

# Terms and Conditions of Sale and Delivery of Tesa UK Limited

(December 2023)

## 1. Interpretation

### 1.1. Definitions:

"**Bespoke Goods**" means the unique goods set out in the Order Acknowledgement Form which are to be manufactured by tesa to the Specification;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"**Buyer**" means the person who purchases the Goods from tesa;

"**Contract**" means the contract between tesa and the Buyer for the sale and purchase of Goods, consisting of (i) the Order Acknowledgement Form and (ii) these Terms of Sale;

"**Delivery Address**" means the delivery address of the Buyer in the UK or Eire notified by the Buyer to tesa in writing when placing its Order and specified in any Order Acknowledgement Form submitted by tesa or otherwise agreed in writing by a director or duly authorised signatory of tesa;

"**Force Majeure Event**" means an event, circumstance or cause beyond tesa's reasonable control (for example war, acts of terrorism, epidemics, natural disasters, strikes, lockouts, occupations of factories and facilities, government measures, shortages of energy, materials or raw materials, damage caused by fire and explosion, transportation and operational problems, sovereign acts (whether lawful or unlawful));

"**Goods**" means the goods set out in the Order Acknowledgement Form;

"**Order**" means the Buyer's order for the Goods;

"**Order Acknowledgement Form**" means tesa's written order acknowledgement for the Goods sent to the Buyer;

"**Quotation**" means the quotation issued by tesa to the Buyer for the supply of the Goods;

"**Specification**" means any specification for the Goods that is agreed in writing by tesa and the Buyer;

"**Terms of Sale**" means these terms and conditions of sale and delivery which shall apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing;

"**tesa**" means Tesa UK Limited (registered no 00841180) a company registered in England whose registered office is at Yeomans Drive, Blakelands, Milton Keynes MK14 5LS.

### 1.2. Interpretation:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5. A reference to writing or written includes fax and email and comparable means of communication.

## 2. Scope

These Terms of Sale apply exclusively for the entire current and future legal relationship between tesa and the Buyer concerning the sale of Goods. The Buyer acknowledges the sole binding application of these Terms of Sale. Should the Buyer use conflicting, deviating or amending terms and conditions, their application in relation to tesa is excluded even if they have not been expressly contradicted by tesa.

## 3. Offer and Conclusion of Contract

3.1. The Quotation and any offers provided by tesa are non-binding and are only to be understood as a request for the delivery of an Order, they shall not constitute an offer.

3.2. Quotations made by tesa shall remain open to acceptance for a period of thirty days from the date of Quotation inclusive, subject to earlier withdrawal by tesa. Quotations shall not constitute an offer.

3.3. The Order constitutes an offer by the Buyer to purchase the Goods from tesa in accordance with these Terms of Sale. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Order shall only be deemed to be accepted when tesa issue an Order Acknowledgement Form to the Buyer, which is consistent with the Buyer's Order, at which point the Contract shall come into existence. Oral agreements and/or commitments require prior written confirmation by tesa in order to be validly binding.

3.4. No addition to an Order may be made by the Buyer after acceptance by tesa of the Order to which the addition relates. Any purported addition shall be treated as a separate Order at the time it is made and priced accordingly.

3.5. Orders of the Buyer must be placed using an order template (designed by the Buyer or a standard template provided by tesa) or digitally (EDI) and must include minimum details.

3.6. Order Acknowledgement Forms issued by tesa that deviate in material content from the original Order are deemed to have been accepted if they have not been contradicted within three Business Days upon the receipt of the confirmation of Order by the Buyer.

3.7. The minimum unit of sale of Goods shall be a single case of Goods or an inner (where applicable) ("**minimum order value**"), unless otherwise agreed in writing by a director or other duly authorised signatory of tesa. Orders for Goods where the order value is less than tesa's minimum order value shall be subject to a minimum order fee which shall be confirmed by tesa to the Buyer in writing.

## 4. Cancellation

4.1. No Order which has been accepted by tesa may be cancelled by the Buyer except with the agreement in writing of a director or other duly authorised signatory of tesa. The Buyer shall indemnify tesa in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by tesa as a result of such cancellation.

