

The present conditions are based in the commercial relationship established between Gloma® and the Client and, therefore, are intended for the services provided that are executed, delivered and billed by Gloma regarding the Client, entitled by purchase order made by the Client to Gloma® in the following discriminated moulds.

## 1. Orders

- 1.1. Gloma® will only proceed to its commercial activity after receiving a purchase order by the Client along with the respective materials supplied by the Client, that remains obliged to deliver them at Gloma®'s Headquarters.
- 1.2. The orders must always be made by writing, and may be sent to Gloma® by letter, e-mail or hand delivered. We do not accept orders by telephone call. Those must always be confirmed by e-mail. The placed orders consist only in a proposition to purchase the Gloma®'s services and do not constitute a binding contract, and therefore do not oblige Gloma® to its execution.
- 1.3. Gloma, Lda, reserves the right to refuse orders that due to their complexity, can be considered of risk in order to achieve an acceptable final result regarding quality terms.
- 1.4. Gloma Lda. sends an order confirmation email for all orders and it's the customer's responsibility to check if it is complying. Non-response to the email within 12 hours will be considered as approval of the same (except in urgent orders or when the delivery time to the customer is less than 24 hours, in this case, the order is considered confirmed if there is no response up to 2 hours after sending).

## 2. Prices, Shipping Costs and Payment

- 2.1. The service costs must be paid to Gloma® in the date stipulated for the delivery of the material or in the respective invoice due date.
- 2.2. Each service prices are established in the price list, in Euros, and **do not include TAXES**. However, if the accessories that are to be handled are not an unequivocal part of the price list, Gloma® will previously quote the service.
- 2.3. Besides the payment of the service, according to the price list or provided budget, the Client will support all the accessory and/or associated expenses of the service, as well as the cost of special packing, when required, and the transportation made by an external company.
- 2.4. The payments will always be made to Gloma® through cash, check or bank transfer.

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- 2.5. After the respective invoice due date, interests will be owned at the current legal rate, in case the Client did not proceed to the payment of the described amount within the stipulated date.
- 2.6. Non-payment of the issued invoices by Gloma® within stipulated dates also implies the **suspension of other supplying** and the **non-delivery of orders** that remain in production, acting these as a guarantee of the debt, until its complete regularization.

### 3. Deadlines

- 3.1. Services provided by Gloma® are available to the Client and ready for delivery at Gloma's headquarters, in the date established in the order, unless compelling reasons prevent Gloma to meet the deadline. In these cases, a new delivery time will be negotiated with the Client, which has no right to receive any type of compensation for eventual caused damages or loss of profits.
- 3.2. Gloma® is not by any means responsible for the non-accomplishment of obligations or delivery delays caused by external factors, including, but not limited to them, governmental acts, natural disasters, Client acts, transportation problems, power or components shortages or labour conflicts. In those cases, Gloma® can cancel the orders without any responsibility regarding the client.

### 4. Orders Transportation

- 4.1. The transportation of the customer's materials and the costs inherent therein are the responsibility of the customer (EXW-Ex Works)

### 5. Quality Control

- 5.1. All services provided by Gloma® are made according the internal quality standards, and the ruling law along with the international security standards for this kind of service, but may however, show tolerance and variations, namely, in what is concerned to colour, as long as, framed with the fabrication and quality standards.
- 5.1.1. Gloma, Lda uses Spectrophotometers (Spectro 1 Pro, spherical, d0°/ D65/ 10°) that allow rigorous results in sorting and final quality control of the color of our paintings.

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5.1.1.1. Normal, Matte and Semi-gloss colors are controlled with these devices. The acceptance criteria are  $dE_{2000} \leq 2$  (According to ISO 11664-6:2014).

5.1.1.2. There will always be color deviations between batches compared to the standard color. However, this deviation should not be greater than the  $dE$  limit referred above unless the technical characteristics do not allow it (for example, samples of the customer's color / fabrics with bleaches or special finishes - silicones and glues, metallic, and others that do not comply with the requirements in 6.2, among others).

5.1.1.3. If the customer needs the guarantee of minor / personalized deviation, he must inform it at the time of ordering. However, this error reduction must be analysed to confirm feasibility and, if so, will have an extra cost on request.

5.1.2. Heterogeneous Finishes – There are creative manual spray paintings that do not guarantee a uniform and homogeneous result within the batch itself, namely: Spotted, Scratch; Polished; Ceramic and Transparent; Washed, Camouflaged, and others that may be mentioned in the order or quote.

5.2. If the existence of flaw in the service is verified, Gloma® will be responsible for the repair of it, without any charges to the buyer.

5.3. Should the Client detect discordances between the provided service and the contracted one or divergences related to the object of the service, it must communicate such facts to Gloma®

5.4. Are not considered defects on the services provided by Gloma®, the anomalies occurred by the mishandling or the reckless usage of the materials by the Client, right after the delivery.

