

## TERMS AND CONDITIONS OF PURCHASE

1. These Terms and Conditions ("Terms") are an agreement between Buyer and Seller with respect to Buyer's order of goods and/or services from Seller, effective upon Seller's acknowledgment of the order or full or partial performance thereunder, and, together with such order, constitute the entire agreement between the parties with respect thereto. Notwithstanding the foregoing, to the extent of any conflict between these Terms and any duly executed, written agreement between Buyer and Seller related to the goods and/or services, the provisions contained in such agreement shall control. Seller's proposals, acknowledgments, invoices or other documents that are in addition to, or inconsistent with, the order or these Terms shall not be binding upon Buyer. For purposes hereof, "Buyer" means the entity issuing the order. In no event shall any entity other than the entity issuing the order be liable, or jointly liable, for the obligations of Buyer with respect thereto.

2. Seller covenants and warrants: (a) the goods and services shall be free from defects in title, liens, encumbrances and third-party claims; (b) the goods and services shall conform to all specifications, performance guarantees and warranties; (c) the goods shall be merchantable, fit and sufficient for the particular purpose intended, and free from manufacturing and design defects; (d) the services shall be completed in a good and workmanlike manner in accordance with industry standards and shall be free from faults; (e) the goods and services shall be free from, and shall not introduce or activate, any feature which might: (i) lock, disable, erase, infect, or impact same; or (ii) require action or intervention by Seller or any third party to allow GP (or its affiliates, as applicable) to fully use same; and (f) the goods and services (including, without limitation, their use) shall not infringe or violate any patent, trademark, copyright, trade secret, nondisclosure or other proprietary right. Buyer may inspect and reject nonconforming goods and, at Buyer's option, either return such rejected goods at Seller's expense or hold them pending Seller's reasonable instructions. Buyer may require Seller to correct defective or non-conforming services or Buyer may have same corrected by others, and, in either event, Seller shall bear all costs of such correction and any damages or expenses caused by such defective or non-conforming services. Buyer may require Seller to provide a license for, replace, or accept return of, infringing goods and services, at Seller's expense. Seller agrees to indemnify, defend and hold harmless Buyer and its affiliates from any claim, loss or expense, of any nature, arising out of or incident to these Terms, the goods, and/ or the services, except to the extent (on a proportional basis) that any such claim, loss, or expense is proximately caused by the negligence or willful misconduct of Buyer, as determined in the final judgment of a court of competent jurisdiction. All references in these Terms to "goods" and/or "services" will be deemed to include software that is part of the goods and/or services or is used by Seller in connection with the provision of same. Seller represents and warrants that such software (including as incorporated into or utilized by any goods or services) will (i) run on supported operating systems; (ii) operate without error with anti-virus software; and (iii) be able to be patched with either operating systems patches or equipment security patches. Seller shall apply security patches to such software when security vulnerabilities arise or when notified by Buyer of a security vulnerability.

3. Seller's obligation to meet the delivery dates, specifications and quantities, as set forth in the order, is of the essence to the agreement. Buyer may cancel the order for Seller's failure to timely meet such requirements and Seller shall be responsible for any loss to or claim against Buyer or its affiliates arising out of Seller's failure to meet same. For any delay caused by Buyer, an extension of time equal in duration to such delay shall be Seller's sole remedy, and no such delay or extension shall constitute cause or justification for payment of additional compensation to Seller unless mutually agreed to in writing.

4. Buyer may, at its option, either terminate, cancel or extend the date of delivery of all or any part of the order that Seller has not yet shipped (if goods) or performed (if services), if Buyer's business is interrupted due to strikes, labor disturbances, lockout, riot, fire, act of God or public enemy, or any other cause, whether like or unlike the foregoing, beyond the reasonable efforts of Buyer to control, or if Buyer or its affiliate closes the facility or discontinues use of the asset to which the goods and/or services relate, or for any other reason or for no reason.

5. Unless otherwise agreed in writing: (a) all goods shall be delivered by Seller to Buyer DDP Buyer's facility (Incoterms 2010) (and risk of loss in all goods shall pass to Buyer in accordance therewith); (b) title to all goods shall transfer to Buyer concurrently with the passage of risk of loss; (c) Buyer is purchasing the goods on a duty-paid basis after entry and expressly declines to serve as importer of record; and (d) Seller is responsible for any importation of the goods (and for all aspects of customs clearance, payment of any and all duties and/or fees (whether due at entry, after entry, at liquidation, or after liquidation), and compliance with Applicable Law, in connection therewith), and Seller or its agent shall serve as importer of record and be identified as such on all customs forms. Seller warrants that it is able to comply with this section.

