Terms and Conditions of Purchase of tesa tape Colombia SAS

1. General

1.1 These Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") of tesa (hereinafter also referred to as "we" or "us") apply to all business relationships with our Business Partners as suppliers and/or service providers (hereinafter referred to as "Business Partner"). They only apply if the Business Partner is an entrepreneur, a legal entity under public law or a special fund under public law.

1.2 These Terms and Conditions of Purchase apply in particular to:

- all contracts for the sale and/or delivery of movable property ("goods"), regardless of whether the Business Partner manufactures the goods itself or purchases them from suppliers;
- all orders for the provision of services or works.

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

1.4 These Terms and Conditions of Purchase shall apply exclusively. The divergent, contradictory or supplementary general terms and conditions of business of the Business Partner shall only form part of the contract if and to the extent that we have expressly accepted their validity in writing This consent requirement shall apply, in any case, for example, even if we accept the Business Partner's deliveries or services without reservation in knowledge of the Business Partner's general terms and conditions.

1.5 Individual agreements made with the Business Partner in individual cases (including ancillary agreements, supplements and modifications) shall in any event prevail over these Terms and Conditions of Purchase. Unless proven otherwise, a contract or our written confirmation shall be decisive for the content of such agreements.

1.6 Legally relevant statements and notifications regarding the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing (e.g. letter, e-mail).

2. Conclusion of the contract

2.1 Our orders shall be deemed binding upon presentation or written confirmation by the Business Partner. If necessary, the Business Partner must bring obvious errors (e.g. spelling and calculation errors) and lack of completeness of the order, including the order documents, to our attention for correction or completion prior to acceptance.

2.2 Unless our order expressly provides otherwise, the Business Partner must accept or reject our orders in writing within three working days, by dispatching the goods or performing the commissioned service or work, or execute them without reservation (acceptance). A late or modified acceptance by the Business Partner will be considered a new offer and will require our acceptance.

3.3 If, from the Business Partner's point of view, there are indications that the legal viability of our order must first be verified, the Business Partner will inform us of this without delay. We will then initiate the corresponding review ourselves and inform the Business Partner of the result.

3. Delivery time, non-compliance, consequences of delay in delivery, termination of service or work contracts

3.1 The delivery or performance period specified by us in the order is binding. The Business Partner shall comply with the deadlines specified in a purchase order or milestone calendar, subject to the provisions of paragraph 7 of these Terms and Conditions of Purchase.

3.2 The punctuality of deliveries or services depends on the availability of the goods at the agreed place of performance or on the provision of the service or work requested.

3.3 The Business Partner is obliged to inform us immediately in writing if it is likely that it will not be able to meet the agreed delivery or performance deadlines, for any reason. The Business Partner must immediately inform us of the expected duration of the delay.

3.4 If the Business Partner fails to deliver or perform its service within the agreed time frame and if it is in arrears, our rights, in particular to termination and damages, shall be determined in accordance with the statutory provisions. The provisions of paragraph 5 shall remain unaffected.

3.5 To the extent that the Business Partner is in default in the performance of its contractual obligations, we may demand compensation for late payment of 1% of the net price or net remuneration for each week of delay, but not exceeding 5% of the net price or net remuneration of the goods delivered or services contracted. The parties reserve the right to prove that major or minor damage has occurred.

3.6 Termination of the Business Partner's order for services or works shall be governed by the statutory provisions.

4. Content of the obligation to provide and deliver, acceptance, standard of care, accident prevention, labelling, packaging of deliveries

4.1 On delivery of goods, the Business Partner shall provide us free of charge, if applicable, with assembly and usage instructions. Alternatively, the Business Partner is entitled to provide us, e.g. by means of QR codes or easily accessible internet links, with the possibility of retrieving the required documents by ourselves. In the case of software products, the Business Partner will provide us with user documentation in addition to the program. In the case of individual software, the Business Partner will also provide the manufacturer's documentation and source code, unless otherwise agreed.

4.2 If the Business Partner has produced the commissioned work in accordance with the contract, acceptance will be made by us. The declaration of acceptance will be made in writing (acceptance protocol). The acceptance protocol will be drafted by the Business Partner and countersigned by us.

