

## Terms and Conditions of Purchase of tesa tape Chile S.A.

### § 1. General

(1) These Terms and Conditions of Purchase (hereinafter, "Terms and Conditions") of tesa tape Chile S.A. (hereinafter, "we" or "Tesa") apply to all business relationships with our business partners in their capacity as suppliers of goods or service providers (hereinafter, "the Business Partner"). These terms shall only apply if the Business Partner acts in the exercise of their business or professional activity.

(2) These Terms and Conditions apply, in particular, to:

- All contracts for the purchase and/or supply of movable goods (hereinafter, "the Goods"), regardless of whether the Business Partner manufactures the Goods themselves or acquires them from third parties, in accordance with the rules of the sales contract (Art. 1793 et seq. of the Civil Code) or other applicable rules, as the case may be.
- All contracts for the provision of services or the execution of material works.

(3) Unless agreed otherwise, these Terms and Conditions, in the version current at the time of our order and published on our website (<https://www.tesa.com/en/about-tesa/legal-information/purchasing-terms>), shall also apply as a framework agreement for future contracts of a similar nature, without the need for us to refer to them again in each particular case.

(4) These Terms and Conditions shall apply exclusively. General terms and conditions of the Business Partner that are different, contradictory, or complementary shall only form part of the contract if we have expressly consented to their validity in writing. This requirement of consent shall apply in any case, even if we accept the deliveries or services of the Business Partner without reservation and with knowledge of their general terms and conditions.

(5) Individual agreements concluded with the Business Partner in particular cases (including ancillary agreements, supplements, and modifications) shall in any case prevail over these Terms and Conditions. For such agreements to be valid and for evidentiary purposes, a written contract or our written confirmation shall be required.

(6) Legally relevant declarations and notifications regarding the contract (e.g., setting of deadlines, reminders, exercise of the right to termination) must be made in writing (e.g., letter, email, fax).

## **§ 2. Conclusion of Contract**

(1) Our purchase orders shall be considered binding upon their submission or written confirmation by the Business Partner. The Business Partner must inform us of evident errors (e.g., typing or calculation errors) or if the order or its attached documents are incomplete, so that we may correct or complete them prior to acceptance.

(2) Unless our purchase order expressly provides otherwise, the Business Partner must review and confirm it in writing within three business days or execute it without reservation (acceptance), specifically through the dispatch of the Goods or the provision of the service or execution of the work. A late or modified acceptance by the Business Partner shall be considered a new offer and shall require our express acceptance (Art. 101 and 102 of the Commercial Code).

(3) If, from the Business Partner's perspective, there are indications that the legality of a request on our part must be verified, the Business Partner must inform us of this without delay. In such a case, we will initiate a review and communicate the result to the Business Partner.

## **§ 3. Delivery Time, Default, Consequences of Delay, and Termination**

(1) The delivery or execution time specified by us in the purchase order is binding. The Business Partner must comply with all deadlines indicated in the purchase order or in the milestone schedule.

(2) The timeliness of deliveries or services shall be determined by the receipt of the Goods at the agreed place of performance or by the correct provision of the service or work.

(3) The Business Partner is obliged to inform us immediately in writing if they foresee that they will not be able to comply with the agreed delivery or execution deadlines, for whatever reason. In said communication, they must indicate the estimated duration of the delay.

(4) If the Business Partner breaches their obligation to deliver or provide services, or incurs in simple delay, Tesa may exercise the rights corresponding to a diligent contracting party, without the need to put the Business Partner in default (Mora). The provisions of paragraph 5 shall remain unaffected.

(5) In the event that the Business Partner delays the fulfillment of their contractual obligations, we may demand delay damages as a penalty clause, equivalent to 1% of the net price for each full calendar week of delay, with a maximum cap of 5% of the net price of the delivered Goods or services provided with delay. This penalty clause is understood to be without prejudice to our right to demand compensation for damages exceeding said amount, in accordance with general rules. The parties reserve the right to prove that the damage has been greater or lesser.

(6) The termination of service provision contracts or works execution contracts shall be governed by the applicable legal provisions.

#### **§ 4. Content of the Obligation, Delivery, Acceptance, Duty of Care, Labeling, and Packaging**

(1) Upon delivering the Goods, the Business Partner must provide us, at no additional cost, with the corresponding assembly and user instructions. Alternatively, they may provide us access to said documents via QR codes or easily accessible internet links. In the case of software products, in addition to the program, they must deliver the user documentation to us. For custom-developed software, and unless agreed otherwise, they must also provide the manufacturer's documentation and the source code.

