

TapeTech ProPoints Program Terms & Conditions

The TapeTech ProPoints Program ("Program") is made available to you by TapeTech Tools ("TapeTech"). Participation is subject to the following Terms and Conditions:

Participation in the ProPoints Program: The Program starts on January 1, 2015. Any and all purchases made prior to the start of the Program are not eligible to receive ProPoints. Documentation evidencing your qualifying TapeTech purchases under this Program must be provided to TapeTech within 30 Days of the date of purchase indicated on the invoice. Membership and all related benefits of the Program are offered at TapeTech's sole discretion and subject to these Terms and Conditions. By taking part in the Program you are expressly agreeing to be bound by these Terms and Conditions, as they are amended from time to time. TapeTech may discontinue your membership and void or cancel your points balance if any points in your account are issued, received or redeemed through fraud or theft, or otherwise illegally, or not as authorized in these Terms and Conditions and any other terms and conditions in connection with the Program. These rights are in addition to any other legal or equitable remedy which may be available to TapeTech under applicable law. You may redeem your points either with select TapeTech products or for cash, if available to you at TapeTech's option. The TapeTech website that allows you to redeem points ("Website") may also have additional terms and conditions that apply to Program members. Visit the Website for details about these additional terms and conditions. Information provided in connection with this Program will be used in accordance with TapeTech's privacy policy which may be viewed here: <http://www.tapetech.com/upload/Home/TapeTech%20Data%20Privacy%20Policy.pdf>

How to Earn ProPoints: To earn ProPoints, participants should purchase eligible TapeTech tools from any authorized TapeTech Dealer. Only new, current TapeTech branded tools will qualify for ProPoints. Repair Parts, Parts Kits, ProService repairs and BAZOOKA Continuous Flow Pumps, Controllers, Hoses and Accessories do not qualify for ProPoints. In order for TapeTech to verify the qualifying purchase, participants must submit invoices for the purchased products. Invoices must include your name/company name, address, model number, quantity purchased, date purchased and price paid.

How to Redeem ProPoints: When you have earned at least 1,500 ProPoints AND the points have been verified, you may visit the ProPoints Redemption page on the website at any time to redeem the points for TapeTech rewards. You can redeem all or some of your ProPoints during your redemption session. However, you must always have a minimum of 1,500 ProPoints in order to activate the redemption process. Points may be redeemed only via the Website for Rewards offered through the Program. Points will be subtracted from your balance once you request a redemption item. TAPETECH reserves the right to refuse refund or to exchange points if merchandise is returned, lost, stolen or destroyed. Points cannot be transferred from one account to another or carried over after the Program's end date. All unused points expire 180 days from date of original purchase or on the Program's end date, whichever is sooner.

Your Tax Obligations: You must comply at all times with all laws, rules, and regulations that are applicable to you. The receipt or redemption of points may be subject to tax liability. Any tax liability, including disclosure, with respect to the receipt or use of points is solely your responsibility. You agree to check with your tax advisor regarding possible tax implications of participating in this Program. You agree that if you object to any of these Terms and Conditions or any modifications thereof or otherwise become dissatisfied with the Program, your only recourse is to immediately discontinue participation in the Program and terminate your membership. You agree to comply with all Terms and Conditions herein. Redemptions totaling \$600 or higher in value, per person or business within a calendar year, may be subject to income tax and a completed and signed IRS Form W-9 will be required from you. An IRS Form 1099 may be issued to you for aggregate value of redemptions that you receive in a calendar year from TapeTech under this Program.

