



INTERTAPE POLYMER CORP.

EQUIPMENT MAINTENANCE TERMS AND CONDITIONS

1. **ACCEPTANCE; APPLICABILITY.** These Equipment Maintenance Terms and Conditions (these "Terms") govern the performance of maintenance services ("Services") provided by Intertape Polymer Corp. ("IPG") to the buyer identified in IPG's applicable proposal, price quote, or acknowledgment ("Buyer"). 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, Buyer agrees to be bound by these Terms in their entirety. Any purchase order, acceptance, or other response by Buyer is expressly limited to these Terms. Any additional or different terms proposed by Buyer 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 Buyer 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 Buyer'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. Buyer will pay these amounts or reimburse IPG. If Buyer claims a tax or other exemption or direct payment permit, Buyer 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 Buyer'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 Buyer disputes all or any portion of an invoice, Buyer 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 Buyer's claim. If Buyer disputes only a portion of the invoice, Buyer



must pay the undisputed portion in accordance with Section 2(a). Upon resolution of the dispute in favor of IPG, Buyer 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 Buyer'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 Buyer's equipment, including "Equipment" (equipment, materials, components, and items of any kind for which IPG is to provide Services under the Agreement), shall remain with Buyer 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 Buyer or Buyer's customers 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 Buyer 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. **BUYER'S OBLIGATIONS.** IPG's performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under the Agreement. These obligations



include Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment, or materials (i) not manufactured by IPG or (ii) provided by Buyer), 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. Buyer shall provide access to the Site as reasonably required by IPG for the performance of the Services. 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 the failure of Buyer, Buyer's contractors, successors, or assigns to meet these or any other obligations under the Agreement. Buyer warrants that it has the authority and right to permit IPG to perform Services on the Equipment and that Buyer's acceptance of the Agreement will not violate or conflict with any other agreement to which Buyer is a party or by which Buyer is bound.

Buyer shall also maintain the Site in a safe condition, notify IPG promptly of any site conditions requiring special care, and provide IPG 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.

7. **INDEMNITY.** IPG and Buyer (each as an "Indemnitor") shall indemnify, hold harmless, and defend the other ("Indemnitee") from and against all third-party claims alleging bodily injury, death, or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site owner) is considered third-party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third-party claims covered by this Section. Indemnitor has the unrestricted right to select and retain counsel, and the exclusive right to conduct the legal defense and/or settle the claim on Indemnitee's behalf. Indemnitee shall not make any admissions that might be prejudicial to Indemnitor and shall not enter into a settlement without the express written consent of Indemnitor.

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 Buyer promptly reports such non-conformance to IPG during the Warranty Period, IPG shall at its own expense re-perform the relevant Services or, in IPG's sole discretion, refund Buyer 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) Buyer handling, using, storing, installing, operating, and maintaining the



Equipment 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) Buyer discontinuing use of the Equipment after it has, or should have had, knowledge of any defect in the Equipment; (v) Buyer providing IPG with reasonable access to operating and maintenance data as requested by IPG; (vi) Equipment not having been subjected to accident (including force majeure events), alteration, abuse, or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, 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.

(c) Exclusions. The Warranty does not apply to any Third Party Parts or Equipment to the extent that such Third Party Parts or Equipment are defective or do not comply with the requirements of Section 19(a)-(c), or to services not performed by IPG pursuant to the Agreement. IPG will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services, or any related assignment of warranties.

(d) Warranty Notice. Buyer 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. Buyer's sole and exclusive remedies for breach of the Warranty are 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, Buyer 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 by Buyer 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, 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 BUYER 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 Buyer 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 Buyer affirmatively agrees to the updated Terms in writing. Buyer'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 BUYER 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.** Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which IPG will perform the Services. IPG shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site is non-compliant, IPG may suspend the Services until Buyer corrects the non-compliance. To the extent IPG incurs additional time and expense as a result of Buyer's non-compliance, IPG shall be entitled to an equitable adjustment in the schedule, price, and other affected provisions of the Agreement.

19. **THIRD PARTY PARTS.** Buyer warrants that any and all Third 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.

20. **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.

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