

TERMS AND CONDITIONS OF SALE

1. **PRICES.** Unless otherwise expressly specified, all prices are exclusive of taxes, customs, duties, transportation and insurance. Unless otherwise expressly specified in writing by Seller, any and all current or future tax or governmental charge applicable to the sale, delivery, shipment or storage of the Product that Seller is required to pay or collect shall be for Buyer's account and shall be added to the price, and shall not be subject to any reduction.
2. **RISK OF LOSS AND DAMAGE.** Unless otherwise stated and provided that Seller selects and arranges for transportation of Product to the location specified by Buyer (the "Named Place"), risk of loss and damage to the Product shall be FOB Seller. If the Product is delivered to the Named Place, then Buyer shall note on the bill of lading the damage and obtain driver's signature on such bill of lading and in all events notify Seller in writing of such damage immediately, but in any event within seven (7) days of receipt of delivery to the Named Place. If Buyer notifies Seller in writing of in transit loss of Product within sixty (60) days of the expected delivery date, then Seller shall, at its option, either replace (solely upon the delivery terms otherwise applicable hereunder) the lost Product, or refund to Buyer the purchase price or portion thereof actually received by Seller for the lost Product. BUYER ACKNOWLEDGES AND AGREES THAT A CLAIM WILL NOT BE VALID OR RECOGNIZED IF SELLER IS NOT NOTIFIED IN WRITING WITHIN THE APPLICABLE TIME PERIOD SET FORTH IN THIS SECTION OR IF, IN THE EVENT OF IN TRANSIT DAMAGE, THE ACTIONS TO BE TAKEN BY BUYER SET FORTH IN THIS SECTION ARE NOT TAKEN.
3. **EXCUSE OF PERFORMANCE.** The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond such party's reasonable control ("*force majeure*"). If such event affects Seller, Seller may, without liability, allocate and distribute Product among such customers in such proportions as Seller, in its sole discretion, determines. In addition, Seller reserves the right to stop producing a particular grade or basis weight of Product, for any reason or for no reason, with no further obligations to Buyer, provided Seller gives Buyer at least thirty (30) days' notice of such decision.
4. **LIMITED WARRANTY.** Subject to the limitations contained in this Section, Seller warrants that the Product sold to Buyer will conform to the then current specifications of Seller for the specific Product sold hereunder. Seller reserves the right to source the Product from any source provided that such Product meets such specifications. If Buyer notifies Seller within thirty (30) days following the date of arrival of the Product at the delivery point applicable hereunder (unless otherwise provided in the specifications which are available upon request), of any nonconformance of the Product with such specifications, Seller shall, at its option, either replace (solely upon the delivery terms otherwise applicable hereunder) that portion of the Product found by Seller to be nonconforming, or refund to Buyer the purchase price or portion thereof actually received by Seller for the nonconforming portion of the Product. BUYER ACKNOWLEDGES AND AGREES THAT NO CLAIMS MADE AFTER THE 30 DAY TIME PERIOD (UNLESS OTHERWISE PROVIDED IN THE SPECIFICATIONS), AS APPLICABLE, REFERENCED IN THIS SECTION WILL BE VALID OR RECOGNIZED. THE LIMITED WARRANTY EXPRESSLY STATED IN THIS SECTION IS THE ONLY WARRANTY MADE BY SELLER, AND SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **LIMITATION OF REMEDY AND LIABILITY.** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER (AND FOR ANY OTHER CLAIM OF ANY NATURE ARISING FROM THE FAILURE OF THE PRODUCT TO CONFORM TO THE SPECIFICATIONS REQUIRED BY THIS AGREEMENT) AND FROM IN TRANSIT LOSS SHALL BE LIMITED TO REPLACEMENT OR REFUND OF PURCHASE PRICE (AT SELLER'S OPTION) UNDER THE LIMITED WARRANTY CLAUSE IN SECTION 6 OR UNDER SECTION 4, AS APPLICABLE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL.
6. **FURTHER HANDLING AND USE.** Buyer shall indemnify, defend and hold harmless Seller, its affiliates and their respective officers, directors, employees, representatives and agents from and against, any and all claims, losses, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting from the handling, use, manufacture, processing, alteration, distribution, sale or marketing of the Product, or any other action or inaction with regard to the Product, in each case after the delivery thereof to Buyer; provided however, that Buyer shall not be liable to Seller for damages directly caused by the sole negligence of Seller.
