



International Paper Canada Pulp Holdings ULC
Purchase Order Terms and Conditions

1. **Applicable Terms.** Purchase of goods and services by International Paper Canada Pulp Holdings ULC ("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 is required. Seller shall notify Buyer at once of any delay. If an order does not meet Seller's minimum billing 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 the Seller.
4. **Pricing and Sales Tax.** The price for the goods and/or services will, unless otherwise expressly stated, be in Canadian currency, exclude all taxes, duties, broker's fees and freight of any kind which either party may be required to pay with respect to the sale of the goods and/or services, but shall include all charges for packing, crating and loading. Any taxes, freight and duty shall be shown as separate items on invoices. Payments shall be made in accordance with the applicable provisions of this Order. If Seller provides lower prices to any of its other customers buying equivalent or lesser quantities of goods and/or services it will notify Buyer, lower the prices under this Order to the lowest prices charged such other customers, and issue a refund or credit for the difference between prices previously charged to Buyer and lowest prices charged such other customers.
5. **Packing Charges and Shipping Requirements.** No charges for boxing, packing, or crating will be allowed unless agreed to in writing, and signed by Buyer's authorized agent. Seller will suitably pack, mark and ship materials in accordance with Buyer's instructions and in accordance with governing laws, and, if so instructed by Buyer, will meet the transportation requirements of common carriers to secure the lowest transportation costs. Seller is obligated to ship all its components for goods to pulp or paper mills without plastic or styrofoam packaging. Any exceptions must be requested by Seller and agreed upon by Buyer in writing in advance of shipment(s) being made.
6. **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.
7. **Bills of Lading and Shipping Memoranda.** All bills of lading and shipping memoranda must be mailed to destination of goods immediately upon shipment.
8. **Inspection, Return and Substitution.** Goods purchased hereunder are subject to inspection and approval at Buyer's destination, and in the event that the goods are manufactured for Buyer, Buyer may inspect the work in progress. Buyer reserves the right to reject and refuse acceptance of goods which are not in full accordance with Buyer's instructions, specifications, drawings, designs, or this Order. Goods not accepted will be returned at Seller's expense. Payment for any goods shall not be deemed an acceptance thereof. All substitutions must be agreed to, in writing, prior to shipment.
9. **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.
10. **Discounts.** In connection with any discount offered for prompt payment, time for earning the discount will be computed from the latest date of (i) delivery of the supplies 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); or (iii) receipt by Buyer of the coded invoice or voucher (in strict accordance with this Order) in the office specified by Buyer. For the purpose of earning any such discount, payment will be deemed to be made on the date of mailing of Buyer's check.
11. **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. 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.

12. **Variation in Quantity.** No variation in the quantity of any goods called for by this Order will be accepted unless agreed to in writing and signed by Buyer's authorized agent.
13. **Seller's Quality Representations and Warranty.** Seller represents, warrants and covenants the following:
 - (i) 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, 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, 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 the event a defect 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 re-perform said services or reimburse Buyer its costs in acquiring said adequate 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.
 - (ii) that the goods and services supplied by the Seller shall meet all Federal and Provincial safety and workers' compensation requirements. Any electrical panels, controls, or devices supplied with the equipment must display a CSA or other approved independent testing lab label to meet applicable Federal, Provincial and local laws. Product design DBA ratings must also be provided. The noise level emitted by the equipment while in operation must be below or equal to 85 dB at 1 meter.
 - (iii) that during the warranty period, the Seller will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Seller will maintain a 24-hour technical support hotline to address equipment breakdowns and safety incidents. During the useful life of the goods, reasonable telephone support during normal business hours is included in the purchase price.
14. **Seller's General Representations.** Seller represents and warrants that (i) it has full power and authority to enter into this Order and perform its obligations; (ii) this Order is the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms; (iii) the signing and delivery of this Order by the Seller and the performance by the Seller of all of the Seller obligations under this Order will not (a) breach any contract to which the Seller is a party, or give any person the right to accelerate any obligation of the Seller; (b) violate any law, judgment, or order to which the Seller is subject; or (c) require the consent, authorization, or approval of any person, including but not limited to any governmental body; and (iv) it has good and marketable title to goods delivered to Buyer and that goods will be free from all liens and encumbrances; (v) the goods and services do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (vi) if services are provided, Seller has assured that the employee or contractor providing services is adequately skilled and experienced; and (vii) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Seller from fulfilling its obligations under this Order.
15. **Insurance.** Seller agrees to maintain appropriate insurance coverage, including, at minimum, Commercial General Liability Insurance 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 onsite labor or with onsite 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 covering all Seller's employees, including owners, partners and executive officers, with limits not less than the statutory limits prescribed by the Workers' Compensation Board (Alberta) or other applicable Provincial Workers' Compensation board or authority, if applicable in the jurisdiction where the services are performed and to the extent permitted by applicable law, the Seller agrees not to apply to have costs of any Workers' Compensation claim transferred to Buyer and to endorse the Worker's Compensation policy to waive all rights of subrogation against Buyer, the Seller will provide proof of coverage upon the date of this Order and upon request by Buyer from time to time; 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. Seller agrees to purchase all insurance required hereunder 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 right of subrogation against Buyer and an assignment of subrogation 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.
16. **Indemnity.** Seller agrees to indemnify, defend and hold harmless the 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 with the performance by Seller, or any sub-contractor of Seller in connection with this Order. Upon demand, Seller agrees to assure on behalf of the Buyer the defense of any action, at law or in equity, which may be brought against the Buyer upon any such claim and to pay on behalf of the Buyer the amount of any judgment that may be entered against the 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 the 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.

