

BUSINESS TERMS AND CONDITIONS OF tesa tape s.r.o.

with its registered office in Prague 5, Walterovo náměstí 329/3, post code 158 00

Company ID No.: 27112039, VAT No.: CZ27112039

registered in the Companies Register administered by the Municipal Court in Prague, Section C, Dossier No. 97122

Article I: VALIDITY OF THE BUSINESS TERMS AND CONDITIONS

1.1. These Business Terms and Conditions ("Business Terms and Conditions"), drawn up in terms of Section 1751 et seq. of Act No. 89/2012 Coll., Civil Code, as amended ("Civil Code"), form an integral part of all business contracts on the supply of goods entered into by and between tesa tape s.r.o., Company ID No.: 27112039, with its registered office in Prague 5, Walterovo náměstí 329/3, post code 158 00, as the seller ("Seller"), and its business partner as the buyer ("Contract"). Any and all amendments to these Business Terms and Conditions must be executed in writing on pain of nullity. To avoid any doubt, the Contract shall always include these Business Terms and Conditions unless and to the extent the Contract explicitly stipulates otherwise.

1.2. The Buyer's business terms and conditions are hereby explicitly excluded.

Article II: ORDER AND ORDER CONFIRMATION, EXECUTION OF CONTRACT

2.1. The Buyer is obliged to order the requested goods with the Seller. The Buyer's first order with the Seller must contain the following information: (i) the Buyer's company name as entered in the Companies Register, (ii) the Buyer's registered office, (iii) the place of performance (i.e. the place of delivery, delivery address(es), as applicable), (iv) the number and opening hours of the warehouse, (v) the contact person and his or her telephone number, (vi) the Buyer's address, if different from the address entered in the Companies Register, (vii) correspondence address – recipient of the invoice (if different from the address entered in the Companies Register), (viii) e-mail address for sending invoices, (ix) the Buyer's bank account number. Any change to any of the above information must be reported by the Buyer to the Seller in writing without delay. The Buyer's order must be executed in writing and by the authorized person; the order must always contain the following information: (i) precise specification of the goods (the Seller's numerical code, NART of the product and quantity), (ii) unit price of the goods and total price of the goods (with VAT) not less than the minimum order value (if the total price for the goods is lower than the minimum order value, the Seller has the right to bill the Buyer for a business extra charge for transport according to the Seller's current pricelist), (iii) term of delivery of the goods, (iv) place of performance (i.e. place of delivery of the goods; the place of performance shall be the

Buyer's registered office unless any other place of performance is specified in the relevant order), including the Buyer's contact person, (v) order number and date of issue. The Seller is not liable to the Buyer for any damage incurred as a result of any incorrect or incomplete data provided by the Buyer to the Seller which concern transport, packaging or any other dispositions. The Buyer's reply to the offer (Buyer's order) with any amendment or deviation which alter, albeit negligibly, the terms of the Seller's offer cannot result in execution of the Contract unless the Seller subsequently explicitly confirms such order in writing. The Seller's offer shall become binding if, and only if, the entire contents of the offer are accepted by the Buyer in writing without any changes, amendments or deviations to the contents. The minimum order value is at least 10,000 CZK, VAT excl., or 400 EUR, VAT excl., as applicable ("Minimum Order Value"); if the total value of the goods in any partial order is lower than the Minimum Order Value, the Buyer is obliged to pay to the Seller a business extra charge for transport according to the Seller's current pricelist.

The Seller explicitly points out that the Seller has stipulated minimum order quantity for each type of goods. It is not possible to supply less than the minimum order quantity for any type of goods.

2.2. The Contract is executed as soon as the order is confirmed by the Seller in writing (acceptance). To avoid any doubts, the Parties have explicitly agreed that the Seller is not obliged to accept/confirm any order. If the Seller confirms the order only with respect to a certain part of the ordered goods or only with respect to selected items of goods, a partial contract is deemed executed only to that partial extent. The subject matter of performance under the Contract is the supply of goods specified in the order confirmed by the Seller. Confirmations of order by the Seller that deviate in material content from the original order are deemed to have been accepted if they have not been contradicted within three working days upon the receipt of the confirmation of order by the Buyer.

