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TERMS AND CONDITIONS OF PURCHASE

tesa tape, inc.

1. CONTRACT: (a) The Purchase Order and these Terms and Conditions (collectively, the “Order”) constitutes the entire contract between the parties with respect to this Order. Acceptance is limited to the terms hereof and no revision of this Order by Seller, nor any additions thereto by Seller, shall be effective (whether or not in Seller’s acknowledgement or other form) unless agreed to in writing by Buyer’s authorized representative. Buyer shall be entitled to cancel the order, without cost to Buyer, if Buyer has not received the copy of the Order signed as confirmation within two weeks of its receipt by Seller. Shipment of any Work ordered hereunder or Seller’s acknowledgement of the Order constitutes acceptance of all terms and conditions hereof.

(b) In the event of any inconsistency between these Terms and Conditions and any supplemental conditions attached hereto, such supplemental condition shall prevail.

(c) tesa tape inc., tesa Plant Sparta LLC, or any wholly owned subsidiary of tesa tape inc., as stated in the Purchase Order, (“Buyer”) shall have the right to make changes within the general scope of this Order by written change order, but no additional charge will be allowed unless authorized in writing by Buyer. If such changes affect the delivery schedule or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment. Seller’s right to any adjustment in compensation, delivery schedule, or both, as a result of any change initiated by Buyer pursuant to this section, is expressly conditioned upon Seller providing Buyer with a written request for adjustment within ten (10) days after receipt of Buyer’s change order. Seller’s request for an adjustment must include a statement setting forth in reasonable detail Seller’s estimate of the change in its costs or the delivery schedule, if any, together with any proposed adjustment in compensation, delivery schedule, or both. Failure to request a change within ten (10) days of the date Seller knew or should have known of the need to request such a change shall be deemed a waiver of the right to a change for that occurrence.

2. DEFINITION: “Work” means services, materials, equipment and any other articles provided by Seller covered by this Order.

3. PRICE: This Order shall not be filled at higher prices than specified herein. If price is omitted, the Work shall be billed at price last quoted or paid, or at the prevailing market price, whichever is lower.

4. DELIVERY: If any shipment or delivery is made which is not in all respects in accord with this Order (including but not limited to time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Order as repudiated by the Seller and cancel any outstanding deliveries hereunder, without prejudice to Buyer’s right to claim damages or to enforce any other remedy provided by law. Seller shall be liable for all expenses of transportation or storage, if any, resulting from such rejection and Buyer may return such Work to Seller at Seller’s expense.

5. SPECIFICATIONS: Buyer shall have the right to inspect at Seller's plant or on receipt, at its election, any and all Work and to reject any Work which does not conform to Buyer's specifications, as set forth in the Purchase Order, or, if not specified, which does not conform to standard specifications. Seller shall be liable for all costs incurred and damages sustained by Buyer as a result of rejections made under this section and Buyer may return such Work at Seller's expense. Buyer's prior payment does not waive Buyer's right to inspect all Work and does not constitute acceptance of such Work.

6. WARRANTY:

(a) Quality of Services. Seller represents and warrants that any Work in the nature of services purchased under this Order will: (i) be performed in a good and workmanlike manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services); (ii) meet the terms of this Order; (iii) comply with applicable specifications; and (iv) be free from defects.

(b) Quality of Materials and Equipment. Seller represents and warrants that any Work in the nature of materials, equipment or other articles purchased under this Order, and every part of them and their packaging shall: (i) conform with the description by which they are ordered and any applicable specifications; (ii) be in all respects suitable for the particular purpose or use for which they are purchased by the Buyer, if Seller knows or has reason to know the purpose or use; (iii) be new and not reconditioned (unless otherwise specified in this Order); and (iv) free from defects in design, materials or workmanship for one (1) year from Acceptance of the Work or such longer period as is set forth in the manufacturer's warranty or elsewhere in this Order or other related documents.

(c) Warranty Claims. Upon receipt of written notice from Buyer of a warranty claim, Seller shall, if required by Buyer, at Seller's sole expense, promptly repair, reperform, correct or replace as determined by Buyer, all portions of the Work that fail to conform to these warranties. Upon Seller's failure or refusal to do so within a reasonable time, Buyer may, at its sole discretion, do so or retain a third party to do so at Seller's expense and, in such event, Seller shall promptly refund to Buyer the portion of the compensation paid to Seller for the defective Work, together with direct costs incurred by Buyer for any repair, replacement, correction, reperformance or removal of defective Work.

