

## **PURCHASE ORDER TERMS AND CONDITIONS:**

These terms and conditions shall apply to the Purchase Order between the parties. However, if the parties have a written contract governing the goods and/or services to be provided under the Purchase Order, then such contract will supersede any conflicting terms.

### **GENERAL CAUTION:**

Contractor acknowledges that hazardous materials and wastes may be present in work areas involved in the performance of this Purchase Order and that applicable laws and regulations require specialized training and/or the use of personal protective equipment for entry into designated portions of Arcwood's or its customer's premises, as applicable. Contractor shall be solely responsible for ensuring its employees, agents and/or subcontractors are trained and equipped in accordance with said laws and regulations if the services require Contractor to be in these areas.

**1.) Contract.** This Purchase Order, when accepted by Contractor either in writing or by shipment of any goods or other commencement of performance hereunder, constitutes the entire contract between Contractor and Arcwood concerning its subject matter and neither any contrary nor additional conditions when specified by Contractor nor any subsequent amendment or supplement shall have any effect without Arcwood's written approval. Notwithstanding the foregoing, this clause shall not apply if the parties have a written contract which applies to the goods/services provided under this Purchase Order. In such case, such contract will supersede any conflicting terms.

**2.) Quality Assurance.** All goods and services furnished shall be of good quality and free from any defects and shall at all times be subject to Arcwood's inspection, but neither Arcwood's inspection nor failure to inspect shall relieve Contractor of any obligations hereunder. If, in Arcwood's opinion, any goods or services fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance of payment by Arcwood shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law.

**3.) Taxes.** Contractor shall be responsible for the payment of all applicable taxes covering its employees, including withholding, social security deductions and unemployment taxes. Unless otherwise stated in the Purchase Order, Contractor shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on, or with respect to, or measured by the goods or services furnished hereunder and Contractor shall indemnify Arcwood against any liability and expense by reason of Contractor's failure to pay the same.

**4.) Compliance.** Contractor shall comply fully with all applicable laws, ordinances, rules and regulations and, when requested, shall

furnish evidence satisfactory to Arcwood of such compliance. In addition, Contractor agrees to comply with Arcwood's Supplier Code of Conduct as identified at <https://www.arcwoodenviro.com/supplier/>.

**5.) Infringement.** Contractor shall indemnify and defend Arcwood and its customer against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from and/or arising in connection with the manufacture, sale, normal use or other normal disposition of the goods or services furnished hereunder. Arcwood may participate in the defense of any such claim or suit without relieving Contractor of any obligation hereunder.

**6.) Assignment and Subcontracting.** Neither this Purchase Order nor any claim against Arcwood either directly or indirectly out of or in connection with this Purchase Order shall be assignable by Contractor or by operation of law, nor shall Contractor subcontract obligations hereunder without Arcwood's prior written consent.

**7.) Default.** If Contractor or any of its subcontractors materially breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding voluntarily or involuntarily, or makes an assignment for the benefit of creditors, Arcwood shall have the right, in addition to any other rights it may have hereunder or by law to terminate this Purchase Order by giving Contractor written notice, whereby a) Arcwood shall be relieved of all further obligation hereunder, except to pay reasonable value of Contractor's prior performance, but not more than the contract price and b) title to any product(s) of Contractor's services, whether completed or partially completed, as well as all materials prepared, procured or set aside by Contractor for use in the services, shall, at Arcwood's option upon such written notice to Contractor, vest in Arcwood and c) Arcwood may at its option, complete performance of the services, in which event, Contractor shall be liable to Arcwood for all costs incurred by Arcwood completing such performance in excess of the contract price (whether or not Arcwood exercised its option in section b). Time is of the essence hereof, and Arcwood's right to require performance by Contractor shall not be affected by any waiver, forbearance or course of dealing.