4.3 If the Business Partner is required to exercise due diligence on the basis of an order, it shall act in accordance with a prudent employer. This standard of diligence applies to the Business Partner, its legal representatives, its vicarious officers, its staff and its dependents

4.4 Unless otherwise agreed, ordered deliveries will be made DDP (= Delivered Duty Paid) in accordance with ICC Incoterms 2020 at the location specified by us in the order. The respective place of destination is also the place of performance for delivery and any subsequent performance. Our goods reception hours are Monday to Thursday from 7:00 a.m. to 2:00 p.m. and Fridays from 7:00 a.m. to 11:00 a.m.

4.5 If the parties have exceptionally agreed on an ex-works or ex-warehouse price of the Business Partner (EXW) and if the Business Partner has to arrange a delivery at our risk and expense, this will be made at the lowest cost in each case, unless we have requested a specific mode of transport. Any additional costs incurred for failure to follow shipping or packaging instructions will be borne by the Business Partner. The Business Partner will also bear any additional costs of expedited transportation that may be necessary to meet a delivery date.

4.6 Deliveries addressed to us must be accompanied by a delivery receipt stating the date (issue and dispatch), the contents of the delivery (product number and quantity) and our order ID (date and order number). If the delivery receipt is incomplete or incorrect, we will not be liable for any delays in processing and payment resulting from this.

4.7 Without our prior written consent, the Business Partner is not entitled to subcontract the delivery of the contracted goods or services to third parties. In the case of subcontractors, the Business Partner shall bear the risk of contracting and paying for their services, unless otherwise agreed in individual cases (e.g. limitation on stocks).

4.8 When providing the services, the Business Partner is solely responsible for compliance with accident prevention regulations. The necessary protective devices and measures will be used or applied at no additional cost to us.

4.9 The Business Partner shall ensure that all goods delivered are labelled in such a way as to comply with applicable regulatory and/or legal requirements (upon notice from us). The Business Partner must also inform us immediately of any changes to labelling requirements relevant to us of which it becomes aware.

4.10 If the carriage requires packing, the goods must be packed. The packaging must be safe for transport and comply with the transport regulations applicable to the selected mode of transport and with any packaging standards specified in our order. 53If the order is delivered to us in damaged packaging, we have the right to refuse the order without checking its contents or to return it at the Business Partner's expense and risk.

4.11 The packaging material used by the Business Partner for the shipment (returnable packaging) must be recognizable as belonging to the owner by means of a well-known mark or notice. The Business Partner must take back the packaging free of charge in compliance with the applicable regulations. You should also independently check whether you are obliged to register and participate in the system under the Packaging Act and, if necessary, take all necessary measures to comply with the legal requirements.

5. Remuneration and payment terms

5.1 The contractually agreed remuneration is binding. The agreed prices are fixed prices and will not be modified by increases, for example, in the price of materials or wage increases, or by changes in other prices. Unilateral price adjustments by the supplier are unacceptable. The agreed remuneration will include statutory value added tax (VAT, VAT), unless stated separately.

5.2 Unless otherwise agreed in individual cases, the remuneration shall include all ancillary services and services of the Business Partner (e.g. assembly, installation) as well as all additional costs of the Business Partner (e.g. for suitable packaging, transport, transport insurance and liability), cf. also paragraph 10 para. 3 of these Terms and Conditions of Purchase. Travel expenses incurred by the Business Partner will only be reimbursed by us in the event of prior written consent.

5.3 If an additional performance not provided for in the contract is agreed between us and the Business Partner, the Business Partner shall be entitled to additional remuneration. This additional remuneration must be announced and approved by us before the start of the additional benefit.

5.4 The agreed remuneration shall be payable without deduction within 60 calendar days of delivery and/or full performance (including any agreed acceptance). If a different payment term is agreed in the contract or in the offer, the individually agreed payment term will take precedence. The invoices must comply with the requirements established in Annex I.

5.5 We are entitled to reject incorrect or incomplete invoices from the Business Partner and to reduce the invoice by an appropriate amount that takes into account the workload incurred for the invoice check.

5.6 We do not owe interest on arrears.

5.7 The assignment of claims of the Business Partner against us requires our prior written consent, provided that they are not monetary claims.

6. Assignment, set-off, retention

6.1 The assignment of claims by the Business Partner against us requires our written consent, provided that they are not monetary claims.

6.2 We are entitled to withhold payments due to the Business Partner to the extent that we are still entitled to claims against the Business Partner arising from an incomplete or defective performance.

6.3 We are entitled to set off the Business Partner's claims against our overdue claims against the Business Partner.

6.4 Warranties given to us by the Business Partner will serve as guarantees for our claims against the Business Partner even without a separate agreement.