7. PACKING: Buyer is not responsible for any charge for packing, boxing, storage or cartage.

8. EXCUSABLE DELAYS: Neither party shall be liable for any delay or failure of performance due solely to strikes or other labor difficulties; war; riots; requirements, actions or failures to act on the part of governmental authorities; flood; fire; damage to or breakdown of necessary facilities or other causes beyond its control and without its fault or negligence, provided that the party subject to such delay shall have given written notice to the other of any such cause for delay or anticipated delay promptly following the commencement thereof. Written notifications must contain a full and complete explanation of the delay, its cause, and the actions the affected party is taking and proposes to take to overcome or minimize the impact of the event on its performance pursuant to this Order. If Seller should be unable, due to such a cause to meet all of its delivery commitments for the Work ordered herein as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such Work. Seller shall use its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account.

9. TITLE:

(a) Seller represents and warrants to Buyer that it owns all right, title and interest in and to all materials, equipment and other articles sold pursuant to this Order, or if not the owner, Seller has full authority to sell such materials, equipment and other articles to Buyer. To the extent that any Work incorporates Seller Pre-Existing Intellectual Property, Seller hereby grants to Buyer a perpetual, worldwide and royalty-free license to use and practice such Seller Pre-Existing Intellectual Property. Such license shall be provided at no cost beyond the price specified in this Order. "Seller Pre-Existing Intellectual Property" means all intellectual property, including, without limitation, all drawings, designs, specifications, reports, findings, recommendations, data, software, or related documentation conceived, created, developed or reduced to practice by Seller prior to the performance of the Work under this Order, and all copyrights, patents and other intellectual property rights therein.

(b) Title to, and risk of loss of, materials, equipment or other articles purchased under this Order shall rest upon Seller until such materials, equipment or other articles are delivered at the F.O.B. point specified in the Order or, if no such point is given, then when they are delivered to a public carrier consigned to Buyer, or are delivered to Buyer, whichever delivery shall occur first. However, if materials, equipment or other articles purchased are explosive, inflammable, toxic or otherwise dangerous in nature, Seller shall at its expense indemnify, hold harmless and, at Buyer's sole option, defend Buyer, its affiliates, and each of their respective directors, officers, employees, contractors and agents (each an "Indemnitee") from and against any and all claims, demands, costs, losses, liabilities, suits or other proceedings threatened, brought or asserted against such Indemnitee by any third party (each a "Third Party Claim") arising out of or relating to any personal or property damages caused by such materials, equipment or other articles, or by the transportation thereof, prior to the completion of unloading such materials, equipment or other articles at Buyer's facility.

10. INSURANCE OF MATERIALS: Seller shall not insure the Work for Buyer's account unless the terms of this Order so require.

11. INTELLECTUAL PROPERTY OWNERSHIP:

(a) Except as otherwise provided in this Order, as between Buyer and Seller, Buyer will retain ownership of all information, designs, materials, and data provided to Seller. Furthermore, Buyer may disclose any information, designs, materials, or data related to the Work (including Seller Confidential Information) to third parties for the purposes of performing repair, construction, inspection, or maintenance, provided that the third parties undertake to maintain any applicable confidentiality obligations.

(b) All Work produced pursuant to this Order, and all intellectual property rights in such Work is understood by the parties to be "work made for hire" under the laws of the United States and shall be the sole and exclusive property of Buyer. If the Work or any portion thereof is not deemed to be work made for hire under 17 U.S.C. § 101, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts all right, title and interest in and to all copyrights and other intellectual property rights in the Work. Seller agrees that, despite any notices or markings to the contrary, Buyer owns all right, title and interest in and to and has the unrestricted right to reproduce and use any and all Work created, invented, developed or produced pursuant to this Order, including all derivative works thereto. Seller agrees to execute any other documents or to provide any further materials or documentation necessary in

order to effect the intent of this paragraph and the purpose of this assignment or to substantiate Buyer's ownership of the Work. Seller will retain sole and exclusive ownership of all Seller Pre-Existing Intellectual Property.