2.3. By executing the Contract, the Buyer agrees with and explicitly accepts these Business Terms and Conditions. By executing the Contract, the Buyer confirms that the Buyer has got acquainted with and perused these Business Terms and Conditions and does not consider any of the provisions hereof as a provision which the Buyer could not reasonably expect.

2.4. Forecasted sales ("Forecasts"): If the Buyer requests that the Seller maintain a sufficient stock of certain items for the Buyer, the Buyer is obliged to submit to the Seller a general prognosis of total sales with respect to such items which shall always cover the next 3 months ("Forecasts"); the Forecasts shall be presented before the first order and then with each change of the Forecast. The Forecasts are non-binding but they entail rights and obligations arising from these Business Terms and Conditions and any valid and applicable laws and regulations.

2.5. If the Buyer's order is not sufficiently specific or contains any incorrect data or other defects, the Seller is entitled to return the order to the Buyer with comments no later than 2 days after the Seller received the order. The Buyer shall immediately issue a new (adjusted) order based on the Seller's comments.

2.6. The Buyer is obliged to send all orders to the Seller's registered office by post, or by electronic means to: objednavky.prague@tesa.com

Article III: PLACE, TERM AND METHOD OF GOODS DELIVERY

3.1. The Seller undertakes to deliver the goods to the place of performance (i.e. the place of delivery), namely the Buyer's registered office unless the Contract stipulates otherwise, and enable the Buyer to become owner of the goods.

3.2. If at any time after the execution of the Contract the Seller has a reason to fear that the Buyer will fail to meet the Buyer's obligation to take over the goods or pay the purchase price duly or in time, primarily due to the Buyer's existing overdue debts or insolvency, the Seller is entitled to refuse delivery of the goods until the Buyer provides a security for payment of the purchase price which the Seller deems sufficient considering the given situation.

3.3. The Parties have agreed on the DAP (Czech Republic) delivery term according to the INCOTERMS 2020. The place of destination is always the place of delivery. The Buyer undertakes to take over and inspect the goods and get acquainted with the condition thereof at the moment of delivery of the goods, and pay the purchase price for the goods to the Seller. The Seller is also entitled to make deliveries in the form of partial deliveries (partial performance); the Buyer is therefore obliged to take over the goods even if the Seller supplies only part of the goods. The Buyer is obliged to confirm takeover of the goods in writing on the delivery note upon takeover.

3.4. Term of delivery: The term of goods delivery by the Seller to the Buyer shall be determined by the Seller differently for (i) stock items, and (ii) goods other than stock items, as follows:

3.4.1. The term of delivery for stock items (i.e. items of goods which fall within the Buyer's Forecast quantity) shall be determined no later than five (5) working days of the day of executing the partial contract. The precise date of goods delivery shall be notified by the Seller to the Buyer no later than 1 working day in advance, by phone or e-mail, to the contact person identified in the order.

3.4.2. The term of delivery for goods other than stock items (i.e. items of goods which do not fall within the Forecast) shall be determined no later than two (2) months of the day of executing the partial contract. The precise date of goods delivery shall be notified by the Seller to the Buyer no later than 1 working day in advance, by phone or e-mail, to the contact person identified in the order.

3.4.3. The term of goods delivery can also be agreed based on an individual offer of the Seller and its subsequent acceptance by the Buyer's written order without any changes, amendments or deviations to the contents.

3.5. If the delivery depends on the Buyer's act and assistance, the Seller is obliged to perform the Contract only after the Buyer meets the agreed conditions or provides to the Seller the necessary assistance. If the Buyer fails to provide assistance with delivery of the purchased item (assistance at takeover) or fails to take over the goods in compliance with this Contract, the Buyer is obliged to compensate the Seller for any and all costs, primarily costs incurred in connection with the dispatch and delivery of the purchased item, as well as any and all damage sustained by the Seller as a result of the Buyer's breach of this obligation, including lost profits and any and all incidental and indirect damage. To eliminate any and all doubts, the Parties have agreed that failure to confirm the delivery record (delivery note) by the Buyer in no case denotes that the goods were not delivered and received.

3.6. The Seller is also entitled to supply the goods to the Buyer before the agreed term of delivery and the Buyer is in such case obliged to take over the goods duly and in compliance with the Contract; the second and third sentences of Section 2101(1) of the Civil Code shall not apply to the Contract.

