

TERMS AND CONDITIONS FOR CRISA LIBBEY MÉXICO CUSTOMERS

These Terms and Conditions for Customers (the "Terms") apply to all sales of Products and/or Services made by Crisa Libbey Mexico, S. de R.L. de C.V. ("Libbey"), and form an integral part of all quotations, proposals, acceptances, pro formas, acknowledgments, and confirmations made by Libbey in connection with any Purchase Order from the Buyer and any contract related to the sale by Libbey and purchase by the Buyer of Products and/or Services (the "Contracts").

1. Definitions

- 1.1. "Custom Items" means (A) any Goods decorated at the Buyer's request or (B) any Goods manufactured according to specifications provided by the Buyer to Libbey or created by Libbey specifically for the Buyer.
- 1.2. "Buyer" means any individual or legal entity that issues a Purchase Order or Product Order.
- 1.3. "U.S.A" means the United States of America.
- 1.4. "Law" means any applicable law, ordinance, regulation, rule, code, constitution, treaty, judgment, decree, or legal norm of any governmental authority, including export control, sanctions, anti-bribery, and anti-corruption laws.
- 1.5. "Data Message" means information generated, sent, received, or stored by electronic, optical, or any other technology, including information sent via emails sent from email accounts associated with the Buyer.
- 1.6. "Goods" means all products, materials, supplies, equipment, parts, accessories, packaging and labeling, ingredients, and other items that Libbey sells to the Buyer, as well as any related services.
- 1.7. "Purchase Order(s)" or "Order(s)" means all purchase orders and/or orders for Goods and/or Services issued by the Buyer to Libbey, by any means, whether documentary, electronic, digital, or via Data Message.
- 1.8. "Related Party of the Buyer" means the Buyer, its affiliates, and their respective directors, employees, suppliers, commission agents, and agents.
- 1.9. "Products" means Goods and Services.
- 1.10. "Services" means all services of any nature requested by the Buyer from Libbey, whether or not related to the purchase of Goods.

2. Acceptance and Applicable Terms

2.1. LIBBEY'S ACCEPTANCE OF A PURCHASE ORDER OR ORDER IS EXPRESSLY CONDITIONAL UPON THE BUYER'S EXPRESS OR TACIT ACCEPTANCE OF THESE TERMS. SUCH ACCEPTANCE SHALL BE DEEMED TO HAVE BEEN GRANTED IMPLICITLY BY THE BUYER WHEN THEY PERFORM ANY ACT THAT IMPLIES THEIR AGREEMENT WITH THE PURCHASE ORDER OR REQUEST, INCLUDING BUT NOT LIMITED TO: (I) MAKING FULL OR PARTIAL PAYMENT OF THE PRODUCTS; (II) CONFIRMING SHIPMENT OF THE PRODUCTS; (III) PROVIDING SPECIFICATIONS, APPROVALS, OR INSTRUCTIONS RELATED TO PRODUCTION; OR (IV) ENGAGING IN ANY OTHER CONDUCT THAT INDICATES THE CONTINUATION, PROCESSING, OR EXECUTION OF THE PURCHASE ORDER OR REQUEST.

LIBBEY EXPRESSLY REJECTS AND THE BUYER WAIVES ANY TERMS OR CONDITIONS SET FORTH IN DOCUMENTS ISSUED BY THE BUYER, WHETHER CONSISTENT WITH, ADDITIONAL TO, OR CONTRADICTORY TO THESE TERMS, WHETHER BEFORE OR AFTER LIBBEY ISSUES ANY

DOCUMENT ESTABLISHING OR REFERRING TO THESE TERMS, SUCH TERMS OR CONDITIONS OF THE BUYER SHALL NOT APPLY TO ANY SALE MADE BY LIBBEY TO THE BUYER AND SHALL NOT BE BINDING ON LIBBEY IN ANY WAY.

3. Custom Items

3.1. Libbey has the right to ship and to consider as a complete shipment the following excess or deficiency per order of Custom Items: +/- 10% for orders of less than 3,600 items, +/- 5% for orders between 3,601 and 11,999 items, and +/- 3% for orders of more than 12,000 items.

3.2. The Buyer shall be liable to Libbey for the time and materials expended in fulfilling an Order for Custom Items if the Buyer cancels the Order after production has been scheduled but before production has commenced. The Buyer shall be liable to Libbey for the entire invoice amount of an Order for Custom Items if the Buyer cancels the Order after the Custom Items have been manufactured.

4. Prices

4.1. Libbey's prices are based on delivery of the Products to Libbey's facilities, so the Buyer shall bear all costs of shipping to another delivery point. Prices do not include any current or future taxes, duties, or similar charges applicable to the Products. Libbey shall add the respective taxes, duties, or charges to the sale prices where required or permitted by law for Libbey to pay or collect them, and these shall be paid by the Buyer together with the price.

