

STANDARD CONDITIONS GOVERNING ALL CONTRACTS AND ORDERS

1. **ACCEPTANCE:** All contracts and orders are subject to approval and acceptance by Thilmany Papers or International Converter (hereinafter called the "Seller"). Seller's acceptance of this order is expressly conditioned on the Purchaser's assent to the terms and conditions set forth below and on the face of this acknowledgement, which terms and conditions shall supersede any contrary provision in any purchase order and other communication from the Purchaser. Such assent shall be deemed given unless the Purchaser shall notify Seller in writing to the contrary within a reasonable time after receipt of this acknowledgement and in any event prior to the Seller's performance of shipment of any part of such order.
2. **PRICES:** The prices stated herein for materials and other items shall be invoiced at the Seller's prices and charges in effect at the time of shipment. Unless otherwise stated, the sales prices specified herein do not include any federal, state or local taxes (including, without limitation, sales, use, excise, manufacturing, receipts, gross income, occupation and similar taxes or charges upon this transaction by any government authority). Wherever applicable such taxes or charges will be for the account of the Purchaser.
3. **TITLE – RISK OF LOSS:** Title, possession, and risk of loss or damages in transit or otherwise, pass to the Purchaser at the Seller's mill upon delivery to any truck or carrier. The Purchaser waives any right to modify the shipping contract.
4. **NON-WARRANTY - CLAIMS:** Seller expressly warrants that the materials to be supplied hereunder will (a) be free from defects in workmanship and (b) conform to the description on the face hereof. THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS, OR IMPLIED, WITH RESPECT TO SAID MATERIALS (EXCEPT WARRANTIES OF TITLE). Particularly, since these materials are processed or used under conditions beyond Seller's control, SELLER MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE MERCHANTABILITY OF SAID MATERIALS, OR WITH RESPECT TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE. Said materials are supplied on the understanding that the Purchaser alone determines the suitability of the materials for their intended use. Seller shall in no event be liable to anyone for any special, indirect, contingent, incidental or consequential damages resulting from any breach of warranty on its part or for failure to deliver or otherwise hereunder. Seller's obligation and liability with respect to any such breach of warranty shall be limited, at Seller's option, either to repayment of the purchase price received by the Seller for the materials involved, or to the substitution thereof of materials conforming to such warranty. Claims for any cause whatsoever must be made by the Purchaser in the form of written notice to the Seller, given within sixty (60) days from the date of delivery of the materials to the Purchaser. Seller shall be given reasonable opportunity to investigate all claims, and no materials may be returned by Purchaser to Seller until after receipt by Purchaser of definite shipping instruction from Seller.
5. **DELIVERY:** Seller shall make shipments as near to the expected ready date as possible, but no rights shall accrue to Purchaser hereunder by reason of Seller's delay in shipping on such expected ready date. Seller shall not be liable for any loss or damage resulting from failure or delays in delivery by any cause whatsoever which is beyond Seller's control (such as acts of God, strikes or labor trouble, governmental regulations, war, delays in obtaining materials, equipment or transportation). The Purchaser shall be liable for the added costs of storage, handling and carrying of materials at the Seller's mill when shipments are postponed or delayed at Purchaser's request. Seller reserves the right to add to the selling price handling, delivery, and administrative charges, not to exceed published freight charges.
6. **CHANGE - CANCELLATIONS:** Seller assumes no responsibility for any changes in quantities, specifications, sizes, descriptions, etc., unless such changes are confirmed in writing by Purchaser and accepted in writing by Seller. Purchaser shall be liable for any loss, including reasonable profit suffered by Seller by reason of Purchaser's cancellation of materials ordered.
7. **QUANTITIES:** Orders for specially manufactured or printed materials are subject to variations (overruns or underruns) from stated quantities. The amounts of variation are established by trade practice or are set forth in Seller's published information. Purchaser shall accept delivery of quantities shipped which are within either of these limits.
8. **SUBSTITUTES:** Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.
9. **INDEMNIFICATION:** Purchaser shall indemnify Seller from and against any claims for infringement of patents, copyrights or trademarks, or from unfair competition claims based upon any design, legend or other matter, whether or not prepared by the Seller, printed upon the materials at the Purchaser's request.
10. **TERMS:** Seller shall have the right to require full cash payment in advance before making shipment, regardless of the terms shown on the face of this acknowledgement. If Purchaser shall default in any of the terms of any order or payment, or if the financial responsibility of the Purchaser shall at any time become impaired or unsatisfactory to Seller, Seller shall have the right to terminate this contract without notice, or to defer or discontinue further shipments hereunder.
11. **COLORS:** Shades and colors of materials and printing will be duplicated as nearly as possible to samples and between runs but exact duplication is not guaranteed.
12. **CLERICAL ERRORS:** Stenographic and clerical errors are subject to correction.