

## Gaska Tape Inc.® Standard Terms and Conditions of Sale

1. General. Each quote, invoice or sales order acknowledgement by Gaska Tape Inc. ("GT") for products manufactured, assembled or distributed by GT (collectively, "Products") directed to the person or entity thereon ("Buyer"), is subject to the following terms and conditions.

2. Supporting Documents. The following documents are considered to be part of these Standard Terms and Conditions of Sale.

\* GASKA TAPE INC. SALES POLICIES

\* GASKA TAPE INC. LIMITED WARRANTIES

\* GASKA TAPE INC. NON-DISCLOSURE AGREEMENT

3. Shipment; Delivery. All shipments by GT shall be FOB or EXWORKS GT's dock in Elkhart, IN. Buyer assumes all responsibility for risk of loss and damage to all Products shipped, notwithstanding that GT may have selected the carrier used to perform the transportation. GT reserves the right to make shipments of Products on the thirtieth (30<sup>th</sup>) day following the originally scheduled date of shipment, at which time GT will ship the Products freight collect with a carrier selected by GT in its sole discretion.

4. No Liability for Delay; Losses. GT will not be liable for any delay in or suspension of performance of any obligations, or for any related "Losses" (see Section 9) if such delay or suspension is, directly or indirectly, caused by, or in any manner arises from or relates to, any fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, strike, labor difficulty, shortage of labor, fuel, power, materials, or supplies, terrorist-related activity, transportation delay or any cause reasonably beyond GT's control. If GT delays a shipment of Products at Buyer's specific request, GT may invoice Buyer for that shipment from and after the original scheduled shipment date, and Buyer shall pay for same in accordance with Section 3 above. Any delay in shipment granted by GT upon Buyer's request shall not constitute a waiver of GT's right to refuse to delay shipments for Buyer in the future.

5. Failure or Refusal to Accept Delivery; Storage Charge; Obsolescence. If Buyer delays, fails or refuses to accept delivery of Products, and/or Services at the price and in the manner set forth in the related quote, invoice or confirmation, then, in addition to any and all of GT's other available rights and remedies, Buyer shall be liable for and pay GT for any storage, warehousing, demurrage or other charges incurred by GT as a result of any such delay, failure or refusal. If any

storage charge is not timely paid, GT may, without any notice, take all action permitted under applicable law with respect to such Product, or may abandon or scrap same. GT shall have exclusive discretion to determine if and when a Product is "obsolete."

6. Raw Materials; Adjustments. All quotes and sales order acknowledgements are subject to GT's ability to obtain, in the ordinary course, all necessary raw materials to manufacture, and the timing of all shipments are subject to GT's manufacturing schedules and government regulations, orders, directives and restrictions that may be in effect from time to time. Materials furnished by GT are to be within the limits and of the sizes published by GT from time to time, and subject to GT's standard tolerances for variation. All price quotes and sales order acknowledgements for the manufacture or assembly of Products are subject to adjustment at GT's request. If Buyer does not agree to GT's adjustment, then Buyer or GT may terminate such order.

7. Changes in Buyer's Financial Condition; Termination by GT. If at any time and in the reasonable judgment of GT, the financial condition of Buyer does not justify GT continuing production, shipment or provision of any Products or Services on the payment terms specified in a quote, invoice or confirmation, then GT may require full or partial payments from Buyer in advance or, at GT's option, GT may terminate any of its related, unperformed obligations. If Buyer is or becomes insolvent, or if any proceeding is brought against Buyer voluntarily or involuntarily under the U.S. Bankruptcy Code, or Buyer makes an assignment for the benefit of its creditors, then GT shall be entitled to cancel any orders then outstanding and Buyer shall pay GT for its reasonable and proper cancellation charges, and for all Products shipped or Services produced or provided.

8. Intellectual Property. Buyer acknowledges GT's ownership of all trademarks, service marks, copyrights, imprints, rights of publicity, patents, design patents, registered designs, industrial designs, trade dress, product design, trade secrets and other intangible rights relating to the Products (collectively "GT Intellectual Property") and acknowledges that Buyer shall have no right, title or interest whatsoever in any GT Intellectual Property, including, but not limited to any technology or trade secrets embodied therein and any custom developments created or provided in connection with GT's relationship with Buyer and any custom developments, or derivative works created, all of which shall belong solely and exclusively to GT and shall constitute GT Intellectual Property.

