

THESE TERMS AND CONDITIONS OF SALE ("TERMS") APPLY TO ALL SALES OF PRODUCTS ("PRODUCTS") BY LUMBERTON CELLULOSE LLC ("SELLER") TO ITS CUSTOMER REFERENCED IN THE SUPPLY AGREEMENT OR THE ORDER ACKNOWLEDGEMENT ("BUYER").

1. **PURCHASE AND SALE OF PRODUCTS; TERMS.** Buyer may submit to Seller purchase-related documentation ("Order(s)") which include the details of Products requested by Buyer (e.g., type, grade, quantities, delivery, and pricing terms). Such Orders shall be subject to these Terms, as modified by other written agreement between the parties. Nothing in these Terms shall require Seller to continue to produce any specific grade or type of Product. The current version of the Terms supersedes all prior versions upon posting to Seller's "Website" at https://www.gppackaging.com/terms_and_conditions. 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. Unless expressly agreed by the Seller in Seller's acceptance documentation or otherwise in writing, these Terms shall govern any written supply agreements between the parties with respect to the sale of Products and all Orders submitted by Buyer, and any additional or conflicting provisions contained in, attached to, or referenced by Buyer's Order, shall have no effect on the purchase of any Products by Buyer from Seller and are expressly rejected by Seller.
2. **PRICING; PAYMENT TERMS.** Unless otherwise agreed by the parties in writing, prices shall:
 - 2.1. be the Seller's prevailing prices in effect at the time of shipment,
 - 2.2. apply to one Order and one billing, and
 - 2.3. 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 Products that Seller is required to pay or permitted to collect shall be added to the price, and shall not be subject to any reduction.
3. **DELIVERY; TITLE AND RISK OF LOSS.** All shipping dates are approximate and not guaranteed and are subject to Seller's timely receipt from Buyer of all information necessary to process the Order. Seller reserves the right to make partial shipments and to supply the Product from any source, whether or not owned by Seller or any of its affiliates, provided that it meets the Specifications.
4. **LIMITED WARRANTY.** Seller warrants that Seller has good title to the Products and that Products will, at the time of delivery, conform to specifications agreed upon in writing between Seller and Buyer and, if no such agreement exists, to Seller's specifications in effect at the time of production (as applicable, the "Specifications"). 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, NONINFRINGEMENT 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 PERIOD.** Buyer shall, promptly after delivery and at its sole cost and expense, inspect the Products for compliance with Specifications and for in transit loss or damage. Buyer shall notify Seller in writing, within thirty (30) days after the date of arrival of the Product at the delivery point (the "Claim Period"), of any nonconformance of the Product with the Specifications. Acceptable delivery will be deemed to have been made if Seller receives no written claim from Buyer within the applicable Claim Period, and Buyer waives any claims for nonconformance of any Product not made within the applicable Claim Period. No claims made after such Claim Period shall be valid or recognized.
6. **EXCLUSIVE REMEDY.** Buyer's exclusive remedy for any cause of action arising out of Buyer's purchase of Products from Seller shall be limited, at Seller's option, to: (a) replacement of the nonconforming portion of the Products, or (b) refund of the portion of the purchase price attributable to such nonconforming Products. Any residual value in such Products shall be the property of Seller. THE FOREGOING SHALL BE BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIMS AGAINST SELLER RELATED TO THE SALE OF PRODUCTS UNDER ANY THEORY, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, WARRANTY, QUANTITY, PRICE, IN TRANSIT LOSS OR DAMAGE.
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, LOSS OF PRODUCTION, BUSINESS INTERRUPTION OR GOODWILL. SELLER'S TOTAL LIABILITY TO BUYER SHALL BE LIMITED TO THE LESSER OF: (A) DOCUMENTED DIRECT DAMAGES INCURRED BY BUYER; OR (B) THE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCTS 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. **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 provision of these Terms, then Seller may, immediately upon notice, in its sole discretion and without liability:
 - 8.1. declare immediately due and payable any amounts owed by Buyer,
 - 8.2. set-off against any amount that Seller and/or its affiliates owes to Buyer and/or its affiliates under any agreement between such parties,
 - 8.3. cancel any Orders then pending,
 - 8.4. suspend further production, shipment and delivery to Buyer of any Order, and/or
 - 8.5. pursue any other rights or remedies to which Seller may be entitled at law or in equity.
9. **LATE PAYMENT.** If any amount owed to Seller hereunder is not paid when due, then, in addition to the remedies set forth in Section 8 above, such amount shall bear interest at the rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate permitted by applicable law, from the date on which it is due until it is paid in full. Buyer shall be liable for all expenses related to collection of past due amounts, including attorneys' fees. Seller and its affiliates shall have the right to set off any amounts owing from Buyer or any of its affiliates against any amounts payable to Buyer or any of its affiliates. Seller reserves the right, at any time and from time to time, to require payment against an irrevocable letter of credit or to require establishment of a standby letter of credit, in which case Buyer, at or prior to the time of order placement, shall establish in Seller's favor an irrevocable letter of credit confirmed by one or more banks acceptable to Seller and in a form and on terms satisfactory to Seller. All bank charges, interest and other costs associated with the establishment and maintenance of the letter of credit shall be for the account of Buyer, except to the extent expressly agreed by Seller. If a letter of credit has been required by Seller, Seller shall not be obligated to produce, ship, or deliver any orders, and may suspend and/or terminate shipments in process, if a letter of credit acceptable to Seller is not then in full force and effect.
10. **EXCUSE OF PERFORMANCE.** Any delay in or failure of performance by Seller shall not be deemed a breach by Seller 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 Products among its customers and affiliates in such proportion as Seller determines in its sole discretion. Under no circumstances will Seller be obligated to ship Products 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. If Seller elects to shut down or sell assets that Seller uses to manufacture Products, and Seller deems it economically unattractive to manufacture and deliver Products from an alternative location, then Seller may, in its sole discretion, stop supplying such Products to Buyer by providing sixty (60) days prior written notice of Seller's intent. Seller shall continue to supply Products to Buyer in accordance with the terms of the parties' agreement during such notice period.

