

Purchase Order Terms and Conditions

1. **Applicable Terms.** Purchase of goods and/or services by International Paper Company its subsidiaries and affiliated companies ("Buyer") placed through this purchase order ("Order") may be accepted by supplier/vendor/contractor ("Seller") only in accordance with the terms hereof, unless the parties have entered into a mutually executed written master agreement stating applicable terms and conditions ("Master Agreement"). If this Order references that it is part of a Master Agreement, then the terms and conditions of such Master Agreement shall govern, except for those specific additional terms contained on the face of this Order. The term "goods" refers to all goods, articles, materials, parts, accessories and other goods ordered by Buyer hereunder, and unless the context otherwise requires, also includes installation and other services related to the goods which Seller may agree to provide. The term "services" refers to all services of any nature whatsoever ordered by Buyer. Buyer's obligations herein are expressly conditional on Seller's assent to the additional or different terms contained herein, or the superseding terms of a Master Agreement. Seller may accept this Order by notice to Buyer, commencement of work, shipment of goods, or furnishing the services. Dispatch of Seller's acknowledgment form or other written documentation 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. Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms or conditions that may be contained in any quotation, acknowledgment, 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. **Acknowledgment and Shipment.** Seller shall acknowledge this Order immediately advising Buyer of when shipment will be made and confirming method of shipment. Unless otherwise agreed, time is of the essence and immediate shipment or commencement of service is required. Seller shall notify Buyer at once of any delay. If an order does not meet Seller's minimum requirements, Seller shall promptly notify Buyer, in which event Buyer, reserves the right to either cancel or increase order.

3. **Delivery/Title.** Unless otherwise agreed, delivery shall be F.O.B. destination point 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.

4. **Packing Charges.** No charges for boxing, packing, or crating will be allowed unless agreed to in writing, and signed by Buyer's authorized agent.

5. **Identifying Numbers.** Order number and vendor number (and Buyer's stock number if shown on the Order) must appear on all invoices, packages, packing slips or correspondence pertaining to this Order.

6. **Bills of Lading and Shipping Memoranda.** All bills of lading and shipping memoranda must be mailed to destination of goods immediately upon shipment.

7. **Inspection, Return and Substitution.** Goods and services purchased hereunder are subject to inspection and approval at Buyer's destination, and in the event that the goods are manufactured for Buyer or services are provided to Buyer, Buyer may inspect the work in progress. Buyer reserves the right to reject and refuse acceptance of goods or services which are not in full accordance with Buyer's instructions, specifications, drawings, designs, or this Order or any services that do not conform to the standard of care of a competent service provider providing similar services under similar circumstances. Goods not accepted will be returned at Seller's expense and services not accepted will be timely re-performed or Seller will reimburse Buyer its costs in acquiring said adequate services from a third party, at Buyer's sole option. Payment for any goods or services shall not be deemed an acceptance thereof. All substitutions must be agreed to, in writing, prior to shipment or commencement.

8. **Invoices.** Invoices shall be submitted in duplicate (one copy shall be marked "original") unless otherwise specified, and shall contain the following information: (i) Order number, vendor number, item number, Buyer's stock number, description of goods or services, sizes, quantities, unit prices and extended totals; and (ii) bill of lading number and weight of shipment for shipments shipped F.O.B. shipping point. All invoices must be issued in the same unit of measure as shown on this Order. All amounts shown on the invoice for goods or services must be for goods and services previously approved and requested by Buyer, at the price approved by Buyer. Seller will not be paid for goods or services not previously requested and approved by Buyer and/or for prices not previously approved by Buyer.

9. **Discounts.** In connection with any discount offered for prompt payment, time for earning the discount will be computed from the latest of date of: (i) delivery of the goods to the carrier (when acceptance is at shipping point); (ii) delivery at Buyer's destination or port of embarkation (when delivery and acceptance are at either of these points); (iii) receipt by Buyer of the correct invoice or voucher for goods or services (in strict accordance with this Order) in the office specified by Buyer; or (iv) commencement of the services after Seller's acceptance of this Order. For the purpose of earning any such discount, payment will be deemed to be made on the date of mailing of Buyer's check.