4.2. No Order for Bespoke Goods which has been accepted by tesa may be cancelled by the Buyer. The Buyer shall indemnify tesa in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by tesa as a result of such cancellation.

## 5. Specification and Bespoke Goods

5.1. All descriptions, drawings, sketches, photographs, illustrations, diagrams and other particulars relating to the Goods and whether furnished by tesa to the Buyer in catalogues, press releases or elsewhere (whether verbally or in writing) are given for information purposes only and are not binding on tesa.

5.2. The Buyer shall ensure the accuracy of the terms of any Order submitted by the Buyer and shall be responsible for giving tesa any necessary information relating to the Goods within a sufficient time to enable tesa to perform fully its obligations under the Contract.

5.3. tesa reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, or

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which do not materially and adversely affect the quality or performance of the Goods, and tesa shall notify the Buyer in any such event.

- 5.4. In the event that the Goods are Bespoke Goods, the Buyer shall indemnify tesa against all loss, damage, costs and expenses awarded against or incurred by tesa in connection with or paid or agreed to be paid by tesa in settlement of any claim for infringement of any patent, design right (registered or unregistered) or other intellectual property right of any other person which results from tesa's use or application of the Buyer's Specification. This Clause 5.4 shall survive termination of the Contract.

### 6. Delivery Periods and Dates

- 6.1. Delivery shall take place when:
- 6.1.1. if the Goods are delivered to the Delivery Address, at such time that the Buyer or its agent commences the unloading process;
- 6.1.2. if the Buyer collects the Goods from tesa's premises, when the Goods are loaded by tesa on to the collection vehicle provided by the Buyer or its agent.
- 6.2. Any delivery dates and delivery periods quoted for delivery of the Goods are approximate only and tesa shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence.
- 6.3. tesa shall ensure that:
- 6.3.1. each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 6.3.2. if tesa requires the Buyer to return any packaging materials to tesa, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as tesa shall reasonably request. Returns of packaging materials shall be at tesa's expense.
- 6.4. If the Buyer fails to take delivery of the Goods or fails to give tesa adequate delivery instructions at the time stated for delivery (otherwise than by reason of tesa's fault), tesa may:-
- 6.4.1. either effect delivery by whatever means it thinks most appropriate or arrange storage at the Buyer's risk and expense pending delivery; or
- 6.4.2. at any time re-sell or otherwise dispose of the Goods or part of them without prejudice to any other rights tesa may have against the Buyer for breach of contract or otherwise.
- 6.5. tesa shall be entitled to increase the price payable for the Goods to recover any additional costs arising from any variation or delay in delivery caused by the Buyer's instructions. The provisions of Clause 7 relating to payment shall apply to such additional costs.
- 6.6. tesa shall be entitled to deliver the Goods by instalments and in such case each instalment shall constitute a separate contract and any failure or defect in delivery of any one or more instalment shall not entitle the Buyer to repudiate the contract as a whole nor to cancel any subsequent instalment. The Buyer shall not be entitled to reject the Goods or part thereof by reason only of short delivery.
- 6.7. Whilst tesa will use its reasonable endeavours to deliver the exact quantity of Goods ordered by the Buyer, tesa reserves the right to deviate by up to ten per cent plus or minus in respect of quantities ordered and delivered.

- 6.8. If tesa fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

- 6.9. Where the Buyer collects or arranges collection of the Goods from tesa's premises, entry of any vehicle of the Buyer or its agent on to tesa's premises shall be at the sole risk of the Buyer or its agent save to the extent that any claim arises from tesa's negligence resulting in personal injury or death.

- 6.10. Whilst tesa will use its reasonable endeavours to ensure that the Goods correspond in every material respect with any sample provided to the Buyer, tesa shall not be responsible for any minor deviations in Specification, in colour, or other design features and no such minor variations shall entitle the Buyer to rescind the Contract or to claim against tesa in respect thereof.

- 6.11. Disruptions in the production and/or transport of the Goods due to a Force Majeure Event for which tesa is not responsible and which temporarily make it impossible or considerably more difficult for tesa to fulfil its delivery obligation, shall release tesa for their duration from its duty to make timely delivery of goods or services. The negotiated period shall be extended by the duration of the incident; the Buyer shall be informed in an appropriate manner of the occurrence and end of the disruption. Tesa is not obliged to procure replacement goods from third parties. Where the end of the problem is not foreseeable or the problem continues for more than two months, each party is entitled to rescind the contract with respect to the scope of delivery affected by the problem.

