

TERMS AND CONDITIONS
WEBCAST AND ONLINE AUCTION FOR PLANT CLOSURE OF A LEADING COMPANY IN THE
MANUFACTURING OF HIGH-END AUTOMOTIVE GLASSES APRIL 8, 9, 10 and 11, 2025.

The services provided by MYRON BOWLING AUCTIONEERS MEXICO hereinafter "THE AUCTIONEER", are governed by these Terms and Conditions, therefore, by participating in the Auction, the bidder expressly accepts that he/she knows these Terms and Conditions, being unconditionally bound to comply with them, as well as with any additional provision that may be determined or announced by THE AUCTIONEER prior to or during the Auction.

1. CURRENCY AND FORMS OF PAYMENT. Prices and other amounts related to this Auction are in United States dollars.

A). PRICE FOR SALE HAMMER: To be paid only by wire transfer to AGP WORLDWIDE OPERATIONS GMBH, to the following account:

Beneficiary:	AGP WORLDWIDE OPERATIONS GMBH
Name of the bank:	Credit Suisse (schweiz) Ag
Account number / IBAN:	CH9204835268834492009
ABA/SWIFT:	CRESCHZZ80A
Beneficiary's country:	Switzerland
Beneficiary's city:	ZUG
Currency:	USD

B). THE PREMIUM BUYER COMMISSION, consists of 18% plus VAT on the value of the Hammer Sale Price, amount that will be paid to MYRON BOWLING AUCTIONEERS MEXICO, through electronic bank transfer to the following account:

Beneficiary:	Myron Bowling Auctioneers Mexico, S.A. de C.V.
Name of the bank:	Plains Capital Bank
Account number:	5506400928
SWIFT:	PLASUS44
ABA number:	111322994
Currency:	USD

2. NOTIFICATIONS. The notifications related to this Auction shall be made by THE AUCTIONEER before or during the course of the Auction, which may be made verbally, in the details of the Auction in the *Web* page or otherwise via e-mail provided by the bidders, such notifications shall have all the legal effects that may be applicable.

3. PHYSICAL INSPECTION. Those interested in participating in the Auction may examine or inspect the goods object of the Auction, since the same are auctioned in the conditions in which they are, without guarantees on the physical state or operation; that is to say, as they are and where they are; for this purpose they will have to make a previous appointment, from March 20th to April 10th of the present year, at the following address: Parque Industrial Finsa, located at Avenida Finsa number 3183, Santa Catarina, Nuevo León, C.P. 66380, Mexico. Failure to visit for physical inspection of the goods shall not be cause or reason for cancellation or rescission of the sale.

When visiting the site for inspection, interested parties and their companions must present valid official identification and follow the Health and Safety and Civil Protection Procedures and Protocols established by the seller.

4. CONDITIONS OF SALE OF THE GOODS. The goods are sold in the condition in which they are found, without any warranty, with all possible defects and hidden defects that may exist, in its place of location "as is and where is".

Neither the Seller nor THE AUCTIONEER offer any guarantee as to the nature, quality, value or condition of the goods. Likewise, they expressly state that they are unaware of any guarantee of commercialization or operation for a specific purpose. In this sense, the bidder waives the remedy for eviction and for hidden defects.

"The auctioned goods are sold as is and where is, without any liability on the part of the auctioneer or the seller AGP WORLDWIDE OPERATIONS GMBH."