**8.) Pricing and Payment Terms.** Arcwood shall pay Contractor within ninety (90) days of receipt of an approved invoice. Contractor shall provide the services at the prices agreed to by Arcwood, and upon the terms stated in this Purchase Order, unless otherwise agreed in writing by Arcwood. Contractor must submit all invoices within ninety (90) days of the date services are performed/goods provided. Arcwood will not be required to pay for any invoice received more than ninety (90) days after services are performed/goods are provided. The pricing shall remain firm for one (1) year or as otherwise agreed to by the parties in writing. Thereafter, Contractor has the right to change its standard pricing once annually with ninety (90) days written notice to Arcwood by sending a substitute price schedule to Arcwood and is dependent upon acceptance by Arcwood in writing.

**9.) Rebate Terms.** If applicable, all rebates paid by the Contractor shall be payable within thirty (30) days of the receipt of the material by Contractor. All rebates and payments submitted by Contractor to Arcwood shall clearly delineate the compensation amount, the respective quantities, the applicable unit rates or lump sums, arithmetic extensions of the amount claimed, or other information as Arcwood may reasonably request. Rebates shall reference the Arcwood's name and include other relevant information (e.g., copies of manifests, certificates of destruction, shipping documents, or relevant identification numbers).

**10.) Withholding.** Arcwood shall have the right to withhold any money payable by it hereunder and apply the same to payment of any obligations of Contractor to Arcwood or any other parties arising in any way out of Contractor's performance.

**11.) Excuses.** Contractor or Arcwood shall be excused from performance of the obligations hereunder when and to the extent that such performance is delayed or prevented (and, in Arcwood's case, its need for the goods or services is reduced or eliminated) by any circumstances reasonably beyond its control, including by fire, explosion, any strike or labor dispute or any act of omission or a Governmental authority.

**12.) Performance.** Contractor shall perform all services diligently, carefully and in accordance with the highest industry standards, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore, shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all services performed or goods supplied by its subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor and not in the name of, or as agent for Arcwood.

**13.) Liability—Indemnity.** Contractor shall be solely responsible for all materials, equipment and services until the services are completed to Arcwood's satisfaction. Contractor shall be solely responsible for tools, equipment and other property owned, rented or leased by Contractor or any subcontractor or employee of either which are not to be incorporated in the work.

Except as identified above and to the fullest extent permissible by law, Contractor shall defend, indemnify and hold harmless Arcwood, its customer, and each of their subsidiaries and affiliates and their respective directors, officers, employees, and agents, from and against any and all causes of action, claims, losses, damages, fines, penalties, suits, fees, judgments, costs and expenses, including reasonable consultants' fees and attorneys' fees, (collectively "Claims") asserted by any parties and/or non-parties to this Purchase Order which it may hereafter incur, become responsible for or payout, including, but not limited to, as a result of death or bodily injury to any person, destruction or damage to any property (including the person or property of Arcwood or its employees), contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, including, without limitation, Claims arising

under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), RCRA, TSCA, HMTA, the Clean Water Act, the Clean Air Act and the EPA and/or any other similar international, provincial, federal, state or local statutes or regulations, arising from or related to without limitation: (1) the acts or omissions of Contractor and its subcontractors and each of its directors, officers, employees and agents; (2) any negligent act, error or omission or willful misconduct of Contractor, its subcontractors, and each of its respective directors, officers, employees, and agents; (3) the disposition of any material which has been accepted by Contractor hereunder; (4) Contractor's failure to comply with the terms of this Purchase Order or breach of any warranty by Contractor hereunder; (5) the creation, existence, dispersal, discharge, escape, spill, leak, release or saturation of any type of hazardous waste, material, chemical, liquid, gas, or any other substances, irritants, contaminants or pollutants and whether or not sudden, latent or patent; (6) Contractor's or its subcontractor's violation of any law, rule or regulation; and (7) actual or alleged infringement of any patent, copyright or trademark resulting from and/or arising in connection with the provision of goods or services under this Purchase Order. Arcwood may participate in the defense of any such claim or suit without relieving Contractor of any obligation hereunder.