17. **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.
18. **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, the 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 prior to the effective date of termination has accepted goods or services. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the goods ordered.
19. **Confidentiality.** All information (both technical and business) disclosed by either party to the other, including but not limited to volumes and pricing of goods and/or services sold under this Order, will be held in strict confidence and not communicated to any other party, except as required by law or auditors, and as needed by contractors in performing this Order; provided that such contractor agree to be bound to a nondisclosure agreement no less stringent than the obligations in this section. For five years from the date of disclosure, the receiving party will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from the other party, and (b) not use the other party's information for any purpose other than as needed to perform the Order. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by the receiving party; (ii) was already in the receiving party's possession at the time of its disclosure as shown by the receiving party's prior written records; (iii) is subsequently disclosed to the receiving party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the receiving party who did not have access to the information. Neither party will use the name of the other in publicly releases, referrals, advertising, or similar activity without the prior written consent of the other.
20. **Intellectual Property.** If suit is brought against Buyer alleging that 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 or other right 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. If because of an infringing claim, Buyer's use of goods or services provided by Seller is enjoined, Seller will, at its own expense, either procure for Buyer the right to continue using the goods or services or, after consulting with Buyer, replace or modify the goods or services with substantially similar and functionally equivalent non-infringing goods or services.
21. **Hazardous Materials; MSDS.** If applicable, Seller will provide each site with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of the goods/services which requires such compliance, and any updates of the same. If Seller uses chemicals, PCBs or any potentially hazardous materials (collectively, "Materials"), Seller assumes responsibility and will indemnify, defend and hold harmless Buyer from and against any and all claims arising out of Seller's use (including the unloading, discharge, storage, handling, or disposal of any chemical or container therefore) of such Materials and for Seller's noncompliance with any related laws or regulations.
22. **Successors, Assigns, Subcontractors and Security Interests.** Seller cannot assign the responsibilities of this Order without written consent. Seller shall not, without prior written consent of Buyer, change any sub-supplier, subcontractor or place of origin of the goods and/or services. The parties are fully responsible for the conduct of any contractors, consultants or other agents they may hire to assist them in performing this Order. Seller covenants that it will not register or amend a financing statement naming Buyer as the debtor or any other form of notice in the applicable Personal Property Registry without either a signed security agreement or other written approval from Buyer in advance. The collateral description will be specific and accurate. If the description includes an item that is not collateral or does not describe the collateral with sufficient precision to allow a reasonable person to readily identify the collateral, then the Seller will immediately on demand by Buyer amend or discharge the registration to reflect the terms of the Order.
23. **Compliance.** Seller will inform itself of and will comply with all federal and provincial laws, codes, regulations, ordinances, permits and orders that are applicable to performing this Order.
24. **On Premises Safety, Drug & Alcohol Policy.** If Seller provides services on Buyer's premises, Seller acknowledges that those premises are used for operational or industrial applications and maintained only to standards required for such use. Seller will become familiar with the safety rules at such premises to avoid injury to person or property. It is Seller's responsibility to provide, at its own expense, all necessary and adequate personal protective equipment (PPE) for its employees/subcontractors ("Seller's Personnel"). However, in the event that Seller's Personnel uses Buyer-provided PPE, Seller will indemnify and hold Buyer harmless against any and all claims for loss, damages, liability, or other expenses of any nature, character, and kind related to or caused by the use or misuse of such PPE. Upon completion of services, Seller will remove all excess materials, equipment and rubbish and leave premises in a clean condition. Seller shall not bring, or permit to be brought, anywhere on or near the site, any spirituous or intoxicating liquor, any drug, the possession, use or distribution of which is prohibited by law. In the event an employee of Seller or one of its agents, subcontractors, or representatives is injured while on Buyer 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 agent, subcontractor, or representative is taking to avoid a similar accident from occurring. 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 agents, subcontractors, or representatives experiences a "near miss" that could have resulted in serious injury while on Buyer 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. **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>

