

Set forth below are Terms & Conditions of Sale ("Conditions") applicable to all purchases of product from Marcal Manufacturing, LLC dba Soundview Paper Company LLC and/or Soundview Vermont Holdings LLC (collectively, "Soundview").

I. PRICING AND PAYMENT TERMS

- (a) Prices are for shipments as stock permits, or as soon as shipment may be arranged. **Prices applicable are those in effect at the time of acceptance of an order.** Customer is responsible for all taxes that may be applicable with respect to product purchase unless Customer timely provides Soundview with a valid tax exempt certificate.
- (b) All pricing and allowances must be pre-approved in writing by Soundview. Any deductions taken that have not been pre-approved in writing by Soundview, including any deductions that are not applicable to the promotion timeframe and terms, are in violation of these Conditions. Soundview shall not be liable for any promotional allowances submitted by Customer more than 60 days after the date of the promotional event, unless authorized by Soundview in advance in writing.
- (c) Standard Billing Terms for Cash Discount: **2% 13 days if paid via EFT (Electronic Funds Transfer) only, otherwise Net 30 days, from invoice date.** All discounts are calculated based on the sale price less all rebates, discounts, incentives and allowances ("net selling price").
- (d) Unearned cash discounts are in violation of these Conditions and should not be deducted from payment.
- (e) Any deduction taken in violation of these Conditions is an unauthorized deduction and Soundview will seek immediate repayment from Customer. Customer shall pay Soundview's reasonable costs of collection, including attorneys' fees and court costs.
- (f) Delinquent payments and/or unauthorized deductions may result in Soundview suspending Customer's credit limit, revising Customer's payment terms, requiring advance payment prior to shipment and/or canceling Customer's order(s). Delinquent payments shall be subject to post maturity charges of one and one-half percent per month or the highest rate permitted by law at the point of delivery.

II. ORDER SUBMISSION, ACCEPTANCE AND LEAD TIME REQUIREMENTS

- (a) Minimum order quantity for delivered product is a Full Truck Load, which equals at least **30** full size pallets or approximately 3,200 cubic feet of Soundview product. For delivered product, carriers are chosen by Soundview with normal carrier freight prepaid by Soundview.
- (b) Customers who have been approved in advance by Soundview may be extended the privilege of picking up their orders and will be credited off invoice a rate determined by Soundview not to exceed Soundview's defined rate of shipment to the same destination. Customer Pick-Ups must be in compliance in all respects with applicable Soundview policies and procedures.
- (c) Product must be ordered and shipped in full pallet quantity.
- (d) Backorders are not automatically generated. In the event there is not sufficient product available at time of shipment to fulfill Customer's entire order, Soundview will ship available product. Cuts will be made for the unavailable product and Customer will need to add product to its next full truckload purchase order.
- (e) Orders received after 12:00 noon ET will be considered to have been received the next business day. Orders are subject to available inventory and confirmed when delivery is scheduled by Soundview. Orders placed in quantities in excess of forecasted volumes are subject to review and acceptance in writing by Soundview.
- (f) Orders should be submitted via EDI (Electronic Data Interchange), email or fax and must list all pricing and discounts by SKU.
- (g) No order changes or cancellations are accepted within the 48 hours directly preceding the requested ship date without written prior approval by Soundview.

- (h) Changes to orders must be sent via email or fax to the Soundview Customer Service Department. The specific number of the original Purchase Order must be referenced. Change request must list Soundview SKU number, any applicable price change, any additional items, and any existing items to be cancelled, with revised total order weight, cube and case quantity. Soundview will confirm acceptance of changes via email to Customer. If extensive changes are to be made to an existing order, it is recommended that the existing order be canceled and a new order be submitted.
- (i) Unless otherwise agreed, all sales are FOB Soundview's shipping point, and title and risk of loss or damage transfers to Customer at that point.
- (j) Required Information for Order Placement:

- Duns number if EDI	- 10 digit case UPC number	- Product Description
- Purchase Order Number	- Customer Bill to Address	- Customer Ship to Address
- Quantity by SKU	- Total Order Quantity	- Total Weight of Order
- Requested delivery date	- Requested pick up date	- Mode of Transportation
- Delivery Appointment Required	-List pre-set delivery appointments	
- (k) Subject to product availability, Soundview's standard lead time for product being available for shipment is estimated to be 6 business days after order acceptance by Soundview.
- (l) Customer Pick-Up lead time requirements are 72 hours prior to pick-up date and are by appointment only, Monday through Friday, during Soundview's normal business hours (8 am- 6 pm ET). Customer Pick-Ups that are not picked up at the date and time agreed are subject to rescheduling based on Soundview availability and shall not be considered late by Customer.
- (m) Soundview shall have no liability to Customer in the event Soundview is delayed or prevented from delivering product to Customer due to reasons outside its reasonable control, including Acts of God, fire, strikes or other labor disputes, delays in transportation, inability to acquire labor or services on commercially reasonable terms, governmental or other regulatory actions, unplanned shutdowns or malfunctions, or other similar causes.

