

IPG/Treston Voucher Program Agreement

THESE VOUCHER TERMS (“Voucher Terms”) relate to the IPG/Treston Voucher Program Agreement (“Program Agreement” and, together with Voucher Terms, the “Agreement”) by and between Intertape Polymer Corp. (“Supplier”) and the entity set forth therein (“Buyer”). Supplier is in the business of manufacturing and selling tapes, films, protective packaging supplies, and other consumable goods (“Consumables”) and Treston, Inc. (“Treston”) provides custom and standard manufactured packaging tables for use by individuals and businesses involved in e-commerce and other commercial areas (“Pack Tables”).

1. Scope. Supplier will produce and sell the Consumables to Buyer for further distribution or sale to Buyer’s end users subject to the provisions of the Agreement, and Buyer shall purchase from Supplier sufficient quantities of each Consumable to meet the annual minimum purchase commitment amounts as set forth in the applicable Program Agreement (the “Purchase Commitment”).

2. Voucher.

2.1 In consideration of the Purchase Commitment, Supplier shall deliver to Buyer a Voucher with a face amount determined by the amount of the Purchase Commitment in accordance with the Program Agreement. The Voucher may be redeemed with Treston and applied toward the purchase of a new Pack Table.

2.2 The ability to redeem the Voucher shall be further subject to the following conditions: (i) a Voucher must be redeemed within ninety (90) days of its issuance, (ii) each Voucher shall bear a unique code and may not be reproduced, (iii) a Voucher may be used only once and any portion of the face amount of the Voucher not applied when presented to Treston shall be forfeited and void, (iv) there is a limit of one Voucher per Purchase Commitment, (v) each Purchase Commitment shall be for new business only (whether through a new purchaser of Consumables or additional purchases of Consumables from an existing customer of Buyer), (vi) a Voucher may only be used for purchases in the 48 contiguous states of the U.S.A., (vii) the Voucher has no cash value, is non-refundable, and may be redeemed only with Treston when applied toward the purchase of a new Pack Table, (viii) failure to comply with previously agreed purchase commitments, or default under any other agreement between Supplier (including its affiliates) and Buyer shall disqualify a Buyer from receiving Vouchers regardless of any new Purchase Commitment made, and (ix) the Agreement and all Vouchers are void where prohibited by law.

3. Terms and Conditions.

3.1 All purchases of Consumables shall be made pursuant to any existing agreements between Supplier and Buyer except that, to the extent not contradicted thereby, such purchases and the Agreement shall further be subject to Supplier’s then current terms and conditions, located at <https://www.itape.com/terms%20and%20conditions>.

3.2 The Agreement and any Voucher may be terminated and voided by either party (a) upon written notice to the other party if the other party fails to perform, or fails to make progress so as to endanger performance, or otherwise breaches a material obligation under the Agreement or makes a general assignment for the benefit of creditors, becomes insolvent, a receiver is appointed, or a court approves reorganization or arrangement proceedings, provided that such party failing to perform or otherwise breaching shall have thirty (30) days from the date notice of intention to terminate is received to cure the failure to perform or breach of an obligation, or (b) upon written notice to the other party for any reason or no reason with sixty (60) days’ notice, at which time, in each case, the Agreement shall terminate if failure or breach has not been cured to the reasonable satisfaction of the other party.

4. Assignment. Buyer may not assign its rights or delegate its obligations under the Agreement or any Voucher without the prior written consent of Supplier. The Agreement will bind and insure to the benefit of each party’s permitted successors and assigns.

5. Miscellaneous. The Agreement, including all exhibits, annexes and schedules referenced herein and attached hereto constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof. If any section, subsection or other provision of the Agreement is held invalid, then the remainder of the Agreement shall not be affected thereby. Failure by either party to require strict performance of the Agreement shall not be a waiver of a party's right subsequently to require strict performance. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law 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 the State of Florida. Nothing in the Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between or among Buyer, Supplier or Treston. Supplier shall at all times be an independent contractor. The Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns and nothing in the Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.