



INTERTAPE POLYMER CORP.

DISTRIBUTOR EQUIPMENT MAINTENANCE TERMS AND CONDITIONS

1. ACCEPTANCE; APPLICABILITY. These Distributor Equipment Maintenance Terms and Conditions (these "Terms") govern the performance of maintenance services ("Services") provided by Intertape Polymer Corp. ("IPG") to the distributor identified in IPG's applicable proposal, price quote, or acknowledgment ("Distributor"). Services provided under these Terms are performed in connection with equipment owned or operated by Distributor's customers (each, an "End-User"). These Terms are incorporated by reference into each such proposal, price quote, or acknowledgment issued by IPG (each, a "Quote"). By accepting a Quote, whether by signature, issuance of a purchase order, or commencement of performance, Distributor agrees to be bound by these Terms in their entirety. Any purchase order, acceptance, or other response by Distributor is expressly limited to these Terms. Any additional or different terms proposed by Distributor are hereby expressly objected to and rejected and shall not be binding on IPG unless separately agreed to in a writing signed by an authorized representative of IPG. IPG's failure to object to any such additional or different terms does not constitute a waiver of these Terms.

These Terms, together with the applicable Quote, constitute the parties' complete agreement with respect to the Services described in that Quote (the "Agreement"). In the event of any conflict between these Terms and a Quote, the Quote shall control. IPG reserves the right to update or modify these Terms at any time by posting a revised version at the URL where these Terms are published. Updates will be effective upon posting, except that any Quote accepted prior to the effective date of an update will remain subject to the Terms in effect at the time of acceptance unless Distributor affirmatively agrees otherwise.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in the applicable Quote, or if none are stated; (ii) IPG's standard rates in effect when IPG receives Distributor's purchase order; or if neither (i) nor (ii) apply, then IPG's standard rates in effect when the Services are performed.

(a) Payment. Unless stated otherwise in the applicable Quote, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Taxes. Unless stated in writing by IPG, IPG's rates exclude charges for taxes, excises, fees, duties, tariffs charged on the importation of goods into the United States, or other government charges related to the Services. Distributor will pay these amounts or reimburse IPG. If Distributor claims a tax or other exemption or direct payment permit, Distributor will provide a valid exemption certificate or permit and indemnify, defend, and hold IPG harmless from any taxes, costs, and penalties arising therefrom. Increases, changes (including in application), adjustments, or surcharges that may be incurred are for Distributor's account.

(c) Late Payments. Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by applicable law, whichever is lower.

(d) Disputed Invoices. If Distributor disputes all or any portion of an invoice, Distributor must deliver written notice to IPG of the disputed amount and the basis for the



dispute within twenty-one (21) days of receiving the invoice. Failure to timely notify IPG of any dispute constitutes a waiver of Distributor's claim. If Distributor disputes only a portion of the invoice, Distributor must pay the undisputed portion in accordance with Section 2(a). Upon resolution of the dispute in favor of IPG, Distributor must pay the invoice or the remainder thereof, plus any accrued interest on the late payment.

(e) Suspension/Termination Right. IPG may suspend Services if an undisputed invoice is more than fifteen (15) days past due. IPG may terminate the Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, IPG may also terminate the Agreement immediately in the event of a material adverse change in Distributor's financial condition, including, but not limited to, bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the applicable Quote ("Site"). Risk of loss of or damage to equipment, including "Equipment" (equipment, materials, components, and items of any kind for which IPG is to provide Services under the Agreement), shall remain with the End-User at all times during the performance of the Services.

Any performance or completion dates are estimated only. IPG is not liable for any loss or expense incurred by Distributor or any End-User if IPG fails to meet any such dates.

4. TERM; CANCELLATION. The initial term of each Agreement shall be twelve (12) months from the date Distributor accepts the applicable Quote (the "Initial Term"). Except for IPG's termination rights under Section 2 and this Section 4, the Agreement is non-cancellable during the Initial Term. Thereafter, the Agreement shall automatically renew for consecutive one-year renewal terms (each, a "Renewal Term"; the Initial Term and any Renewal Term are collectively referred to as the "Term"). Prices during each Renewal Term shall automatically increase by three percent (3%) over the prices in effect during the immediately preceding Term, effective on the first day of each Renewal Term. Either party may terminate the Agreement effective at the end of the Initial Term or at the end of any Renewal Term by giving the other party at least sixty (60) days' prior written notice. Either party may terminate the Agreement for material breach by the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. After the Initial Term, IPG may terminate the Agreement immediately if parts are no longer available to support the Equipment.

5. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. For the avoidance of doubt, failure to pay shall not constitute a force majeure event.



6. SERVICE CONDITIONS. IPG's performance is contingent upon IPG being provided with all necessary access to Equipment, where applicable, and all required "Other Party Parts" (parts, components, equipment, or materials (i) not manufactured by IPG or (ii) provided by Distributor or an End-User), documents, permits, and approvals needed for IPG to perform the Services, including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. IPG must have access to the Site as reasonably required for the performance of the Services. Distributor is responsible for ensuring that all conditions set forth in this Section are satisfied, including by flowing down applicable obligations to End-Users as necessary. IPG may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or delays resulting from these conditions not being met.

The Site must be maintained in a safe condition. IPG must be promptly notified of any Site conditions requiring special care and provided with any available documents describing the quantity, nature, location, and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site that may impact the Services or present safety hazards to IPG's personnel. Distributor is responsible for ensuring that this notification obligation is met, whether by Distributor or the applicable End-User.

7. INDEMNITY. Distributor shall defend, indemnify, and hold IPG harmless from any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and costs of litigation) incurred by IPG as a result of bodily injury, death, or property damage caused or alleged to have been caused by the Equipment; provided that IPG promptly notifies Distributor of any such claim in writing, gives Distributor sole control of the defense and all related settlement negotiations, and cooperates with Distributor in defending or settling any such claim. IPG will have the right, at its own expense, to participate in the defense of any such claim or action. Distributor will not settle any such claim or action without the prior written consent of IPG, which consent will not be unreasonably withheld or delayed.

8. WARRANTY.

(a) Services Warranty. IPG warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet this warranty standard within ninety (90) days from completion of the Services ("Warranty Period"), and such non-conformance is promptly reported to IPG during the Warranty Period, IPG shall at its own expense re-perform the relevant Services or, in IPG's sole discretion, refund Distributor the pro rata portion of the fees paid to IPG allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranty. The Warranty is conditioned on: (i) no repairs, modifications, or alterations being made to the Equipment other than by IPG or its authorized representatives; (ii) the Equipment being handled, used, stored, installed, operated, and maintained in compliance with any parameters, instructions, manuals, operating procedures, or other similar requirements or documents set forth by the Equipment manufacturer or provider; (iii) or in the absence of such conditions, parameters, or instructions, or to the extent not applicable, in accordance with generally accepted industry standards applicable in the locale where the Services are performed and having regard to the nature of the Services; (iv) use of the Equipment being discontinued after an End-User has, or should have had, knowledge of any



defect in the Equipment; (v) IPG being provided with reasonable access to operating and maintenance data as requested by IPG; (vi) the Equipment not having been subjected to accident (including force majeure events), alteration, abuse, or misuse; and (vii) Distributor not being in default of any payment obligation. IPG must be provided, without cost to IPG, access to the nonconformity by disassembling, removing, replacing, and reinstalling any Equipment, materials, or structures to the extent necessary to permit IPG to perform its warranty obligations. Distributor is responsible for ensuring that all conditions set forth in this Section 8(b) are satisfied, including by flowing down applicable obligations to End-Users as necessary.

(c) Exclusions. The Warranty does not apply to any Other Party Parts or Equipment to the extent that such Other Party Parts or Equipment are defective or do not comply with the requirements of Section 20(a)-(c), or to services not performed by IPG pursuant to the Agreement. IPG will have no liability to Distributor under any legal theory for such Other Party Parts, Equipment, services, or any related assignment of warranties.

(d) Warranty Notice. Distributor must provide written notice of any warranty claims within the applicable Warranty Period. Absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranty has been satisfied.

(e) Remedies. Distributor's sole and exclusive remedy for breach of the Warranty is limited, at IPG's discretion, to re-performance of the non-conforming portion of the Services within a reasonable time period. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless IPG agrees otherwise in writing, Distributor will be responsible for any costs associated with: (i) transportation to and from the IPG factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance with Section 8(b) or from their deteriorated condition.

