



## **SUPPLY AGREEMENT TERMS AND CONDITIONS**

**THESE TERMS AND CONDITIONS** are applicable to each 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 the Distributor and End User are both individually and jointly liable for fulfilling the obligations under this Agreement.

### **1. Purpose and Scope**

1.1 Company and Supplier wish to establish a business relationship in accordance with the terms and conditions of this Agreement whereby Supplier will produce and package certain tape and machinery products (the "Products"). During the Term (as defined below) of this Agreement, Company shall purchase or rent from Supplier and Supplier shall sell or rent to Company the Products ordered by Company pursuant to the terms hereof and any Purchase Order ("PO").

1.2 During the Term, Company elects, as indicated in the Supply Agreement, to participate in any or several of the following programs (each, individually, a "Program" and together, the "Programs") offered by Supplier: (i) Tape Head – Leased or giveaway; (ii) Tape Head – Deeply Discounted or rented; (iii) Voucher Program; and/or (iv) Machine Discount with Tape Agreement.

### **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 "Term"). This Agreement will auto-renew for successive one-year periods with changes upon written consent of all parties. Supplier shall be permitted to withhold its consent to any such renewal if End User's commitment is not met.

2.2 This Agreement may be terminated by either party upon written notice to the other party ("Termination Notice") (a) if the other 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 party, or (b) for any reason or no reason but with ninety (90) days' notice. 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. **Programs** To the extent that Company has elected to participate in one or more Programs as indicated on the Supply Agreement, the following provisions apply with respect to such Program(s). Qualification for any Program will be based on tape volume, grade, and commitment. Should Company fail to meet the agreed upon tape consumption commitment(s), Supplier reserves the right to invoice Company the difference between the list price and the quoted price for Products. Supplier also reserves the right to require Company to return free or loaned Products provided in anticipation of such agreed upon tape consumption commitment(s) or if Company discontinues use of tape.

#### **A. Tape Head –Leased or Giveaway:**

If participating in the in the Tape Head- Leased or Giveaway Program, a commitment based on tape volume and grade is required to be eligible to lease ET Xtreme ("ETX") models or to receive ET2 Plus models at no charge. Tape heads will ship to the End User, standard freight prepaid by Supplier.

1. One tape head spare parts kit (those shown on the Fee Schedule) per tape head shipped can be ordered via a PO at any time during the Term of the Agreement after the initial shipment of the tape heads.
2. Tape heads will be maintained in good working order by the End User at their own expense.
3. Standard adapter kits are available, if necessary, with the initial tape head shipment at no charge. One adapter kit covers hardware necessary for upper and lower tape head installation per machine. Additional adapter kits are available at a cost, plus freight. Must include adapter kits on the PO.
4. Tape head upgrade form must be submitted prior to adapter kit shipment.
5. If participating in the Tape head Program, then you are automatically eligible to purchase discounted tape heads or rent tape heads with no further tape commitment within limit.
6. ETX model Tape heads will be returned to Supplier if a party is non-compliant with the terms of this Agreement or the Agreement has terminated. Non-compliant and missing tape heads will be invoiced in accordance with the fee schedule.

#### **B. Tape Head – Deeply Discounted or rented:**

If participating in the Tape Head - Deeply Discounted or rental program only, a commitment based on tape volume and grade is required to be eligible to purchase ET2 Plus models or rent ETX models.

1. The tape heads will be shipped (freight terms pre-pay and add) to the End User and invoiced up front to the Distributor per the most recent fee schedule.
2. Deeply discounted program - Standard adapter kits and spare parts kits are available at a cost, plus freight.
3. Rental Program - Standard adapter kits are available, if necessary, with the initial tape head shipment. One adapter kit covers hardware necessary for upper and lower tape head installation per machine. Additional adapter kits are available at a cost, plus freight. Must include adapter kits on PO.
4. Tape head upgrade form must be submitted prior to adapter kit shipment.
5. Rented tape heads will be returned to Supplier if a party is non-compliant with the terms of this Agreement or the Agreement has terminated. Missing tape heads or non-compliant tape heads will be invoiced in accordance with the fee schedule.
6. Deeply discounted non-compliant tape heads will be invoiced in accordance with the fee schedule.

#### **C. Voucher Program:**

1. Vouchers are valued at \$500 off list price for any purchase.
2. A voucher certificate containing a discount code will be emailed to the Company.
3. Vouchers can be used toward any Interpack Machines, Interpack Options, Interpack Parts, Supplier Tape Dispensers. Better Packages Branded WAT Tabletops, accessories or parts are excluded.
4. Vouchers expire upon termination of this Agreement but may be carried over to the next agreement if End User is compliant with the Agreement and the Agreement auto renews.
5. When applying the voucher to an order the applicable PO must reference the Supply Agreement number and the voucher certificate number.
6. Discounts will be taken off the highest value product first and then from the second highest value product on the PO until the voucher is fully used.
7. Aggregate voucher certificates for an End User cannot exceed \$6,000 annually.
8. This Program may not be selected for a term longer than one year.

### **4.0 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. Prices for consumable Products are subject to change. 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 Interpack rolls of tape exclusively from the Distributor. Distributor agrees during the Term to provide spare parts for the tape heads and case sealers including wear parts such as blades, springs, and rollers at a cost to End User.

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 tape. If product consumption is not met, Supplier may remove the tape heads or charge the Distributor, and End User shall pay, the difference between the commitment and the use of Products.

#### **5. Ordering, Invoicing, and Shipping Procedures**

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 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](mailto: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. Contract Numbers must be provided on all equipment POs utilizing any Program.

#### **6. Warranty**

6.1 Supplier expressly warrants that the Products delivered under this Agreement will be free from any defect, including, but not limited to, latent defects, in workmanship and manufacture, and will conform in all material respects with the applicable Products literature as provided by Supplier. 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. THE LIABILITY OF SUPPLIER, IF ANY, ARISING OUT OF THIS AGREEMENT, OR OTHERWISE WITH REGARD TO THE PRODUCTS, 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 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.