(2) If the Business Partner has executed a work in accordance with the contract, we will proceed with its acceptance (reception). The declaration of acceptance shall be made in writing (acceptance protocol), which shall be prepared by the Business Partner and signed by us.

(3) If the Business Partner is obliged to act with due diligence by virtue of an order, they shall be responsible for acting with the care of a prudent merchant. This standard of diligence applies to the Business Partner, their legal representatives, their executive assistants, and all their employees.

(4) Unless agreed otherwise, deliveries shall be made under the DDP (Delivered Duty Paid) term according to ICC Incoterms 2020, at the place specified in our purchase order. Said destination shall also be the place of performance for the delivery and any subsequent performance. Notwithstanding the foregoing, in the event that the delivered goods or the plant are located in a different place when a defect is discovered, this shall be the place of subsequent performance at our discretion, unless this entails a disproportionate cost for the Business Partner, considering the value of the defect-free good, the importance of the defect, and the damage it would cause to the buyer. Our merchandise reception hours are Monday to Friday, from 8:30 to 12:30 hours and from 13:30 to 16:30 hours.

(5) In the exceptional case where the parties agree on a price under the Ex Works (EXW) term or "ex factory" of the Business Partner, and the latter must organize the delivery at our risk and expense, said delivery must be effected using the means of transport representing the lowest possible cost. The foregoing shall not apply if we have expressly instructed a specific mode of transport. Any additional cost generated by non-compliance with shipping or packaging instructions shall be exclusively borne by the Business Partner. Likewise, the Business Partner must assume the additional costs originating from the need to resort to expedited transport to meet the agreed delivery date.

(6) Deliveries addressed to us must be accompanied by a dispatch guide indicating the date (issuance and shipment), the content (product number and quantity), and our order identification (date and number). We shall not be responsible for delays in processing and payment resulting from missing, incomplete, or incorrect dispatch guides.

(7) The Business Partner may not entrust the execution of the delivery or service to third parties (e.g., subcontractors) except with our prior written consent. Regardless of said authorization, it shall be understood that Tesa has not contracted any obligation whatsoever with the subcontracted entity, nor with any of its workers or advisors, the Business Partner being solely and exclusively responsible for the full and timely fulfillment of the obligations emanating from the order. Consequently, the Business Partner obliges themselves to hold Tesa harmless from any action, claim, or demand emanating from the acts or omissions of their subcontractors, their dependents, or advisors. The Business Partner shall assume the risk of acquiring inputs for their services, unless agreed otherwise (e.g., limitation to available stock).

(8) When providing services, the Business Partner is solely responsible for compliance with accident prevention and occupational safety regulations. Any required protective device or measure must be used or applied at no additional cost to us.

(9) The Business Partner shall guarantee that all delivered Goods are labeled in accordance with the regulatory and/or legal requirements applicable in Chile or in any other destination market that we have previously notified. The Business Partner must inform us immediately regarding any change in labeling requirements that is relevant to us and of which they have knowledge. In particular, they must comply with the provisions of Supreme Decree No. 57 of 2019 of the Ministry of Health, on classification, labeling, and notification of hazardous chemical substances and mixtures, and Supreme Decree No. 43 of 2015 of the Ministry of Health, on storage of hazardous substances, where applicable.

(10) If transport requires packaging, the Goods must be packed securely and in compliance with the transport regulations applicable to the selected mode and the specifications of our order. If the merchandise is delivered to us in damaged packaging, we shall be entitled to reject it without verifying its content or to return it at the Business Partner's cost and risk.

(11) The Business Partner must comply with the obligations established in Law No. 20.920 (REP Law), which establishes extended producer responsibility, including registration and participation in a waste management system for containers and packaging, if applicable.

## **§ 5. Remuneration and Payment Conditions**

(1) The contractually agreed remuneration is binding. Prices are fixed and may not be modified by increases in the cost of materials, wages, or other factors. Unilateral price adjustments by the supplier will not be admitted. The agreed remuneration shall include Value Added Tax (VAT), unless indicated separately.

(2) Unless agreed otherwise, the remuneration shall include all main and ancillary services of the Business Partner (e.g., assembly, installation), as well as all their additional expenses (e.g., proper packaging, transport, transport insurance, and liability insurance).

(3) If an additional service not foreseen in the contract is agreed upon, the Business Partner shall be entitled to additional remuneration, which must be communicated and approved by us prior to the start of said service.