5. REGISTRATION OF BIDDERS. In order to be registered in the auction organized by 'THE AUCTIONEER', interested parties shall follow the following registration process:

- A. Enter y register at the page website: www.bidspotter.com/en-us/auction-https://catalogues/myronbowl-au
- B. Send the proof of the bank transfer of the bid bond to the following e-mail address contacto@myronbowling.com.mx
Once the voucher has been validated, you will be able to participate in the auction.
- C. Send to documentation indicated at the following table to e-mail contacto@myronbowling.com.mx

ONLY INDIVIDUALS MEXICAN	ONLY ENTITIES MEXICAN
Valid official identification. Unique Population Registry Code (CURP) Federal Taxpayers Registry Card (RFC). Proof of address (not older than 3 months). Bank statement with CLABE account number. In the case of an attorney-in-fact: Identification of the attorney-in-fact and Power of Attorney with faculties for acts of administration and domain.	Articles of Incorporation. Federal Taxpayers' Registration Card (RFC). Proof of address (not older than 3 months). Bank statement with CLABE account number. Valid official identification and Unique Population Registry Code CURP) of the attorney-in-fact and notarized document with the that accredits its personality, and that expressly has powers of administration and dominion.

D. FOREIGN CLIENTS

- 1. Certificate of Integration
- 2. Owners ID

THE AUCTIONEER may, at its sole discretion and without any liability whatsoever, reserve the right to register or not to register any person in the auctions.

6. GRANTING OF BID BONDS. In order to participate in this Auction, the bidder must submit a bid bond in accordance with the number of goods for which it wishes to participate, in accordance with the following:

- a. **Bidders wishing to bid for lots 101, 102, 120, 137, 158, 167, 174 and 183 must provide a guarantee of \$50,000.00 USD (Fifty thousand dollars 00/100 legal tender in the United States of America). This guarantee allows you to bid for only 2 of the lots mentioned in this section.**
- b. **The bidder wishing to bid for lots 103 to 119, 121 to 136, 138 to 157, 159 to 165, 168 to 173, 173 to 175 to 182, 184 to 186, must grant a guarantee of 25,000.00 USD (twenty-five thousand dollars 00/100 legal tender in the United States of America). This guarantee allows you to bid only for 5 of the lots mentioned in this section.**
- c. **On day 2 of the auction, the bidder who wishes to participate must provide a guarantee of 25,000.00 USD (twenty-five thousand dollars 00/100 legal tender in the United States of America). This guarantee allows you to bid only for 5 lots.**
- d. **On the 3rd and 4th day of the auction, the bidder who wishes to participate will have two guarantee options: first is to grant a guarantee of 1,000.00 USD (one thousand dollars 00/100 legal tender in the United States of America). This guarantee allows the bidder to bid only for 20 lots; and the second option is to bid on the following lots**

The second is to grant a guarantee of 20,000.00 USD (twenty thousand dollars 00/100 legal tender in the United States of America), where you may bid for an unlimited number of lots. With the exception of lots (765 to 799, 1188 to 1289), in this case the guarantee will be of 10,000.00 USD (ten thousand dollars 00/100 legal tender in the United States of America).

- e. Bidders interested in the laboratory equipment and/or furniture will be required to provide a guarantee of 10,000.00 USD (ten thousand dollars 00/100 legal tender in the United States of America), which allows them to bid for 10 lots.

No later than 2:00 , Mexico Central Time, on the day prior to the closing of the Auction, the interested party in participating in the Auction must send its proof(s) of deposit of guarantees by e-mail the following address: contacto@myronbowling.com.mx Once the deposit is identified by THE AUCTIONEER, the bidder shall be validated and notified of his/her registration as bidder, who shall enter the platform www.bidspotter.com to complete the information requested and conclude his/her registration. On the closing day of the Auction, the increase of guarantees shall be accepted. THE AUCTIONEER shall keep the guarantee deposits until the closing of the Auction, which shall not generate interest or any amount for any concept for the time they have been deposited. In case the bidder is not the winner of any lot, the guarantee shall be returned within a term of 5 working days as from the reception of the bank data and the corresponding form to the e-mail devoluciones@myronbowling.com.mx. In the case of winning bidders, the guarantee submitted will be taken into account as a credit to the payment of the awarded goods. The guarantee deposits will be made directly to the auctioneer MYRON BOWLING AUCTIONEERS MEXICO, to the bank accounts:

Beneficiary:	Myron Bowling Auctioneers Mexico, S.A. de C.V.
Name of the bank:	Plains Capital Bank
Account number:	5506400928
SWIFT:	PLASUS44
ABA number:	111322994
Currency:	USD

7. AUCTION. The Auction shall be carried out in accordance with the following:

A.- Bids may begin to be placed 15 days prior to the auction and will be closed accordance with the auction calendar.