3.7. The Buyer undertakes to provide the Seller with any and all assistance requested in connection with the performance of the Contract. If the Seller is unable to meet its commitment properly due to any default/delay or any obstacle on the part of the Buyer, the Seller's non-performance shall not constitute default on the performance of any statutory or contractual deadlines and terms, including the term of goods delivery. The term of goods delivery as well as any and all other subsequent terms and deadlines stipulated by the Contract and/or the applicable laws and regulations are in such case reasonably postponed or prolonged by the Buyer's delay with the performance of the Buyer's obligations arising from the Contract and/or the valid and applicable laws and regulations until the moment the Seller has provenly learnt that the Buyer's delay has ended. The preceding sentence shall not prejudice the Seller's right to rescind this Contract.

3.8. The Buyer is entitled to rescind the Contract if the Seller defaults on goods delivery and the delay exceeds one (1) month and the Seller fails to remedy the default despite an additional 30-day grace period after receipt of the Buyer's written notice of the default.

Article IV: PURCHASE PRICE AND PAYMENT TERMS

4.1. The Buyer is obliged to take over the supplied goods and pay to the Seller the full purchase price for the supplied goods. The invoice is due by the deadline stipulated therein, otherwise within 14 days of the date of issue of the invoice. Unless agreed otherwise in writing, the Buyer's payments must be made by wire transfer before delivery of the goods to the Buyer.

The invoice is deemed delivered no later than the third day of dispatch to the Buyer, unless proven otherwise.

4.2. The Seller is entitled to use any payment made by the Buyer to settle any of the Buyer's debts owed to the Seller with an earlier due date; this also applies if the Buyer determines which debt owed to the Seller is to be settled by the respective payment.

4.3. Prices are listed in the Seller's current pricelist ("Pricelist"). The Pricelist always expires on the effective day of issue of a new current Pricelist. Prices are quoted VAT excl. The Seller shall invoice the prices together with the statutory VAT. The Seller shall always inform the Buyer of any change to the current Pricelist no later than 2 days prior to the effective day of the new Pricelist. The Pricelist shall be provided by the Seller to the Buyer on the Buyer's demand. All contracts are based on the prices and rates of discount applicable on the date of the acceptance of order, provided no other agreement has been made by the Parties.

4.4. The Seller shall draw up an individual price offer no later than 5 days after the delivery of any individual demand by the Buyer. The price quoted in the offer is guaranteed to the Buyer until the expiration of the period specified in the offer, unless stipulated otherwise, but no later than the issue of a new, current Pricelist. The Seller's offer can be revoked any time throughout the validity thereof until the order is confirmed in writing. If the Buyer agrees, the Buyer is obliged to confirm the Seller's individual price offer in writing without any changes, amendments or deviations to the contents, and deliver the confirmed individual price offer to the Seller. Confirmation of the individual price offer is an expression of the Buyer's consent with the prices quoted in the Seller's individual price offer as well as any and all other terms and conditions specified in the offer. The Seller's individual price offer, confirmed by the Buyer without any changes, amendments or deviations to the contents, is subsequently binding with respect to any and all of the Buyer's orders of goods specified in the individual price offer delivered by the Seller throughout the term of validity of the individual price offer.

4.5. Prices are non-binding and are based on the current cost factors. If the cost factors changed, for instance if the prices increased of raw materials, energies or labour (salaries), the Seller reserves the right to adjust the purchase price in consequence of such changes, compared to the prices quoted in the Pricelist or in the offer; this shall not apply to orders which have already been confirmed. The same applies if the currency exchange rate changes by 5 % or more or if the taxes change which are imposed by any valid and applicable laws and regulations. However, the Seller must notify the Buyer of any such modification. The Buyer is subsequently obliged to pay to the supplier the price of the goods modified according to the procedure specified above, if applicable.

4.6. If any tax laws or regulations, customs duties or other tariff measures are introduced or amended which influence the calculation of the price, the Seller is entitled to increase the purchase price in consequence of such circumstances, or bill the Buyer for these prices, as applicable. The Buyer is obliged to pay the difference in the purchase price within 14 days of the billing based on the invoice issued by the Seller.

