

International Forest Products LLC

Standard Terms and Conditions

1. Seller warrants that all goods and related services (all references in this order to "goods" shall include such related services) furnished will be free from defects in workmanship and material and will comply in all respects with the specifications, prints, drawings and samples, if any, listed on the face of, or attached to, this order, or which have been or shall be supplied to Seller and shall be substantially equivalent in quality to comparable goods supplied by Seller from the producing mill location. Without limiting the foregoing and in addition to any other remedy available to Buyer, if three percent (3%) of any type of goods furnished hereunder is found defective, at the option of Buyer, Buyer may reject the entire quantity or require Seller to replace the entire quantity at no extra cost to the Buyer, and in either case Seller shall pay for the reshipment of such goods to Seller. Notice of any claim or defect may be given at any time within one (1) year after receipt by Buyer.
2. If no price is set forth on the face hereof or otherwise agreed to Buyer and Seller, this order shall be accepted and filled at the lowest of (i) the price most recently quoted for goods of the same type, (ii) the price at which goods of the same type were last shipped, or (iii) the price at which goods of the same type are generally sold by others in the industry. Unless otherwise agreed to by Buyer and Seller, Buyer will pay all invoices for goods delivered pursuant to this order within ninety (90) days after receipt of such goods; provided, however, that such payment shall not constitute acceptance of the goods covered by the invoice paid, and shall not limit Buyer's rights under paragraph 1 above or Buyer's right to reject goods for failure to comply with any warranty of Seller to Buyer. Except as stated elsewhere in this order, under no circumstances will Buyer pay any late interest carrying or other charge with respect to any amounts invoiced to Buyer by Seller for goods ordered hereunder.
3. Prompt delivery is the essence of this order. Failure to make deliveries in accordance with delivery schedules set forth on or attached to this order or otherwise agreed to by Buyer and Seller will be proper cause, at the Buyer's option, for cancellation of this order. Without limitation of the foregoing, Seller shall notify the Buyer promptly of any delays or threatened delays in the performance of this order. The Buyer may from time to time change delivery schedules or direct temporary suspensions of scheduled shipments by means of written or telephonic notice to Seller. The Buyer will have no liability to pay for goods delivered to it which are in excess of quantities specified in delivery schedules.
4. Except when the goods called for by this order are to be produced from designs or by processes furnished or specified by the Buyer, Seller agrees to hold Buyer and its customers harmless from all expenses, judgments and costs to which Buyer and its customers may be subjected on account of alleged infringement of any patent of other proprietary right of any kind because of the purchase, sale and/or use, provided Buyer promptly furnished Seller with all notices and documents served upon Buyer and gives complete control of all such litigation to the Seller.
5. An overrun or underrun of up to ten percent (10%) will constitute fulfillment of any order accepted hereunder, unless indicated on the face hereof, or otherwise agreed in writing.
6. This order is placed with the express understanding that, in accepting this order, Seller agrees to comply in the fulfillment of this order with the terms of all Federal and State laws (and all rules and regulations thereunder) which apply to such fulfillment, to the extent applicable, including without limitation, the Walsh-Healy Act and Fair Labor Standards Act.
7. The Buyer shall have the right by written order to make changes from time to time in the goods to be furnished hereunder. No additional charge for any additional or different goods will be allowed unless the same is provided for in a supplemental written order executed by Buyer. Any claims by Seller for additional compensation as a result of any change order by the Buyer must be asserted in writing within fifteen (15) days after the supplemental order or other change requested by Buyer has been received and prior to performance.
8. Seller agrees that no part of its performance under this order will be delegated without the Buyer's prior written consent.
9. Except as may be otherwise provided in this order, the price for goods under this order (the "contract price") includes all Federal, State, and Local taxes.
10. The Buyer may forthwith cancel this order, without obligation, in the event of the happening of any of the following: insolvency of Seller; the filing by Seller of a voluntary petition of bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt; the appointment of a receiver or trustee for Seller; the execution by Seller of an assignment for the benefit of creditors; any representation made by Seller to Buyer that is misleading or the failure by Seller to perform under the terms of any other contract with Buyer.