10. **Changes.** Buyer may at any time, by written notice, make changes in: (i) drawings, designs, or specifications, (where the goods to be furnished are to be specially manufactured for Buyer in accordance therewith); (ii) method of shipment or packing; and (iii) time or place of delivery. With respect to services, Buyer may at any time, by written notice, make changes to the deliverables, if any. If any such changes cause an increase or decrease in the cost of, or time required for, performance of this Order, Seller shall advise Buyer of such increase or decrease. Buyer shall in turn advise Seller if it agrees that an adjustment will be made in the price or delivery schedule, or both.

11. **Variation in Quantity.** No variation in the quantity of any goods called for by this Order will be accepted unless agreed to in writing by Buyer's authorized agent.

12. **Warranty.** Seller warrants that all goods and/or services sold under this Order will be of first class quality and free from defects in material and workmanship, and with respect to services, conform to Buyer's specifications and be provided in a good and workmanlike manner and up to the professionally recognized standards in the industry for like services for a period of eighteen (18) months from delivery and acceptance of the goods by Buyer and/or, in the case of services, eighteen (18) months from the date of the completion of the services, unless (in either the case of goods or services) another specific warranty period has been designated on the face of this Order. In addition to the foregoing, if Buyer is purchasing information technology software or services, Seller also represents and warrants that during the term of the Order the services will conform to the technical information, specifications, user's manuals, training guides or any other materials in any form describing the performance, functionality, operation and use of the information technology software or services ("Documentation") and the requirements set forth in Sections 18 and 19 below. In the event a defect or non-conformity is discovered within the warranty period and is reported by Buyer to Seller within a reasonable time, Seller shall, at Buyer's option, repair or replace the product to eliminate such defect, at Seller's cost, including freight. Should seller fail to provide services up to said standards, Seller shall, at Buyer's discretion, re-perform said services or reimburse to Buyer all costs incurred in acquiring adequate replacement services from a third party, at Buyer's sole option. Such Buyer's remedies are in addition to any and all other remedies that may be available to Buyer at law or in equity.

13. **Insurance.** Seller agrees to maintain appropriate, insurance coverage, including, at minimum, Commercial General Liability Insurance purchased on an occurrence basis that covers bodily injury, personal injury, and property damage, including products/completed operations liability and contractual liability coverage, with per occurrence limits of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 (or such greater amount, if any, stated on the face of this Order). If this Order additionally involves the purchase of services or goods with on site labor or with on site use of facilities or equipment Seller agrees to maintain throughout the pendency of any activities on Buyer's premises, insurance coverage with at a minimum Commercial General Liability as stated above; Workers' Compensation Insurance (or qualification as a self-insurer) covering all of its employees in amounts at least equal to the minimum coverage provided for under the laws of the state in which Seller's operations are being performed notwithstanding any provision limiting requirements to a particular number of employees; Employer's Liability Insurance that covers both "bodily injury by accident" and bodily injury by disease" with limits not less than \$500,000/accident, \$500,000/disease-policy limit, \$500,000/disease-each employee and if using a vehicle on-site, and Automobile Liability Insurance on any owned, non-owned, or hired vehicle, with per occurrence limits of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000. If Buyer is purchasing information technology software or services, Seller will, at its sole cost and expense, secure and maintain Cyber Liability, Technology Errors & Omissions/Professional Liability or similar insurance reasonably acceptable to Buyer, in a minimum amount of \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as negligence costs and regulatory defense), in the performance of services for Buyer and shall provide a certificate of insurance to Buyer. Seller agrees to purchase all insurance required hereunder on an occurrence basis (provided, however, that if written on a claims-made basis, such insurance shall provide for a minimum three-year extended reporting period beyond the latter of (i) the completion of all services by Seller or (ii) the expiration of this Order) from insurers with a minimum financial rating by AM Best of A-, VII or equivalent. Seller's insurance required hereunder shall bear endorsements evidencing a waiver of the right of subrogation against Buyer and an assignment of statutory lien. Seller agrees to make Buyer an "Additional Insured" under all such policies, except Workers' Compensation, and provide Buyer with a certificate of insurance, together with policy endorsements evidencing Buyer's status as an additional insured and all coverage required under the terms of this Order. Seller shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Order. It is hereby agreed that all insurance coverage available to Buyer under Seller's policies will be primary without right of contribution from any other insurance carried by or on behalf of Buyer, and that all of Seller's insurance policies identified in this section will so indicate.