6.5 The Business Partner shall only be entitled to compensation or retention against our claims on the basis of counterclaims that have been legally established, are undisputed or are based on the same contractual relationship.

7. Force majeure

7.1 Force majeure events will release the directly or indirectly affected party from its contractual obligations for the duration of the interruption and to the extent of its effect. Force majeure includes, for example, natural disasters, war, riots, sabotage, curfews imposed by public authorities, government restrictions on imports and exports, prolonged interruption or restriction of energy supplies, organised labour disputes (but not strikes) and other extraordinary and unavoidable external events. The affected party is obliged to immediately inform the other party of the expected duration of the interruption.

7.2 The contracting parties have the right to terminate the contract or to terminate it (in whole or in part) if there is a justified interest in abandoning the service due to delays caused by force majeure. Our obligation to pay any partial services already accepted by us shall not be affected by this; but the other obligations pending compliance will end and be extinguished.

8. Confidentiality, further processing, exclusion of the Business Partner's reservation of title, no unauthorized reference to tesa

8.1 We reserve ownership rights and copyrights in the illustrations, plans, drawings, drafts, calculations, execution instructions, product descriptions and other documents produced by us (hereinafter collectively referred to: Documents). These Documents must be used exclusively for the performance of the contract and must be returned to us immediately and without request after the completion of the order if we do not expressly leave them in the possession of the Business Partner; in this respect, the Business Partner is not entitled to assert a lien against us.

8.2 The Documents, as well as the content of our orders, must be kept secret from third parties and must only be used for the execution of the order. The obligation to maintain secrecy will only expire if and to the extent that the knowledge contained in the Documents has become in the public domain. Special confidentiality agreements and legal regulations on the protection of secrets remain unaffected. Copying or reproduction of the Documents is only permitted to the extent that it is absolutely necessary for the execution of the order placed by us.

8.3 The above provision in paragraph 2 shall apply analogously to raw materials and materials (e.g. software, finished and semi-finished products) as well as to tools, jigs, samples and other items that we provide to the Business Partner for the processing of our order. Such items, as long as they are not processed, will be stored separately at the Business Partner's expense and will be protected by the Business Partner against inspection, theft and unauthorized use, destruction, theft and loss.

8.4 Any processing, mixing or combining (further processing) by the Business Partner of the items provided by us will be carried out for us. The same shall apply in the event of further processing of the goods supplied by us. We will therefore be considered the manufacturer and we will acquire ownership of the new item at the latest at the time of further processing in accordance with the legal provisions. If the material provided by us only constitutes a part of the new item, we will acquire co-ownership of the new item in proportion to the share corresponding to the value of the material.

8.5 If the Business Partner produces technical documents, tools, drawings, work standard sheets, etc. for the processing of our order, we will own such items. The Business Partner will hold these items in custody free of charge and deliver them at our request. The items may not be used for purposes other than fulfilling our order, nor may they be reproduced or given to third parties without our prior written consent. If we only assume a portion of the manufacturing costs, we will acquire joint ownership of the items, which the Business Partner will hold free of charge for us. However, we may at any time acquire the Business Partner's rights in relation to the items in exchange for reasonable compensation for the expenses not yet amortized for the manufacture of the items and require delivery of the same to the Business Partner.

8.6 The transfer of ownership of the goods to us shall be unconditional and without regard to payment of the price. Reservation of title by the Business Partner is excluded, unless it is covered by our prior written consent. [1]If, in an individual case, we accept an offer from the Business Partner for transfer of ownership conditional on payment of the purchase price, the Business Partner's reservation of title will expire at the latest upon payment of the purchase price of the goods delivered. We will continue to be entitled to resell the goods in the ordinary course of business even before payment of the purchase price with the advance assignment of the resulting claim (alternatively, validity of the simple and extended reservation of title). In any event, all other forms of reservation of title are excluded, in particular extended reservation of title, transferred reservation of title and reservation of title extended to further processing.

8.7 Without our prior written consent, the Business Partner may not refer to the business relationship with us in advertising material, brochures, etc. and may not display the goods delivered on our behalf. The Business Partner shall bind the suppliers in accordance with this paragraph 8.

9. Guarantee for defects and liability, limitation period

9.1 The statutory provisions on warranty for defects and liability shall apply, unless otherwise stipulated below.

9.2 The Business Partner warrants that its deliveries and services comply with the relevant regulatory and/or legal requirements and the state of the art at the time of transfer of risk to us or at the time of agreed acceptance, and that they are functional for their intended use. Unless a longer period is stipulated by law, the warranty period for purchase contracts and works and services contracts shall be 36 months and shall commence with delivery or acceptance. The warranty period will be suspended while any defects are remedied.

