



TERMS AND CONDITIONS OF SALE FOR PAPERBOARD

GENERAL: Seller specifically objects to any alteration of these Terms and Conditions and all additional or different terms already or hereafter proposed by Buyer, including, but not limited to those in the Buyer's Purchase Order are rejected. Buyer's receipt of Products, payment of any part of this order or any conduct by Buyer in furtherance of the order will constitute acceptance of these Terms and Conditions.

ORDERS, QUANTITIES AND SPECIFICATIONS: Orders for paperboard ("Product"), once accepted, are not subject to cancellation, change, or variation by Buyer without Seller's written consent. Orders are subject to Seller's standard specifications for the applicable substrate and caliper ("Specifications"). Specifications may be modified from time to time by Seller and are available upon request.

TITLE: Unless otherwise agreed to in writing by the parties, Product will be shipped FCA Seller's facility (Incoterms 2020). Title to Product and risk of loss shall pass to Buyer upon Seller's delivery of Product to Buyer.

TAXES: Buyer will be responsible for, and will reimburse Seller upon receipt of invoice or shall pay directly, if so requested by Seller, all taxes, charges, levies, consular fees, VAT and assessments (including all applicable sales and use taxes) imposed by any federal, state or local governmental or taxing authority upon and relating to the purchase or sale of Products or the use or possession of Products, excluding, however, any and all taxes computed on the income of Seller. To the extent Seller is required by law to collect such taxes (federal, state or local), one hundred percent (100%) thereof shall be added to invoices as separately stated charges and paid in full by Buyer unless Buyer is exempt from such taxes and furnishes Seller with a certificate of exemption in a form reasonably acceptable to Seller prior to issuance of such invoice.

PRICES: The purchase price shall be the price specified on the face of quotations and acknowledgements. If at the time of shipment, Seller's published prices for stock Product then in effect are higher than the prices shown and Seller, before shipment, notifies Buyer of the increase, Buyer may then cancel the order. In the case of special made items, if at the time of manufacture, Seller's prevailing prices then in effect are higher than the prices shown and Seller, before manufacture, notifies Buyer of the increase, Buyer may then cancel the order. In either such event, unless Buyer cancels, the order will be billed and paid for at the new price. In the event no price is specified, the purchase price shall be the Seller's prevailing price at the time of shipment. All quotes are in U.S. dollars, and all invoices must be paid in U.S. dollars.

PAYMENT/FINANCIAL RESPONSIBILITY: If Buyer's financial responsibility or condition reasonably appears to call for such action, Seller may require payment in advance or security or guaranty satisfactory to it that invoices will be paid when due. If Buyer becomes insolvent, commits an act of bankruptcy, fails to make payment when due or fails to comply with Seller's aforesaid requirements, Seller reserves the right to withhold further deliveries or to terminate any orders, and any unpaid amount shall thereupon become due immediately. Interest will be charged on any overdue amounts at the lesser of 1½% per month or the highest amount permitted by law. If Seller should find it necessary to retain a collection agency and/or attorney to collect amounts overdue, the collection costs, including attorney's fees, shall be payable by Buyer.

WARRANTY AND WARRANTY DISCLAIMER: Seller warrants (i) that Product sold hereunder will conform to the Specifications as of the date of delivery and (ii) that it will convey good title thereto. The aforesaid warranties run only to Buyer and are non-assignable. Except as expressly set forth above, there is NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT relating to such Product and none shall be implied by law. As to the warranties expressly made above, any claim by Buyer on account of

breach of warranty shall be deemed waived conclusively unless written notice thereof is given within ten (10) days of Buyer's receipt of Product and before use or alteration thereof. This warranty shall not apply to any Product that has been damaged in any way after shipment from Seller's mill. Seller may at its option either (i) replace or repair any defective Product or (ii) credit to Buyer a refund equal to the purchase price. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR CREDIT AS SELLER MAY ELECT, AND SELLER SHALL NOT BE LIABLE FOR ANY OTHER LOSS OR DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHERWISE, occasioned by defects or deficiencies in the Product or for any other cause whatsoever. Seller shall be given reasonable opportunity to investigate all claims and no Product shall be returned to Seller until receipt by Buyer of shipping instructions from Seller.

