



CANADIAN KRAFT PAPER INDUSTRIES LTD.
General Terms and Conditions of Purchase

The following General Terms and Conditions of Purchase (the “General Terms”) apply to all purchase orders (each a “Purchase Order”) issued by Canadian Kraft Paper Industries Ltd. to providers (“Seller(s)”) of goods and services (“Goods or Services”). These General Terms may be revised from time to time and, upon revision, shall apply to Purchase Orders issued after the revision date. The term Purchase Order throughout shall refer to each Purchase Order issued by Canadian Kraft Paper Industries Ltd. as modified by these General Terms.

1. **ACCEPTANCE:** The Purchase Order and these General Terms which are incorporated herein by reference, are the exclusive agreement between Canadian Kraft Paper Industries Ltd. (“Canadian Kraft Paper”) and Seller. Any terms and conditions that differ from the Purchase Order and these General Terms are null and void unless accepted in writing by Canadian Kraft Paper. The Purchase Order will be deemed accepted upon the earlier of (1) commencement of performance under the Purchase Order; (2) Seller’s written acknowledgment of acceptance of the Purchase Order; (3) delivering any part of the Goods or Services to Canadian Kraft Paper; or (4) accepting any payment made by Canadian Kraft Paper. Should a Long-Term Agreement (“LTA”) be established between Canadian Kraft Paper and Seller for the goods or services ordered under a Purchase Order, such LTA is hereby incorporated by reference. Such LTA may include conflicting Terms and Conditions of Purchase; however, the Order of Precedence will be clearly established within any such LTA.
2. **PRICE, CURRENCY & COMPETITIVE PRICE ASSURANCE**
 - 2.1. **PRICE.** Seller warrants that the price for the goods or services requested by the Purchase Order is equal to or less than the lowest price offered by Seller to any other existing or potential competitors of Canadian Kraft Paper for comparable items or services at comparable quantities.
 - 2.2. **CURRENCY.** All prices and all payments will be made in the currency set out on the face of the Purchase Order. No price adjustments will be made for changes to or fluctuations in currency exchange rates.
 - 2.3. **COMPETITIVE PRICE ASSURANCE:** Notwithstanding any formal agreement or contract, Canadian Kraft Paper reserves the right to challenge and renegotiate the prices specified in a Purchase Order if it becomes aware of more competitive legitimate prices for the same goods or services in the marketplace. The Company shall notify the Seller in writing of its intent to initiate a price challenge, providing reasonable evidence of the more competitive prices identified. Upon receipt of such notice, both parties shall enter good faith negotiations to amend the pricing terms of the Purchase Order to reflect the more competitive prices identified in the market. If the parties fail to reach a mutually acceptable agreement within thirty (30) days from the date of the notice, the Company may, at its discretion, terminate any Purchase Order or agreement upon thirty (30) days prior written notice to the Seller. It is understood that the term "more competitive legitimate prices" refers to prices that can be substantiated through credible sources or competitive market analysis. Any proposed price adjustments shall not be applied retroactively, and the parties shall continue to honor the existing pricing terms until a mutually acceptable amendment is reached.
3. **PAYMENT:** Except as otherwise set out in the Purchase Order, payment terms will be Net Ninety (90) days, after the later of (1) receipt by Canadian Kraft Paper of acceptable Goods or Services; (2) receipt by Canadian Kraft Paper of proper invoice; or (3) scheduled delivery date of the Goods or Services.

Seller shall issue an invoice with each shipment, which must contain Canadian Kraft Paper’s Purchase Order number and refer to Canadian Kraft Paper’s legal name: Canadian Kraft Paper Industries Ltd. Seller shall submit the invoice electronically to ckpap@ckpi.com.

4. **TIME OF DELIVERY:** When specified in the Purchase Order with terms such as “no later than” or “within ___ days” or words of like import, time shall be of the essence for the Purchase Order. Seller shall strictly adhere to the shipment, delivery, or completion schedules specified in the Purchase Order. Seller may deliver Goods up to ten (10) calendar days before the scheduled delivery dates; Goods shipped to Canadian Kraft Paper any earlier may be returned to Seller at Seller’s risk and expense. Canadian Kraft Paper reserves the right to refuse or return at Seller’s risk and expense shipments after any required delivery dates outlined in the Purchase Order. In the event of any anticipated or actual delay, Seller shall promptly:



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(1) notify Canadian Kraft Paper in writing of the delay; (2) provide written reasons for the delay and actions being taken to overcome or minimize the delay; and (3) provide Canadian Kraft Paper with a written recovery schedule. At Canadian Kraft Paper's request, Seller shall ship Goods via air or other expedited routing to avoid or minimize the delay as much as possible. Seller shall be responsible for the costs of the expedited transportation and for coordinating the deliveries. Canadian Kraft Paper may recover from Seller any damages, penalties, losses, costs, or expenses suffered by Canadian Kraft Paper because of Seller's delay. Seller's failure to meet scheduled on-dock dates shall be a material breach and grounds for termination. See "Termination for Default". Nothing in this Section 4 limits or restricts Canadian Kraft Paper's rights, remedies, or damages available under the Purchase Order, at law or in equity.

5. **SHIPPING:** The price stated in the Purchase Order includes all packaging costs. Seller shall pack the Goods to prevent damage, loss, and deterioration, considering the method of shipment, shipment location, the destination of receipt, and time associated with shipment. Seller shall comply with carrier tariffs. Canadian Kraft Paper will determine the preferred carrier for shipping Goods, and Seller shall comply by utilizing Canadian Kraft Paper's Preferred Carrier Program for all shipments. Risk of loss shall transfer upon the later of actual delivery of the Goods in accordance with the applicable Incoterm specified in the Purchase Order and acceptance of the Goods by Canadian Kraft Paper. Title shall transfer at the same time as risk of loss. The price will include shipping charges for Goods in accordance with the applicable Incoterm specified in the Purchase Order.

For Products shipped domestically, Seller shall make no declaration concerning the value of the Goods shipped, except on Goods where the tariff rating is dependent upon released or declared value. In such event, Seller shall release or declare such value at the maximum value within the lowest rating. Canadian Kraft Paper may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging up to and including the value of the Goods at the time of receipt. Seller shall comply with any special instructions stated in this Purchase Order. Scheduled dates on the Purchase Order are when the Goods will be received at the Canadian Kraft Paper dock designated on the face of the Purchase Order.

