

These **General Terms and Conditions (GTC) of Cooperation** apply to all commercial relationships between Trend Glass spółka z ograniczoną odpowiedzialnością (limited liability company) based in Radom (address: Marii Fołtyn 11, 26-600 Radom), entered into the register of entrepreneurs of the National Court Register kept by the District Court Lublin-Wschód in Lublin, based in Świdnik, 6th Commercial Division of the National Court Register under NCR (KRS) number 0000164723, with the REGON number: 672911706, VAT number (NIP): 9482304802 and share capital PLN 7,155,000.00 (hereinafter referred to as: "Trend Glass"; "Supplier"; "Manufacturer") and customers ("Customer"; "Ordering Party"; "Buyer"), collectively referred to as the "Parties" or individually the "Party". The Customer's deviating terms and conditions only become part of the contract if Trend Glass expressly agrees to their validity. Any agreements signed by Trend Glass with the Party take precedence over the GTC.

1. GENERAL PROVISIONS

1.1. The GTCs are binding on the Buyer from the moment they are delivered upon conclusion of the Agreement or from the moment the Buyer is able to easily read their content. The General Terms and Conditions of Sale are available on the Trend Glass website www.trendglass.pl and upon request at the Trend Glass headquarters.

2. ORDERS

2.1. In the absence of any other written arrangements or if the Supplier's price offer indicates a different deadline, the Supplier's price offer submitted to the Customer is valid for 30 days from the date of its delivery.

2.2. Production and delivery of glass products (hereinafter referred to as: "**Products**") will be made on the basis of separate orders submitted to the Supplier by the Ordering Party (hereinafter referred to as "**Orders**").

2.3. The quantities of glass pieces specified by the Customer in the Order must be rounded to full pallets according to the palletization provided by the Supplier.

2.4. Orders will be placed via e-mail, using the form, the template of which is attached as Appendix 1 to the General Terms and Conditions. Placing order content directly in an e-mail message will not be treated as a placed order - subject to the following provision. However, it is possible to place an Order in a different, individually agreed form containing all the data required by the Supplier. It is possible to place orders directly in an e-mail only if the order confirmation sent by the Supplier is confirmed by e-mail. In case of discrepancies, the Supplier's Order Confirmation shall prevail.

2.5. Placing an Order requires accurate and proper completion of all data required in the Order form, including data regarding: quantity and specification of the Product and the proposed delivery (collection) date of the Products. An order may contain additional information, including in particular information on specific requirements related to the execution of the order (e.g. packaging), as well as information on the method of collection (e.g. whether the product will be collected once or successively).

2.6. Any incomplete order (i.e. not containing all the data required in the Order form) or placed in violation of the requirements arising from the above provisions will be considered not effectively placed and will not oblige the Supplier to take any action until the order is completed.

2.7. The obligation to complete the Order data, clarify any errors or inaccuracies in the Order, as well as clarify any doubts related to the Order is the responsibility of the

Ordering Party. The Ordering Party is responsible for any omissions, errors or inaccuracies in the Order. Such liability is based on the principle of strict liability and remains independent of the fault of the Ordering Party.

2.8. Orders can be placed on business days from 8.00 a.m. to 4.00 p.m. Business days are understood as each day of the week from Monday to Friday, excluding public holidays in Poland ("Business Days"). An order placed before 8:00 a.m. will be deemed to have been placed at 8:00 a.m., while an order placed on a day that is not a Business Day or placed after 4:00 p.m. will be deemed to have been placed at 8:00 a.m. on the next nearest Business Day.

2.9. The Supplier will confirm, via email (to the email address from which the Order was submitted), the acceptance of the Order for processing within 48 hours of submission of the Order containing all the details. Failure to confirm acceptance of the Order for fulfilment and failure to submit a refusal to fulfil the Order within the aforementioned period shall not be tantamount to acceptance of the Order by the Supplier.

2.10. Within the deadline set for confirming acceptance of the Order for execution, the Supplier may refuse to execute the Order or its part, and also indicate a delivery (collection) date of the Products other than that specified in the Order. The Supplier's statement of acceptance of the Order subject to a specific condition or subject to modification of the Order binds the Ordering Party, unless the Ordering Party objects immediately, not later than within 48 hours of receipt of the Supplier's statement. If an objection is raised, the condition for fulfilling the Order will be the agreement by the Parties on the disputed delivery terms.

