Vitro Certified Rewards Program Terms and Conditions

Welcome to Certified Rewards, an exclusive loyalty program designed for customers who are part of one of Vitro's certified programs, including the Vitro Certified Network. Below are the terms and conditions that govern your participation in this program.

Eligibility

- Customers who are currently part of any of the following Vitro programs are eligible to participate in Certified Rewards:
  - Vitro Certified™ Fabricators (VCF)
  - Vitro Authorized Supplier (VAS)
  - Vitro Certified™ Architectural Window Manufacturer (VCAWM)
  - Vitro Certified™ Laminator (VCL)
  - Vitro Certified™ International Fabricator – Mexico (VCIF)

Registration and Participation in the Program:

- All eligible customers can participate in the Certified Rewards loyalty program.
- To enroll, the customer must send an email to their Merchant Account Manager (copying contact@vitrocertifiedrewards.com) indicating that they wish to enroll and participate in Certified Rewards, as well as agreeing to the Program Terms and Conditions.
- The customer must designate someone in their business (Vitro recommends the owner or senior staff) as an Authorized User for the Certified Rewards Program, including name, phone number, and email address. Vitro recommends selecting a person who works closely in the glass ordering process to facilitate reward redemption. Changes to the Authorized User may be requested from Vitro through your Business Account Manager.
- The customer must be current on both the program membership fee (e.g., VCF) and their statement. Vitro reserves the right to delay approval of the registration until the customer is up to date.
- Participation in the program implies acceptance of these terms and conditions in their entirety.

Program Methodology/Process:

General Aspects:

- The program rewards the incremental purchase behavior of participating products according to the six-month objectives established by Vitro.
- For the purposes of this program, products will be classified as A (Value Added) and B (Basic).

- Any uncoated clear float glass, regardless of thickness, shall be considered a B product.
- Any other product sold by Vitro will be considered an A product.

Earning Rewards:

- The objectives will be measured in Short Tons, and will be communicated to the client at the time of registration. For each successive reward period, new goals will be communicated via the online portal 1-3 weeks before the start of the next reward period.
- To facilitate unit conversions, customers can use the Square Footage/Meter to Short Ton Calculator in their Certified Rewards Portal.
- Each client will have two objectives. You will need to meet both to generate rewards.
    - The first objective will measure the Total Glass Volume (products A + B). The customer **must** meet this goal (meet or exceed 100%) during the semester period to be eligible to earn rewards.
    - The second objective will measure Products A. **Once the customer has met the Total Glass Volume target**, each additional (incremental) ton of product A (or partial ton), beyond their Target, will earn a cash reward (Cashback).
- Only incremental A-product purchases will be eligible to receive cashback rewards.
- Incremental B products will not receive a cashback reward.
- In no event will the customer receive a cashback reward if the A Product Target is not met, regardless of how much the Total Glass Volume Target potentially exceeds.
- Conversely, in no case will the customer receive a cashback reward if they do not meet the Total Glass Volume Target, regardless of how much they potentially exceed the A Product Target.
- The cashback reward for the incremental volume of Product A will consist of a bonus percentage on the Reward Payment Base Sale, defined as: Reward Payment Base Sale = Gross Sale – All Surcharges – Cash Discounts – Rebates (if applicable). Vitro fully reserves the right to change the formula as required by commercial conditions.
- The *cashback* reward, also known as Vitrodollars (or Vitrodollars), will be deposited into the customer's Digital Wallet within the portal, usually between 24 and 72 hours after the product has been successfully invoiced.
- Rewards will come in three (3) tiers, according to the following rule:
    - When, and only when, BOTH Total Glass Volume (A+B) and Product Volume A Objectives have been achieved, there will be three achievable levels of rewards:
        - **Level 1**: The A Product Volume target is exceeded between 0.1 and 4.9%, generating a reward in Vitrodollars of 5% for these incremental short tons.

    - **Level 2**: The A Product Volume target is exceeded between 5% and 9.9%, generating a reward in Vitrodollars of 7.5% for these incremental short tons.
    - **Level 3**: The Product A Volume target is exceeded by 10% or more, generating a 10% Vitrodollar reward for these incremental short tons.

- The percentage of Vitrodollars rewards for Level 2 and Level 3 will not be applied retroactively to previous levels. They apply only to tons purchased within those tiers.

- In the case of a credit granted on a sale that has already generated Vitrodollars, this credit will be deducted from the Reward Payment Base Sale formula. A retroactive adjustment (elimination of Vitrodollars) will be applied to the customer's digital wallet. If the wallet is at zero, a negative amount will appear.

