.

8. Moulds and Tooling

All moulds, pilot moulds, production moulds, dies, gauges, and other tooling used by the Seller to manufacture the Products (collectively, **Moulds**) shall remain the exclusive physical and legal



property of the Seller at all times, regardless of whether the Buyer has paid Development Fees, mould charges, or amortisation contributions in respect of them. Such payments are a contribution to the Seller's development and tooling costs and do not transfer any ownership, possessory, or beneficial interest in the Moulds to the Buyer.

Moulds shall be held at the Seller's designated manufacturing facility or at another facility under the Seller's exclusive control. Moulds shall not be released, delivered, transferred, lent, leased, pledged, or otherwise made available to the Buyer, to any of the Buyer's affiliates, or to any third party, under any circumstances. The Buyer shall have no right to demand physical possession of the Moulds, to inspect them on-site without the Seller's prior written consent, or to direct their use beyond the production of the Buyer's Products under accepted orders.

The Seller shall use the Moulds exclusively for the production of the Buyer's Products and shall not use them for the production of products for any third party without the Buyer's prior written consent. The Seller shall store and maintain the Moulds in conditions appropriate to their preservation, applying the same standard of care as it applies to its own production tooling. The Seller shall promptly notify the Buyer of any material damage to, or material deterioration of, the Moulds.

The cost of routine maintenance of the Moulds shall be borne by the Seller. The cost of replacing Moulds that have reached the end of their useful life through wear, exhaustion, or breakage in normal production use shall be borne by the Buyer, except where the damage results from the Seller's negligence or wilful misconduct.

The Buyer may at any time, upon written request, ask the Seller to destroy the Moulds. The Seller shall comply within sixty (60) calendar days of receipt of such request, provided that (i) all amounts due to the Seller in respect of the Products and the Moulds have been paid in full, and (ii) the Seller has fulfilled or been released from all outstanding orders requiring the use of those Moulds. The Seller shall provide the Buyer with a written certificate confirming destruction. The Seller may also, at its own discretion and upon written notice to the Buyer, destroy any Moulds that have not been used in production for a continuous period of thirty-six (36) months, subject to the Buyer's right to place a sufficient order for the relevant Products within sixty (60) calendar days of such notice to preserve the Moulds.

The Seller shall not be required to insure the Moulds against loss, damage, or destruction. The Buyer may, at its own cost, take out insurance in respect of the Moulds, naming the Seller as the insured party where required by the policy. In the event of loss or damage to the Moulds not caused by the Seller's negligence or wilful misconduct, the cost of replacement shall be borne by the Buyer.



Where the Buyer supplies moulds to the Seller for use in production, such moulds remain the property of the Buyer but shall be held and operated exclusively at the Seller's designated manufacturing facility for the duration of the production relationship. Buyer-supplied moulds shall comply with the Seller's technical specifications and shall be delivered to the agreed production plant at least thirty (30) calendar days before production commences. The Seller shall conduct a sample batch at the Buyer's expense to verify suitability before serial production begins. Buyer-supplied moulds shall be returned to the Buyer, or destroyed at the Buyer's election, upon termination of the production relationship and full payment of all amounts due to the Seller.

If Mould development costs are not fully amortised in accordance with the agreed schedule before the production relationship ends or is terminated, the Seller shall invoice the Buyer for the unamortised balance, which shall be due and payable in accordance with Clause 10.

9. Production and Delivery Dates

Unless explicitly agreed otherwise, delivery dates are approximate, and the time of delivery is not of the essence. The Seller shall inform the Buyer of the scheduled delivery date at least one month before production begins. The Seller may adjust a confirmed delivery date by up to 14 calendar days without penalty.

If the Buyer modifies an accepted order, a new delivery date must be agreed in writing before the modification takes effect. The Seller shall not be liable for any delay resulting from a Buyer-initiated modification.

If the Buyer cancels an accepted order more than three weeks after the confirmed production start date, the Seller shall be entitled to invoice the Buyer for all costs incurred up to the point of cancellation, including but not limited to materials procured, mould work completed, and production capacity reserved.

Notwithstanding the foregoing, for orders involving New Product Development (**NPD**), the Buyer acknowledges that timely progress depends on active participation at each stage of the NPD process. The Buyer is required to provide approvals, feedback, technical inputs, and decisions within the timeframes specified in the agreed NPD schedule. Any delay caused by the Buyer's failure to respond within the agreed timeframe — including but not limited to delays in approving technical drawings, samples, or mould specifications — shall automatically extend the delivery date by an equivalent period, plus any additional time required by the Seller to reschedule production capacity. Such extensions shall be documented in writing by the Seller and are binding on both parties. The Seller shall not be liable for delivery delays attributable to Buyer-side response delays under this clause.