26. **Force Majeure.** Seller acknowledges that time is of the essence in its performance. However, neither party will be liable to the other for damages for failure to carry out this Order in whole or in part when the failure is due to strikes, lockouts, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. If either party is affected by any such event, shipments already in route will be accepted and paid for. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Regardless, if Seller is unable to timely honor the Order, Buyer will be entitled to seek goods and services from another vendor without penalty and those goods and services will count towards any volume requirements that Buyer has committed to purchase. Alternatively, at its sole election, Buyer may terminate this Order and any underlying Master Agreement. Unless excused per this Section 25, if Buyer must acquire goods/services from another supplier on an emergency basis because Seller is unable to timely perform on the agreed schedule, Seller will reimburse Buyer for all commercially reasonable additional costs and expenses incurred to obtain the goods or services.

27. **Notices.** Seller and Buyer agree that all notices, requests, demands and other communications required by this Order will be delivered in writing to the Seller or Buyer's Representative (or the replacement representative designated by notice) as set forth in the Order or Master Agreement.

28. **No Agency Relationship.** This Order does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

29. **Contract Interpretation.** The Buyer and Seller represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Order will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of the Order is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Order will not be impaired. This Order and Master Agreement, if applicable, contains the entire understanding of the parties regarding the subject matter of this Order or Master Agreement, if applicable, and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Order or Master Agreement, as applicable. No waiver will be binding on Buyer unless it is in writing and signed by the party making the waiver. Buyer's waiver of a breach of a provision of the Order or Master Agreement, as applicable, will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

30. **Tax Withholdings.** If an Order includes the requirements of Seller to provide installation supervision, start-up, training, performance testing or any other services and if Seller is a non-resident of Canada, then Buyer is required to deduct a fifteen percent (15%) withholding under Regulation 105 of the *Income Tax Act (Canada)* from each payment for such services and to remit such amount(s) withheld to the Canada Revenue Agency. Buyer will before the end of February of the year following the year of payment, forward to Seller certificate T4A-NR, if applicable, summarizing the amounts withheld. Buyer is not required to withhold on the reimbursement of receipted travel expenses, the purchase of equipment, or for services Seller renders in Seller's county of residence, therefore, these charges must be separately detailed on invoices.

31. **Governing Law and Legal Jurisdiction.** Unless otherwise agreed, this Order shall be interpreted under the laws of the province of Alberta, without recourse to conflict of law provisions. The courts of the province of Alberta shall have sole and exclusive jurisdiction over any actions arising out of this Order.

32. **Waiver of Consequential Damages.** In no event shall Buyer be liable to Seller for any incidental, indirect, consequential, special, or punitive damages, including any damages for business interruption, loss of use, revenue or profits whether due to breach of contract, breach of any warranty, tort, or any other basis of liability.

33. **Canada-US-Mexico Agreement ("CUSMA") Certificate.** If you are a Seller from the United States or Mexico, a CUSMA Certificate must be provided to Buyer along with the bills of lading and other shipping memoranda immediately upon shipment.