12. INFRINGEMENT: Seller shall at its expense indemnify, hold harmless and, at Buyer's sole option, defend any Indemnitee from and against any and all Third Party Claims based in whole or in part on an allegation that all or any portion of the Work, or use thereof for its intended purpose, constitutes an infringement of any Third Party Claim of patent, copyright, trademark, or a misappropriation of a trade secret, and pay all of each Indemnitee's costs in connection with, arising from, or relating to any such Third Party Claim, including but not limited to any judgment, amounts paid in settlement, fines, penalties, forfeitures, and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature. In addition, at Buyer's option and at no cost to Buyer, Seller shall (i) procure for Buyer the right to continue using the Work, or applicable portion thereof, (ii) replace all that infringes with substantially equivalent noninfringing replacements, (iii) modify same to be noninfringing, or (iv) pro-rate and refund such compensation as is attributable to the applicable Work. The indemnity provisions of the section will not apply to the extent that the Work was modified by Buyer or was combined by Buyer with items not furnished pursuant to this Order and the Third Party Claim is brought against Buyer solely by reason of that modification or combination.

13. LABOR: Seller represents and warrants that it shall employ, or obtain the services of, competent and qualified personnel to perform the Work. If this Order covers the performance of labor on Buyer's premises, Seller shall at its expense indemnify, hold harmless and, at Buyer's sole option, defend Buyer against all Third Party Claims for injury or damage to any person or property arising out of or relating to the performance of this Order on Buyer's premises.

14. SUBCONTRACTORS:

(a) The Seller may delegate contractual services to qualified, experienced and competent third parties (each a "Subcontractor"), if approved in accordance with this section, provided, that Seller will not be relieved of any duty or liability under this Order by reason of such engagement and will remain responsible to Seller for the full performance of this Order. Seller is responsible for the acts and omissions of its Subcontractors to the same extent as if Seller had committed such acts and omissions itself. In addition, the Seller shall remain liable towards the Buyer for the actions of any Subcontractors hereunder. The Seller shall identify in writing the names of any Subcontractors to the Buyer before placing orders with/engaging them and Buyer shall pre-approve the use of such subcontractors in writing. The Buyer may reject the named subcontractors at its sole, unfettered discretion.

(b) Seller shall supervise and coordinate the subcontractors. Communications between Subcontractors and the Buyer shall take place only through Seller. Seller shall ensure that the subcontractors are available at all times to respond to queries from the Buyer and for meetings with the Buyer or other parties involved in the project.

(c) The Seller shall require that the subcontracting agreements be drafted in such a manner so as to obligate the Subcontractor to provide to the Seller, in the same manner and to the same extent that the Seller is bound and obligated to the Buyer under this Order, the same certainty of costs and deadlines, provisions relating to excusable delays and preparation/planning for potential delays (such as those found in Section 8), and insurance requirements. The Seller shall also include, in subcontracting

agreements, (i) a provision that further subcontracting is only permitted with the prior written approval of the Buyer, (ii) provisions requiring that Subcontractors shall comply with all relevant laws to the same extent as Seller is required to do so under Section 17, (iii) provisions requiring that Subcontractors shall maintain insurance to the same extent as required by Seller under Section 15 and that Subcontractors shall provide certificates evidencing compliance with such requirement upon Buyer's request, (iv) provisions requiring that Subcontractors shall indemnify Buyer to the same extent as Seller is required to do so under Section 27, and (v) provisions requiring that Subcontractors shall protect Confidential Information and Personally Identifying Information (as both are defined in Section 20) to the same extent that Seller is required to do so under Section 20.

15. INSURANCE: Seller shall maintain, and, upon Buyer's request, furnish Buyer with a certificate from Seller's insurance carriers showing that it carries: (i) adequate workmen's compensation insurance providing benefits in accordance with the statutory benefit laws of the state or states where the Work is to be performed (or any associated materials or equipment created); (ii) employer's liability insurance; and (iii) public liability and property damage insurance and showing the amount of coverage, number of policy and date of expiration. If Seller is a self-insurer, it shall arrange to have the Department of Labor or other appropriate agency in the State in which said labor is to be performed, furnish a certificate of same to Buyer.

16. TAXES: Unless otherwise provided herein, prices shown on this Order are deemed to include all taxes not expressly imposed by law on the Buyer of the Work.

17. COMPLIANCE WITH LAW: In the performance of this Order Seller shall comply with all laws, ordinances, rules and regulations Federal, State and Local applicable thereto. Seller represents and warrants that the Work purchased by Buyer hereunder was produced and/or performed in compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations, including but not limited to the Fair Labor Standards Act as amended, 29 United States Code Section 201 et seq.; 41 C.F.R. Sections 60-1.4(a), 60-300.5(a), and 60-741.5(a); the Americans with Disabilities Act, 42 United States Code Section 12101 et seq.; Executive Order No. 12138 (Utilization of Women Owned Firms) and the Small Business Act, 15 USC Section 631 et seq., and all rules and regulations promulgated thereunder as said order, law, rules and regulations may be amended, modified and/or superseded, all of which are hereby incorporated by reference.

