

PURCHASE ORDER TERMS AND CONDITIONS IMPORTANT - READ CAREFULLY

1. **ACCEPTANCE; PURCHASE ORDER CONSTITUTES**

ENTIRE AGREEMENT - This Order constitutes Buyer's offer and may be accepted by Seller (or Contractor where applicable) only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Buyer and Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgement, invoice or other written document of Seller, no addition to, waiver for the future or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Buyer.

2. **CHANGES** - Buyer shall have the right at any time to make changes in this Order by written notice to Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Order, Seller shall notify Buyer immediately and negotiate an adjustment.

3. **PRICE** - If this Order is not priced it shall not be filled at prices higher than those last quoted and charged Buyer for the same articles. Charges for boxing, packaging or cartage will not be allowed or paid by Buyer unless otherwise expressly stated on this Order. Goods are purchased on a delivered basis. An element of freight is included in the purchase price of the materials. All freight charges are to be paid by the supplier to the carrier without further liability to International Paper, its divisions, subsidiaries or affiliates, or its customer and/or consignee.

4. **SHIPPING** - Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Buyer's Purchase Order Number. Seller's serial numbers must be shown on all shipping papers and invoices.

5. **TIME OF THE ESSENCE** - Time of shipment and of other aspects of performance hereunder is of the essence of this agreement.

6. **DELIVERY/TITLE** - Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to Buyer upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of Seller.

7. **RIGHT OF INSPECTION AND REJECTION** - Material and equipment supplied by Seller shall be received subject to Buyer's inspection and approval within a reasonable time after delivery,

12. **PATENT INDEMNITY** - Seller agrees to indemnify, save harmless and defend Buyer from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any United States patent, trademark or copyright in the manufacture, use or sale of the equipment or materials furnished under this Order. In case said equipment or material is in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, Seller shall, at its own expense, either procure for Buyer the right to continue using said equipment or material, or at the option of Buyer either replace same with equally efficient noninfringing equipment or material, or modify it without impairing its efficiency so it becomes noninfringing, or remove said equipment or material and refund the purchase price and the transportation and installation costs thereof.

13. **INDEMNITY AND INSURANCE** - Seller shall defend, indemnify and hold harmless Buyer from any claims, suits, judgments, fees and costs (including attorney's fees) based on or arising out of the Seller's products, services and/or the resale or use of the products purchased hereunder including death, personal injury, or damage to property. Seller agrees to procure and maintain the following insurance coverage: (a) Commercial General Liability insurance, endorsed to name Buyer, a division of International Paper Company, as an additional insured, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising, (b) Commercial Auto insuring all vehicles used by Seller (including all owned, hired and non-owned vehicles), and (c) Worker's Compensation with statutory limits and a waiver of subrogation in favor of Buyer, and Employer's Liability with limits not less than \$500,000 each accident and \$5,000,000 Disease - Each Employee. Evidence of such coverage, in the form of a Certificate of Insurance and providing for thirty (30) days notice to International Paper prior to cancellation, shall be sent to Buyer not later than seven (7) days following Seller's acceptance of this Order.

14. **COMPLIANCE WITH LAWS** - Seller, in the performance of this Order, unless exempt, shall comply with provisions of Executive Orders No. 11246 as amended and No. 13201 (Beck) as amended, 29 C.F.R 470, 41 C.F.R 60-1, 60-250, 60-741.44, 60-250.44, 60.300.44, which are all incorporated by reference herein, and all other applicable Federal, state, and local laws, regulations, rules and ordinances, including but not limited to those dealing with the environment. All goods and services must bear the following legend: "We hereby certify that the goods and services covered by this invoice were produced in compliance with applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

15. **CHEMICAL SUBSTANCE IDENTIFICATION** - By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has been properly labeled, and that proper information on the substance(s), e.g., material safety

notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Buyer's formal authorization.

8. **ASSIGNMENT** - Neither this Order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by Seller without the prior written consent of Buyer. Buyer may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the Seller's warranty, without the approval of Seller.

9. **GOVERNING LAW** - This Order, and the rights and obligations of the parties thereto, shall be determined in accordance with the laws of the State wherein the equipment or material shall be installed, or wherein the work shall be performed herein.

10. **WARRANTY** - Seller warrants that all goods or services furnished pursuant to this Order will be free from defects in material or workmanship and will be in conformity with the requirements of this Order, including drawings and specifications, if any, and reasonably fit for the purpose disclosed in this Order or in such drawings and specifications, and Seller further warrants that such goods or services will be merchantable and fit for the purpose for which they are sold, and where design is Seller's responsibility, will be free from defects in design. Buyer's approval of Seller's design or material shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, goods which are not as warranted may at any time within twelve (12) months after delivery be returned at Seller's expense. Buyer at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking, transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith.

11. **INVOICES** - All invoices shall be mailed to Buyer at its office as indicated on the face of this Order and will state Buyer's Purchase Order Number clearly on the Invoice. Invoice and duplicates shall be rendered for each order or for each shipment if more than one is made on an order. No invoice shall be delivered by Seller to any employee of Buyer. An itemized delivery ticket, bearing Buyer's Purchase Order Number as shown hereon, must be left with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the package or other shipping unit. The payment discount period will date from receipt of the invoice and not from the date of the invoice. In case of errors on an invoice, the payment discount period will date from the receipt of corrected invoices. Seller shall use the lowest published freight rates and any excess transportation charges incurred, including any that deviate from the published tariff rates, are to be borne by the Seller.

data sheets, have been provided to Buyer, pursuant to all federal, state or local laws and regulations.

16. **TERMINATION** - Buyer, by written notice, may terminate this order, in whole or in part. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of reprocurring similar items. If this order is terminated for the convenience of Buyer, Seller will be compensated to the extent that items have been accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.

17. **CONFIDENTIALITY/TRADE SECRETS** - All specifications, data and other information furnished by Buyer, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Buyer and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval of the Director - Purchases of Buyer. In addition, the purchase of the Seller's product does not authorize the Seller to use the name of or make reference to Buyer for any purpose in any releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of the Director - Purchases of Buyer.

18. **Discontinuance of Supply**. If Supplier chooses to discontinue the supply of any Product, Supplier will give Buyer a minimum of 6 months notice (the "Discontinuation Notice") before such exit (the "Discontinuation Date"). In the event that Buyer cannot identify alternative suppliers, Supplier agrees to explore the following:

- Technology transfer
- License agreement
- Identification of alternate sources
- Provide inventory of Products

19. **Last Time Purchase** - if Supplier delivers to Buyer the Discontinuation Notice regarding any Product, Buyer will have the right to a last time purchase from Supplier of the Product in a quantity ordered by Buyer. This last time purchase order must be placed by Buyer within 90 days before the Discontinuation Date. Supplier will deliver any Products purchased via the last time purchase order in accordance with a reasonable production and delivery schedule at the same price as recent previous purchase orders.