



GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 In these General Terms and Conditions of Sale (the "**General Terms**"), the following terms shall have the following meanings:

- "**Affiliate/s**": any person, firm or corporate that, directly or indirectly, controls, is controlled by or is under common control with Intertape Polymer Corp. ("**IPC**"). For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct the management and policies of such entity, whether by the ownership of at least fifty percent (50%) of the voting securities of such entity, or by contract or otherwise.
- "**Agreement**": the Offer/Order Confirmation, including the Special Conditions of Sale, these General Terms and any annexes thereto.
- "**Confidential Information**": information that is proprietary or confidential and which is disclosed by or on behalf of a party (the "Disclosing Party") to the other party ("Receiving Party") under an Agreement. Confidential Information includes, but is not limited to, any materials, drawings, designs, technical documents, specifications and Seller's Know-How, whether or not associated with any patents. Confidential Information shall not include information to the extent that it: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- "**Equipment**": the equipment, machine(s), parts, and any other items referred to in the Agreement.
- "**Force Majeure Event**": an event, circumstance or cause beyond the reasonable control of a party, including, but not limited to, acts of God, act of the elements, strike, lock-out or other form of labor stoppage, slowdown or industrial dispute (whether involving the workforce of a party or any other party), insurrection, civil commotion, riot, embargo, war, fire, explosion, flood, accident, malicious damage, breakdown of plant or Equipment, governmental act, boycott, epidemic, failure of a utility service or transport or telecommunications network, issues in the procurement of raw materials,



energy or components, transport delays, or default of suppliers or sub-contractors to the extent that it is caused by any such event.

- **"L/C"**: letter of credit.
- **"Offer"**: the document issued by the Seller to the Purchaser containing a sale proposal of its Equipment.
- **"Order Confirmation"**: the document issued by the Seller following the issuance of the Purchase Order by the Purchaser.
- **"Purchase Order"**: the document submitted from the Purchaser to the Seller containing the supply/purchase request.
- **"Purchaser"**: the party who purchases the Equipment and shall also include, where the context permits, its agents and/or intermediaries.
- **"Revised Offer"**: the document which may be submitted to the Purchaser by the Seller containing additional and/or different terms and conditions in respect to those set forth in the Purchase Order.
- **"Seller"**: Intertape Polymer Corp. or one of its Affiliates, depending on the company to which the Order is addressed by the Purchaser.
- **"Seller's Know-How"**: Confidential Information consisting of trade secrets such as mechanical drawings, electrical and pneumatic drawings/diagrams, assemblies, phase diagrams and exploded diagrams, testing protocols and test results, relating to the Equipment.
- **"Special Conditions"**: the conditions of sale/supply embodied in the Offer or if applicable, the Revised Offer and the Order Confirmation issued by the Seller.

2. SCOPE

2.1 These General Terms constitute an integral and essential part of the Offer, a Revised Offer, if applicable, and the Order Confirmation. Unless it is otherwise agreed by the parties in writing, it is understood that the issuance of a Purchase Order implies that the Purchaser has accepted these General Terms. In case of discrepancies between these General Terms and the Special Conditions included in the Agreement, the terms of the Special Conditions shall prevail.



3. OFFER AND ACCEPTANCE

3.1 All Purchase Orders are subject to acceptance by the Seller by way of the issuance of its Order Confirmation. The Seller reserves the right to partially or fully accept or refuse any Purchase Order and to submit to the Purchaser a Revised Offer which may include any additional or different terms and conditions, including those which are contained in these General Terms. It is hereby agreed between the parties that the silence on the part of the Seller with respect to any term or condition proposed orally and/or in writing by the Purchaser shall not constitute an amendment to these General Terms.

3.2 The Seller will normally inform the Purchaser of the acceptance of the Purchase Order within thirty (30) days from the receipt of such Purchase Order. The Seller shall not be bound by any obligation until the Purchase Order is accepted in writing by the Seller.

4. PRICES

4.1 Unless it is otherwise agreed by the parties:

- The purchase price of the Equipment established by the Seller shall exclude the expenses for the transporting (including any costs associated with customs or import/export clearance), packaging, crating, installation, testing and training.
- The purchaser shall be responsible for expenses related to transporting (including any costs associated with customs or import/export clearance), packaging, crating, installation, testing and training.
- Delivery shall be Ex-Works the factory designated by Seller.