11. Seller warrants that all goods covered by this order shall be suitable and fit for the use intended by the Buyer as indicated on the face hereof, or if it is not so indicated, as indicated by Buyer to Seller by means of any communication, written or oral. Without limiting the generality of the foregoing, Seller warrants and guarantees that all goods and ingredients and components thereof intended for use in the manufacture or conversion of paper, or as a component of a package or packaging material, are free of all Unsafe Food Additives as defined in the Federal Drug and Cosmetic Acts and all Acts amendatory thereto, under any and all circumstances of use, and if any sanction is limited to prescribed tolerances, Seller shall immediately notify Buyer by registered mail, setting forth the applicable limitations and the citation of the Federal Register where such sanctions and limitations are published.
12. Discount terms provided for in this order are based upon the assumption that invoices giving Buyer's correct purchase order number accompanied by the original bill of lading or express receipt will be in Buyer's hands within three days after date of shipment; otherwise Buyer will assume that the discount is to be calculated from the date the bill reaches Buyer, allowing three days for transmission.
13. No agreement or other understanding in any way modifying the terms and conditions of this order will be binding unless made in writing and signed by an authorized employee of Buyer.
14. All orders are booked subject to the approval of the authorities in the country of manufacture and/or shipment. It is explicitly understood and agreed that Buyer has the option to cancel the quantities ordered in full or partially if the government in the country of production and/or sale should impose any new tax of any kind whatsoever appertaining to the production, export and/or import, if Seller refuses to compensate the Buyer for such taxes.
15. Except to the extent this order is exempted therefrom, the Equal Employment Opportunity Clause required by Section 202 of Executive Order 11246 as amended, and Executive Orders 11375, 11141, 11701, and 11758 are incorporated herein by this specific reference. The Seller agrees that performance of work under this purchase order will conform to provisions of such Executive Orders as are applicable.
16. Seller warrants that any and all goods furnished hereunder, and the installation by Seller and the operation thereof, will comply with any and all currently prevailing and applicable Federal, State, and Local electrical, environmental, health and safety regulations and standards, including, but not limited to the Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder.
17. All warranties provided for herein shall be in addition to, and not in lieu of, any warranties of Seller arising under applicable law.
18. Seller hereby assigns to Buyer all of its rights under warranties made to Seller by any of its suppliers in connection with any goods or ingredients or components thereof specifically acquired by Seller for use in furnishing the goods covered by this order.
19. The terms of Section 2-615 of the Uniform Commercial Code notwithstanding, the occurrence or existence of the following events and circumstances shall not excuse Seller from the performance of any of its obligations hereunder (i) any adverse change in the cost or availability of raw materials, supplies or semi-processed goods from the date of this order to the delivery date under this order; (ii) fires, floods, explosions, accidents or breakdowns; (iii) riots, strikes, slowdowns or other concerted acts of workmen, whether direct or indirect; and (iv) any other cause similar to any of the foregoing.
20. If Seller breaches any of the terms of this order, Buyer shall have, in addition to other rights specified in this order or in any other agreement between Seller and Buyer the terms of which are applicable to this order, all of the rights provided for under the Massachusetts Uniform Commercial Code or other applicable law. All of Buyer's rights shall be cumulative, and none exclusive, to the extent permitted by law. Buyer may, by written notice to seller, offset damages sustained by Buyer as a result of Seller's breach of any term of this order against the contract price for any goods delivered under this order and any other amount owed by Buyer to Seller under this order or any other agreement.
21. This agreement constitutes the entire agreement between the parties relating to this transaction, and any course of prior dealings, promise or conditions in connection therewith or usage of trade not incorporated herein shall not be binding upon either party. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by a specifically authorized representative of the Buyer in accordance with the terms hereof.
22. This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts made and performed in the Commonwealth of Massachusetts. Any provision or provisions found to be invalid shall be deemed inoperative without invalidating or otherwise affecting any other provisions of this Agreement. Any action brought by either party hereto shall be brought in the state or federal courts located in the Commonwealth of Massachusetts, which courts shall have exclusive jurisdiction for all matters arising in connection with this Agreement.
23. All notices required to be sent hereunder shall be sent (i) if the Buyer, to One Patriot Place, Foxboro, MA 02035-1388, and (ii) if to Seller, to the address and individual or department set forth on the face of this order.