- 5.1. **SHIPPING DOCUMENTATION:** Shipments by Seller must include packing sheets. Each packing sheet must include, at a minimum, the following: a) Seller's name, address, phone number, and Seller code number; b) Purchase Order and line number; c) item number shown on the Purchase Order and description; d) ship date for the Goods; e) total quantity shipped and quantity in each container, if applicable; f) legible pack slip number; g) nomenclature; h) unit of measure; i) "Ship To" information; j) warranty data and certification, as applicable; k) serial number(s), as applicable; l) rejection tag number if applicable.
- 5.2. **SHIPMENT OF HAZARDOUS / NON-HAZARDOUS MATERIAL:** A shipment containing hazardous and non-hazardous materials must have separate packing sheets for the hazardous and non-hazardous materials. Items shipped on the same day will be consolidated on one bill of lading or airway bill unless Canadian Kraft Paper's Buyer authorizes otherwise. The shipping documents will describe the material according to the applicable classification or tariff rating and include the Material Safety Data Sheets (MSDS). The total number of shipping containers will be referenced on all shipping documents. Originals of all government bills of lading will be surrendered to the origin carrier at the time of shipment.
- 5.3. **CANADA BORDER SERVICES AGENCY INFORMATION:** For international shipments into Canada, Seller must include, as a minimum, the following information:
- a. Full name & address of the shipper
 - b. Purchase Order number
 - c. Complete name & address of where the shipment is being sent.
 - d. How the shipment is being sent
 - e. Incoterms
 - f. Complete description of what is being shipped, including Canadian Kraft Paper part number, product name, and description.



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- g. Quantity
 - h. Price
 - i. Total of each item
 - j. The total value of everything that is shipping.
 - k. If it is a repair item, the value of the part/parts shall be stated on one line, and the second line shall show the repair cost. If it is a warranty repair/replacement, that also must be mentioned instead.
- 5.4. **INSURANCE:** Unless otherwise authorized by Canadian Kraft Paper, Seller shall not insure any shipment where Canadian Kraft Paper is responsible for shipping costs. Where Seller is responsible for shipping costs, Seller shall insure product until arrival at destination.
- 5.5. **SHIPPING CONTAINER LABELS:** Seller shall label each shipping container with the Purchase Order number and the number that each container represents of the total number being shipped (e.g., Box 1 of 2, Box 2 of 2).
- 5.6. **CARRIER SELECTION:** The carrier and mode of transportation for all shipments, along with the freight costs, will be the responsibility of Canadian Kraft Paper unless otherwise specified in the Purchase Order.
- 5.7. **SHIPPING INVOICES:** If Canadian Kraft Paper has authorized Prepaid Freight, Seller shall include copies of documentation supporting prepaid freight charges, if any, with its invoices.
- 5.8. **BARCODE MARKING AND SHIPPING:** If Seller has been approved to utilize barcode labeling for shipping and packaging, Seller shall mark and package such shipments by the applicable barcode requirements for the location.
- 5.9. **COUNTRY OF ORIGIN MARKING:** Seller shall mark Goods and their packaging with the country of origin by US Customs regulations and the country of import regulations if applicable.
- 5.10. **TRADE AGREEMENT CERTIFICATE:** Seller shall provide Canadian Kraft Paper (even if the Canadian Kraft Paper delivery point is in the same North American country as Seller) the necessary product information to determine free trade program eligibility and export compliance matters. This may include but is not limited to harmonized tariff number, Export Control Classification Number, U.S. Munitions List category or Export Control List group, country of origin, free trade program eligibility, and preference criteria.
- 5.11. **UNITED STATES CUSTOMS AND BORDER PROTECTION'S CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) AND CANADA BORDER SERVICES AGENCY, ENFORCEMENT BRANCH, PARTNERS IN PROTECTION (PIP)**
- 5.11.1. C-TPAT is an initiative between business and government to protect global commerce from terrorism and increase the efficiencies of global transportation. The program calls for importers, carriers, and brokers to establish policies to enhance their security practices and those of their business partners involved in their supply chain. PIP is a Canada Border Services Agency (CBSA) security program designed to ensure importers, carriers, brokers, and other program applicants that own or operate facilities in Canada directly involved in the importation or exportation of commercial goods, implement effective security practices to secure their supply chain and mitigate the risk of contraband smuggling.
 - 5.11.2. Seller agrees to work with Canadian Kraft Paper and appropriate industry and governmental agencies, as necessary, to develop and implement policies and processes consistent with the C-TPAT and PIP initiatives to ensure the safe and secure transport of Goods under this Purchase Order. Such practices may include but are not limited to the following:
 - a. Procedural Security – procedures to protect against unmanifested material being introduced into the supply chain.



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- b. Physical Security – buildings constructed to resist intrusion, perimeter fences, locking devices, and adequate lighting.
- c. Access Controls – identification of all employees, visitors, and suppliers.
- d. Personnel Security – employment screening, background checks, and application verifications.
- e. Security Training and Awareness – security awareness training and incentives for participation in security controls.

6. WARRANTY:

- 6.1. **PRODUCT.** Seller expressly warrants that all Goods and Services furnished under the Purchase Order will be free from defects in materials and workmanship, conform strictly to all specifications and requirements of the Purchase Order, and be free from design defects (if applicable) for one (1) year from the date of delivery to Canadian Kraft Paper. This warranty is in addition to all warranties implied in fact or at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

If there is a breach of this warranty, Canadian Kraft Paper may return such Goods, at Seller's expense, for repair, replacement, refund, or credit at Canadian Kraft Paper's sole option. Refund or credit amounts will include the price of the Goods and the amount of any costs associated with uninstalling or otherwise isolating the defective part.

Seller shall be responsible for any costs Canadian Kraft Paper incurred from this warranty's breach.

Any refund, credit, or other amounts due to Canadian Kraft Paper by Seller related to the Warranty shall be paid within sixty (60) days.

