

**1. ORDER ACKNOWLEDGMENT** – Buyer has previously offered and continues to offer to purchase from Seller the Goods referenced in Seller’s Sales Order (the “**SO**”), and to pay Seller the Price for such Goods, at the times and in accordance with the terms of the SO, including the terms and conditions appearing herein, which have been incorporated by reference into the SO (“**Terms**”). Seller’s acceptance of Buyer’s offer agreement shall be evidenced by the delivery of the SO and is expressly made conditional on Buyer’s assent to the SO and the Terms (the Terms together with the SO, the “**Agreement**”). Buyer’s express and affirmative assent to the Agreement shall be conclusively presumed from Buyer’s performance, in whole or in part, under the Agreement. Buyer agrees that the terms and conditions set forth in the Agreement are the only terms and conditions that govern the sale of the Goods by Seller to Buyer; the Agreement supersedes and prevails over any conflicting terms or conditions contained in or incorporated by reference into Buyer’s purchase order or offer to purchase the Goods (the “**PO**”); and fulfillment of the PO does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend the Agreement. The Goods described in the SO are not carried in inventory by Seller and must be specifically manufactured. The quantities and sizes of the Goods set forth in the SO have been entered with the mill that will manufacture such Goods (“**Supplier**”) for acceptance by Supplier. Unless Seller is notified in writing of any correction desired on or before the earliest to occur of (the “**Acceptance Date**”) (a) 10 days from the date of receipt by Buyer of the SO, (b) the commencement of manufacture of the Goods, or (c) shipment, in whole or in part, of the Goods (or rendering, in total or in part, of services associated therewith), quantities and sizes of the Goods set forth in the SO are considered final. An overrun or underrun of up to 10% of the specified quantity of Goods will constitute fulfillment of any PO accepted by Seller, unless otherwise agreed in writing. Buyer agrees to take and pay for all conforming Goods in accordance with the terms of the Agreement. From and after the Acceptance Date, Buyer shall not cancel the PO nor change specifications without Seller’s prior written consent. The “**Goods**” shall mean any goods (including any part or parts thereof) specified in the SO to be purchased by Buyer from Seller and shall include any services related thereto.

**2. DELIVERY, RISK, TITLE, AND DELAY** – The Goods shall be delivered to Buyer’s facility referenced in Seller’s SO. Title and risk of loss or damage to the Goods shall pass from Seller to Buyer in accordance with the applicable Incoterm specified in the SO and

per the version of such Incoterms in effect on such date. Shipping and delivery charges shall be made in accordance with the Incoterm specified in the SO and per the version of such Incoterms in effect on such date. Seller is authorized to select and engage carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others, as required, to transport, store, deal with, and deliver the Goods, all of whom shall be considered as the agents of the Buyer, and the Goods may be entrusted to such agents subject to all conditions as to limitations of liability for loss, damage, expenses or delay and to all rules, regulations, requirements, and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others. Seller shall under no circumstances be liable for any loss, damage, expense or delay to the Goods for any reason whatsoever when said Goods are in custody, possession or control of third parties selected by Seller to forward, enter and clear, transport or render other services with respect to such Goods. It shall be Buyer’s responsibility to pursue claims against the carrier when Goods have been damaged or lost in transit.

**3. PRICES, PAYMENT TERMS, TAXES** – Prices for all Goods are as noted on the SO (the “**Price**”) and may not be increased or decreased without the prior written consent of Seller and Buyer. If no Price is set forth on the SO or otherwise mutually agreed in writing, the Price shall be the price most recently quoted to unaffiliated third parties by Seller for Goods of the same type and quantity for delivery to the same general location as the Buyer’s facility. Unless otherwise specified in the SO, Buyer will pay all invoices from Seller (“**Invoice**”) within 30 days after issuance of Seller’s invoice. Seller may withhold or offset from any amounts due to Buyer, any amounts claimed to be owed by Buyer to Seller for any reason whatsoever. Discount terms provided for early payment of invoiced amounts shall be calculated from the date on which the invoice is issued, not the date on which the invoice is received by Buyer. Any existing or future tax imposed in respect of this Agreement or the manufacture, sale, delivery, transportation, or storage of the Goods (other than usual income taxes imposed upon Seller), shall be paid by Buyer, or Buyer shall reimburse Seller promptly upon demand therefore if paid or required to be paid by Seller.