The Seller may deliver Products in separate instalments, each of which may be invoiced independently. Each instalment constitutes a separate agreement, and the cancellation of one instalment does not entitle the Buyer to cancel any other instalment.

10. Payment Terms and Delay in Payment

Unless otherwise agreed in writing, payment terms are as follows: an advance payment is required at least 14 calendar days before scheduled production. If the Buyer fails to provide advance payment, the Seller may halt production until payment is received.

The parties may alternatively agree on payment per invoice. Payment per invoice is due within 30 calendar days of the invoice date, unless otherwise stated in the order acknowledgement. The Buyer must notify the Seller in writing of any dispute or objection to an invoice within 8 calendar days of the invoice date. Failure to do so constitutes acceptance of the invoice in full.

Payments shall be made by bank transfer to the Seller's designated account. All payments must be made in full, without any set-off, deduction, or withholding, including on account of any counterclaim, unless expressly agreed in writing or required by law.

If payment is not received by the due date, the Seller may, without prior notice: (i) charge interest at a rate equal to the European Central Bank's refinancing rate plus eight (8) percentage points per annum, calculated on the outstanding balance from the due date until full settlement; (ii) suspend manufacture and/or delivery of any outstanding orders until adequate assurance of payment is received; and (iii) require advance payment for all future orders. The Seller shall be entitled, at its discretion, to allocate any payment received to any outstanding invoice, with written notice to the Buyer.

11. Force Majeure

A **Force Majeure Event** means any event beyond the Seller's reasonable control that prevents or delays the manufacture, shipment, or delivery of Products, including but not limited to: acts of God, floods, earthquakes, storms, fires, extreme weather; war, riots, civil commotion, acts or threats of terrorism; strikes, lockouts, or industrial disputes (internal or external); transport disruptions; shortages of raw materials or energy; breakdown of plant or machinery; governmental decisions affecting manufacture or storage of Products; or insolvency of key subcontractors.

If a Force Majeure Event occurs, the Seller shall notify the Buyer in writing as soon as reasonably practicable and shall use reasonable efforts, without incurring material additional expense, to mitigate its effects. The Seller may suspend or reduce delivery of the affected quantities without liability.



If a Force Majeure Event prevents delivery of all or a substantial part of the Products for a continuous period of more than 90 calendar days, either party may terminate the affected order by giving not less than 30 calendar days' written notice. Termination in these circumstances shall be without liability to either party for the undelivered quantities.

12. Warranty

The Seller warrants that Products, at the time of delivery: (i) will conform to the Seller's quality specifications as set out in the relevant order acknowledgement; (ii) will be delivered free from undisclosed legal encumbrances; and (iii) will have good title transferred to the Buyer upon full payment.

This warranty does not extend to defects caused by: improper handling, storage, or transportation by the Buyer; use of Products in a manner inconsistent with the Seller's specifications; or modifications made to Products by the Buyer or a third party.

13. Buyer-Supplied Packaging

The Seller shall not be liable for loss or damage to Products caused by the use of packaging supplied by the Buyer that is unsuitable for the Products. If the Seller determines that Buyer-supplied packaging is unsuitable, it shall issue a written Packaging Failure Notice (**PFN**). The Buyer shall resupply appropriate packaging within 7 calendar days of receiving a PFN. If the Buyer fails to do so, the Seller may use alternative packaging at the Buyer's cost, and the Buyer shall accept such packaging.

14. Limited Remedies and Liability

The Buyer's exclusive remedy, and the Seller's sole liability, for any claim arising under the warranty in Clause 12 is limited to, at the Seller's election: (i) replacement of the non-conforming Products within a reasonable time; or (ii) a financial reimbursement not exceeding the price actually paid by the Buyer for the specific Products found to be defective.

To be eligible for either remedy, the Buyer must notify the Seller in writing that the Products do not conform to the warranty:

- For visible defects (including packaging damage, quantity discrepancies, or other obvious non-conformity): within 14 calendar days of receipt of the Products.
- For hidden defects: within 14 calendar days of discovering the defect, and in any event, no later than 12 months from the date of delivery.



Failure to provide timely written notice constitutes an irrevocable waiver of all claims in respect of the affected Products.

If the Seller requests it, all unsold or unprocessed Products claimed to be non-conforming must be returned to the Seller. The Seller shall, at its sole discretion, either arrange collection of the defective Products or reimburse the Buyer's reasonable return freight costs. Replacement Products shall be delivered to the Buyer at the Seller's expense. All replaced Products become the Seller's property upon replacement.

Under no circumstances shall the Seller be liable for any direct, indirect, special, incidental, or consequential damages of any nature, including but not limited to loss of profit, loss of revenue, or loss of business opportunity. Without prejudice to the foregoing, the Seller's aggregate liability arising under or in connection with any order shall not exceed the total price paid by the Buyer for the Products giving rise to the claim in the 12 months preceding the event giving rise to the claim.

