

Terms and Conditions of Purchase

1. General

Our orders are placed on the following terms. The supplier acknowledges these as binding for the contract latest with commencement of execution of the contract. The supplier's terms of business, if such exist, shall apply only when specifically acknowledged by us in writing for each individual case, even where they do not contradict our terms and conditions of purchase. Any other possible agreements deviating from our terms and conditions of purchase shall likewise be valid only if expressly confirmed by us in writing. We shall be entitled to cancel the order without cost to ourselves if we have not received the copy of the order signed as confirmation within two weeks of its receipt by the supplier.

2. Time of delivery

If the supplier is in default of delivery and if a reasonable period of grace granted by us has elapsed without result, we shall be entitled to cancel the contract or to claim payment of damages for non-fulfilment without further formalities, in particular without previous warning of rejection. However, we may instead continue to insist upon fulfilment of the contract even after expiry of the period of grace granted by us, and moreover claim compensation for the damage caused to us by the supplier's undue delay. Should the supplier not provide evidence that he is not answerable for the delay we shall likewise have the right to claim damages for non-fulfilment of the contract. Should the supplier be in default with a part of the consignment only, we shall have the right to cancel either this part of the contract or the entire contract, or to claim damages for non-fulfilment of this part or of the whole of the contract at our discretion. Should it become foreseeable that the agreed delivery period or date will be exceeded the supplier shall, notwithstanding his other obligations, inform us at once of the probable length of the delay. A consignment shall be deemed to be timely if it arrives at the place specified by us by the appointed time.

3. Transport and passing of the risk

Delivery shall be carried out of the destination specified by us, (dispatch address according to delivery code). Unless otherwise agreed, packaging and transport costs shall be paid by the supplier. Where prices are quoted ex works or warehouse of the supplier the goods shall in each case be sent at the lowest possible cost unless we have prescribed a particular means of conveyance. Any additional costs arising from non-compliance with instructions for packaging and transport shall be borne by the supplier. Any additional costs for faster conveyance which may have become necessary to ensure compliance with a delivery date shall likewise be paid by the supplier. The goods supplied shall be delivered packed if their nature requires packing for transport. The packaging must be safe for transport and comply both with the terms of carriage for the means of transport chosen and with any packaging instructions given in our order. Packaging materials (returnable packs) shall only be sent back by us if they can be recognized as returnable from the owner's printed marks. The goods shall travel at the supplier's risk until they reach their destination unless transport is carried out with our own vehicles or by a haulage contractor appointed by us. Should the consignment reach its destination in damaged packaging or be handed to our driver or to the haulage contractor appointed by us with its packaging damaged we shall be entitled to reject the consignment without checking the contents. Should it be necessary to return the consignment, the supplier shall bear the ensuing cost. Every consignment shall be accompanied by a delivery note showing the designations of the products stated in our order as well as the order numbers and product numbers.

4. Taking of delivery

In all cases delivery of goods shall be taken without prejudice to our rights, especially those arising from defective or late consignments. If, through circumstances beyond our control, it should become impossible or very difficult to take delivery, we shall be entitled to postpone taking delivery for as long as these circumstances prevail. In particular, the following events affecting the course of our operations or the processing, sale or other use of the goods shall be deemed to constitute circumstances of the above nature: interventions by high authorities such as import and export restrictions; natural events such as damage by fire or water; shortage of raw materials or means of transport; disruptions to our business such as strikes and walkouts; the interruptions or restriction of energy supplies, and any other circumstances leading to a stoppage or considerable restriction of our production. Should these circumstances prevail for longer than four weeks the supplier shall be entitled to cancel the contract if we continue to refuse to accept delivery of the goods. Any claims beyond this shall be excluded.

5. Payment

On the date of dispatch the invoice detailing our order number, an exact list of the contents and their weights and, according to § 14 Abs.4 UstG, all requested to be sent separately as a duplicate copy.

Invoices with false / incorrect or missing statements will basically not be accepted and for corrections or additions returned to the sender.

The time/grace period for a claim of any discount deductions will not start until the receipt of a complete invoice.

Unless otherwise agreed, payment shall be made, less 3% discount, within fourteen days or net within thirty days after receipt of the goods and invoice.

Any set-off shall be equivalent to payment.

In no case shall the term of payment commence before the agreed delivery date.

Claims arising from contracts concluded with us shall only be assigned with our written consent.