2.11. In the event of additional decoration on the glass or the use of graphics on the packaging, the delivery date specified in the Order is not binding on the Supplier, it is indicative and will be confirmed after final agreement on the terms of the Order.

2.12. Changes to previously agreed terms of execution of individual Orders, in particular in relation to the delivery (receipt) date of the Product and the quantity/type of Products ordered, requires the consent of both Parties, subject to the following provision. If the order is changed, the Customer will be charged for the costs incurred in preparing the Order. It is stipulated that amendments to individual Orders must be made by e-mail under pain of nullity.

2.13. In justified cases, the Supplier may modify the previously agreed date of readiness for collection or cancel the Order. The date may be changed no later than three days before the agreed date of receipt of the Order. Such a change does not result in any claims on the part of the Ordering Party against the Supplier. In the event of Force Majeure, the Supplier may change the order execution date or cancel it.

2.14. Due to technological requirements for Supplier's production processes, the Supplier reserves the right to change the order fulfilment date or cancel the order confirmation if the Buyer places an order below the minimum quantity required to start production, and the production is carried out by combining orders with another Customer's order, who then cancels the order.

In such a case, the Ordering Party may:

- a) wait for the Supplier to collect orders from other Customers until the minimum production quantity is reached;
- b) increase the quantity of ordered products to the minimum production level.

2.15. The parties to the agreement undertake to keep confidential all information related to transactions to be concluded between the Parties.

3. PRICES AND PAYMENTS

3.1. Sale of Products between the Supplier and the Buyer will be based on prices specified in the Offer or Price List. VAT (at the applicable rates) will be added to the prices if the transaction of the Parties is subject to such taxation, as well as any customs duties, excise duties or other similar public law obligations.

3.2. The Supplier is entitled to unilaterally change the price list. Changes to the price list require notification via electronic means of communication, no later than 1 month before the date of its entry into force. The amended price list will be valid for Orders placed after its entry into force and for orders placed before the entry into force of the new price list, if their production takes place after 30 days from the date of entry into force of the amended price list. If the Ordering Party refuses to fulfil the order at the changed price, the Supplier has the right to withdraw from the order.

3.3. The prices offered in the price list do not include any costs related to delivery, such as: transport costs, repacking, reloading, insurance, fees, taxes, pallets and customs duties, unless the Supplier's offer states otherwise. These costs are charged to the Customer and will be added by the Supplier to the sales invoice. The Supplier, in specific cases or based on separate agreements with the Customer, may waive the transport fee - however, this must be clearly stated in the agreements between the Customer and the Supplier.

3.4. Payment is made on prepayment terms (100% before receiving the Products). Other payment terms will depend on the Ordering Party's insurance limits and the prior assessment of financial risk made by the Supplier and require a separate agreement between the Parties.

3.5. Unless the mandatory regulations provide otherwise, the VAT invoice will be issued within 7 days:

3.5.1. from the date of loading of the Products - if, according to the agreed Incoterms, the transport of the products is charged to the Supplier;

3.5.2. from the date of enabling the Supplier to collect the Products - if, according to the agreed Incoterms, the transport of the products is charged to the Ordering Party.

3.6. The Ordering Party agrees to issue invoices, duplicates of these invoices and their corrections in electronic form and to send them electronically.

3.7. The date of payment is considered to be the date of crediting the Supplier's bank account.

3.8. If payment is delayed, regardless of the reasons for the delay, the Ordering Party shall be obliged to pay statutory interest to the Supplier for late payment in commercial transactions. In addition, the Supplier is entitled to reimbursement from the Recipient of costs related to debt collection in the amount provided for in Article 10 of the Act of March 8, 2013, as amended, on counteracting excessive delays in commercial transactions.

3.9. Filing a complaint does not affect the payment deadline and does not result in suspending the deadline or extending it in time and does not entitle the Ordering Party to withhold any benefits (monetary and non-monetary).

3.10. The Ordering Party is not entitled to offset the Ordering Party's receivables against the Supplier's receivables for payment under the Agreement.