DELAYS: Seller shall not be liable for any failure in performance arising from strikes or other labor difficulties, labor shortage, an act of governmental or military authorities, war, riot, pandemics, epidemics, "acts of God" including, without limitation, fire, earthquake, and flood, breakdowns or failure of plant machinery or equipment, delays in or lack of transportation, inability to obtain raw materials on reasonable terms, governmental priorities or allocations, delays of suppliers or any cause beyond the reasonable control of Seller. When only a part of Seller's capacity to perform is affected by the conditions described in or contemplated by the foregoing, then during such period in which Seller is unable to fully perform, Seller may allocate in its discretion the available Products for its internal use and/or among its various other customers.

Delivery dates are approximate and merely estimates for the convenience of the parties and shall not constitute a commitment or binding obligation to deliver by a specific date. In the event of failure of performance not excused in accordance with the preceding paragraph, SELLER'S LIABILITY SHALL NOT EXCEED AND BUYER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO THE EXCESS COSTS, if any, reasonably incurred by Buyer in procuring the undelivered portion of the Product ordered from other sources. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR REVENUES, REGARDLESS OF THE CAUSE OF ACTION OR WHETHER OR NOT SELLER HAD BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. No Product will be held after the time designated for shipment, except by mutual consent, and except that Seller may delay shipments pending settlement of any overdue indebtedness under this or any other order from Buyer to Seller.

TERMINATION: If an order is terminated prematurely, or if Buyer fails to fulfill its obligations hereunder, Seller shall nevertheless be entitled to receive payment for all work both complete and in process.

INSTALLMENT DELIVERIES: Seller shall be entitled to make delivery in installments. Seller may render a separate invoice for each installment, which invoice shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept delivery of remaining installments.

PROVISIONS APPLICABLE TO SALES FOR EXPORT: (a) Unless otherwise agreed to in writing, Product will be shipped FCA Seller's facility (Incoterms 2020). (b) All duties and import taxes and fees are Buyer's responsibility. (c) Buyer shall be responsible, at its own risk and expense, for obtaining any required authorization, such as an export license, import license, exchange permit or any other official governmental authorization, even though any such authorization may, at Buyer's request, be applied for by Seller. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved of its obligations to pay Seller for orders accepted. (d) All sales under these Terms and Conditions shall at all times be subject to the export control and foreign assets control laws and regulations of the United States government. Buyer agrees that it shall make no disposition of any Product, except as expressly permitted under United States law. (e) Neither the Convention relating to a uniform law on the International Sale of Goods 1964 nor the United Nations Convention on Contracts for the International Sale of Goods will apply to this Terms and Conditions. (f) All provisions of these Terms and Conditions shall apply to export sales, unless the provisions of this paragraph require the contrary.

ACCEPTANCE OR REJECTION OF ORDERS: Each of Buyer's orders for Product from Seller shall be subject to Seller's acceptance or rejection at Seller's principal place of business. In addition to any specific rights of rejection set forth in these Terms and Conditions, Seller shall have the right, for any reason whatsoever, to reject any order, in whole or in part.

BUYER'S LEGAL COMPLIANCE: Buyer shall comply with all applicable federal, state and local laws, rules and regulations applicable to any of its dealings with Seller or Product purchased from Seller.

INDEMNITIES BY BUYER: Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities, damages, judgments, awards, costs and expenses (including reasonable attorney's fees) which Seller may incur or become liable to pay arising out of or relating to Buyer's handling, use, processing, alteration, distribution, sale or marketing of the Product or any other action or inaction by Buyer with regard to the Product after the delivery thereof to Buyer. The duty to defend hereunder applies notwithstanding the fact that third parties or Seller may be partially responsible for the events giving rise to the claim or that the claim results in a monetary obligation that exceeds any contractual commitment; provided, however, that the foregoing shall not obligate Buyer to indemnify Seller to the extent of Seller's negligence or willful misconduct. In the event that Product is manufactured in accordance with specifications provided by Buyer, Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities, and damages, and pay all claims, judgments, awards, costs, and expenses (including reasonable attorney's fees) which Seller may incur or become liable to pay arising out of any claim relating to intellectual property infringement, or a claim of noncompliance with packaging, labeling, or other law or regulation, notwithstanding that Seller may have been consulted as to or may have performed other services in connection with this transaction.