(4) The agreed remuneration shall be payable within a maximum period of 30 calendar days following the delivery and/or complete execution (including any agreed acceptance). Exceptionally, the parties may agree in writing on a longer payment term, which may not constitute abuse for the Business Partner in their capacity as creditor. Said agreement, to be valid, must be registered by the corresponding party in the registry kept for this purpose by the Ministry of Economy, Development, and Tourism, in accordance with the provisions of Article 2 of Law No. 19.983. In the event that the agreement is not registered, or if the stipulation is considered abusive, the payment term shall be reduced to the term of thirty (30) calendar days established in the first paragraph of this numeral. For all purposes, any stipulation attempting to unduly delay the payment of the invoice, including those setting the start of the term computation on a date different from that of its receipt, shall be considered null and void. Invoices must comply with the legal and tax requirements in force in Chile.

(5) We shall be entitled to reject incorrect or incomplete invoices and to reduce the invoice amount by an appropriate amount considering the workload incurred in its review.

(6) We shall not owe interest for simple delay. In case of default in payment, the legal provisions on interest shall apply.

(7) The assignment of the Business Partner's claims against us shall require our written consent, unless they are pecuniary claims.

## **§ 6. Assignment, Set-off, and Retention**

(1) The assignment of the Business Partner's claims against us shall require our written consent, unless they are pecuniary claims.

- (2) We shall be entitled to retain payments owed to the Business Partner to the extent that we have claims against them derived from incomplete or defective fulfillment of their obligations.
- (3) We shall be entitled to set off our claims against the Business Partner with the sums we owe them.
- (4) The guarantees granted to us by the Business Partner shall serve to secure our claims against them, even without an express agreement.
- (5) The Business Partner may only exercise a right of set-off or retention against us based on claims that have been declared by a final or unappealable judgment, that are not in dispute, or that are based on the same contractual relationship.

## **§ 7. Force Majeure**

- (1) Events of force majeure shall release the directly or indirectly affected party from their contractual obligations for the duration of the interruption and to the extent of its effect. Force majeure shall be considered, for example, natural disasters, war, riots, sabotage, curfews imposed by public authorities, government import and export restrictions, prolonged interruption or restriction of energy supply, organized labor disputes, and other external, extraordinary, and inevitable events. The affected party is obliged to inform the other immediately regarding the expected duration of the interruption.
- (2) The contracting parties shall be entitled to rescind or terminate the contract (wholly or partially) if there is a justified interest in abandoning the performance due to delays caused by force majeure. Our obligation to pay for any partial performance already accepted shall not be affected; otherwise, the Business Partner's right to payment shall lapse.

## **§ 8. Confidentiality and Property**

- (1) We reserve property rights and copyrights over illustrations, plans, drawings, drafts, calculations, implementation instructions, product descriptions, and other documents produced by us (hereinafter, "the Documents"). These Documents shall be used exclusively for the execution of the contract and must be returned to us immediately and without request upon completion of the order, unless we expressly authorize their retention. The Business Partner may not exercise a right of retention over them.
- (2) The Documents and the content of our orders must be kept secret from third parties and used solely for the execution of the order. The obligation of secrecy shall expire only if and to the extent that the knowledge contained in the Documents has become public domain. Special confidentiality agreements

and legal regulations on the protection of secrets shall not be affected. Copying or reproduction of the Documents is only permitted to the extent absolutely necessary for the execution of the order.

(3) The foregoing provision shall apply analogously to raw materials and materials (e.g., software, finished and semi-finished products), as well as to tools, templates, samples, and other items we provide to the Business Partner for the execution of our order. Said items, while not processed, must be stored separately at the Business Partner's expense and reasonably secured against unauthorized inspection, theft, and use, and insured against destruction, theft, and loss.

(4) Any processing, mixing, or combination by the Business Partner of the items provided by us shall be carried out on our behalf. The same shall apply in case of further processing of the goods supplied by us. Therefore, we shall be considered manufacturers and shall acquire ownership of the new item no later than at the time of further processing, in accordance with legal provisions.

(5) If the Business Partner produces technical documents, tools, drawings, etc., for the processing of our order, we shall acquire ownership of said items. The Business Partner shall store them free of charge until they return them to us upon our request. These items may not be used for purposes other than the fulfillment of our order, nor reproduced or delivered to third parties without our written consent.

(6) The transfer of ownership of the Goods to us shall be unconditional and without consideration to the payment of the price. Any form of retention of title by the Business Partner is excluded, unless we expressly accept it in writing. If, in a specific case, we accept an offer from the Business Partner for the transfer of ownership conditioned on the payment of the purchase price, the Business Partner's retention of title shall expire, at the latest, upon payment of the purchase price of the delivered goods. In any case, we shall remain authorized to resell the Goods in the ordinary course of our business, even before payment of the price.

(7) Without our prior written consent, the Business Partner may not refer to our business relationship in advertising material, brochures, etc., nor exhibit goods delivered in our name.