**4. SELLER’S WARRANTIES** – Seller warrants that the Goods shall conform to the specifications expressly set forth in Seller’s SO and shall be substantially equivalent in quality to comparable

goods produced by Supplier during the preceding 90 day period and sold by Seller to Buyer and/or third parties, subject, in each case, to color and other variations within industry standards for the applicable Goods. Seller makes no other representations or warranties and hereby expressly disclaims all other warranties whether express, implied or statutory, including any warranty of satisfactory quality or fitness for any or a particular purpose.

**5. PRESENTING CLAIMS/LIABILITY OF SELLER** – All warranty claims and claims for shortages or apparent defects in quality, shall be deemed waived unless presented in writing to Seller within 15 days after Buyer's receipt of the Goods. In no event will any claim entitle Buyer to relief if such claim is made after the Goods have been used, processed or transferred by Buyer. Defective Goods shall be held at Buyer's expense for Seller's inspection. Seller shall have the right to remedy defects to the Goods by repair, replacement, or refund of the Price paid for defective Goods, which are the subject of proper notice in accordance with the Terms, and the remedy chosen by Seller shall be the sole and exclusive remedy to Buyer for such defective Goods. Under no circumstances shall Buyer cancel or have the right to cancel this Agreement as a result of delivery of defective goods. If this order is for paper products sold in rolls, it is understood and agreed that the outer 10 plies of each roll constitute the packaging of the product and are not subject to damage claims.

**6. BUYER'S FINANCIAL CONDITION** – Buyer represents that it is solvent as of the date hereof, that it is currently able to pay its debts as they come due, and that it has sufficient assets and liquidity to perform its obligations under the Agreement as such obligations become due. If at any time Buyer's financial capability shall become impaired or unsatisfactory to Seller in Seller's sole discretion, Seller shall have the right to demand that Buyer provide to Seller collateral security to secure the performance of Buyer's obligations under the Agreement or that Buyer pay the Price in full in cash in advance. If Buyer shall fail to comply with this demand, Seller shall have the right to decline and refuse to proceed any further with the performance of Seller's obligations under the Agreement, including, without limitation, any obligation to make further shipments or deliveries. Nothing contained herein shall affect or limit Buyer's obligation to accept and pay for the merchandise herein contracted for or otherwise limit the remedies available to Seller under the Agreement.

**7. INDEMNIFICATION** – Buyer shall indemnify, defend, and hold Seller, its successors, assigns and

agents, its affiliated, associated, parent and subsidiary companies and its and their officers, directors, agents and employees harmless from and against all liability, cost and expense for claims and actions of any kind by any third party for injury, alleged injury, death, property damage or alleged property damage arising out of or in any way connected with the use, possession, or transfer of the Goods sold and delivered hereunder.

**8. BUYER DEFAULT** – Buyer shall be in default upon the occurrence of any one or more of the following events: (a) failure by Buyer to make any payments on the due date therefor in accordance with the provisions of the Agreement and such failure shall continue for 5 days after notice from Seller; (b) failure by Buyer to observe and perform fully any other material term, covenant or agreement contained in the Agreement and such failure continues for a period of 30 days after Buyer is given written notice specifying the nature of such failure and requesting that it be remedied; (c) Buyer makes an assignment or arrangement for the benefit of creditors, files a petition for winding up or in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any court or tribunal for any receiver or trustee for it or a substantial part of its property, commences any proceeding relating to it under any reorganization, arrangement, readjustment of debt, dissolution or liquidating law or statute of any jurisdiction, or if there is commenced against it any such insolvency or bankruptcy proceeding that remains undismissed for a period of 60 days, or if by any act indicates its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver of or any trustee for it or a substantial part of its property or suffers any such receivership or trusteeship to continue undischarged for a period of 60 days; (d) any representation made by or on behalf of Buyer in the Agreement or in any certificate, application or other document delivered by or on behalf of Buyer to Seller is inaccurate, false or misleading; or (e) breach by Buyer or any affiliate of Buyer of any material term or condition of any other agreement it may have with Seller at any time during the term of this Agreement, which breach continues beyond any applicable grace period. Upon the occurrence of a default, Seller shall have the right to (i) initiate collection measures, at Buyer's sole expense, (ii) terminate the Agreement upon providing written notice to Buyer and/or (iii) pursue any other remedy available under Applicable Law or permitted in accordance with the Agreement. Seller shall be entitled to a declaration compelling specific performance with respect to, and shall be entitled, without the necessity of filing any bond,

