

**GP HARMON RECYCLING LLC**  
**TERMS AND CONDITIONS FOR SALES OF RECYCLABLE MATERIAL**

**1. Terms of Sale:** These Terms and Conditions for Sales of Recyclable Material (these “**Terms**”) shall apply to all sales of recyclable material (“**Material**”) sold by GP Harmon Recycling LLC (“**GP Harmon**”) to buyer (“**Buyer**”). All purchases of Material are expressly limited to and conditioned upon Buyer’s acceptance of these Terms, regardless of the media or means used to place an order for the purchase of Material, including but not limited to, phone orders, written purchase orders, electronic orders, acknowledgements, confirmations, or other writings between the parties. Unless expressly agreed to in a writing signed by a General Manager, Vice President or the President of GP Harmon (each, an “**Authorized Representative**”), any additional or conflicting terms and conditions or other prior or later communications between the parties, shall have no effect on the purchase of any such Material by Buyer from GP Harmon and are expressly rejected by GP Harmon. *Buyer’s commencement of performance, which shall include, but not be limited to, ordering, purchasing or taking delivery of Material, shall in all cases constitute Buyer’s unqualified and unconditional acceptance of these Terms.*

**2. Sales Orders:** An order for the purchase of Material shall become binding on the parties upon GP Harmon’s issuance of a sales order subject to these Terms (a “**Sales Order**”) executed by an Authorized Representative. All terms and conditions set forth in a Sales Order for a transaction(s) where ocean carrier containers will be used to transport the Material shall be binding between the parties upon GP Harmon’s issuance of such Sales Order. All terms and conditions set forth in a Sales Order for a transaction(s) where ocean carrier containers will not be used to transport the Material shall be binding between the parties only with regard to the amount of Material delivered pursuant to such Sales Order where title has transferred from GP Harmon to Buyer.

**3. Amendment; Cancellation:** These Terms and Sales Orders issued pursuant hereto may not be altered, modified, superseded or amended and no additional or different terms shall become a part of this Terms or such Sales Order, except pursuant to a writing (i) specifically referencing these Terms or a specific Sales Order, (ii) specifically identifying the provision to be amended; and (iii) signed by Buyer and an Authorized Representative. In the event of any conflict between the provisions set forth in these Terms and a provision set forth in a Sales Order, the provision set forth in these Terms shall be the controlling provision. Notwithstanding any other provision of these Terms, GP Harmon may cancel or suspend any undelivered portion of a Sales Order immediately upon providing notice to Buyer.

**4. Delivery; Title and Risk of Loss:** Unless otherwise stated in a writing signed by an Authorized Representative and Buyer, all Material shall be delivered as per the stated shipping terms listed on the applicable Sales Order. Title and risk of loss to the Material shall pass to Buyer upon delivery in accordance with the delivery terms set forth on the applicable Sales Order. GP Harmon shall not be liable to Buyer for any losses, damages, charges or other costs resulting from a delay in the delivery of the Material. GP Harmon reserves the right to make partial shipments. Buyer shall unload and return all transportation equipment promptly and in compliance with all instructions, if any, that GP Harmon, its carrier or its agents may give for return of such equipment. If and to the extent that Material sold hereunder is to be delivered at any GP Harmon affiliated facility, such facility shall have the right to require the execution of an access agreement prior to granting Buyer, its carrier, or its contractors or agents, access to such facility. Buyer agrees that it, and its carriers, contractors and agents, will comply with the facility’s safety rules and regulations and all terms set forth in such access agreement. GP Harmon and its affiliates may (i) reject transports, containers or other storage equipment presented for loading, unloading, transfer or handling which GP Harmon determines, in its sole discretion, to be unsafe and (ii) refuse to load, unload, transfer or handle any Material under any conditions which GP Harmon determines, in its sole discretion, to be unsafe, including, but not limited to, conditions caused by drivers, personnel, equipment, procedures, or weather. If Buyer is the shipper of record for the Material, Buyer warrants that it shall comply with all applicable laws in transporting the Material, including loading, bracing and securing the Material in accordance with all applicable laws, any operating guidelines issued by transportation mode specific organizations (e.g., The Association of American Railroads), or any specified loading pattern, as well as marking the Material in accordance with GP Harmon’s instructions and in accordance with all applicable laws. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, IN NO EVENT WILL GP HARMON BE LIABLE TO BUYER FOR INJURIES, LOSSES, COSTS, EXPENSES OR ANY OTHER DAMAGES OF ANY KIND AND NATURE ARISING OUT OF OR RELATED TO A CARRIER’S TRANSPORTATION OF MATERIAL, INCLUDING BUT NOT LIMITED TO, THE BLOCKING AND BRACING OF MATERIAL FOR TRANSPORTATION.