Nothing in this Section 6 shall be construed as restricting or limiting any rights or remedies of Canadian Kraft Paper under the Purchase Order, at law or in equity. All warranties shall run to Canadian Kraft Paper and its customers and survive acceptance, subsequent use, and resale or other disposition of the Goods or Services and payment by Canadian Kraft Paper.

- 6.2. **TITLE.** Seller expressly warrants that it will transfer good title in the Goods and any materials or property supplied under this Purchase Order and that all Goods, materials, or property delivered under this Purchase Order will be free of any liens, charges, encumbrances, or rights of others.

7. **CANADIAN KRAFT PAPER INDUSTRIES LTD. PROPERTY:** All designs, tools, patterns, drawings, specifications, or other information and all reproductions thereof, and any other proprietary information furnished to Seller by Canadian Kraft Paper or paid for by Canadian Kraft Paper (collectively "Property"), are proprietary and confidential and will be the property of Canadian Kraft Paper. Seller shall use Canadian Kraft Paper Property only to perform work under this Purchase Order. Seller shall not reproduce, disclose, or use Canadian Kraft Paper Property in the production, manufacture, or design of any items for any other party or the manufacture of larger quantities than those specified by Canadian Kraft Paper, except with the prior written consent of Canadian Kraft Paper. Canadian Kraft Paper may demand the return of Canadian Kraft Paper's Property at any time. Canadian Kraft Paper's delegate may remove Canadian Kraft Paper's Property from Seller's facility or wherever the Property is located, including Seller's subcontractor's facility, at any time. Seller shall be liable for all loss of, damage to, or destruction of Canadian Kraft Paper's Property, and Seller shall, unless otherwise directed in writing by Canadian Kraft Paper, insure such Property at Seller's expense in the amount equal to the replacement cost. Seller shall mark and maintain an inventory of Canadian Kraft Paper's Property; such Property shall be segregated or otherwise identifiable as belonging to Canadian Kraft Paper.



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8. TAXES:

Goods and Services Tax – EXTRA

- a. GST/HST must be shown extra, i.e., disclosed clearly and separately, not included in the unit price.
- b. Seller's nine-digit GST/HST Registration Number must appear on all invoices.

Manitoba Retail Sales Tax – EXEMPT

- a. Manitoba Retail Sales Tax Permit No. 016277-6.

9. LABOUR NEGOTIATIONS: If requested, Seller shall provide Canadian Kraft Paper with the status of Seller's labor contracts and pending negotiations, including that of Seller's subcontractors, except as may be prohibited by law.

10. SET-OFF: Canadian Kraft Paper may withhold, set off, or deduct from any amount otherwise payable to Seller under the Purchase Order such amount as may be reasonably necessary to reimburse, indemnify or protect Canadian Kraft Paper from any amount owing by Seller to Canadian Kraft Paper according to the Purchase Order, or for any loss or damage that may be due to the default by Seller in any obligation under the Purchase Order, or from claims by third parties against Canadian Kraft Paper in respect of the Goods and Services.

11. REVIEW OF SELLER CREDIT AND FINANCIAL CONDITION: Upon Canadian Kraft Paper's request, Seller shall provide Canadian Kraft Paper with a copy of Seller's financial data, which may include but is not limited to balance sheets, schedule of accounts payable and receivable, significant lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Canadian Kraft Paper will treat such information as confidential and will use such information for the sole purpose of conducting credit and financial condition reviews. Seller shall comply with Canadian Kraft Paper's request within three (3) business days.

12. CONFIDENTIALITY / PROPRIETARY INFORMATION: If a Non-Disclosure Agreement ("NDA") related to the subject matter herein exists between Canadian Kraft Paper and Seller, such NDA is incorporated by reference and will remain in effect for the term of any Purchase Order, notwithstanding any termination date stated therein. To the extent of any conflict, the terms of the NDA shall take precedence over the terms of confidentiality contained herein.

12.1. Seller shall keep confidential and protect from unauthorized disclosure all confidential, proprietary, and trade secret information provided by Canadian Kraft Paper and all electronic or hard copy documents and tangible items derived from or containing such information ("Confidential Information"). Seller shall only use such Confidential Information to perform its obligations under the Purchase Order. Seller's obligation of confidentiality shall survive the completion or other termination of the Purchase Order and for three years after that.

12.2. Upon completing the Purchase Order or earlier request by Canadian Kraft Paper, Seller shall return or destroy such Confidential Information. Seller shall provide written certification that the Confidential Information has been destroyed or returned as instructed by Canadian Kraft Paper.

13. INSURANCE: Seller shall maintain the following types of insurance and minimum coverage amounts:

- a. Commercial General Liability: per occurrence limit of \$1,000,000 and \$2,000,000 in the aggregate
- b. Worker's Compensation: as required by statute.
- c. Employer's Liability: \$1,000,000 for each accident and disease. Commercial Automobile Liability: per occurrence limit of \$1,000,000 and \$2,000,000 in the annual aggregate

Upon written request from Canadian Kraft Paper, Seller shall provide certificates of insurance reflecting full compliance with the above requirements. The certificates of insurance shall name Canadian Kraft Paper as an additional insured and contain the provision that the insurance shall not be materially changed or canceled without at least thirty (30) days prior written notice to Canadian Kraft Paper.



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Nothing in this Section 13 limits Seller's liability to the extent of any insurance coverage procured by Seller. Canadian Kraft Paper has no obligation to review or verify the existence of Seller's insurance. The consent of Canadian Kraft Paper to the insurance and limits, as shown above, shall not be considered a limitation of Seller's liability under the Purchase Order nor an agreement by Canadian Kraft Paper to assume liability over said amounts or for risks not insured hereunder.