- 6.12. tesa's delivery obligations for delivery of those Goods for which tesa procures raw materials and supplier parts from suppliers, delivery is subject to the timely and correct delivery by such suppliers to tesa.

### 7. Prices, Terms of Payment

- 7.1. The price of the Goods shall be based on tesa's Quotation price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in tesa's published price list at the date of acceptance of the Order.
- 7.2. The price payable by the Buyer for an Order of Bespoke Goods shall be the price set out in the Order Acknowledgement Form.
- 7.3. The price payable by the Buyer for each Order of the Goods shall be the price set out in the Order Acknowledgement Form.
- 7.4. The Buyer shall in addition to the price of the Goods pay (i) all excess carriage costs (standard carriage costs being included in the price) (ii) the amount of Value Added Tax payable in respect of the supply of the Goods; and (iii) all other duties, charges and taxes (if any) on the Goods.
- 7.5. Tesa may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost to tesa which is due to any factor beyond the reasonable control of tesa (such as, without limitation, any foreign exchange fluctuation or significant increase in the costs of labour, materials or other costs of manufacture including utilities), any change in delivery dates, quantities or Specifications for the Goods which is requested by the Buyer, or any delay caused by the failure of the Buyer to give tesa adequate information or instructions.
- 7.6. tesa may invoice the Buyer for the Goods on or at any time after the completion of delivery or if to be collected by the Buyer, the date the Goods are ready for collection. Payment shall be due on the fifteenth day of the month following that in which the Goods were invoiced. All payments shall be made in sterling to tesa by bank transfer (BACs) to the bank account set out in tesa's invoice and time of payment shall be of the essence of the Contract.