Day 1 (April 8, 2025) will be a Webcast auction with a live auctioneer and auctioneer, with lots being sold consecutively. On days 2, 3 and 4, (April 9, 10 and 11, 2025) the auction will be online.

B.- The lots of complete lines will be auctioned in two processes:

- The first is the complete line and will be pre-awarded to the highest bidder.
- In a second stage, it will be auctioned in fractions or lots, which will be pre-awarded to the highest bidders.

In the end it will be awarded to the option that is higher in total hammer price value.

C.- The goods shall be sold to the bidder presenting the highest accepted bid.

D.- Goods are auctioned at minimum sale prices or subject to confirmation of acceptance by the seller.

E.- All sales are final and therefore no refund or reimbursement of the amounts paid will be made, since there is no cancellation or rescission of the sale by the buyer.

F.- THE AUCTIONEER may reject any bid which is only a minimum increase over the previous bid which does not correspond to the real value of the property, or which THE AUCTIONEER considers have been made in an irregular manner or in bad faith.

G.- THE AUCTIONEER or its affiliate or subsidiaries may bid in the Auction on behalf of third parties.

H.- The bids are firm and irrevocable. No bid may be annulled by the bidder who has placed it.

I.- The Catalog of lots has been prepared solely as a guide, based on information from presumably reliable sources. However, THE AUCTIONEER does not guarantee its accuracy, nor is it responsible for faults or inaccuracies therein. The photographs are only illustrative and therefore the lot covers only what is indicated in its textual description.

In any case, it is the bidder's responsibility to verify the characteristics and actual condition of the goods by means of a visit and/or physical inspection, in which he may be assisted by specialists or any other personnel he deems convenient.

J.- By participating in the Auction, each bidder warrants and agrees that: (i) it will not misrepresent its ability to close the transaction pursuant to the Terms and Conditions of the sale; (ii) it has the legal and economic capacity to close the transaction, and; (iii) it has the authority to place bids and to be in compliance with the acquisition of the property.

8. TAXES. All the assets object of the auction are in temporary importation under the IMMEX PROGRAM, therefore the buyer must consider the following:

- A. The foreign buyer: In this case, the purchase of the assets is considered as a return of goods (which implies that the goods will leave the country), so no tax will be generated in Mexico.
- B. The domestic buyer, or the one who decides to leave the goods in the country and has the IMMEX program: This operation will be considered as a transfer, so no tax will be generated.
- C. The national buyer who decides to leave the goods in the country and does not have the IMMEX program: Must pay the taxes corresponding to the nationalization of the goods.

9. BUYER'S PREMIUM. THE AUCTIONEER shall charge each bidder to whom a good is awarded, a buyer's premium of **18%** on the hammer sale price, plus the corresponding Value Added Tax (16%) on the amount of the premium mentioned in this point.

10. PAYMENT FOR THE GOODS. The bidder shall make payment for the awarded goods in accordance with the following:

- a. **THE AUCTIONEER** shall send to the bidder, by e-mail, two Account Statements: the first one shall detail the hammer sale price, indicating the lot awarded, and the second one shall correspond to the Buyer Premium payment, where the amount and the corresponding tax shall be specified. Both statements will contain the details of the bank accounts to which payments are to be made.
- b. Full payment of the purchase price is due no later than **April 17, 2025, without the possibility of extensions.**

- c. The awarded goods shall be considered paid until the money is reflected in the SELLER's and AUCTIONEER's accounts.

11. WITHDRAWAL OF GOODS FROM THE AUCTION. THE AUCTIONEER may withdraw goods from the Auction before, during and after the Auction, in which case only the amounts deposited shall be returned to the bidder, and therefore no interest or expenses incurred or improvements made to the goods shall be paid to the bidder.