to the restraint by injunction or temporary restraining order of any actual or threatened breach of any material obligation of Buyer under the Agreement to the extent permitted by a court of competent jurisdiction. Except if an exclusive or sole remedy is expressly set forth in these Terms or elsewhere in the Agreement with respect to a particular situation, the rights of Seller under the Agreement are cumulative and no exercise or enforcement by Seller of any remedy under the Agreement shall preclude the exercise or enforcement by Seller of any other right or remedy under the Agreement or to which Seller is entitled by law or in equity.

**9. FORCE MAJEURE** – If Seller is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure event, Seller shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected, for a maximum period of 180 consecutive days from the commencement of the Force Majeure event, provided that: (a) within 5 business days after the occurrence of the inability to perform due to a Force Majeure event, Seller provides written notice to Buyer of the particulars of the occurrence including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and thereafter during the period of Force Majeure, Seller furnishes timely reports with respect thereto, except that if Buyer has actual notice of Force Majeure the failure of Seller to give written notice thereof shall not be a breach of the Agreement; (b) Seller shall use commercially reasonable efforts to continue to perform its obligations hereunder and to remedy its inability to so perform; (c) Seller shall provide Buyer with prompt notice of the cessation of the event of Force Majeure giving rise to the excuse from performance; and (d) no obligations of Seller that arose prior to the occurrence of the event of Force Majeure, and no payment obligations whenever arising, shall be excused as a result of such occurrence. The term “Force Majeure” shall mean an act of God or of the public enemy, public emergency, fires, storms, floods, wars, riots or civil disorder, pandemic or epidemic, acts of civil or military authorities, embargo, strike, lockout or other labor dispute, restriction imposed by Applicable Law, mechanical breakdown, the unavailability of utilities, including electricity, unforeseen causes interfering with source of supplies, production, transportation or delivery, or any other similar or dissimilar cause beyond the applicable Person’s reasonable control.

**10. COSTS, LAWYERS’ FEES** – Buyer agrees to pay promptly on demand all reasonable costs and expenses of collection of amounts due under the

Agreement, and all reasonable costs and expenses incurred in connection with any advice sought or action taken to interpret or enforce any of the covenants, conditions, agreements or provisions of, the Agreement, including Seller’s reasonable lawyers’ fees and disbursements, the fees and costs of expert witnesses, and legal and court costs, including any incurred for interim relief, on appeal or in connection with bankruptcy or insolvency, whether or not any lawsuit or proceeding is ever filed with respect hereto.

**11. GOVERNMENTAL REQUIREMENTS** – All orders for Goods are booked subject to the approval of all Governmental Authorities. Seller shall have the right to cancel the Goods ordered in full or partially if any Governmental Authority should impose any new tax of any kind whatsoever relating to the production, export, and/or import of the Goods, unless Buyer agrees in writing to compensate Seller for such taxes. Each of Buyer and Seller shall, and shall cause its officers, directors, employees, agents and contractors to, comply fully with all Applicable Laws in connection with the exercise of its rights and fulfillment of its obligations under the Agreement. Seller shall not be responsible for actions taken or fines or penalties assessed by any Governmental Authority against the Goods as a result of or in connection with any failure by Buyer to comply with Applicable Law or the requirements of regulations of any Governmental Authority or with a notification issued to the Buyer by any Governmental Authority. No provision of the Agreement shall require either Buyer or Seller to take any action inconsistent with or which would violate any Applicable Law. “**Applicable Law(s)**” shall mean any law (including common law), statute, act, decree, ordinance, rule, directive (to the extent having the force of law), order, treaty, code or regulation or any interpretation of any of the foregoing, as enacted, issued or promulgated by any Governmental Authority and as amended, supplemented or otherwise modified and in effect from time to time, including any replacement thereof. “**Governmental Authority**” shall mean the government of the country in which the Goods are manufactured and/or sold, the government of the United States, any state or political subdivision thereof, and any other governmental authority, instrumentality, agency, or commission, domestic or foreign, including without limitation any court, tribunal, administrative agency or board thereof.