The Buyer assumes full liability for all personal injury and property damage arising from the handling, transportation, further manufacture, fabrication, assembly, or processing of the Products. The Seller shall have no liability in respect of any such injury or damage.

No employee, agent, or representative of the Seller has authority to make any representation, promise, or warranty beyond what is expressly stated in these GTCS.

15. Claim Management

If the Seller accepts a Buyer's claim, the parties shall agree on a claim resolution plan. Within 30 calendar days of the resolution plan being agreed upon, the Buyer must submit a written report to the Seller documenting actual costs incurred, with supporting evidence. If the Buyer fails to submit this report within 30 calendar days, the Seller may issue a written reminder. If the Buyer fails to submit within a further 7 calendar days of such reminder, the Buyer is deemed to have waived the claim.

16. Retention of Title and Risk

Products remain the property of the Seller until the Buyer has made full payment of all amounts due under the relevant invoice(s). In the event of non-payment, the Seller reserves the right to reclaim Products delivered in their original packaging without initiating legal proceedings.

Risk in the Products transfers to the Buyer upon delivery in accordance with the agreed Incoterms. From that point, the Buyer bears all risk of loss, damage, or deterioration of the Products.



17. Intellectual Property

Seller-Owned Designs

All product designs, models, technical documentation, and creative works originated by the Seller — including those created by the Seller's internal design studio — remain the sole intellectual property of the Seller unless expressly transferred in writing. The Buyer may not copy, modify, reproduce, or commission third parties to manufacture products based on the Seller's designs or models. The Buyer shall indemnify the Seller against any costs, damages, or claims arising from a breach of this obligation.

The Buyer agrees not to challenge the Seller's intellectual property rights, whether in its own name or on behalf of any third party, and not to register or seek protection for any of the Seller's intellectual property in any jurisdiction.

No intellectual property rights of the Seller are transferred to the Buyer under these GTCS unless expressly agreed in writing as set out below.

Designs Created by the Seller's Design Studio for the Buyer

Where the Seller's design studio creates designs, models, or creative works specifically commissioned by and for the Buyer (**Commissioned Designs**), intellectual property rights in those Commissioned Designs shall transfer to the Buyer upon: (i) full payment of all Development Fees and any other amounts due in connection with the Commissioned Designs; and (ii) written confirmation of transfer issued by the Seller. Until both conditions are satisfied, all rights remain vested in the Seller.

Prior to transfer, the Buyer is responsible for conducting — at its own cost — all necessary prior art searches, freedom-to-operate analyses, and any other investigations required to verify that the Commissioned Designs do not infringe the intellectual property rights of any third party (**IP Clearance**). The Seller makes no representation as to the registrability or third-party clearance of Commissioned Designs.

Following transfer, the Buyer is solely responsible for filing, prosecuting, maintaining, and enforcing any intellectual property protection for the Commissioned Designs (including trademark, design right, or patent registrations) in any jurisdiction, and shall bear all associated costs. The Seller shall provide reasonable cooperation to support such filings upon the Buyer's written request, at the Buyer's expense.

The Buyer shall indemnify and hold the Seller harmless from any third-party claims arising from the Commissioned Designs, including claims of infringement, misappropriation, or unauthorised use, whether arising before or after the transfer of rights.



Buyer-Originated Designs

Any intellectual property rights in drawings, designs, or specifications provided by the Buyer to the Seller shall remain vested in the Buyer. The Buyer warrants that such materials do not infringe the intellectual property of any third party and shall indemnify the Seller against any claims arising from such infringement.

Trademarks and Marks

The Buyer shall not cause or permit any trademarks, logos, or marks applied to the Products by the Seller to be obscured, removed, or altered, nor shall the Buyer add any additional marks without the Seller's prior written consent.

18. Use of Intellectual Property for Marketing Purposes

Collection Products

By placing an order for Products from the Seller's standard collection range, the Buyer accepts these GTCS and hereby grants the Seller the right to reference the commercial relationship and use images of the relevant collection Products in the Seller's marketing and promotional materials, including its website, social media, and printed materials. No further consent is required for this purpose. The Seller agrees to use such references solely for promotional purposes and not in any manner that could misrepresent the Buyer's business or products.

In addition, the Buyer grants the Seller a non-exclusive, worldwide, royalty-free licence to use the Buyer's name and logo, and any publicly available information regarding the Buyer's purchase of the Products, in the Seller's marketing and promotional materials, including its website, social media, and printed materials. This licence is granted for the duration of the commercial relationship and for a reasonable period thereafter for the purposes of historical reference and portfolio presentation. The Seller shall use the Buyer's name and logo solely in accordance with any brand guidelines reasonably provided by the Buyer, and shall cease such use promptly upon the Buyer's written request where there is a legitimate reason to do so.