**5. Limited Warranty:** GP Harmon warrants that at the time of delivery (i) Material shall conform to any specifications set forth on the applicable Sales Order; and (ii) GP Harmon will deliver good title to the Material, free of liens or encumbrances. EXCEPT AS SET FORTH IN THIS SECTION, GP HARMON SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF MATERIAL FOR A PARTICULAR PURPOSE, THE CONDITION OR QUALITY OF MATERIAL, AND/OR ANY TRADE USAGE OR DEALING. ANY DETERMINATION OF THE SUITABILITY OF MATERIAL FOR THE USE CONTEMPLATED BY BUYER IS BUYER’S SOLE RESPONSIBILITY.

**6. Inspection:** Buyer shall notify GP Harmon in writing if Material fails to conform to the specifications set forth on the applicable Sales Order no later than forty-eight (48) hours after the delivery thereof, and before the use, disposition, processing, or other change from the original condition of any part of Material. If Material is delivered in containerized shipment(s), Buyer agrees to comply with GP Harmon’s “Containerized Claim Process” located on the GP Harmon website at <http://gpharmon.com/products/termsconditions.html>. BUYER ACKNOWLEDGES AND AGREES THAT FAILURE TO NOTIFY GP HARMON IN WRITING OF NONCONFORMING MATERIAL WITHIN FORTY-EIGHT (48) HOURS OF DELIVERY, AND, IF APPLICABLE, FAILURE TO FOLLOW THE CONTAINERIZED CLAIM PROCESS SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE OF MATERIAL AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.

**7. Payment Terms; Credit; Taxes:** Unless otherwise agreed in a writing signed by Buyer and an Authorized Representative, Buyer shall pay all invoices in accordance with the payment terms set forth on the applicable Sales Order. Buyer shall pay interest at a rate of one and a half percent (1½ %) per month compounded monthly (19.6% per annum), or the maximum rate allowed by law, whichever is less, on the outstanding amount of any unpaid invoice beginning on the day after the payment due date. If the payment due date is a Saturday, Sunday or holiday where banks located in New York, New York are authorized or required to be closed, Buyer shall make such payment on the first business day after such due date. GP Harmon makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. If GP Harmon, in its sole discretion, provides Buyer with a line of credit to facilitate purchases of Material from GP Harmon, such credit line may be amended, decreased or terminated at any time at GP Harmon’s sole discretion. If GP Harmon determines, in its sole discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, GP Harmon may, in addition to its other rights and remedies, (i) suspend deliveries of Material, (ii) require prepayment by wire transfer of immediately available funds at least three (3) days prior to a scheduled shipment of Material, and/or (iii) require Performance Assurance prior to a scheduled Material shipment. Buyer hereby waives written notice of any such action. “**Performance Assurance**” means providing collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to GP Harmon in its sole discretion. GP Harmon reserves the right, at any time, to Set-off against any amount that GP Harmon or its affiliates owe to Buyer or its affiliates pursuant to any agreement(s) between any of such parties. “**Set-off**” means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar action exercised by GP Harmon. Buyer shall be responsible for all taxes, customs fees, duties, transportation costs and insurance costs arising out of or related to Buyer’s purchase of Material from GP Harmon.