3.11. In case the Supplier receives information about the deterioration of the Recipient's financial situation, which may negatively affect the performance of the Recipient's obligations arising from the agreement concluded with the Supplier, the execution of subsequent orders may be suspended until the appropriate payments are made or the payment is secured in a manner separately agreed upon by the Supplier.

3.12. Delay in payment, regardless of the reasons for this delay and its extent, entitles the Supplier to:

3.12.1. making all payments immediately due and payable; and

3.12.2. suspending deliveries of the Product to the Ordering Party until full payment (including immediately due receivables). Such suspension will not be considered a breach of its obligations by the Supplier, and the Supplier will not be liable for any damages suffered by the Ordering Party. Suspension of deliveries does not relieve the Ordering Party of the obligation to collect the ordered goods after payment of the amount due.

4. OWNERSHIP

4.1. The Supplier reserves the ownership of the Products covered by the Order until full payment for these Products is made.

5. GRAPHICS AND DESIGNS; GLASS MODEL

5.1. The Supplier undertakes to produce and deliver Products in accordance with the technical drawings or art designs applicable at the Supplier. At the request of the Ordering Party, the Supplier will provide the Ordering Party with the opportunity to read the above-mentioned information before placing the Order.

5.2. The Supplier may provide the Ordering Party with a glass design in the quantity agreed with the Ordering Party as a sample of glass, enabling the Order to check its properties and quality of a specific Product before placing an Order for it. The Ordering Party agrees to the properties and quality of the Product "as is" according to the glass design. Unless agreed otherwise by the Parties, it is required that the submitted reference design (glass design) be signed by the Ordering Party and sent back to the Supplier to keep it for the purpose of verifying quality requirements. Shipping costs for sending and receiving the glass design and returning the signed reference glass design to the Supplier are the responsibility of the Ordering Party.

5.3. For decorated glass - screen printing/CMYK, the Ordering Party is obliged to provide a graphic design saved in Corel Draw, with the text converted to curves, in a 1:1 scale. Development of new designs or materials provided by the Ordering Party is subject to an additional charge. The amount of the additional fee must be agreed by the Parties.

6. LABELS, PACKING AND PALLETIZATION

6.1. The basic price of each Product includes the cost of standard packaging. The costs and risks of non-standard packaging are borne by the Ordering Party, who undertakes to pay them to the Supplier.

6.2. The Supplier is entitled to charge the cost of packaging, as provided for in Art. 6.1. in every situation, in particular if the Ordering Party resigns from the Order and when the Supplier is unable to complete the Order due to the fault of the Ordering Party.

- 6.3. When placing an Order, the Ordering Party undertakes to provide basic data related to palletization and packaging of the Products, including the place of sticking the labels. Any errors or inaccuracies related thereto are the responsibility of the Ordering Party. In particular, the Ordering Party is liable for errors on the labels approved or provided by it.
- 6.4. When placing an Order, for non-standard packaging (display/individual), the Ordering Party is obliged to include in the order all the data necessary for the proper preparation of the packaging. The Supplier is not responsible for the data placed on the packaging in accordance with the Ordering Party's instructions, as well as for the content contained therein.
- 6.5. As a standard, the goods are packed by the Supplier on pallets with dimensions of 1200x800, maximum height up to 1.25 m. Other, non-standard, technically possible packaging is allowed according to arrangements with the Ordering Party.
- 6.6. For deliveries on EPAL pallets, the Supplier undertakes to deliver on pallets compliant with the ECR assessment standard. When cooperating based on the EPAL returnable pallet system, the Recipient is obliged to return pallets in accordance with the ECR assessment standard.
- 6.7. When delivering the product on returnable pallets, the pallet balance will be monitored by the Supplier. Only pallets in good condition (not broken, clean, free from foreign substances) will be accepted as returns.
- 6.8. The deadline for returning pallets is a maximum of 45 days from the date of delivery, unless a different return deadline has been agreed. If the Recipient fails to return/hand over the pallets within the period specified by the Supplier, the Recipient will be charged for the unreturned pallets in accordance with the Supplier's current price list.
- 6.9. Defects in pallets must be reported to the Supplier by the Recipient directly upon delivery.