## **§ 9. Warranty for Defects and Liability**

(1) The legal provisions on remedying redhibitory defects (warranties) and contractual liability shall apply, unless stipulated otherwise below.

(2) The Business Partner guarantees that their deliveries and services comply with the relevant regulatory and/or legal requirements and with the state of the art at the time of the transfer of risk or acceptance, and that they are functional for the intended use. Unless the law stipulates a longer period, the warranty period for sales contracts and works and services contracts shall be 36 months and shall

commence with delivery or acceptance. The warranty period shall be suspended for the duration of the rectification of defects.

(3) In any case, product descriptions which, in particular by designation or reference in our order, are the subject of the respective contract or which have been included in the contract in the same manner as these Terms and Conditions, shall be considered an agreement on quality. Furthermore, the Business Partner guarantees that the delivered products have not been modified in their design and composition compared to previous similar deliveries free of defects, unless such changes have been agreed with us prior to the conclusion of the contract.

(4) Legal provisions shall apply to the commercial obligation to inspect and give notice of defects. Our obligation to inspect shall be limited to defects that manifest during our merchandise reception inspection under external examination, including delivery documents (e.g., transport damage, incorrect or incomplete delivery) or that are recognizable during our quality control in the random sampling procedure. To the extent that an acceptance has been agreed for works performances, there is no obligation to inspect. Acceptance of the Goods shall not imply a waiver of rights corresponding to Tesa for vices or defects that have not been detected in said initial inspection.

(5) Upon receiving our written notice of defect, the limitation period for warranty actions is suspended until the Business Partner rejects our claims, declares the defect eliminated, or refuses to continue negotiations on our claims. In case of a replacement delivery, the warranty period for the replaced parts shall be understood to be interrupted.

(6) The Business Partner's remediation performance shall also include the removal of the defective goods and their reinstallation, provided the goods have been installed in another item or attached to another item according to their type and intended use.

## **§ 10. Third Party Rights, Indemnity, and Intellectual Property**

(1) The Business Partner guarantees that their deliveries and services, if used, do not infringe any industrial or intellectual property rights or other rights of third parties in Chile or in the countries listed in the original contract.

(2) The Business Partner is obliged to indemnify us for all third-party claims against us due to the infringement of third-party rights mentioned in paragraph 1 and to reimburse us for all necessary expenses in relation to this claim. This shall not apply to the extent that the Business Partner demonstrates that they are not responsible for the infringement nor should have known of it at the time of delivery or



performance if they had exercised due commercial diligence. Our additional legal claims for defects of title of the goods delivered to us or services provided to us shall not be affected.

(3) With the payment of the contractually agreed remuneration, the Business Partner shall transfer to us all intellectual and industrial property rights arising within the scope of our order, in particular over the results of the work, including all trademark rights, rights of use under intellectual property law, design rights, and related property rights. The transfer is included in the agreed remuneration. The author's rights of use are exclusive, unlimited spatially and temporally, transferable, and sub-licensable.

(4) The Business Partner shall notify us immediately of any invention made by their employees in the course of fulfilling the order and offer us its acquisition. We will inform them in writing within four weeks from the receipt of said offer if we accept the rights over the invention.

(5) If we notify the Business Partner in writing that we are not interested in acquiring the rights to the invention, the Business Partner shall be entitled to make limited or unlimited use of the invention and to apply for the industrial property right at their own cost. In case of registration of the property right, the Business Partner shall waive enforcing any right derived from said registration against us, our affiliated companies, and our customers.

## **§ 11. Indemnity for Anti-competitive Practices**

(1) The Business Partner obliges themselves not to incur in any conduct contrary to free competition laws to our detriment, in accordance with Decree Law No. 211.

(2) If the competent authorities establish that the Business Partner was involved in an illicit restriction of competition during the term of the contract and that the services provided to us were affected by it, the Business Partner shall be obliged to pay us compensation as a penalty clause equivalent to 10% of the value of the order for the period affected by the anti-competitive practice, plus legal interest. The Business Partner has the right to prove that we have suffered lesser damage.

(3) The Business Partner shall provide us with the information and documents necessary to examine the existence and scope of said claims immediately after the infringement becomes known. The obligation to pay damages shall also exist if the business relationship has already ended at the time of the discovery of the violation.

## **§ 12. Independence of the Business Partner**

(1) We agree with the Business Partner that the latter is an independent contractor and that nothing in these Terms and Conditions gives rise to a position of the Business Partner or their employees or third parties designated as our employees or agents. There is no relationship of subordination and dependence.