4.2. Prices do not include palletizing of the Products. Palletizing of the Products is available at an additional cost to the Buyer.

4.3. The quotes provided by Libbey for urgent shipments are subject to change if acceptance of the quote is received more than 24 hours after the quote is sent to the Buyer.

4.4. Libbey may change prices with immediate effect, unless Libbey has provided written price confirmation within 24 hours prior to delivery of the Products. Libbey has the right to apply surcharges to prices to reflect increases in third-party prices, including raw materials and transportation.

5. Payment conditions

5.1. The net price for the sale of Products shall be paid by the Buyer within 30 days of the date of issue of the invoice or within any other period specified by Libbey on the cover page of the corresponding invoice. Early payment discounts are not permitted unless specified in writing by Libbey. In addition to all rights and remedies Libbey may have under applicable law, in the event of a delay in the timely payment of the price by the Buyer, interest shall accrue on unpaid amounts at an annual rate of 18% and such interest shall accrue from the due date of the payment term granted until such amounts are paid in full.

5.2. All deliveries of Products agreed to by Libbey are subject at all times to payment for the Products or approval of credit or payment terms by Libbey. Libbey may require full or partial payment for the Products in advance or may impose any other payment terms if, in its judgment, the Buyer's financial situation does not justify the production or delivery of the Products, and shall have the right to suspend, postpone, or cancel any action taken.

5.3. In the event that the Buyer fails to pay any amount, fee, or charge, or in the event of any other violation of these Terms, Libbey shall be entitled to take one or more of the following actions: (i) refuse to perform and/or refrain from delivering any Product until the Buyer is up to date with its payments; (ii) suspend, delay, or cease to perform any of Libbey's obligations to the Buyer; (iii) require the Buyer to return title and possession of the Products to Libbey if delivery of any Products has been made, upon written notice from Libbey; or (iv) collect the amounts due through legal or other proceedings, in which case the Buyer shall be responsible for the costs associated with collection, including Libbey's attorneys' fees. The foregoing is in addition to and does not replace any existing rights and remedies under applicable law.

6. Delivery and quantities

6.1. The Products shall be delivered at the place, date, and quantities set forth in the Purchase Order. Delivery dates reported or acknowledged by Libbey shall be considered estimated dates, and Libbey shall not be liable or deemed to be in default of its obligations to the Buyer if it delivers the Products on a date prior to or after the estimated delivery date. Libbey shall use commercially reasonable efforts to meet the estimated or acknowledged delivery dates provided that the Buyer has provided Libbey with all information required in the Purchase Order sufficiently in advance and Libbey has confirmed the ability to deliver the Products within the estimated delivery date.

6.2. The Buyer shall notify Libbey in writing of any failure to deliver the Products within 10 days of the failure to deliver and shall grant Libbey 30 days to remedy such failure. If Libbey fails to deliver the Products within the 30-day period, the Buyer shall only have the right to cancel the portion of the Purchase Order that was not delivered. A Purchase Order for a Product that is not available in Libbey's inventory does not constitute a failure to deliver, and the Product shall be delivered when it becomes available.

6.3. Shipments shall be made in accordance with the terms set forth in the Purchase Order. The title and risk of loss or damage to the Goods shall pass to the Buyer at the time the Goods are made available to the Buyer, including when shipments are made by Libbey via prepaid freight.

6.4. Libbey recommends that Goods not to be shipped via parcel carriers. In the event that the Buyer decides to ship the Goods via a parcel carrier, Libbey disclaims all liability and the Buyer waives any claim related to damage to the Goods, regardless of when it occurs.

6.5. In the event that Libbey's production is reduced or suspended for any reason, Libbey shall have the right to distribute its production and available Products among its various customers at its sole discretion and shall consequently have the right to sell and deliver to the Buyer a quantity less than that specified in the Contract or Purchase Order, as the case may be.

7. Buyer Obligations

7.1. The Buyer shall ensure that the Buyer's Related Parties receive and understand all instructions for use and handling of the Goods provided by Libbey or with the Goods. The Buyer shall provide such instructions to any customer or other person receiving Goods from the Buyer.

7.2. The Buyer shall comply with all Laws applicable to the purchase, receipt, use, marketing, sale, and disposal of the Goods.

8. Limited warranty and disclaimer

8.1. Libbey warrants that the Goods, at the time they are made available to the Buyer: (A) shall substantially comply with all specifications agreed upon by the Parties; (B) shall comply with the requirements set forth in the Law; and (C) except in the case of designs provided by the Buyer or third parties, shall not infringe the intellectual property rights of third parties.

