

1. **TERMS.** These terms and conditions (as may be amended by Seller from time to time, these "**T&Cs**") govern all sales of products and/or services (collectively and severally, "**Product**") by The Millcraft Paper Company ("**Seller**") to the purchaser ("**Buyer**") described in the documents (including Seller's sales confirmation and all information, instructions and warnings) accompanying these T&Cs or the Product. These T&Cs, together with the quotations, proposals, order acknowledgments, invoices, specifications, all supplements and attachments and any amendments or modifications thereto issued by Seller from time to time to Buyer will constitute the entire agreement (the "**Agreement**") between Buyer and Seller for each sale of Product. Buyer's acknowledgement, taking possession of Product, receipt of sales confirmation or any other conduct of Buyer which recognizes the existence of a contract pertaining to the subject matter hereof will constitute acceptance by Buyer of the Agreement and its T&Cs. These T&Cs may be amended or modified from time to time by Seller, by notice to Buyer. Each such amendment or modification will be binding upon Buyer with respect to all purchases occurring after the date of such modification. In the event of any conflict between these T&Cs and the provisions of any other document included in the Agreement, these T&Cs will control unless explicitly otherwise agreed in writing by Seller in any such other document issued by Seller. Additional or different terms provided in Buyer's request for quotation, bid documents, purchase order, acceptance of Seller's offer or other communications which vary in any degree from any of the terms of the Agreement will be deemed material and are hereby objected to and rejected.

2. **PAYMENT.** Unless otherwise agreed to in writing between Buyer and Seller, payment terms are net 30 days from date of invoice. Unless otherwise specified, if payment of the price or any other amounts owed by Buyer to Seller hereunder is not made on time, Seller, in addition to all other legal, equitable and contract rights, will be entitled to interest on such overdue amount at a rate equal to the lesser of (a) one and one-half percent (1½%) per month and (b) the highest rate permitted by applicable law in regard to such obligation owed by Buyer. Buyer also agrees to pay all charges, costs and legal fees incurred in collecting amounts owed. Buyer hereby represents that Buyer is solvent and Buyer's signing of any delivery receipt (however denominated) furnished by Buyer to the delivering carrier will constitute a further representation of solvency at the time of signing such receipt. Should Buyer fail to make payment when due under the Agreement or any other contract between Buyer and Seller, Seller will have all rights and remedies provided under applicable law and at equity, including, without limitation, the right to withhold shipment of any portion of the Product covered by the Agreement or by any other existing contract between Seller and Buyer.

3. **IMPORT DUTIES, TAXES AND OTHER CHARGES.** Except to the extent otherwise provided in the Agreement or sales confirmation, Buyer will pay all taxes (excluding federal, state or local income or franchise taxes imposed on Seller) and all import duties, levies and impositions and all other governmental charges, assessments, fees, and any interest or penalties thereon, whether payable by Seller or Buyer, imposed or levied on or with respect to the Agreement, the amounts payable hereunder, the Product or the possession, sale, use, transportation, delivery, furnishing or ownership of the Product. If Buyer will fail to pay and discharge such taxes, duties and other sums when due, Seller may at its option, pay the same, in which event Buyer will promptly reimburse Seller for such sums paid.

4. **SHIPMENT; TITLE; RISK OF LOSS.** The respective responsibilities of Seller and Buyer for delivery, transportation, customs clearance, payment of expenses in respect thereof and risk of loss or damage to Product and similar matters will be those specified for Incoterm DDP, unless expressly stated and agreed otherwise by Seller and Buyer in writing. Notwithstanding delivery and the passing of risk of loss, or any other provision of the Agreement, legal and beneficial title in all Product will not pass to Buyer until Seller has received payment in full of the price of the Product. Until such time as title in the Product passes to Buyer, Seller may at any time Buyer is in default of payment of the price or otherwise under this or any other agreement with Seller, require Buyer to deliver up the Product to Seller and, if Buyer fails to do so forthwith, enter on any premises of Buyer or any third party where Product are stored and repossess the same, in all cases without obligation or liability to Buyer.

5. **WARRANTY.** Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller ("**Resale Products**") and that matters relating to the conformity to specifications or quality of the Resale Products are not within Seller's control and that accordingly Seller makes no warranties with respect to such Product.

SELLER MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO RESALE PRODUCTS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY AND/OR FITNESS; ALL WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. RESALE PRODUCTS ARE SOLD ONLY ON AN "AS-IS" BASIS.