4.7. The Buyer is obliged to pay the purchase price whether or not the goods are taken over or any complaints made. The Buyer is not entitled to compensate mutual claims of the Parties or withhold any payments due to any claims of the Buyer.

4.8. The payment is deemed made as soon as it is credited to the Seller's bank account. Section 2108 of the Civil Code shall not apply to the Contract.

4.9. The Seller has the right to determine a maximum permitted credit line for the Buyer, i.e. the maximum amount to which the Buyer may purchase and collect goods to be paid as invoiced (the Seller shall also determine the due date of the invoices), while the Seller is not entitled to make partial deliveries of further goods contingent on the payment of the goods already purchased and collected by the Buyer despite the fact that the invoices were not yet due, unless the above credit line was fully drawn by the Buyer. If the Buyer exceeds the maximum permitted credit line, the Seller is entitled to refuse any goods deliveries. The Seller is also entitled, at the Seller's discretion, to change at any time the maximum permitted credit line or cancel the maximum permitted credit line with respect to the Buyer with immediate effect, all primarily with respect to the performance of the Buyer's commitments to pay the purchase price for the goods.

4.10. Any and all rebates, bonuses and/or discounts (if any) shall be specified by the Seller in the individual written offer. Rebates, bonuses or discounts which are specified in any individual offer are not subject to any further discounts unless explicitly stipulated otherwise in writing. Sales events published at the Seller's website or in sales leaflets, etc. are not subject to any other rebates, bonuses and/or discounts unless stipulated otherwise in writing.

4.11. The Seller and the Buyer explicitly agree that the Buyer is not entitled to unilaterally set off any of the Buyer's due or not yet due receivables (primarily receivables for the payment of any damage (harm) or receivables arising from any claims (if any) from defective performance) against any of the Seller's receivables towards the Buyer for the payment of the purchase price (or any part thereof) for the supplied goods or a receivable consisting in any contractual penalties, default interest, compensation for harm (compensation for damage), or any other receivable of the Seller against the Buyer.

4.12. If the Buyer defaults on the payment of the purchase price or any part thereof, the Seller is entitled to suspend any and all goods deliveries to the Buyer until the Buyer duly pays the purchase price. If the Buyer fails to settle any due and outstanding amount of the purchase price within two (2) months of the due date of the invoice, the Buyer grants by signing or executing the Contract, as applicable, its consent to the Seller to retrieve the supplied goods which have not yet been paid by the Buyer. This also applies if the Seller legitimately rescinds the purchase contract. In such case, the Buyer is obliged to enable the Seller access to the goods and provide the Seller with any and all assistance necessary to collect the goods. The Seller is in all cases entitled to demand full compensation for damage, including lost profits caused by a breach of the Buyer's payment obligation or failure to provide the assistance necessary for the Seller to collect the goods. Any goods uncollected within the agreed term of delivery will be stored by the Seller at the Buyer's expense. The Buyer is obliged to pay to the Seller a contractual penalty of 0.05 % per day from the purchase price of the goods which were not collected by the Buyer within the stipulated term of delivery or if the Buyer failed to provide sufficient assistance to the Seller to deliver the goods. The Parties' agreement on or payment of the contractual penalty shall not prejudice the Seller's right to a compensation for damage incurred as a result of the

breach of obligation to which the contractual penalty relates; the claim for a compensation for damage can be asserted independent of the contractual penalty and to the full extent.

4.13. The Seller is entitled to rescind the purchase contract on grounds specified pursuant to valid and applicable laws and regulations and also if the Buyer defaults on the payment of the purchase price and the default exceeds 6 weeks and the Buyer fails to remedy the default despite a 2-week grace period of receipt of the Seller's written notice of the default. The Seller is also entitled to rescind the purchase contract if the Buyer defaults on any other obligations and commitments of the Buyer arising from or connected with the performance of the purchase contract and fails to remedy the default within a 2-week grace period of receipt of the Seller's written notice of the default with a request to remedy the default; however, the Buyer's default on the performance of other commitments arising from the purchase contract must not exceed 4 weeks, otherwise the Seller is entitled to rescind the purchase contract.