(2) The Business Partner shall not act externally as our employee or representative. In particular, they shall not give any warranty in our name, shall not enter into contracts or agreements in our name, shall not sign documents in our name, nor compromise our creditworthiness.

## **§ 13. Compliance, Tesa Code of Conduct for Suppliers, and Environmental Guidelines**

(1) The Business Partner is obliged to comply with the relevant legal provisions. This applies in particular to anti-corruption and money laundering laws, as well as antitrust, labor, and environmental protection regulations: <https://www.tesa.com/en-gb/about-tesa/sustainability>

(2) The Business Partner shall also ensure that their goods and services comply with the relevant requirements for marketing in Chile.

(3) To the extent applicable, the Business Partner shall comply in particular with the requirements of Regulation (EU) 2019/1021 on persistent organic pollutants ("POP Regulation"), the European Packaging Directive (Directive 94/62/EC, renewed by Amending Directive (EU) 2018/851) or their respective applicable implementing laws, the EU REACH Chemical Regulation ("REACH Regulation"), as well as the EU Regulation on classification, labeling and packaging of substances and mixtures ("CLP Regulation"). In particular, the Business Partner undertakes not to use any substance considered reprotoxic, teratogenic, mutagenic, or carcinogenic in accordance with the mentioned regulations and their adaptations to technical progress. Furthermore, the Business Partner is obliged, to the extent applicable, to comply with the requirements of the transposition laws of the Directive (EU) on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS").

(4) The Business Partner shall inform us immediately of any change in legal requirements for the Business Partner's goods and works performances. The same applies if changes in legal requirements have an impact on the manufacture or ingredients of the goods or works performances.

(5) The Business Partner undertakes to respect and support the observance of internationally recognized human rights and to prevent any form of forced or child labor. Legal regulations on occupational health and safety are recognized and complied with as an essential part of all operational processes.

The Business Partner respects and guarantees the applicable provisions of labor law. They are also obliged to comply with the provisions of the Tesa Code of Conduct for Suppliers and site-specific regulations. It can be found at: <https://www.tesa.com/en-gb/about-tesa/sustainability/our-guidelines-and-standards>

(6) The Business Partner must incorporate appropriate and effective measures in their business to ensure compliance with the obligations established in paragraph 13 by their suppliers.

(7) If the Business Partner violates the provisions of the Tesa Code of Conduct for Suppliers, the violations must be communicated to us immediately. We reserve the right to terminate the contractual relationship in case of compliance violations by the Business Partner in accordance with legal provisions or to take other appropriate measures to encourage the Business Partner to comply with the provisions of the Code of Conduct for Suppliers.

#### **§ 14. Data Protection**

(1) Pursuant to the provisions of Law No. 19.628 and its corresponding modifications, the Business Partner accepts and acknowledges that personal data necessary for the management, execution, and fulfillment of these Terms and Conditions will be processed by Tesa solely for the purposes informed and agreed in the Tesa Privacy Policy, available at: <https://www.tesa.com/en-gb/about-tesa/legal-information/privacy-policy-new>, respecting principles of lawfulness, proportionality, transparency, and confidentiality.

(2) Tesa shall be responsible for the processing and custody of personal data, implementing appropriate technical, organizational, and security measures to prevent unauthorized access, alteration, loss, or improper disclosure of said data. Processing shall be carried out on the basis of express and specific consent, which shall be recorded in writing, electronically, or through any verifiable affirmative action.

(3) The Business Partner, as the data subject, may exercise their ARCOP rights (access, rectification, cancellation, opposition, and portability) regarding their personal data, as well as revoke their consent, directly by written communication addressed to [email address provided by Tesa], which will manage said requests within legal terms and conditions.

(4) In the event that personal data must be shared with third parties, processors, or subcontractors, Tesa shall ensure that such recipients also comply with the legal and contractual requirements of Law No. 19.628, its corresponding modifications, and all associated regulations.

(5) The Business Partner declares having been duly informed about the processing of their personal data and grants their informed and express consent, in compliance with the current and future legal standard.

(6) For more information on the processing of personal data and their rights, the Business Partner may consult the Tesa Privacy Policy, available at: <https://www.tesa.com/en-gb/about-tesa/legal-information/privacy-policy-new>

## **§ 15. Applicable Law and Jurisdiction**

(1) These Terms and Conditions shall be governed and interpreted exclusively in accordance with the laws of the Republic of Chile, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), and any other international regulation that may be applicable.

(2) The place of exclusive jurisdiction for all disputes arising from or in connection with this contractual relationship shall be the ordinary courts of justice of the city of Santiago. However, we are entitled to sue the Business Partner in any other place of legal jurisdiction.