



MACHINERY PURCHASE TERMS AND CONDITIONS

1. Acceptance; Applicability.

These Machinery Purchase Terms and Conditions (these "Terms") govern the sale, delivery, and installation of machinery by Intertape Polymer Corp. d/b/a Tishma Technologies / Nortech Industries ("Tishma") to the customer identified in Tishma's applicable proposal, price quote, or acknowledgment ("Customer"). The machinery to be sold under a given Quote (as defined below) is referred to herein as the "Machinery." These Terms are incorporated by reference into each proposal, price quote, or acknowledgment issued by Tishma (each, a "Quote"). By accepting a Quote, whether by signature, issuance of a purchase order, or commencement of performance, Customer agrees to be bound by these Terms in their entirety.

These Terms, together with the applicable Quote and any schedules referenced therein, constitute the parties' complete agreement with respect to the Machinery described in that Quote (the "Agreement"). In the event of any conflict between these Terms and a Quote, the Quote shall control. Any purchase order, acceptance, or other response by Customer is expressly limited to these Terms. Any additional or different terms proposed by Customer are hereby expressly objected to and rejected and shall not be binding on Tishma unless separately agreed to in a writing signed by an authorized representative of Tishma. Tishma's failure to object to any such additional or different terms does not constitute a waiver of these Terms.

Tishma 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 Customer affirmatively agrees otherwise.

2. Price; Payment Terms.

(a) The purchase price for the Machinery ("Purchase Price") is as set forth in the applicable Quote and any schedules thereto.

(b) All prices are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured, in whole or in part, by gross receipts applicable to a transaction, are to be borne by Customer. All export, import, and other duties, tariffs, and customs charges shall be paid by Customer. If Customer claims an exemption, Customer shall furnish satisfactory proof of such exemption to Tishma. Any taxes that Tishma may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, or consumption of any Machinery, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Customer, who shall promptly pay the amount thereof to Tishma upon demand.

(c) If payment is not made when due, Customer agrees to pay Tishma interest on the unpaid amount, calculated daily at the lesser of 18% per annum or the highest lawful rate.

3. Delivery And Installation.

(a) Delivery shall be Ex-Works (Incoterms 2020) Tishma's loading dock. Customer shall be responsible for all packing/crating, shipping, and unpacking charges. The date Tishma tenders substantially all of the Machinery for delivery at its loading dock is referred to herein as the "Delivery Date." Any damages caused by a delay of the Delivery Date that is caused by Customer's failure to meet its obligations under the Agreement, including, for the avoidance of doubt, any delay in scheduling testing or giving approvals as set forth in the applicable Quote or schedules, shall be borne by Customer.



(b) Tishma will install the Machinery in a professional and workmanlike manner in accordance with the specifications listed in the applicable schedules. On relocation or removal of any or all of the Machinery, Tishma will not be responsible for restoring the premises to its original condition.

(c) Customer will be responsible for and provide or arrange for, at its own expense: (i) necessary floor plans and accessible Machinery locations; (ii) separate electric source, circuits, and power; (iii) suitable space meeting operating environment requirements; (iv) heat, air conditioning, light, security, and other operating environmental requirements for the Machinery; (v) full access to the premises and the Machinery for Tishma; (vi) all necessary permits and licenses to install the Machinery; (vii) requests, invitation letters, and any other documents required for Tishma's personnel to travel to Customer's location and perform the installation, including, for the avoidance of doubt, any applications to labor authorities or other governmental or quasi-governmental entities necessary or advisable for the commissioning of the Machinery; and (viii) where not otherwise provided herein, raceway, conduit, holes, and wireways. Customer will make Tishma its agent and representative to identify and order with Customer necessary facilities and to coordinate installation.

4. Schedules. Each Agreement and any referenced schedules collectively and exclusively constitute the entire agreement between Tishma and Customer with respect to the sale and purchase of the Machinery described in that Quote.