9. Remedies for Breach of Warranty. Buyer's remedy under the GT Limited Warranty shall be limited to GT's repair or replacement of the Product, provided that (i) the Product has not been misused nor used in any unapproved manner or application; (ii) the Product was installed and used according to all instructions provided by GT; (iii) prior to the Product's installation and use, the Product was properly stored under the temperature and humidity conditions recommended by GT; and (iv) GT receives written notice from Buyer of the alleged defect in the Product and delivers the Product at issue to GT, freight prepaid, for examination, inspection and testing. In no event shall GT be liable to Buyer for any consequential, special, incidental, exemplary or other damage, or any other Losses arising from or related to the use of, or inability to use, any Products, Services or other goods provided or to be provided to Buyer by GT. In no event shall GT's liability under these Gaska Tape Inc. Standard Terms and Conditions of Sale, whether arising under contract, tort, warranty or any other theory, exceed the purchase price paid to GT for the Product at issue. If and to the extent the quantity of Products for which Buyer claims breach of warranty render delivery impracticable, Buyer shall make the Product available for examination, inspection and testing by GT.

10. Indemnification of GT. Buyer will keep, save, protect, defend, indemnify and hold GT, its officers, directors, members, employees, agents and affiliates (the "GT Indemnified Parties"), harmless from and against any and all Losses arising from or related to any and all actions or claims of (i) infringement of patents, trademarks or copyrights of another resulting from GT's manufacture or sale of Products consistent with any specification provided to GT, (ii) personal injury or property damage brought by anyone against the GT Indemnified Parties as a result of or incidental to Buyer's use, installation, handling or sale of Products manufactured or delivered by GT, or (iii) by any customer of Buyer arising out of any quote, invoice, confirmation, specification or these Gaska Tape Inc. Standard Terms and Conditions of Sale. "Losses" means any and all costs, claims, damages, liabilities or expenses, including reasonable attorney's fees.

11. Entire Agreement. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO ANY QUOTE, INVOICE OR SALES ORDER ACKNOWLEDGEMENT THAT IS NOT FULLY EXPRESSED THEREIN OR HEREIN.

12. Governing Law; Jurisdiction and Venue. These Gaska Tape Inc. Standard Terms and Conditions of Sale, and each quote, invoice and sales order acknowledgement, and their formation, operation and performance, shall be governed, construed and enforced in accordance with the laws of the state of Indiana notwithstanding any conflicts of law principles, and the United States of America. Buyer agrees and hereby submits to the exclusive personal jurisdiction and venue of any state court located in Elkhart County, Indiana or the United

States District Court for the Northern District of Indiana, as applicable, with respect to any such claim. Any portion of these Gaska Tape Inc. Standard Terms and Conditions of Sale that is unlawful, void or unenforceable will be deemed severable and will not affect the validity or enforceability of the remaining provisions. All waivers must be in writing. Any waiver or failure to enforce these Gaska Tape Inc. Standard Terms and Conditions of Sale on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Buyer may not assign its rights or obligations granted under these Gaska Tape Inc. Standard Terms and Conditions of Sale without the prior written consent of GT. Any attempted assignment or transfer without such prior written consent from GT shall be null and void. The headings of sections of these Gaska Tape Inc. Standard Terms and Conditions of Sale are for convenience only and are not to be used in interpreting these Gaska Tape Inc. Standard Terms and Conditions of Sale. In the event GT is required to initiate legal proceedings to enforce any provision of these Gaska Tape Inc. Standard Terms and Conditions of Sale or the buyer initiates any legal proceedings relating to these Gaska Tape Inc. Standard Terms and Conditions of Sale, the prevailing party shall be entitled to recover all reasonable attorneys' fees from the other party. These Gaska Tape Inc. Standard Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. These Gaska Tape Inc. Standard Terms and Conditions of Sale may only be modified by GT in writing.

13. Headings. The headings used in these Gaska Tape Inc. Standard Terms and Conditions of Sale are for convenience only and shall in no way affect, limit or control the meaning or application of any section hereof.

14. Non-Disclosure and Confidentiality Agreement. All proprietary and confidential information exchanged between GT and Buyer shall be and remain subject to the terms and conditions pursuant to the Gaska Tape Inc. Non-Disclosure and Confidentiality Agreement.

Rev. January 2020

## GASKA TAPE INC.® SALES POLICIES

This document is subject to: GASKA TAPE INC. STANDARD TERMS AND CONDITIONS OF SALE.