(f) Disclaimer. THE WARRANTY SET FORTH IN THIS SECTION 8 IS IPG'S SOLE AND EXCLUSIVE WARRANTY AND IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTION 9 BELOW. IPG MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR USAGE OF TRADE, AND IPG HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, IPG IS NOT LIABLE TO DISTRIBUTOR, ANY END-USER, OR ANY OTHER PERSON, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL, OR OPPORTUNITY, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

IPG'S MAXIMUM LIABILITY UNDER ANY AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO IPG FOR THE SERVICES GIVING RISE TO THE CLAIM.



THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF IPG HAS BEEN ADVISED BY DISTRIBUTOR OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY SUCH LIMITATION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY, AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS SECTION 9 EXTEND TO IPG'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, AND SUCCESSORS AND ASSIGNS.

10. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

11. CHANGES IN SERVICES. No change will be made to the scope of Services unless Distributor and IPG agree in writing to the change and any resulting price, schedule, or other contractual modifications. If any change to any law, rule, regulation, order, code, standard, or requirement impacts IPG's obligations or performance under the Agreement, IPG shall be entitled to a change order for an equitable adjustment in the price and time of performance.

12. NON-WAIVER. Any waiver by a party of strict compliance with these Terms must be in writing, and any failure by a party to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

13. UPDATES TO THESE TERMS. IPG reserves the right to update or modify these Terms at any time by posting a revised version at the URL where these Terms are published. Updates are effective upon posting. Any Quote accepted prior to the effective date of an update will remain subject to the Terms in effect at the time of acceptance, unless Distributor affirmatively agrees to the updated Terms in writing. Distributor's continued acceptance of Quotes following notice of an update constitutes acceptance of the updated Terms with respect to those subsequent Quotes.

14. ASSIGNMENT. Neither party may assign all or part of an Agreement, or any rights or obligations thereunder, without the prior written consent of the other party; provided, however, that either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate, or to such entity's successor organization (whether as a result of reorganization, restructuring, or sale of substantially all of a party's assets).

15. APPLICABLE LAW AND JURISDICTION. These Terms and each Agreement are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH IPG AND DISTRIBUTOR KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS OR ANY AGREEMENT. Each party agrees that claims and disputes arising out of these Terms or any Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in the State of Florida. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any such claims or disputes.



16. SEVERABILITY. If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal, or unenforceable provision to reflect, as closely as possible, the parties' original intent.

17. SURVIVAL. The Sections entitled "Limitation of Liability," "Indemnity," and "Risk of Loss and Schedule" survive any termination, expiration, or cancellation of an Agreement.

18. SITE SAFETY. IPG shall not be obligated to commence or perform Services unless the Site complies with all applicable federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which IPG will perform the Services. In the event a Site is non-compliant, IPG may suspend the Services until the non-compliance has been corrected. To the extent IPG incurs additional time and expense as a result of such non-compliance, IPG shall be entitled to an equitable adjustment in the schedule, price, and other affected provisions of the Agreement. Distributor is responsible for ensuring Site safety compliance and for flowing down this obligation to End-Users as necessary.

19. NON-SOLICITATION. During the Term of any Agreement and for twelve (12) months thereafter, each party agrees that it shall not, without the other party's prior written consent, employ or hire, directly or indirectly, in any capacity, any employee of the other party or any person who was an employee of the other party during the twelve (12) month period prior to such employment or hire, and shall not encourage or cause any employee of the other party to leave the employ of that party during the same period. After the expiration of the twelve (12) month period following the date on which a former employee's employment with the other party was terminated, a party may employ or engage any such former employee. This Section applies only to employees who worked on administering or providing Services under the applicable Agreement.

20. OTHER PARTY PARTS. Distributor warrants that any and all Other Party Parts that may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment, or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) be timely provided to IPG; and (c) be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

21. ENTIRE AGREEMENT. These Terms, together with the applicable Quote, constitute the entire agreement between IPG and Distributor with respect to the Services described in that Quote and supersede any prior agreements or understandings with respect to such subject matter.