

TERMS AND CONDITIONS OF PURCHASE TESA TAPE CENTRO AMERICA

English version 1.0

1. General

- (1) These Terms and Conditions of Purchase (hereinafter: "**Terms and Conditions of Purchase**") of tesa tape Centro América (hereinafter also "**we**", "**us**") apply to all Business relationships with our Business Partners as suppliers and/or service providers (hereinafter: "**Business Partner**"). They only apply if the Business Partner is an entrepreneur, a legal entity under public law of a special fund public law.
- (2) These Terms and Conditions of Purchase apply in particular to:
 - All contacts for the sale and/or delivery of movable goods ("**goods**"), irrespective of whether the Business Partner manufactures the goods himself or purchases them from suppliers;
 - All commissions for the performance of services of works.
- (3) Unless otherwise agreed, these Terms and Conditions of Purchase in the version at the valid 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 having to refer to them again in each individual case.
- (4) These Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business of the Business Partner shall only become part of the contract if and to the extent that we have expressly agreed to their validity at least in text form. This requirement of consent shall apply in any case, for example even if we accept the Business Partner's deliveries or services without reservation in the knowledge of the Business Partner's general terms and conditions.
- (5) Individual agreements made with the Business Partner in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a contract in text form or our confirmation in text form shall be authoritative for the content of such agreements.
- (6) Legally relevant declarations and notifications with regard to the contract must be made at least in text form (e.g. letter, e-mail, fax).

§ 2 Conclusion of Contract

- (1) Our orders shall be deemed binding at the earliest upon submission in text form or confirmation in text form by the Business Partner. The Business Partner must point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance.
- (2) Unless our order expressly provides otherwise, the Business Partner must check our orders in text form within a period of three working days and, if necessary, confirm them or - in particular by dispatching the goods or performing the commissioned service or work - execute them without reservation (acceptance). A delayed or modified acceptance by the Business Partner shall be deemed a new offer and requires acceptance by us.

§ 3 Delivery period, non-performance, consequences of delay in delivery, termination of service or work contracts

- (1) The delivery or performance time specified by us in the order is binding. The Business Partner shall comply with any deadlines specified in a purchase order or milestone schedule.
- (2) If the Business Partner does not perform its delivery or service or does not perform it within the agreed time and if the conditions for default are met, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions.
- (3) Insofar as the Business Partner as the Business Partner is in default with the fulfilment of its contractual obligations, we may demand lump-sum compensation for our default damages in the amount of 1% of the net price or net fee per completed calendar week, but in total no more than 5% of the net price or net fee of the goods delivered or services rendered late. The parties reserve the right to prove that higher or lower damages have been incurred.

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

- (1) When delivering goods, the Business Partner shall provide us - if applicable - with assembly instructions and instructions for use free of charge. 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 ourselves. In the case of software products, the Business Partner shall provide us with user documentation in addition to the programme. In the case of individual software, the Business Partner shall also provide manufacturer documentation and the source code, unless otherwise agreed in the individual case.
- (2) If the Business Partner has produced the commissioned work in accordance with the contract, acceptance shall be carried out by us. The acceptance declaration shall be made in text form (acceptance protocol). The acceptance protocol shall be drawn up by the Business Partner and countersigned by us.
- (3) If the Business Partner is obliged to exercise due care under an order, he shall be responsible for the due care of a prudent businessman. This standard of care applies to the Business Partner, its legal representatives, vicarious agents, its people and servants.
- (4) Unless otherwise agreed, deliveries shall be made DDP (= Delivered Duty Paid) in the place specified in the order by tesa tape Centro America. Our delivery schedules are Monday through Wednesday from 7:30am to 4:30pm and Thursday through Friday from 7:30am to 4:00pm
- (5) Deliveries addressed to us must be accompanied by a delivery note stating the date, the contents of the delivery (product number and quantity) and our order identification (date and order number). If the delivery note is missing, incomplete or incorrect, we shall not be responsible for any delays in processing and payment resulting therefrom.
- (6) The Business Partner is not entitled to have the delivery or service owed by it provided by third parties (e.g. subcontractors) without our prior consent in text form. The Business Partner shall bear the procurement risk for its services unless otherwise agreed in individual cases.
- (7) When providing services, the Business Partner is solely responsible for compliance with the accident prevention regulations. Any protective devices and measures required thereafter shall be used or applied at no additional cost to us.
- (8) The Business Partner shall ensure that all goods delivered are labelled in a manner that complies with the regulatory and/or legal requirements. The Business Partner must also inform us immediately of any changes to the labelling requirements relevant to us of which it becomes aware.

§ 5 Remuneration and terms of payment

- (1) The contractually agreed remuneration is binding. The agreed prices are fixed prices and shall not be modified due to increases. Unilateral adjustments of the prices by the supplier are inadmissible. The agreed remuneration shall include statutory value added tax, unless this is shown separately.
- (2) The agreed remuneration shall be due for payment without deduction within 45 calendar days of complete delivery and/or performance (including any agreed acceptance). If a different payment term is agreed in the contract or offer, the individually agreed payment term shall have priority. Invoices shall comply with the requirements in the country.
- (3) We are entitled to reject incorrect or incomplete invoices of the Business Partner and to reduce the invoice by an appropriate amount which takes into account the workload incurred for checking the invoice.