**14.) Waiver of Consequential Damages/Limitation of Liability.** IN NO EVENT SHALL ARCWOOD (AND/OR ANY OF ITS AFFILIATES) BE LIABLE TO CONTRACTOR FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ARCWOOD (AND/OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL ARCWOOD'S (TOGETHER WITH ITS AFFILIATES) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY ARCWOOD TO CONTRACTOR PURSUANT TO THIS PURCHASE ORDER IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**15.) Insurance.**

- a. Comprehensive General Liability Insurance of \$1,000,000 each occurrence and \$2,000,000 in the aggregate
- b. Automobile Liability of \$1,000,000
- c. Umbrella Liability of \$5,000,000 each occurrence and aggregate.
- d. Workers Compensation Insurance Statutory and Employers Liability Insurance—limit of \$1,000,000 each accident and \$1,000,000 for disease each employee & Limit. Worker's compensation is required even for jurisdictions or employment types where exempt by statute.
- e. Contractors Pollution Liability (if applicable and includes Professional Liability, and Non-Owned Disposal site pollution liability, as appropriate) of \$5,000,000 each occurrence and aggregate.
- f. Pollution legal Liability – including Non-owned Disposal site pollution liability (if applicable) of \$5,000,000 each occurrence, \$8,000,000 aggregate.

**Policy to be Endorsed as follows with applicable insurance coverage from above:**

1. Arcwood and any contractually required entities as additional insured: **a, b, c, e & f**
2. Waiver of Subrogation in favor of Arcwood and its Insurers: **a, b, c, d, e & f**
3. Contractor's insurance as primary and non-contributory: **a, b, c, e & f**
4. Deletion of the Exclusions of coverage for the "XCU": **a**
5. A Per Project and Per Location Aggregate: **a**
6. Coverage for ongoing, completed operations and contractual liability: **a**
7. Coverage for owned, leased, non-owned and hired vehicles: **b**
8. Coverage to follow form including coverage enhancements: **c**
9. Coverage is to be included for gradual, sudden and accidental pollution: **b, e and f**

**APPLICABLE TO ALL POLICIES:**

Contractor shall maintain Insurance Policies comparable in coverage and limits (at the minimum) to the above listed requirements or those required by Arcwood, whichever provides greater coverages, limits or enhancements. The referenced policies shall provide such coverage to fulfill Contractor's obligations with regard to the indemnification requirements contained in this document and any claim, damage, loss, or expense described in this contract. Liability Insurance shall be carried on an occurrence basis.

Additional Insured status shall include Arcwood, its affiliates and subsidiaries, its customers and all entities required by the contract and the respective officers, directors, consultants, agents and employees of each. Prior to commencing services, and in no event later than 14 days after execution of the Purchase Order, Contractor shall deliver a Certificate of Insurance from insurance company(ies) acceptable to Arcwood. Said Certificate shall confirm compliance with ALL Insurance requirements. Contractor shall provide that no cancellation or non-renewal of any of the required policies shall be effective until thirty (30) days written notice to Arcwood.

The amounts of insurance (including endorsements thereto) carried in compliance with these requirements are not to be construed as either a limitation or satisfaction of Contractor's liability.

**16.) Use of Premises.** Contractor shall perform all services in such manner as to cause minimum interference with the operations of Arcwood, its customer (if applicable) and of its contractors on the premises and shall take and cause Contractor's and its subcontractor's employees, agents, licensees, and permittees to take all necessary precautions (including those required by Arcwood safety regulations and Arcwood's Contractor or its customer's Safety Guide) to protect the premises and all persons and property thereon from damage or injury. Contractor shall leave the premises clean and free of equipment, waste materials and rubbish. A list of hazardous materials present on the Arcwood's or its customer's premises and applicable Material Safety Data Sheets are maintained on Arcwood's or its customer's premises. Contractor is solely responsible for conveying this information to its employees, agents and/or subcontractors, as

may be necessary. In the event Contractor's employees, agents and/or subcontractors are required to handle hazardous or unlabeled materials to perform this Purchase Order, Contractor must contact Arcwood's Plant Manager or Site Safety Director prior to proceeding.

