



Est —

adalberto

— 1969

textile solutions

**general terms and
conditions of sale**

Definitions

For the purposes of these General Terms and Conditions of Sale, hereinafter "GTCS", the following terms have the meaning attributed to them: Customer means the Seller's customer who enters into the Contract with the Seller; Particular Conditions means the particular conditions executed by the Customer, to which these GTCS are annexed; Contract means, jointly, the Particular Conditions and the GTCS; Parties means, jointly, the Customer and the Seller; PO means the Particular Conditions and, in the future, any purchase order submitted by the Customer to the Seller, or any commercial proposal submitted by the Seller and fully and unconditionally accepted by the Customer; Seller means ADALBERTO TEXTILE SOLUTIONS, S.A., a public limited company registered with the Commercial Registry under sole corporate identification number 500 100 616, with registered office at Rua Adalberto Pinto da Silva, n.º 28, 4795-177 Rebordões, Portugal.

Subject Matter and Scope

The Contract governs all commercial relationships, sale and purchase contracts, orders and B2B supplies, as well as any related service provisions, entered into between the Seller and the Customer.

Irrespective of the execution of Particular Conditions, these GTCS shall apply to all current and/or future sales and/or supplies entered into between the Seller and the Customer, save where a written agreement signed by both Parties expressly and unequivocally derogates from their application. The GTCS shall be deemed accepted by the Customer, without reservation, upon execution of the Contract, receipt by the Seller of a PO, acceptance by the Customer of a proposal submitted by the Seller, receipt by the Customer of the goods covered



by a PO, payment in full or in part of an invoice issued by the Seller, performance of any act of technical cooperation following the making available of these GTCS, or continuation of the commercial relationship following communication of the GTCS.

Any general or particular conditions of the Customer, even if included in orders, platforms, portals, e-mails, attachments or any Customer documents, are expressly excluded and shall not bind the Seller, save by express written acceptance signed by a representative of the Seller with sufficient powers for such purpose.

In the event of conflict between documents, the following hierarchy shall prevail: a written contract validly executed between the Seller and the Customer; the Particular Conditions; these GTCS; the Seller's order confirmation; the Customer's PO; remaining correspondence.

Where the Customer has its registered office outside Portugal, the Parties expressly agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), with Portuguese law applying exclusively.

The Seller reserves the right to amend or update these GTCS at any time. Updated versions shall apply to all supplies and commercial relationships established after the relevant amendment.



Proposals, Technical Specifications, Samples and Orders

The Seller's proposals are valid for 15 (fifteen) days, save where expressly stated otherwise, and do not include VAT or any other taxes or charges legally applicable.

POs issued by the Customer shall be submitted to the Seller in writing and shall set out, in a complete and unequivocal manner, quantities, items, technical specifications, conformity requirements, colours, approvals, applicable Incoterms, place of delivery, intended deadlines, packaging and labelling requirements, and transport instructions.

Any request for specifications, drawings, technical sheets, models, inclusion of trademarks, labels or instructions contained in a PO is the sole responsibility of the Customer. The Customer warrants to the Seller that it holds the necessary rights to make such requests and to use goods incorporating the same, and that such elements do not infringe any third-party rights.

Save where agreed in writing, samples, proofs and prototypes are of a merely indicative nature. Minor variations in colour, hand, shrinkage and finish are inherent to the industrial textile process and shall not constitute a defect, provided they fall within agreed technical tolerances and applicable standards.

The Contract shall be deemed entered into upon written confirmation of the PO by the Seller, commencement of production, dispatch, or issuance of the corresponding invoice, whichever occurs first. The Seller's silence shall have no declaratory value.



As the Seller is an industrial manufacturer, a production tolerance of $\pm 5\%$ (five per cent) is admitted in relation to the quantities ordered, which is deemed accepted by the Customer and reflected in invoicing.

Commencement of Production, Cancellation and Suspension

The production period for the goods ordered by the Customer shall start on the latest of the following dates: written acceptance of the order by the Seller; receipt of all materials, technical sheets, approvals and requirements necessary for production; and receipt of any price prepayment by the Seller, where applicable.

The Customer shall not be entitled to unilaterally cancel an order. If the Customer cancels, delays, suspends, omits approvals, or in any manner fails to perform the Contract, it shall bear in full all costs incurred by the Seller, including raw materials, consumables, energy, labour, setup, subcontracting, storage, transport and any third-party charges, without prejudice to the Seller's right to be indemnified for any additional damages, including loss of profit.

In the event of contractual breach by the Customer, significant deterioration of its financial situation, refusal of cover by a credit insurer, insolvency proceedings, or a strong likelihood of non-performance, the Seller may require advance payments or the reinforcement of guarantees, suspend production and shipment, or terminate the Contract.



Prices, Incoterms and Invoicing

The price shall be set out in the PO and is determined taking into account the ICC INCOTERMS® 2020 applicable to the specific case. The price is always set and paid in Euros.

Any increases in taxes, duties or charges, or the introduction of new taxes, duties or charges levied during the execution of the Contract, shall be borne by the Customer.

Save where otherwise agreed in writing, the Incoterm® 2020 EXW shall apply to the supply of any goods ordered by the Customer, at the Seller's premises in Rebordões, Portugal. Any transport or insurance quotation provided by the Seller is a mere estimate and may be charged to the Customer in accordance with actual costs.

Where, following acceptance of the PO by the Seller, abnormal, unforeseeable and material changes occur in production costs, raw materials, energy, transport, customs duties or the regulatory framework, rendering the performance of the Contract excessively onerous for the Seller, the Seller reserves the right to propose a revision of the contractual conditions or, failing agreement with the Customer, to terminate the Contract.