9.3 In any case, descriptions of products which – in particular by designation or reference in our order – are the subject of the respective contract or which have been included in the contract in the same way as these Terms and Conditions of Purchase, shall be considered as an agreement on quality. It does not matter whether the product description comes from us, the Business Partner or a third party (e.g. manufacturer). In addition, the Business Partner warrants that the delivered goods have not been modified in their design and composition compared to previous similar deliveries without defects, unless such changes have been agreed with us prior to the conclusion of the contract.

9.4 The statutory provisions relating to the commercial obligation to inspect and report defects shall apply with the following exception: Our obligation to inspect shall be limited to defects that become apparent during our incoming goods inspection in an external examination including delivery documents (e.g. transport damage, erroneous or incomplete delivery) or that are recognizable during our quality control in the sampling procedure random. To the extent that an acceptance has been agreed for the services of the work, there is no obligation to inspect. In all other respects, it will depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to notify defects subsequently discovered remains unaffected. However, our obligation to examine and claim the defect will be deemed to have been fulfilled without delay if it is dispatched within two weeks of discovery or, in the case of obvious defects, of delivery.

9.5 Upon receipt of our notification of defect (in writing) from the Business Partner, the limitation period for warranty claims is suspended until the Business Partner rejects our claims, declares the defect removed or otherwise refuses to continue negotiations on our claims. In the event of a replacement delivery, the warranty period for the replaced parts as a whole will start again. In the event of a remedy (e.g. by repair), the warranty period will start again to the extent that it is the same defect or the consequences of a defective remedy. The limitation period shall not be suspended when the Business Partner made the replacement delivery or remedied the defect as a gesture of goodwill or for similar reasons. To avoid misunderstandings and for evidentiary purposes, this generally requires an express written statement by the Business Partner that it agrees to remedy the defect, even though it is not legally obligated.

9.6 The Business Partner's supplementary service shall also include the removal of defective goods and their reinstallation, provided that the goods have been installed on another item or attached to another item in accordance with their type and intended use. Alternatively, we may, at our discretion, carry out (cause to be carried out) the dismantling and reassembly ourselves and require the Business Partner first to make an adequate advance payment and then to reimburse all expenses incurred

9.7 If we have commissioned the Business Partner to carry out a work that has been defective, we are entitled, in accordance with the legal provisions, to self-execution to correct the defect and to a reasonable advance on the necessary expenses.

10. Rights of third parties, indemnification obligation of the Business Partner, exploitation of the Business Partner's developments

10.1 The Business Partner warrants that its deliveries and services, in the event of their use, do not violate any existing (intellectual) property rights or other rights of third parties in:

- Australia, Brazil, Canada, China, Hong Kong, India, Japan, Malaysia, Mexico, New Zealand, Norway, Russia, Singapore, South Korea, Switzerland, Taiwan, Turkey, the United Kingdom, Vietnam, the United States or in an EU Member State; or

- other countries in which the Business Partner manufactures goods or causes goods to be manufactured.

10.2 The Business Partner is obliged to indemnify us against all claims made by third parties against us for infringement of the rights of third parties referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply to the extent that the Business Partner proves that it is not responsible for the infringement and should not have known about it at the time of delivery or performance if it had exercised commercial due diligence. Our subsequent legal claims for defects of ownership of the goods delivered to us or the services provided to us remain unaffected.

10.3 Upon payment of the contractually agreed remuneration (paragraph 5 of these Terms and Conditions of Purchase), the Business Partner shall transfer to us the intangible rights arising within the scope of our assignment, in particular over the results of the work, in particular all trademark rights and other labelling rights, rights of use under copyright law, design rights, related property rights within the meaning of copyright law (including all stages of development) and other intangible property rights. The transfer is included in the contractually agreed remuneration. Copyright rights are exclusive, unlimited in space and time, transferable and sublicensable. The documents made available to us must be handled with care by the Business Partner and returned to tesa without being asked after the termination of the contract. Copies made must be destroyed to the satisfaction of tesa.

10.4 The Business Partner shall immediately notify Us of any invention made by the Business Partner's employees in the course of fulfilling the order, We shall inform the Business Partner in writing within four weeks of receipt of such offer whether we shall take over the rights to the invention.