7. **PAYMENT TERMS; CREDIT REQUIREMENTS.** Except as otherwise specified in writing by Seller, terms of payment are FOB Buyer's facility, Freight Collect, net 30 days from date of Seller's invoice in U.S. currency. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. Seller shall have the right to set-off any amounts owing from Buyer against any amounts payable to Buyer. In the event that Seller determines, at any time in its sole and absolute discretion, that the credit of Buyer or of any person or entity providing credit support for Buyer's obligations under this Agreement is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement, instrument or document supporting Buyer's obligations under this Agreement, Seller shall have the right, among any other rights provided by applicable law, to declare immediately due and payable any and all amounts owed by Buyer to Seller, whether under this Agreement or otherwise, and to suspend and/or terminate further production, shipment, and delivery to Buyer of any order, whether under this Agreement or otherwise, until credit arrangements satisfactory to Seller in its sole judgment have been established. If any such credit is provided to Buyer, or performance assurance is required by Seller of Buyer, Buyer will provide to Seller financial information requested by Seller.
8. **DEFAULTS.** If Buyer fails to make any payment when due or commits any other default under this Agreement, Seller shall have the right to suspend and/or terminate further production, shipment and delivery to Buyer of any order in addition to any other rights and remedies available to Seller under applicable law. In addition, Seller shall be entitled to recover from Buyer all court costs, attorneys' fees and expenses incurred by Seller in connection with Buyer's default. All payments due upon default shall bear a default rate of interest of 1.5% per month. Seller may, at Seller's option (i) declare the entire unpaid balance from the Buyer, together with all interest to be accrued at a rate of 1.5% per month, immediately due and payable regardless of any prior forbearance; and (ii) exercise any and all rights and remedies available to Seller under applicable law, including, without limitation, the right to collect from Buyer all sums due under this Note. Buyer represents and warrants that the credit advanced by Seller is a business loan within the purview and intent of the Illinois Interest Act (Ill. Rev. Stat. 815 ILCS '205.01 et. seq.), transacted solely for the purpose of owning and operating a business as contemplated by said Act. It is the intention of the Buyer and Seller to conform to applicable usury laws, if any. Accordingly, notwithstanding anything to the contrary herein or any other agreement entered into in connection herewith, it is agreed that the aggregate of all interest and any other charges constituting interest under applicable law and contracted for, chargeable, or receivable under this agreement or otherwise in connection with the obligation evidenced hereby shall under no circumstances exceed the maximum amount of interest permitted by applicable law, if any, and any excess shall be deemed a mistake and cancelled automatically and, if thereto paid, shall, at the option of the Buyer, be refunded to the Buyer or credited on the principal amount of the amount due to the Seller.
9. **CLAIMS PROCESS.** If Buyer intends to recover from Seller for in transit loss or damage to Product or nonconformance to specifications as provided by this Agreement, then Buyer agrees to follow Seller's claims procedures with respect to any issues related to in transit damage or loss of Product or nonconformance to specifications. As provided in the claims procedures, for a claim for in transit damage to result in a payment from Seller to Buyer, the damage must be valued at \$100 or more. Buyer must file a complaint within thirty (30) days of the date of notification of the underlying claim to Seller. From the date the complaint is submitted, Buyer has sixty (60) days to submit all required information, documents, samples, etc. required to process the complaint investigation. If the complaint is not filed within such thirty (30) day time period or any required information, documents, samples etc. are not received during such sixty (60) day time period, then the claim will be deemed waived and any complaint with respect to such claim will be denied. The claims procedures may be accessed at the Georgia-Pacific website (www.gp.com) and are otherwise available upon request. Buyer waives any and all right to set-off the amount of any claim against charges owed to Seller.
10. **GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed by the laws of the State of Illinois, USA, and the courts of Will County Illinois shall have exclusive jurisdiction without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN SUCH COURTS.
11. **MISCELLANEOUS.** This Agreement shall be binding on and inure to the benefit of Buyer, Seller and the respective successors and permitted assigns of each; provided, however, that Buyer shall not assign its rights or obligations under this Agreement without Seller's prior written consent. The provisions of this Agreement cannot be amended, modified or varied except by a written instrument signed by Seller and Buyer. No waiver of any provisions of this Agreement by Seller will be valid unless the same is in writing and signed by Seller. A waiver or consent given by Seller on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. The captions and section headings set forth in the Agreement are for convenience only and shall not be used in defining or construction of any of the terms and conditions of the Agreement. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of the Agreement. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. As used in these terms and conditions, "affiliate" of any party means any person or entity of any nature controlling, controlled by, or under common control with such party.