Limitation of Liability: TapeTech or its employees, officers, directors, shareholders, agents, representatives, subsidiaries, parent companies or other affiliates shall not have any responsibility or liability for any claim, loss, injury, damage, delay, accident, cost or expense (including, without limitation, attorneys' fees and costs of suit), nor shall they have any responsibility for any incidental, indirect, special, punitive, exemplary, or consequential damages, directly or indirectly arising out of or related to (1) the Program, or (2) the redemption for or use of any goods, services or redemption items obtained through the Program. Each participant agrees to release and hold TapeTech, its employees, officers, directors, shareholders, agents, representatives, and its subsidiaries, parent companies or other affiliated companies harmless from any and all damages, losses, claims and/or liabilities arising out of your participation in the Program or resulting from your acceptance or claim of any redemption item rewarded hereunder. The foregoing limitations of liability shall apply whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis. In no event shall TapeTech or its employees, officers, directors, shareholders, agents, representatives, subsidiaries, parent companies or other affiliates maximum combined aggregate liability hereunder for any cause whatsoever in any calendar year arising out of or

in connection with the Program exceed Twenty-Five dollars (\$25.00). If any of the foregoing limitations of liability is found to be void, invalid or unenforceable for any reason by a court or authority of competent jurisdiction, then such limitations of liability shall be changed and interpreted by such court or authority so as best to accomplish the intent and the objectives of the original provisions to the fullest extent allowed by law and the remaining limitations of liability shall remain in full force and effect. Nothing set forth in these limitations of liability affects any rights you may have that by law cannot be excluded or limited, including, without limitation, any rights you may have as a consumer that by law cannot be excluded or limited.

Program Suspension, Changes or Termination: TapeTech reserves the right, at its sole discretion, to suspend, change or terminate the Program, in whole or in part; to add, delete or change the amount of ProPoints earned by any given product except for qualifying products already registered, verified and awarded ProPoints; to modify, limit or suspend the use of redemption of points in any respect; to modify or change redemption procedures, including the number of points required for particular redemption items; to modify, limit or suspend the collection of points, including but not limited to imposing time limits and changes in point values. TapeTech may make these changes even though the changes may affect the value of the points already accumulated at any time and from time to time. You should not rely upon the continued availability of the Program, or any redemption offers, products or merchandise or other offers made in connection with the Program. All merchandise, products and/or offers are available while supplies last and are subject to change and/or revocation without notice. TapeTech reserves the right to substitute any redemption item, in its sole discretion, if such redemption item is not available.

Terms and Conditions May Change or be Terminated: TapeTech reserves the right, at its sole discretion, to alter, limit, modify, amend or add to the Program and these Terms and Conditions, or to restructure or terminate the Program in whole or in part.

Governing Law and Venue: Your participation and activity in the Program or in connection therewith is subject to TapeTech's verification and acceptance, which acts shall be deemed made, performed, transacted, and closed in the State of Georgia. By participating in the Program, you agree that the laws of the State of Georgia, without regard to its conflict of laws rules, will govern these Terms and Conditions. Venue for any disputes arising in connection with the Program or these Terms and Conditions shall be in the federal or state courts in the State of Georgia, and through participation in the Program, participants consent to the jurisdiction of the federal and state courts of the State of Georgia.

General: This Program is for end users only; not available for resellers or distributors. TapeTech's failure to comply with these Terms and Conditions because of an Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond TapeTech's reasonable control will not be deemed a breach of these Terms and Conditions. If TapeTech fails to act with respect to your breach or anyone else's breach of these Terms and Conditions on any occasion, TapeTech does not waive its rights to act with respect to future of similar breaches. These Terms and Conditions constitute the entire agreement between you and TapeTech regarding your participation in the Program, your entitlement to collect and redeem points through the Program, and your entitlement to any other benefits of the Program, and supersedes all prior agreements between us, whether oral or written, including, without limitation, all previous versions of these Terms and Conditions or the Program. If any provision of these Terms and Conditions is found to be void, invalid, or unenforceable for any reason by a court or authority of competent jurisdiction, then such provision shall be changed and interpreted by such court or authority so as best to accomplish the intent and the objectives of the original provisions to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions shall remain in full force and effect. You are responsible for restricting access to and maintaining the confidentiality of your account and password, and you agree to accept responsibility for the activities of anyone using your password. Points have no credit value. In certain jurisdictions, where required by law, 500 points would be deemed to have a cash value not exceeding one twentieth of one cent. All federal, state and local laws and regulations apply. The Program is void where prohibited.