12. SALE WITHOUT LIABILITY. Neither the AUCTIONEER nor the seller are responsible for the physical state, conservation, operation or hidden defects of the goods object of the Auction, since the same are auctioned in the conditions in which they are found, for which reason the operation and/or state of the same is not assured.

Interested buyers must make a visit for physical inspection of the goods in order to inspect them; failure to do so will not be cause or reason for cancellation or rescission of the sale.

13. ELECTRONIC INVOICE. It is the responsibility of the buyer to register with the complete data or, if applicable, to fill out the invoice form available in THE AUCTIONEER's web page, and send it digitized to the following e-mail address facturacion@myronbowling.com.mx

The SELLER shall be responsible for issuing the invoice in accordance with the laws existing in Switzerland, with respect to the hammer price sale and the AUCTIONEER shall be responsible for issuing the invoice in accordance with the laws existing in Mexico, with respect to the Buyer Premium.

14. DELIVERY AND REMOVAL OF THE GOODS. Delivery and removal of the goods shall be carried out at Buyer's cost and risk in accordance with the following:

- a. The buyer must withdraw the lots awarded and paid for as of April 21, with a maximum withdrawal deadline of May 31, 2025, with no exceptions.
- b. The buyer must withdraw the complete lines or part of lines awarded and paid no later than July 30, 2025, without exception.
- c. Without exception, no winning bidder may remove an asset without the authorization issued by THE AUCTIONEER and without presenting its Statement of Account "in zero", in addition, it must make full payment of the award price prior to the removal of any asset.
- d. The buyer must present valid official identification. In the event that a person is attending on behalf of the buyer, it is necessary for the buyer to fill out the corresponding form, present valid official identification and power of attorney, if applicable.
- e. Expenses incurred for removal shall be borne entirely by the purchaser.
- f. As long as the awarded goods have not been paid in full by the winning bidder, no partial delivery of goods will be allowed.
- g. When entering the facilities where the awarded goods to be removed are located, the buyer and the personnel assisting him shall abide by the Health and Safety and Civil Protection Procedures and Protocols established by the seller.
- h. Security Protocol
 - Safety boots
 - Safety vest
 - Safety glasses
 - Cargo gloves
 - Load bearing girdle
- i. Myron Bowling Auctioneers Mexico will provide a list of approved handlers. If the

If the buyer decides to use a company other than those previously approved, the maneuverer shall comply with the requirements and obtain the approval of the AUCTIONEER. Otherwise, he shall not be able to perform any removal maneuvers.

j. The companies in charge of the removal and transportation of the goods shall:

- To have the necessary guarantees and insurance policies, including, among others, civil liability insurance.
- THE BUYER and/or the maneuvering company shall be the only ones responsible for the personnel hired for such purposes, which must be registered in the Mexican Institute of Social Security (IMSS); likewise, the BUYER undertakes jointly and severally with the company hired for the removal and withdrawal of the awarded goods, to indemnify both the AUCTIONEER and the SELLER from any lawsuit or claim that may be attempted them and to reimburse them the expenses incurred in case of a conviction, immediately and against the delivery of the respective receipts, in the understanding that the AUCTIONEER and/or the SELLER shall always have the right to direct their defense and to do so through the lawyers or legal advisors of their choice. As responsible for the services of its personnel, and to guarantee its responsibility before the AUCTIONEER and/or SELLER, in the procedures, lawsuits or claims that are promoted against the AUCTIONEER and/or SELLER.

k. It will be the buyer's absolute responsibility to clean the areas where the purchased lots are located.

l. It is the sole responsibility of the buyer to comply with governmental safety and environmental regulations for the removal, transportation and use of the awarded goods. Certain goods for sale may contain "hazardous substances" as defined under federal, state and local laws and regulations. AUCTIONEER and SELLER have no obligation whatsoever to remove any hazardous substances contained in or on any part of the property.

m. Buyers shall be solely responsible for the costs related to the purchase, removal, transportation or use of the awarded goods, as well as for the damages that any of these activities may cause to THE AUCTIONEER and/or SELLER or any third party.

n. The buyer shall always confirm the day and time for the collection of the goods, because if he does not do so, THE AUCTIONEER and/or the SELLER shall not be responsible for the false freight, understood as the expenses incurred by the buyer for the collection of the goods and this is not carried out due to lack of confirmation and/or appointment for the collection of the goods.