5. Extension Of Time Of Performance. The Delivery Date, Factory Acceptance Test / Qualification Machinery Test / Customer Acceptance Test at Tishma's location ("FAT"), and Tishma's performance may be adjusted, suspended, or cancelled by Tishma to the extent that, and for the time that, such adjustment, suspension, or cancellation is caused by Customer nonpayment, Customer's failure to execute an acceptance certificate, Customer's failure to meet its obligations under Section 3(c), or Customer nonperformance of any of its other obligations under the Agreement. All expenses incurred by Tishma due to any such action or inaction by Customer shall be reimbursed by Customer immediately upon invoice from Tishma.

6. Security Interest. Tishma reserves, and Customer hereby grants to Tishma, a security interest in the Machinery in the amount of any unpaid portion of the Purchase Price. Customer authorizes Tishma to file any financing statements or other documents necessary to perfect or maintain Tishma's security interest. A copy of the applicable Agreement, together with the applicable Quote, may be filed at any time after Customer's acceptance as a security agreement to perfect Tishma's security interest.

7. Risk Of Loss; Title. Customer assumes the risk of loss and damage to the Machinery or any part thereof from the Delivery Date. So long as any part of the Purchase Price is unpaid, Customer will maintain adequate insurance against fire, theft, or other loss for the Machinery's full insurable value, with Tishma as additional insured. Risk of loss will not affect title to the Machinery. Title passes upon full payment of the Purchase Price.

8. Pre-Shipment Acceptance. Customer shall conduct an acceptance test of the Machinery prior to shipment. Failure to do so, or failure to schedule such acceptance test within twenty (20) days of Tishma notifying Customer that the Machinery is ready for such acceptance test, shall be deemed acceptance of the Machinery and a waiver of any defect that could have been reasonably discovered by such an inspection.

9. Final Acceptance. Acceptance by Customer is required when the Machinery is either delivered plus thirty (30) days or is operating in accordance with the specifications listed in the applicable



schedules. At such time, Customer agrees to sign an acceptance certificate confirming that: (i) the Machinery has been installed in good condition; (ii) the Machinery is accepted as installed; and (iii) final payment is due without setoff or abatement. Once acceptance is required, Tishma may elect, in addition to the exercise of any other rights, to suspend any maintenance of the Machinery until the required acceptance certificate and final payment are delivered to Tishma.

10. Test Material. Customer shall provide, at its sole expense and risk, appropriate product and packaging materials in adequate quantities to enable Tishma to properly engineer and test the Machinery. Customer shall provide all such materials in adequate quantities for the FAT no later than five (5) business days prior to the FAT date. Failure or delay in providing test materials shall (i) relieve Tishma from any obligation to proceed further or to ship the Machinery, and (ii) require Customer to reimburse Tishma for any and all storage, maintenance, upkeep, or similar expenses resulting from a delay in the FAT. Customer and Tishma agree that the Purchase Price and other guaranteed values (including projected run speeds and throughput) set forth in the applicable Quote and schedules are determined based on information known at the time of the Agreement with respect to the test materials, and that, upon receipt of test materials, Tishma may reasonably adjust the Purchase Price to the extent that such information is not consistent with the test materials received from Customer.

11. Cancellation; Remedies.

(a) Customer's obligation to purchase the Machinery in accordance with the terms of the Agreement shall be firm and non-cancellable. If Customer does not accept or permit delivery or installation of the Machinery within fifteen (15) business days of Tishma's notice that the Machinery is ready for delivery or installation, Customer shall be deemed to have waived all post-delivery installation, service, and warranty obligations of Tishma.