14. **INDEMNITY:** Seller shall, at its own expense, defend, indemnify, and hold harmless Canadian Kraft Paper, its parent company, subsidiaries and affiliates, and their officers, directors, employees, shareholders, and agents from and against all losses, damages, liabilities, deficiencies, suits, claims, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, arising from Seller's performance under the Purchase Order, or the performance of Seller's subcontractors or other third parties under Seller's control.
15. **INFRINGEMENT:** Seller shall, at its own expense, defend, indemnify and hold harmless Canadian Kraft Paper, its parent company, subsidiaries and affiliates, and their officers, directors, employees, shareholders and agents from and against all losses, damages, liabilities, deficiencies, suits, claims, actions, judgments, interest, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages, and/or including attorneys' fees and/or costs), penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of the Goods by either Canadian Kraft Paper, its customers or the end-users. Seller shall have no obligation under this Section 15 due to infringement arising from (i) Seller's compliance with formal specifications issued by Canadian Kraft Paper where infringement could not be avoided in complying with such specifications (this exception does not apply to specifications that reflect one or more industry standards), or (ii) the use or sale of Goods for other than their intended application.
16. **LIMITATION OF LIABILITY:** Except to the extent expressly provided for in this Purchase Order, Canadian Kraft Paper shall not be liable for any loss or damage arising from a termination under the Purchase Order. Should a termination for default under Section 19 be found as wrongful, such termination will be deemed a termination for convenience under Section 18. Canadian Kraft Paper's liability will be limited to the extent provided for in Section 0.

IN NO EVENT SHALL CANADIAN KRAFT PAPER BE LIABLE TO THE SELLER FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY NATURE ARISING IN CONNECTION WITH, OR OUT OF, THE PERFORMANCE UNDER OR TERMINATION OF THIS PURCHASE ORDER.

17. **CHANGES:** Canadian Kraft Paper may direct a change to the Purchase Order by providing Seller with written notice. Such changes may include but are not limited to (i) specifications, technical requirements and descriptions, drawings, engineering, and statement of work; (ii) shipment and packing instructions; (iii) place of delivery; (iv) quantities; (v) terms and conditions; and (vi) quality requirements.

Seller shall immediately comply with the Canadian Kraft Paper notice change.

If Seller believes that Canadian Kraft Paper has directed a change through actions or instructions other than by providing written notice, Seller shall immediately notify Canadian Kraft Paper before complying with such change. Canadian Kraft Paper will advise Seller in writing if such actions are intended to constitute a change to the Purchase Order performance under this Section 17.

If such change results in an increase or decrease in cost or schedule, Seller and Canadian Kraft Paper shall negotiate an equitable adjustment. Seller must assert to Canadian Kraft Paper (i) any claim for adjustment within twenty (20) calendar days of Seller's receipt of the change notice and (ii) all supporting documentation no later than fifty (50) calendar days after Seller's receipt of the change notice. The claim for equitable adjustment must include all information Canadian Kraft Paper requested and contain sufficient detail to support the amount requested by the Seller. Canadian Kraft Paper may direct the disposition of any excess or obsolete materials, property, or Goods included in the adjustment.



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18. **TERMINATION FOR CONVENIENCE:** Canadian Kraft Paper may terminate any Purchase Order, in whole or in part, by written notice to Seller. Upon receipt of such notice or at the effective date specified in such notice, Seller shall: (i) immediately stop work as specified in the notice; (ii) immediately terminate its subcontracts and purchase orders related to the work terminated; (iii) incur no further costs of performance related to the work terminated; (iv) at Canadian Kraft Paper request, transfer title (to the extent not previously transferred) and deliver to Canadian Kraft Paper all partially or completed Goods, supplies, materials, work-in-process, tooling, and manufacturing drawings and data produced or acquired by Seller for the performance of this Purchase Order; and (v) take such other action as may be necessary, and as directed by Canadian Kraft Paper, to facilitate the termination of the Purchase Order and reduce the costs of performance.

If Canadian Kraft Paper cancels the Purchase Order, Canadian Kraft Paper's liability will be limited to the work in process and the purchase price of components or raw materials that cannot be returned, canceled, or reasonably utilized for other orders by Canadian Kraft Paper or other customers. Seller shall also attempt to return material for credit to minimize cancellation charges. Canadian Kraft Paper shall be liable for the purchase price for any previously finished Goods under the canceled Purchase Order. In no event shall Canadian Kraft Paper be obligated to pay for the Goods until they have been received, inspected, and accepted or, at Canadian Kraft Paper's request, the Goods have been rendered unusable and scrapped by Seller. Confirmation must be sent to Canadian Kraft Paper.

Seller may submit a written termination claim to Canadian Kraft Paper. Seller must submit to Canadian Kraft Paper (i) the termination claims within twenty (20) calendar days of Seller's receipt of the termination notice and (ii) all supporting documentation no later than fifty (50) calendar days after Seller's receipt of the termination notice. The termination claim must include all information Canadian Kraft Paper requested and contain sufficient detail to support the amount claimed by Seller. Canadian Kraft Paper may direct the disposition of any excess or obsolete materials, property, or Goods included in the termination claim.

19. **TERMINATION FOR DEFAULT:** The occurrence of one or more of the following events shall be considered an Event of Default:

- a. Seller fails to deliver any Goods as required by the Purchase Order, except in the event of a Force Majeure as specified in Section 20;
- b. Seller fails to provide an acceptable Assurance of Performance within the time specified in Section 23;
- c. (1) the suspension, dissolution or winding-up of Seller's business, (2) Seller becomes insolvent, or is unable to pay its debts, or its nonpayment of debts, as they become due, (3) the institution of reorganization, liquidation or other such proceedings by or against Seller or the appointment of a custodian, trustee, receiver or similar person for Seller's properties, assets or business, (4) an assignment by Seller for the benefit of its creditors, (5) any action of Seller to effect or facilitate any of the preceding, or (6) the occurrence of any similar event; or
- d. Seller fails to comply with any obligations set out in the Purchase Order other than those obligations set out above in paragraphs (a) through (d) of this Section and such failure is not remedied within ten (10) business days of Seller receiving notice from Canadian Kraft Paper identifying Seller's failure.

Upon an Event of Default, Canadian Kraft Paper may immediately cancel all or part of any Purchase Order. Following cancellation, Canadian Kraft Paper shall not be obligated to accept any further Goods or Services under the canceled Purchase Order. However, upon Canadian Kraft Paper's request, Seller shall transfer title to Canadian Kraft Paper and deliver to Canadian Kraft Paper or Canadian Kraft Paper's designee any or all: (1) tooling; (2) completed Goods; (3) manufacturing materials, raw material, incomplete or completed components and assemblies, work-in-process, and partially-completed Goods; (4) material and tooling furnished or paid for by Canadian Kraft Paper; and (5) Confidential Information and Items. Canadian Kraft Paper is not liable for Seller's costs on undelivered work. Seller shall be entitled to reasonable compensation for any delivered Goods or materials for which Seller was not already compensated; however,



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such compensation will not be paid directly to Seller but instead set off against any amounts owed by Seller to Canadian Kraft Paper.