7. DELIVERY AND ACCEPTANCE

- 7.1. Delivery of the Products to the Ordering Party will take place on an EXW basis (Incoterms 2020). The rules regarding acceptance, as well as the rules regarding the transfer of costs and risks regarding Products and transport are specified in the Incoterm agreed by the Parties.
- 7.2. The acceptance of the Products will be confirmed by a written acceptance protocol ("**Acceptance Protocol**") prepared by the Ordering Party with the participation of the Supplier or their authorized representatives. Such a protocol should specify:
 - a) Order/delivery document number
 - b) acceptance date,
 - c) subject of acceptance and quantity of Products received and
 - d) visible condition of the acceptance item and its packaging as well as the acceptance date.

The acceptance protocol will also serve as a proof of issue (so-called delivery note [WZ]).
- 7.3. The Parties agree that all persons delegated by the Ordering Party to accept the Product are its authorized representatives, and all persons participating in the issue of the goods and their loading are authorized representatives of the Supplier. Such persons may not make any changes to this Agreement, including the content of Orders, but may only perform technical activities related to the release of the Product/its receipt, as well as all activities related to

the preparation of the Acceptance Protocol and the complaint protocol.

- 7.4. The Ordering Party is obligated to inspect the Product upon receipt and enter any comments into the Acceptance Protocol, and promptly notify the Supplier of any quantitative discrepancies or quality defects of the delivered Products - in accordance with the procedures provided in the Agreement for the complaint process.
- 7.5. Loading service in the Supplier's warehouse takes place on business days from Monday to Friday from: 6:00 am - 9:00 pm and on Saturdays from 6:00 am -1:00 pm.
- 7.6. The collection or transport of the Products, in accordance with the adopted Incoterms, will be charged to the Customer. During working days and latest 48 hours prior the collecting The Ordering Party shall book the collection slot with Supplier's logistics department and inform on the type of transport by which the goods will be collected. The Customer shall deliver vehicle registration numbers along with driver personal details not later than 11:00 AM on the day of the collection during working days. An unscheduled or delayed vehicle goes to the end of the loading queue and will be loaded as loading opportunities arise. The Supplier stipulates that the loading referred to in the sentence above will take place only when the Supplier has a free notification window, which does not have to take place on the same day as the delivery of the vehicle by the Ordering Party. The Supplier reserves the right to not be liable for any additional costs incurred by the Ordering Party arising from the delay.
- 7.7. The Supplier will make every effort to confirm the loading time as stated in the notification by 2:00 p.m. on the day preceding the receipt date. For the proper organization of Loading, the Supplier reserves the right to change the time at the stage of accepting the Notification for execution, which is necessary for the correct organization of Loading on the Supplier's side. Subject to the second sentence, the Supplier undertakes to load the notified batch of goods within 3 hours from the moment the vehicle is placed according to the confirmed notification time and 6 hours from placing the container according to the confirmed notification time for execution.

8. COMPLAINTS

- 8.1. Complaints regarding Orders may only be submitted in the form and within the deadlines specified in detail in the Complaint Form attached as Appendix 2 to the GTC or, if the Supplier agrees, in a different format containing identical data to the Form.
- 8.2. Goods compliant with the Supplier Quality Standards listed in Appendix 3 are not subject to quality complaints.
- 8.3. If any defects are found upon receipt of the delivery, the Recipient is obliged to include appropriate notes, such as information about observed transport defects and damages, on the delivery note [WZ document]. Failure to include records in the delivery documents will result in the Recipient's claims being denied.
- 8.4. If any quantitative deficiencies of the delivered Goods are found, the Recipient should report this no later than the next business day after delivery.
- 8.5. In the event of quality discrepancies, complaints must be reported immediately after their detection, but no later than 3 months from the date of delivery.