**8. Compliance with Terms; Further Use:** GP HARMON SHALL NOT BE LIABLE FOR, AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GP HARMON, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (“**INDEMNITEES**”), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES) (“**LOSSES**”) ARISING OUT OF OR RESULTING FROM BUYER’S FAILURE TO COMPLY WITH THESE TERMS. BUYER SHALL FURTHER INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES, FROM AND AGAINST ALL LOSSES ARISING OUT OF OR RESULTING FROM THE HANDLING, USE, MANUFACTURE, PROCESSING, ALTERATION, DISTRIBUTION, SALE OR MARKETING OF MATERIAL, OR ANY OTHER ACTION OR INACTION WITH REGARD TO MATERIAL, IN EACH CASE AFTER THE DELIVERY THEREOF TO BUYER, INCLUDING WITHOUT LIMITATION, PRODUCT LIABILITY CLAIMS, INTELLECTUAL PROPERTY CLAIMS, AND ANY OTHER LIABILITY FOR INJURIES, DEATH, LOSSES OR DAMAGES; PROVIDED

HOWEVER, THAT BUYER SHALL NOT BE LIABLE TO GP HARMON FOR DAMAGES DIRECTLY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GP HARMON. Buyer's obligations under this Section shall survive the termination, cancellation or expiration of all applicable Sales Orders delivered pursuant to these Terms and/or the cessation of any business transactions between GP Harmon and Buyer.

**9. Default:** Upon the occurrence of any of the following events: (i) the failure by Buyer to provide payment when due, which failure remains uncured for a period of five (5) days; (ii) the failure of Buyer to perform any other required obligation, which failure is not excused or cured within ten (10) days after being provided written notice thereof; or (iii) the occurrence of a Bankruptcy Event, then GP Harmon, in its sole discretion and without prior notice to Buyer, may do any one or more of the following: (A) suspend its performance until such default is cured; (B) cancel any Sales Order or other sales agreement between Buyer and GP Harmon without any further obligations thereunder; provided, however, that upon such cancellation any and all unfulfilled obligations of Buyer will become immediately due and payable; and/or (C) Set-off against any amount that GP Harmon or its affiliates owes to Buyer or its affiliates pursuant to any agreement between any of such parties. If GP Harmon suspends performance and withholds Material delivery as permitted above in (A), GP Harmon may sell such Material to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including, without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Material. The foregoing rights, which shall include, but not be limited to, specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which GP Harmon may be entitled including at law or in equity. In addition, GP Harmon shall be entitled to recover from Buyer all court costs, attorneys' fees and expenses incurred by GP Harmon in connection with Buyer's default, and interest on past due amounts at the rate specified in Section 7 hereof. "**Bankruptcy Event**" means the occurrence of any of the following events with respect to Buyer or any Performance Assurance provider for Buyer: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

**10. Compliance with Law:** Buyer shall, and shall cause each of its affiliated entities, and all of their respective directors, officers, agents, employees and representatives, to act in compliance with all applicable "laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction pertaining to transactions between GP Harmon and Buyer (collectively, "**Law**") in the performance of all transactions between GP Harmon and Buyer. Buyer's breach of any applicable Law shall constitute cause for immediate termination of any transaction between GP Harmon and Buyer. If any license or consent of any governmental or other authority is required for the acquisition, carriage or use of Material by Buyer, Buyer will obtain the same at its sole expense and provide evidence of the same to GP Harmon upon request. Material will not be sold, supplied or delivered by Buyer directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the government of the United States of America or by the United Nations without first obtaining prior authorization from the competent government authorities as required by applicable Law. Within two (2) days of GP Harmon's request, Buyer will provide GP Harmon with appropriate documentation to verify the final destination of any Material delivered by GP Harmon to Buyer. Notwithstanding any other provision of these Terms, no party shall be required to take any action inconsistent with or penalized under applicable Law, including without limitation the anti-boycott laws administered by the U.S. Commerce and Treasury Departments. Buyer warrants that it shall comply with all applicable local, national or international customs, duties, taxes and anti-dumping Laws, rules, and regulations, and further warrants that, in its purchase of Material, Buyer shall not engage in import value manipulation, including false-invoicing, over-invoicing or under-invoicing. Buyer understands and agrees that it will comply with all applicable anti-bribery, anti-money laundering, anti-boycott and anti-corruption Laws, including the United States Foreign Corrupt Practices Act ("**FCPA**") and the UK Bribery Act 2010. In accordance with this understanding, Buyer represents that it, and each of its owners, directors, officers, employees,