III. CREDIT APPROVAL

- (a) To avoid delays in the release of orders, Customers should promptly complete and submit Soundview's Credit Approval Form and provide Soundview with all requested financial information prior to order placement.
- (b) All shipments are subject to continued Soundview credit approval.

IV. CUSTOMER PRODUCT RETURNS/REFUSALS AND CHARGES

- (a) Soundview warrants only that products sold to Customer shall conform in all material respects to Soundview's then current Specifications at the time of delivery and shall be sold to Customer free and clear of any and all liens and encumbrances. SOUNDVIEW MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (b) Claims made against Soundview in connection with defective products are subject to inspection by Soundview and must be made in writing and received by Soundview within thirty (30) days after delivery or pick-up (as applicable), or they are waived by Customer. Claims for short shipments or damages that can be observed at the time of delivery or pick-up (as applicable) must be cited on the Bill of Lading signed by the Customer or made in writing and received by Soundview within forty-eight (48) hours after delivery or pick-up (as applicable), or they are waived.
- (c) Product returns and refusals are accepted only when product is materially damaged prior to Customer delivery or pick-up (as applicable), incorrect SKU is delivered or product is delivered to incorrect shipping address. Customer must notify Soundview of a return or refusal at the time of delivery or pick-up. If refusal does not meet these conditions, all charges associated with refusal will be borne by the Customer.
- (d) Notwithstanding anything herein to the contrary, in no event shall Soundview be liable for (i) lost profits or any special, incidental, indirect or consequential damages, or (ii) any amount in excess of the purchase price paid by Customer to Soundview for the products.
- (e) Return credits will be granted at the applicable net selling price for the product.
- (f) Seven business days lead time is required on all authorized returns to arrange transportation.

- (g) A Return Authorization # (RA#) is mandatory for a return. Customer must contact Soundview Customer Service. Soundview Customer Service will obtain authorization from a Sales Vice President to obtain the Return Authorization # and will supply to Customer.
- (h) Soundview will accept responsibility of freight charges incurred only as a result of an authorized refusal or return. A Return Authorization # must be secured from Soundview in advance. Contact your Soundview Sales Representative for details.
- (i) Customer charges, not pre-approved in writing, are in violation of these Conditions and should not be deducted from payment. Any deduction taken in violation of these Conditions is an unauthorized deduction and Soundview will seek immediate repayment from Customer. Any unauthorized deductions may result in Soundview suspending Customer's credit limit, revising Customer's payment terms, requiring advance payment prior to shipment and/or canceling Customer's order(s).

V. GENERAL PROVISIONS

- (a) These Conditions bind Customer regarding the purchase of product from Soundview and supersede all prior agreements, proposals and discussions between Customer and Soundview with respect to the purchase of products from Soundview, other than a written agreement signed by both Soundview and Customer. These Conditions are deemed accepted by Customer upon placement of any order for product from Soundview and any terms or conditions appearing or incorporated in any purchase order or other document issued by or on behalf of Customer that differ from the terms and conditions set forth in these Conditions shall be deemed rejected and are ineffective, unless in each case, a duly authorized officer of Soundview agrees to be bound by such additional, different or inconsistent terms or conditions in a writing signed by such officer that expressly references this Paragraph.
- (b) Soundview reserves the right to amend or modify these Conditions at any time without prior notice. The current version of these Conditions may be found at Soundview's website (www.soundviewpaper.com/termsandconditions) and is otherwise available upon request. No waiver of any provision of these Conditions shall be valid unless the same is in writing and signed by Soundview.
- (c) These Conditions represent the entire agreement between Soundview and Customer with respect to the terms set forth herein and are subject to New Jersey law. All claims related to product supplied by Soundview to Customer must be brought in the State and Federal Courts in New Jersey.