- 8.6. Failure to submit a complaint within the deadlines specified above will result in the Recipient losing the right to file a complaint.
- 8.7. The Supplier is not liable for damage to the Goods resulting from unloading and faulty storage of the Goods that are inconsistent with the provisions of these General Terms and Conditions.
- 8.8. The validity of the complaint should be examined by the Supplier within a period no longer than 14 business days from the date of delivery by the Recipient of the complaint documents specified in point. 8.1 and evidence (samples) showing the defect, if such is required by the Supplier.
- 8.9. The decision regarding the resolution of the complaint should be made by the Supplier no later than 14 days from the date of its submission, unless the resolution of the complaint depends on the decision of independent appraisers or the complaint process requires conducting tests whose duration significantly affects the complaint process.
- 8.10. Filing a complaint does not suspend the payment deadline for the delivered Goods

9. SUPPLIER'S LIABILITY

- 9.1. The Supplier shall not be liable to the Ordering Party for lost profits (including lost revenues), indirect, consequential and accidental damages, including production damages and those resulting from the Ordering Party's liability towards third parties (e.g. on account of contractual penalties) - and this regardless of the basis for liability, i.e. whether the Supplier's liability towards the Ordering Party is based on tort (including negligence and strict liability) or contractual liability in law or in equity. In all other respects, the parties intend and agree to limit the Supplier's liability only to direct damages, to the maximum extent permitted by law.
- 9.2. The Supplier is not liable for any claims or actions brought by third parties in connection with the implementation of designs, packaging or products ordered by the Ordering Party.
In particular, the Supplier is not responsible for claims regarding infringement of intellectual property rights, such as: patents, industrial designs, trademarks, copyrights, etc.
- 9.3. If claims are brought against the Supplier by third parties for infringement of intellectual property rights in connection with production ordered by the Ordering Party, the Ordering Party undertakes to assume full responsibility for such claims.
- 9.4. In the event of damages incurred by the Ordering Party associated with a particular Order, the Supplier's liability is limited to the net total price of the specific Order with which the damage is associated.
- 9.5. Each time, the Supplier's total liability to the Ordering Party is additionally limited by the amount of the net remuneration (excluding VAT) actually received from the Ordering Party throughout the term of the agreement, both in relation to damage resulting from a single event (single damage) as well as from multiple events, including those not related to each other (cumulative damage).
- 9.6. Exclusions and limitations of liability referred to in the above provisions do not apply to actions or omissions caused by intentional fault, damages to life or health.
- 9.7. The Ordering Party undertakes to direct its claims against the Supplier first to the Supplier's insurer, and only then - after fully exhausting the procedure related to pursuing claims directly from the insurer - to the Supplier.

10. LIABILITY OF THE ORDERING PARTY

- 10.1. The Ordering Party is liable for non-performance or improper performance of the Agreement, including refusal or delay in collecting the Products on the delivery date.
- 10.2. Any delay in the collection date confirmed by the Supplier / suspension of delivery by the Ordering Party must be reported to the Supplier in the form of an e-mail with an indication of the new collection/delivery date and involves the calculation of a storage fee (warehousing service, fee for a pallet/day) in the amount of EUR 0,5 per pallet/day, which the Ordering Party hereby accepts and consents to, and will pay for the storage invoices issued by the Supplier within 7 days of their issuance.
- 10.3. The Recipient's storage fee due to delay in the collection/delivery date by the Ordering Party (warehousing service) will be invoiced monthly at the end of the calendar month with a payment term of 7 days.
- 10.4. Additionally, the Ordering Party undertakes to pay the Supplier a contractual penalty for delay or default in the acceptance of the Products in the amount of 0.05% of the total net price of the Products affected by the delay or default, for each day of delay or default, but not exceeding 30% of the total net price of the Products affected by the delay or default. The obligation to pay a contractual penalty arising from a delay or default in the receipt of the Products does not release the Ordering Party from the obligation to pay remuneration for the ordered Products, as well as from the obligation to pay warehousing fee.
- 10.5. If the delay or failure to collect the Products is caused by non-acceptance at the place of delivery (e.g. at the premises of the Ordering Party due to refusal to collect, failure to allow transport, Ordering Party's request to postpone the collection deadline), Products for which transport was included in the invoice or product price - then regardless of the obligation to pay a contractual penalty, the Ordering Party will also be obliged to pay the Supplier the costs of the non-accepted transport and the cost of labour (labour for loading and unloading the non-accepted goods at a lump sum rate of 1.7 Euro/pallet for unloading or loading operation).
- 10.6. If the Supplier produces the Order, and the Ordering Party withdraws from the Order for reasons attributable to the Ordering Party, the Ordering Party shall be obliged to pay the Supplier a contractual penalty in the amount of 100% of the net value of the Order. The Ordering Party accepts that the contractual penalty specified at the amount defined in the first sentence serves, among others, a guarantee function (i.e. it is intended to guarantee the return of production costs), as well as a stimulative function (i.e. it is intended to ensure the performance by the Ordering Party of its own obligation). The Parties also clearly state that withdrawal from the Order is possible in cases and under the conditions specified in the Civil Code for withdrawal from the Agreement (for the purpose of exercising the right of withdrawal, the Order is considered as an "Agreement"). In particular, but not exclusively, the Supplier may withdraw from the Order under the terms specified in Art. 491 of the Civil Code. Withdrawal from a particular Order does not affect other Orders or the validity of this Agreement.
- 10.7. The Supplier is entitled to claim additional compensation exceeding the amount of the contractual penalty for a given event.
- 10.8. The Ordering Party undertakes that any designs, packaging or products commissioned to the Supplier do not infringe the intellectual property rights of any third party.