**17.) Additional Warranties.** If Contractor is providing goods under this Purchase Order, Contractor warrants that the goods are new, in good working order and condition, and free from all faults and defects in design, workmanship and materials, fit for Arcwood's or its customer's intended purpose, and will conform to the applicable laws of the location where the goods are intended to be used. In addition, Contractor agrees to transfer any manufacturer's warranties or guarantees provided by the original suppliers. Contractor warrants that such warranties are transferable to Arcwood and its customer (as applicable) and title will be free from any security interest, lien or other encumbrance.

**18.) Bills and Liens.** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the services. Contractor shall not be entitled to receive final payment from Arcwood, until Contractor furnishes evidence satisfactory to Arcwood of full payment of such indebtedness. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does attach, Contractor shall promptly procure a release and indemnify Arcwood against all damage and expense incident to the lien.

**19.) Changes.** Contractor shall make no change in the services or perform any additional services without Arcwood's specific written approval.

**20.) Individual Subsidiary or Affiliate Responsibility.** Each Arcwood subsidiary or affiliate shall each be individually responsible for its own actions or inactions as it pertains to each company's individual service requests with Contractor as if such Arcwood subsidiary or affiliate were "Arcwood" under these terms and conditions. Each Arcwood company affiliate or subsidiary shall not be jointly or jointly and severally responsible for each other's actions or inactions, and has no responsibility for any liability of the other affiliate or subsidiary for any obligation or for the failure of each other to perform its obligations under terms and conditions of this Purchase Order.

**21.) Affirmative Action.** When applicable, Seller and subcontractor shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A.

**When applicable, this contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**When applicable, this contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability,**

**and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**22.) Independent Contractor.** Contractor and its contractors, subcontractors, materialmen, suppliers and employees are and shall be deemed to be an independent contractor and not an agent, employee, partner or joint venturer of Arcwood. Contractor shall furnish at its own cost and expense, all of the labor, supervision, materials, equipment, services, transportation, tools, machinery, appliances, fuel, heat, utilities, supplies and other facilities and items, including such health protection devices and training as are necessary for the lawful and proper performance and completion of the Services. Contractor shall be solely responsible for the safety of its employees. Contractor shall have exclusive liability for the payment of any wages, salaries or other remunerations paid to any and all persons employed by Contractor in connection with the performance of the Services. Contractor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes now and hereafter required by law or regulation as to all personnel engaged in the performance of its obligations under this Purchase Order and agrees to comply with all applicable laws and regulations relating to Social Security, unemployment compensation, occupational safety and health, affirmative action, equal employment opportunity, and other laws, regulations, and orders of like nature.

**23.) Confidentiality.** Contractor shall not disclose confidential information, which includes any information which Contractor is exposed related to this Purchase Order, Arcwood and its customer, except as noted below. Contractor shall not use confidential information except to perform the services hereunder. If any legal

proceedings including, but not limited to, any subpoenas, notices of deposition or other discovery requests are instituted to obtain confidential information, Contractor shall immediately notify Arcwood in writing. Contractor shall have no obligation to oppose any legal proceedings to obtain confidential information. In the event Arcwood opposes such legal proceedings, it shall do so at its own expense. The obligations of confidentiality do not apply to information which: (1) is or becomes generally known to the public other than as a result of a disclosure by Contractor or its agents or (2) was in the Contractor's possession or became available to Contractor prior to it being furnished to the Contractor by or on behalf of Arcwood. Contractor shall inform Arcwood of any breach of this clause at any time.

If Arcwood requests information from Contractor which Contractor deems to be confidential then a separate agreement shall be entered into by the parties to safeguard and protect the confidentiality of said information. In addition, Contractor also shall not use Arcwood's or its customer's name in connection with any marketing or promotional materials without Arcwood's prior, express, written permission.

**24.) Termination.** Arcwood may terminate this Purchase Order for any reason with written notice to Contractor. In the event of such termination, Arcwood shall pay Contractor for all non-disputed services performed by Contractor through said termination for which payment has not already been made.

**25.) Severability.** The terms, provisions, covenants and portions thereof herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any term shall in no manner affect or impair the validity or enforceability of the remainder hereof.