

**tesa tape inc.**

5825 Carnegie Blvd  
Charlotte, NC 28209  
Phone: 704-553-4647  
Fax : 704-553-5632  
Email: [\\_azemke@tesatape.com](mailto:_azemke@tesatape.com)



## APPLICATION FOR CREDIT

Please complete all information to avoid processing delays.

For assistance please contact your *tesa tape inc.* Sales Representative: \_\_\_\_\_

### COMPANY INFORMATION

Please provide **legal company name** and billing address.

**FED TAX ID #**

**Company Name**

President/Owner

Address

Address

City

State

Zip

**SALES TAX:** Please attach Exemption Certificate for each state

STATE SALES TAX ID #

Accounts Payable contact

Phone

Fax

Email for emailed invoicing:

### BANKING INFORMATION

Please include account number & contact person.

**Bank Name**

Address

Address

City

State

Zip

**Account #**

Contact

Phone

Fax

Email

### TRADE INFORMATION

References may be attached on a separate page. Please include fax number & email address.

Company

Address

City

State

Zip

Contact

Phone

Fax

Email

Company

Address

City

State

Zip

Contact

Phone

Fax

Email

Company

Address

City

State

Zip

Contact

Phone

Fax

Email

### AUTHORIZATION

Credit application must be signed and dated to be considered for open credit with *tesa tape inc.*

*tesa tape inc.* is authorized to contact the persons identified in part II. and III. above to verify or otherwise make inquiry concerning credit worthiness of the applicant. The applicant understands and agrees that any decision to extend credit to the applicant is solely within the discretion of *tesa tape inc.* and *tesa tape inc.* may at any time discontinue providing credit to the applicant for any reason. *tesa tape inc.* will notify the applicant by a separate written letter of *tesa tape inc.*'s decision to extend or not to extend credit to the applicant. Unless otherwise specified in writing by an authorized officer of *tesa tape inc.*, ***tesa tape inc.*'s standard payment terms are Net 30 days** from the date of invoice. An additional charge 1-1/2% per month, but not to exceed the lawful maximum, may be added on any amount that is 30 days in arrears of payment. *tesa tape inc.* reserves the right to select venue, rule of law and applicant agrees to accept service of process and waives any right to trial by jury. This contract excludes the covenants of the convention for international sale of goods. Buyer shall be responsible for all costs of collection, including reasonable attorney's fees and court costs, incurred by *tesa tape inc.* in collecting or attempting to collect any amounts owed by Buyer.

**The undersigned agrees to abide by *tesa tape inc.*'s Terms and Conditions of Sale (Enclosed) :**

Authorized Signature

Date

Please print Name

Title

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applications on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

CREDITAP REV 10/19tl

## TERMS & CONDITIONS OF SALE

The following Terms and Conditions (the "**Terms**") shall govern all orders (each, an "**Order**") for goods (the "**Goods**") from tesa tape, inc. ("**tesa tape**") by prospective purchasers of such Goods (each, a "**Buyer**").

