

1. **SALE OF GOODS.** These Terms of and Conditions of Sale ("Terms") shall apply to all sales of product ("Goods") sold by Georgia-Pacific Containerboard LLC ("Seller") to its customer ("Buyer"). Seller may substitute Goods, in its sole discretion, with third party products of like quality. All purchases of Goods by Buyer are conditioned on acceptance of these Terms, regardless of the manner in which purchases are made or documented. Unless otherwise agreed by the Seller in writing, any additional or conflicting terms contained in, attached to or referenced by any of Buyer's purchase-related documentation ("Order(s)"), shall have no effect on the purchase of any Goods by Buyer from Seller and are expressly rejected by Seller. The current version of the applicable Terms supersedes all prior versions upon posting to Seller's website ([www.gp.com/containerboard](http://www.gp.com/containerboard)) ("Website"). Seller reserves the right to change the Terms at any time without notice, provided that the Terms applicable to an Order shall be those posted on Seller's Website as of the date such Order is submitted to Seller.

2. **PRICING; PAYMENT TERMS.** Unless otherwise agreed by the parties in writing, prices shall: (a) be the Seller's prevailing prices in effect at the time of shipment, (b) apply to one Order and one billing, and (c) be exclusive of taxes, customs duties, charges for transportation, handling, storage, insurance and other similar charges. Any and all current or future tax or other governmental charge applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or permitted to collect shall be for Buyer's account and shall be added to the price, and shall not be subject to any reduction. Unless otherwise provided in writing, payment terms are net thirty (30) calendar days from the date of invoice in U.S. currency. Any amounts which remain unpaid after the due date shall be subject to a late charge of 1.5% compounded monthly, or the maximum rate allowed by law, whichever is less.

3. **TITLE AND RISK OF LOSS; DELIVERY.** Unless otherwise expressly agreed by the Seller, title and risk of loss/damage shall transfer to Buyer in accordance with the Incoterm 2000, Free Carrier, Named Place, Not Unloaded. All shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Notwithstanding anything to the contrary in these Terms, Seller may refuse to load/unload, transfer or handle any Goods under any conditions that it deems, in its sole discretion, unsafe, including (without limitation) conditions caused by drivers, personnel, equipment, procedures or weather conditions.

4. **LIMITED WARRANTY.** Seller warrants that Seller has good title to the Goods and that Goods will conform to Seller's then current specifications at the time of production. EXCEPT AS PROVIDED IN THIS SECTION, SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY TRADE USAGE OR DEALING. ALL TECHNICAL ADVICE AND SERVICES PROVIDED BY SELLER AND ITS AFFILIATES ARE PROVIDED "AS IS" AND ARE ACCEPTED BY BUYER AT ITS OWN RISK, AND SELLER SHALL HAVE NO LIABILITY FOR RESULTS OBTAINED OR DAMAGES INCURRED FROM THEIR USE.

5. **INSPECTION AND CLAIMS PROCEDURE.** Buyer shall inspect the Goods, at its sole cost and expense, for compliance with specifications and for in transit loss or damage. If the Goods are found to be deficient, defective or short in quantity, Buyer shall notify Seller in writing and shall follow Seller's claims procedures posted on the Seller's Website. Seller may modify its claims procedures from time to time in its sole discretion, provided that the version applicable to a claim shall be the version then in effect on the date Buyer submits its notification to Seller.

6. **EXCLUSIVE REMEDY.** Buyer's exclusive remedy for any cause of action arising out of this Agreement shall be limited at Seller's option to: (a) replacement of the nonconforming portion of the Goods, or (b) refund of the portion of the purchase price attributable to such nonconforming Goods. Any residual value in such Goods shall be the property of Seller. THE FOREGOING SHALL BE BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIMS AGAINST SELLER RELATED TO THE SALE OF GOODS UNDER ANY THEORY, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, WARRANTY, QUANTITY, PRICE, IN TRANSIT LOSS OR DAMAGE. FAILURE BY BUYER TO FOLLOW THE CLAIMS PROCEDURES IN ANY RESPECT SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE OF THE GOODS AND A WAIVER BY BUYER OF ALL CLAIMS. NO CAUSE OF ACTION WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOST PROFITS OR BUSINESS INTERRUPTION. SELLER'S TOTAL LIABILITY TO BUYER SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY BUYER; OR (B) THE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC GOODS GIVING RISE TO THE CAUSE OF ACTION. THE FOREGOING LIMITATION SHALL APPLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO ALL CAUSES OF ACTION AND CLAIMS INCLUDING (WITHOUT LIMITATION) BREACH OF CONTRACT, WARRANTY, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS. WITHOUT LIMITING THE APPLICABILITY OF THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES THAT COULD HAVE BEEN AVOIDED BY BUYER'S USE OF REASONABLE DILIGENCE.

8. **INDEMNIFICATION.** Buyer shall indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, subcontractors and their respective officers, directors, members, employees, representatives and agents (collectively, the "Indemnitees") from and against, any and all claims, suits, damages, losses, liabilities, costs and expenses (including court costs and attorneys' fees) (hereinafter, "Claims") arising out of or relating to: (a) Buyer's breach of any material provision of these Terms; (b) Buyer's handling, use, processing, alteration, distribution, sale or marketing of the Goods; or (c) any other action or inaction with regard to the Goods after the delivery thereof to Buyer. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; provided, that the Buyer shall not be obligated to indemnify Indemnitees against the Indemnitees' sole negligence or willful misconduct.