11. COMPLIANCE WITH LAWS.

11.1. Each party will comply, and will cause any person or entity acting on its behalf to comply, with all applicable legal, governmental and regulatory requirements, including but not limited to export, import, tax, money laundering, anti-boycott, anti-money laundering, and anti-corruption laws (including, without limitation, the U.S. Foreign Corrupt Practices Act and the anti-bribery laws of any country in or through which the Products are sold, purchased, marketed, delivered or transported (collectively, "Laws"). Each party represents and warrants that it has not and will not: (a) use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity or to influence official action; (b) make any direct or indirect unlawful payments to any government official or employee; or (c) make any bribe, payoff, influence payment, kickback or other unlawful payment; and has instituted and maintains policies and procedures designed to ensure compliance therewith. Buyer will notify Seller promptly if a current or former government official: (i) has or will have any direct or indirect ownership interest in Buyer, (ii) exercises control over Buyer, or (iii) is employed by Buyer.

11.2. Except as permitted by applicable Laws, Buyer will not export or re-export Products 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 Products are transferred by Buyer outside the U.S., Buyer shall: (a) be responsible for determining U.S. export control classification and licensing requirements and obtaining any required licenses, (b) ensure that the Products comply with the Laws of the country of destination, including any health, safety, registration, environmental or other requirements, and (c) upon Seller's request, provide documentation sufficient to verify the final destination of Products.

11.3. To the extent applicable, Buyer will comply with the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A and any applicable equal opportunity laws, including 41 CFR § 60-1.4(a) (1) - (7), 41 CFR § 60-741.5(a), 41 CFR § 60-250.5 and 41 CFR § 60300.5.

11.4. Buyer will notify Seller promptly if: (a) a violation of any Laws occurs with respect to the Products, (b) Buyer receives any notice, demand, summons or complaint from any governmental or regulatory authority, agency or other body relating to the Products, and/or (c) Buyer or any officer, owner or principal of Buyer is suspended from doing business, charged with or convicted of being engaged in fraud, bribery, misrepresentation or any criminal act affecting the Products or Buyer's relationship with Seller.

12. **FURTHER HANDLING AND USE.** 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 ("Claims") arising out of or relating to Buyer's handling, use, processing, alteration, distribution, sale or marketing of the Products after delivery thereof by Seller.

13. **SELLER'S TRADEMARKS.** Except as may be contained in a separate trademark license agreement, the sale of Product (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any of Seller's trademark or trade name, and Buyer shall not use a trademark or trade name of Seller or its affiliates without Seller's prior written consent.

14. **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.

15. **CONFIDENTIALITY.** "Confidential Information" includes (without limitation) the pricing, terms, specifications, force majeure allocations and other technical, business and sales information provided in connection with the purchase and sale of the Products. Except as permitted by the disclosing party in writing, the recipient shall: (a) use no less than reasonable care to protect the Confidential Information from disclosure; (b) use the disclosing party's Confidential Information only for the purpose of performing its obligations hereunder, and (c) limit disclosure of Confidential Information only to those of its employees and representatives who need to know such information. The foregoing obligations shall apply to all Confidential Information received for three (3) years after disclosure, provided that such obligations shall not apply to information that the recipient can demonstrate: (i) was rightfully in its possession prior to initial disclosure by the disclosing party; (ii) is or later becomes part of the public domain through no act or omission of the recipient in violation of this provision; (iii) was obtained by the recipient from a third party who had a bona fide right to disclose such information; or (iv) was independently developed by the recipient without use of or resort to the Confidential Information. Upon request, the recipient promptly shall return all Confidential Information previously supplied by the disclosing party, destroy any and all copies and provide written confirmation certifying such destruction.

16. **DISPUTE RESOLUTION AND GOVERNING LAW.** These Terms are formed and shall be construed, performed and enforced under the laws of the State of Delaware, U.S.A. (notwithstanding conflicts of laws principles). The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any controversy arising under this Agreement shall be determined by a court of competent jurisdiction in Wilmington, Delaware, U.S.A. BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN SUCH COURTS.

17. **RESPONSIBILITIES.** In connection with Buyer's purchase of Products pursuant to these Terms: (a) Buyer shall look solely to the respective Seller of the specific Products purchased by Buyer for acts, omissions and obligations of such Seller; (ii) the Seller and its affiliates shall not be jointly liable under any circumstances; and (iii) for the purposes of clarity and the avoidance of doubt, there shall be no cross representations, warranties, covenants, obligations or terms and conditions of any kind between the Seller and its affiliates.

18. **MISCELLANEOUS.** Seller and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated hereunder or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the parties. 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 any Order or these Terms for any reason: 4-9, 11-12, and 15-18. 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 Products.

19. **LANGUAGE.** If these Terms translated into a version other than this English language version, this English language version of these Terms will be the official version of these Terms and these provisions hereof shall prevail in the event of any inconsistencies with the provisions of any translated version.