18. LIMITATION OF LIABILITY: Buyer shall not be liable hereunder for consequential or punitive damages (including lost profits) even if it has been advised of their possible existence.

19. DESIGNS, TOOLS, ETC.:

(a) If the materials hereunder are to be produced by Seller in accordance with designs, drawings or blueprints furnished by Buyer, Seller shall use such designs, drawings or blueprints solely for purposes of fulfilling this Order and shall return all copies of the same to Buyer at Buyer's request upon completion or cancellation of this Order.

(b) Unless otherwise agreed herein Seller shall at its expense supply all material, equipment, tools and facilities required to perform this Order. Any material, equipment, tools or other property furnished by the Buyer or specifically paid for by it shall be Buyer's property. Any such property shall be used only in filling orders from Buyer and may on demand be removed by Buyer without charge.

Seller shall use such property at its own risk and shall be responsible for all loss of or damages to the same while in Seller's custody. Seller shall at its cost store and maintain all such property in good condition and repair. Buyer makes no representations or warranties of any nature with respect to any property it may furnish.

20. CONFIDENTIAL INFORMATION:

(a) Confidential Information Defined. For purposes of this Order, the term "Confidential Information" means each party's proprietary and confidential information in any medium including but not limited to: (i) any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula, test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor or business information, whether in oral, written, graphic or electronic form; (ii) any document, diagram, photograph, drawing, computer program or other communication that is either conspicuously marked "confidential" or the like or is known or reasonably should have been known by the other party to be confidential, or is of a proprietary nature, and is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties; (iii) all Personally Identifiable Information; and (iv) any memoranda, notes, correspondence, facsimile transmissions, e-mail messages, recordings and all other materials that contain, summarize or describe any portion of that which is mentioned in items (i), (ii) or (iii) above. For purposes of this Order, the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving information from the Disclosing Party, whether directly or indirectly, is referred to as the "Receiving Party." "Personally Identifiable Information" means any and all personally identifying information about any individual customer, shareholder, employee (including former employees), contractor, or family member of an employee of Buyer or any affiliate of Buyer, including but not limited to an individual's name, Social Security number, employee number, tax identification number, financial account information, birth date, physical address, e-mail address, user name, password, IP address, telephone number, health plan information, or medical information.

(b) Limited Use. The parties acknowledge that access to each other's Confidential Information is only for purposes of performing their respective obligations under this Order ("Authorized Use") and that they shall maintain the Confidential Information in the strictest confidence. Seller shall not, without first obtaining the express prior written permission of Buyer, which consent may be withheld in Buyer's absolute and sole discretion: (i) directly or indirectly use Buyer's Confidential Information in its business; (ii) manufacture and/or sell any product that is based in whole or in part on Buyer's Confidential Information; (iii) copy or modify Buyer's Confidential Information, or any copy or portion of it; or (iv) disclose Buyer's Confidential Information to any third party or any employee of Buyer and its affiliates who is identified to Seller by Buyer. Seller shall limit its disclosure of Buyer's Confidential Information to Seller employees and Subcontractors who have a legitimate need to receive the Confidential Information in order to accomplish the Authorized Use and who have agreed to be bound by the terms of this section. Buyer may disclose Seller's Confidential Information to (i) third party contractors and service providers in connection with Buyer's use and receipt of the Work (provided that they are subject to contractual obligations to keep such Seller Confidential Information confidential) and (ii) Buyer's affiliates. Without limiting the foregoing, in performing the obligations described in this Confidential Information Section, the Receiving Party shall conduct itself, and shall cause its employees to conduct themselves, in accordance with the same standard of care that it uses to

protect its own Confidential Information (but in no event less than a reasonable standard of care) with regard to the obligations described in this section.

(c) The Disclosing Party shall have sole and exclusive ownership of all right, title, and interest in and to its Confidential Information, including but not limited to ownership of all copyrights and trade secrets pertaining to that Confidential Information, subject only to the rights and privileges expressly granted by the Disclosing Party to the Receiving Party.

