



1. SCOPE AND APPLICATION

1. This document contains the General Terms and Conditions of Sale of Goods (hereinafter referred to as "GTC") and applies to all contractual and commercial relationship entered into by any company of BA Group (which is better identified in the purchase order or contractual documents entered into by BA's company – hereinafter "BA") and its Clients superseding and prevailing over any other terms and conditions agreed between the Parties, unless otherwise previously agreed in writing by both Parties, without prejudice of the provision of paragraph 3 of this clause.

2. These GTC apply to all production, storage and sale of glass containers and tableware products commercialized by any of BA Group's companies (hereinafter "Goods").

3. In the event of any conflict between a purchase order and a sale and purchase agreement entered into between BA and the Client, the conditions set forth in the sales and purchase agreement shall prevail.

2. SALE AND SUPPLY

1. Upon BA's confirmation and acceptance of the purchase order placed by the Client, BA shall sell and deliver the Goods according to the particular conditions defined therein and the Client undertakes to buy and receive the Goods.

2. The quantity, quality and technical specifications of the Goods to be supplied shall comply with the relevant purchase order which shall be placed through the software or procedure indicated by BA.

3. The quality of the Goods shall comply with the technical specifications approved by BA under the internal quality documents. BA will accept to manufacture and produce Goods with different technical specifications provided that such particular technical specifications are agreed in writing by the Parties prior to the placement of the relevant purchase order.

4. The packaging of the Goods will comply with the relevant purchase order and comprise pallets, plastic layers and plastic wrap.

3. PRICE AND PAYMENT

1. The price and the payment terms and conditions are provided in the relevant sale and purchase agreement entered into by BA and the Client or in the written communications held between the Parties for the said purpose.

2. The prices are established in Euro or in local currency and do not include VAT or any other charges, taxes, insurance, fees or other expenses.

3. The payments should be performed within the due date stated in the invoice issued by BA to BA's bank account mentioned therein.

4. In the event an advance payment has been agreed between the Parties, the purchase order will be on hold, and the delays for production and delivery will be suspended, until the advance payment amounts have been credited in BA's bank account.

5. A payment is deemed performed when the relevant amount is credited in BA's bank account.

6. All costs and expenses related to payments will be borne by the Client.

4. PURCHASE ORDERS

1. The purchase order should be placed by the Client through the means made available by BA, specifying the Goods, quantities, delivery dates and delivery place (if applicable).

2. The submission of one purchase order shall not be deemed as an acceptance of the relevant order by BA. A purchase order can only be deemed as accepted after BA's confirmation in writing.

3. Without prejudice of paragraph 4 of this clause, in the event the quantity of Goods to be supplied requires special production, BA reserves the right to reject the order and offer different delivery conditions.

4. The sale of Goods for which the Client or a third party has ownership rights over the design and/or the mould ("Special Goods") can only be produced and delivered after the Parties enter into a Sale and Purchase Agreement where the Technical specifications and other requirements are set forth.

5. DELIVERY TERMS

1. The Goods shall be delivered under the terms and conditions of the INCOTERMS set forth in the accepted purchase order.

2. The delivery dates will be subject to BA's confirmation and BA will make the best efforts to supply the Goods on the requested schedule. In the event BA is not able to deliver the Goods at the date requested by the Client, BA will notify the Client appointing the earliest possible date for the delivery to be completed.

3. At deliverance the Goods can be accompanied by the following documents: delivery note, quality certificate and declaration of conformity and/or any other local documentation deemed mandatory or agreed between the Parties.

4. The risk is transferred to the Client in accordance with the agreed INCOTERMS.

5. The property of the Goods is transferred to the Client upon its payment.

6. For EXWORKS deliveries, the Client will be notified by BA of the date, availability of the stocks and location of the same, and conditions for delivery at BA's premises. If the Client does not collect the Goods within 3 months after the notice has been served by BA, BA will issue the respective invoices and the Goods are deemed received by the Client. In this event, BA reserves the right to charge warehousing fees until the Goods are collected by the Client.