Seller shall be liable to Canadian Kraft Paper for any damages, losses, costs, or expenses incurred by Canadian Kraft Paper as a result of termination under this Section 19, including any excess costs incurred by Canadian Kraft Paper in acquiring supplies, products, or services similar or identical to those terminated for default. Nothing in this Section 19 limits or restricts Canadian Kraft Paper's rights, remedies, or damages available under this Purchase Order, at law or in equity.

20. **FORCE MAJEURE:** If either Party is unable to perform any of its obligations under the Purchase Order because of fire or other casualty, act or order of a public authority, Act of God, or other cause beyond the reasonable control of such Party, then such Party will be excused from such performance of the Purchase Order for the duration of such cause. If such inability to perform continues longer than thirty (30) days, either Party may terminate the Purchase Order without further obligation or liability by giving written notice to the other Party.
21. **SUSPENSION OF WORK:** Canadian Kraft Paper may issue a "stop-work order" to Seller requiring Seller to suspend all or any part of the work under the Purchase Order for up to one hundred and fifty (150) days. Seller shall immediately take all steps necessary to comply with the "stop-work order" terms and minimize additional costs.

Before the expiration of the "stop-work order," Canadian Kraft Paper shall:

- a. terminate the work affected by the "stop-work order" by Section 18 or 19, as applicable.
- b. cancel the "stop-work order"; or
- c. extend the "stop-work order" period as mutually agreed upon between Seller and Canadian Kraft Paper.

The Seller shall promptly resume work if the "stop-work order" is canceled or expires. If the suspension of work has resulted in an increase or decrease in costs, Seller and Canadian Kraft Paper shall negotiate an equitable adjustment.

22. **CANADIAN KRAFT PAPER TECHNICAL / MANUFACTURING ASSISTANCE REGARDING SELLER'S NONPERFORMANCE:** As required by Canadian Kraft Paper, Seller shall reimburse Canadian Kraft Paper for all Canadian Kraft Paper resources expended in providing Seller and Seller's subcontractors with technical or manufacturing assistance in resolving Seller nonperformance issues.
23. **ASSURANCE OF PERFORMANCE:** If Canadian Kraft Paper determines that it is not sufficiently assured of Seller's complete, timely, and continuing performance under the Purchase Order, or if Canadian Kraft Paper has other reasonable grounds for insecurity concerning the performance of Seller, Canadian Kraft Paper may in writing demand adequate assurance of complete, timely, and continuing performance from Seller ("Assurance of Performance"). Seller shall deliver each Assurance of Performance to Canadian Kraft Paper within five (5) business days following receipt of Canadian Kraft Paper's request. Each Assurance of Performance must include all information reasonably requested by Canadian Kraft Paper. Except concerning payment for accepted Goods, Canadian Kraft Paper may suspend all or any part of Canadian Kraft Paper's performance under the Purchase Order until Canadian Kraft Paper receives an acceptable Assurance of Performance in form and substance satisfactory to Canadian Kraft Paper.

Upon Canadian Kraft Paper's request, Seller shall promptly make members of Seller's senior management and any other relevant employees available to meet with Canadian Kraft Paper representatives to discuss any request for or submittal of an Assurance of Performance. Seller shall also provide any additional information, documents, or other materials that Canadian Kraft Paper may reasonably request.

24. **RESPONSIBILITY FOR PERFORMANCE:**

24.1. **FACILITIES AND EQUIPMENT.** Seller shall be responsible for all aspects of the performance of its obligations under the Purchase Order. Seller shall bear all risks of providing adequate facilities and equipment for performing its obligations. Should any facilities or equipment become unavailable, Seller shall be responsible for locating similar facilities and



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equipment at no cost to Canadian Kraft Paper. Failure to locate an alternate facility or equipment will not relieve Seller from its obligations. Before moving any work to an alternate facility, the Seller must obtain written approval from Canadian Kraft Paper.

24.2. **SUBCONTRACTING.** Seller shall remain responsible for the actions and omissions of its sub-contractors providing products or services supporting the Purchase Order. No subcontracting by Seller shall relieve Seller from its obligations hereunder. Using a source approved by Canadian Kraft Paper or Canadian Kraft Paper's customer will not constitute a waiver of Seller's obligations under this Purchase Order. Seller shall maintain complete and accurate records regarding all subcontracted items, processes, and other services and make those records available to Canadian Kraft Paper upon request and at no cost.

24.3. **RELIANCE.** Canadian Kraft Paper has issued the Purchase Order at least in part based upon Canadian Kraft Paper's reliance on Seller's ability, skill, and expertise in performing its obligations with the awareness of the intended use of the Goods and Services. Seller understands and agrees that Canadian Kraft Paper and Canadian Kraft Paper's customers may rely on Seller as an expert. Seller will not deny any responsibility or obligation hereunder to Canadian Kraft Paper or its customers because Canadian Kraft Paper or its customers provided recommendations or assistance in any phase of the work performed under this Purchase Order, including but not limited to Canadian Kraft Paper's acceptance of specifications or test data related to the Goods or Services.

25. **CANADIAN KRAFT PAPER CUSTOMER FLOW-DOWNS:** Seller shall comply with all applicable customer flow-down requirements identified by Canadian Kraft Paper, which are now incorporated by reference. These requirements include any applicable individual customer flow-down documents provided by Canadian Kraft Paper.

26. **QUALITY REQUIREMENTS:** Seller shall comply with applicable quality requirements outlined in Canadian Kraft Paper Compliance Quest (CQ) document management system, which is at this moment incorporated by reference, as well as those quality requirements identified in any applicable flow-down documents.

