



GEAR UP SUPPLY AGREEMENT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS are applicable to the supply agreement by and between INTERTAPE POLYMER CORP., a Delaware corporation, including its affiliates or subsidiaries, located at 100 Paramount Drive, Suite 300, Sarasota, FL 34232 (collectively hereinafter referred to as “Supplier”), and the applicable distributor (“Distributor”) and end user (“End User” and, together with Distributor, “Company”) party to such supply agreement (each a “Supply Agreement and, together with these Terms and Conditions, this “Agreement”). For the avoidance of doubt, each of the Distributor and End User are both individually and jointly liable for fulfilling the obligations under this Agreement.

1. Purpose and Scope Company and Supplier wish to establish a business relationship in accordance with the terms and conditions of this Agreement whereby Supplier will produce, provide, and sell to Company certain products (the “Products”), consisting of (i) film products and related machinery parts; and (ii) gear or equipment upgrades that may be provided at no charge or on a loan basis in connection with Company’s participation in the Gear Up Program described herein (the “Program”). During the Term (as defined below) of this Agreement, Company shall purchase from Supplier and Supplier shall sell or provide to Company the Products ordered by Company pursuant to the terms hereof and any Purchase Order (“PO”). Notwithstanding the foregoing, free gear component Products and upgrades provided under the Program are not sold, and Section 5, Ordering, Invoicing, and Shipping Procedures do not apply to such Products.

2. Term

2.1 Subject to the provisions of termination as hereinafter provided, the Term of this Agreement shall be for the period set forth in the Supply Agreement, not to be less than one year (the “Initial Term”). This Agreement will auto-renew for successive one-year periods (each, a “Renewal Term”) unless a party provides 30 days notice prior to the end of the Initial Term or any Renewal Term that it does not wish for the Agreement to auto-renew. The Initial Term and any Renewal Term are each referred to herein as the “Term”.

2.2 This Agreement may be terminated by any party upon written notice to the other parties (“Termination Notice”) (a) if a party fails to perform or otherwise breaches a material obligation under this Agreement, provided that such party failing to perform or otherwise breaching shall have thirty (30) days from the date the Termination Notice is received to cure the failure to perform or breach of an obligation, at which time this Agreement shall terminate if failure or breach has not been cured to the reasonable satisfaction of the non-breaching parties, or (b) for any reason or no reason but with ninety (90) days’ notice. The right of termination provided above is not exclusive of any remedies to which either party may otherwise be entitled at law or in equity in the event of a breach of this Agreement. This Agreement shall terminate immediately upon the giving of notice by a party if the other party makes a general assignment for the benefit of creditors, becomes insolvent, has a receiver appointed for all or substantially all its assets, or is subject to court-approved reorganization or other creditor arrangement proceedings.

2.3 Upon termination by either party as provided above, the parties agree that any PO for Products received by Supplier or Distributor prior to the date of termination of this Agreement shall be accepted, filled, and delivered by Supplier or Distributor and Company shall remit payment for the same provided that the Products are acceptable to Company. Company shall not be obligated to accept any Products delivered by Supplier or Distributor to Company after the delivery date for such Products specified in Company’s purchase order, and any Products delivered after such date may be returned by Company to Supplier or Distributor, at Supplier’s or Distributor’s sole cost and expense, or, in the alternative, accepted by Company, in which event Company shall remit payment for the same as applicable.

3. Gear Up Program To participate in the Gear Up Program, Company must commit to purchasing a specified volume and grade of film, as set forth in the Supply Agreement. Subject to that commitment, Supplier will provide a free physical evaluation of Company’s equipment by Supplier’s expert service team, including load analysis and a detailed report outlining potential performance enhancements and cost savings. The evaluation, including any reports, analysis, or recommendations provided by Supplier as part of the Gear Up Program (collectively, the “Evaluation”), is intended solely for informational purposes to assist Company in assessing its equipment and film usage. Upon acceptance of the Evaluation and execution of a one-year supply commitment, Supplier will install upgraded pre-stretch gears to optimize film and machine performance. The upgraded gears are provided by Supplier on a conditional basis and are not sold to Company. These gears remain the property of Supplier unless otherwise agreed in writing. If Company fails to meet the agreed-upon film purchase commitment, Supplier reserves the right to, at its sole discretion: (i) invoice Company for their replacement value and the cost of labor and installation; or (ii) require the immediate return of the installed gears at Company’s expense.

4. Miscellaneous

4.1 Company agrees during the Term of this Agreement to pay Supplier the prices for the Products as set forth in each PO. The prices include all costs to be billed to Company and represent the Supplier’s total right to remuneration for the products under this agreement, except as otherwise provided herein. The prices set forth herein do not include any sales, excise, use, value added or other similar taxes. All such taxes shall be invoiced to and paid by Company.