4.14. The Seller is also entitled to rescind the Contract if any insolvency proceedings or enforcement proceedings (execution) are commenced against the Buyer or if a petition for any decision is lodged, or such a decision is directly issued, which limits the Buyer's right to make dispositions with the Buyer's property, limits the Buyer's business activities or limits or prevents the Buyer from meeting the Buyer's financial commitments. The Seller is also entitled to rescind the Contract in the case of any change in the control, ownership (ownership structure) or management of the Buyer. Termination of the Contract shall not affect the already incurred financial commitments of the Buyer.

4.15. Expiration or termination of the Contract in any manner envisaged by law or the Contract shall not prejudice the validity and effectiveness of any and all commitments of the Buyer to pay the purchase price or a part thereof, any associated fees, default interest, compensation for damage (harm), contractual penalties and any sanctions, as well as any other provisions of the Contract if the nature thereof so demands or if agreed by the Parties. Such commitments survive the termination or expiration of the Contract.

Article V: ACQUISITION OF TITLE, RETENTION OF TITLE, TRANSFER OF THE RISK OF DAMAGE TO THE GOODS

5.1. The risk of damage to the goods (risk of loss, destruction, damage or deterioration of the goods) shall transfer to the Buyer at the moment the goods addressed to the Buyer are handed over to the first carrier of the Buyer, otherwise at the moment the Buyer is enabled to make dispositions with the goods. The risk of damage to the goods shall transfer to the Buyer whether or not the Seller delivers the necessary documents to the Buyer or gives instructions or provides any other assistance agreed in the Contract or requested by the Buyer. Sections 2122 and 2125(2) of the Civil Code shall not apply to the Contract.

5.2. The Seller retains title to the goods until they are paid in full. The title to the goods shall transfer to the Buyer as soon as the purchase price is paid in full, including any interest or other associated dues (if any) and any contractual penalties (if any).

5.3. The Buyer is obliged to provide, or make sure that a third party provides, to the Seller and any persons designated by the Seller any and all necessary assistance so that the Seller may enforce the Seller's retention of title (or that the Seller has access to the goods for the purpose of dismantling and collecting the goods, as applicable) at minimum possible costs and as soon as possible.

5.4. Any third-party claims to the goods or receivables under the retention of title must be immediately reported to the Seller. The Buyer undertakes to immediately inform the Seller that an insolvency petition was lodged against the Buyer, whether the petition was lodged by the Buyer or by the Buyer's creditor.

Article VI: CLAIMS FROM DEFECTIVE PERFORMANCE

6.1. The Seller shall ensure that the supplied goods are eligible for their usual purpose as of the day of delivery.

6.2. Complaints made due to defective performance will be settled only in the form of (i) delivery of replacement goods, or (ii) discount, or (iii) credit note, all based on an agreement between the Seller and the Buyer. Any other claims from defective performance are excluded. The Buyer may make a claim against the Seller for a compensation for any damage sustained only up to the amount of the purchase price of the goods with respect to which the complaint is made. The Buyer's complaint will be disregarded (i.e. no claim from defective performance can be made) if the Buyer failed to proceed in compliance with Article VII(2) of these Business Terms and Conditions, the applicable rules or the generally binding laws and regulations and the generally applicable rules regulating the use of the goods. A complaint will also be disregarded (i.e. no claim from defective performance can be made) if the goods/products were not processed or used properly and in compliance with the technical sheets and/or material safety data sheets. The goods/products must not be past their expiration date at the moment of use/processing (see the batch). The limitation period for the Buyer's rights due to defects of the Goods shall be twelve months as of handing over the goods to the Buyer. The statutory limitation periods shall apply instead for damage claims by the Buyer due to injury to life, body or health culpably caused by the Seller or its vicarious agents as well as for other damage caused by gross negligence and intent.

6.3. Technical data and/or designations for the use of the goods do not constitute guarantee of any special qualities of the goods or of the suitability of the goods for further use.

6.4. The Buyer is obliged to prove the suitability of use and processing of the goods by tests; otherwise the Buyer is not entitled to make complaints (assert any claims from defective performance) that the goods are not usable for the given application; such assertion of rights from defective performance shall be disregarded.

Test procedures of the Buyer. Costs for any test procedures of the Buyer or Buyer's customer shall only be compensated by the Seller with prior written and explicit approval of the Seller.