(b) In the event Customer fails to pay any sums when due, or otherwise fails to perform any obligation under the Agreement when required, Tishma, in addition to all other remedies available to it at law or in equity and not in limitation thereof, may, but is not required to, at its option and without liability to Customer: (i) cease manufacturing or installing the Machinery; (ii) deactivate the Machinery or otherwise render it inoperable until paid the Purchase Price in full; (iii) enter Customer's premises with or without notice and take possession of and remove the Machinery; and/or (iv) either terminate the Agreement, retaining all sums paid, or dispose of the Machinery for Customer's account at the best price obtainable at public or private sale, with Customer remaining liable for any deficiency.

(c) If Customer does not accept or permit delivery or installation of the Machinery within fifteen (15) business days of Tishma's notice that the Machinery is ready for delivery or installation, Tishma may further, in its sole discretion: (i) place such Machinery in storage at Customer's expense for Customer's retrieval and invoice Customer for the full Purchase Price, which shall be immediately due and payable; (ii) terminate the Agreement and invoice Customer, as fixed, settled, and liquidated damages and not as a penalty, an amount equal to 20% of the Purchase Price, plus 100% of the cost to Tishma of all non-recoverable expenses, including, but not limited to, expenses relating to overhead, employee and contractor time, motors, electrical components, unique materials, and frames included in the Machinery; or (iii) deem such failure as a repudiation of the Agreement by Customer and seek any other remedy available at law or in equity. In no event shall Tishma be under any obligation to attempt to market or sell the Machinery to a different customer. Tishma's remedies are cumulative and non-exclusive, and Tishma shall have no obligation to attempt to retail or resell the Machinery or any specially designed parts or tooling for any other customer.

(d) All rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by Tishma of any right or remedy does not preclude the exercise of any other rights or remedies



that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

12. Warranty.

(a) Tishma warrants to Customer only that, for twelve (12) months from the Delivery Date, each item of Machinery sold to Customer shall be free from material defects in materials, design, and workmanship (the "Warranty"). In the event that an item of Machinery proves to be defective in materials, design, or workmanship during the Warranty period, Tishma shall, in its sole discretion: (i) repair the defective item; (ii) replace the defective item; or (iii) credit Customer's account for the cost to Customer of the same from Tishma. In each case, Customer shall, at Tishma's option, return the defective item to Tishma or dispose of it at Customer's cost and expense.

(b) The Warranty does not cover damage resulting from: (i) misuse of the Machinery or use contrary to standard operating instructions or use not contemplated in the applicable schedules; (ii) failure to provide a suitable operating environment, including any environmental factors not explicitly set forth in the applicable schedules, such as heat, humidity, run-time, location, or other applicable factors; (iii) damage caused by unauthorized attachments, modifications, or interconnection with incompatible electrical or mechanical devices; (iv) use of component parts obtained from, or installation, disassembly, maintenance, or repair by, any person other than Tishma; or (v) acts beyond the reasonable control of Tishma. Routine maintenance necessitated by normal use or ordinary wear and tear is not a defect or covered item within the meaning of this Warranty.

(c) THE WARRANTY SET FORTH IN SECTION 12(a) ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS, OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY WAIVED BY CUSTOMER. The employees and agents of Tishma are not authorized to make modifications to such warranties or to make additional warranties binding on Tishma; accordingly, additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Customer. Tishma's liability under the Warranty shall be limited solely to the cost of any necessary repairs to, replacements of, or refunds of the applicable portion of the Purchase Price for, the Machinery.

(d) THE WARRANTY IS CUSTOMER'S SOLE REMEDY FOR ALL COMPLAINTS AND CAUSES OF ACTION RELATED TO THE MACHINERY. TISHMA ASSUMES NO RISK OF, AND SHALL NOT IN ANY CASE BE LIABLE FOR, ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING FROM BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR REVENUE, LOSS OF USE OF THE MACHINERY OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF ANY PARTY DEALING WITH CUSTOMER FOR SUCH DAMAGES.

(e) No claim or suit shall be brought on an alleged breach of Tishma's warranty more than fifteen (15) months following the Delivery Date.