9. **BUYER'S DEFAULT.** If: (a) Buyer fails to make any payment when due; (b) Seller determines, in its sole discretion, that the credit of Buyer or of any person or entity providing credit support for Buyer's obligations hereunder is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any document supporting Buyer's obligations to Seller; or (c) Buyer breaches any other material term hereof, then Seller may, immediately upon notice and in its sole discretion: (i) declare immediately due and payable any amounts owed by Buyer, (ii) set-off against any amount that Seller and/or its affiliates owes to Buyer and/or its affiliates under any agreement between such parties, (iii) cancel any Orders then pending, and/or (iv) suspend further production, shipment and delivery to Buyer of any Order. Buyer shall pay Seller's reasonable costs of collection, including attorneys' fees and court costs. The foregoing rights shall be cumulative, alternative and in addition to any other rights or remedies to which Seller may be entitled at law or in equity.

10. **EXCUSE OF PERFORMANCE.** Any delay in or failure of performance by Seller shall not be a breach of these Terms if and to the extent such performance is prevented or delayed due to insufficient production capacity or events beyond the Seller's reasonable control, including (without limitation) compliance with law or government authority, military action, terrorism, riots, civil disorders, fires, severe weather conditions, accidents, labor strikes, lockouts and shortages, computer system failures, loss of electronic data, unavailability of materials, fuel products or components, facility shutdowns, any necessity to not operate or reduce operation of equipment for the safety of people or protection of the environment, or delays in transportation. Seller's obligations shall be suspended, without liability, for so long as such event continues. Seller may allocate and distribute Goods among its customers and affiliates in such proportion as Seller determines in its sole discretion. Under no circumstances will Seller be obligated to ship Goods from alternate facilities or obtain goods for delivery other than from its designated sources of supply, or if none is so designated by Seller, from its usual, customary and/or most recent sources of supply.

11. **RESALE.** Buyer may resell Goods to its customers only upon Seller's express consent and Seller's warranty shall be extended in connection with such resale of Goods; provided, however, that Buyer shall not in any way alter the Goods, nor extend any warranty, nor make any representation regarding the Goods other than those contained in Seller's then current warranty. Any warranty given with respect to Goods that have been altered without Seller's prior authorization or any such additional warranty or representation shall be void. In addition, Buyer shall not remove, obfuscate or deface any trademarks or trade names affixed to the Goods by Seller without Seller's consent. Seller is and shall remain the exclusive owner of its trademarks and trade names appearing on the Goods, with all right, title and interest therein being reserved by Seller. Buyer shall not appoint or use any sub-distributor, agent or other person or entity to distribute Seller's Goods without Seller's prior written consent.

12. **COMPLIANCE WITH LAWS.** Once Goods have been delivered to Buyer or its agent in accordance with these Terms, Buyer shall comply with all applicable federal, state, local and foreign laws, rules, regulations, judgments and government orders ("Laws"), including (without limitation) all applicable export, import, tax, money laundering, anti-boycott and anti-corruption Laws. Except as permitted by applicable Laws, Buyer will not export or re-export Goods outside the U.S., directly or indirectly, to any party or destination that is declared an embargoed/restricted party or destination by the U.S. government or by the United Nations. Further, if Goods are transferred by Buyer outside the U.S.: (a) Buyer shall be responsible for determining U.S. export control classification and licensing requirements and obtaining any required licenses, (b) Buyer shall ensure that the Goods comply with the Laws of the country of destination, including any applicable health, safety, registration, environmental or other requirements, and (c) upon Seller's request, Buyer shall provide documentation sufficient to verify the final destination of Goods delivered to Buyer hereunder.

13. **GOVERNMENT CONTRACTS.** Unless otherwise agreed by Seller in writing, Seller does not accept government contract or grant related clauses or requirements through flow down, incorporation by reference or otherwise, including pricing and domestic preference requirements and makes no representations or certifications regarding compliance with any such government requirements, regulations or statutes.

14. **CONFIDENTIALITY.** "Confidential Information" includes (without limitation) the pricing, terms, specifications, force majeure allocations and other technical, business and sales information provided pursuant to these Terms. Except as permitted by the disclosing party in writing, each party shall: (a) limit its use of the other party's Confidential Information only for the purpose of performing its obligations hereunder, (b) limit disclosure of Confidential Information only to those of its employees who need to know such information, and (c) not disclose to any third party, directly or indirectly, any Confidential Information received from the other party during the preceding three (3) years. Upon request, each party promptly shall return all Confidential Information previously supplied by the other party, destroy any and all copies and provide written confirmation certifying such destruction.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** These Terms shall be governed by the laws of the State of Delaware, USA, without regard to its conflict of laws principles, and the courts of Delaware shall have exclusive jurisdiction. Buyer and Seller hereby consent to jurisdiction of such courts, and waive any objections to venue in such courts. The UN Convention on Contracts for the International Sale of Goods, or any subsequently enacted treaty or convention, shall not apply to these Terms.

16. **MISCELLANEOUS.** These Terms 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 without Seller's prior written consent. No waiver of any provisions hereof by either party will be valid unless the same is in writing and signed by such party. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of its other provisions. No course of dealing, course of performance or usage of trade shall be considered in the interpretation or enforcement of these Terms. The following Sections shall survive the expiration or termination of these Terms for any reason: 4, 5, 6, 7, 8, 11, 12 and 14. Except as otherwise expressly agreed by the parties in writing, these Terms shall govern each Order and shall supersede all prior agreements, proposals and discussions between the parties with respect to the purchase and sale of Goods.