§ 6 Assignment, set-off, retention

- (1) The assignment of claims of the Business Partner against us requires our written consent, provided that these are not monetary claims.
- (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 incomplete or defective performance.
- (3) The Business Partner shall only be entitled to a right of set-off 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

- (1) Events of force majeure shall release the party directly or indirectly affected from its contractual obligations for the duration of the disruption and to the extent of its effect. Force majeure shall be deemed to include, for example, natural disasters, war, riots, sabotage, curfews imposed by public authorities, governmental import and export restrictions, prolonged interruption or restriction of energy supply, organized labour disputes (but not wildcat strikes) and other external, extraordinary and unavoidable events. The affected party is obliged to inform the other party immediately of the expected duration of the disruption.

§ 8 Confidentiality, further processing, exclusion of the Business Partner's retention of title, no unauthorized reference to tesa tape Centro America

- (1) We reserve the property rights and copyrights to illustrations, plans, drawings, drafts, calculations, implementation instructions, product descriptions and other documents produced by us (hereinafter collectively referred to as: **Documents**). These Documents are to be used exclusively for the contractual performance and are to be returned to us immediately and unsolicited after completion of the order if we do not expressly leave them with the Business Partner; in this respect, the Business Partner is not authorized to assert a right of retention against us
- (2) The Documents as well as the contents of our orders are to be kept secret from third parties and are only to be used for the execution of the order. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the Documents has become generally known. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected. Copying or reproducing the Documents is only permitted insofar as it is absolutely necessary for the execution of the order placed by us.
- (3) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. Retention of title by the Business Partner is excluded unless it is covered by our express written consent. If, in an individual case, we accept an offer by the Business Partner for transfer of ownership conditional on payment of the purchase price, the Business Partner's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple and for cases of resale extended reservation of title). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
- (4) Without our prior consent in text form, the Business Partner may not refer to the business relationship with us in advertising material, brochures, etc. and may not exhibit goods delivered on our behalf.

§ 9 Warranty for defects and liability, limitation period

- (1) The Business Partner warrants that its deliveries and services comply with the relevant regulatory and/or statutory requirements and the state of the art at the time of the transfer of risk to us or at the time of the agreed acceptance and that they are functional for the intended use. The warranty period shall be suspended for the duration of any rectification of defects.
- (2) In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality.
- (3) Upon receipt of our notice of defect (in text form) by the Business Partner, the limitation period for warranty claims is suspended until the Business Partner rejects our claims, declares the defect eliminated or otherwise refuses to continue negotiations on our claims. The limitation period shall not recommence if we had to assume that the Business Partner did not feel obliged to take the action but only made the replacement delivery or rectified the defect as a gesture of goodwill or for similar reasons. In order to avoid misunderstandings and for evidentiary purposes, this generally requires an express declaration in text form by the Business Partner stating that he is acting without recognition of a legal obligation.
- (4) The Business Partner's supplementary performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in another item or attached to another item in accordance with their type and intended use.

- (5) If we have commissioned the Business Partner with the performance of work, we shall be entitled, in accordance with the statutory provisions, to self-execution due to a defect and to a reasonable advance payment for the necessary expenses.

§ 10 Third Party Rights, Indemnification Obligation of the Business Partner, Exploitation of Developments of the Business Partner

- (1) The Business Partner guarantees that its deliveries and services, in the event of their use, do not violate any existing (intellectual) property rights or other rights of other countries.
- (2) The Business Partner is obliged to indemnify us against all claims made by third parties against us due to the infringement of third party rights referred to in para. 1 and to reimburse us for all necessary expenses in connection with this claim.
- (3) Upon payment of the contractually agreed remuneration the Business Partner shall transfer to us the intangible rights arising within the scope of our commissioning, in particular to the work results, in particular all trademark and other labelling rights, rights of use under copyright law, design rights, related property rights within the meaning of copyright law (including all development stages) and other intangible property rights. The transfer is included in the contractually agreed remuneration. Copyright usage rights are exclusive, spatially and temporally unlimited, transferable and sub-licensable. Documents made available by us must be handled with care by the Business Partner and returned to tesa without being asked after termination of the contract. Copies made are to be destroyed.

§ 11 Independence of the Business Partner

- (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 appointed third parties as employees or agents of us.
- (2) The Business Partner will not act externally as our employee or representative. In particular, he will not give any assurances on our behalf, conclude any contracts or agreements on our behalf, sign any documents on our behalf, or encumber our creditworthiness.

§ 12 Compliance, tesa Code of Conduct for suppliers, tesa's environmental and energy guidelines

- (1) The Business Partner is obliged to comply with the relevant legal provisions. This applies in particular to anti-corruption and 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>.
- (2) The Business Partner shall inform us immediately of any changes in the statutory requirements for the goods and work performances of the Business Partner. The same applies if changes to the legal requirements have an impact on the manufacture or ingredients of the goods or work performances.
- (3) 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 labour. The legal regulations on occupational safety and health protection are recognized and complied with as an essential part of all operational processes. The Business Partner respects and guarantees the applicable provisions of labour law. It is also obliged to comply with the provisions of the tesa Code of Conduct for Suppliers and site-specific regulations. This can be found at: <https://www.tesa.com/en-gb/about-tesa/sustainability/our-guidelines-and-standards>.
- (4) 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 compliance violations by the Business Partner in accordance with the statutory provisions or to take other appropriate measures in order to encourage the Business Partner to comply with the provisions of the tesa Code of Conduct for Suppliers.

§ 13 Data protection

- (1) The data required for the processing of the contract will be stored in our EDP system. We refer to our data protection declaration: <https://www.tesa.com/en-gb/about-tesa/legal-information/privacy-policy>.

§ 14 Applicable law and place of jurisdiction

- (1) The law of Guatemala shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; UN Sales Convention).
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Guatemala. However, we are entitled to sue the Business Partner at any other legal place of jurisdiction.