6.5. The Seller is not liable for any defects of the goods which were used/processed without the Buyer first having checked whether the goods correspond to the confirmed order/Contract; this primarily applies to production batches, decors, colour shades, etc. ("Error in Delivery"). If the Buyer discovers during such an inspection any Errors in Delivery, or any deviations from the order/Contract, as applicable, the Buyer is obliged to immediately (i) notify the Seller in writing, and (ii) prevent any use/processing of wrongly supplied goods. The Seller is in such case obliged to secure remedy at the Seller's expense. If the Buyer fails to notify any Error in Delivery immediately after takeover of the supplied goods, any and all goods are deemed supplied properly by the Seller in compliance with the confirmed order/with the Contract. In such case, the Seller does not assume liability for defects of the goods due to any Error in Delivery of the goods.

6.6. The Buyer is obliged to claim patent defects in writing upon delivery of goods, namely by recording the defects in the delivery note and immediately informing the Seller by phone or by e-mail, otherwise the Buyer's claims against the Seller for patent defects are extinguished; however, the Buyer is obliged to accept a partial delivery of the goods (partial performance). The procedure of counting the consignment (checking for any patent defects, including defects in quantity) must be attended by the carrier. Other defects of the goods must be claimed by the Buyer at the Seller in writing without undue delay after the discovery thereof. Claims from defective performance are made in time if the written complaint, including the defective goods, was delivered to the Seller by the stipulated deadlines. If the Buyer fails to meet the stipulated deadlines or support the claims with the requested documents, the Buyer's rights from defective performance are extinguished.

6.7. Any and all complaints (claims from defective performance) must be filed with the Seller's customer service in the Seller's registered office. The Buyer is obliged to make the claim from defective performance (complaint) in writing and support the complaint with relevant documents so that the Seller may duly and in time make complaints regarding the defects of the consignment abroad, with the carrier, insurance company and/or any other entity. The Buyer is obliged to submit documents regarding latent defects to the Seller as of the day of making the complaint; the Buyer is always obliged to support any defects in quantity with a consignment note (bill of lading), delivery note, complaint note, confirmation issued by the driver of the carrier's vehicle, or any other relevant record (written document).

6.8. The Seller's liability for defects of the goods shall especially not extend to any cases where the defect of the goods (i) was caused in part or in whole by the Buyer's or a third person's intentional or negligent act or omission, (ii) is the result of inappropriate storage, inappropriate handling, incorrect installation performed by the Buyer, insufficient maintenance or unprofessional repair/adjustment, (iii) was caused by failure to adhere to the requirements stipulated by technical sheets and material safety data sheets, including any application of the product to inappropriate surface material, etc. (iv) is the result of force majeure, (v) is the result of incorrect or unprofessional use, or (vi) was caused by using the goods for other than the usual purpose, or (vii) is the result of the usual wear and tear of the goods, or (viii) the Buyer fails to provide the Seller with the necessary assistance, etc.

6.9. Defects of the goods do not constitute ground for the Buyer's rescission of the Contract unless (in the case of a legitimate complaint) the defects are not remedied or the Seller does not at least initiate steps to remedy the defects despite the expiration of a 30-day cure period of receipt of the Buyer's written notification of the defects to the Seller. The Seller becomes owner of the replaced replacement parts at the moment of the replacement unless the Parties agree otherwise.

The defect will be eliminated wherever the goods are located unless the Seller deems it appropriate to have the defective part of the goods sent to the Seller for a replacement or repair. The assembly and reinstallation of those parts of the goods which require special expertise shall be performed by the Seller.

6.10. If the Buyer forwards information to the Seller regarding the existence of defects which are not subsequently discovered or which are not the Seller's liability, the Buyer is obliged to compensate the Seller for any and all costs incurred by the Seller in connection therewith.

6.11. Unless agreed otherwise, the Buyer shall compensate the Seller for any and all costs of the repair, dismantling, installation and transportation of the goods located at a place other than the place stipulated in the Contract or, if no such place was agreed by the Parties, the place of delivery of the goods.

