



**TERMS & CONDITIONS FOR  
INTERTAPE POLYMER CORP. AND ITS SUBSIDIARIES AND AFFILIATES ("IPG")  
(Non-Private Label)**

**THESE TERMS AND CONDITIONS SUPERSEDE ALL PRIOR IPG TERMS AND CONDITIONS**

**PRICES:** Prices are subject to change without notice. Invoices will be billed at prevailing prices at the time of shipment. Prices are subject to all federal, state, local or provincial taxes, which shall be at the Customer's expense. All quantity prices apply to single shipments only. Customer purchase orders will not be processed without pricing approval by IPG. If a purchase order is received with incorrect pricing, a revised purchase order is required before the order can be processed.

**PROOF OF DELIVERY (POD) END USER AGREEMENT:** IPG may offer a POD End User program to our Customers based on volume purchase requirements. Please speak with your IPG representative for more information. The parties must enter into a POD End User Agreement to participate in a POD program. The Customer may request a POD credit to be paid in the form a credit memo within one hundred and twenty (120) days of the original invoice, less the quantity previously credited. POD Credits will be issued using original purchase price based on First In First Out (FIFO) valuation method. Credit requests submitted after one hundred twenty (120) days of IPG invoice will not be accepted. The POD End User Agreement credit request form must be filled out completely and sent with required documentation through the online application or to the address listed on the POD End User Agreement Credit request form. Incomplete forms or failure to supply required documentation will result in delayed or denied credit request. POD End User credit requests below \$100.00 will not be accepted. All POD credits are subject to a reduction of early pay discount based on End User's terms. Any failure to abide by these terms and conditions or contract volume commitments will result in denial of the credit request and/or restrict access to future POD End User Agreements.

**TERMS:** Payment terms are Net 30 Days from invoice date. Freight terms are FOB IPG Plant.

Credit may be extended based on the information supplied by the Customer and is subject to cancellation or revision in IPG's discretion. In addition, IPG must be informed immediately of any changes in your company's business or financial position.

A late payment fee of one and one-half percent (1.5%) per month will be applied. Terms are subject to change by IPG. IPG Sales Representatives do not have the authority to deviate from these terms. Cash discounts, if any, are indicated on the invoice. It is the Customers' responsibility to take their cash discounts at the time of original invoice payment. A Customer cannot back claim for discounts not taken at the time of original payment. Discounts not taken at original invoice are forfeited. IPG retains the right to hold orders from production and/or shipping if an open account is past due. Customer agrees to pay all reasonable costs and expenses of collection, including attorney fees in connection with the collection of any amounts due.

**DISCOUNTS TERMS CONDITIONS:**

- No discounts are allowed or earned, if, at the time of receipt of a payment claiming a discount, the account is past due.
- If a payment is delayed due to a late delivery or discrepancy on an invoice, then it is the Customer's responsibility to notify the IPG's Accounts Receivable department prior to the payment due date in order to still qualify for the cash discount.
- If a cash discount is taken outside the discount terms without justification, then the Customer will be asked to repay. If repayment is not received promptly then the Customer could be placed on credit hold until repayment has been received and could result in discount privileges being revoked without advanced notice.
- If after two (2) performance reviews the Customer is found to be averaging more than ten (10) days slow in payments, IPG will re-evaluate their price structure and overall business relationship.

**SHORT PAYMENTS:** All IPG invoices are to be paid in full by the due date. Short payments without an approved credit memo are not permitted. IPG reserves the right to place an account on hold from receiving any future shipments if short payments are made. IPG may also re-evaluate the Customer's price structure and overall business relationship if these short payments continue. If there are discrepancies on an invoice, it is the Customer's responsibility to contact their customer service representative to advise of this issue immediately following receipt of invoice. Once notified, a claim will be recorded against the invoice and the investigation will begin. If claim



is substantiated, then a credit note will be issued to the Customer. Only at that time can a deduction be made, referencing our credit note number.

**REBATES:** IPG may offer one of several rebate programs to our Customers based on minimum purchase requirements. Please speak with your IPG representative for more information. The parties must enter into an Incentive Agreement for Customer to participate in a rebate program. The following will apply to all rebate programs:

- Rebates are paid on Finished Goods products only.
- Net Purchases are defined as gross purchase dollars less all rebate claims, credits for returned, lost or damaged goods, discounts off-invoice or other rebates which result from special promotions.
- Any un-approved discounts taken will be deducted or set off against rebates due.
- All rebate payouts will be reduced by any applicable late payment fees. Late payment fees are calculated at one and one half percent (1.5%) per month.
- All contract rebate claims must be up to date. Claims past our 90-day Rebate Claim Policy will be forfeited from incentive payout.
- The Incentive Agreement is not assignable by Customer and does not transfer without IPG's written, signed authorization.