and every other person acting on its behalf, has not and will not, in connection with any business transactions involving GP Harmon or its Material, directly or indirectly (i) offer, promise, authorize or make any payments of money or anything of value to any Government Official (defined below) or to any agent or intermediary for further payment to any Government Official (A) to influence the acts or decisions of such Government Official, (B) to induce the Government Official to do or omit to do any act in violation of a lawful duty, (C) to obtain any improper advantage, or (D) to induce the Government Official to use his or her influence in order to affect any government act or decision, in order to obtain, retain, or direct business to any person or entity; or (ii) otherwise offer, promise, authorize or pay any illegal bribe, kickback or other payment in violation of any applicable law; this prohibition includes "Facilitation Payments." For purposes of the Terms, a "**Government Official**" shall mean: any appointed, elected, or honorary official or any career or other employee of any non-U.S. national, regional or local government or of a public international organization; any non-U.S. political party or party official; or any candidate for non-U.S. political office, in any country. The term "government" includes any agency, department, embassy or other government entity or instrumentality; it also includes any company or other entity owned or controlled by the government, in whole or in part. A person does not cease to be a Government Official by purporting to act in a private capacity or by the fact that he or she serves without compensation. Buyer will keep complete and accurate books and records with respect to all transactions between Buyer and GP Harmon, including records of all payments to third parties, in accordance with generally accepted accounting principles. Buyer represents that, except as disclosed in writing by Buyer prior to commencement of transactions between Buyer and GP Harmon, none of Buyer's shareholders, directors, officers or employees is a Government Official (as defined above), member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of a Government Official, or a government entity, nor is Buyer aware of any Government Official or government entity having any financial interest in a transaction between Buyer and GP Harmon or in any way personally benefiting, directly or indirectly, from a transaction between Buyer and GP Harmon. Buyer agrees to promptly notify GP Harmon of any change in the foregoing representation. Buyer further agrees that it will immediately disclose to GP Harmon any relationship to any Government Official of a principal or employees engaged in activity with respect to GP Harmon. Buyer agrees that it will not retain a subcontractor, representative or agent in connection with a transaction between Buyer and GP Harmon without the prior written approval of GP Harmon. Buyer further agrees that it will immediately notify GP Harmon if Buyer or any representative, employee, director, officer, or agent of Buyer becomes subject to any investigation for corruption or any other illicit conduct.

**11. Limitation of Liability; Limited Remedies:** NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, IN NO EVENT WILL GP HARMON BE LIABLE TO BUYER FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON GP HARMON'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION. FOR THE SAKE OF CLARITY, THE PRECEDING SENTENCE INCLUDES THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN §2-715 OF THE DELAWARE UCC. Buyer's exclusive remedy vis-à-vis GP Harmon or any cause of action arising out of any purchase of Material, including for failure to deliver or late delivery, is limited to (i) replacement of the non-conforming Material or (ii) refund to Buyer of the portion of the purchase price attributable to such non-conforming Material. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, IN NO EVENT SHALL GP HARMON'S CUMULATIVE LIABILITY EXCEED THE PRICE OF MATERIAL SOLD HEREUNDER.