### CONDITIONS OF SALE

- Gaska Tape ships orders as per our warranty and the Gaska Tape Inc. Standard Terms and Conditions of Sale (the "Standard Terms"). In the event of any conflict between any term or condition of this Gaska Tape Inc. Sales Policies with any term or condition in the Standard Terms, the term or condition in the Standard Terms will control. Terms and conditions on customer purchase orders are subject to review. Any unresolved issues are subject to negotiations that could delay order acceptance. (See Links.)
- Orders will be billed at price in effect at time of shipment.
- Returned material will not be accepted without prior authorization by Gaska Tape.
- Special products manufactured and shipped as specified cannot be considered for return.
- Cancellations of or engineering changes to Gaska Tape products will be accepted up to the point of first manufacture but cannot be accepted thereafter.
- If Gaska Tape has built material we will invoice the date the order is due, but will hold 30 days beyond the originally scheduled ship date, any material. In advance of the 30 day period, the customer must arrange pickup with a common carrier of their choice and notify Gaska Tape of these arrangements. After 30 days, Gaska Tape reserves the right to ship materials freight collect with a common carrier of their choosing.

### SHIPMENT TERMS

- FOB or EXWORKS Elkhart, IN (Origin).
- VIA: Best way or mutually agreed upon method. Gaska Tape works on a Ship Date agreement. Once material leaves its dock, Gaska Tape is not responsible for carrier delays.

### MINIMUM ORDER

Standard Products	Special Products	Payment Terms
One Standard Length Log	Subject to Quotation	To Be Determined
Two to Four Cases of Cut Rolls	Subject to Quotation	

### BLANKET ORDER POLICY

- Footage for discounts on standard products can be combined and taken over a 60 day period, allowing one or more ship dates.
- Gaska Tape allows one add-on to blanket orders (if not already shipped) to increase discount.

### BACK ORDER POLICY

We reserve the right to supply +/- 10% of the ordered quantity. In addition, we reserve the right to supply up to 10% of the ordered quantity in lengths shorter (never under 50%) than those ordered.

### SPECIAL PRODUCTS

Defined as products not fitting the description of standard series rolls or logs, the unpredictable yields of manufactured specials require that we reserve the right to supply +/- 20% of the ordered quantity. In addition, we reserve the right to supply up to 10% of the ordered quantity in lengths shorter (never under 50%) than those ordered. Spliced logs may be supplied but never more than one splice per standard log length. Requests for no splicing will be quoted as a special product. Special products cannot be combined for discounts.

### DEFINITIONS

- **Log** – A roll of material that is normally 54" to 57" wide and our standard length (typically 12-15 inches in diameter).
- **Master** – A roll of material that is normally 54" to 57" wide and double our standard length (typically 17-21 inches in diameter).
- **Jumbo** – A roll of material that is normally 54" to 57" wide and is double the length of a master (typically 26-30 inches in diameter).
- **Roll** – Cut less than 4" wide.
- **Cut Log** – Cut greater than or equal to 4" wide.

### OTHER INFORMATION

Gaska Tape Inc. manufactures foam and tape to meet the needs of a diverse customer base both domestic and international.

- Each Gaska Tape Packing Slip is also a Certificate of Conformance.
- Statistical Process Control Charts can be provided for every shipment via email or fax on the next working day.
- Certificates of Analysis (COA's) will be provided on an annual basis to those customers requiring such information.

### ASSOCIATED DOCUMENTS

(available upon request)

[Standard Terms and Conditions of Sale](#)

[Limited Warranties](#)

Rev. October 2021

## **GASKA TAPE INC.® LIMITED WARRANTIES**

This document is subject to: GASKA TAPE INC. STANDARD TERMS AND CONDITIONS OF SALE.

Gaska Tape Inc. (“Gaska Tape”) provides the following limited warranties (“Limited Warranties”) for Gaska Tape’s products (“Products”).

Limited Warranties. Gaska Tape warrants its Products to be free from defects in material and workmanship when properly installed and properly used.

1. Warranty Period. The Limited Warranties shall exist for the period of twelve (12) months from the date of invoice to the buyer. For SA adhesives and SA coated Products, the warranty period is six (6) months from the date of invoice to the buyer.

