

**Beaver Paper & Graphic Media, Inc. Terms and Conditions of Sale
for the United States of America**

All sales by Beaver Paper & Graphic Media, Inc. are subject to the following terms, which supersede any conflicting terms in customer's order forms or other documentation:

Any customer claims with respect to products must be made promptly in writing, and must be received by Beaver Paper & Graphic Media's corporate headquarters no more than thirty (30) days after the date of receipt of the subject products by customer. BEAVER PAPER & GRAPHIC MEDIA, INC. WARRANTS ONLY THAT ITS PRODUCTS SHALL BE FREE FROM MATERIAL DEFECTS AND MEET ITS WRITTEN SPECIFICATIONS, AND MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OTHER THAN THAT SPECIFIED IN WRITING BY BEAVER PAPER & GRAPHIC MEDIA, INC. IN NO EVENT SHALL BEAVER PAPER & GRAPHIC MEDIA, INC. BE LIABLE IN EITHER TORT OR CONTRACT, OR BY ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF BEAVER PAPER & GRAPHIC MEDIA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT OF A CUSTOMER CLAIM, BEAVER PAPER & GRAPHIC MEDIA'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY IS A REPLACEMENT OF PRODUCTS PROVED TO BE DEFECTIVE, WITH SHIPMENT COSTS FOR REPLACEMENT PRODUCTS TO BE BORNE BY BEAVER PAPER & GRAPHIC MEDIA OR, AT BEAVER PAPER & GRAPHIC MEDIA'S OPTION, A REFUND COMPRISED OF THE AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCTS PROVED TO BE DEFECTIVE, ALONG WITH PRO-RATA FREIGHT CHARGES THE CUSTOMER MAY HAVE INCURRED IN OBTAINING THE SUBJECT PRODUCTS FROM BEAVER PAPER & GRAPHIC MEDIA.

Payment is due thirty (30) days after date of invoice, unless otherwise approved in writing, signed by the credit officer or the director(s) of Beaver Paper & Graphic Media, Inc.

Shipment and delivery terms are "ex works" (per Incoterms[®] 2020) unless otherwise specified on the face of the Beaver Paper & Graphic Media, Inc. order acknowledgement form.

Product shipments of within five (5) percent of the weight or unit amount ordered by the customer cannot be rejected solely on the basis of such deviation in amount, although customer must pay only for the amount verified as having been shipped. When products are ordered on the basis of weight, the outgoing weight shall be measured as immediately prior to time of shipment as is practical, on a scale currently "Certified for Commerce." Beaver Paper & Graphic Media, Inc.'s measurement of weights, volumes, lengths or surface area shall control unless proven to be in error.

Legal claims relating to all sales made by Beaver Paper & Graphic Media shall be brought only in state or federal court situated in Gwinnett County, Georgia, and shall be governed by Georgia law (without reference to the choice of law principles thereof). Customer hereby waives, releases and agrees not to assert, and agrees to cause its affiliates to waive, release and not assert, any rights such customer or its affiliates may have under any foreign law or regulation that would be inconsistent with the terms and conditions set forth herein as governed by Georgia law. If any term or part of these Terms and Conditions shall be determined to be invalid, illegal or unenforceable in whole or in part, the validity of the remaining part of such term or the validity of any other term of these Terms & Conditions shall not in any way be affected hereunder.

Any variations from the foregoing must be approved in writing by an officer of Beaver Paper & Graphic Media, Inc.