

## Terms and Conditions of Purchase of tesa

### 1. General information

Our orders are subject to the following terms and conditions with the exclusion of all terms and conditions of the supplier. The supplier recognizes our Terms and Conditions of Purchase as binding for the present contract, indeed not later than the start of contract implementation. Any terms and conditions of the Supplier, even if they do not contradict our terms and conditions of purchase, do not apply. Also any other agreements deviating from our terms and conditions of purchase shall only apply if we expressly confirm them in writing. We can revoke an order without incurring any cost to ourselves if we have not received the confirmed copy of the purchase order within 2 weeks after receipt of the order by the Supplier.

### 2. Delivery time

If the Supplier's delivery is delayed and also an appropriate grace period set by us has elapsed unsuccessfully, we shall by implication, and in particular without previous warning of denial of service, be entitled to withdraw from the contract and claim compensation for non-performance. However, we can instead, even after the expiration of a grace period set by us, continue to insist on performance and moreover claim for the damage caused by the Supplier's delay. If the Supplier does not prove that he is not responsible for the delivery delay, we also have the right to demand compensation due to non-fulfilment of the contract.

We have the right to withdraw from the contract and to demand compensation from the Supplier due to non-fulfillment if only a part of the delivery is delayed, either with respect to this part or to the entire contract. If the Supplier is delayed in fulfilling his obligations on several occasions, so that we can no longer reasonably be expected to adhere to the contract, this can be terminated by us for these exceptional reasons without notice and with immediate effect. If an exceedance of the agreed delivery period or the agreed delivery date can be predicted, the Supplier, without prejudice to his other obligations, must inform us immediately about the prospective duration of the delay. Timeliness of deliveries refers to their arrival at the place of destination we have specified.

### 3. Shipping and transfer of risk

The delivery is to be made at the place of destination we have specified (the shipping address in accordance with the shipping code). Unless otherwise agreed, the shipping and packaging costs shall be borne by the Supplier (debt payable to the creditor). In case the Supplier sets prices ex works or ex warehouse, the goods shall be dispatched at the lowest cost, provided that we have not prescribed a certain means of carriage. Any additional costs due to non-compliance with shipping or packaging regulations shall be borne by the Supplier. Any additional costs for a faster method of carriage which may become necessary in order to comply with a delivery date shall also be borne by the Supplier. The goods are to be delivered already packed, if their nature requires packaging during transport. The packaging must be safe for transport and conform to the current requirements of the selected transport type and any applicable packaging regulations stated in our order. Packaging material (returnable packaging) will only be returned at the expense of the Supplier if it is recognized as such by the owner's printed logo/name. The goods travel at the risk of the Supplier until their arrival at the place of destination, unless transported in our own vehicles or by a carrier we have specified. If the consignment arrives in damaged packaging at the place of destination, or if it is handed over in damaged packaging to our driver or delivered to a specified carrier, we shall be entitled to reject the consignment without examining its contents. The costs of any such return shipment will be borne by the Supplier. Each delivery should be accompanied by a delivery note stating the product name, as well as the order and product numbers. If the delivery note is missing or is incomplete, we are not responsible for the resulting delays in processing and payment.

### 4. Acceptance

If acceptance is prevented or considerably more difficult due to circumstances beyond our control, we shall be entitled to postpone goods acceptance while these conditions exist. We refer here particularly to all forms of force majeure that affect our operations, the processing, sale or other use of the goods, such as import and export restrictions; such natural events as fire and water damage; the shortage of raw materials or means of transport; operational disruptions, such as strikes and work stoppages; and the interruption or limitation of the energy supply, as well as all

other circumstances which lead to a restriction or significant reduction of our production. After setting an appropriate deadline, the Supplier is entitled to withdraw from the contract if we continue to refuse acceptance of the goods until the expiry of the deadline. Further claims are excluded.