5.5. The Client must submit with his normal spray paint order, **25 pieces more** (for orders up to 2,500 units) or **1% of parts more** (in the case of quantities) to guarantee the viability of usual quality tests and for losses associated with the process. This percentage may vary in exceptional cases (depending on the complexity of the painting or the customer's quality requirements) but the customer will be informed in the quote or order form. Regarding automatic painting, check section 6.3 of this document.

5.6. The Client states, that for the due effects, that it has obtained from Gloma® exhaustive and specified information about the "Modus Operandi" of the service requested in the order.

5.7. The complaint deadline related with service defects provided by Gloma® to the Client is eight (8) days counting from the delivery date.

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5.8. After Gloma® provides the painting service, the customer must validate and check the received material, verifying if it complies with the agreed requirements, carrying out all previous tests before use. Without prejudice of the exposed at 5.7.

## 6. Disclaimer

### 6.1. Material to paint

6.1.1. Services based on accessories painting whose source is original metal, namely Brass, Aluminium and Iron: due to the fact of being gross accessories, without any surface treatment, Gloma Lda. will be able to guarantee the quality standards on the painting adherence over the piece provided by the client. Exceptions are made to accessories with Copper or Tin baths, which improve the painting adherence.

6.1.2. In the case those same materials are subjected to any previous surface treatment by the Client or a third party, with the exception of the exposed at 6.1.1, namely, nickel-plating, chrome plating, oxidation, varnishing or any other treatment that determines the purity change on the base material, Gloma® will decline all and any responsibility as for the paint fixation on those same materials, and therefore cannot be blamed of any responsibility under the stipulated in the present conditions.

6.1.3. The present conditions are integrated part of the current price list and are implicitly accepted by the Client based on the price list, determined that the Client has expressly acknowledged that:

- I. Painting adherence is extremely reduced under too polished surfaces, for example, chrome or nickel, or under polished stainless steel or pearl-shell;
- II. Painting adherence under previously treated surfaces with oxide layers or varnish have as a consequence, even with good painting adherence on the supplied substratum, to be easily removed by displacement of treatment that serves as its base;
- III. Painting made by Gloma® upon the surface treatments previously made as basis may, considering temperature action that Gloma® paintings are submitted, result in a reaction that may have as practical consequence the tissue dyeing under ironing temperatures;
- IV. If a product with previous surface treatment is supplied by the Client to Gloma®, it will be subject, in case the Client authorizes, to a mechanical pickling and a special primary aiming to decrease the risk of low adherence of the painting, without prejudice of the exposed at 6.1.2.;
- V. Therefore, Gloma® is not responsible for the raw material or condition of the substrate of the objects/accessories to be painted.

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## 6.2. Colour Sample

- 6.2.1. The order must be followed by the required colour sample, or with the code registration of Pantone catalogue TPX, RAL or **RAG** (Gloma® Colour Reference).
- 6.2.2. All the services requested to Gloma Lda., based on a sample for the fine tuning of the colour to be painted, should obey to the following constraints:
- I. All the samples should present the minimum size of 3 cm x 3 cm (1.18 inch x 1.18 inch);
  - II. Pantone catalogue samples must not be provided glued with adhesive tape, but delivered loose in sample bags;
  - III. When the colour sample is composed by textile lines, it must be provided an amount of line enough to cover a space of 3 cm x 3 cm (1.18 inch x 1.18 inch);
- 6.2.3. When the request is based in a RAG code that it is not painted for more than a year, Gloma® declines all and every responsibility related to possible differences between this and the original colour; In these cases, we advise the delivery of a physical sample along with the Order. Colours that are not painted for more than a year and that are not reused are deleted from our database.
- 6.2.4. In case the sample or samples do not fulfil the established in the previous points these will be considered non-complying samples, declining Gloma® any responsibility regarding the required colour by the Client for the finishing.
- 6.2.5. Customer samples with mixed colors, velvet or other materials with diffuse/mixed colors, Gloma, Lda will proceed with the tuning for the intermediate color. In this case, these samples are also considered non-compliant. As an alternative, we allow the customer to indicate a corresponding catalog number.
- 6.2.6. If the customer requests the return of the original colour sample, GLOMA® shall be exempt from any responsibility, for claims, or subsequent demands related to the color conformity of the supplied product. Retaining the sample in GLOMA®'s possession is an essential condition for any subsequent inspection or technical verification. By removing the sample from our facilities, the Customer assumes responsibility for color validation and expressly waives the right to any claims regarding color discrepancies after the goods have left our premises.
- 6.2.7. Gloma® has at its disposal an automatic light cabin in the ink fine tuning laboratory, existing the possibility for the Client to choose the light source for the colours evaluation. Therefore, the sources that we have are: D65, D50, TL84 (store light), A (domestic light) and UV. In case the Client does not inform the intended light in the Order, we will adopt the standard light: D65.