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- 7.7. tesa may invoice the Buyer for Bespoke Goods at any time before the Goods are manufactured. Payment shall be due on presentation of the invoice. All payments shall be made in sterling to tesa by bank transfer (BACs) to the bank account set out in tesa's invoice and time of payment shall be of the essence of the Contract. If the Buyer fails to make a payment due to tesa under the Contract for Bespoke Goods by the due date, then, delivery of the Bespoke Goods may be delayed as the delivery of Bespoke Goods will not occur until the invoice for the Bespoke Goods has been paid in full and in cleared funds to a bank account nominated in writing by tesa.
- 7.8. Without prejudice to any other rights or remedies of tesa, if the Buyer fails to make any payment on the due date specified in the invoice, all and any sums payable to tesa shall automatically become due and tesa may (i) terminate the Contract; or (ii) suspend deliveries under this Contract or any other contract so long as the nonpayment continues; and/or (iii) revoke any credit facilities made available to the Buyer; and/or (iv) appropriate any payment made by the Buyer for goods supplied under any other contract between the Buyer and tesa; and/or (v) charge the Buyer interest on the amount unpaid (both before and after any judgment) at the rate of 3 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).
- 7.9. No payments due to tesa may be withheld by the Buyer for any reason nor may any counterclaim of the Buyer be set off against any payment due under the Contract without the prior consent in writing of a director or other duly authorised signatory of tesa.
- 7.10. Any extension of credit allowed to the Buyer may be changed or withdrawn by tesa at any time.
- 7.11. If tesa, after conclusion of the Contract, becomes aware of the risk, or likely risk, of a lack of ability to make payment on the part of the Buyer, tesa shall be entitled to execute outstanding deliveries only against prepayment or another payment guarantee. If the prepayments or other payment guarantees are not provided even upon the expiration of a reasonable period of grace, tesa may cease deliveries until the prepayments or the payment bonds are provided or may rescind individual or all affected contracts in full or in part. In such case tesa shall remain entitled to assert further rights.
- 8. Title and Risk**
- 8.1. The Goods shall remain the sole and absolute property of tesa as legal and equitable owner thereof and title of the Goods shall not pass to the Buyer until such time as payment in full has been received by tesa for the Goods together with any interest payable under Clause 7.8 and any other sum payable in respect of the Goods under the Contract.
- 8.2. Until such time as the title in the Goods passes to the Buyer, the Buyer shall hold the Goods solely as fiduciary agent and bailee for tesa and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as tesa's property, but shall be entitled to use or resell the Goods in the ordinary course of its business and pass the title therein to its customers unless and until otherwise notified in writing by a director or other duly authorised signatory of tesa or until the happening of any of the events referred to in Clauses 12.1.1 to 12.1.4.
- 8.3. Until such time as the title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), tesa shall be entitled at any time to require the Buyer to deliver up the Goods to tesa and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored, or are reasonably thought by tesa to be stored, and repossess the Goods.
- 8.4. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.4.1. in the case of collection from tesa's premises, at the time when tesa notifies the Buyer that the Goods are available for collection; or
- 8.4.2. at the time of delivery to the Delivery Address; at such time that the Buyer or its agent commences the unloading process; or,
- 8.4.3. if the Buyer wrongfully fails to take delivery of the Goods, the time when tesa has tendered delivery of the Goods.
- 9. Quality, Rights of Buyer in Case of Defects, Obligation to Inspect and Claims**
- 9.1. The Buyer shall upon delivery examine the Goods and shall promptly (but in any event within three days following delivery) notify tesa, and the carriers where relevant, of any apparent damage, defect or shortage giving full details of the same.
- 9.2. Where the relevant damage or defect could not reasonably be expected to be apparent on inspection by the Buyer in accordance with Clause 9.1 above, the Buyer shall notify tesa in writing of any such damage or defect within three days after it became apparent or (if earlier) ought reasonably to have become apparent to the Buyer.
- 9.3. In the case of each notice of a defect, tesa shall be entitled to a right to inspect and test the Goods in question. The Buyer shall grant tesa the necessary time and opportunity to do so. tesa may also demand of the Buyer that it sends the Goods in question to tesa at tesa's expense.
- 9.4. The Buyer shall notify tesa if any Goods are not delivered within seven days from the date of the invoice.
- 9.5. tesa shall have no liability for any claim made by the Buyer in respect of damage, defect or shortage of Goods unless it notifies tesa of such damage, defect or shortage in accordance with this Clause 9
- 9.6. Information in catalogues, price lists and other informational material provided to the Buyer by tesa, as well as product-descriptive information, are not to be understood in any event as guarantees for a particular quality or durability of the Goods; such guarantees of quality or durability must be expressly agreed in writing.
- 10. Warranty and Liability**
- 10.1. Subject to Clause 9 and this Clause 10, tesa warrants that the Goods will be free from defects in material and workmanship for a period of six months from their initial use by the Buyer or by a customer of the Buyer to whom the Buyer resells the Goods or six months from the date of their delivery, whichever period is the first to expire, provided that:-
- 10.1.1. any such defects shall be found to tesa's reasonable satisfaction to have arisen from tesa's faulty workmanship or materials;
- 10.1.2. the defective Goods shall be returned to tesa's premises at the Buyer's expense if so requested by tesa; and
- 10.1.3. the defective Goods are to have a minimum shelf life of 6 months; and provided further that this warranty shall not apply to the extent that:-
- 10.1.4. the defect in the Goods arises from any drawing, design or Specification supplied by the Buyer; or
- 10.1.5. damage is caused by accident or normal wear and tear or by any act, default or misuse of the Goods by the Buyer or any third party or by failure to follow any instructions supplied with the Goods (including but not limited to damage caused by use after any date specified as the last date for use or (if