## 5. Payment

On the dispatch day the invoice is to be sent separately to us in duplicate. The invoice should state our order number and the accurate content and weight of the consignment and all the required mandatory information pursuant to Article 14, Para. 4 of the German Value-Added Tax Act (UStG). Invoices with incorrect or missing information are generally not recognized and sent back to the issuer for corrections or additions. The period for claiming any deductions will start only after receipt of a fully-completed invoice. Payment will be made, unless otherwise agreed, within 14 days less a 3% discount or net within 30 days after receipt of the goods and invoice. An offset is equivalent to a payment. In no circumstances will the payment period commence before the agreed delivery date. The claims arising from the contracts concluded with us may only be assigned with our written consent. The Supplier is not entitled to any right of set-off or retention, unless the counterclaim is undisputed or has been established in law or is not based on the same contractual relationship.

## 6. Group offset clause

We are entitled to offset all outstanding sums due to our Group companies from the Supplier with outstanding sums due to the Supplier from us, as well as the outstanding sums due to us from the Supplier against the amounts due to the Supplier from our Group companies. Our Group companies comprise

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| tesa SE   | Beiersdorf AG                          |
| tesa Converting Center GmbH                     | Beiersdorf Manufacturing Hamburg GmbH  |
| tesa Werk Hamburg GmbH                          | Beiersdorf Manufacturing Berlin GmbH   |
| tesa Werk Offenburg GmbH                        | Beiersdorf Manufacturing Waldheim GmbH |
| tesa scribos GmbH                               | Beiersdorf Shared Services GmbH        |
| tesa Labtec GmbH                                | Produits de Beauté Produktions GmbH    |
| tesa (Suzhou) Co. Ltd., Suzhou,<br>China        |  |
| tesa tape, Inc., Charlotte, USA                 |  |
| tesa Tapes (India) Pvt. Ltd.,<br>Chennai, India |  |
| Comet SpA, Concagno, Italy                      |  |

Any collateral provided to us in payment of outstanding accounts is without special agreement also valid as collateral for our Group companies.

## 7. Safety

The Supplier, with regard to the products to be delivered to tesa, will comply with the current EU requirements/directives for the safety of ingredients, specifically with regard to the impacts on humans, nature and the environment (hereinafter referred to as "REQUIREMENTS") at any time and continually check the products for compliance with the REQUIREMENTS. The Supplier will continually update his knowledge of the current status of the REQUIREMENTS. If changes in the

REQUIREMENTS necessitate changes in the manufacturing process or in the substances contained in the products, the Supplier will immediately implement these changes in consultation with tesa. In particular, the Supplier undertakes not to use substances in the manufacturing of products to be delivered to tesa which, according to EU Regulation 1272/2008, as well as its adaptations to technical progress (ATP), are classified as reprotoxic, teratogenic, mutagenic or cancerous. In addition, the Supplier undertakes not to import substances mentioned in Annexes XVI and XVII of the REACH Regulation 1907/2006 or appearing on the SVHC list to the EU market or to use them for the manufacture of products to be delivered to tesa. This must be respected by all those who manufacture, use or market these substances. Adherence to the RoHS Directive (2002/95/EC) is also required.

## **8. Claims for defects**

The Supplier is responsible for ensuring that his delivery is in accordance with the relevant legislation and the recognized technological regulations. He is also responsible for ensuring that his delivery possesses the agreed characteristics, and insofar as this has not been agreed, that the item is suitable for the use stipulated in the contract, and otherwise, that it is suitable for customary use and demonstrates characteristics that are usual in items of the same kind and that we can expect from this kind of item. This also includes properties that we can expect from the published statements made by the Supplier, the manufacturer or his assistants, particularly in the advertising or in the labeling regarding certain properties of the item, unless the Supplier was not aware of that statement and also did not have to be aware that it had been amended in an equally valid manner at the time of conclusion of the contract or that it could not influence the purchase decision. The Supplier shall also ensure that the construction and composition of the delivered goods have not changed in comparison with previous similar defect-free deliveries, unless such changes have been coordinated with us prior to the conclusion of the contract. Notices of defects, even insofar as they relate to excess or short deliveries, which are submitted within four weeks after determination of the defect by us, cannot be rejected on the grounds of delayed notification. To maintain our rights, the timely dispatch of the notice of defect is sufficient. Warranty claims are limited to a two-week period starting with the dispatch of the notice of defects if a complaint is sent to the Supplier within the statutory limitation period. If negotiations between the Supplier and ourselves on the settlement of differences under warranty law are pending, the limitation period shall be suspended until one of the parties refuses to continue the negotiations in writing. If the delivered goods are defective and in all other cases a breach of contract by the supplier has occurred, we shall be entitled to all related legal and/or contractual claims including all direct and/or indirect claims and damages (e.g. lost profits and/or claims of third parties).

