

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”).

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”) at pricing set forth herein. During the term of this Agreement, Company shall purchase from Supplier and Supplier shall sell to Company the Products ordered by Company pursuant to the terms hereof and any Purchase Order.

1.2 During the term of this Agreement, 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 – Free; (ii) Tape Head – Deeply Discounted; (iii) Voucher Program; (iv) Machine Discount with Tape Agreement; (v) RipCord Loaner Supply Agreement; (vi) RipCord Purchase Supply Agreement; and (vii) Machine Trial.

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 may be renewed for successive Terms upon the written consent of all parties hereto. 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 fails to make progress so as to endanger performance, 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; provided, however, that any such termination by Company under this Section 2.2(b) may incur a reasonable penalty, including forfeiting credit back, may be assessed for early termination. 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 purchase order for Products received by Supplier or its distributor prior to the date of termination of this Agreement shall be accepted, filled and delivered by Supplier or its 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 its 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 its distributor, at Supplier’s or its 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 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 Products provided in anticipation of such agreed upon tape consumption commitment(s).

A. Tape Head – Free:

1. Tape heads will ship to the End User, standard freight prepaid by Supplier.
2. Spare part kits can be purchased with a free tape head supply agreement at a deeply discounted rate.
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 nominal cost-plus freight. Please include Adapter Kits on Purchase Order.
4. Tape Head Upgrade form must be submitted prior to adapter kit shipment.
5. If you participate in the Tape Heads – Free Program, then you are automatically eligible to purchase Deeply Discounted Tape Heads with no further tape commitment within limit.

B. Tape Head – Deeply Discounted:

1. If you participate in the Tape Head - Deeply Discounted program only, then 1 pallet minimum order is required to be eligible to purchase up to 2 deeply discounted tape heads.
2. The tape heads will be shipped (freight terms pre-pay and add) to the End User and invoiced up front to Distributor of record per the deeply discounted tape head price as quoted.
3. Standard adapter kits and spare parts kits are available at a nominal cost-plus freight.
4. Tape Head Upgrade form must be submitted prior to adapter kit shipment.

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, IPG Tape Dispensers. WAT Tabletops, accessories or parts sold through Better Packages are excluded.
4. Voucher Certificates expire upon termination of this Agreement without renewal or entering a new Agreement. Distributor has 60 days after the End Date to request a renewal of this Agreement before forfeiting any unused balance.
5. When applying the voucher to an order the applicable Purchase Order must reference the supply Agreement contract 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.

D. RipCord Loaner Supply Agreement:

1. No End Users located in IN, MA, MN, NY, or OR, or End Users located outside of North America are eligible for this Program.
2. Supplier has the right to reclaim the RipCord Tape Head if End User’s annual commitment is not met.
3. Tape and Cord are purchased separately. Purchase Orders must include “Loaner RipCord Tape Head” with cord resource number and this Agreement’s Contract Number. Cord is available for purchase.
4. End User shall contact Distributor for RipCord technical trouble shooting. Distributor will repair or replace the RipCord Tape Head. Distributor installs all RipCord Tape Heads.
5. Adapter Kits supplied at no charge, are required to be noted on a Purchase Order. One RipCord TH Spare Parts Kit included with each RipCord Tape Head shipped.
6. Additional Rip Cord Tape Heads can be loaned for a fee, with a signed annual Rip Cord Supply Agreement. Contact your Supplier Sales Rep for the applicable fee schedule.

E. RipCord Purchase Supply Agreement:

1. Only End Users located in IN, MA, MN, NY, or OR are eligible for this Program.
2. Distributor Purchases the RipCord Tape Head from Supplier for zero dollars.
3. Distributor will loan RipCord Tape Head to End User as determined between Distributor and End User.
4. Distributor agrees to collect the RipCord Tape Head from the End User if End User’s commitment has not been met within the most recent time commitment.
5. Distributor’s purchase of RipCord Tape Heads are for loan to End User Only. Tape Heads are not for re-sale without Supplier consent.

6. Tape and Cord are purchased separately. Purchase Orders must include “No Charge RipCord Tape Head” with cord resource number and this Agreement’s Contract Number. Cord is available for purchase.
7. End User shall contact Distributor for RipCord technical trouble shooting. Distributor will repair or replace the RipCord Tape Head. All RipCord Tape Heads are shipped to Distributor. Distributor installs all Tape Heads.
8. Adapter Kits supplied at no charge, are required to be noted on a Purchase Order. One RipCord TH Spare Parts Kit included with each RipCord Tape Head shipped.
9. Additional Rip Cord Tape Heads can be purchased for a fee, with a signed annual Rip Cord Supply Agreement. No additional pallet requirements are needed. Contact your Supplier Sales Rep for the applicable fee schedule.

F. Machine Trial:

1. Maximum End User trial timeframe is 10 business days.
2. Distributor must submit a valid purchase order for the cost of the trial machine and optional equipment. Company is responsible for freight.
3. If the machine is not purchased at the end of the trial timeframe, the trial machine must be returned to Supplier.
4. Upon Supplier’s receipt of a returned machine, the Distributor will be credited the cost of the machine and initial freight but shall be responsible for the return freight. Any expedited freight is excluded from credit.
5. Trial machine must be returned on original pallet with original packaging. Failure to do so will result in a repackaging fee of \$250 or more depending upon the unit.
6. Distributor is responsible for excessive wear & tear or damage to the machine and/or optional equipment.
7. Additional charges incurred to bring the machine back to saleable condition will be deducted from Distributors credit memo.
8. This Program excludes Case Rectors, WAT machinery, custom machines and non-standard machines.

4.1 Company agrees during the Term of this Agreement to pay Supplier the prices for the Products as set forth in each Purchase Order. 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 affect 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 nominal cost to End User.

4.4 P.O.S. reporting is required to validate sales of Products quarterly. Company 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 charge the Distributor, and Distributor shall pay, the difference between the commitment and the use of Products (except ripcord).

5. Ordering, Invoicing, and Shipping Procedures

5.1 Company will order the Products through individual purchase orders (“Purchase Orders”) to Supplier and Supplier agrees to deliver the Products for such orders under this Agreement for the prices stated herein. Each Purchase Order 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 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 PVack@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 (End User), (c) End User Name, (d) Supplier’s Resource Number, (e) Distributor Name, (f) Quantity Purchased, (g) Supplier’s Distributor Sold to Account Number, and (g) the Quantity Purchased Unit of Measure.

5.3 Purchase Order Submittal Process: Submit Purchase Orders 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 purchase orders 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. To the extent there are no conflicts, all sales of Products hereunder shall be subject to Supplier’s standard terms and conditions of sale as provided at <https://www.itape.com/en/termsandconditions> and incorporated herein by reference.

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.

6.4 Company represents and warrants that Company has reviewed Supplier’s Code of Business Conduct and Ethics located at: <https://www.itape.com/investor%20relations%20corporate%20governance%20documents> and agrees to abide by such Code of Business Conduct and Ethics.

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) Company 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 Purchase Order 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. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart.

11. 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), including the portions of the terms and conditions relating to Indemnity and Confidentiality, shall survive any termination or expiration of this Agreement.