6.12. The Seller is only liable for direct actual damage (if any) sustained by the Buyer as a result of proven culpable breach of the Seller's obligations; the Seller is not liable for any (i) indirect damage, (ii) incidental damage, or (iii) lost profits. If the actual damage consists in a newly incurred debt, the Buyer has no rights; the Buyer is especially not entitled to demand that the Seller release the Buyer from the debt or provide any compensation to the Buyer. If in dispute, the Seller's culpability must be proven by the Buyer. The Seller's liability for damage under this Contract is limited to the total maximum amount corresponding to 100 % of the purchase price of the goods according to the respective delivery, VAT excl. The Seller in no case assumes liability for any incidental or indirect damage. The Buyer is not entitled to make any claims against the Seller for any production losses, lost profits, loss of business contacts, incidental or indirect damage or losses of whatever kind (including any damage from lost profits from business, lower turnover, interruption of business, loss of credibility, damage to reputation, loss of information on business or any other financial losses or harm, etc.). By executing this Contract, the Buyer explicitly waives the right to a compensation for harm (compensation for damage) sustained as a result of any breach of the Seller's contractual or statutory obligation; this shall not apply to the claim under Article 6.12 of these Business Terms and Conditions.

6.13. Liability for damage caused by a product defect: If the Buyer resells or otherwise provides the goods/product to a third party, the Buyer shall compensate the Seller within the framework of their mutual relationship arising from the liability for damage caused by a product defect for any damage (harm) claimed by the third party if it is liable for the defect which resulted in the liability.

Article VII: MISCELLANEOUS BUSINESS TERMS

7.1. Any images, dimensions and weights in the manufacturer's documentation, in the agreed or corporate rules and order confirmations, are only approximate. Deviations in dimensions, weight, quantities and qualities are allowed within the usual business tolerances or after comparison with the applicable rules.

Normal commercial discrepancies in volume and weight within the range of up to 10 % from the order volume are permitted.

7.2. Manual for use/processing of goods/products:

7.2.1. Samples, product test protocols, data concerning the composition and quality of products, technical information, technical sheets, material safety data sheets, recommendations and/or manuals for use/processing (hereinafter jointly referred to as "Background Materials") correspond to the best expertise of the Seller and of the manufacturer, are available at the Seller and will be provided to the Buyer on request.

7.2.2. The Buyer is obliged to get acquainted with the Background Materials and proceed in compliance with them. The Buyer is also obliged to make sure that all third parties get acquainted with the above mentioned Background Materials who will handle the goods in any manner.

7.2.3. The Seller recommends that the Buyer always conducts its own tests prior to using the goods/products in order to establish the individual conditions of use and processing of the goods/products.

7.2.4. Recommendations provided by external staff/advisers of the Seller which depart from the provided written data are not conclusive and the Seller assumes no responsibility therefor.

7.2.5. Data concerning consumption are based on values ascertained by long-term experience but are only intended as informative and, consequently, if any individual consumptions differ, the Seller cannot be held liable to provide any performance, compensation, damage or harm.

7.2.6. The Seller hereby explicitly points out that if the Buyer does not request the technical sheets and the material safety data sheets as paper documents, the Buyer may find the necessary information at the following website:

Technical sheets of the tesa products updated from time to time are available at www.tesa-tape.cz

Material safety data sheets for tesa products will be provided by the Seller's customer service on request.

7.3. (i) Packaging and (ii) Liquidation of Packaging and Wastes:

7.3.1. The Seller supplies the goods exclusively on EURO pallets. Returnable packaging material must be returned to the Seller by exchange upon delivery of the goods; the packaging material must not be damaged and must be returned in a usable condition unless the Parties agreed otherwise in writing. The Buyer is obliged to compensate the Seller for any unreturned pallets without undue delay, according to the usual prices determined pursuant to the Seller's current Pricelists.

7.3.2. The Seller and the Buyer must liquidate packaging, packaging waste and product waste in compliance with any applicable generally binding laws and regulations. In connection with the liquidation of packaging, packaging waste and product waste, the Buyer is obliged to proceed in compliance with the generally binding laws and regulations as well as the Seller's instructions (primarily: (i) product label, (ii) material safety data sheets, and (iii) instructions in technical sheets). Unless the Buyer liquidates the packaging, packaging waste and product waste in compliance with the above, the Buyer is fully liable to the Seller for any damage (if any) sustained by the Seller in connection therewith and is obliged to fully compensate the Seller for the damage without undue delay.

