

VENDOR TERMS AND CONDITIONS

1. These Terms and Conditions (“Terms”) are an agreement between Buyer and Seller with respect to Buyer’s purchase of goods and/or services from Seller. These Terms supersede all prior agreements, proposals, and discussions between Buyer and Seller with respect to Buyer’s purchase of goods and/or services from Seller, other than a written agreement signed by an authorized officer of both Buyer and Seller. No terms appearing in any Seller proposals, order acknowledgments, invoices, terms, or other Seller documents shall be binding upon Buyer. Buyer reserves the right to amend these Terms at any time without prior notice. The current version of these Terms can be found at Buyer’s website (<https://www.marcalpaper.com/termsandconditions/>) or upon written request to Buyer by Seller. For purposes hereof, “Buyer” means the Marcal entity issuing the order. In no event shall any entity other than the entity issuing the order be liable for the obligations of Buyer with respect thereto.

2. Seller represents, covenants and warrants: (a) the goods and services shall be free from defects in title, liens, encumbrances, and third-party claims; (b) the goods and services, including all packaging and labeling of the goods and services, shall comply with all applicable laws and regulations and conform to all specifications, performance guarantees, and warranties; (c) the goods shall be merchantable, fit and sufficient for the particular purpose intended, and free from manufacturing and design defects; (d) the services shall be completed in a good and workmanlike manner in accordance with industry standards and shall be free from faults; and (e) the goods and services (including, without limitation, their use) shall not infringe or violate any patent, trademark, copyright, trade secret, nondisclosure or other proprietary right. Buyer may inspect and reject defective or nonconforming goods and, at Buyer’s option, either return such rejected goods at Seller’s expense or hold them pending Seller’s reasonable instructions, and Seller shall reimburse Buyer all costs incurred by Buyer in connection with the defective or nonconforming goods, including reimbursing Buyer the purchase price paid by Buyer for such goods. Buyer may require Seller to correct defective or non-conforming services or Buyer may have same corrected by others, and, in either event, Seller shall bear all costs of such correction and any damages or expenses caused by such defective or non-conforming services. Buyer may require Seller to provide a license for, replace, or accept return of, infringing goods and services, at Seller’s expense. Seller agrees to indemnify, defend and hold harmless Buyer and its affiliates from any claim, loss or expense, of any nature, arising out of or incident to these Terms, the goods, and/ or the services, except if any such claim, loss, or expense is solely caused by the gross negligence or willful misconduct of Buyer, as determined in the final judgment of a court of competent jurisdiction.

3. Seller’s obligation to meet the delivery dates, specifications and quantities, as set forth in the order, is of the essence to the agreement. Buyer may cancel the order for Seller’s failure to timely meet such requirements and Seller shall be responsible for any loss or claim against Buyer or its affiliates arising out of Seller’s failure to meet same.

4. Buyer may, at its option, either terminate, cancel or extend the date of delivery of all or any part of the order that Seller has not yet shipped (if goods) or performed (if services).

5. Unless otherwise agreed in writing: (a) all goods shall be delivered by Seller to Buyer DDP Buyer’s facility (Incoterms 2010) (and risk of loss in all goods shall pass to Buyer in accordance therewith); (b) title to all goods shall transfer to Buyer concurrently with the passage of risk of loss; (c) Buyer is purchasing the goods on a duty-paid basis after entry and expressly declines to serve as importer of record; and (d) Seller is responsible for any importation of the goods (and for all aspects of customs clearance, payment of any and all duties and/or fees (whether due at entry, after entry, at liquidation, or after liquidation), and compliance with all applicable laws and regulations, in connection therewith), and Seller or its agent shall serve as importer of record and be identified as such on all customs forms. Seller warrants that it is able to comply with this section.

6. Buyer may set off any amount payable by Buyer to Seller against any amount payable by Seller to Buyer pursuant to the order or otherwise. For the purpose of determining the timeliness of Buyer’s payments hereunder, payments transmitted via electronic funds transfer (“EFT”) will be deemed received by Seller upon Buyer’s initiation of such EFT and payments made via check will be deemed received by Seller upon Buyer’s deposit of such check in the mail.