(d) The Receiving Party shall assume full responsibility for breaches of this Order by any of its employees, Subcontractors, consultants or agents or any of their respective employees. In the event of a breach, suspected breach or unauthorized release of the Disclosing Party's Confidential Information the Receiving Party shall provide immediate notice to the Disclosing Party regarding the incident or suspected incident.

(e) Confidential Information does not include anything that: (i) at the time it is disclosed to the Receiving Party, the information is already in the Receiving Party's possession or available to it or its employees from any other source having no obligation to the Disclosing Party; (ii) is or becomes available to the public without breach of this Order by the Receiving Party, its Subcontractors, consultants, or agents or any of their respective employees; or (iii) is at any time obtained by the Receiving Party from any person or entity having no obligation to or relationship with the Disclosing Party.

(f) Upon termination of this Order or at any time at the request of the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's request, all of the Disclosing Party's Confidential Information in its possession, regardless of format or medium, and whether in tangible or electronic form. If requested by the Disclosing Party, the Receiving Party shall certify in writing that it has satisfied the requirements of this section.

21. ASSIGNMENT:

(a) Seller. Unless Buyer grants prior written consent, Seller shall not assign any rights or delegate any duties or obligations pursuant to this Order or transfer or otherwise dispose of this Order or any part of it or its rights, title and interest in it, nor assign any monies due or to become due under it. Any assignment or delegation made by Seller without the express written approval of Buyer will be without effect. Any assignment of this Agreement to which Buyer consents will not relieve Seller of its responsibility for the due and full performance thereof. Seller will be liable to Buyer for all acts and omissions of its assignees or other transferees.

(b) Buyer. This Agreement, and any portion of it, will at all times be assignable by Buyer.

22. TERMINATION:

(a) Buyer may cancel this Order if Seller (i) files a voluntary petition under the Bankruptcy Code; (ii) makes a general assignment for the benefit of its creditors; (iii) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets; (iv) is adjudicated bankrupt; (v) ceases to carry on its business; or (vi) admits in writing its inability to, or is generally unable to, pay its debts as such debts become due.

(b) If Seller breaches this Order, then upon notice to Seller and Seller's failure to cure its breach within five (5) business days from the date of such notice, Buyer may, at its option, either remedy the breach or terminate this Order. If Buyer elects to remedy Seller's breach, Buyer may use whatever persons, entities, equipment, and materials it deems necessary to remedy the breach, and may recover from Seller all costs associated therewith.

23. SEVERABILITY: If any provision or any part or portion of any provision of this Order becomes or is declared to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties will be reduced only as much as is required to remove the unenforceability, and the balance of this Order will remain in effect.

24. INDEPENDENT CONTRACTOR: Seller's relationship to Buyer is that of an independent contractor, and neither Seller nor any of its Subcontractors, nor any employees of Seller or its Subcontractors are employees of Buyer. Seller assumes sole and complete responsibility for the employment, compensation, control and conduct of its employees. This Order is not intended to create any agency relationship, partnership or joint venture between the parties.

25. RIGHTS AND REMEDIES: The rights and remedies of the Buyer provided for herein in the event of a breach of the terms hereof are cumulative and not exclusive and are in addition to and not in substitution of the rights and remedies of the Buyer under the Uniform Commercial Code.

26. LAW: The rights and duties of all persons and the construction and effect of all provisions hereof shall be governed by and construed according to the laws of the State of North Carolina, without giving effect to its choice of laws principles.

27. INDEMNITY: To the extent allowed by law, Seller shall at its expense indemnify, hold harmless and at Buyer's sole option, defend any Indemnitee against any and all Third Party Claims, and to pay all of each Indemnitee's costs in connection with, arising from, or relating to any Third Party Claim, including but not limited to any judgment, amounts paid in settlement fees, penalties, forfeitures, and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature, in any manner arising out of, resulting from, caused by, or in connection with: (i) this Order; (ii) personal injury or death; (iii) property damage; (iv) violation of law; or (v) Seller's breach of this Order. Seller will not be liable under this section for any personal injuries, deaths, or property damage to the extent that they are caused by an Indemnitee's negligence, gross negligence or willful misconduct.

28. CODE OF CONDUCT: Seller shall adhere to the tesa Code of Conduct for suppliers, located at https://www.tesa.com/code_of_conduct. Any violations of the provisions shall be reported to tesa immediately. tesa reserves the right to terminate the contractual relationship in the event of compliance violations by the Seller or to take other appropriate measures to encourage compliance with the provisions of the tesa Code of Conduct for Suppliers.