



## TERMS OF SALE

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These Terms of Sale (these “Terms”) govern all purchases of goods or services from KING PAPER LIMITED CORP. (the “Seller”) and are referenced in and incorporated by reference into each invoice delivered by Seller to Buyer (defined below). Anyone purchasing goods or services (each, a “Buyer”) from Seller agrees to be bound by these Terms.

1. All sales of the goods covered hereunder (the “Goods”) are FOB Seller’s shipping point, regardless of the means of delivery to Buyer with title and risk of loss passing to Buyer at such time.

2. **WARRANTYS.** Seller makes NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer agrees to assume all risks and liability for the Goods, whether used individually or in combination with other goods.

3. **INSPECTION OF GOODS, CLAIMS.** Buyer shall inspect the Goods immediately upon arrival and shall give written notice to Seller of any claim that (1) the Goods do not conform with the terms of the Buyer’s purchase order (the “Order”) or (2) that the Goods are defective, provided that a visual inspection should have revealed such defect. Such notice from Buyer to Seller shall comply with Seller’s claim process and procedures separately provided to Buyer and/or posted on the Seller’s website. If Buyer shall fail to give such notice, the Goods shall be deemed to conform to the terms of the Order, and Buyer shall be deemed to have accepted and shall pay for the Goods in accordance with the terms of the Order and these Terms (together, the “Agreement”).

4. **INDEMNIFICATION.** Buyer agrees to indemnify and hold Seller harmless from any and all claims, actions, liability, loss, damage or expense (including, without limitation, reasonable attorneys’ fees) with respect to any suit, claim, demand or other proceeding arising out of or relating to the Goods.

5. **LIMITATION OF LIABILITY.** Seller shall not be bound by any claim adjustment made by Buyer without prior written authorization by Seller’s representative. Return of Goods will not be accepted unless a written authorization for return has been given by Seller. Any unauthorized returns are subject to refusal by Seller and may be returned to Buyer on a freight collect basis. SELLER SHALL HAVE NO LIABILITY TO BUYER (OR ANY PERSON OR ENTITY CLAIMING THROUGH BUYER) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES AND THESE ARE HEREBY WAIVED BY BUYER.

6. **PAYMENT TERMS.** The terms of payment for the Goods shall be as stated on each invoice or Order. Payment terms begin from the date of invoice or Order. A finance charge of 1 1/2% per month or the maximum rate allowed by law, whichever is less, will be charged on each payment received after the due date. A thirty (\$30.00) dollar fee will be charged on each check returned due to insufficient funds. Checks will not be re-deposited. Seller shall be entitled to recover its collection costs and reasonable attorney’s fees incurred in connection if Seller consults an attorney in connection with any amounts not paid when due hereunder.

7. Credit arrangements are subject to written approval of Seller and are subject to change without notice. In the event Buyer fails to fulfill the terms of payment or in the event Seller shall have any doubt at any time as to Buyer’s financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

8. **OTHER EXPENSE.** Buyer shall reimburse Seller for all taxes, excises or other charges that Seller may be required to collect for and/or pay to the government upon the sale or transportation of the Goods. All debts and obligations of Seller and Buyer are mutual and subject to setoff. If Seller places Paper Products in storage for Buyer at Buyers request or as a result of Buyers inability to receive products in a timely manner, Seller may invoice Buyer for all charges related to said storage, including storage, handling, trucking, and other incidental expenses at Sellers discretion.

9. **FORCE MAJEURE.** No liability shall result from delay in performance or nonperformance of this Agreement directly or indirectly caused by fire, explosion, accidents, flood, or other act of God, labor trouble or shortage, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or arising from contingencies, happenings or causes beyond the control of the party affected. Seller shall not be required to provide quantities of Goods so affected by any such circumstances, but this Agreement shall otherwise remain unaffected.

10. **ASSIGNMENTS.** Orders are not assignable or transferable by Buyer in whole or in part, except with the prior written consent of Seller.

11. **ALLOCATION.** In the event of inability for any reason to supply the total demands for the Goods specified, Seller may allocate its available supply among any or all of customers on such basis as it may deem fair and practical, without liability for any failure of performance which may result there from.

12. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Florida. Buyer agrees to (i) irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida to resolve any disputes relating to this Agreement and (ii) waive any right to move or dismiss or transfer any such action brought in such court on the basis of any objection to personal jurisdiction or venue. Any controversy or claim arising out of or relating to this Agreement shall, at the election of Seller, be settled by arbitration conducted in Palm Beach County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13. Buyer shall at all times comply with all Laws applicable to this Agreement, Buyer's performance of its obligations under this Agreement, and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use or otherwise, that violates any Law. "Law" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority. "Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority. "Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

14. No terms or conditions other than those stated in this Agreement shall be binding on Seller unless such modifications or additional terms are made in writing and executed by an officer of Seller. No terms or conditions

contained herein shall be deemed affected by Buyer's documents containing other or different terms and conditions. The terms and conditions of this Agreement shall take precedence over any different or conflicting terms in Buyer's Order or other Buyer documents. Acceptance by Seller of the Order is expressly limited to the terms and conditions contained in this Agreement. In the event an Order shall be deemed an acceptance of Buyer's offer, the Order is expressly conditioned upon Buyer's assent of the terms and conditions contained in this Agreement. A written contract between Buyer and Seller that expressly references this Agreement may supersede this Agreement to the extent, and in the manner, provided therein.