8.2. THE WARRANTY EXPRESSED ABOVE REPLACES ALL EXPRESS, IMPLIED, OR IMPLICIT WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR IMPLICIT WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED OR IMPLICIT WARRANTIES ARISING FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR CUSTOM OF TRADE OR COMMERCIAL PRACTICE. LIBBEY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO CHANGES OR MODIFICATIONS MADE TO THE PRODUCTS ONCE THEY HAVE BEEN DELIVERED AND HAVE LEFT LIBBEY'S FACILITIES, NOR WITH RESPECT TO ANY LOGO, DESIGN, OR SPECIFICATIONS PROVIDED BY THE BUYER TO LIBBEY. LIBBEY EXPRESSLY DISCLAIMS ANY OTHER WARRANTY.

9. Limitation of Liability

9.1. LIBBEY'S TOTAL LIABILITY ARISING OUT OF OR IN RELATION WITH THESE TERMS AND ANY PURCHASE ORDER SHALL NOT EXCEED THE TOTAL PRICE ACTUALLY PAID BY THE BUYER TO

LIBBEY FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM. LIBBEY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS OR SAVINGS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF GOODWILL OR REPUTATION, OR ANY DAMAGES RESULTING FROM OR RELATED TO THE PURCHASE ORDER, THE CONTRACT OR THE SALE OF ANY LIBBEY PRODUCT OR ITS USE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON ANY THEORY OF DAMAGE, EVEN IF LIBBEY HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

10. Returns

10.1 Under no circumstances may the Buyer return the Goods to Libbey without its prior consent. Except when required by applicable law in Mexico, Libbey shall not be obligated to accept the return, and any possible return shall be at its sole discretion, as warranted by the circumstances.

10.2 Considering the provisions contained in these Terms, if the Goods are not in optimal condition for shipment, Libbey may offer a refund to the selected payment method or issue a credit note for the amount to be refunded within 3 to 4 business days. Libbey's issuance of the return shall be subject to its sole discretion, based on the specific characteristics of the case.

11. Confidential Information and Intellectual Property

11.1 The Buyer acknowledges that all technical, commercial, financial, and personal information disclosed by Libbey to the Buyer is Libbey's "Confidential Information." The Buyer shall not disclose the Confidential Information to third parties and may only use it in connection with the performance of these Terms.

11.2 Confidential Information is the exclusive property of Libbey, and nothing in these Terms shall be construed as granting or implying any express or implied right to transfer, assign, license, or lease any right, title, or interest in the Confidential Information. In the event of any breach or violation by the Buyer of the provisions of this Section, Libbey shall have, in addition to any other rights and remedies available at law, the right to demand payment of damages resulting from such breach.

11.3 Upon early termination of the Purchase Order, the Contract, or upon Libbey's request, whichever occurs first, Buyer shall return to Libbey all Confidential Information, including reports, analyses, and materials delivered to Buyer or prepared by Buyer for Libbey that relate to the Purchase Order or the Contract. The Buyer shall not use Libbey's name or the existence of the relationship between Libbey and the Buyer for advertising or promotional purposes. Except as provided by applicable law, the Buyer shall not disclose to the press, the public, or government agencies any matters relating to Purchase Orders, Contracts, or these Terms without Libbey's prior written consent. The rights and obligations of the parties set forth in this Section shall survive the expiration or termination of these Terms or any Contract and shall continue to bind the parties, their employees, successors, heirs, and assigns.

11.4 Notwithstanding any other provision to the contrary in the Terms or in any Agreement, Libbey shall retain all industrial property rights in all designs, models, processes, and other industrial property elements relating to the Goods, unless otherwise agreed in writing with Libbey.

Any pre-existing industrial property of Libbey and any knowledge retained by Libbey shall remain the exclusive property of Libbey, and nothing herein shall constitute an express or implied grant of transfer, assignment, license, or lease of any right, title, or interest in such materials or knowledge or any other industrial property rights of Libbey.

12. Anti-Corruption

12.1 The Buyer shall comply with Libbey's anti-bribery policies as amended from time to time, available at the following link [*].

13. Force majeure

13.1 Libbey shall not be liable for any failure or delay in performing any Purchase Order or Contract if: (A) it results from interruptions in the manufacturing process; or (B) it is due to Force Majeure as defined below or by law; or (C) it is caused by acts or omissions of the Buyer.

13.2 If the breach arises from the causes set forth in Section 13.1, Libbey shall suspend delivery of Products for as long as such breach continues, without liability to the Buyer for any damages resulting therefrom.