- Orders:** All Orders for Goods shall contain the following: (a) the identity of the Buyer; (b) the identity of the Goods being ordered; (c) the quantity of Goods requested; and (d) the requested shipment date. All Orders are subject to acceptance by tesa tape, and shall be accepted or rejected by tesa tape in its sole discretion. All Orders must be placed for full cases only (no split cartons). tesa tape will not accept "hold for release" Orders. tesa tape also expressly reserves the right to reject all Orders from distributors that do not meet the requirements of the tesa tape distributor program. If Buyer issues a purchase order or other form relating to an Order, Buyer agrees that such form is issued for purposes of authorization and internal use only and shall not in any way revise or modify these Terms. The issuance of an invoice or other confirmation of an Order by tesa tape shall not constitute an acceptance of any printed provisions contained in the Buyer's form that are inconsistent with, or additional to, these Terms, unless such changes are expressly agreed in writing by tesa tape and Buyer. No sales or service representative of tesa tape is authorized to alter, vary or waive any of these Terms.
  - Prices:** All prices for Goods are subject to change without notice. Orders for immediate shipment will be billed at the price in effect on the date the Order is received by tesa tape. Orders specifying future-dated shipments will be billed at the price in effect on the date of shipment, unless other prior written arrangements have been accepted by tesa tape in accordance with [Section 1](#) above. Any quantity prices provided by tesa tape shall apply to single shipments of Goods only. tesa tape shall assort all Goods shown on the price list (except those Goods specifically excluded and so marked on the price list) for single shipments in order to give Buyer the best quantity prices. All sizes of Goods not set forth on the then-current price list may be subject to a surcharge. tesa tape reserves the right to levy additional charges for Buyer requests requiring any additional documentation regarding the Goods or Order by tesa tape.
  - Taxes:** tesa tape's prices do not include any present or future sales, use, excise or other municipal, state or federal taxes. Consequently, in addition to the prices specified on the applicable price list, Buyer shall pay, or reimburse tesa tape for the payment of, any and all governmental taxes, charges or duties of every kind (excluding any tax or millage based upon tesa tape's net income or property) with respect to the production, processing, transportation, export, import, storage, delivery, sale or promotion of the Goods.
  - Cancellation.** Following acceptance of an Order by tesa tape, Buyer may cancel any portion of the Order prior to shipment, if and only if, the cancelled Goods have been expressly specified by tesa tape to be stock items. Any requests for cancellations must be made in writing to tesa tape. If only a portion of the initial Order is canceled by Buyer, the remaining items must meet applicable minimum Order requirements or Buyer may incur additional freight charges.
- Orders for non-stock Goods may not be cancelled by Buyer, and tesa tape shall not refund any payment made for non-stock Goods.**
- Terms of Payment:** Unless otherwise specified in writing, **tesa tape's standard payment terms are Net 30 days from the date of the invoice.** In case of partial shipments, the applicable payment terms apply to the amounts invoiced for the portion of such Order shipped to Buyer. If any shipment is delayed by request of Buyer, payments become due as if shipment had been made on the original shipment date. tesa tape may add an additional charge of 1.5% per month, but not to exceed the lawful maximum, on any amount that has not been paid more than 30 days following the applicable due date. If, at any time between the receipt of the Order and final delivery of the Goods, the financial condition of Buyer reasonably justifies such request, tesa tape may require adequate assurance of Buyer's due performance and may suspend delivery until such assurance is received. Buyer shall pay the full purchase price of the Goods and any other amount due hereunder regardless of any offset or claim which may be asserted by Buyer or on Buyer's behalf against tesa tape. Buyer shall have no right to withhold or set off any payments to compensate for any claims against tesa tape, and Buyer waives any and all existing or future claims and offsets against the full purchase price of the Goods or any other payments due hereunder. In the event that Buyer disputes an invoice (or any portion thereof), Buyer shall pay the undisputed portion as required by this Agreement and, upon resolution of the dispute, Buyer promptly shall pay any further amount (if any) due and owing. Buyer shall be responsible for all reasonable costs of collection, including attorneys' fees, incurred by tesa tape in collecting or attempting to collect amounts owed by Buyer.
  - Termination:** tesa tape shall have the right to terminate any Order, in whole or in part, for any reason at tesa tape's convenience upon written notice to Buyer. Such notice shall specify the effective date and the extent of termination. Upon such termination, Buyer agrees to waive all claims for damages including, but not limited to, any claim for loss of profits, and tesa tape shall refund to Buyer any payment made by Buyer for the undelivered portion of any such Order.
