

## TERMS AND CONDITIONS OF SALE

1. **Terms.** All quotations are made and all orders are accepted by Borregaard USA, Inc. ("Supplier") subject only to these terms and conditions. Any terms contained in Buyer's purchase order or any other form or communication received from Buyer which are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Supplier. If these Terms and Conditions of Sale are issued by Supplier subsequent to the issuance of and in response to or in acknowledgment of a purchase order by Buyer, acceptance by Supplier of such purchase order is expressly conditional on assent by Buyer to all of the additional and different terms and conditions contained herein. If Buyer accepts any performance by Supplier hereunder, including, but not limited to, any delivery of products, Buyer shall be deemed to have waived any express condition in Buyer's purchase order that acceptance of such purchase order was limited to the terms and conditions contained therein.
2. **Delivery.** Delivery is FCA shipping point by common carrier and title and risk of loss passes to Buyer upon such delivery. Shipping costs, unless otherwise agreed with Buyer, shall be at the expense of Buyer. Claims for loss or damage to products in transit shall be made to the carrier and not to Supplier or any subsidiary or affiliate of Supplier. Delivery dates are approximate. Buyer shall not have the right to cancel or suspend all or any undelivered or unexecuted portion of the products. If, contrary to the prohibitions of this paragraph, Buyer expressly or, by Buyer's actions or omissions, impliedly cancels or suspends all or any such undelivered or unexecuted portion of the products, Buyer agrees to make payment to Supplier, immediately upon demand by Supplier therefore, of all outstanding invoices (including charges for interest, packing, and shipping) and of Supplier's expenses which in any way result from or are attributable to any such cancellation or suspension.
3. **Prices.** The price for each item is the amount specified in Supplier's price list in effect at the time of shipment, or as otherwise agreed with Buyer, exclusive of any applicable taxes or other government levy, all of which shall be the responsibility of Buyer. Supplier may elect to increase prices at any time, but in such event, Buyer may change or cancel the unfilled order for products covered by an increase (except for specially fabricated products already completed or in process) by giving prompt ten (10) days written notice to Supplier.
4. **Terms of Credit/Payment.** Unless Supplier specifies other payment terms in writing, payment shall be in U.S. Dollars (or other currency as noted on Supplier's invoice) to the address indicated on Supplier's invoice within thirty (30) days after the date of invoice. Supplier may, at any time and from time to time and without prejudice to Supplier's other remedies, suspend or terminate performance or delivery hereunder or require payment in cash or other assurance satisfactory to Supplier when Buyer is in default of this or any other contract with Supplier or when, in Supplier's judgment, the financial condition of Buyer or other grounds for insecurity warrant such action. In the event of any such suspension of performance or deliveries, the terms of this contract may, at Supplier's election, be extended for a period equal to the suspension period.
5. **Samples, Descriptive Literature and Substitutes.** Samples, catalogues, product brochures, photographs and other illustrations are a general representation of the products offered, but shall not be taken as precise, shall not constitute warranties that the products shall be in conformity therewith, shall not constitute any part of the basis of the bargain, and shall not form part of the contract. Supplier reserves the right to make changes in formulas, specifications or materials for the products.
6. **Warranty and Liability of Supplier.** Buyer acknowledges that it is not relying on Supplier's skill or judgment to select or furnish products suitable for any particular purpose. OTHER THAN TITLE, SUPPLIER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE PRODUCTS PURCHASED WILL SUITABLY MEET THE REQUIREMENTS OF THEIR INTENDED USE. BUYER'S EXCLUSIVE RIGHT OR REMEDY FOR ANY CLAIM, WHETHER FOR BREACH OF WARRANTY OR IN TORT, CONTRACT OR OTHERWISE, SHALL BE A REFUND OF THE PURCHASE PRICE OR, AT SUPPLIER'S OPTION, SHIPMENT OF CONFORMING PRODUCTS UPON RETURN OF DISPUTED PRODUCTS. SUPPLIER'S LIABILITY ON ANY SUCH CLAIM SHALL IN NO EVENT EXCEED THE COST TO BUYER OF THE PRODUCTS, AND IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. The warranty provided in this paragraph shall not be deemed to have failed of its essential purpose so long as Supplier is willing and able to replace the affected products or refund the purchase price paid. No employee, representative, or agent of Supplier is authorized to alter or modify any provision of this paragraph or to make any guarantee, warranty, or representation, express or implied, orally or in writing, which is contrary to the foregoing.
7. **Claims Procedure.** Supplier will give reasonably prompt consideration to settlement of Buyer's claims, but in no event shall Supplier be liable on any claim unless written notice of the claims is received by Supplier within thirty (30) days after date of delivery of the products. On all claims relating to defective products, Buyer must institute legal action against Supplier within one (1) year after the claim arises and thereafter all claims shall be barred notwithstanding any statutory period of limitation.
8. **Indemnification.** Buyer assumes all risks and liability for results obtained by the use of the products, whether used alone or in combination with other material, or where the claimed damage results from deterioration occurring after receipt. Buyer also assumes responsibility for compliance with all laws governing labeling and packaging of any special print products, and for adhering to the rights of others (patents, trademarks, copyrights, unfair competition or other) in Buyer's use and sale of all products sold hereunder. Buyer undertakes to hold Supplier harmless from any and all claims, costs and expenses arising out of disputes involving such matters (including, but not limited to, attorneys' fees), and agrees, at its own expense, to settle or defend any such dispute involving Supplier.
9. **Contingencies.** Any failure on the part of Supplier or a subcontractor to perform shall be excused when performance is impracticable due to causes beyond its reasonable control, including without limitation such causes as fire, storm, flood, earthquake, accidents, war, riots, carrier, power or fuel shortages, labor disputes or shortages, transportation failures or delays, inability to secure raw material, supplies or machinery, acts of God, and governmental or judicial regulations or orders. Delivery of products may be deferred, scaled down or canceled when reasonably necessitated by such causes, as determined by Supplier in its sole discretion.
10. **Seller's Weights.** The records of the Supplier shall constitute the sole, absolute, and conclusive evidence of the weight of all products sold hereunder for all purposes, including without limitation, determining what products have been sold and delivered and the purchase price for such products.
11. **Miscellaneous.** These terms supersede all prior oral undertakings and all prior inconsistent writings and may neither be changed nor waived in any respect except as agreed by both parties in writing. These terms, including their validity, interpretation and performance requirements shall be governed by the internal law of the State of Wisconsin. Any legal action with respect to this writing or the products shall be brought in either the Federal District Court in and for the Western District of Wisconsin or the Circuit Court in and for Marathon County, Wisconsin and Buyer hereby consents to the personal jurisdiction of such courts in any such action. If either party commences any such action in any other forum, the other party shall be entitled to the dismissal of such action.