6. Buyer may set off any amount payable by Buyer to Seller against any amount payable by Seller to Buyer pursuant to the order or otherwise. Buyer may withhold payments or back-charge Seller to the extent (a) required pursuant to Applicable Law; and/or (b) Buyer deems necessary to protect Buyer from loss due to: (i) Seller's failure to provide the goods and/or services in accordance with these Terms; (ii) claims, liens, security interests or encumbrances filed against Buyer's property or reasonable evidence of probable filing thereof; or (iii) Seller's failure to make payments properly to subcontractors, vendors or suppliers. Seller is responsible for all income taxes or similar levies that may be assessed upon the compensation received by Seller hereunder and shall reimburse Buyer for any such taxes or levies paid by Buyer and for which Buyer has not withheld a corresponding amount of such compensation. For the purpose of determining the timeliness of Buyer's payments hereunder, payments transmitted via electronic funds transfer ("EFT") will be deemed received by Seller upon Buyer's initiation of such EFT and payments made via check will be deemed received by Seller upon Buyer's deposit of such check in the mail.

7. The remedies herein are cumulative and in addition to any remedies provided in law or equity. No waiver of a breach of any provision of the order or these Terms shall constitute a waiver of any other breach or of such provision. These Terms, any order, and any cause of action thereunder, shall be construed, interpreted and enforceable in accordance with the domestic substantive laws of the State of Georgia, including its incorporation of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any order. All terms contained in these Terms or any Order that by their nature or effect are required or intended to be observed, kept, or performed after the termination or expiration of either of the aforementioned, shall survive and remain binding upon and for the benefit of the parties and their permitted successors in interest.

8. Seller and Buyer hereby incorporate into these Terms the requirements of 41 C.F.R. §§ 60-1.4(a) (women and minorities), 60-300.5(a) (protected veterans), and 60-741.5(a) (individuals with disabilities), if applicable. 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. These regulations also require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Seller shall additionally comply with all applicable governmental laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force (collectively, "Applicable Law"), including, to the extent applicable, but not limited to, those concerning Seller's employees and subcontractors including: (a) the Occupational Safety and Health Act ("OSHA"); (b) the employee notice requirements set forth in 29. C.F.R. Part 471, Appendix to Subpart A; (c) the Fair Labor Standards Act of 1938, as amended; (d) Title VII of the Civil Rights Act of 1964, as amended; (e) the Age Discrimination in Employment Act of 1973; (f) Section 503 of the Rehabilitation Act of 1973; (g) Executive Order 11246; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974; (i) The Civil Rights Act of 1991; (j) The Americans with Disabilities Act; and (k) the rules, regulations and orders pertaining to the above.

9. Without limiting the generality of the foregoing, Seller shall comply with Applicable Law regarding the packaging, labeling, handling, use, storage, disposal, transportation and treatment of materials or containers that are, or contain, hazardous or toxic materials. Seller represents and warrants that the goods and services comply with environmental Applicable Law and standards, including, without limitation, all applicable sections of the Toxic Substance Control Act (15 USCS 2601) et seq. ("TSCA"). For purchases involving chemical substances, Seller shall provide Buyer a true and accurate listing of all such chemical substances or a certification that all such chemical substances are listed as active on the TSCA Chemical Substance Inventory and/or the Canadian Domestic Substances List or specifically exempted. Seller shall provide Safety Data Sheets ("SDS") in the format and with the information required by Applicable Law for the goods and/or services and such other information as Buyer reasonably requests from time to time concerning potential hazards.

10. Seller acknowledges that it has reviewed the Georgia-Pacific Supplier Sustainability Guidelines at [www.gp.com/supplier-sustainability-guidelines](http://www.gp.com/supplier-sustainability-guidelines) (the "GP Supplier Guidelines") which have been adopted by Buyer. Seller is and will remain in full compliance with the GP Supplier Guidelines during the period in which Seller provides goods and/or services to Buyer. Seller shall comply, and shall ensure that its employees and/or subcontractors comply, with all GP rules and policies applicable to any Services or other activities conducted on site, including, but not limited to, GP's CSM Contractor Safety Responsibilities and GP's policies with respect to the injury and illness history and other workplace health and safety qualifications of on-site service providers.