4.2 The quoted prices for the Equipment are valid for ninety (90) days, unless otherwise specified.

4.3 The quoted price does not incorporate any taxes, including, but not limited to, value added tax, excise, federal, state and/or local taxes, other taxes and rights of any nature whatsoever ("Taxes") applicable to the Equipment. Any such Taxes shall be separately invoiced and Purchaser shall be responsible for the payment of all such Taxes, other than any taxes imposed on Seller's income.

5. PAYMENT

5.1 Purchaser shall pay all invoiced amounts under the Agreement within (30) days from the date of invoice, unless otherwise agreed in writing by the parties. Any objections relating



to the invoicing must be communicated to the Seller by the Purchaser within fifteen (15) days from the date of the invoice. In the absence of any objections raised by the Purchaser within such term of fifteen (15) days, the invoice shall then be considered as being accepted by the Purchaser.

5.2 In the event that payment is not made timely, the Seller shall have the right to charge the Purchaser interest at the lesser of 1.5% per month or the highest rate allowed by law.

5.3 It is expressly agreed that if the Purchaser does not pay and/or delays a payment or even a single installment, the Seller shall be automatically entitled to:

- request immediate payment of any residual amount due;
- request the refund of all expenses incurred for the recover of said amounts, including but not limited to attorneys' fees and court costs, without waiving the right to compensation for any damages which may have been incurred; and/or
- suspend any delivery and terminate the Agreement for breach with immediate effect.

5.4 If the Purchaser does not pay and/or delays a payment of any amount after the Equipment has been delivered, any warranty on the Equipment shall be suspended and of no legal effect until such time that Purchaser has cured all payment defaults including any applicable penalties and interest. Upon full payment, all Equipment guarantees that have not expired will be reinstated for the remainder of their original term, provided that Purchaser may not bring a warranty claim against the Seller for any warranty claim that first accrued during the warranty suspension period.

5.5 In the event that the parties agree that the payment has to be made through a letter of credit, the Purchaser shall have such L/C issued on Seller's behalf by a bank acceptable to Seller and subject to the Uniforms Customs and Practices for Documentary Credits regulation published by the International Chambers of Commerce no. 600/2007 and its subsequent amendments and integrations. The L/C, irrevocable and confirmed, shall be delivered to the Seller together with the Order or at a different time agreed between the parties. Unless it is otherwise agreed, the L/C shall be payable at sight, and, in any case, it shall allow partial deliveries and/or shipments.

6. PACKAGING MATERIALS, TESTING, AND CONTROLS

6.1 The materials to be provided by the Purchaser to the Seller for the purpose of testing any Equipment prior to its delivery and acceptance by Purchaser, if any, shall be sent to the Seller free of charge in accordance with the terms, the conditions, the agreed dates and



quantities as indicated in the Order Confirmation and, in any event, in compliance with the clauses provided for by the 1998 United Nations Convention Against Traffic in Narcotic Drugs and Psychotropic Substances and its subsequent amendments. Once the testing materials are received, the Seller will conduct the tests which it deems to be necessary and will send the results of such tests to the Purchaser.

6.2 The Seller shall not be considered to have committed a breach of this Agreement in the event that the Purchaser does not supply the testing materials in accordance with the agreed terms, conditions, due dates and quantities or in the event that the materials do not appear to conform to the agreed specifications. Likewise, the Seller shall not be liable in the event that the quality of the materials and the products to be produced or processed by the Equipment are found to differ from the quality of the material and products supplied by the Purchaser for the trial testing. Any cost incurred for the changes effected to the Equipment due to the use of the materials which differ from those used during the execution of the testing activities shall be borne by the Purchaser; consequently, it is hereby agreed that the Purchaser shall not be entitled to raise claims against the Seller if the delays in the delivery of Equipment are caused by fault of the Purchaser.

6.3 Unless otherwise agreed, the Seller reserves the right, at its sole discretion, to return and/or destroy the materials or part of the materials used for the trial testing and the final testing. Any relevant costs shall be borne by the Purchaser.

6.4 The Equipment shall be checked by the Seller prior to being delivered to the Purchaser and it shall be tested, when necessary, in accordance with the provisions of the Article below relating to the F.A.T. procedure.

6.5 If the Purchaser requests further testing activities or start-up test which are not included in the standard testing procedures of the Seller, the Seller shall be entitled to charge Purchaser for the additional cost.