13.3 "Force Majeure" means and includes any circumstance or event beyond Libbey's control, regardless of whether it could have been foreseen at the time of accepting the Purchase Order, including but not limited to fires, floods, epidemics, pandemics, storms, explosions, wars, sabotage, riots, insurrections, terrorism, earthquakes, hurricanes, decrees, orders of authority, or any other similar event, including the failure of any of Libbey's suppliers. If the force majeure event extends for 3 consecutive months (or if the delay is expected to last for 3 consecutive months), Libbey shall have the right to cancel all or part of the Purchase Order or Contract without any liability to the Buyer.

14. Assignment and compensation

14.1 The Buyer may not assign the rights or obligations set forth in these Terms or in any Contract without the prior written consent of Libbey. The Buyer shall not have the right to withhold or reduce payments or to offset current or future claims against payments due for Products sold under these Terms or under any other agreement the Buyer has with Libbey or its affiliates, and agrees to pay the amounts set forth herein regardless of any claimed offset that the Buyer or any third party on its behalf may assert.

15. Applicable law and jurisdiction

15.1 All offers, confirmations, orders, Terms, and Contracts shall be governed by and construed in accordance with the provisions of the commercial law of the United Mexican States, regardless of conflicts of law principles. Any dispute arising out of or relating to these Terms or any Purchase Order or Contract shall be submitted to the exclusive jurisdiction of the competent courts of the City of Monterrey, Nuevo León, Mexico, with the parties waiving any other jurisdiction that may correspond to them by reason of their present or future domicile or for any other reason. Additionally, the parties expressly waive the application of the rules of the United Nations Commission on International Trade Law (UNCITRAL), including the United Nations Convention on Contracts for the International Sale of Goods (CISG) to the Terms. Any claim that the Buyer may have against Libbey must be filed within the lesser of (a) the applicable statute of limitations, and (b) 9 months after the cause of action arises, otherwise such claim or cause of action shall be barred.

16. Termination

16.1 Without prejudice to any rights or remedies Libbey may have under these Terms, any Contract, or by law, Libbey shall have the right to terminate with immediate effect and without liability any Purchase Order or Contract or any clause thereof by written notice to the Buyer in the following cases: (a) the Buyer's breach of any of these Terms or any Contract; (b) if the Buyer commences bankruptcy proceedings, is declared bankrupt, or has a receiver or trustee appointed; (c) if any assignment of assets is made for the benefit of the Buyer's creditors; and/or (d) upon written notice from Libbey delivered to the Buyer at least 30 days prior to the effective date of termination.

16.2 In the event of any of the events referred to in the preceding paragraph, all payments due under the Purchase Order or Contract shall become due, payable, and must be settled. In the event of cancellation or termination of any Purchase Order or Contract, all terms and conditions agreed upon by the parties shall survive such cancellation, termination, or expiration (including payment of any amount owed to Libbey).

17. Notifications

17.1 Any notification regarding these Terms, any Purchase Order, or Contract must be made in writing and addressed to Crisa Libbey Mexico, S. de R.L. de C.V. at Jose Maria Vigil 400, Col. Del Norte, Monterrey, Nuevo León, Mexico, Postal Code 64500, addressed to the legal representative. In the case of the Buyer, to the address indicated in the corresponding Purchase Order or Contract.

18. Miscellaneous

18.1. If any provision of these Terms is declared void or invalid by a court of competent jurisdiction or by any future legislative or administrative action, such declaration shall not affect the validity or enforceability of the remaining provisions of these Terms. If any provision of these Terms is ultimately determined to be void or invalid, such provision shall be deemed severable from these Terms. However, all other provisions shall remain in full force and effect. In lieu of any provision deemed void or invalid, a provision of similar meaning that reflects the original intent of the provision shall be incorporated, to the extent permitted by applicable law.

18.2 The failure or delay by either party in exercising any right or remedy arising in connection with the Terms and any Contract shall not be deemed a waiver of such right or remedy; nor shall the full or partial exercise of any right or remedy arising therefrom be deemed to preclude the present or future exercise thereof or the exercise of any other right or remedy arising from the Terms, Contracts, related documents, or by law.

18.3 The Terms may only be modified or changed by written agreement signed by an authorized representative of Libbey.

18.4 The Terms shall be binding upon the parties, their legal representatives, successors, heirs, and authorized assignees.

18.5 These Terms and, to the extent consistent with these Terms, an applicable Purchase Order, represent the entire agreement between Buyer and Libbey, and supersede and replace any and all prior representations, negotiations, and discussions, whether communicated orally or in writing, with respect to the subject matter hereof. The parties expressly agree that neither party is basing its consent on any term or condition not expressly contained herein.

18.6 The Terms may be prepared in several languages. In case of conflict, the Spanish version shall prevail.