14. **Indemnity.** Seller agrees to indemnify, defend and hold harmless Buyer, its agents, servants and employees from and against any and all expenses, claims, demands, losses,

damages, actions, or liability of any kind, including attorney's fees incurred for any and all damage or injury of any kind or nature whatever (including death) to all persons, (including those employed by Seller) or property which is caused by, arises out of, on account of, or as a result of the performance by Seller, or any sub-contractor of Seller in connection with this Order. Upon demand, Seller agrees to assume on behalf of Buyer the defense of any action, at law or in equity, which may be brought against Buyer upon any such claim and to pay on behalf of Buyer the amount of any judgment that may be entered against Buyer in any such action. Seller hereby expressly waives any immunity from suit by Buyer, which may be conferred by the workers' compensation laws, or any other law of any state that would preclude enforcement of the indemnification clause of this agreement by Buyer. Seller further agrees to pay any reasonable attorney's fees incurred by Buyer in securing compliance with the provisions of this indemnification agreement. Seller agrees that its obligations to indemnify under this section are distinct from, independent of, and not intended to be coextensive with its duty to procure insurance required herein.

15. **Right to Audit.** If this Order involves services, repairs or materials which reflect a cost plus or unit pricing method of purchasing, all charges based on time, materials, or third party rentals, shall be subject to examination by Buyer, and Seller, upon request by Buyer, shall permit Buyer to examine its books and records respecting all such charges.

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, Seller shall be liable for all damages allowed in law or equity, including the excess cost of reproducing similar goods. If this Order is terminated for the convenience of Buyer, Seller will be compensated to the extent that Buyer has accepted goods or services prior to the effective date of termination or, if Buyer prepaid for the services, Seller will refund Buyer's pre-payment for the unused services. Buyer shall not be liable to Seller for any damages beyond those set forth in this section for not accepting all of the goods or services ordered.

17. **Confidentiality/Trade Secrets.** All specifications, data and other information furnished by Buyer, or its agents, to Seller in connection with this Order and any data, processes, machine configurations, procurement requirements, customer names or other information otherwise observed, collected, or obtained by Seller while on Buyer's premises remain the exclusive intellectual property of Buyer and shall be treated by Seller as proprietary and shall not be disclosed or used, except for implementation of this Order, without the prior written approval of Buyer's Vice President of Global Sourcing. The purchase of Seller's goods or services does not authorize Seller to use the name of or make reference to Buyer for any purpose in any releases for public or private dissemination, nor shall Seller divulge or use in any advertisement or publication any specifications, data or other information pertaining to or relating to this usage without the prior written approval of Buyer's Vice President of Global Sourcing.

18. **Data Confidentiality and Security.** All information contained or collected in computer systems or programs, audio, visual, copy, or electronic media of any kind ("Data") which comes into Seller's possession during performance of or in connection with this Order shall be exclusive to Buyer and shall be treated by Seller as confidential and private information which shall not be disclosed to any third party without the prior written consent of Buyer. Seller will preserve the confidentiality, integrity and accessibility of Buyer's Data with administrative, technical and physical measures that conform to generally recognized industry standards (see below) and best practices no less rigorous than Seller applies to its own data processing environment. Seller agrees to maintain a secure processing environment that includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Seller or open source support, and ensuring that the transmission or exchange of system and application with Buyer takes place via a secure means. Seller will not transmit, exchange or otherwise pass Buyer's Data of any kind to other Sellers or interested parties outside of the terms of this Order without the prior written approval of Buyer's Vice President of Global Sourcing. Seller will notify Buyer within 72 hours or less in cases of suspected data breach or cyber security events that may impact Buyer. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the: (a) Center for Internet Security - see <http://www.cisecurity.org>, (b) Payment Card Industry/Data Security Standards (PCI/DSS) - see <http://www.pcisecuritystandards.org/>, (c) National Institute for Standards and Technology - see <http://csrc.nist.gov>, (d) Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov>, (e) ISO/IEC 27000-series - see <http://www.iso27001security.com/>, (f) f. Cloud Security Alliance (CSA) - see <https://cloudsecurityalliance.org/>. Seller must keep secure any device that contains Data and must take appropriate steps to remove all Data prior to disposal or resale of the device. Seller agrees that should Seller come into possession of any Data (regardless of medium) or other information not intentionally furnished by Buyer, Seller shall notify Buyer immediately and at Buyer's discretion return or destroy such Data.