2. Exclusions. The following are excluded from coverage under the Limited Warranties: (1) improper installation of the Product; (2) wear and tear on the Product caused by normal usage by the ultimate purchaser; (3) the effects of alteration, tampering, mishandling, neglect, abuse, misuse, weather, acts of nature, acts of God, or environmentally caused conditions that may cause deterioration of the Product; or (4) damages caused by the negligent or intentional use or misuse of the Products by the ultimate purchaser;

3. To Obtain Warranty Service. Prior authorization is required before a Product may be returned to Gaska Tape. A “Return Goods Authorization” from Gaska Tape is required for items to be accepted for evaluation by Gaska Tape. Products for warranty evaluation must be returned to Gaska Tape freight prepaid. If the quantity of Products involved in the warranty claim is sufficiently large to render delivery to Gaska Tape . impractical or uneconomical, the party seeking such warranty claim shall make the Product available for any desired examination, inspection, and testing by Gaska Tape at the party’s place of business. Labor, parts and freight credit (if applicable) will be sent after the Product is tested and the warranty claim is validated. Returned Products found to be not warrantable will be charged to party seeking warranty coverage.

4. LIMITATIONS AND DISCLAIMERS. THE LIMITED WARRANTIES ARE THE ONLY WARRANTIES MADE BY GASKA TAPE. GASKA TAPE’S OBLIGATIONS PURSUANT TO THE LIMITED WARRANTIES ARE LIMITED TO THE REPAIR OR REPLACEMENT OF THE RETURNED PRODUCT DETERMINED BY GASKA TAPE TO BE DEFECTIVE. THERE ARE NO WARRANTIES OR REPRESENTATIONS BEYOND THESE EXPRESSED IN THIS DOCUMENT. THE FOREGOING LIMITED WARRANTIES, AND THE REMEDIES PROVIDED IN THIS DOCUMENT, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY GASKA TAPE. THESE LIMITED WARRANTIES CANNOT BE AMENDED BY ANY MANUFACTURER, DEALER, SALES PERSON OR AGENT. GASKA TAPE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR ANY OTHER FINANCIAL LOSS (INCLUDING WITHOUT LIMITATION LOST PROFITS AND EXPENSES INCURRED) ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EQUITY, OR ANY OTHER THEORY, EVEN IF GASKA TAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION TO ENFORCE THESE EXPRESS OR IMPLIED WARRANTIES SHALL NOT BE COMMENCED MORE THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD DESIGNATED ABOVE. SOME STATES DO NOT ALLOW A REDUCTION IN THE STATUTE OF LIMITATIONS, SO THIS REDUCTION MAY NOT APPLY TO BUYER OR THE ULTIMATE PURCHASER. THESE LIMITED WARRANTIES GIVE BUYER OR THE ULTIMATE PURCHASER SPECIFIC LEGAL RIGHTS AND BUYER OR THE ULTIMATE PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY DEPENDING ON LOCAL LAW. SOME STATES LIMIT OR PROHIBIT LIMITATIONS OF WARRANTIES, SO THE ABOVE MAY NOT APPLY TO BUYER OR THE ULTIMATE PURCHASER. TO THE EXTENT BUYER’S OR THE ULTIMATE PURCHASER’S STATE DOES NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, ANY AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY LIMITED IN DURATION TO THE TERM OF THESE LIMITED WARRANTIES AND ARE LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE PRODUCTS COVERED BY THESE LIMITED WARRANTIES.

5. Miscellaneous. Gaska Tape may make parts and/or design changes from time to time without notice and repairs or replacements may be made with new or different parts and, if Gaska Tape makes changes in the design or material of its Products, it shall have no obligation to incorporate such changes in any Product previously manufactured. At Gaska Tape's sole option, any dispute concerning these Limited Warranties may be resolved through mediation or arbitration. These Limited Warranties shall be governed by the laws of the State of Indiana, and any legal action shall be brought and maintained only in the Circuit or Superior Court of Elkhart County, Indiana. A Product will require care and maintenance attention by the ultimate purchaser. Failure to follow all installation, care and maintenance manuals and instructions supplied with the Product will result in these Limited Warranties being voided.

6. Replacement. The obligation of Gaska Tape Inc. to replace any Product under these Limited Warranties is expressly conditioned upon the following:

- The Product has neither been misused nor used in any unapproved manner or application.
- The Product was properly installed and used according to all instruction given by Gaska Tape Inc.
- Prior to its installation and use, the Product was properly stored under the temperature and humidity conditions recommended by Gaska Tape Inc.
- The failure of the Product due to covered defect occurred and was discovered during the warranty period; and, not later than thirty (30) days after such discovery, the purchaser (a) notifies Gaska Tape Inc. of the failure and defect and (b) upon request, delivers the Product at issue to Gaska Tape Inc., freight prepaid, for examination, inspection, and testing to verify applicability of warranty coverage.

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