27. **CONFLICT MINERALS:** As a supplier to customers publicly traded in the United States of America, Canadian Kraft Paper must comply with the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the U.S. Securities and Exchange Commission (SEC) rules and regulations, by performing due diligence on, and making disclosures concerning, its use of conflict minerals originating in the Democratic Republic of Congo and adjoining countries. Canadian Kraft Paper requires Seller to comply with these requirements similarly.

Seller shall respond to information requests from Canadian Kraft Paper regarding the uses and sources of conflict minerals (tin, tungsten, tantalum, and gold) in Seller's Goods, including information about recycled or scrap minerals. Canadian Kraft Paper is committed to responsible sourcing of conflict minerals. Canadian Kraft Paper strongly encourages its supply chain to develop a policy that addresses conflict minerals sourcing. Canadian Kraft Paper requires its supply chain to (i) be DRC conflict-free as defined in the SEC conflict minerals final rule, (ii) source from smelters validated by an independent private sector audit firm, and (iii) provide Canadian Kraft Paper with its smelter names.

28. **CONTINUOUS COST IMPROVEMENT:** Seller and Canadian Kraft Paper shall strive to identify and implement no less than five percent (5%) of the Supplier's sales in cost reduction opportunities. Canadian Kraft Paper and Seller shall periodically review such opportunities and work towards establishing targets. Where Canadian Kraft Paper and Seller identify cost improvements beyond those previously anticipated, identified, and documented in the price, Seller and Canadian Kraft Paper will mutually agree upon the amount of savings and how those savings will be shared between the Parties.

At any time during the performance of the Purchase Order, Canadian Kraft Paper may offer Seller-specific recommendations to reduce Seller's costs or improve the performance of the Goods. Notwithstanding any other terms in this Purchase Order, Seller agrees to reduce the price accordingly where a savings is identified and documented. Any recommendations by Canadian Kraft Paper will not relieve Seller of its obligations under this Purchase Order.



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Suppliers need to conduct a comprehensive cost analysis, collaborate closely with Canadian Kraft Paper, and prioritize initiatives that have the potential to yield the most significant cost improvements while maintaining product quality and service levels. Additionally, the feasibility and impact of each opportunity will vary depending on the specific industry and business context, so a tailored approach is essential.

29. SERVICE PROVIDED AT CANADIAN KRAFT PAPER FACILITIES:

29.1. When any aspect of the Purchase Order involves any attendance of the Supplier (including any of its officers, employees, servants, agents, or subcontractors) at any of the Canadian Kraft Paper facilities, the following additional provisions will apply:

- (a) Supplier and its officers, employees, servants, agents, and subcontractors will comply with the Canadian Kraft Paper site rules and safety and security regulations.
- (b) Supplier will have complete control and responsibility for the safety and health of its officers, employees, servants, agents, and subcontractors while engaged in the Services at Canadian Kraft Paper facility and will take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the performance of the Services.
- (c) Except as otherwise required by Canadian Kraft Paper, the Supplier will obtain all necessary permits and licenses and give all notifications needed to perform the Services.
- (d) Supplier will notify Canadian Kraft Paper in advance of any hazardous materials, controlled product, or designated material that it intends to bring into Canadian Kraft Paper's facility or on its work site and shall provide Canadian Kraft Paper with the appropriate Material Safety Data Sheets, therefore, as applicable.
- (e) Where payment of Supplier's invoices will be subject to compliance with holdback provisions (including applicable builder's lien and similar legislation), Seller shall provide appropriate clearance certificates confirming payment of all applicable workers' compensation assessments, employment insurance premiums, income tax, and other statutory source deductions, and all applicable PST, HST, and GST.
- (f) For greater certainty, Seller shall inform itself of, meet and strictly comply with (and ensure that its officers, employees, servants, agents, and subcontractors inform themselves of, meet, and strictly comply with) all applicable rules regulations, and requirements of workers' compensation and occupational health & safety legislation, and with all applicable rules, regulations, standards, policies and requirements of Canadian Kraft Paper, including, but without limitation, the Environmental Policies and Procedures of Canadian Kraft Paper and Emergency Response Procedures.
- (g) Seller shall maintain workers' compensation coverage to the full extent required in the jurisdiction where the Canadian Kraft Paper facility is located and wherever the employment contracts of Seller's personnel are made. Where workers' compensation coverage is not available to Seller or anyone employed by or through Seller, then Seller shall provide Employer's Liability Insurance with limits not less than CAD \$3,000,000 per employee for each accidental injury to or death of any employee of Seller and everyone employed by or through Seller engaged in the work.
- (h) Seller agrees to carry and to pay at its own expense Commercial General Liability Insurance, subject to limits of not less than CAD \$5,000,000 per occurrence, for bodily injury, death, and damage to property, including loss of use thereof, and further Seller shall provide Liability Insurance in respect of its licensed and unlicensed vehicles and equipment each with a single limit of at least CAD \$3,000,000 for injury to one or more persons resulting from any one accident (or much more significant amounts and such additional coverage as may from time to time be required by Canadian Kraft Paper).
- (i) Seller shall also ensure that insurance coverage provides for at least 30 days advance written notice to Canadian Kraft Paper before any cancellation or amendment taking effect in insurance coverage. Evidence of insurance coverage, with such 30-day cancellation or amendment notice clause, must be submitted to the Canadian Kraft Paper Purchasing Department before the commencement of work under the Purchase Order, and the terms of such insurance must be satisfactory to Canadian Kraft Paper, acting reasonably. The Seller will also provide Canadian Kraft Paper with satisfactory proof of such insurance coverage from time to time upon request.
- (j) Canadian Kraft Paper or Canadian Kraft Paper's representative shall have the right to inspect any material, equipment, or other property, including personal property, when brought into or taken from the Canadian Kraft Paper's work site or any other site owned by Canadian Kraft Paper or its affiliates. If prescribed in the Purchase Order, the Seller will provide Canadian Kraft Paper with a list of equipment and all other tools and materials anticipated to be brought onto the work site or other site owned by Canadian Kraft Paper or its affiliates.



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30. CONSULTING AND ENGINEERING SERVICES:

When any aspect of the Purchase Order involves providing any consulting and engineering Services, the Seller (and all subcontractors engaged in the performance of the Services) shall, in addition to any other requirements hereunder, each carry Errors and Omissions insurance having limits of not less than \$2,000,000 per claim and with an aggregate limit of not less than \$5,000,000. The Seller (or the Seller's subcontractors, as applicable) found at fault will be responsible for the deductible amount.