10.5 If we notify the Business Partner in writing that we are not interested in taking over the rights to the invention, the Business Partner shall be entitled to make use of the invention and to apply for the industrial property right at its own expense. The Business Partner shall then have the right to use the right of ownership without restriction. In the event of registration of the right of ownership, however, the Business Partner shall waive any claim of rights arising from the right of ownership against us, the companies affiliated with us (paragraph 6 para. 5 of these Terms and Conditions of Purchase) and our customers (to the extent that the Business Partner knows them from the order or we notify them).

11. Free competition.

1. The Business Partner is obliged not to behave in any way contrary to the laws of free competition and antitrust to our detriment.

2. If the competition authorities establish that the Business Partner was involved in an impermissible restriction of competition during the term of the contract and that the services provided to us were

affected by it, the Business Partner shall be obliged to pay us damages in the amount of 10% of the value of the order (plus interest at the statutory rate) during the period affected by illegal conduct.

3. The Business Partner shall provide us with the information and documents necessary to examine the existence and scope of such claims immediately after the infringement has become known. The obligation to pay damages will also exist if the commercial relationship has already ended at the time the violation of the laws of free competition is established

12. Independence of the Business Partner

12.1 We and the Business Partner agree that the Business Partner is an independent contractor and that nothing in these Terms and Conditions of Purchase gives rise to a position of the Business Partner or its employees or third parties designated as our employees or agents.

12.2 The Business Partner will not act externally as our employee or representative. In particular, you will not give any warranties on our behalf, enter into any contracts or agreements on our behalf, sign any documents on our behalf, or encumber our creditworthiness.

13. Compliance, tesa Code of Conduct for Suppliers, tesa Environmental and Energy Guidelines

13.1 The Business Partner is obliged to comply with the relevant legal provisions. This applies in particular to anti-corruption and anti-money laundering laws, as well as antitrust, labour and environmental protection regulations. With regard to environmental protection, we also refer to our environmental and energy guidelines:

https://www.tesa.com/en-gb/about-tesa/sustainability

13.2 To the extent applicable, the Business Partner shall also ensure that its goods and services comply with the relevant requirements for marketing in the European Union and the European Economic Area.

(3) To the extent applicable, the Business Partner shall comply in particular with the requirements of Regulation (EU) 2019/1021 on persistent organic pollutants ("POPs Regulation"), the European Packaging Directive (Directive 94/62/EC, as renewed by the Amending Directive (EU) 2018/851) or their respective applicable implementing laws, the EU Chemicals Regulation REACH ("REACH Regulation"), as well as the EU Chemicals Regulation on classification, labelling and packaging of chemical substances and mixtures ("CLP Regulation"). In particular, the Business Partner undertakes not to use any substance that is considered reprotoxic, teratogenic, mutagenic or carcinogenic in

accordance with the aforementioned regulations and their adaptations to technical progress. [150] In addition, the Business Partner is obliged, to the extent applicable, to comply with the requirements of the laws transposing the Directive (EU) on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment ("RoHS").

13.4 The Business Partner shall immediately inform us of any changes in the legal requirements for the Business Partner's goods and services. The same applies if changes in legal requirements have an impact on the manufacture or ingredients of goods or performance performance.

13.5 The Business Partner also undertakes to respect and support the observance of internationally recognized human rights and to prevent any form of forced or child labor. Legal regulations on occupational safety and health are recognized and complied with as an essential part of all operational processes. The Business Partner respects and guarantees the applicable provisions of labor law. You are also obliged to comply with the provisions of the tesa Code of Conduct for Suppliers and the site-specific regulations. It can be found in: https://www.tesa.com/en-gb/about-tesa/sustainability/our-guidelines-and-standards

13.6 The Business Partner shall incorporate appropriate and effective measures in its business to ensure compliance with the obligations established in this paragraph 13 by its suppliers as well.

13.7 If the Business Partner violates the provisions of the tesa Code of Conduct for Suppliers, the violations must be reported to us immediately. We reserve the right to terminate the contractual relationship in the event of non-compliance by the Business Partner in accordance with the legal provisions or to take other appropriate measures to encourage the Business Partner to comply with the provisions of the tesa Code of Conduct for Suppliers.

14. Data protection

The data necessary for the processing of the contract will be stored in our computer system. Please refer to our data protection declaration:

https://www.tesa.com/en/about-tesa/legal-information/privacy-policy.

§ 15 Applicable law and jurisdiction

The relevant law will be applied, as the case may be.