**12. Excused Performance:** The parties will be excused from their respective performances hereunder if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, acts of piracy, actions of governments, compliance with any applicable Law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials, failure by GP Harmon's supplier of Material, failure of computer systems to operate properly, destruction or loss of electronic records or data, failure of mechanical or chemical function or equipment normally used by GP Harmon for manufacturing, handling or delivering of Material, failure by internally produced intermediates used in manufacture of any of the Material, plant shutdowns, any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any other circumstances, whether or not similar in nature, beyond the

reasonable control of the party seeking to be excused from performance (each, a "**Force Majeure Event**"); provided, however, economic conditions shall not be considered a Force Majeure Event, and a Force Majeure Event shall not relieve a party of its payment obligations related to Material that has been delivered. Promptly after a party determines a Force Majeure Event exists, such party will notify the other party of the circumstances and consequences claimed and will use reasonable means to remove the cause(s) in question. During a period of excused performance due to a Force Majeure Event, neither party will be obligated to settle any demands of, or disputes with, laborers; nor will Buyer be excused from paying monies due or complying with GP Harmon's credit terms. Upon the occurrence of a Force Majeure Event, GP Harmon may apportion any reduced quantity of Material among itself and its customers and affiliates at its sole discretion. Under no circumstances will GP Harmon be obligated to obtain Material for delivery hereunder other than from its designated source(s) of supply, or if none is so designated by GP Harmon, from its usual, customary and/or most recent source(s) of supply.

**13. Confidentiality:** Buyer shall treat as confidential all information supplied by GP Harmon in connection with any Sales Order that is not in the public domain, including, but not limited to: price, commercial terms, Force Majeure allocations, specifications, and other technical, business or sales data, or statements of work (collectively, "**Confidential Information**"). Buyer shall limit use of Confidential Information only to the performance of any Sales Order and disclosure of Confidential Information only to those of its employees necessary for the performance thereof, unless prior written consent has been granted by GP Harmon to permit other use or disclosure. Buyer shall, upon request or upon expiration, termination or cancellation of any Sales Order, promptly return all Confidential Information previously supplied, destroy any and all copies that were reproduced, and send written confirmation to GP Harmon certifying such destruction.

**14. Trademarks:** Except as may be contained in a separate trademark license, the sale of Material (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any trademark or trade name and Buyer shall not use a trademark or trade name of GP Harmon or its affiliates, including Georgia-Pacific LLC, in connection with the Material.

**15. Successor and Assigns:** Buyer may not assign any interest in, nor delegate any obligation under these Terms, by operation of Law or otherwise, without GP Harmon's prior written consent. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, and shall permit GP Harmon, in addition to any other rights available, to terminate all Sales Orders.

**16. Governing Law/Venue for Disputes:** The validity, performance, construction, and effect and all matters arising out of or relating to any Sales Order shall be interpreted in accordance with the Laws of the State of Delaware, USA, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently

enacted treaty or convention shall not apply or govern these Terms or any Sales Order or the performance thereof or any aspect of any dispute arising therefrom. Any action or proceeding between Buyer and GP Harmon relating to these Terms or any Sales Order shall be commenced and maintained exclusively in the state or federal courts in Wilmington, Delaware, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. BUYER AND GP HARMON EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THESE TERMS OR ANY SALES ORDER.

**17. Notices:** All notices pertaining to any Sales Order or pursuant to these Terms shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by internationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party.

**18. Independent Contractors:** GP Harmon and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated hereunder or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the parties.

**19. Beneficiaries:** These Terms are solely for the benefit of GP Harmon and its affiliates, Buyer and the parties specifically indemnified hereunder, and these Terms shall not be deemed to confer upon or give to any other party any right, claim, cause of action or interest herein.

**20. Miscellaneous:** These Terms supersede any terms and conditions of previous dates. The captions and section headings set forth in these Terms are for convenience only and shall not be used in defining or construing any of the terms and conditions herein. Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision hereunder 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. Neither the expiration nor termination of Sales Order shall affect the provisions of these Terms that expressly provide that such provisions will operate after any such expiration or termination or which by necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

[END OF TERMS]