6. PACKAGING MATERIALS

The Goods shall be delivered in accordance with packaging scheme requested by the Client and approved by BA.



7. INSPECTION AND CLAIMS

1. The Client may inspect and/or test the Goods upon delivery, in accordance with the applicable contractual terms.

2. Service Claims – Quantity, Delivery, Logistics and Secondary Packaging.

2.1. Any claims relating to the quantity of Goods delivered, shortages, excess quantities, transport-related discrepancies, conditions of secondary packaging (including but not limited to palletization, shrink-wrap, carton integrity or any other elements of secondary packaging), or any other issues identifiable upon delivery (“Service Claims”) shall be recorded directly on the CMR or other applicable delivery document.

2.2. In addition, the Client shall notify BA in writing of any Service Claims at the time of delivery or, in duly justified cases, within a maximum period of seven (7) calendar days from the date of delivery.

2.3. Failure to record or notify such Service Claims within the above-mentioned timeframe shall constitute acceptance of the Goods with respect to quantity, delivery conditions, and secondary packaging.

3. Quality Claims – Non-Conformities of the Goods.

3.1. Any claims regarding quality, defects, or non-conformity of the Goods themselves (“Quality Claims”) shall be notified to BA in writing within fifteen (15) calendar days from the date on which the Client becomes aware of the alleged non-conformity.

3.2. The Client shall notify BA in writing, containing a detailed description of the alleged non-conformity and be accompanied by adequate supporting evidence, including but not limited to photographs of the Goods, pallet label photographs, and any other documentation deemed relevant by the Client.

3.3. Goods subject to a Quality Claim must be stored separately at the Client’s warehouse and preserved in the state in which the non-conformity was detected, until BA confirms the procedures to be followed.

3.4. BA shall contact the Client within three (3) working days following receipt of the Quality Claim in order to jointly determine the applicable verification procedures.

4. All claims shall be resolved in accordance with the agreement reached between the Parties, following verification of the facts.

5. A partial rejection of Goods shall not exempt the Client from paying for the Goods not rejected, unless otherwise expressly agreed in writing by the Parties.

8. RETURNABLE PACKAGING

1. Process

1.1. Clients who have an agreement with BA Glass for return of pallets, layer pads or other returnable items (“Returnable Packaging Materials”) may request their collection by submitting a request to BA Glass through the channels agreed.

1.2. BA Glass reserves the right to decline the collection request if the Client’s returnable packaging balance is

negative, meaning that the Delivered Quantity of Returnable Packaging Materials is lower than the Returned Quantity.

1.3. Returnable Packaging Materials may be returned within the following maximum periods, counted from the date of delivery. For Portugal, Spain, Poland, Germany, Bulgaria, Romania and Greece up to six (6) months. All other countries up to twelve (12) months. After these periods, Returnable Packaging Materials shall no longer be eligible for return, refund or credit and therefore the Client is not entitled to any refund or compensation for the deposited price of the Returnable Packaging Materials.

1.4. Upon acceptance of the request to collect, the Client or BA Glass shall organize the collection of Returnable Packaging Materials within the following timeframes. For Portugal, Spain, Poland, Germany, Bulgaria, Romania and Greece up to seven (7) working days. All other countries up to ten (10) working days.

1.5. Upon arrival at a BA facility or BA designated supplier, the Returnable Packaging Materials shall be unloaded, registered and stored separately to ensure traceability until sorting and selection activities are completed.

1.5. General and Detailed Reports:

BA Glass shall provide a General Report on the Client’s balance within a maximum of three (3) working days and a detailed Report within ten (10) working days for Portugal, Spain, Poland, Germany, Bulgaria, Romania, Greece and France and within fifteen (15) working days for all other countries.