  - Standard Delivery:** All prices for Goods are F.O.B. tesa tape's factory, distribution center or warehouse. Buyer shall be responsible for the cost of shipment of, and risk of loss for, the Goods to Buyer's specified destination. Unless Buyer requests shipment by a designated carrier and pays such carrier directly, shipping charges shall be prepaid by tesa tape and invoiced to Buyer at actual cost. If, pursuant to the applicable accepted Order, tesa tape will pay the applicable freight charges, tesa tape shall deliver the Goods F.O.B., point of shipment with transportation charges prepaid via lowest cost routing. tesa tape shall deliver the Goods as reasonably practicable after receipt of the Order. Any estimated time of delivery provided by tesa tape is an estimate only, and tesa tape shall not be liable for delayed delivery. In no event shall any Order accepted by tesa tape be subject to cancellation by Buyer as a result of delays in delivery or for any other cause, except by the mutual written agreement of tesa tape and Buyer.
  - Partial Delivery:** Unless otherwise agreed in writing at the time an Order is placed, tesa tape reserves the right to make partial shipments of the Goods and to submit invoices for such partial shipments. If any portion of the Goods is not delivered or undeliverable by tesa tape, or is not in accord with the description contained in the applicable Order or other terms hereof, the Order for the remainder of the Goods and the respective obligations of Buyer and tesa tape in connection therewith shall in no way be affected.
  - Critical Delivery:** In the event that Buyer requests same-day shipment of the Goods, the Order must be completed and received by tesa tape prior to 11:30am EST on a business day in which tesa tape is accepting Orders. Notwithstanding the foregoing, tesa tape shall have the right to accept or reject any Order for same-day shipment, in its sole discretion. All such Orders shall be subject to additional freight charges, as provided to Buyer by tesa tape upon shipment of the Goods.
  - Risk of Loss/Title:** Delivery of the Goods by tesa tape shall be completed, and title to the Goods shall be deemed to pass to Buyer, upon tender of the Goods to the carrier at the point of shipment. Buyer assumes responsibility for all risk of loss and damage to the Goods after the Goods are tendered to the applicable carrier.
  - Warranty:** Unless otherwise specified in writing by tesa tape, tesa tape warrants that the Goods shall be free from defects in material and workmanship under normal use, service and Proper Storage Conditions for a period of one year following the date of shipment of such Goods. Notwithstanding the foregoing, tesa tape warrants that electrical and electronic products shall be free from defects in material and workmanship under normal use, service and Proper Storage Conditions for a period of six months following the date of shipment. For purposes of this [Section 11](#), "Proper Storage Conditions" shall mean: (a) 68-72 degrees Fahrenheit (20-22 degrees Celsius); (b) no more than 50% relative humidity; (c) limited exposure to direct UV light sources; and (d) stored flat, if applicable. Notwithstanding the foregoing, tesa tape repulpable tapes have a defined shelf life set forth for such Goods, and must be stored in accordance with the temperatures and relative humidity expressly provided by tesa tape for such Goods.
  - Warranty Returns:** If any Goods fail to conform to the foregoing warranty, Buyer's sole and exclusive remedy shall be limited to replacement of the nonconforming Goods. In the event Buyer elects to pursue such remedy, Buyer must contact tesa tape regarding such warranty claim. If tesa tape determines, in its reasonable discretion, that such Goods are defective pursuant to the terms hereof, then tesa tape will issue a Return Material Authorization Number for Buyer to return the affected Goods to tesa tape and receive replacement Goods therefor. Replacement Goods provided to Buyer by tesa tape may be new, equivalent to new, or refurbished, and will be in good working order and at least functionally equivalent to the Goods being replaced. Unless tesa tape requests shipment by a designated carrier selected by tesa tape and pays such carrier directly, inbound shipping charges shall be prepaid by Buyer and reimbursed by tesa tape. tesa tape shall further pay all outbound shipping charges, which shipment shall otherwise be subject to the terms and conditions set forth at [Section 7](#). tesa tape shall have the right to charge its then-applicable restocking fee for all returned Goods. Any nonconforming Goods that have been replaced by tesa tape shall become the property of tesa tape.
  - WARRANTY DISCLAIMER: THE FOREGOING LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND TESA TAPE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICES.** Any information, recommendations and descriptive information furnished by tesa tape do not, and shall not, constitute a warranty. The Goods are sold upon the understanding that Buyer will independently determine the suitability of the Goods for its purposes. All properties of the Goods described in tesa tape price lists, catalogs and other descriptive materials are averaged values, and should not be used in determining specifications or use of such Goods by Buyer.
  - Inspection:** Buyer shall notify tesa tape in writing of any claim or objection reasonably discoverable upon inspection of the Goods within 60 days after receipt of the Goods by Buyer. The retention of the Goods beyond this period, or the use of the Goods for any purpose whatsoever, shall constitute an unconditional acceptance of the Goods by Buyer and no claim or liability against tesa tape shall survive or be enforceable against tesa tape beyond this period, except as otherwise expressly set forth herein. Claims for shortages must be made in writing within 30 days after Buyer's receipt of the Goods.
  - Non-Warranty Returns:** Goods not otherwise subject to [Section 12](#) herein may not be returned without prior written authorization from tesa tape, which may be withheld in tesa tape's sole discretion, and in all events no more than 60 days following the date of shipment. If tesa tape elects to accept return of such Goods, tesa tape will issue a Return Material Authorization Number for Buyer to return the Goods to tesa tape. tesa tape shall have the right to charge its then-applicable restocking fee for all returned Goods, and Buyer shall pay the cost of delivering the Goods to tesa tape's facility, along with all outbound charges pursuant to [Section 7](#). Only full cases will be accepted for return. All returned Goods shall become the property of tesa tape.