In especially urgent cases, where it is no longer possible to give the Supplier the opportunity to remedy the defects due to the particular urgency, we are entitled, if we so choose, to rectify the defects ourselves or to have them rectified by a third party or to cover our requirement through a third-party source, in each case at the expense of the Supplier, insofar as this does not incur unreasonable costs for the Supplier. In this process, the particular factors to be considered are the value of the item in its defect-free condition, the significance of the defect, and the question of whether a different type of remedy could be used without posing significant disadvantages for us. In this case, our claim is limited to a lower-priced remedy, although this may not be disproportionate to the defect. The place of subsequent performance is in principle the place of destination in accordance with Point 3 of these Terms and Conditions of Purchase, insofar as this does not cause unreasonable costs for the Supplier as defined in Section 439, Para. 3 of the German Civil Code. If the defective goods are at a different location when the defect is discovered, we have the option to select this as the place of subsequent performance, insofar as this does not cause unreasonable costs for the Supplier as defined in Section 439, Para. 3 of the German Civil Code. The time needed for the repair work is excluded from the warranty period. The statutory liability provisions apply unless otherwise contractually agreed.

## **9. Production materials**

All materials used for production, such as drafts, drawings, models, samples, measuring and test equipment, delivery and testing instructions, print templates and similar, as well as tools which we make available to the Supplier for the execution of the order, remain our property. The production materials that are made by the Supplier in fulfilling the order and are charged to us become our property at the date of manufacture. They will be stored for us by the Supplier until the handover. The above-mentioned production materials, as well as the items they help to produce,

may not be used for any other purpose, reproduced or passed on to third parties without our written consent. They are to be secured against unauthorized inspection and use. They are to be returned to us without request by the Supplier when the Supplier no longer needs them for completion of the delivery unless we expressly permit the Supplier to retain them. We have the exclusive right to use the developments and the further developments arising from the order.

#### **10. Property rights**

The supplier warrants that the delivered goods and their use do not infringe any intellectual property rights published in Australia, Brazil, Canada, China, Hong Kong, India, Japan, Malaysia, Mexico, New Zealand, Norway, Russia, Singapore, South Korea, Switzerland, Taiwan, Turkey, the United Kingdom, the USA or in a member state of the EU, or violate other rights of third parties, exclude tesa and indemnify tesa against all claims of third parties resulting therefrom.

#### **11. Retention of title**

A retention of title is excluded for the Supplier, except where we have given our express written consent.

#### **12. Place of performance**

The place of performance for the delivery is the location of the transfer of risk; the place of performance for the payment is Hamburg.

#### **13. Court of jurisdiction and legal competence**

The court of jurisdiction for any disputes is Hamburg. However, if we so choose, we are also entitled to file legal action against the Supplier in any other permitted court of law. The legal relationship shall be governed exclusively by the substantive law of the Federal Republic of Germany to the exclusion of deviating conflict-of-law rules and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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|----------------------|-------------------|---------|
| Acceptance of goods: | Monday - Thursday | 7-14:00 |
|                      | Friday            | 7-11:00 |
| Road tankers         | Monday - Friday   | 7-12:00 |

The data that are required to process the contract will be stored in our IT system.

The Supplier undertakes to comply with the requirements of the tesa Code of Conduct for Suppliers. This can be found at: [https://www.tesa.com/code\\_of\\_conduct](https://www.tesa.com/code_of_conduct). If the supplier violates the provisions of the principles of the tesa Code of Conduct for suppliers, the violations must be reported to tesa immediately. tesa reserves the right to terminate the contractual relationship in the event of compliance violations by the supplier or to take other appropriate measures to encourage its supplier to comply with the provisions of the tesa Code of Conduct for Suppliers.

Please refer to our environmental and energy guidelines: <http://www.tesa.de/ueber-uns/verantwortung/umwelt>