

1. **SALE OF GOODS.** These Containerboard Terms of and Conditions of Sale ("Terms") shall apply to all sales of product and any other goods ("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 by Buyer of Goods hereunder are expressly conditioned upon acceptance of these Terms, regardless of the means Buyer used to purchase Goods, including (without limitation) phone orders, written purchase orders, electronic orders, acknowledgements, confirmations or other writings ("Order(s)"). Any additional or conflicting terms contained in, attached to or referenced by any Order that are inconsistent with these Terms shall be deemed a material alteration of these Terms, and are hereby expressly rejected by Seller, unless otherwise accepted in writing. The current version of the applicable Terms supersedes all prior versions upon posting to Seller's website (www.gp.com/containerboard) ("Website"). Unless otherwise agreed by the parties in a separate agreement, Seller reserves the right to modify the Terms at any time without prior 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. **CREDIT REQUIREMENTS.** If Seller determines, at any time in its sole discretion, that the creditworthiness 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 agreement or document supporting Buyer's obligations hereunder, Seller shall have the right, among any other rights provided by law, to declare immediately due and payable any amounts owed by Buyer and suspend or terminate further production, shipment or delivery of any Order until credit arrangements satisfactory to Seller have been established. In such event, Buyer shall provide to Seller such financial information as may be reasonably requested by Seller to establish credit or assure performance.

3. **PRICING AND PAYMENT TERMS: INTEREST.** Unless otherwise agreed by the parties in a separate agreement, prices quoted are those in effect at the time of acceptance of the Order and apply to one Order and one billing. Unless otherwise specified in writing by Seller, terms of payment are net thirty (30) calendar days from date of Seller's invoice in U.S. currency, without set-off or deduction. Any amounts which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month or the maximum rate allowed by law, from the due date until such amount is paid, and Buyer shall pay Seller's reasonable costs of collection, including attorneys' fees and court costs. Seller may set-off any amounts owing from Buyer against any amounts payable to Buyer.

4. **TAXES AND OTHER CHARGES.** Unless otherwise agreed by Seller in writing, all prices are exclusive of applicable federal, state, local and foreign sales, use, excise, value added and other taxes, as well as charges for shipment, handling, storage and insurance. 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. If Buyer does not give Seller written notice of a dispute with respect to any taxes or other charges under this Section within six (6) months of the date of an invoice, as between Buyer and Seller, the application of such taxes or other charges shall be deemed correct and binding on Buyer.

5. **SHIPMENT, TITLE AND RISK OF LOSS.** All shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Unless otherwise expressly agreed by Seller, title and risk of loss shall transfer to Buyer in accordance with the Incoterm 2000, Free Carrier, Named Place, Not Unloaded, provided that Buyer shall be responsible for determining U.S. export control classification and licensing requirements and obtaining any required licenses under U.S. laws, regulations or orders promulgated to regulate or control exports.

6. **LIMITED WARRANTY.** Seller warrants that Seller has good title to the Goods and that Goods will conform to the then current specifications at the time of production. A copy of the specifications will be provided to Buyer upon request. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. 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.

7. **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 or defective, 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 of the claims procedures applicable to Buyer's notification shall be those then in effect on the date Buyer submits its notification to Seller.

8. **EXCLUSIVE REMEDY.** Provided that Buyer notifies Seller of any nonconformance of the Goods with specifications or of any loss or damage in transit within the times specified in the Seller's claims procedures, then Seller shall, at its option, either replace that portion of the Goods found by Seller to be nonconforming on the same terms applicable to the initial order, or refund to Buyer the purchase price or portion thereof actually received by Seller for the affected portion of the Goods. Any residual value in such Goods shall be the property of Seller. THE FOREGOING SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS AGAINST SELLER IN CONNECTION WITH THE SALE OF GOODS UNDER ANY THEORY, INCLUDING (WITHOUT LIMITATION) PRODUCT PERFORMANCE, QUANTITY, PRICE, PROMOTIONAL ALLOWANCES, IN TRANSIT LOSS OR BREACH OF WARRANTY. ANY AND ALL CLAIMS WHICH DO NOT COMPLY WITH THE CLAIMS PROCEDURES IN ANY RESPECT SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE OF THE GOODS AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO. 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.

9. **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, "Claim(s)") 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; or the claim results in a monetary obligation that exceeds any contractual commitment; provided, however, that the foregoing shall not obligate Buyer to indemnify Indemnitees against the Indemnitees' sole negligence or willful misconduct.

10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES. SELLER'S TOTAL LIABILITY TO BUYER IN CONNECTION WITH THIS AGREEMENT 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.

11. **BUYER'S DEFAULT.** Seller may declare immediately due and payable any amounts owed by Buyer and to suspend further production, shipment and delivery to Buyer of any Order immediately upon notice 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 (c) Buyer breaches any other material term hereof. 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.

12. **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) acts of God, embargoes, governmental restrictions, compliance with law or government authority, military action, terrorism, riots, civil disorders, fires, floods, accidents, labor strikes, lockouts and shortages, computer system failures, loss of electronic data, unavailability of materials, fuel products or components, 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 in such proportion as Seller determines in its sole discretion. 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.

13. **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, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVE ANY OBJECTIONS TO VENUE IN SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods, or any subsequently enacted treaty or convention, shall not apply to these Terms.

14. **COMPLIANCE WITH LAWS/EXPORT.** Buyer shall comply with all applicable federal, state, local and foreign laws, rules, regulations, orders and decrees of any governmental authority having jurisdiction pertaining to these Terms. Except as permitted by the applicable laws of United States of America, Buyer will not sell, supply, transfer or deliver Goods, directly or indirectly, to any party or destination that, at the time of such sale, supply, transfer or delivery, is declared an embargoed/restricted party or destination by the U.S. government. Upon Seller's request, Buyer will provide documentation sufficient to verify the final destination of any Goods delivered hereunder.

15. **CONFIDENTIALITY.** "Confidential Information" includes (without limitation) the pricing, terms, specifications and other technical, business and sales information provided pursuant to these Terms. For a period of three (3) years after the expiration or termination of the Agreement of which these Terms are a part, Buyer shall not use for any purpose not expressly permitted hereunder and shall not disclose to third parties, directly or indirectly, any of Seller's Confidential Information received by Buyer in connection with these Terms. Upon Seller's request, Buyer promptly shall return all Confidential Information previously supplied, destroy any and all copies and provide Seller written confirmation certifying such destruction.

16. **ASSIGNMENT.** 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.

17. **MISCELLANEOUS.** 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: 6, 7, 8, 9, 10 and 15. 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.