7. TERMS AND CONDITIONS OF SUPPLY

7.1 The Purchaser shall provide all information that will be necessary to define the risks associated with its work site being aware that failure to comply with the Seller requests constitute a serious breach of the Agreement.

7.2 With the exception for what is provided for by the L/C to the extent that the delivery is regulated by a L/C, the Purchaser shall inform the Seller about the delivery instructions (documentation, materials, information etc. which are necessary for the supply) as soon as it is informed that the Equipment is ready for the delivery. In the event that the necessary delivery instructions, documentation, licenses or authorizations are not received or if the Purchaser requests to postpone the delivery for more than ten (10) days once it has been informed that the Equipment is ready for delivery, the Seller shall be entitled to arrange for the storage of



the Equipment, the costs of which shall be borne by the Purchaser. In such a case, the delivery obligation of the Seller shall be considered to have been performed and the Purchaser shall be liable for any risks of loss and/or damage of the Equipment as well as for the payment of the purchase price. In the event of delay in the collection of the Equipment for more than 30 days, the Seller is entitled to terminate the Agreement for breach with immediate effect.

7.3 The Purchaser shall be responsible for obtaining any import licenses or documentation which is necessary for the country of destination or for any intermediate destination to which the goods may be shipped or delivered to. Any import taxes shall be borne by the Purchaser.

7.4 Unless it is otherwise expressly provided in writing, the Seller is entitled to effect partial delivery of the goods if such delivery is permitted by the nature of the supply being understood that these General Terms shall also apply to any partial delivery.

7.5 The Purchaser shall purchase all supplies, materials, and/or consumables to be used on the Equipment exclusively from Seller.

8. DELIVERY TERMS AND CONDITIONS

8.1 Unless the Parties have otherwise agreed in writing, the Equipment shall be carried at the risk of the Purchaser and the costs for the insurance of the Equipment shall be borne by the Purchaser.

8.2 The delivery dates and terms shall be expressly specified in the Agreement. The specified delivery terms shall be valid for all purposes except for Force Majeure circumstances and provided that the Purchaser complies with all the terms and conditions specified in the Agreement, particularly those regarding:

- the submission of specifications, designs, samples, layouts, approvals and any other information necessary for the processing of the order;
- the submission of testing materials within the deadlines according to the agreed quantities and qualities; and
- the execution of the down-payments and/or the compliance with the payment terms.

8.3 It is agreed that in the event of failure by the Purchaser to provide the Seller with information, documentation and materials necessary for the sale/supply according to the Agreement and in the event that the Purchaser somehow causes the delay in the delivery of the Equipment, all the related expenses incurred by the Seller shall be charged to the Purchaser.



8.4 The Purchaser must immediately check the Equipment at the time of their receipt. In the event that evident defects are found in the Equipment, the Purchaser shall promptly notify the Seller within seven (7) days from the delivery (the counting of the days shall commence on the day in which the delivery has been performed in accordance with the provision of the applicable INCOTERM 2020); any failure of the Purchaser to notify the Seller within the terms above indicated shall be deemed as a waiver of the Purchaser in exercising its rights on this regard.

The damaged Equipment and the relevant packaging must be preserved in order to allow the Seller and/or the carrier to inspect it.

8.5 Shipment and delivery dates quoted are approximate and based upon Seller's present best estimates, and upon Seller's reliance on Purchaser's timely supplying of all necessary test materials, information and data regarding this transaction. If conditions arise which prevent shipment or delivery on such dates, Seller shall not be liable for damage or penalty for delay in shipment or delivery, or for failure to give notice of delay, and no such delay shall constitute grounds for cancellation. Without limiting the generality of the foregoing, Seller shall not be liable for failure to ship or delay in shipment or delivery by reason of inability because of factors beyond its control to obtain necessary labor, materials or manufacturing facilities or due to fire, floods, the elements, act of god or the public enemy, acts of Purchaser, act (whether legal or otherwise) of any government, strikes, lockouts, labor disputes, wars, riots, insurrection, accidents, sabotages, technological or other factors incident to the manufacture of specialized equipment, inability to secure or delay in securing proper materials, components, transportation, fuel or power, or other causes beyond the control of Seller, whether similar or dissimilar to the foregoing. Purchaser's acceptance of the Equipment shall conclusively be deemed approval of the method and time of shipment and delivery. Purchaser shall be liable to Seller for any storage, warehouse or demurrage charges and any extra cartage and handling charges caused by Purchaser's failure or refusal to provide shipping instructions, or by the carrier's or Purchaser's failure or refusal to accept delivery of the goods when offered by Seller.