6. **ACKNOWLEDGEMENT.** Buyer acknowledges that the Product has not been tested by Seller for safety or efficacy in any particular application. Buyer further acknowledges its responsibility to test and effectively evaluate Product to determine to Buyer's own satisfaction, whether the Product and/or any technical assistance and information provided by Seller is suitable for Buyer's intended uses and applications. Buyer understands its application-specific analysis must at least include testing to determine suitability from a technical as well as health, safety, and environmental standpoint. Buyer assumes responsibility for compliance with regulatory requirements related to Product handling, storage, transportation, sale, use and/or disposal. Buyer acknowledges receipt from Seller of manufacturers' technical and material safety data, in accordance with responsible distribution standards. BUYER EXPRESSLY RELEASES SELLER from all liability, in tort, contract or otherwise, incurred in connection with the sale, handling, storage, transportation, use and/or disposal of Product, except to the extent any such liability arises from gross negligence or willful misconduct on the part of Seller.

7. **REMEDIES.** Seller's liability for nonconforming Product is exclusively limited, at Seller's option, to replacement of the defective Product or refund of the purchase price of such Product. Seller's liability for any defective or negligent service is limited to Seller re-performing the service or a refund of an amount not to exceed the amount paid for the service.

8. **LIMITATION ON LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, CONTRIBUTION OR ANY OTHER LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS OR FOR ANY EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE PRODUCT SOLD HEREUNDER, INCLUDING WITHOUT LIMITATION TRANSPORTATION, HANDLING, INSTALLATION, PROCESSING OR FABRICATION CHARGES OR EXPENSES. IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIMS MADE BY BUYER. BUYER'S LIABILITY IS ALSO LIMITED BY ANY LAWS, ACTS, REGULATIONS, NOTICES OR OTHER MEASURES ISSUED BY OR ON BEHALF OF ANY FEDERAL STATE OR LOCAL GOVERNMENT APPLICABLE DURING THE COVID-19 PANDEMIC OR APPLICABLE TO ANY PRODUCT, SERVICE OR MEASURE RELATED TO SAID PANDEMIC, INCLUDING BUT NOT LIMITED TO THE NOTICE OF DECLARATION UNDER THE PUBLIC READINESS AND EMERGENCY PREPAREDNESS ACT FOR MEDICAL COUNTERMEASURES AGAINST COVID-19.**

9. **INDEMNITY.** Buyer will defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from and against all claims, demands, actions and causes of action, losses, costs, damages, and liabilities ("**Claims**") asserted against or incurred by Seller in connection with the transportation, storage, sale or use of the Product by Buyer, or other acts of Buyer giving rise to Claims, including third party Claims of any kind whatsoever, against Seller, including attorney's fees and out of pocket costs.

10. **CLAIMS.**

(a) **Shortages; Damaged and Defective Product:** Buyer will be deemed to have inspected the Product upon receipt. Any claim for shortage or non-conforming Product must be made in writing to Seller within 10 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 10 days

after the date upon which the Product was to be delivered. All claims must state with particularity the shortage, defect or damage complained of. Failure of Seller to receive written notice of any such claim within the applicable time period will be deemed an absolute and unconditional waiver by Buyer of such claim.

(b) **Returns:** Product may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance. Amounts owing to or payable by either party hereunder on account of returned Product will be deemed finally reconciled on the first anniversary of the delivery of the applicable Product and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds will expire on such date unless addressed prior thereto.

(c) **Seller's Obligations:** In the event that a timely and properly supported claim is made with respect to a shortage or defective or damaged Product, Seller's sole responsibility will be, at Seller's option, to deliver conforming Product to cure such shortage or replace the defective or damaged Product or to give Buyer an allowance therefor and Buyer's obligation to accept and make payment on time for the balance of the Product delivered or to be delivered under the contract will not be affected thereby.

11. **FORCE MAJEURE.** Seller is not liable for nonperformance or delay in performance caused by circumstances beyond the control of Seller ("**Force Majeure Event**"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, epidemics, pandemics, injunctions, accidents, Product shortage, unforeseen shutdown of major sources of supply, late or defective delivery of any of Seller's suppliers, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain Product, fuel, power, raw materials, labor, containers or transportation at prices Seller deems in its discretion to be commercially reasonable, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) for any reason beyond the control of Seller or of Seller's supplier, whether similar or dissimilar to any of the foregoing. Any delivery so suspended for more than 60 days may be cancelled by Seller or Buyer without liability of either party to the other, but the Agreement will otherwise remain in full force and effect.

12. **QUANTITY.** Unless otherwise specified, Seller will have the right to make partial shipments. Each partial shipment will be deemed a separate sale, and payment will become due therefor in accordance with the terms of payment contained in the Agreement. When in the opinion of Seller there is a period of shortage of supply of said products for any reason, including in the case of any Force Majeure Event, Seller may allocate its available supply among any or all of its customers upon such basis as it will deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified. Seller reserves the right to deliver against any order in excess or deficiency up to 10% of weight or volume ordered.