The policy shall be maintained continuously from the commencement of the Services until two years after completion.

31. SUBCONTRACTING:

(a) Unless otherwise provided herein, the Seller shall not subcontract any part of the Services without Canadian Kraft Paper's prior written approval. All pre-approved subcontractors (if any) listed in a Schedule to the Purchase Order (and any others as may be approved by Canadian Kraft Paper following the execution of the Purchase Order) shall not be changed, nor shall additional subcontractors be employed without Canadian Kraft Paper's prior written approval.

(b) No subcontract by the Seller nor Canadian Kraft Paper's approval to subcontract will relieve the Seller of its liabilities or obligations under this Purchase Order.

(c) Seller shall be responsible for all proper invoices, claims, and accounts of parties employed in connection with a subcontract.

(d) The Seller shall be responsible for any financial loss suffered by Canadian Kraft Paper due to a subcontractor's negligence or willful misconduct.

32. INDEPENDENT CONTRACTOR: The Seller is an independent contractor, and nothing in this Agreement will constitute the Seller as an agent, partner or employee of Canadian Kraft Paper for any purpose.

33. NOTICE: All notices required hereunder will be in writing and will be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by an overnight courier; (c) on the date sent by facsimile or e-mail of a PDF document if sent during regular business hours of the recipient, and on the next business day if sent after regular business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail. Such communications must be sent to the respective Parties at such address that a Party may designate from time to time by this Section 34. Canadian Kraft Paper's address is as follows:

Dave Colgan
Purchasing Team Lead
Canadian Kraft Paper Industries Ltd.
Phone: 204-617-0340
Email: dave.colgan@ckpi.com

34. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between any of the terms of the below documents, the order of precedence will be as follows:

1. Long-Term Agreement and its Schedules (if applicable)
2. Terms and Conditions on Canadian Kraft Paper's Purchase Order
3. These General Terms and the Canadian Kraft Paper Quality Requirements
4. Any terms and conditions provided by the Seller which are appended to the Purchase Order

In no case will any of the preceding documents represent technical drawing or specification information, and should such information appear in any of these documents, Canadian Kraft Paper drawing or specification in effect will supersede.



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35. DISPUTES:

35.1. **NEGOTIATION.** The Parties shall promptly attempt in good faith to resolve any dispute arising out of or relating to the Purchase Order by negotiations between Party representatives who have the authority to settle the controversy. If the matter has not been resolved within a reasonable time, either Party may initiate mediation of the dispute as provided. All negotiations under this paragraph are confidential and will be treated as settlement communications and discussions.

35.2. **MEDIATION.** If the dispute has not been resolved by negotiation, the Parties shall endeavor to settle the dispute by mediation through a mutually acceptable mediation service. The fees and expenses of the mediator will be shared equally by both sides. The mediator will not have any authority to make any binding decisions, findings of fact, or conclusions of law that may bind the Parties in subsequent proceedings.

35.3. **BINDING ARBITRATION.** The Parties hereto agree that any claim, controversy, or dispute arising out of or in connection with this Purchase Order, or respect of any legal relationship associated with or derived from this Purchase Order (a "Dispute"), will be resolved through binding arbitration under the provisions of *The Arbitration Act* or any successor statute to it (the "Arbitration Act"), as modified by the following provisions:

- a. The arbitration will be commenced by written notice demanding arbitration under this Purchase Order (the "Arbitration Notice") to each other Party that may be affected by the outcome of the Dispute, and the Arbitration Notice must contain a reference to this Purchase Order and a brief statement identifying the issue(s) in dispute.
- b. A single arbitrator will conduct the arbitration in the Town of The Pas, Province of Manitoba, Canada. If the Parties cannot agree upon an arbitrator, an arbitrator will be appointed by a court of competent jurisdiction to apply any Party hereto. The language to be used in the arbitral proceedings will be English.
- c. The decision arrived at by the arbitrator will be final and binding upon the Parties hereto, and no appeal shall lie from that place. An arbitral award may be entered in and enforced by any court of competent jurisdiction; and
- d. The unsuccessful Party will bear the costs of the arbitration, as well as the costs of the victorious Party.

35.4. **EXCLUSIVE REMEDIES.** The procedures specified in this Section 36 will be the sole and exclusive procedures for the resolution of disputes between the Parties arising out or relating to this Purchase Order except for those disputes arising out of the NDA referred to in Section 12 (if applicable), provided, however, that either Party may resort to judicial proceeding as specified herein if interim resort to the courts is necessary to prevent irreparable injury to a Party or third parties. For this paragraph 35.4, each Party to this Purchase Order submits and attorns to the exclusive jurisdiction of the courts of the Province of Manitoba.

Nothing in this Section 35 limits the dispute mechanism established in the NDA referred to in Section 12 (if applicable); if a dispute arises out of that NDA, the dispute mechanism established in the NDA will apply. Each Party shall continue to perform its obligations under this Purchase Order pending final resolution of any Dispute.

All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 35 are being pursued.

36. **COMPLIANCE WITH LAWS:** Seller shall be responsible for complying with all applicable legal requirements, including but not limited to all federal, state, provincial, and local laws, statutes, regulations, ordinances, rules, decrees, judgments, orders, and registrations applicable to its performance under this Purchase Order.



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36.1. **ECONOMIC SANCTIONS.** Persons and companies in Canada are bound by economic sanctions imposed by the U.S.A. and Canada. As a result, Canadian Kraft Paper cannot accept delivery of goods or services that originate directly or indirectly from the countries subject to economic sanctions. Details on existing Canadian sanctions can be found at: <http://www.international.gc.ca/sanctions/index.aspx>

Seller shall not supply any goods or services to Canadian Kraft Paper subject to economic sanctions.

By law, Seller must comply with changes to the regulations imposed during the life of the Purchase Order. During the performance of this Purchase Order, should the addition of a country to the list of sanctioned countries or the additions of any goods or services to the list of sanctioned goods or services cause an impossibility of performance for Seller, the situation will be treated by the Parties as a force majeure. Seller shall immediately inform Canadian Kraft Paper of the situation; the procedures applicable to force majeure will then apply.