11. Unless authorized in writing by Buyer, Seller shall maintain in confidence, shall not disclose to others, and shall not take or use, apart from performance of this order, any non-public, proprietary, or confidential information of or relating to Buyer or any third party that Seller becomes aware of in connection with the order ("Confidential Information"). Any separate agreement between Buyer and Seller regarding Confidential Information shall control to the extent of any conflict with these Terms. Seller shall not use any name, trade name, logo, trademark or service mark of Buyer or its affiliates, or publish or represent directly or indirectly that any goods or services offered by Seller have been approved, used or endorsed by Buyer or its affiliates unless authorized in writing by Buyer.

12. Buyer (or its designated affiliate) shall own any work product or deliverable of any kind in any form that Seller, or its employees, agents, or contractors, either alone or in combination with others, creates, conceives, develops, reduces to practice, or fixes in tangible medium in performance of this order or using Confidential Information (collectively, "Work Product"), and Seller hereby irrevocably assigns to Buyer (or its designated affiliate) all present and future intellectual property, proprietary, and legal rights in and to Work Product, including, without limitation, all patent, copyright, trademark, and trade secret rights. Seller acknowledges that all Work Product shall be proprietary to Buyer (or its designated affiliate) and shall be used by Seller for the benefit of Buyer (or its designated affiliate) only, and Seller shall not disclose, copy, or use Work Product except as authorized in writing by Buyer. Notwithstanding the foregoing, to the extent the goods or services existed separate and apart from the order and were not developed, designed, customized or modified by Seller for Buyer in performance of the order, Seller shall retain any intellectual property rights it owns or enjoys with respect thereto, and Seller hereby grants to Buyer (or its designated affiliate) a non-exclusive, royalty-free worldwide license to any intellectual property of Seller required or useful to exploit or practice the goods or services. Except as otherwise set forth herein, these Terms shall not be interpreted to transfer any pre-existing intellectual property rights from either party to the other.

13. At its own expense, Seller shall maintain the following minimum insurance coverages and limits with respect to liability arising out of services performed and/or goods supplied by Seller: (a) Worker's Compensation and Employer's Liability Insurance, as prescribed by Applicable Law, (b) Commercial General Liability Insurance, with minimum limits of \$3,000,000 for bodily injury and property damage, per occurrence and in the aggregate; and (c) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. Such insurance shall list Buyer and its affiliates as additional insureds and provide coverage on an "occurrence" policy form acceptable to Buyer. The coverage afforded under such insurance policies shall be primary and non-contributory to any other insurance available to Buyer or its affiliates. All such policies shall provide that the same shall not be canceled, nor the coverage modified nor the limits changed, without first giving Buyer 30 days' prior written notice. No such cancellation, modification or change shall affect Seller's obligation to maintain the coverages required hereunder. If requested by Buyer, Seller shall provide a certificate of insurance and additional insured endorsement satisfactory to Buyer evidencing such insurance coverage. Buyer's acceptance of any insurance certificate shall not constitute acceptance of the adequacy of coverage or compliance with the requirements of these Terms. Seller shall and does hereby waive all rights of subrogation that it or the insurers may have against Buyer or its affiliates arising out of insured claims under such policies. These obligations to maintain insurance shall not limit or modify in any way any of Seller's other obligations under these Terms.

14. Seller shall not subcontract any portion of the services without Buyer's prior written consent as to the proposed subcontractor and the extent of services each is to perform. Seller agrees that, whether or not consented to by Buyer, Seller is fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by Seller. Seller shall ensure that each subcontractor is bound by those Terms that are relevant to the portion of the services being performed by such subcontractor, including, without limitation, those relating to Confidential Information and intellectual property. The foregoing shall not be deemed to waive or limit any rights or remedies that Buyer or its affiliates might have against any such subcontractor at law or in equity. Seller shall operate as an independent contractor and

not as an agent, employee, servant or representative of Buyer or any of its affiliates. No personnel of Seller or any subcontractors, whether or not located on Buyer's or any of its affiliates' premises, shall be deemed under any circumstances to be agents, employees, servants or representatives of Buyer or any of its affiliates and shall not hold themselves out as such. Seller assumes full responsibility for the acts of, and for compliance with Applicable Law concerning employment and taxation with respect to, such personnel and subcontractors.

15. It is agreed that, with respect to any legal limitations now or hereafter in effect that affect the validity or enforceability of the obligations herein, such legal limitations are made a part of such obligations to the minimum extent necessary to bring them into conformity with the requirements of such limitations, and as so modified, such obligations shall continue in full force and effect.