7. The remedies herein are cumulative and in addition to any remedies provided in law or equity. No waiver of any provision of these Terms shall be

valid unless the same is in writing and signed by Buyer. These Terms, any order, and any cause of action thereunder, shall be construed, interpreted and enforceable in accordance with the domestic substantive laws of the State of New Jersey and all claims related to goods and/or services ordered by Buyer must be brought only in the State and Federal Courts in New Jersey. All terms contained in these Terms or any order that by their nature or effect are required or intended to be observed, kept, or performed after the termination or expiration of either of the aforementioned, shall survive and remain binding upon and for the benefit of the parties and their permitted successors in interest. In no event shall Buyer be liable for lost profits or any special, incidental, indirect or consequential damages, even if Buyer is advised of the possibility of the same, or any amount in excess of the purchase price paid by Buyer to Seller for the goods or services.

8. Unless authorized in writing by Buyer, Seller shall maintain in confidence, shall not disclose to others, and shall not take or use, apart from performance of an order submitted by Buyer, any non-public, proprietary, or confidential information of or relating to Buyer or any third party that Seller becomes aware of in connection with the order (“Confidential Information”). Any separate agreement between Buyer and Seller regarding Confidential Information shall control to the extent of any conflict with these Terms. Seller shall not use any name, trade name, logo, trademark or service mark of Buyer or its affiliates, or publish or represent directly or indirectly that any goods or services offered by Seller have been approved, used or endorsed by Buyer or its affiliates unless authorized in writing by Buyer.

9. Buyer (or its designated affiliate) shall own any work product or deliverable of any kind in any form that Seller, or its employees, agents, or contractors, either alone or in combination with others, creates, conceives, develops, reduces to practice, or fixes in tangible medium in performance of this order or using Confidential Information (collectively, “Work Product”), and Seller hereby irrevocably assigns to Buyer (or its designated affiliate) all present and future intellectual property, proprietary, and legal rights in and to Work Product, including, without limitation, all patent, copyright, trademark, and trade secret rights. Seller acknowledges that all Work Product shall be proprietary to Buyer (or its designated affiliate) and shall be used by Seller for the benefit of Buyer (or its designated affiliate) only, and Seller shall not disclose, copy, or use Work Product except as authorized in writing by Buyer. Notwithstanding the foregoing, to the extent the goods or services existed separate and apart from the order and were not developed, designed, customized or modified by Seller for Buyer in performance of the order, Seller shall retain any intellectual property rights it owns or enjoys with respect thereto, and Seller hereby grants to Buyer (or its designated affiliate) a non-exclusive, royalty-free worldwide license to any intellectual property of Seller required or useful to exploit or practice the goods or services. Except as otherwise set forth herein, these Terms shall not be interpreted to transfer any pre-existing intellectual property rights from either party to the other.

10. At its own expense, Seller shall maintain such types and amounts of insurance, and with such insurers, as shall be required by Buyer and which, at a minimum, shall be compliant with applicable law. Such insurance shall list Buyer and its affiliates as additional insureds and provide coverage on an “occurrence” policy form acceptable to Buyer. The coverage afforded under such insurance policies shall be primary and non-contributory to any other insurance available to Buyer or its affiliates. All such policies shall provide that the same shall not be canceled or modified without first giving Buyer 30 days’ prior written notice. No such cancellation or modification shall affect Seller’s obligation to maintain the coverages required hereunder. If requested by Buyer, Seller shall provide a certificate of insurance and additional insured endorsement satisfactory to Buyer evidencing such insurance coverage. Buyer’s acceptance of any insurance certificate shall not constitute acceptance of the adequacy of coverage or compliance with the requirements of these Terms. Seller waives all rights of subrogation that it or the insurers may have against Buyer or its affiliates arising out of insured claims under such policies. These obligations to maintain insurance shall not limit or modify in any way any of Seller’s other obligations under these Terms.

11. Seller shall not subcontract any portion of the services without Buyer’s prior written consent. Seller shall operate as an independent contractor and not as an agent, employee, servant or representative of Buyer or any of its affiliates. Seller may not assign its interest in any order for goods or services, or these Terms, whether by operation of law or otherwise, without the prior written consent of Buyer.