6. Intercompany accounting clause

We shall be entitled to offset all claims of our group companies on the supplier against any claims the supplier has on us and also to offset our own claims on the supplier against any claims the supplier may have on our group companies. Our group companies include

tesa AG, Hamburg
tesa Werk Hamburg GmbH, Hamburg
tesa Werk Offenburg GmbH, Offenburg
tesa Werk Harrislee GmbH, Harrislee
tesa Etikettendruckerei GmbH, Stuttgart
tesa scribos GmbH, Heidelberg

Acos GmbH, Hamburg
Beiersdorf AG, Hamburg
Bode Chemie GmbH & Co., Hamburg
Cosmed-Produktions GmbH, Berlin
Hirtler GmbH, Heitersheim
Juvena Produits de Beauté GmbH, Baden-Baden

Any security that may have been provided for our claims shall also be considered, without special agreement, as security for claims of our group companies.

7. Warranty

The supplier warrants that its delivery shall comply with the relevant statutory provisions and with accepted technical standards. The supplier also warrants that its delivery shall be of the agreed quality and, if no quality has been agreed, that the item shall be suitable for the use assumed according to the contract and, otherwise, that it shall be suitable for its customary use and shall be of a quality which is usually found in items of the same kind and which we can expect from that kind of item. Such quality shall also include properties which we can expect on the basis of the public statements made by the supplier, the manufacturer or its vicarious agent, particularly in advertising or in the labelling of the item to indicate particular properties, unless the supplier was not aware and also did not have to be aware of the statement, or it had been corrected in an equivalent way at the time of conclusion of the contract or was not capable of influencing the decision to purchase. The supplier further warrants that the design and composition of the delivered goods have not been changed compared with earlier identical deliveries which were without defect, unless such changes have been agreed with us before conclusion of the contract. The defence of late notification of defects shall not be allowed with respect to notifications of defects, even those which relate to surplus or short deliveries, if they are filed within two weeks of arrival of the goods at the place of destination. Dispatch of the notice of defects in good time shall be sufficient to preserve our rights. The statutory limitation for warranty claims shall be suspended if a notification of defects is sent to the supplier within the statutory limitation period.

If negotiations are pending between us and the supplier concerning the settlement of differences under warranty law, the statutory limitation shall be suspended until one of the parties refuses to continue negotiations. If the delivered goods are defective, we shall be entitled to the statutory warranty claims. In urgent cases we shall be entitled to rectify the defect ourselves or to have it rectified by a third party or to cover our requirements from a third party at the supplier's expense. For the purpose of rework, the defective goods shall be made available to the supplier either at the place where they are located at the time the defect is discovered or at the place of destination as defined in Clause 3, at our discretion. The supplier undertakes to collect the goods from that place if rework is not possible on site and, subsequently, to return them there.

The costs of rework and the costs and risk of all the transportation undertaken for the purposes of rework shall be borne by the supplier. The warranty periods shall be suspended for the duration of the rework.

8. Manufacturing aids

All manufacturing aids as designs, drawings, models, samples, measuring and testing equipment, delivery and testing instructions, printer's copy etc., also tools lent by us to the supplier to enable him to carry out the order, shall remain our property. The manufacturing aids made by the supplier in order to carry out the order and charged to us shall become our property from the time of manufacture. They shall be kept for us by the supplier until delivery.

The above-mentioned manufacturing aids and the objects manufactured with their use shall not be used for other purposes, duplicated or passed on to third parties without our written consent. They shall be secured against unauthorized inspection and use. They shall be returned to us without special request by the supplier when he no longer requires them to complete the delivery or work, unless we expressly permit the supplier to retain them. We shall have the exclusive right to exploit the developments given rise to by the order and the further developments resulting from these.

9. Industrial property rights

It shall be the responsibility of the supplier to ensure that the goods supplied and/or their use do not infringe any industrial property rights or other rights of third parties. Where such rights do exist the supplier shall, irrespective of his or our cognizance, compensate us for any damage arising therefrom. The supplier shall moreover be bound to indemnify us against claims by third parties arising from industrial property rights. All claims out of or in connection with any infringement of the before mentioned rights are subject to a limitation period of 10 years from the day of the passing of the risk.

10. Reservation of title

The reservation of title by the supplier shall be excluded unless covered by our written consent.

11. Place of performance

The place of performance for the delivery shall be the place where the risk is passed; the place of performance for payment shall be Hamburg.

12. Place of jurisdiction, legal competence

The place of jurisdiction in case of disputes shall be Hamburg. We shall however be entitled, at our discretion, to bring an action against the supplier at another admissible place of jurisdiction. The legal relationship shall be governed by the laws of Germany. However, the UN-Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

Receipt of goods:	Monday - Thursday	7-14:00	
	Friday		7-11:00
Tanker	Monday-Friday	7-12:00	

All data required for contract handling will be stored in our EDP

(05/05)