

SALES ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE AND MODIFICATION.** This price quotation, sales order or order acknowledgment ("Order") constitutes an offer or, alternatively for a sales order acknowledgment, constitutes acceptance of an offer, which in either case is made only upon the provisions expressed herein and may not be modified, amended or waived except in writing by Seller's duly authorized representative. The terms of this Order shall prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms or conditions and does not serve to modify or amend any of the terms set forth in this Order. Seller hereby objects to and does not accept any additional or different terms or conditions, whether or not material, contained in Buyer's purchase order or in any acknowledgment or confirmation of this Order. Buyer may accept the terms hereof by acknowledging or confirming this Order, accepting delivery of goods, commencing performance or otherwise manifesting assent to be bound.
2. **ORDERS.** Seller shall use its best efforts to manufacture and ship goods as ordered by Buyer, but as long as Seller acts in good faith and with due diligence, Seller shall not be responsible or liable for any production or shipping delays.
3. **PRICES AND PRICE CHANGES.** Buyer shall pay the announced price in effect at time of shipment. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, tariffs, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, tariffs, duties and charges; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. If the price(s) should be increased by Seller before delivery of the goods to a carrier for shipment to Buyer, then these terms shall be construed as if the increased price(s) were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased price(s).
4. **PAYMENT AND INTEREST.**
 - (a) Payment terms may be changed at any time with or without prior notice and are those in effect at time of shipment. Any invoice not paid when due shall be subject to a late charge of two percent (2%) per month or the highest rate permissible under applicable Law, calculated daily and compounded monthly. Any credit extended to Buyer hereunder shall be subject to Seller's normal credit standards and approval procedure in effect from time to time, an up on request Buyer shall provide Seller with sufficient information for Seller to evaluate Buyer's financial condition.
 - (b) Unless otherwise mutually agreed to by Buyer and Seller, Buyer shall pay all invoiced amounts due to Seller within fifteen (15) days from the date of Seller's invoice. Buyer shall make all payments hereunder by ACH wire transfer or check and in U.S. dollars.
 - (c) Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these terms or at Law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due hereunder.
 - (d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
5. **DELIVERY.**
 - (a) The goods will be delivered within a reasonable time after receipt of Buyer's purchase order, subject to availability of finished goods or on the date the Buyer has requested such goods be made available as specified by the Buyer at the time of order placement and acknowledged by the Seller (the "Requested Date"), whichever is later. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed to in writing by the parties, delivery will be made by Seller at the producing mill (the "Delivery Point") using Seller's standard methods for packaging and shipping the goods. Buyer shall take delivery of the goods within ten (10) days of the Requested Date or ten (10) days of Seller's written notice that the goods have been delivered to the Delivery Point, if later than the Requested Date. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Notwithstanding the foregoing, Seller reserves the right to route all shipments. If shipped otherwise at Buyer's request, Buyer shall pay the difference in the rate of transportation. Buyer assumes risk of damage or loss of goods and risk of delay in shipment upon Seller's delivery of goods to the carrier. Claims for loss or damage in transit must be filed in Buyer's name. Shipment and tender of goods may be made in a single delivery or in lots, at Seller's option.
 - (b) If for any reason Buyer fails to accept delivery of any of the applicable goods on the date fixed pursuant to Seller's notice that the goods have been delivered at the Delivery Point, or if Seller is unable to deliver the goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to such goods shall pass to Buyer; (ii) the goods shall be deemed to have been delivered to Buyer; and (iii) Seller, at its option, may store the goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). A daily holding fee equal to one percent (1%) of the net order cost will be charged for each day that the order remains uncollected beyond the ten (10)-day period. The holding fee will accrue daily until the order is picked up and will be added to the Buyer's invoice.
6. **NON-DELIVERY.** The quantity of any installment of goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.
7. **TITLE AND RISK OF LOSS.** Title and risk of loss passes to Buyer upon delivery of the goods at the Delivery Point, irrespective of whether a freight allowance is provided or freight is prepaid. As collateral security for the payment of the purchase price of the goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Georgia Uniform Commercial Code.
8. **OVERRUNS/UNDER RUNS.** Unless otherwise accepted by Seller in writing, Orders for goods are subject to industries standard practices for overruns and under runs according to the type and quantity each item ordered.
9. **LIMITED WARRANTY.**
 - (a) Because of the great number and variety of applications for which Seller's goods are purchased, Seller does not recommend, nor warrant fitness for, any specific applications, nor assume any responsibility for use, results obtained or suitability for specific applications, including any applications subject to any national, federal, state, or local legal, statutory and regulatory laws, rules, provisions, ordinances or requirements of any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, judicial body or other instrumentality of any government, whether federal, state or local, domestic or foreign, including, but not limited to, U.S. Food and Drug Administration, U.S. Environmental Protection Agency and U.S. Consumer Product Safety Commission (together, "Law"). Buyer acknowledges that it is responsible for determining the appropriateness of Seller's goods for Buyer's specific application before ordering and to test and evaluate thoroughly all goods before use, including for compliance with Law. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
 - (b) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the goods. Third Party Products are not covered by any warranty contained herein. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF**

MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

- (c) Seller shall not be liable for a breach of any warranty set forth herein unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such goods and Buyer (if requested to do so by Seller) returns such goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the goods are defective.
 - (d) The Seller shall not be liable for a breach of any warranty set forth herein if: (i) Buyer makes any further use of such goods after giving the notice described in Section (c); (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods; or (iii) Buyer alters or repairs such goods without the prior written consent of Seller.
 - (e) Subject to Section 9(c) and Section 9(d) above, with respect to any such goods, Seller shall, in its sole discretion, either: (i) repair or replace such goods (or the defective part) or (ii) credit or refund the price of such goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such goods to Seller.
 - (f) **THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.**
10. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.**
- (a) Buyer shall inspect the goods within thirty (30) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than product identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
 - (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming goods, or (ii) credit or refund the amount paid by Seller for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to a location at Seller's direction. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced goods to the Delivery Point.
 - (c) Buyer acknowledges and agrees that the remedies set forth in Section 10(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 10(b), all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods purchased under this Agreement to Seller.
11. **GOVERNING LAW.** The rights and obligations of the parties contained herein shall be governed by the laws of the state of Georgia, excluding any choice of law rules which may direct the application of the law of another jurisdiction.
12. **INDEMNITY.** If any claim is made that Seller is violating any Law or is infringing any patent, trademark or copyright or is contributing to any act of unfair completion by reason of Seller's manufacture or sale to Buyer of goods specified by Buyer, Seller, at its option, may suspend shipment or cancel the Order. Buyer, at its own expense, shall indemnify and hold harmless Seller from any claim, charge, liability, or damage for violating any Law, infringing any patent, trademark or copyright or contributing to any act of unfair competition by reason of Seller's manufacture of sale to Buyer of goods specified by Buyer.
13. **LIMITATION OF LIABILITY.**
- (a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
 - (b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**
 - (c) The limitation of liability set forth in Section 13(b) shall not apply to (i) liability directly resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury direction resulting from Seller's grossly negligent or willful acts or omissions.
14. **FORCE MAJEURE.** Seller shall not be responsible or liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Order attributable to any cause or contingency beyond its reasonable control, including without limitation: act of God; act or omission of civil or military authority; fire; explosion; flood; tempest; pandemic; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; political strife; delay in transportation; scarcity or inability to obtain raw materials or energy at reasonable prices, including as a result of tariffs or telecommunication breakdown or power outage; compliance with any regulation or directive of any national, state or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
15. **COMPLIANCE WITH LAW.** Buyer shall comply with all applicable Law. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import Law of all countries involved in the sale of the goods under this Agreement or any resale of the goods by Buyer. Buyer shall not use the goods for any purpose not in compliance with applicable Law. Buyer assumes all responsibility for shipments of goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on goods.
16. **ENTIRE AGREEMENT.** The terms and conditions contained herein (and contained on Seller's quotation, specifications, order acknowledgment, invoice and other forms) constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior agreements or understanding between the parties, both written and oral. Any and all previous agreements inconsistent with the terms of this Order are hereby cancelled to the extent of such inconsistency. These terms and conditions may be modified only in writing and signed by both parties. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
17. **ASSIGNMENT.** Buyer shall not assign any of its rights or delegate any of its obligations under this Order without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Order.
18. **RECALLS.** Buyer shall promptly notify Seller of, and consult with Seller on appropriate handling with respect to: (i) any public announcements regarding the health, safety risk, or noncompliance with Law, of any goods, or Buyer finished products containing or made from the goods, (ii) recalls, market withdrawals, or seizures of such goods or finished products, or any stock recoveries of such goods or finished products arising from reasons related to health, safety, or noncompliance with Law of such goods or finished products, and (iii) any other actions in connection with the health, safety, or noncompliance with Law of such goods or finished products.
19. **SEPARATE SHIPMENT.** Each shipment of goods shall constitute a separate and distinct sale, and any default by Buyer in ordering, accepting or paying for any shipment shall not affect Seller's right to insist upon full performance of Buyer's obligations here under and to stop shipment until any and all such defaults are made good. Seller may, and its option, treat such default as a final refusal of Buyer to accept further shipments.