Article VIII: PROTECTION OF INFORMATION, MISCELLANEA

8.1. The Party-owner retains title to any and all technical drawings and documents which relate to the goods or the manufacture of the goods and which are submitted by the Party-owner to the other Party before or after execution of the Contract. Technical drawings, technical documentation and other technical information taken over by any of the Parties must not be used for any purpose other than the purpose stipulated by the submitting Party, unless with the latter's consent.

8.2. The Parties are obliged to employ usual methods in order to secure the confidentiality of any confidential information obtained from the other Party unless the Parties explicitly agree otherwise. This obligation survives any expiration or termination of the Contract. The Parties are also obliged to secure the confidentiality of confidential information via their employees, agents and other cooperating third parties if such information was provided to them with the prior consent of the other Party. Confidential information means any and all information which has not been designated as public by any of the Parties, regardless of the media in which the information is recorded. The right to use, disclose and make accessible the confidential information is enjoyed by both Parties to the extent and subject to the conditions necessary for due exercise of rights and discharge of obligations arising from the Contract.

8.3. The Buyer is in no case entitled to act in the name of the Seller or for the Seller's account. The Buyer is obliged to fully respect and protect the company name, brand and intellectual property rights of the Seller and/or the Seller's supplier, primarily the trademarks, industrial and utility designs and other rights which do not enjoy direct statutory protection (know how, logo, etc.), both before and after expiration/termination of the contractual relationship.

8.4. The Seller's advertising in terms of Section 1732(2) of the Civil Code does not constitute an offer to enter into a partial or any other agreement with respect to the relationships between the Parties regulated under the Contract.

8.5. Silence, verbal form of any agreement or implied consents in terms of the Civil Code as expressions leading to the execution of a partial or any other agreement are excluded.

8.6. The second sentence of Section 1764 and Sections 1765 and 1766 of the Civil Code shall not apply to the Contract.

8.7. The Contract does not constitute an adhesion contract; Sections 1799 and 1800 of the Civil Code shall not apply to this Contract.

Article IX: DISPUTE RESOLUTION

9.1. These Business Terms and Conditions shall be governed by the laws of the Czech Republic.

9.2. The Parties undertake to exert maximum effort to eliminate any disputes arising on the basis of or in connection with the Contract, and to contribute to their resolution, primarily by negotiations between the responsible personnel or other authorized entities. Unless the Parties agree on the method of resolving their mutual dispute, each of the Parties has the right to lodge their claim with the competent court of the Czech Republic.

Article X: DECLARATION OF THE BUYER, WARNING

10.1. DECLARATION OF THE BUYER: I have perused and fully understood the above Business Terms and Conditions and fully agree with the contents thereof.

The Buyer undertakes to comply with the basic principle of the tesa Code of Conduct. This can be found at: Code of Conduct (Available on [tesa.com](https://www.tesa.com)).

10.2. DECLARATION OF THE SELLER: Please note the following: The quality of the tesa products is being continuously tested at the highest possible level and the tesa products are therefore under rigorous supervision. Any and all information and recommendations are provided with our best knowledge based on our experience from practice. Nonetheless, the Seller, manufacturer or any other supplier of the tesa products does not provide to the Buyer or any third party any specific or any other directly unidentified guarantee for the suitability of use of the tesa products for purposes which were not explicitly agreed between the Parties (between the Seller and the Buyer) in advance and in writing. Consequently, the Buyer is solely and exclusively responsible for deciding whether the tesa product is suitable for any particular use and for the manner of use if the product complies with the qualities and functional characteristics which were individually agreed by the Parties. Considering the above said, the Seller recommends that



the Buyer address any such queries to the tesa technicians who will provide the Buyer with the relevant information. The Seller does not guarantee that the tesa products meet any present or future needs or aims of the Buyer and the Buyer assumes exclusive responsibility for the use, choice and/or suitability of the tesa products for the Buyer's needs and/or aims.

These Business Terms and Conditions take effect on 1.6.2015. Contractual relationships established on and after the effective day of these Business Terms and Conditions shall be governed exclusively by these Business Terms and Conditions.

Updated on August 8, 2021