4.2 In the event of a Force Majeure, the production or delivery of the Products is curtailed or discontinued, Supplier may, by notice to Company, curtail or discontinue the Products only for the duration of such event of Force Majeure. “Force Majeure” shall be defined as an event beyond a party’s control and without the fault or negligence of such party, including, but not limited to, acts of God, fires, or floods, provided that the party affected thereby gives the other party prompt written notice of the occurrence of any event which is likely to cause any such delay or failure and of its best estimate of the length of any delay and the possibility that it will be unable to resume performance; and provided further that said affected party shall use its best efforts to expeditiously overcome the effects of that event and to resume performance. Each party shall forthwith notify the other party of any circumstance or fact which materially and adversely affects or could be reasonably expected to have a material adverse effect on such party’s ability to perform its obligations hereunder.

4.3 End User agrees during the Term to purchase Supplier manufactured rolls of film exclusively from the Distributor.

4.4 P.O.S. reporting is required to validate sales of products quarterly. Distributor shall provide such reporting within two weeks after the end of each calendar quarter which shall be reviewed at regular intervals. During standard business hours, a representative of Supplier may visit End User to validate the use of Supplier- manufactured film. If product consumption is not met, Supplier may remove the free gear provided or invoice Company for their replacement value and the cost of labor and installation, and Company agrees to pay such amounts.

5. Ordering, Invoicing, and Shipping Procedures The procedures described in this Section do not apply to free gear component Products and upgrades provided under the Program.

5.1 Company will order the Products through individual POs to Supplier and Supplier agrees to deliver the Products for such orders under this Agreement for the prices stated herein. Each PO must include the Supply Agreement Contract Number. Payment terms shall be Net 30 days from the date of Supplier’s invoice unless otherwise agreed. All Products shall ship directly to the End User freight prepaid or prepaid and add for the rental or deeply discounted programs and included on the invoice. Expedited freight costs will incur additional fees to the Distributor.

5.2 Point of Sale (“P.O.S.”) Submittal Process: Distributor is required to submit P.O.S. reporting to Capp@itape.com. Distributor may use Supplier P.O.S. form or submit in Microsoft Excel the following information: (a) Supply Agreement Contract Number, (b) Invoice Date (Distributor), (c) End User Name, (d) Supplier’s Resource Number, (e) Distributor Name, (f) Quantity Purchased, (g) Supplier’s Customer Sold to Account Number, and (g) the Quantity Purchased Unit of Measure.

5.3 PO Submittal Process: Submit POs to Intertape machine division customer service representative(s). Fax Number 800-462-1293/Phone Number 800-972-4675. Supply Agreement Contract Numbers must be provided on all equipment POs utilizing any Program.

6. Warranty

6.1 Supplier expressly warrants that the Products sold under this Agreement will meet their published specifications at the time of shipment. Free gear component Products provided under the Program have a warranty limited to the warranty granted to Supplier by the applicable manufacturer. All sales of Products hereunder shall be subject to Supplier’s standard terms and conditions of sale located at: <https://www.itape.com/terms-and-conditions-at-ipg/>

6.2 **THE WARRANTY CONTAINED IN SECTION 6.1 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,**

INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REGARDING THE ACCURACY, COMPLETENESS, OR APPLICABILITY OF THE EVALUATION, OR ANTICIPATED RESULTS OR SAVINGS. THE LIABILITY OF SUPPLIER, IF ANY, ARISING OUT OF THIS AGREEMENT, THE EVALUATION, OR OTHERWISE WITH REGARD TO THE PRODUCTS OR, FOR ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES, WHETHER ARISING FROM SUPPLIER'S NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT FOR WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF PROFITS, OR LOST SAVINGS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES.

6.3 Company may reject and return any defective or non-conforming Products delivered under this Agreement, forwarding representative samples for inspection and verification by Supplier in accordance with Supplier's standard return policy. Supplier will, at its option, either: (i) replace defective Products without charge, or (ii) reimburse Company or credit Company on subsequent orders the amount paid for the defective or nonconforming Products. Risk of loss and transportation costs incurred in returning any defective nonconforming Products will be borne by Supplier. Supplier shall be responsible for any excess costs due to alternative transportation modes to expedite delivery of replacement Products to Company or supply the Products from an alternative manufacturing plant.

7. Notice Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, return receipt requested, to (a) Supplier at: Intertape Polymer Corp., 100 Paramount Drive, Suite 300, Sarasota, FL 34232, Attn: General Counsel, and (b) End User or Distributor at the addresses set forth in the Supply Agreement for each.

8. Assignment This Agreement may not be assigned without the written consent of the other party, which consent shall be not unreasonably withheld, conditioned or delayed; provided however, a sale or transfer of its business assets to an affiliate by Supplier shall not be considered an assignment hereunder, and the preceding restriction shall not apply.

9. Entire Agreement This Agreement, including all terms, exhibits and schedules referenced herein and attached hereto constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. In a case of conflict between any terms contained in any PO issued by Company and any of the terms set forth in this Agreement, the terms of this Agreement shall control and prevail. No change, modification or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties hereto, their successors or assigns.

10. Headings; Survival The Section and Subsection headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. The rights and obligations of the parties under Section 6 Warranty shall survive any termination or expiration of this Agreement.