**DROP SHIPMENTS:** Permission to authorize drop shipments within the country of purchase (for example, the 48 contiguous states in the U.S.) will be at the discretion of IPG. Drop shipments are not approved outside the country of purchase and doing so will cause the product warranty to be null and void. A request to drop ship outside of a distributor's trading area requires IPG approval. IPG reserves the right to deny a request to drop ship into an existing IPG Customer or to an existing IPG Customer trading area. Refer to channel specific business rules for associated minimums and any drop ship fees that may apply.

**SHIPMENTS OF ENGINEERED COATED PRODUCTS:** If IPG is requested by Customer to hold products and delay shipment after the confirmed shipment date, IPG reserves the right to charge a storage fee for each month, or portion thereof, the shipment is delayed ("Storage Fee"). The Storage Fee will be calculated as 1% of the total purchase price per month or any portion thereof. IPG reserves the right to offset this Storage Fee against any rebates or refunds owed to Customer.

**TITLE OF GOODS AND SHORTAGE OR DAMAGE:** Delivery of goods or material to common carrier or licensed trucker shall constitute delivery to Customer, and all risk of loss or damage in transit shall be borne by Customer. In the event any shortage or damage of material is detected, the Customer must notify IPG within five (5) business days of receipt of product. Where IPG has selected the common carrier/licensed trucker, IPG will (in good faith and if specifically requested by the Customer) assist the Customer in any damage or loss claims investigation with the carrier, understanding that all risk and loss is borne by the Customer.

**ORDER FULFILLMENT AND BACK ORDER POLICY:** IPG reserves the right to fulfill an order by shipping from multiple locations within the same day and consolidate billing into one invoice. IPG reserves the right to make delivery in installments, unless otherwise expressly stipulated. All such installments shall be separately invoiced and paid for when due based on the invoice date and payment terms without regard to subsequent deliveries.

Delay in delivery of any installment shall not relieve the Customer of its obligation to accept remaining deliveries. In instances where large orders deplete needed materials, IPG reserves the right to partial ship quantities and back order the balance for later shipment. All orders are subject to acceptance by IPG. IPG reserves the right to over ship or under ship by ten percent (10%) of order quantity on all "made to order" products and fifteen percent (15%) on custom print orders. All items are subject to minimum order requirements and current lead times.

**ADDITIONS AND CHANGES TO ORDERS:** Please contact IPG Customer Service prior to any order change request. Orders may not be changed or cancelled without the written approval of IPG, which may be given or withheld at IPG's sole discretion, and additional charges may apply. Changes to orders may affect delivery dates and IPG will not be liable for any delays due to order changes. IPG reserves the right to ship any order received and reserves the right to charge the Customer for costs incurred as a result of order changes or cancellations requested by the Customer.

**TAX ON SALES:** All prices are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured, in whole or part, by gross receipts applicable to a transaction are to be borne by Customer. All export, import and other duties, tariffs and customs shall be paid by Customer. If exemption is claimed by Customer, Customer shall furnish satisfactory proof of such exemption to IPG. Any taxes that IPG 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 of the material purchased, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Customer, who shall promptly pay the amount thereof to IPG upon demand.

**PRODUCT USE:** Various factors can affect control the use and/or performance of an IPG product, whether in a certain application, or the conditions under which a product is used and the time and environmental conditions under which the product is expected to perform. Since the varying factors are uniquely within the Customer's knowledge and control, it is essential that the Customer evaluate and assess any IPG product to determine whether it is fit for a particular purpose and suitable for a Customer's method of use or application.

**INDEMNITY:** Customer agrees to indemnify, protect, save and hold harmless IPG, their affiliates, agents, distributors, successors, and assigns from and against any and all claims, actions, suits, personal injuries, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by it) or operation of the Product, by any person.

**CONFIDENTIALITY:** All non-public, confidential or proprietary information of IPG and its affiliates, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by IPG to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed unless authorized in advance by IPG in writing. Upon IPG's request, Customer shall promptly return all documents and other materials received from IPG. IPG shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain without any violation of this Agreement; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

**WARRANTY:** IPG products are warranted to meet their specifications for products at the time of shipment. Certain products may have specific written warranties, the terms of which are incorporated herein. IPG AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, OR OF ITS FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** IPG will not be liable for any loss or damage arising from the products, whether direct, indirect, special, incidental or consequential, including a warranty claim, or claims made under contract, negligence or strict liability for which damages are asserted.