9. ACCEPTANCE, F.A.T., S.A.T.

9.1 FAT - Factory Acceptance Test. The FAT will concern the trial testing of the Equipment and will be carried out at the factory designated by Seller. The FAT procedures shall be agreed upon by the Parties. In the event that the Parties do not agree on the aforementioned procedures, the Seller shall be entitled to test the Equipment by using its standard testing procedures.

The date of the FAT must be previously notified to the Purchaser so as to permit Purchaser's technicians to attend such testing.



The FAT shall be considered to be positive if: a) the Purchaser attends the FAT and does not raise any written objections concerning the performances of the Equipment once the FAT has been terminated, or b) the Purchaser, having been duly notified of the FAT, does not attend it and the Seller, in performing the FAT, does not notice any irregularities in the performances of the Equipment.

9.2 NEGATIVE FAT. In the event that the FAT is negative, the Seller shall take all the necessary measures to ensure that the Equipment reaches the level of performance agreed with the Purchaser. In the event that such procedure entails substantial changes to the Equipment, a new FAT shall be performed in accordance with the abovementioned procedures.

In such a case, it is agreed that the delivery terms shall be automatically extended for the necessary period in order to allow the execution of further testing activities.

9.3 SAT - Site Acceptance Test. The SAT procedure concerns all of the activities necessary to ensure that the Equipment complies with the technical specifications agreed by the Parties. The Parties mutually acknowledge that the aforesaid procedure must be performed in a place which has the appropriate environmental conditions, which include, but are not limited to: electrical supplies, connections, humidity rates and anything else which is necessary for a correct installation of and start-up of the Equipment.

9.4 The SAT of the Equipment shall be considered to be positive unless the Purchaser files a written complaint to the Seller. Such complaint shall be void and null of any legal effect if not delivered to the Seller in writing at the end of the SAT execution, and any such notice must explicitly specify the defects of the Equipment and/or the irregularities of the installation and start-up procedures. The Purchaser shall not be entitled to claim defects or discrepancies different from those indicated in the abovementioned complaint sent to the Seller. The Purchaser must notify the Seller within a reasonable time period sufficiently in advance of the date of the SAT procedures to permit Seller's technicians to attend the SAT. In any event, the Purchaser must fix a date for the execution of the SAT not later than thirty days from the delivery of the Equipment, unless a different term is agreed by the Parties. In the event that the SAT is not performed for reasons for which the Seller is not responsible, the SAT shall be considered as being positively passed, in which case the warranty terms shall run starting from the delivery date and any relevant payment deadline will be based on the date of delivery rather than the SAT.

9.5 Unless otherwise agreed, the Seller shall be responsible for the commissioning and the safety requirements only with reference to its Equipment to the point of interface with any other machines (physical separation) not produced by Seller. The CE mark released to the Equipment is meant to refer to the same Equipment in the configuration that appears in the layout enclosed in the instructions manual as well as to the adopted safety and technological solutions that ensure compliance with the current regulatory requirements. Consequently,



any modification of the Equipment by the Purchaser that changes the configuration or specifications of the Equipment shall automatically relieve the Seller from any liability arising from the use of the Equipment.

9.6 Purchaser will be responsible for and provide or arrange for at its own expense: (i) necessary floor plans and accessible Equipment locations; (ii) separate electric source, circuits and power; (iii) suitable space meeting operating environment requirements; (iv) heat, air conditioning, light, and security and other operating environmental requirements for the Equipment; (v) full access to the premises and the Equipment for Seller; (vi) all necessary permits and licenses to install the Equipment; (vii) requests, invitation letters, health screenings and tests, and any other documents required for Seller's personnel to travel to Purchaser'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, in the opinion of Seller, for the commissioning of the Equipment; and (viii) where not otherwise provided herein, raceway, conduit, holes and wireways.

10. INTELLECTUAL PROPERTY

10.1 The entire rights, title, interest and the ownership of the know-how, technical information, designs, specifications or documentation, ideas, concepts, methods, processes, technology and inventions (the "Intellectual Property Rights") developed or created by the Seller, or by any third parties commissioned by the Seller, shall vest in and be owned by the Seller or such third parties. The Purchaser shall keep all such information confidential and shall not reveal such information to any third parties unless and until such information becomes available in the public domain; furthermore, such information must not be used by the Purchaser for purposes which differ to those relating to the use of the Equipment without the prior written consent of the Seller.