13. **PRODUCT STEWARDSHIP.** Buyer agrees that Product will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Product. Buyer further agrees to deliver the most recent edition of Product literature, including SDSs, to its employees and customers and to maintain a written record of such deliveries. Buyer will only sell to those who Buyer reasonably believes can handle, use, store, transport and dispose of Products safely.

14. **COMPLIANCE WITH LAWS.** Buyer will comply with all applicable laws including but not limited to laws and conventions relating to (a) competition law, (b) anti-bribery, and anti-corruption, and (c) laws relating to export control and customs regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied persons under any anti-terrorism, money laundering or other laws or regulations and (iii) the regime for the control of imports, exports, transfer, brokering and transit of dual-use items. Buyer will not directly or indirectly utilize, sell, ship or otherwise transfer, any Product to or through any country, entity or individual as prohibited under United States or other national and international regulations. Without limiting or affecting the foregoing provisions, Buyer further agrees to comply with all applicable laws and regulations in performing its obligations under the Agreement. Buyer agrees to use its best efforts to assure that all third parties to whom Product is sold by Buyer, whether in original form or as intermediate or end-product, will comply with the terms set out in the first paragraph of this section and agrees to refuse to supply Product to any such entity with respect to which Buyer has reasonable doubts that such compliance will be forthcoming. Buyer agrees to indemnify and hold harmless Seller, its affiliates, officers, employees, agents, and representatives, from and against all claims, proceedings, investigations, damages, losses, liabilities, penalties, costs and expenses, including reasonable attorney fees arising from any claim, investigation, suit, action, proceeding, demand, judgment or settlement based in whole or in part on any actual or alleged failure by Buyer to comply with the provisions of this section.

15. **INTELLECTUAL PROPERTY.** Nothing contained in the Agreement, whether express or implied, will be deemed to confer any license or other rights upon Buyer to any trademark, patent, copyright, registered design, trade secret, or any other proprietary right owned by Seller, any of Seller's affiliates, or any other person or entity, whether associated with any Product or otherwise, unless essential to Buyer's enjoyment of the Product as intended by Seller, or explicitly agreed in writing between any such party(ies) and Buyer. Buyer warrants not to infringe any intellectual property right of Seller or any other person or entity by using, selling, or reproducing the Product for purposes other than those intended by Seller in selling the Product to Buyer as provided herein. When Products are made or adapted by Seller in accordance with Buyer's specifications, Buyer will defend, indemnify, and hold Seller, and Seller's officers, employees, and agents, harmless against all costs, claims, and expenses incurred by Seller in respect of the infringement or alleged infringement by such Products of any patents, registered designs, trademarks, copyrights, trade secrets, or other proprietary rights of any other person or entity and not licensed to Buyer. Seller will have the right to participate in the settlement of any such claim or action brought against Seller and defended by Buyer.

16. **CONFIDENTIALITY.** If Seller discloses or grants to Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will treat this information as strictly confidential and will not, directly or indirectly, make use of any such information or disclose such information to any third party at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement, the terms and conditions of such agreement will take precedence over the terms of this section.

17. **LAW AND JURISDICTION.** The Agreement will be governed by and interpreted in accordance with the substantive law of the State of Ohio. Buyer and Seller agree that any legal suit, action, or proceeding, whether to collect payment due hereunder from Buyer or otherwise arising out of or relating to the Agreement may (and, if against Seller, must) be instituted in a State or Federal Court in the City of Cleveland, County of Cuyahoga, and State of Ohio, and Buyer waives any objection which it may have now or hereafter to the venue of any such suit, action or proceeding and hereby irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. Both parties, to the full extent permitted by law, hereby waive any right to trial by jury in any action or proceeding involving the Agreement or any Product or transaction relating thereto.

18. **LIMITATION ON ACTIONS.** No claim or cause of action, other than a claim for payment of amounts owed by Buyer to Seller, arising under the Agreement may be asserted more than one year after the date on which such claim or cause of action arises.

19. **SEVERABILITY.** In the event that any provision hereof will be illegal, invalid or unenforceable, it will not affect the legality, validity or enforceability of any other provision hereof and either the terms of the Agreement (a) will be deemed modified to include provisions replacing those found not to be legal, valid or enforceable with legal, valid and enforceable provisions that are as similar as possible in content and purpose to such illegal, invalid, or unenforceable provision or (b) will be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.

20. **BINDING EFFECT; ASSIGNMENT.** The Agreement will be binding upon inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may not assign any rights or claims, or delegate any duties under the Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller's sole discretion.