

WAT 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 the WAT Case Sealer program.

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 during the most recent term/time commitment.

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, 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

3.1 All machines and associated accessories must ship direct to End User.

3.2 The parties shall review performance hereunder at regular intervals. The Agreement may be renewed upon written consent of all parties (as defined by signatures below).

3.3 If tape consumption commitments are not met Intertape reserves the right to charge the Distributor of record the difference between the quoted price and the list price for Products. Supplier also reserves the right to require Company to return the free Products provided in anticipation of such tape consumptions commitments. * Refer to P.O.S. submittal process.

3.4 End User must purchase Supplier manufactured WAT for case sealer solely from the distributor on record for the entire length of the supply agreement.

3.5 Supplier reserves the right to rescind the supply agreement discount if any tape other than Supplier manufactured WAT is in use on the WAT case sealer.

3.6 In consideration of this contract, the distributor will provide spare parts (beyond the original) for the Tape Heads of each case sealer including wear parts such as blades, springs, and rollers at nominal cost.

3.7 Intertape -water activated carton sealing tapes and INTERPACK™ packaging system are warranted solely as stated in writing by Intertape Polymer Group in associated product literature.

3.8 Expedited Freight costs will incur additional fees to the distributor.

3.9 installation of machinery is required at nominal cost.

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3.13 WAT Case Sealing and Erecting Site check list must be signed and approved by Machine Support

3.14 Case trials must be performed and approved by Machine Support

4. Products

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, pandemics, epidemics, 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 machine length rolls of tape exclusively from the Distributor. Distributor agrees during the Term to provide spare parts for each case sealer including wear parts such as blades, springs and rollers at nominal cost to End User.

4.4 P.O.S. (Point of Sale) reporting required to validate Tape Sales quarterly. Due within 2 weeks after each Fiscal Calendar Quarter. **(IPG Representative can visit End User to validate the use of IPG manufactured water activated tape).**

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.

Distributor is required to submit P.O.S. reporting to pvack@itape.com. You may use IPG P.O.S. form or submit in Microsoft Excel the following information:

Supply Agreement Contract Number	Invoice Date (End User)	End User Name
IPG Resource Number	Distributor Name	Qty Purchased
IPG Distributor Sold to Account Number	Qty Purchased Unit of Measure	

Purchase Orders

/Phone Number 800-972-4675. Supply Agreement 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 6.2 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/corporate%20governance/governance%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.