10.2 The Seller or applicable third party shall retain the ownership of all patents, copyrights, trade secrets, design rights and any other Intellectual Property Rights relating to the Equipment and, with the exception for what is expressly agreed in this Agreement, and the Purchaser shall not acquire any intellectual property rights, including technical information, know-how, designs and specifications provided by the Seller and concerning the Equipment.

10.3 Purchaser shall not remove or alter any of Seller's or other third party's trademarks, tradenames, service marks or logos affixed to or included with the Equipment.

10.4 The Purchaser shall promptly give notice in writing to the Seller in the event that it becomes aware of any claim that any Equipment or the manufacture, use, sale or other disposal of any Equipment infringes the rights (including intellectual property rights) of any third party ("IP Claim"). In the event of any such claim, the Purchaser shall:



- grant the Seller the right to assume sole authority for the conduct of the defense or settlement of such IP Claim or any related negotiations; and
- promptly provide all reasonable information and assistance as the Seller may request.

In the defense or settlement of the IP Claim, the Seller may, at its option:

- obtain for the Purchaser the right to continue using the Equipment in accordance with this Agreement;
- replace or modify the Equipment so that it become non-infringing; or,
- if such remedies are not reasonably available, terminate this Agreement forthwith by notice in writing, refunding the price paid by the Purchaser for the Equipment and without any further liability to the Purchaser.

The Seller shall have no liability in any circumstances if the alleged IP Claim is based on:

- specifications provided by the Purchaser;
- modifications, repairs or remedial work to the Equipment by anyone other than the Seller;
- the combination of the Equipment with products not manufactured by the Seller; or
- use or maintenance of the Equipment not in compliance with the instructions of the Seller.

10.5 The foregoing are the Purchaser's sole and exclusive rights and remedies, and the Seller's entire obligations and liability, in the event of any IP Claim.

11. WARRANTY

11.1 The Seller undertakes to, at its discretion, repair or replace any Equipment supplied to the Purchaser in the event that a defect is noticed in the materials or in the manufacturing, in a condition of ordinary and correct use and maintenance, provided the defect is noticed within twelve (12) months from the delivery date of the Equipment to Purchaser and further provided that:

- the Equipment has been used for the purpose for which it was intended and that it has been used and handled in accordance with the operating instructions;
- the Equipment has been used in a suitable operating environment for the Equipment, including, but not limited to any environmental factors such as heat, humidity, run-time, and location;



- the defect or damage was not caused by unauthorized attachments, modifications, or interconnection with incompatible electrical or mechanical devices;
- the defect or damage was not caused by use of component parts obtained from, or installation, disassembly, maintenance or repair by, any person other than Seller
- written notice of the defect is delivered to the Seller promptly after the defect is discovered;
- the Equipment has not been repaired or modified by anyone other than the Seller;
- the Purchaser has not breached any of its payment obligations with respect to such Equipment;
- preventative maintenance must be purchased and performed by Seller according to product guidelines. Should a third party or non-authorized maintenance be performed warranty will be void; and
- the warranty does not include labor.

11.2 In the event that the Equipment or part of the Equipment is not manufactured by the Seller, the liability of the Seller shall be limited to the warranty granted to the Seller by the supplier/manufacturer.

11.3 In case of replacement, the Purchaser shall return the defective Equipment to the Seller within ten (10) days from the delivery of the replaced Equipment.

11.4 The warranty shall not be extended to those parts subject to ordinary wear and tear and to those damages caused by inexperience or negligence of the Purchaser, nor shall it include damages caused by an incorrect use or the use in unsuitable environments in breach of the instructions supplied by the Seller, or by using materials different from those supplied during the operational testing activities. The return to the Seller of any products by the Purchaser shall not be deemed as an acknowledgement of the Seller in regard of the contested defect. The Purchaser shall not be entitled to delay, withhold and/or set off the payment of any Equipment or other goods which are not the subjects of a warranty claim.

11.5 Use of supplies or materials other than those explicitly authorized or approved by Seller is permitted; however, the warranty will not cover damage or defects caused by the use of such supplies or materials and does not cover labor to replace or repair those damaged parts. In addition, the performance of the Equipment is not guaranteed if Purchaser uses



supplies or materials that differ from the supplies or materials utilized during testing of the Equipment.