  - Subsequent Purchasers:** In the event Buyer subsequently sells the Goods to a third-party purchaser, or incorporates the Goods into products sold to a third party, only those representations and warranties contained herein and pertaining to the Goods shall apply to such sales to a third party and the Goods following such sales. Buyer's agreement with any such third-party purchaser shall include terms and conditions regarding Confidential Information and use of the Goods that afford at least as much protection to tesa tape as such terms set forth herein, and tesa tape shall have no liability for any representations or warranties made by Buyer in addition to, or inconsistent with, the representations and warranties contained herein. tesa tape's liability in regard to any Goods shall, notwithstanding any agreement to the contrary between Buyer and a third party purchaser of the Goods, remain at all times solely as set forth in these Terms. Buyer shall indemnify, hold harmless and defend tesa tape from and against any Claims related to representations or warranties regarding the Goods made by Buyer or any other third party that are in addition to or inconsistent with the limited representations and warranties made herein by tesa tape or any failure by Buyer to provide tesa tape such protections as are set forth herein.
  - Confidential Information:** Without the prior written consent of tesa tape, Buyer (a) may use and/or reproduce Confidential Information only as is necessary for performance of its obligations under this Agreement and (b) shall not disclose Confidential Information to any other person or entity other than its employees, agents, affiliates and contractors (in each case, with a need to know and who are subject to appropriate confidentiality policies or are bound by appropriate confidentiality agreements with terms at least as protective as the terms set forth herein) or to Buyer's legal counsel with a need to know. The Confidential Information shall be owned solely and exclusively by tesa tape. Upon the reasonable request of tesa tape, all Confidential Information, together with any copies that may be authorized herein, shall be returned to tesa tape or, if requested by tesa tape, certified destroyed by Buyer. tesa tape shall have the right to seek injunctive relief, without the necessity of posting any bond, upon any violation or threatened violation of the terms of this [Section 17](#), in addition to all other rights and remedies available at law or in equity. For purposes of this [Section 17](#), "Confidential Information" shall mean any information provided or disclosed by tesa tape or its agents to Buyer that is: (i) fixed in a tangible medium and marked as the confidential or proprietary information; (ii) provided or disclosed by or on behalf of tesa tape and stated to be confidential or proprietary at the time the information is provided; or (iii) not falling within any of the prior clauses, but which a reasonable person would conclude is of a confidential nature given the facts and circumstances of such disclosure, expressly including any trade secrets of tesa tape, or other information regarding the business plans, processes and procedures of tesa tape, or the composition or specifications of, or other intellectual property related to, the Goods. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information of tesa tape that Buyer can demonstrate by tangible evidence (A) is or becomes a part of the public domain through any means other than a breach of these Terms or (B) was in Buyer's lawful possession before receipt from tesa tape.
  - General Indemnity:** Except for claims arising due to the gross negligence or willful misconduct of tesa tape, Buyer hereby agrees to indemnify, hold harmless and defend tesa tape, its affiliates and their respective officers, directors, employees and agents, from and against any and all third-party suits, claims, costs, actions, proceedings, losses, damages (including punitive damages and reasonable attorneys' fees), obligations, liabilities and liens (the foregoing, "Claims") alleging product defects, injury to persons or injury to property arising from or relating to the possession, operation, use, ownership, selection, leasing, maintenance, delivery, transportation, manufacture, sale, purchase, condition or return of the Goods by Buyer or any third-party purchaser of the Goods from Buyer. Buyer agrees that, upon written notice from tesa tape of any Claim, Buyer shall assume full responsibility for the defense of any such Claim. Except for Claims arising due to the gross negligence or willful misconduct of Buyer, tesa tape agrees to indemnify, hold harmless and defend Buyer, its affiliates and their respective officers, directors, employees and agents, from and against any and all Claims arising out of or relating to personal injury, death or damage to physical property caused by the gross negligence or willful misconduct of tesa tape or its employees or agents while on Buyer's premises.
  - Limitation of Liability:** THE LIMITED EXPRESS WARRANTY PROVIDED IN THESE TERMS SETS FORTH BUYER'S SOLE REMEDY IN CONNECTION WITH THE SALE OR USE OF THE GOODS DELIVERED HEREUNDER; AND THE REMEDY OF REPLACEMENT IS EXCLUSIVE AND IN LIEU OF ALL DAMAGES TO BUYER. IN NO EVENT SHALL TESA TAPE BE OTHERWISE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE ARISING OUT OF THE SALE OR USE OF THE GOODS, WHETHER FOR TORT, BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL THEORY, UNLESS SUCH CLAIM IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TESA TAPE WHILE ON BUYER'S PREMISES. TESA TAPE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE OR USE OF SUCH GOODS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, ANTICIPATED SALES, AND BUSINESS OPPORTUNITIES OR FOR INTERRUPTION OF BUSINESS.