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- applicable) by use of Goods not marked or coded as sterile for purposes requiring sterile materials); or
- 10.1.6. the Goods have been used in conjunction with equipment or materials the use with the Goods or Specification of which has not been approved in any instructions supplied with the Goods or otherwise approved in writing by a director or other duly authorised signatory of tesa; or
- 10.1.7. the Goods have been altered, modified or repaired other than at tesa's premises or by a third party not expressly nominated or approved in writing by a director or other duly authorised signatory of tesa.
- 10.2. Where any valid claim is made under the above warranty, tesa shall be entitled to replace the Goods (or the part in question) free of charge or, at tesa's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but, save as provided in Clause 10.6, tesa shall have no further liability to the Buyer.
- 10.3. Any requests by the Buyer for an Order of Goods to be returned and refunded by tesa under the above warranty will be accepted at tesa's discretion. Returns which are accepted by tesa will be subject to a fee of 20% of the total value of the Order, which will be deducted by tesa before returning the price paid for the Order to the Buyer.
- 10.4. The above warranty does not extend to materials not manufactured by tesa (in respect of which the Buyer shall use reasonable endeavours to procure so far as it is able that the Buyer be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to tesa in respect of such materials).
- 10.5. The above warranty in this Clause 10 is given in lieu of and to the exclusion, so far as is permitted by law, of all other warranties, conditions, representations and undertakings express or implied by statute or otherwise as to satisfactory quality or fitness for purpose or as to any other matter.
- 10.6. Nothing in the Contract limits any liability which cannot be legally limited, including liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 10.7. Subject to Clause 10.6 and Clause 13, tesa's total liability to the Buyer shall not exceed £100% of the total price of the Goods.
- 10.8. Subject to Clause 10.6, liability for the following types of losses are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
- 11. Indemnity Obligation of the Buyer**
- If the Buyer resells the Goods, the Buyer shall indemnify tesa in full and on demand against all liabilities, losses, costs, expenses and damages (including professional costs and expenses) arising from or in connection with any third party claims, including without limitation product liability claims.
- 12. Termination and Suspension**
- 12.1. Without prejudice to any other right or remedy of tesa, tesa shall be entitled forthwith by notice in writing to the Buyer to terminate the Contract with immediate effect if any of the following events occur:-
- 12.1.1. the Buyer commits a material breach of any condition of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so; or
- 12.1.2. the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); or
- 12.1.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 12.1.4. the Buyer ceases, or threatens to cease, to carry on its business; or
- 12.1.5. tesa reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 12.2. The Buyer shall notify tesa forthwith of the happening of any of the events referred to in Clauses 12.1.2, 12.1.3, or 12.1.4 and, without limiting its other rights or remedies, tesa may suspend provision of the Goods under the Contract or any other contract between the Buyer and tesa if the Buyer becomes subject to any of the events listed in Clauses 12.1.2 to 12.1.4, or tesa reasonably believes that the Buyer is about to become subject to any of them.
- 12.3. If for any cause whatsoever beyond its reasonable control tesa is unable to make any delivery on the applicable delivery date or perform any of its other obligations under the Contract tesa may by notice in writing to the Buyer terminate the Contract or suspend performance of the Contract in respect of any one or more deliveries affected by such cause beyond its reasonable control, without liability for any loss or damage thereby incurred by the Buyer.
- 13. Intellectual Property Rights**
- 13.1. If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other intellectual property rights of any other person (a "Claim"), then, save as provided in Clause 13.2 below, tesa shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the Claim, or paid or agreed to be paid by the Buyer in settlement of the Claim, provided that:-
- 13.1.1. tesa is given full control of any proceedings or negotiations in connection with the Claim;
- 13.1.2. the Buyer shall allow its name to be used in any proceedings or negotiations and shall give tesa all reasonable assistance for the purposes of any such proceedings or negotiations;
- 13.1.3. except pursuant to a final award, the Buyer shall not pay or accept any Claim, or compromise any proceedings arising out of or relating to the Claim without the prior consent in writing of a director or other duly authorised signatory of tesa;
- 13.1.4. the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
- 13.1.5. tesa shall be entitled to the benefit of, and the Buyer shall accordingly account to tesa for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any Claim; and
- 13.1.6. without prejudice to any duty of the Buyer at common law, tesa shall be entitled to require the Buyer to take such steps as tesa may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which tesa is liable to indemnify the Buyer under this Clause 13.