36.2. **EXPORT CONTROLS.** Both Parties shall comply with all applicable export, import, and sanctions laws, regulations, orders, and authorizations applicable to the export, re-export, transfer, or import of goods, hardware, software, technology, or technical data ("Items") or services under this Purchase Order, including without limitation the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), the Canadian Export and Import Permits Act (EIPA), the Canadian Export Control List (ECL), and the Canadian Controlled Goods Regulations (CGR) (collectively, "Export/Import Laws").

The Party conducting the export, re-export, transfer, or import shall obtain all required authorizations under the Export/Import Laws. Each Party shall reasonably cooperate with and support, at its own expense, the other Party in obtaining any necessary permits, licenses, or authorizations required to perform its obligations under this Purchase Order.

Upon request, the Party providing Items or services under this Purchase Order shall provide the other Party with the export classification category of the Items or services, including the export classification category of any components or parts thereof if they are different from that of the Item or service (e.g., the Export Control Classification Number under the EAR, the category under the U.S. Munitions List, or the Export Control List group).

37. **ETHICS & CODE OF CONDUCT:** Canadian Kraft Paper is committed to conducting its business fairly, impartially, ethically, and adequately. Canadian Kraft Paper expects Seller to conduct its business fairly, impartially, and ethically. Canadian Kraft Paper's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Canadian Kraft Paper or any employee or agent of Canadian Kraft Paper has behaved improperly or unethically under this Purchase Order, Seller shall report such behavior to the Canadian Kraft Paper Director of Supply Chain or Human Resource Manager.

38. **PUBLICITY:** Seller shall not use Canadian Kraft Paper's name or otherwise identify Canadian Kraft Paper in promotional material as part of any list of its customers or communicate that Canadian Kraft Paper uses Seller's goods and services without obtaining prior written consent from Canadian Kraft Paper for each such use or identification. Seller shall not disclose the details of this Purchase Order to any third party without the prior written approval of Canadian Kraft Paper. The restrictions in this Section also apply to the name of Canadian Kraft Paper's customers.

39. **LEGAL RELATIONSHIP:** Nothing herein contained shall be deemed to create an agency, joint venture, partnership, or fiduciary relationship between the Parties hereto. Seller will be treated as an independent contractor of Canadian Kraft Paper for all purposes. Seller has no right or authority to assume or create any obligation on behalf of Canadian Kraft Paper, nor shall Seller make any warranty to any third party about the Goods or Services. Seller has no right to sell Goods manufactured by Canadian Kraft Paper drawings and specifications to third parties.



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40. **NON-WAIVER AND SEVERABILITY:** Any failures, delays, or forbearances of Canadian Kraft Paper in insisting upon or enforcing any provisions of the Purchase Order or in exercising any rights or remedies under the Purchase Order shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; instead, the same shall remain in full force and effect. If any provision of this Purchase Order is or becomes void or unenforceable by law, such provision shall be replaced by a provision that is valid and enforceable and that reflects, to the greatest extent possible, the Parties' intention of the void or unenforceable provision. All remaining provisions of this Purchase Order shall be valid and enforceable.
41. **GOVERNING LAW:** This Purchase Order is to be construed and interpreted by the laws of the Province of Manitoba and the laws of Canada applicable therein (excluding any conflict of laws, rule, or principle which might refer to the laws of another jurisdiction), without regard to principles of conflict of laws.
42. **ASSIGNMENT:** Seller shall not assign the Purchase Order or its obligations to any third party without written consent from Canadian Kraft Paper. Seller shall not subcontract all or substantially all its performance under this Purchase Order without Canadian Kraft Paper's prior written consent. The prohibition against assignment includes:
- a. any merger, amalgamation, reorganization, consolidation, or other transaction involving Seller and any other Person in which the Persons who were the shareholders of Seller immediately before such merger, amalgamation, reorganization, consolidation, or other transaction own shares representing less than a majority of the power to vote for the election of any member of a board of directors or similar governing body of the surviving or continuing entity after such merger, amalgamation, reorganization, consolidation or other transaction;
 - b. the sale, exchange, or transfer by Seller's shareholders, in a single transaction or series of related transactions, of shares representing not less than most of the power to vote for the election of any member of a board of directors or similar governing body attached to all the shares of Seller.
 - c. the sale, conveyance, transfer, lease, assignment, license, or other disposition of all or substantially all the Seller's assets.
43. **NO MODIFICATION:** No provision of this Purchase Order shall be modified by any course of dealing or failure to insist on strict compliance in addition to that but may only be modified in writing by an authorized Canadian Kraft Paper representative.
44. **SURVIVAL:** Without limiting any other survival provision in this Purchase Order, the following Sections and any remedies for the breach thereof will survive any cancellation, termination or expiration of this Purchase Order: Section 6 (Warranty); Section 7 (Canadian Kraft Paper's Property); Section 12 (Confidentiality / Proprietary Information); Section 13 (Insurance); Section 14 (Indemnity); Section 15 (Infringement); Section 16 (Limitation of Liability); Section 0 (Termination for Convenience); Section 19 (Termination for Default); Section 24 (Responsibility for Performance); Section 25 (Flow-Downs); Section 26 (Quality Requirements); Section 27 (Conflict Minerals); Section 33 (Notice); Section 35 (Disputes); Section 36 (Compliance with Laws); Section 37 (Publicity); Section 39 (Legal Relationship); Section 0 (Non-Waiver and Severability); Section 41 (Governing Law); Section 44 (Survival), and any other rights and obligations which, from the context thereof, are intended to survive the cancellation, termination or expiration of this Purchase Order.
45. **ENTIRE AGREEMENT:** The Purchase Order, including these General Terms, Canadian Kraft Paper's quality requirements, flow-downs, Long-Term Agreement (if applicable), NDA (if applicable), and any additional terms or documents that are referenced on the Purchase Order, constitutes the entire agreement between Canadian Kraft Paper and Seller concerning the subject matter hereof and supersedes all prior understandings, written or oral.



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AMENDMENT TABLE

Revision No.	Description of Amendment	Date
00	Original	January 22, 2024