11.6 THE WARRANTY SET FORTH IN THIS SECTION 11 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 Seller are not authorized to make modifications to such warranties, or additional warranties binding on Seller; accordingly, additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Purchaser. Seller's liability under such warranties shall be limited solely to the cost of any necessary repairs to or replacements of the applicable portion of the Equipment.

11.7 The warranty set forth in this Section 11 is Purchaser's sole remedy for all complaints and causes of action related to the Equipment and Seller 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 Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs, or claims of any party dealing with Purchaser for such damages.

11.8 No claim or suit shall be brought on an alleged breach of Seller's warranty more than fifteen (15) months following the delivery date.

11.9 Purchaser acknowledges and agrees that Seller shall have the right to access Equipment data through remote diagnostics to assist with troubleshooting, product improvement and supply chain matters.

12. **LIMITATION ON LIABILITIES; INDEMNIFICATION.**

12.1 Seller will be responsible only for death, injury, or damage to tangible physical property including the Equipment which is caused solely by the negligence of its employees during delivery or installation, and which is reported to Seller in writing within ten (10) business days. Purchaser agrees to indemnify, protect, save and hold harmless Seller, 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 and whether or not discoverable by it), or operation of the Equipment, by any person, including to the extent that such losses arise due to Purchaser's or any party other than Seller's gross negligence or intentional misconduct. Notwithstanding the



foregoing, Seller may be represented in any such action, suit or proceeding at its own expense and by its own counsel.

12.2 The total aggregate liability of the Seller to the Purchaser under the Agreement or otherwise shall not exceed the purchase price agreed for the Equipment.

13. CONFIDENTIALITY

13.1 The Receiving Party undertakes and agrees with the Disclosing Party as follows:

- To take all necessary steps to hold Confidential Information in confidence;
- Not to use or permit the use of all or any part of the Confidential Information except for the administration and implementation of this Agreement;
- To disclose the Confidential Information only to its group member's officers, employees and agents having a need-to-know for the administration and implementation of this Agreement; and
- Not to disclose, transmit, communicate or make available the Confidential Information to any other third party and not to permit any of the foregoing.

13.2 The Receiving Party agrees that each officer, employee and agent having access to Confidential Information will be advised as to the confidentiality of such Confidential Information and will act in a manner to effect full compliance with the terms of this Agreement. The Receiving Party shall be responsible for any breach by any such officer, employee and agent.

13.3 The Receiving Party further agrees to return to Disclosing Party, upon written request, all and any physical embodiments or electronic versions of Confidential Information disclosed under this Agreement.

13.4 This Agreement will be kept confidential by the parties. Accordingly they will not be disclosed in whole or in part by any party to any third parties (except as may be required by law) without the prior written permission of the other party.

13.5 The parties acknowledge and agree that they are not entitled to make any announcement or publication regarding this Agreement or their relationship under it without the other party's prior written consent.

13.6 The obligations under the previous points from 14.1 to 14.5 shall survive termination of this Agreement, however arising, for a period of five (5) years.

14. FORCE MAJEURE

14.1 The parties shall not be responsible for any failure or delay in performance of their respective obligations or for any loss, cost, damage, expense and penalty whatsoever to the extent due to a Force Majeure Event. Notwithstanding the foregoing, a party's inability to make payment due to lack of funds shall not be considered a Force Majeure Event.



14.2. On the occurrence of a Force Majeure Event, the party affected shall promptly give written notice to the other, and shall be excused from performance of the affected obligations for so long as the Force Majeure Event and the effects thereof continue. The party affected shall make all reasonable efforts to remove the Force Majeure Event as promptly as reasonably practicable and shall resume performance of its obligations hereunder forthwith upon the cessation of such Force Majeure Event and the effects thereof.

14.3. If performance is still delayed or prevented by a Force Majeure Event after the expiry of six (6) months from the date of first delay or prevention, either party may terminate the Agreement for convenience by written notice to the other party and without any obligation to pay damages to the other party as a consequence of such termination.

15. CANCELLATION

15.1 Purchaser's obligation to purchase the Equipment in accordance with the terms of this Agreement shall be firm and non-cancellable.