Reward Redemption:

- Each Vitrodollar will have a value equivalent to 1 USD for the value of the electronic certificate (voucher).
- Sales in Canadian dollars or Mexican pesos will be converted to U.S. dollars using the exchange rate in effect at the time the funds are granted. At the time of redemption, in the event that the Vitrodollars are used for an order/invoice in Canadian dollars or Mexican pesos, they will be converted again at the same exchange rate as at the time they were granted.
- Customers can generate these e-certificates from their user account in the Certified Rewards Program portal.
- Although it will be an automated process, it is also recommended that the customer contact their Merchant Account Manager (CAM) and their Customer Service Representative (SSR/Call center) to inform that a certificate has been generated (ideally sharing a copy of it).
- The Generated Certificates will be converted into a Credit Note to the customer (identical to any other Credit Note granted by Vitro), which will go through your normal internal approval flow and will be reflected on the customer's account statement as a negative amount (in favor of the customer).

Validity of the Vitrodollars

- Vitrodollars **earned between July 1, 2024 and June 30, 2025**
  All Vitrodollars accumulated during this period must be redeemed by the user by 11:59 p.m. UTC -6 of **November 30, 2025** through the designated portal. Vitrodollars will expire at 12:00 AM (the first minute) of **December 1, 2025**.
  If not redeemed within the established timeframe, the Vitrodollars will **expire permanently** and cannot be reactivated, transferred, or redeemed at a later date.

- **Vitrodollars earned between July 1, 2025 and June 30, 2026** Vitrodollars accumulated during this subsequent period must be redeemed by by 11:59 p.m. UTC -6 of **November 30, 2026** through the designated portal. Vitrodollars will expire at 12:00 AM (the first minute) of **December 1, 2026**. Once the deadline has passed, any unused Vitrodollars will **permanently expire** and will no longer be valid for redemption.

Limitations and Restrictions:

- Cashback and Certificates generated are individual per participating customer's location and are not transferable between locations.
- Certificates are personal to the Customer to whom they are granted and may not be transferred to another Customer.
- They cannot be redeemed for cash or any other tangible or intangible good, except for the purchase of Vitro glass products as part of the Certified Rewards program.
- There is no limit or cap on the accumulation of Vitrodollars.
- In the event that the customer has past due payments on their purchase/account invoices with Vitro, Vitro reserves the right to delay or cancel cash rewards (Vitrodollars) until the customer is current.
- Vitro reserves the right to modify, suspend or terminate the program, as well as its terms and conditions, without prior notice, always respecting the benefits accumulated by the participants up to that moment.
- In the event of a dispute over a customer's balance or their eligibility to redeem or accumulate Vitrodollars, Vitro reserves the right to make the final decision.
- Businesses participating in the program are fully responsible for complying with taxes and regulations related to aspects of this program. Vitro is not responsible for any aspect of this point.
- This program is void anywhere applicable law prohibits any aspect of it.

Access to Information:

- Participants can access information about their goals, purchase progress, and generated Certificates at any time from their user account in www.vitrocertifiedrewards.com.
- For any questions regarding the loyalty program, participants may contact the Customer Care Center at 800-775-6567 in the U.S. and Canada (English) or 800-767-6240 in Mexico (Spanish) or contactar@vitrocertifiedrewards.com.

Privacy and Data Protection:

- By participating in the Certified Rewards Program, participants authorize Vitro to collect and process their personal data in accordance with applicable Personal Data Protection laws.
- The information provided will be used for administrative, commercial, advertising and contact purposes with participants.

By participating in the Certified Rewards Program, customers agree and agree to abide by the terms and conditions set forth above. Vitro reserves the right to interpret, modify or cancel these terms and conditions at any time without prior notice, always respecting the benefits accrued by the participants.

Governing Law: This Agreement, [including all annexes, schedules, attachments, and accompanying appendices], and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with

in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws.

Arbitration and Choice of Forum: Each [Party] irrevocably and unconditionally agrees that any dispute arising out of or in connection with this Agreement, including any question relating to its existence, validity, or termination, may only be resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its [commercial] arbitration rules, provided that in the event any dispute arises with respect to [Section Related to the Confidentiality or Section Related to Other Intellectual Property Issues], the Aggrieved Party may seek preliminary injunctive relief in the state and federal courts located in Allegheny County, Pennsylvania. Unless otherwise agreed by the Parties, the venue for any AAA arbitration proceeding shall also be Allegheny County, Pennsylvania. The Parties expressly acknowledge that Allegheny County, Pennsylvania shall be the exclusive venue for any arbitration proceeding or litigation arising out of or relating to this Agreement, and agree that both jurisdiction and venue are proper in such forum.

Disclaimer and Limitation of Liability:

THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, [VITRO] DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM, INCLUDING THOSE RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS THOSE ARISING FROM PRACTICE, USE, OR DEALING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, [VITRO] SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, OR DATA, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY OR ACTION, INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN WARNED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, [VITRO]'S TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, FOR ALL CAUSES OF ACTION AND THEORIES OF LIABILITY RELATED TO THE PROGRAM, IS LIMITED TO AND SHALL NOT EXCEED ONE DOLLAR