10.9. The Ordering Party undertakes to provide the Supplier with all necessary licenses, consents or authorizations to use the ordered designs, packaging or products.

11. COMPENSATION RIGHT

11.1 In the event of failure by the Ordering Party to pay the amounts due under the Agreement, the Supplier reserves the right to compensate for any overdue payments,

11.2 Compensation may include not only receivables for the delivered products and services, but also any other financial obligations of the Ordering Party towards the Supplier.

11.3 In a situation where the Ordering Party fails to settle the amount due within the specified period, the Supplier has the right to take over ownership of the moulds used for production ordered by the Ordering Party.

11.4 The ownership of the moulds is taken over by offsetting outstanding receivables, which means that the value of the taken over moulds will be included in the outstanding liabilities of the Ordering Party.

11.5 If payment is not made, the Ordering Party will be notified in writing of the intention to take ownership of the moulds.

11.6 The Ordering Party has the right to settle outstanding amounts within 14 days from the date of receipt of the notification. In the event of non-payment, ownership of the moulds takes over automatically.

11.7 The value of the acquired moulds will be determined based on their current market value or according to the value specified in the agreement, depending on which of these values is higher. Any difference in the value of the acquired forms compared to the amount of outstanding receivables will be settled between the parties accordingly.

12. ASSIGNMENT

12.1. Without the prior written consent of the Supplier, under pain of nullity, the Ordering Party shall not be entitled to assign the rights and obligations arising from this agreement to a third party.

12.2. The Supplier is entitled to assign receivables arising from or related to the contract to a third party, in particular to banks or other financing institutions (in particular insurers or factors).

13. FORCE MAJEURE

Each Party is released from the obligation to perform the obligations arising from these GTC, to the extent that the Party is prevented from fulfilling its obligations by Force Majeure, understood as an external, sudden event that the Party could not have predicted or prevented by exercising due diligence. By Force Majeure, the Parties understand in particular: war or acts of war, riots, general strikes in the country, acts of terrorism, government regulations, fire, flood, natural disasters or pandemic.

14. FINAL PROVISIONS

14.1. Without the prior written consent of the Supplier, under pain of nullity, the Ordering Party shall not be entitled to assign the rights and obligations arising from this contract to a third party. In matters not regulated by this Agreement, the provisions of Polish law, including the provisions of the Civil Code, shall apply.

14.2. The Agreement of the parties is subject to the jurisdiction of the Polish court, competent for the Supplier's registered office.

14.3. To determine the content of the Incoterms clauses incorporated into the General Terms and Conditions, Incoterms 2020 should be used, with the proviso that in the event of discrepancies between the content of the General Terms and Conditions and the content of Incoterms, the General Terms and Conditions shall prevail.

14.4. These General Terms and Conditions are valid from July 01, 2024.

Appendices:

Appendix 1 - Order Form,
Appendix 2 - Complaint Form,
Appendix 3 - Technical Data for Glass Food Contact,
Appendix 4 - Technical Data for Glass Candles,
Appendix 5 – Technical Data for Glass Flora..