19. **Data Protection.** The following definitions apply to this Section: "Data Protection Laws" means any applicable privacy or data protection laws including EU General Data Protection Regulation ("GDPR") and any other laws or regulations relating to the privacy, security, integrity and availability of personal data. "Data Processor," "Data Controller," "Personal Data," "Data Subject," and "Processing" have the same meaning as in the GDPR. If and to the extent that Seller processes any personal

data on behalf of Buyer, Seller agrees to comply with its obligations under applicable Data Protection Laws. Seller will only process personal data based on documented instructions from Buyer. Seller shall not engage another party to Process Personal Data ("Sub-Processor") without notifying Buyer and obtaining prior written approval of Buyer's Vice President of Global Sourcing. Seller shall promptly notify Buyer of any data subject access requests and shall provide reasonable assistance to Buyer in complying with data access requests. Upon termination or expiration of this Order, Seller shall immediately cease Processing the Personal Data, and at Buyer's option or direction, arrange for the prompt and safe return and/or destruction of all of the Personal Data including all copies in its possession or control and where requested by Buyer, certify that such destruction or return has taken place. Where Personal Data is located in, or originates from the European Union, the European Economic Area or the United Kingdom, and Personal Data is being transferred to a country not recognized as adequate under the GDPR, the parties agree that applicable Standard Contractual Clauses are incorporated by reference. Unless the facts prove otherwise, the parties agree that Buyer is the exporting organization and Seller is the importing organization. The parties agree to provide any additional relevant information to the extent that such information is not contained in the Order and Seller agrees to enter into any additional contractual terms relating to Personal Data as Buyer may deem necessary to comply with applicable Privacy Laws.

20. Intellectual Property. If Buyer is purchasing information technology software or services, Seller hereby grants to Buyer and end-users a fully paid up, non-exclusive, transferrable, worldwide license during the term of this Order to access, use, and display software, service, and Documentation released thereto in the furtherance of Buyer's business purposes, including incorporation of Documentation, or parts thereof, into internal Buyer communications, guides or other reference documentation. Seller will deliver to Buyer at least one electronic copy of all generally available Documentation. The Documentation shall be sufficient to enable Buyer to use and to understand the use and operation of the software and/or services. Buyer has sole control over any content provided by Buyer, and Seller must not supplement, modify or alter any Buyer's content except to the extent necessary to provide the software and/or services. To the fullest extent permitted under law, all work product created from the software and/or services including any on-line or downloadable data or reports, using Buyer's content or generated as part of the software or service for Buyer's use shall be Buyer's property. For all purchases, if suit is brought against Buyer alleging that the services or the use of the services or the goods as such or any parts or equipment covered by this Order or their use as such constitute an infringement of any patent, trademark, copyright or other right or license of any third party, Seller shall defend Buyer and pay any awards against Buyer, including reasonable attorney's fees, for such infringement provided Buyer gives Seller prompt written notice and permits Seller to defend.

21. Chemical Substances Identification. By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order have been properly labeled, and that proper information of the substance(s) (e.g., material safety data sheets) has been provided to Buyer, pursuant to any federal, state or local legislation.

22. Compliance with Laws, Rules and Regulations. All goods and services covered by this Order must be produced or performed in accordance with applicable federal, state, and local laws, regulations, rules, and orders, including those dealing with equal employment opportunity and the protection of the environment. Therefore, during its performance under this Order, unless exempt, Seller agrees to abide by the provisions of the following, as applicable, which are incorporated herein by reference: (a) Equal Employment Opportunity, Employment of Women, Minorities, Veterans and Individuals with Disabilities: 41 CFR 60-741.44, 60-300.44, and Executive Order 11246; and (b) Employment Eligibility Verification (E-Verify): Executive Order 13465 for federal contracts in excess of \$150,000 and subcontracts in excess of \$3000; and (c) Notification of Employee Rights under Federal Law 29 CFR Part 471, Appendix A to Subpart A of Executive Order 13496; and (d) The Trafficking Victims Protection Act of 2000 (Public Law 106-386) as amended. **Unless exempt, Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. In addition, Buyer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. Seller agrees to comply with the provisions of the Patient Protection and Affordable Care Act of 2010, as amended, and all standards and regulations thereunder ("ACA"). Seller shall take appropriate steps to maintain the status of all persons performing services under this Order as employees of Seller (and not of Buyer) and to offer such persons and their dependents minimum essential coverage that is affordable and provides