16. TERMINATION; REMEDIES

16.1 Without prejudice to any other rights or remedies to which the Seller may be entitled, the Seller shall have the right to terminate the Agreement with immediate effect and without any liability if the Purchaser:

- delays payment of any amount due to the Seller under the Agreement for a period exceeding thirty (30) days;
- commits a material or persistent breach of any other terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of being notified in writing of the breach; or
- is declared insolvent or bankrupt; makes an assignment or another arrangement for the benefit of its creditors; has all or any substantial portion of its capital stock or assets expropriated by any governmental authority; is dissolved or liquidated (except as a consequence of a merger, consolidation or other corporate or reorganization not involving the solvency of such Party).

16.2 In case of termination for breach under this Section, the Seller, in addition to all other remedies available to it in law or equity and not in limitation thereof, may, but is not required to, at its option and without liability to Purchaser, (i) cease manufacturing or installing the Equipment, (ii) deactivate the Equipment, or otherwise render the Equipment inoperable until paid the purchase price in full, (iii) enter Purchaser's premises with or without notice and take possession of and remove the Machinery, and/or (iv) either terminate this Agreement, retaining all sums paid, or dispose of the Equipment for Customer's account at the best price obtainable at public or private sale with Customer to remain liable for any deficiency.



16.3 If Purchaser does not accept or permit delivery, testing, or installation of the Equipment within fifteen (15) business days of Seller's notice that the Equipment is ready for delivery, testing or installation, Purchaser shall be deemed to have waived all post-delivery installation, service, and warranty obligations of Seller.

16.4 If Purchaser does not accept or permit delivery, testing or installation of the Equipment within fifteen (15) business days of Seller's notice that the Equipment is ready for delivery, testing or installation, Seller may further, in its sole discretion, (i) place such Equipment in storage at Purchaser's expense for Purchaser's retrieval and invoice Purchaser for the full purchase price, which shall be immediately due and payable, (ii) terminate the Agreement and invoice Purchaser 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 Seller of all non-recoverable expenses, including, but not limited to, expenses relating to overhead, employee and contractor time, motors, electrical components, materials and frames included in the Equipment, or (iii) deem such lack of acceptance or permission as a repudiation of the Agreement by Purchaser and seek any other remedy available at law or equity related thereto; provided, however, that in no event hereunder shall Seller be under any obligation to attempt to market or sell the Equipment to a different customer. Seller's remedies hereunder are cumulative and non-exclusive and in no event shall Seller have any obligation to attempt to retail or resell the Equipment or any specially designed parts or tooling for any other customer.

16.5 All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by Seller 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 hereto, or otherwise.

17. MISCELLANEOUS

17.1 The Purchaser shall not assign or transfer the rights deriving from the Agreement without the prior written consent of the Seller. Provided that the Seller shall remain liable to the Purchaser for its obligations undertaken, the Seller may entrust part of the supply obligations to be carried out by one or more of its Affiliates, each of which will perform such obligations in accordance with this Agreement.

17.2 In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.



17.3 The Agreement shall constitute the entire agreement between the parties and set forth the entire terms and conditions under which the Agreement will be performed. There are no other agreements, oral or written, with respect to the subject matter of the Agreement, and all oral and written correspondence relating to the subject matter hereof are superseded by the Agreement. The Agreement shall be binding on the Parties and their respective successors and permitted assigns.

17.4 The Purchaser hereby declares that the person who will implement the Purchase Order and will accept any Offers shall have the full powers to act on behalf of the Purchaser.

17.5 No action or inaction by either party shall be construed as a waiver of Seller's rights under the Agreement or as provided by law. None of the terms of the Agreement may be waived except by an express agreement in writing signed by the Seller. The failure or delay of the Seller in enforcing any of its rights under the Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

17.6 The safety manuals and instructions of use relating to the Equipment shall be supplied by the Seller free of charge and, if necessary, will be photocopied by the Purchaser. The Purchaser shall be entirely responsible for the implementation of the contents of the safety manual and the instructions of use supplied by the Seller. Furthermore, the Purchaser must ensure that the persons who use, repair or manage in any way the Equipment receive appropriate safety instructions and instructions of use.

17.7 The Agreement shall be construed and regulated under the laws of the State of Florida without regard to its internal conflicts of law provisions, and shall inure to the benefit of and be binding upon the parties hereto, their representatives, successors and assigns. Each party hereto agrees to and 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.

17.8 The Agreement is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel, and shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The express terms of the Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of the Agreement.