**12. RELATIONSHIP OF THE PARTIES; THIRD-PARTY BENEFICIARIES** – Each of Buyer and Seller (individually, a “**Party**” and collectively, the “**Parties**”) is, and shall at all times be deemed to be, an independent contracting party, and nothing contained herein or done pursuant hereto shall be

construed to create any relationship of principal and agent or employer and employee among any of them or to make any of them partners or joint venturers. All indemnified parties that are not parties to the Agreement shall be third-party beneficiaries of the Agreement.

**13. ASSIGNMENT; BINDING EFFECT** – Buyer shall have no right to transfer, assign, participate out or encumber its rights under the Agreement to any other party, directly or indirectly, without the prior written consent of Seller. Any change of control of Buyer shall be deemed to be an assignment of the Agreement. The Agreement is for the benefit of, and may be enforced only by, Buyer, Seller and the indemnified parties, and is not for the benefit of, and may not be enforced by, any other entity or person.

**14. HEADINGS; INTERPRETATION** – Headings are supplied for convenience only and are not to be construed as an interpretation of any of the language of the Agreement. The parties agree that the Agreement shall not be construed against the drafter.

**15. GOVERNING LAW; DISPUTE RESOLUTION** – The Agreement and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of England without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Agreement, these Terms or any purchase or sale made hereunder. Any dispute, claim or controversy arising out of or relating to the Agreement, including whether the claims asserted are arbitrable, shall be referred to and finally determined by arbitration under the LCIA Arbitration Rules of the London Court of International Arbitration, which, except as expressly provided herein, shall have exclusive jurisdiction for any dispute, claim or controversy arising out of or relating to the Agreement or the transactions contemplated hereby. The tribunal shall consist of one arbitrator, unless the claim amount exceeds \$1,000,000, in which case the tribunal shall consist of three arbitrators. The place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The arbitrator shall not have the jurisdiction to award multiple or punitive damages and/or lawyers' fees (unless an express provision of these Terms permits otherwise). The arbitrator shall not have the jurisdiction to consolidate the arbitration proceeding with any other arbitration or to join any parties in the arbitration who are not parties to the Agreement. Except as otherwise specifically limited in the Agreement, the arbitral tribunal shall have the

power to grant any remedy or relief that it deems appropriate, whether provisional or final, including but not limited to conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal shall, to the extent permitted by Applicable Law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such. Each of Buyer and Seller retains the right to apply to a court of competent jurisdiction (as set forth in Section 17) for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. Each of Buyer and Seller specifically waives the right to participate in a representative capacity or as a member of any class of claimants pertaining to any dispute, claim, or controversy arising out of or relating to the Agreement or the transactions contemplated hereby. The Parties understand that the arbitrator's decision will be final and binding, and that certain rights that a party may have in a court proceeding may not be available in arbitration.

**16. NOTICE** – All notices and other communications hereunder shall be in writing, in English and shall be deemed to have been given (a) when personally delivered; (b) four (4) business days after mailing to the respective address set forth in the SO, postage prepaid, by certified mail; (c) when delivered (and receipted for) by a courier service to the respective address set forth in the SO; or (d) when delivered by email to the respective address set forth in the SO, provided that the recipient, by a notice delivered to sender in accordance with this section (with the understanding that an automatic "read receipt" does not constitute acknowledgement of an email for purposes of this Section), acknowledges having received such email. Each Party may change the address(es) for the giving of notices and communications to it, and/or copies thereof, by written notice to the other party in conformity with the foregoing.

**17. CONSENT TO JURISDICTION; SERVICE OF PROCESS** – The parties hereby agree to submit to the exclusive jurisdiction of the English courts for the purposes of all legal proceedings arising out of or relating to the agreement and/or the transactions contemplated hereby. Each party hereby irrevocably waives any objection it may now or hereafter have to the laying of venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party hereby agrees that service of proceedings may be made by registered mail to it

in the manner set forth in the agreement. Nothing herein is intended to derogate from the obligation of the parties to submit disputes to arbitration in accordance with the provisions of section 15.

**18. WAIVER OF JURY TRIAL** – Each of the parties hereby waives any right it may have to a jury trial in any suit, action or proceeding existing under or relating to the agreement.