1.6. BA Glass reserves the right to refuse acceptance of Returnable Packaging Materials and/or charge the Client for any additional costs incurred whenever the applicable requirements or acceptance criteria are not met.

1.7. Returnable Packaging Materials that are not repairable, cleanable, dry, or that show signs of contamination shall be considered non-compliant and shall not be considered for refund or credit.

1.8. Any discrepancy concerning the quantities or the quality of the Returnable Packaging Materials shall be settled by the Parties within a maximum of three (3) months from receipt. If the Client fails to respond within that period, BA Glass’s assessment shall be deemed final and binding, and BA Glass shall proceed with the corresponding debit or credit.

2. Acceptance Criteria

BA Glass shall not consider as compliant any pallet types or packaging elements that differ from those originally supplied by BA Glass.

2.1. Scrap Tolerances - the following maximum scrap rates shall apply to Returnable Packaging Materials. For Portugal and Spain: maximum of 5% for Pallets and Plastic layer pads. For all other countries: maximum of 10% for pallets and maximum of 5% for plastic layer pads. Materials exceeding these percentages shall be considered non-compliant and excluded from refund or credit calculations.

2.2. Selection Criteria for Wooden Pallets - the conformity check shall include, inter alia: broken or loose boards; broken or damaged wooden blocks/cubes; missing, protruding or unsafe nails; presence of mould or fungus;



contamination of any kind; excessive dirtiness; absence or illegibility of the heat-treatment stamp, where applicable.

2.3. Selection Criteria for Plastic Layer Pads - the conformity check shall include, inter alia: undamaged edges and corners; absence of contamination or dirtiness, including oil or other contaminants; general structural condition, ensuring the pads are not broken, damaged, warped or otherwise compromised.

9. LIABILITY

1. BA's liability is restricted to fraud or gross negligence.
2. BA will not be liable towards the Client for any indirect or consequential loss or damage (including, but not limited to, loss of profit among others). The liability of BA shall in no circumstances exceed the price of the Goods delivered to the Client.
3. BA shall not be held liable for delivery delays attributable to third party's whose performance constitutes a prerequisite for the production of the Goods, namely delays regarding the moulds' production.
4. BA will not be liable for delays, defects or breach of any contractual obligations attributable to third parties or force majeure events.

10. FORCE MAJEURE

Neither BA or the Client will be liable towards each other for failure to perform its obligations under these GTC due to a force majeure event that is beyond the parties' control, such as but not limited to acts of nature, fire, flood, war, civil disturbance, riot, interference by civil or military authority strikes, port congestion, epidemics, pandemics, among others.

11. INTELLECTUAL PROPERTY RIGHTS

BA will not be responsible for any claims, actions, damages, losses, liabilities, costs, royalties and expenses arising from actual or alleged infringement of any third party's intellectual or industrial property rights provided that such infringement arises from any design, patent or technology licensed to, owned or made available by the Client.

12. DATA PROTECTION POLICY

1. The Parties hereby agree that in performing their obligations under these GTC, they shall comply with all the applicable provisions of Data Protection Laws and Regulation.
2. The Parties will enter a Data Processor Agreement or any other similar agreement as requested by the applicable Laws.

13. CONFIDENTIALITY

The content of the purchase order as well as any and all discussions, negotiations and any additional technical specifications and commercial terms and conditions agreed by the Parties, whether written or verbal, shall be considered confidential information. The confidential information cannot be disclosed to any third parties.

14. ANTI-BRIBERY, CORRUPTION AND MONEY LAUNDERING

1. The Parties hereby undertake that, at the date of the entering into force of the Agreement or the commercial relationship, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind.
2. BA Glass strictly prohibits any act that can be considered bribery, extortion or corruption.

15. GOVERNING LAW AND DISPUTE RESOLUTION

1. These GTC and the orders placed by the Client are governed, in all aspects, by Bulgarian law.
2. Any dispute arising out or in connection to these GTC shall be submitted to the judicial courts of Sofia, Bulgaria.