minimum value (as those terms are defined in the ACA). Seller acknowledges and agrees that Buyer shall have no obligations or liability under the ACA (including without limitation Section 4980H of the Internal Revenue Code as added by ACA) with respect to services on account of this Order or the persons performing such services. Seller agrees to indemnify and hold harmless Buyer for all loss, damage, tax, costs, fines, penalties, and expenses under ACA or its provisions caused by or arising out of the services under this Order or the persons performing such services, whether Buyer incurs or is only threatened such amount. Seller shall perform and make all obligations and payments arising under ACA to the extent related to any persons performing services on account of this Order, without regard to any determination of whose employees such persons may be.

23. Company Policy Compliance. In performance of obligations under this Order, Seller agrees to comply with and require its employees, subcontractors and agents to comply with Buyer's *Third Party Code of Conduct*, as well as Buyer's policies, rules and directions regarding safety, security and appropriate conduct on Buyer's premises or delivery points and toward Buyer's employees. Buyer's Third Party Code of Conduct can be found at: <http://www.internationalpaper.com/company/suppliers/third-party-code-of-conduct>. Seller shall be responsible for notifying any of Seller's parent, subsidiary and affiliated companies of this Third Party Code of Conduct and its expectations.

24. Safety. Seller and its subcontractors shall comply with all local, state, and federal health and safety laws and regulations applicable to Seller in the performance of its obligations hereunder, including without limitation compliance with the provisions of and the standards and regulations issued under, the Occupational Safety and Health Act of 1970. Seller certifies that all services furnished and all work performed hereunder will comply with said standards and regulations. Seller further agrees to indemnify and hold harmless Buyer for any loss, damage, fine, penalty or any expense whatsoever as a result of the failure of Seller or its subcontractors to comply with the aforementioned Act and any standards or regulations issued there under. While on Buyer's premises, Seller and its subcontractors shall comply with Buyer's site-specific regulations and shall ensure that all of its employees, subcontractors and agents have a safe work environment. Seller is solely responsible for the safety of the employees of Seller and its subcontractors and the means and methods utilized by it or its subcontractors' employees in providing the goods or performing the services contemplated herein, and Seller agrees that Buyer shall have no such responsibility. In the event an employee of Seller or one of its subcontractors is injured while on Buyer's premises, Seller shall (i) immediately notify Buyer of the time, nature, and severity of the injury, (ii) at its own cost and expense cause to be performed an investigation into the "root cause" of the injury by a competent investigator, and (iii) provide Buyer with a copy of the investigation report. The report shall include an explanation of causation of the accident and the steps Seller or its subcontractor is taking to avoid a similar accident from occurring in the future. Seller shall also provide Buyer with periodic updates on the date the injured employee will return to work. In the event Buyer elects to perform its own investigation, or requests that a joint investigation be performed, Seller shall cooperate and actively assist in such an effort. In addition to the above, if an employee of Seller or one of its subcontractors experiences a "near miss" that could have resulted in serious injury while on Buyer's premises, Seller shall investigate the incident and report to Buyer its findings and the steps that Seller will take to avoid a repeat incident.

25. Governing Law. Unless otherwise agreed, this Order shall be interpreted under the laws of the state of Tennessee, without recourse to conflict of law provisions.

26. Waiver of Consequential Damages: Notwithstanding any other provision in this Order, Seller specifically agrees that in no event shall Buyer be liable to Seller for any incidental, indirect, consequential, special, or punitive damages of any kind, including any damages for business interruption, loss of use, revenue, materials, anticipated savings, data, contract, goodwill, profits or the like (whether direct or indirect in nature), whether due to breach of contract, breach of any warranty, tort, or any other basis of liability.