## 6.3. Automatic Painting / Normal Painting

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6.3.1. When the Client delivers the Order requesting the drum automatic painting, this should obey the following constraints:

- I. The material to be painted must have the same format, size and weight; it is not possible to paint a mixture of different accessories.
- II. The Client must inform himself if the material is liable or not for drum painting. Sharp accessories, too heavy or that engage, are not liable of automatic painting;
- III. Due to its characteristics, the drum paint leads easily to a high percentage of bonding parts during the process. So, the Client must consider a loss in his order of **2% to 3% pieces** (maximum).

6.3.2. We alert for the fact that drum painting distinguishes itself from the quality of normal painting, namely, drum painting is semi bright, textured and totally paints the accessory. Besides, it can only be painted smooth standard or metallic colours.

6.4. Painting – Rubber finishing fragility.

6.4.1. The rubber finishing is achieved through the application of a thick varnish which, after drying, gives a soft and velvety touch effect ("soft feeling");

6.4.2. This soft and porous effect is also sensitive to abrasion from sharp objects, sharp edges and even from incorrect use. Therefore, for the reasons presented above and considering it is a fragile finishing, we cannot offer guarantees of mechanical resistance.

6.5. Paint with OEKO-TEX® STANDARD 100 guarantees

6.5.1. We only give OEKO-TEX® STANDARD 100 guarantees, if requested in the Purchase Order.

6.5.2. Gloma® paints covered by the OEKO-TEX® STANDARD 100 certification are: paints (with pigments), applied manually or in drums, for metallic and polymer accessories; and varnishing services, applied manually or in drums, for metallic, polymer, and wooden accessories.

6.5.3. Whenever requested, the OEKO-TEX® STANDARD 100 certificate from Gloma® will be sent, with the purpose of renewing our client's OEKO-TEX® STANDARD 100 certificate. However, this only applies to regular Gloma® paint customers (and who have ordered according to OEKO-TEX® STANDARD 100 requirements in the last calendar year).

6.5.4. Occasional and/or sporadic customers who request the OEKO-TEX® STANDARD 100 requirements in their specific order will be sent, upon request, a copy of the certificate with a note written in the certificate file itself with the specific reference to the order placed.

6.6. Samples Policy

6.6.1. Are considered as samples, orders referenced as such and that do not exceed the maximum quantity indicated at table 1, column B of our Price List;

6.6.2. Above these quantities will be invoiced as a normal order - Minimum Quantity presented in the first table, column A. Of our Price List;

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- 6.6.3. All our customers that exceeds an annual billing volume of 5000€ will receive on the beginning of each year a number of samples to manage during the year to come. This number is calculated based on business volume.
- 6.6.4. The samples quantity mentioned above (6.5.3) transit for the following year in case of non-use, accumulating for next year, up to a maximum of 2 consecutive years;
- 6.6.5. After total use of your offered samples, they will begin to be invoiced as mentioned in our price list.

**6.7. Technical and Regulatory Liability Limitation (Food Contact)**

6.7.1. The coating complies with the requirements and standards published on our website at [www.gloma.pt](http://www.gloma.pt). However, the final conformity for food contact — including global or specific migration tests — depends on the substrate of the product and is therefore variable and under the responsibility of the final customer. Accordingly, the customer must verify and validate such aspects on the finished article.

**7. Jurisdiction**

7.1 In the event of any judicial dispute related or with origin in the above conditions, namely any complains reported by the Client, defects with origin in the very material on which Gloma Lda. applied its finishing /service, or lack of payment of the service, the Client and Gloma Lda. agree that it will be the Judicial District of Vila do Conde, the Court responsible to examine such questions.

"Modus Operandi"

**Acceptance:**  
Gloma Ltd. receives raw material to be painted. Before moving on to production, the material is inspected to ensure compliance with safety and quality standards. Whenever a situation of non-compliance is detected, we activate a correction and/or corrective action, with the Customer's approval, which ranges from mechanical stripping of the material to be painted and which, in extreme cases, may lead to the return of the material to the shipper.

**Manufacturing process:**  
The material is washed and degreased to prepare for the painting process, using suitable and ecological products. The pieces are then painted following exactly the color indicated by the customer and using special paints which meet the requirements of the most rigorous international quality standards.

**Order Packing and Final Quality Control:**  
We do a final check and inspection of the finished product. We do some tests of resistance and adherence of the painting and a visual and individual inspection of each piece, guaranteeing the satisfaction of the auditing team in terms of finishing. After this process, the pieces are counted, packed in bulk and labelled.

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