In the following General Terms and Conditions, Graphic Packaging International, LLC is referred to as "Buyer" and the addresses named herein is referred to as "Seller". Acknowledgement, shipment or performance of any part of this Purchase Order will constitute acceptance by Seller of all Terms and Conditions hereof, including all documents incorporated herein by reference, without reservation, and shall constitute the entire agreement between the parties subject to the prior and prevailing terms hereof. If any part of the terms hereof is not in agreement with the terms of the Purchase Order, the terms of this order shall control. Any alteration of this Purchase Order or to any additional or different terms or conditions set forth in any communication from Seller. In the event of any inconsistency between these General Terms and Conditions and those elsewhere set forth herein or any supplemental conditions attached hereto, the face or such supplemental conditions shall prevail.

SECTION 1: CHANGES AND TERMINATION: Buyer may by written Change Order make any changes in this Purchase Order, including additions to or deletions from the quantities of items or services ordered or in the designs, specifications, or delivery schedules, but no additional charge will be allowed unless authorized in writing by Buyer. If any such change affects the performance schedule or amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment. Buyer may at any time, by written Change Order, terminate this Purchase Order as to all or any portion of the items then not shipped or services not performed, subject to any equitable adjustment between the parties, the amount of such adjustment shall not include amounts for anticipated profits nor any costs with respect to any items which are Seller's standard stock. Any exchange of information or advice between the parties shall not authorize Seller to change the items or services purchased hereunder or the provisions of the Purchase Order unless incorporated as a written Change Order in accordance with these terms.

If Seller is in default in delivery or otherwise or has breached any terms or conditions of this Purchase Order, Buyer may terminate this Purchase Order in whole or in part without any adjustment and, in addition to any other remedy provided by law, may procure items or services, similar to those as to which this Purchase Order is terminated and Seller shall be liable to Buyer for any and all costs, damages, losses, expenses, including legal fees, such as, and not limited to, all costs and expenses, incurred by Buyer in procuring such items or services and the price paid by Buyer to procure such items or services. Seller shall be deemed in default and whether or not discoverable by Buyer, if any item sold to Buyer under this Purchase Order, or arising out of acts or omissions of Seller in performance of its obligations hereunder, or arising out of the performance of any services by or on behalf of Seller for resulting in injuries to or death of any person or persons or damage to any property occasioned by acts or omissions of Seller, its officers, employees, agents or subcontractors, whether or not negligent, except when due to the sole negligence of Buyer.

Seller shall indemnify, defend, protect and hold harmless Buyer, its employees, agents, servants, successors and assigns from and against any and all losses, damages, injuries, claims, demands, expenses, including legal fees, such as, and not limited to, all costs and expenses, incurred by Buyer in defending any suits, actions or proceedings, or in any way related to, any product defects and/or any claims of Buyer resulting from any such suit or proceeding, and whether or not discoverable by Buyer, if any item sold to Buyer under this Purchase Order, or arising out of acts or omissions of Seller in performance of its obligations hereunder, or arising out of the performance of any services by or on behalf of Seller for resulting in injuries to or death of any person or persons or damage to any property occasioned by acts or omissions of Seller, its officers, employees, agents or subcontractors, whether or not negligent, except when due to the sole negligence of Buyer. Seller shall indemnify, defend, protect and hold harmless Buyer, its employees, agents, servants, successors and assigns from and against all invoices, expenses, including legal fees, such as, and not limited to, all costs and expenses, incurred by Buyer in defending any suits, actions or proceedings, or in any way related to, any product defects and/or any claims of Buyer resulting from any such suit or proceeding, and whether or not discoverable by Buyer, if any item sold to Buyer under this Purchase Order, or arising out of acts or omissions of Seller in performance of its obligations hereunder, or arising out of the performance of any services by or on behalf of Seller for resulting in injuries to or death of any person or persons or damage to any property occasioned by acts or omissions of Seller, its officers, employees, agents or subcontractors, whether or not negligent, except when due to the sole negligence of Buyer. Seller shall indemnify, defend, protect and hold harmless Buyer, its successors and assignees from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of any of Seller's subcontracts or disputes between Seller and its subcontractors or other end-users or from failure of Buyer to promptly pay its subcontractor and other end-users possessing any right to any lien.

SECTION 8: LIMITATION OF LIABILITY: Buyer hereby notifies Seller that Buyer is a government contractor. Consequently, Seller and Buyer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, or national origin, protected veteran status or disability.

SECTION 12: SALES AND/or USE TAXES: Seller, as a contractor, will pay and be solely responsible for any and all sales and/or use taxes on all materials, supplies and equipment used in the furnishing of the items and/or services which are the subject of this Purchase Order and otherwise in the performance of Seller's obligations under this Purchase Order. Under no circumstances does the fact that Buyer is known as a US Government contractor entitle Buyer to a reduction in taxes. Buyer shall promptly provide Seller with a copy of the tax certificate (if any) which Seller is entitled to receive by virtue of Buyer's classification under the US Government Contractor program.