(f) This Warranty allocates the risks of Machinery failure between Tishma and Customer, as authorized by the Uniform Commercial Code and other applicable law. Tishma's pricing for the Machinery reflects this allocation of risk and the limitations of liability contained in these Terms.

13. Limitation On Liability; Indemnification. Tishma will be responsible only for death, injury, or damage to tangible physical property including the Machinery that is caused solely by the negligence of its employees during delivery or installation, and that is reported to Tishma in writing within ten (10) business days. Customer agrees to indemnify, protect, save, and hold harmless Tishma, its affiliates,



agents, distributors, successors, and assigns from and against any and all claims, actions, suits, personal injuries, proceedings, costs, reasonable expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the use, inability to use, interruption of, failure to maintain, condition (including, but not limited to, latent and other defects, whether or not discoverable), or operation of the Machinery by any person, including to the extent that such losses arise due to Customer's or any party other than Tishma's gross negligence or intentional misconduct. Notwithstanding the foregoing, Tishma may be represented in any such action, suit, or proceeding at its own expense and by its own counsel.

14. No Waivers. The waiver by Tishma of any default by Customer will not operate as a waiver of any default at any subsequent time. These Terms control and supersede any course of performance or usage of the trade inconsistent with any of the terms of these Terms.

15. Costs And Expenses. Customer agrees to pay all of Tishma's costs and expenses, including reasonable attorneys' fees, incurred in the enforcement of any Agreement.

16. Entire Agreement. These Terms, together with the applicable Quote and any schedules referenced therein, supersede all prior or contemporaneous proposals and negotiations and constitute the entire agreement between Tishma and Customer with respect to the purchase of the Machinery described in that Quote. No representation or statement not expressed herein or in the applicable Quote is binding upon Tishma. Any modification to a Quote or these Terms must be in writing and executed by an authorized representative of the party against whom enforcement is sought, except that Tishma may update these Terms in accordance with Section 1.

17. No Third-Party Beneficiaries. These Terms and each Agreement benefit solely the parties thereto and their respective permitted successors and assigns. Nothing in these Terms or any Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

18. Severability. Any provision of these Terms that is in conflict with any applicable statute or regulation shall be deemed null and void only to the extent of such conflict, and all other provisions of these Terms shall remain in full force and effect.

19. Force Majeure. Tishma shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, epidemic, pandemic, public health emergency, mill conditions, strikes, lockouts, differences with workmen, delays in transportation, shortage of cars, fuel, labor, or materials, inability or impracticability to obtain materials or shipping space on terms reasonably commensurate with those in effect at the time of the applicable Agreement, breakdowns, governmental acts and regulations, or any circumstances or cause beyond the reasonable control of Tishma in the conduct of its business.

20. Notices. All notices given under any Agreement shall be in writing, served on a party in person or at its address as specified in the applicable Quote by U.S. registered or certified mail or by recognized overnight courier service, return receipt requested. Notice shall be effective upon receipt.

21. Compliance. Customer represents and warrants that it has reviewed Tishma's Code of Business Conduct and Ethics, Human Rights Policy, California Supply Chain Transparency Requirements, and is aware that Tishma has adopted the Ten Principles of the UN Global Compact. Customer agrees to abide by the principles of each such policy and requirement and shall operate in ways that, at a minimum, meet



fundamental responsibilities in the areas of human rights, labor, environment, and anti-corruption, in each case as more specifically set forth in such documents and policies as they may be applicable to Customer. Customer shall comply with all applicable laws, regulations, and ordinances, and shall maintain in effect all licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under any Agreement.

22. Governing Law. These Terms and each Agreement shall be construed and regulated under the laws of the State of Florida without regard to its internal conflicts of law provisions. Each party irrevocably submits to venue and exclusive jurisdiction for any legal action authorized hereunder in the appropriate state or federal court located in Tampa, Florida. All proceedings brought under this Section and all evidence given or discovered pursuant hereto shall be maintained in confidence by all parties.