LIMITATION OF LIABILITY: OTHER THAN AS EXPRESSLY SET FORTH HEREIN IN THE WARRANTY AND DELAY SECTIONS, NEITHER THE SELLER NOR ITS AFFILIATES, EMPLOYEES OR AGENTS SHALL BE LIABLE TO BUYER, ITS AFFILIATES, EMPLOYEES OR AGENTS, FOR ANY CLAIMS FOR COSTS OR EXPENSES, SUITS, LOSSES, LIABILITIES, ACTIONS OR JUDGMENTS ARISING OUT OF OR CONNECTED WITH ANY ACT OR OMISSION OF SELLER UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, ITS AFFILIATES, EMPLOYEES OR SUBCONTRACTORS. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY TO THE BUYER OR ANY CUSTOMER OF BUYER FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING BUT NOT LIMITED TO INTERRUPTION OF BUSINESS, LOSS OF PROFIT OR REVENUES, REGARDLESS OF THE TYPE OF CLAIM OR WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. SELLER'S TOTAL LIABILITY HEREUNDER FROM ANY CAUSE WHATSOEVER, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO THE LESSER OF BUYER'S ACTUAL, OUT-OF-POCKET COSTS AND EXPENSES OR THE AMOUNT ACTUALLY PAID BY BUYER TO SELLER FOR THE PRODUCTS THAT ARE THE SUBJECT OF BUYER'S CLAIM.

CONFIDENTIALITY: "Confidential Information" includes (without limitation) the pricing, terms, specifications and other technical, business and sales information provided pursuant to these Terms and Conditions. For a period of three (3) years after the parties cease to do business, Buyer shall not use for any purpose not expressly permitted hereunder and shall not disclose to third parties, directly or indirectly, any of Seller's Confidential Information received by Buyer in connection with these Terms and Conditions. Upon Seller's request, Buyer promptly shall return all Confidential Information previously supplied, destroy any and all copies and provide Seller written confirmation certifying such destruction.

TECHNICAL INFORMATION: Unless otherwise agreed to by the parties in writing, all drawings, data, specifications, designs, patterns, molds, tools, samples and other items prepared by Seller, and all inventions made by Seller (including inventions based on information supplied by Buyer), shall be the sole and exclusive property of Seller.

ASSIGNMENT: These Terms and Conditions shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties; provided, however, that Buyer shall not assign its rights or delegate the performance of its obligations under these Terms and Conditions without Seller's prior written consent.

GOVERNING LAW AND FORUM FOR DISPUTES: (a) These terms and conditions and the business relationship between Seller and Buyer shall be governed in all respects in accordance with the laws of the State of Georgia, but without regard to its conflict of law principles. (b) ANY LITIGATION INSTITUTED BY BUYER AGAINST SELLER PERTAINING DIRECTLY OR INDIRECTLY TO ANY SALES BY SELLER TO BUYER HEREUNDER MUST BE FILED BY BUYER BEFORE A COURT OF COMPETENT JURISDICTION IN THE STATE OF GEORGIA. BUYER CONSENTS IRREVOCABLY TO THE JURISDICTION OF THE GEORGIA COURTS OVER ITS PERSON IN THE

EVENT THAT SELLER ELECTS TO INSTITUTE LITIGATION AGAINST BUYER IN GEORGIA PERTAINING TO ANY SUCH MATTERS.

WAIVER: The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such a waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

SEVERABILITY: In the event that any of these terms and conditions or the application of same to the parties hereto with respect to their obligations hereunder shall be held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining terms and conditions shall remain in full force and effect and shall not be affected, impaired or invalidated in any manner.

MISCELLANEOUS: (a) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Seller on a Proposal, Order Acknowledgment or invoice issued to Buyer shall be subject to correction. (b) Any clause required by any applicable law, order or administrative regulation, to be included in a contract of the type evidenced by this contract, shall be deemed to be incorporated herein. (c) The remedies and rights reserved to Seller herein shall be cumulative with, and in addition to, all other rights and remedies provided in law or equity.

ENTIRE AGREEMENT/MODIFICATIONS: These Terms and Conditions shall be complete and shall supersede and exclude all other contracts, warranties, representations, terms and conditions and statements, oral or written, relating to Product specified herein. This Terms and Conditions may be modified only in writing signed by the authorized representatives of both parties.