Bespoke Projects

For bespoke Products, Commissioned Designs, or any other Products created specifically for or commissioned by the Buyer, the Seller shall not reference the commercial relationship or use images of the relevant Products in its marketing or promotional materials without the Buyer's prior written consent on a project-by-project basis. Acceptance of these GTCS does not, by itself, constitute such consent. The Buyer may withhold consent at its discretion and may set conditions on the form, timing, and channels of any such use.



19. Data Protection

Each party shall comply with all applicable data protection laws and regulations in connection with the performance of these GTCS, including, where applicable, the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and its national implementing legislation.

The Seller processes personal data of the Buyer's representatives solely for the purposes of performing its contractual obligations under these GTCS. Such data will not be shared with third parties except where required to fulfil the contract (e.g., with logistics providers) or required by law. Data subjects may exercise their rights under applicable law by contacting the Seller's designated data protection contact.

20. Confidentiality

Each party acknowledges that in connection with these GTCS, it may receive confidential information of the other party, including but not limited to technical drawings, designs, product specifications, business data, and pricing (**Confidential Information**).

Each party agrees to: (i) hold Confidential Information in strict confidence; (ii) use Confidential Information only for the purposes of fulfilling its obligations under these GTCS; and (iii) not disclose Confidential Information to any third party without the prior written consent of the disclosing party.

These obligations survive the expiry or termination of any agreement between the parties and remain in force until the Confidential Information enters the public domain through no fault of the receiving party, or until the disclosing party releases the receiving party from these obligations in writing.

21. Cancellation

The Seller may cancel any accepted purchase order immediately upon written notice if:

- The Buyer breaches any material obligation under the order and fails to remedy such breach within 30 calendar days of written notice from the Seller; or
- The Buyer experiences a **Cancelling Event**, defined as: (i) cessation of trade; (ii) appointment of a receiver or administrator; (iii) entry into liquidation (whether voluntary or compulsory); or (iv) inability to meet financial obligations as they fall due.

Cancellation under this clause shall be without compensation to the Buyer and without prejudice to any other rights or remedies available to the Seller.



Upon cancellation or a Buyer breach of these GTCS, all outstanding invoices for Products already supplied shall become immediately due and payable. Interest at the rate specified in Clause 10 shall accrue from the date of breach until full settlement.

22. Hardship

If, in the performance of a confirmed order, the Seller encounters material hardship due to a significant and unforeseeable change of circumstances — including temporary restrictions, unreasonable cost increases in raw materials or energy, regulatory changes, or events of a similar nature — the Seller shall have the right to propose, in writing, reasonable modifications to the affected order to restore economic equilibrium. Such modifications shall be limited to what is strictly necessary to address the hardship.

The parties shall negotiate in good faith for up to 30 calendar days following the Seller's written notice. If agreement cannot be reached within this period, the Seller may terminate the affected order by providing 30 calendar days' written notice, without liability for the undelivered quantities.

23. General Provisions

No modification of these GTCS shall be binding on the Seller unless agreed in writing and signed by an authorised representative of the Seller.

All notices and communications under these GTCS shall be in writing and in English.

If any provision of these GTCS is held to be illegal, void, or unenforceable by a court or authority of competent jurisdiction, the remaining provisions shall continue in full force and effect.

A waiver of any right, remedy, breach, or default is only valid if made in writing and signed by the waiving party, and only in the specific circumstances for which it is given. No waiver shall be construed as a waiver of any other right, breach, or default.

The Buyer may not assign, transfer, charge, or otherwise deal with any of its rights or obligations under these GTCS without the Seller's prior written consent.

The Seller may assign, transfer, charge, or otherwise deal with any of its rights or obligations under these GTCS at any time, provided it gives written notice to the Buyer.

If these GTCS are translated into languages other than English, the English version shall prevail in the event of any conflict or ambiguity.

These GTCS apply as from September 1, 2026.



24. Identity of Seller

Parent entity:

VAIDER GROUP AG, Alpenquai 30, 6005 Lucerne, Switzerland; Company Reg. No.: CHE-151.347.489

Affiliated companies:

- Steklarna Hrastnik d.o.o. (Slovenia) — Cesta 1. Maja 14, 1430 Hrastnik, Slovenia; Reg. No.: 5254132000
- VAIDER Srpska fabrika stakla d.o.o. Paraćin (Serbia) — 13 Oktobra 1-3, Paraćin; Reg. No.: 07126417
- VAIDER France — 112 Rue Haute de Crouin, 16100 Cognac, France

Group website:

www.vaider.com