**COMPLIANCE WITH LAW:** Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**CODE OF CONDUCT:** Customer represents and warrants that Customer has reviewed IPG's Code of Business Conduct and Ethics located at <https://www.itape.com/-/media/files/1/code%20of%20business%20conduct%20and%20ethics.pdf> and, to the extent that Customer acts on behalf of, or holds itself out as an agent or representative of IPG, agrees to abide by such Code of Business Conduct and Ethics.

**GOVERNING LAW:** This Agreement shall be governed by, construed, enforced and regulated under and in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The prevailing party in any such legal action shall be entitled to receive its attorney's fees.

**RIGHT OF OFFSET:** Any amounts due from IPG to Customer are subject to a right of offset by IPG.

**RETURN OF MERCHANDISE:** In order to determine allowable return good eligibility, the timeframe is calculated between the Original Invoice Date and the date that IPG receives the returned products ("Return Date")

Merchandise returns will be reviewed based on the reason for the return and the conditions below:

- All merchandise returns must be pre-authorized by IPG.
- Return authorization will be issued by IPG Customer Service Representative ("CSR").
- Return authorization number is valid for thirty (30) days from date of issue to the Customer. If material is not returned within this period, the CSR must be contacted and a request for an extension must be submitted and approval obtained before the return is made.

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- Authorized return shipments must be accompanied by a completed IPG "Return Authorized Approval Form." This form must be obtained from your IPG CSR.
- Only products in full-case quantities, in original containers, and in saleable condition will be considered for return. The shelf life will determine salability. Product received in un-salable condition, in IPG's sole determination, will be destroyed with no credit issued.
- Unless an IPG error is involved, part cartons, including materials purchased in part cartons, will be considered non-returnable.
- IPG reserves the right to determine salability of returned merchandise.
- Credit will be issued upon IPG's receipt of authorized goods being returned in salable condition.
- A credit memorandum will be issued based on invoice value at the time of purchase, net of any terms. Any unused credit shall expire one hundred eighty (180) days after the date of the credit memorandum.
- No return will be accepted without a Return Authorization.
- IPG will designate carrier for all returns in which IPG is responsible for the freight charges.
- Customer is required to utilize IPG's designated carrier on all approved returns, which is located on the return authorization form. Failure to utilize the designated carrier will result in Customer liability for any carrier charges incurred, potential damages and may further delay the returns process.
- A signed carrier POD is proof of delivery of some form of goods to IPG, and not a proof of goods being received in the SKU's and Quantities indicated on the Return Authorization. Due to the detailed process involved with final inspection of returned goods, IPG releases the carrier prior to final detailed count and final inspection of goods received. IPG reserves the right to inspection, final count and or salability of goods. Any changes will be communicated through IPG's Claims system process.

IPG ERRORS / QUALITY ISSUES / SHIPPING ISSUES		
Reason for Return	Timeframe to Submit Complaint Request	Credit Issued and Fees
Incorrect Product Shipment	Requested within 30 days of original invoice date	100% credit of returned product. Freight paid by IPG.
Product Quality Failure	Requested up to 180 days from original invoice date (time may vary by product line)	Sample rolls need to be received and analyzed for quality failure. If product failure is determined: 100% credit, with approved return authorization, will be issued upon receipt of the product. Freight charges will be paid by IPG.
Freight Damaged Material	Requested within 5 business days of receiving date	100% credit or replacement of damaged product if Customer Service Representative or freight claim coordinator via e-mail, fax or in writing within 5 business days of receipt of product.
Shipping Shortages	Proof of delivery to CSR required within 5 business days of receiving date	100% credit or replacement of missing product, with proof of delivery to the CSR within 5 business days of receipt of product. Refer to the Order Fulfillment and Back Order Policy.
Shipping Overages		100% credit of returned product will be issued. Freight charges will be paid by IPG. Refer to Order Fulfillment and Back Order Policy.