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- 13.2. In no event shall tesa have any liability under this Clause 13 with respect to any Claim arising from the use of any Specification or any other drawing, design or Specification or any tooling supplied by the Buyer or the use of the Goods in combination with any other product or equipment not supplied by tesa, or, if supplied by tesa, not specifically authorised in writing by a director or other duly authorised signatory of tesa for use in combination with the Goods.
- 13.3. If a Claim is successful or tesa considers that it is likely to be successful, tesa may, at its option or as part of a settlement, procure for the Buyer to continue using or distributing the Goods, modify the Goods so that they are non-infringing or terminate the Contract in so far as it applies to the Goods subject to the Claim, in which latter case tesa shall refund to the Buyer the price paid for such Goods.
- 13.4. This Clause 13 states the entire obligation and liability of tesa to the Buyer with respect to intellectual property rights.
- 14. Trade Marks**
- 14.1. The Buyer shall ensure that any trade marks of tesa or other words or marks affixed to or used in relation to the Goods are not obliterated, obscured or omitted and the Buyer shall not add, affix or use any additional words or marks to or in relation to the Goods in either case without the prior consent in writing of a director or other duly authorised signatory of tesa.
- 14.2. The Buyer shall not use on or in relation to any Goods which are processed or altered in any way by the Buyer, any trade marks of tesa or any other words or marks affixed to or used in relation to the Goods by tesa, without the prior consent in writing of a director or other duly authorised signatory of tesa.
- 15. Materials**
- 15.1. The Buyer shall be charged for the acquisition or production by tesa of any artwork, blocks or tooling needed to produce Goods to the Buyer's design or Specification, if applicable. Such artwork, blocks and tooling and any and all intellectual property rights in them however shall be and remain the property of tesa, but tesa undertakes to use the same only for production of Goods for the Buyer.
- 15.2. Any materials, artwork, blocks or tooling or other property supplied by the Buyer to tesa for the purposes of this Contract shall be held by tesa at the risk of the Buyer and the Buyer shall remain responsible for the insurance thereof.
- 16. Data Protection**
- Any personal data processed by tesa for the purpose of the Contract shall be in accordance with its privacy policy, available at the following link: <https://www.tesa.com/de/ueber-uns/rechtliche-hinweise/privacy-policy-new>.
- 17. General**
- 17.1. No waiver by tesa of any breach or obligation of the Buyer pursuant to this Contract shall constitute a waiver of any other prior or subsequent breach or obligation.
- 17.2. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.3. tesa may at any time assign all or any of its rights or obligations under the Contract. The Buyer shall not be entitled to assign or sub-let the benefit or burden of this Contract or any part to any other party without the prior consent in writing of a director or other duly authorised signatory of tesa.
- 17.4. The expiration or determination of the Contract, howsoever arising, shall be without prejudice to any provisions of the Contract which are to have effect after the date of expiration or determination.
- 17.5. The headings to these Terms of Sale are for convenience of reference only and shall have no effect on the construction of the Terms of Sale.
- 17.6. If any provision of these Terms of Sale is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms of Sale and the remainder of the provision in question shall not be affected.
- 17.7. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8. The Contract constitutes the entire agreement between tesa and the Buyer. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.9. The Buyer undertakes to comply with the provisions of the tesa Code of Conduct. This can be found at: [www.tesa.com](http://www.tesa.com) If the Buyer violates the provisions of the tesa Code of Conduct, tesa is entitled to terminate the Contract without notice to the Buyer. Termination without notice requires that tesa has previously warned the Buyer in writing and unsuccessfully requested the Buyer to remedy the non-compliance with the provisions of the Code of Conduct within a reasonable period of time.
- 18. Governing Law**
- The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 19. Jurisdiction**
- Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 20. Notices**
- All notices required to be given by either party to the other under the Contract shall not be effective unless in writing and sent to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice shall be deemed to have been received on the second Business Day after posting.

**Please note:** The quality of the tesa® products is tested on a continuous basis at the highest possible level and is thus subject to strict controls. All information and recommendations are given by us to our best knowledge based on our practical experience. Nevertheless, tesa does not assume any express or implied warranty for the suitability of a tesa® product for certain purposes that have not been expressly agreed between tesa and the Buyer in writing. For this reason, the Buyer is responsible for the decision on whether a tesa® product is suitable for a certain purpose and for the Buyer's type of use, provided the product complies with the properties, features and performance characteristics that have been specifically agreed. Should you require assistance in this regard, our technical staff would be happy to advise you.