**19. ENTIRE UNDERSTANDING** – The Agreement contains the entire understanding of the Parties relating to the subject matter contained therein and herein, and supersedes all prior agreements, arrangements or understandings, whether written or oral, with respect to the subject matter contained therein and herein. Any course of prior dealings, promise or condition in connection therewith or usage of trade not incorporated herein shall not be binding upon either Party

**20. WAIVERS; AMENDMENTS** – No failure or delay by Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof. A waiver of any provision of the Agreement shall be effective only if in writing and signed by the Party to be charged. A waiver of any term or condition of the Agreement in any one or more instances shall not be construed to be a general waiver or a waiver of any other term or condition or a waiver of any subsequent breach. The Agreement may only be amended by a writing signed by all Parties. Except as explicitly stated herein, any consent or approval required to be given by a Party hereunder shall not be unreasonably withheld or delayed by such Party.

**21. COUNTERPARTS; ELECTRONIC SIGNATURES** – The Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The Parties agree that the Agreement may be signed electronically (for example, by use of SignNow, DocuSign, or Adobe Sign). Any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of the Agreement. The exchange of copies of the Agreement and of signature pages by facsimile or email shall constitute effective execution and delivery of the Agreement and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile and/or by email shall be deemed to be original signatures for all purposes.

**22. SEVERABILITY** – If any provision of the Agreement is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and

enforceable in such jurisdiction and shall be construed in order to carry out the intentions of the Parties as nearly as possible. The invalidity or unenforceability of any provision hereof in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

**23. LIMITATION OF LIABILITY; CUMULATIVE RIGHTS** – Under no circumstances shall Seller be liable to Buyer for any lost profits, loss of business opportunity, or any indirect, consequential, punitive or special damages suffered by Buyer from any cause whatever, including, without limitation, from any defect, shortage, or delay, or any breach of warranty. In no event shall Seller be liable for the cost of any labor or machine time expended on any Goods; nor shall Seller's liability under any circumstance (whether in contract, warranty, tort (including negligence), product liability or other theory) exceed twenty-five percent (25%) of the Price. Except in instances of fraud or willful misconduct, no officer, director, member, owner, agent, or employee of Seller shall be personally liable on account of any claim Buyer may have under or in connection with the matters contemplated by the Agreement. Except (i) as expressly set forth in the Agreement or (ii) with regards to the implied duties of good faith and fair dealing, no Party or affiliate of such Party, nor any officer, director, member, owner, agent, or employee of such Party or affiliate shall owe any duty under any legal theory, whether in contract, tort, negligence or otherwise, to the other Party or affiliate of the other Party, or any member, owner, agent, or employee of the other Party or its affiliates.

**24. DEFAULT INTEREST** – Any fees or any other monetary obligations of Buyer under the Agreement, including but not limited to lawyer's fees, not paid by the date specified in the Agreement shall bear interest accruing from such date at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law.

**25. SURVIVAL** – The provisions of Sections 7 (Indemnification), 8 (Buyer's Default), 12 (Relationship of the Parties; Third-Party Beneficiaries); 15 (Governing Law and Dispute Resolution); 16 (Notice); 17 (Consent to Jurisdiction; Service of Process); 18 (Waiver of Jury Trial); 21 (Counterparts; Electronic Signature); 22 (Severability); 23 (Limitation of Liability; Cumulative Rights); 26 (Public Announcements); and 27 (Use of Trademarks, Service Marks, Etc.) hereof shall survive the termination and/or expiration of the Agreement.

**26. PUBLIC ANNOUNCEMENTS** – Without the

written consent of Seller, Buyer shall not make any public disclosure of the Agreement and/or the subject matter hereof (including the fact that Seller is providing or has provided services or products to Buyer) via any medium whatsoever, including without limitation: (i) press release, (ii) website, (iii) marketing and promotional materials, including business cards, brochures and presentation materials, and (iv) Twitter, Facebook, Instagram and all other social media platforms. The foregoing restriction shall not apply to any disclosure that Buyer is required, in the opinion of Buyer's counsel, to make by Applicable Law.

**27. USE OF TRADEMARKS, SERVICES MARKS, ETC. –** Except to the extent expressly authorized by the Agreement, Buyer is not authorized to use the name of, or any trademarks, trade names or logos owned by, Seller or any of its affiliates in any way, including without limitation, in any marketing presentations or written marketing materials without the prior written approval of the owner of such trademark, service mark, logo or the like.