Return of Overstock Product / Customer Errors		
Reason for Return	Timeframe to Submit Complaint Request	Credit Issued and Fees
IPG Standard Stock Returns – IPG approval required at sole discretion of IPG.	Requests received within 120 days of original invoice date	100% credit. Freight charges will be paid by the Customer.
	Exception: No returns will be allowed on the following products: 151, 161, 191, 321, 500, 570, 5135, 6100, 6100 LPT, 6100 XTRA, 6151QT, 7100, 7100 XTRA, 7150, 7151QT, 300, 400, 6122, 170, PG500, PP16H, PP18H, RG-300, 788, 197, 140, 160, 190, Convoy Light, Medium and Heavy Duty Paper Tapes, Stretch Film, Machines, Tape Heads, and all non-stock products.	
IPG Standard Stock Returns – IPG approval required at sole discretion of IPG.	Requests received after 120 days up to 180 days of original invoice date	If authorized, 100% credit less 15% re-stocking fee. \$75 minimum re-stocking fee per return. Freight charges will be paid by the distributor.
	Exception: No returns will be allowed on the following products: 151, 161, 191, 321, 500, 570, 5135, 6100, 6100 LPT, 6100 XTRA, 6151QT, 7100, 7100 XTRA, 7150, 7151QT, 300, 400, 6122, 170, PG500, PP16H, PP18H, RG-300, 788, 197, 140, 160, 190, Convoy Light, Medium and Heavy Duty Paper Tapes, Stretch Film, Machines, Tape Heads, and all non-stock products.	
IPG Standard Stock Returns – IPG approval required at sole discretion of IPG.	Requests received more than 180 days from original invoice date	Credit will not be issued except for product quality failure within product's shelf life.

**SPECIAL TERMS APPLICABLE TO INTERNET SALES:** Notwithstanding anything to the contrary set forth above, the following special terms and conditions shall control with respect to any purchases through IPG's website:

- Prices: Prices are subject to change without notice prior to the time of a purchase and the actual price shall be set at the time of purchase. Prices are subject to all federal, state, local or provincial taxes, which shall be at the Customer's expense.
- Term: Payment is due at the time of purchase. IPG currently accepts the following credit cards (subject to change at any time without notice): MasterCard, Visa, and Discover.
- Drop Shipments: IPG will ship items only to the 50 States in the U.S.
- Additions and Changes to Order: Please contact Customer Service prior to any order change request. Orders may not be changed or cancelled without the written approval of IPG, which may be given or withheld at IPG's sole discretion, and additional charges may apply. Changes to orders may affect delivery dates and IPG will not be liable for any delays due to order changes.
- Return of Merchandise: Merchandise returns will be reviewed based on the reason for the return and the conditions below:
  - All merchandise returns must be pre-authorized by IPG.
  - A Return Material Authorization ("RMA") will be issued by IPG's Customer Service Representative ("CSR").
  - The RMA number is valid for thirty (30) days from date of issue to the Customer. If material is not returned within this period, the CSR must be contacted and a request for an extension must be submitted and approval obtained before the return is made.
  - Authorized return shipments must be accompanied by the RMA number prominently displayed on the return package.
  - Only products in original containers, and in saleable condition, will be considered for return. Product received in un-saleable condition, in IPG's sole determination, will be destroyed with no credit issued.
  - All returns that are not due to an error by IPG are subject to a 15% re-stocking fee.
  - IPG reserves the right to determine salability of returned merchandise.
  - Credit will be issued upon IPG's receipt of authorized goods being returned in salable condition.
  - No return will be accepted without a RMA.

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- IPG will designate the carrier for all returns in which IPG is responsible for the freight charges.
- A signed carrier POD is proof of delivery of some form of goods to IPG, and not a proof of goods being received in the SKU's and Quantities indicated on the RMA. Due to the detailed process involved with final inspection of returned goods, IPG releases the carrier prior to final detailed count and final inspection of goods received. IPG reserves the right to inspection, final count and or salability of goods. Any changes will be communicated through IPG's Claims system process.

**ENTIRE AGREEMENT:** These Terms & Conditions are understood to be incorporated into all contracts of sale entered between IPG and Customer and Customer agrees to be bound thereby. These Terms & Conditions supersede any different or conflicting terms and conditions included in any future or current purchase orders from Customer. These Terms & Conditions may be changed upon written notice to Customer. IPG 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, mill conditions, strikes, lockouts, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, inability to obtain materials or shipping space, breakdowns, governmental acts and regulations or any circumstances or cause beyond the control of IPG in the reasonable conduct of its business. Waiver by IPG of a breach of any of these Terms & Conditions shall not be construed as a waiver of any other breach. Neither party may assign its rights or delegate its duties and obligations under this Agreement to any other person or entity without the prior written consent of the other, which consent may not be unreasonably withheld. Notwithstanding the foregoing, IPG may assign this Agreement to an affiliate or a successor-in-interest through a merger or sale of substantially all of the assets or stock upon notice to the other party.

Executed and entered into on behalf of the Customer:

**SIGNATURE OF AUTHORIZED CUSTOMER PRINCIPAL      DATE:**

X  
\_\_\_\_\_

**NAME, TITLE:**

**CUSTOMER/COMPANY NAME:**