Payment Conditions

Save where different conditions are set out in the PO or otherwise agreed in writing by the Parties, 25% (twenty-five per cent) of the price shall be paid upon acceptance of the PO, upon submission of the invoice, and the remaining 75% (seventy-five per cent) upon delivery of the goods to the Customer. The Seller is entitled to withhold the goods until full receipt of the amounts due.



Payment shall be deemed made only on the date of actual receipt of funds in the Seller's bank account. Payments made from outside the Euro Zone shall be made by confirmed international wire transfer, with banking charges borne by the Customer.

To the maximum extent permitted by law, the Customer may not withhold, set off, deduct or apply set-off in respect of any amounts due to the Seller, on the basis of alleged claims, warranties, disputes or credits, save by virtue of a final and binding court decision.

In the event of default, late-payment interest shall automatically accrue at the rate applicable to commercial transactions under Decree-Law No. 62/2013, of 10 May, without the need for any prior notice. The Customer shall further be liable for collection costs, reasonable expenses and lawyers' fees, to the extent permitted by law.

Delivery, Deadlines and Risk

Delivery deadlines are estimated, save where expressly agreed otherwise in writing, and the Seller shall not be held liable for any delay in delivery. The Parties expressly and unequivocally declare that the estimated delivery deadline is not considered essential for the execution of the Contract.

Risk shall pass to the Customer in accordance with the applicable Incoterm. If the Customer fails to collect or receive the goods on the agreed date, the goods shall be deemed placed at its disposal, with risk passing immediately and the Seller being entitled to invoice and charge any storage and handling costs.

In the absence of provision in the Contract regarding the costs associated with the transport of goods, or of specific instructions from the Customer, the Seller



may arrange for the transport of goods and charge to the Customer the corresponding reasonable costs.

Inspection, Acceptance and Claims

Regardless of the applicable Incoterm, the Customer shall inspect the goods upon receipt and, if any damage, defect or non-conformity is identified, shall reject delivery of the goods. Failure to reject the goods upon delivery shall constitute definitive acceptance by the Customer.

Where the supply involves raw materials, components or products provided by the Customer, the Customer shall assume full responsibility for their quality, technical conformity and suitability for the production process. The Seller shall not be liable, in any circumstance, for defects, results or losses arising from raw materials, technical information or instructions provided by the Customer.

Warranty

The warranty provided by the Seller covers only manufacturing or material defects, with a maximum duration of 6 (six) months from the date of acceptance of the goods by the Customer. The warranty does not cover normal wear and tear, misuse, inadequate storage, subsequent treatments, or application outside the intended purpose.

The Customer shall notify the Seller of the identification of any defect which it considers to be covered by the warranty, within 8 (eight) days of such identification, by sending a written claim accompanied by a copy of the invoice and adequate evidence.



The warranty shall lapse if the goods are altered, processed, cut, washed, dyed, printed, repaired or in any way modified without the express written authorisation of the Seller.

Where the warranty is legitimately invoked, the Customer shall have the right to choose between repair of the defective goods, their replacement, or the issuance of a credit note for the corresponding value. The Seller's liability shall in any case be limited to the net value of the invoice corresponding to the goods proven to be defective.

Limitation of Liability

The Seller shall be liable only for direct, proven damages resulting from wilful misconduct or gross negligence. Indirect damages, loss of profits, financial losses, consequential damages, loss of production, loss of opportunity and third-party claims against the Customer are excluded, to the extent permitted by law.

The Customer undertakes to indemnify the Seller for any damages arising from third-party claims relating to changes, instructions or requirements introduced by the Customer in the goods after acceptance of the order, in particular those relating to intellectual property or unfair competition.

Retention of Title

All goods supplied shall remain the property of the Seller until full payment of the PO price, as well as of any interest and charges due. The Customer undertakes not to transfer or promise to transfer the goods while they remain not its property, to keep them identifiable, separated and free of



encumbrances, and to inform the Seller immediately of any seizure, attachment or insolvency measure affecting them.

Force Majeure

Neither Party shall be liable for delays or non-performance caused by any unforeseeable and unavoidable facts producing effects beyond the control of the Parties, in particular acts of war, strikes, fires, energy failures, transport disruptions, natural disasters, epidemics, acts of public authority, or material supplier failures. If the situation persists for more than 60 (sixty) days, either Party may terminate the Contract, without right to indemnification.

Confidentiality and Compliance

The Parties undertake to maintain full confidentiality regarding all information received, in particular prices, conditions, technical sheets, samples and commercial or industrial information received in the context of the Contract, save where required by law or with the written consent of the other Party. The confidentiality obligations shall remain in force without time limit, even after termination of the Contract.

The Customer undertakes to comply with all applicable legislation on import and export, sanctions, customs law and product conformity rules in the country of destination.

Applicable Law and Jurisdiction

The Contract shall be governed by Portuguese law. Any disputes shall be subject to the exclusive jurisdiction of the Judicial Court of the Judicial District



of Santo Tirso, with express waiver of any other, without prejudice to the Seller's right to seek interim measures or collection proceedings at the Customer's domicile.

If any provision is held to be invalid, the remaining provisions shall remain in force, and the invalid provision shall be replaced by a valid one that most closely approximates the economic and legal objective intended by the Parties. The Portuguese version shall prevail over any translations, save where otherwise agreed in writing.

Aprovação

Approved by the Board of Directors on 26 May 2026



Jorge Adalberto Machado

Director and CEO of Adalberto Textile Solutions