  - Applicable Law:** The rights and duties of the parties and the performance, construction, interpretation and effect of all provisions of these Terms shall be governed by and construed according to the laws of the State of North Carolina and, to the extent they are applicable, the laws of the United States of America.
  - Compliance with Laws:** Buyer shall comply with all applicable law, regulations, ordinances, codes, judgments, decrees and orders (including procurement of required permits or certificates) applicable to its purchase, receipt, use and re-sale, if applicable, of the Goods. Buyer shall further adhere to all applicable U.S. export laws and regulations and shall not export or re-export any Goods, Confidential Information or other technical data received from tesa tape to any person or company who is a legal resident of, or is controlled by a legal resident of, any country to which such action is prohibited by applicable United States law.
  - VENUE: BUYER IRREVOCABLY CONSENTS TO THE JURISDICTION OF ALL STATE AND FEDERAL COURTS SITTING IN MECKLENBURG COUNTY, NORTH CAROLINA IN ANY ACTION RELATING TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ALL ACTIONS BY TESA TAPE TO COLLECT AMOUNTS OWED TO TESA TAPE FOR GOODS SOLD UNDER THIS AGREEMENT. BUYER RECOGNIZES THAT THIS COVENANT IS AN ESSENTIAL PROVISION OF THIS AGREEMENT, THE ABSENCE OF WHICH WOULD MATERIALLY ALTER THE CONSIDERATION OWED BY BUYER TO TESA TAPE HEREUNDER.**
  - Security Interest:** In order to protect tesa tape's interest in the Goods under applicable Uniform Commercial Code requirements, and in consideration of the mutual promises contained herein, Buyer hereby agrees to and does hereby grant to tesa tape a security interest in all of the Goods sold to Buyer by tesa tape for the purpose of securing unto tesa tape the payment of any and all indebtedness, liabilities and obligations of Buyer to tesa tape, due or to become due, and whether or not now existing or hereafter arising. Buyer agrees to execute any additional agreements, assurances or documents necessary to evidence this security interest or perfect this security interest as required by law, including without limitation UCC-1 financing statements. In addition, Buyer hereby grants to tesa tape a power of attorney, and Buyer hereby authorizes tesa tape to sign Buyer's name to and to file any additional agreements, assurances or documents necessary to evidence this security interest or necessary to perfect this security interest as required by law, including without limitation UCC-1 financing statements.
  - Remedies:** In the event Buyer breaches any of these Terms, or any Order governed hereby, tesa tape may in its sole discretion: (a) recover from Buyer the full purchase price and any other amounts then due and as shall thereafter become due to tesa tape; (b) recover from Buyer all costs and expenses incurred by tesa tape due to Buyer's breach (including attorneys' fees and costs of collection, as further provided herein); and/or (c) exercise any other right or remedy available to tesa tape at law or in equity. No remedy referred to in this [Section 24](#) is intended to be exclusive, but each shall be cumulative and in addition to all remedies available to tesa tape. No failure by tesa tape to require strict compliance by the Buyer with any of the Terms, or any Order governed hereby, shall be a waiver by tesa tape of such provision or constitute noncompliance hereunder.
  - Adverse Actions:** In connection with Goods purchased from tesa tape, Buyer shall not bring, induce any third party to bring, or assist any third party in bringing any claim against tesa tape alleging infringement of any intellectual property rights owned or controlled by Buyer or any of its affiliates and related to such Goods.
  - Severability:** Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, which shall remain in full force and effect.
  - Force Majeure:** tesa tape shall not be liable for any delay of its performance hereunder due to strikes, lockouts, fires and accidents, acts of God, war, riots, a shortage of or an inability to obtain material, supplies, fuel, labor or shipping facilities, or on account of any acts, demands, orders or regulations of municipal, state or federal government and any department or agency thereof, whether or not legally binding on tesa tape, or any other contingency or event beyond the control of tesa tape.
  - Notices:** All notices or other communications required under these Terms shall be in writing, addressed to the applicable party in accordance with the contact information set forth below or as subsequently given by a notice provided in compliance with this [Section 28](#), and shall be deemed given: (a) one business day after deposit with an overnight courier, when sent by overnight courier; (b) five days after deposit with the U.S. Postal Service, when sent by registered or certified mail, postage prepaid or (c) upon actual receipt by the addressee when sent by any other method. All notices to tesa tape should be directed to: tesa tape, inc., 5825 Carnegie Blvd., Charlotte, NC 28202, Attn: [redacted].
  - Entire Agreement:** Unless otherwise specified in writing by tesa tape and Buyer, these Terms, and any Order executed pursuant hereto, constitute the entire agreement between the parties relating to the matters set forth herein, and supersede all other promises, covenants, representations, warranties, agreements or understandings, whether written or oral, that may have been made or entered into by the parties. As further provided in [Section 1](#) herein, if any term, condition or other provision contained in any Order or other communication from Buyer regarding the Goods is in any way inconsistent with or creates an ambiguity concerning these Terms, the Terms shall control.