15. PENALTIES. In the event that the winning bidder fails to make payment for the lots in full (including buyer's premium and/or any applicable taxes) within the time specified, or fails to comply with any of these Terms and Conditions, he will forfeit the right to purchase the awarded lots.

The money delivered by the bidder either as guarantee or partial payments, derived from the default shall be for the benefit of the SELLER AND/OR AUCTIONEER as the case may be for , without the right to claim its return; and THE AUCTIONEER may freely sell such goods to any other person, without the need of any requirement or notification to the bidder.

If the buyer does not remove the goods awarded within the term indicated, it shall be considered that the buyer has renounced to the ownership of the goods, and **therefore the lot shall be declared abandoned and shall be sold again or sent to scrap**; without this implying any liability of any for the AUCTIONEER or the seller, for which reason the winning bidder may not claim the return of any amount of money paid. The execution of this item shall be carried out without the need of notification or requirement to the bidder, **since the non-fulfillment is materialized by the simple expiration of the term agreed upon for the removal of the goods.**

The Buyer who, at the time of withdrawing the goods awarded at the , removes goods that he did not acquire, regardless of the criminal complaint for THEFT, as payment of the civil damage, will lose the

ownership of the goods acquired, as well as the money paid for them; prohibiting their use in the Auctions organized by THE AUCTIONEER, without any liability whatsoever for the latter or the seller.

16. INFORMATION FOR THE PREVENTION OF MONEY LAUNDERING. In compliance with the provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Proceeds, the bidders shall deliver the data and documents that allow their identification and those of their representatives and inform if they have knowledge of Controlling Beneficiaries, therefore, in such information is not provided, the sale shall be cancelled without any liability whatsoever for THE AUCTIONEER.

17. TERMS AND CONDITIONS AND NON-NEGOTIABLE BIDS. None of the provisions set forth in these Terms and, as well as in the bids submitted, may be negotiated.

18. PARAGRAPH HEADINGS. The parties agree that the headings of the paragraphs these Terms and Conditions are for convenience only and do not modify, define, expand or limit them.

19. RISK OF ACCIDENT ON THE PREMISES. Bidder acknowledges that an auction site is potentially hazardous, there are flammable, noxious, corrosive or pressurized substances on the site, equipment is operated and there are active electrical circuits. All persons on the auction site, within the industrial building, always, are at their own risk, given the conditions of the site and the activities taking place, there will be no claim against the auctioneer, and any incident of injury, damage or loss of property is the responsibility of the buyer.

20. JURISDICTION AND JURISDICTION AND APPLICABLE LAW. For interpretation, compliance and execution of the present Terms and Conditions, the parties irrevocably submit to the Jurisdiction of the Competent Courts and Tribunals of the City of Toluca, State of Mexico and to the legislation of the State of Mexico, waiving any other jurisdiction that may correspond to them in the present or in the future due to their domicile or for any other cause. They will be only for Mexican authorities exempting the parent company **Myron Bowling Auctioneers Inc.** as well as the seller AGP WORLDWIDE OPERATIONS GMBH, from any claim or international lawsuit.

For any questions or comments regarding this Auction please contact us at **01 (722) 211 2883** or **01 800 699 6269** or contacto@myronbowling.com.mx

I AGREE TO THESE TERMS AND CONDITIONS

Name and signature of bidder _____

Bidder Number _____