

## TERMS OF SALE (USA)

These Terms of Sale bind Georgia-Pacific ("Seller") and its customer ("Buyer") regarding the sale by, and purchase from, Georgia-Pacific of products ("Goods") in the United States of America ("USA") and its territories. "Georgia-Pacific" refers to the specific Georgia-Pacific entity (consisting of GP Wood Products LLC, GP Gypsum LLC and GP Industrial Plasters LLC) selling the subject Goods. By accepting delivery of Goods from Seller, Buyer agrees to be bound by these Terms of Sale unless otherwise set forth in a separate written agreement signed by Seller and Buyer.

1. **REJECTION OF OTHER TERMS.** These Terms of Sale supersede all prior agreements, proposals and discussions between the parties with respect to the purchase and sale of the Goods other than a written agreement signed by both parties. Any additional, inconsistent or different terms or conditions contained in Buyer's purchase order or other documents submitted by or on behalf of Buyer at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Terms of Sale, and are hereby expressly rejected by Seller. These Terms of Sale shall be deemed accepted by Buyer without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Seller in a writing signed by Seller.

2. **SHIPMENT; TITLE; RISK OF LOSS.** All shipping dates are approximate and not guaranteed. Unless otherwise expressly stated in writing by Seller: i) title to the Goods shall pass with risk of loss, ii) risk of loss shall pass from Seller to Buyer once the Goods are loaded on the first carrier at Seller's facility, iii) all claims for loss or damage of Goods in transit must be filed against the carrier by Buyer, and iv) Buyer shall arrange and pay for freight, and shall unload shipments promptly at delivery. Any increase in freight rates for shipments, whether prepaid or not, and all demurrage shall be borne by Buyer. Unless otherwise specified by Seller in writing, Seller may ship 5% over or under the quantity ordered and the invoice shall be adjusted to reflect the quantity shipped.

3. **PRICES.** Unless otherwise specified in writing by Seller, all prices are exclusive of taxes, customs, duties, transportation and insurance, and any and all current or future tax or governmental charge (including sales tax) applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or collect shall be for Buyer's account, shall be added to the price and shall not be subject to reduction.

4. **EXCUSE OF PERFORMANCE.** The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other circumstances or causes beyond such party's reasonable control. If such event affects Seller, Seller may, without liability, allocate and distribute the Goods among such customers in such proportions as Seller, in its sole discretion, determines.

5. **WARRANTY.** Seller's express written limited or full warranties for the Goods are available at [www.BuildGP.com/tc](http://www.BuildGP.com/tc) or upon request. UNLESS THE GOODS ARE SUBJECT TO AN EXPRESS WRITTEN LIMITED OR FULL WARRANTY PROVIDED BY SELLER, THE GOODS ARE SOLD "AS IS, WITH ALL FAULTS", WITHOUT RECOURSE, AND SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Where applicable law does not permit the disclaimer of any implied warranty, the duration of such implied warranty shall be limited to the minimum legal duration for such implied warranty under applicable law.

6. **LIMITATION OF REMEDY AND LIABILITY.** IF THE GOODS ARE SUBJECT TO A WARRANTY PROVIDED BY SELLER, THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE ARISING FROM THE FAILURE OF THE GOODS TO CONFORM TO THE APPLICABLE WARRANTY SHALL BE LIMITED TO REPAIR, REPLACEMENT OR REFUND OF PURCHASE PRICE (AT SELLER'S OPTION). IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. **REJECTION OF NON-CONFORMING GOODS.** Unless otherwise set forth in an express written limited warranty or full warranty provided by Seller, rejection of non-conforming goods must be made by Buyer in writing within ten (10) days of receipt, and all defects ascertainable at time of giving notice shall be stated with particularity or deemed waived. In event of any complaint, shipment shall be held intact, and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to Seller. If full credit is allowed for non-conforming goods and unless otherwise set forth in a limited warranty or full warranty provided by Seller, the goods must be retained intact at the delivery point, and Seller shall have 60 days from the date of such allowance to dispose of such goods. Under no circumstances are goods to be returned to Seller unless Buyer has written permission of Seller to do so. A claim that goods are non-conforming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with these Terms of Sale, and, in the event of subsequent allowance of any claim, Seller shall promptly make payment to Buyer for the amount so allowed.

8. **FURTHER HANDLING.** Buyer shall indemnify, defend and hold harmless Seller, its affiliates and their respective officers, directors, employees, representatives and agents from and against, any and all claims, losses, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting from the use, handling, manufacture, processing, alteration, distribution, sale or marketing of the Goods, or any other action or inaction with regard to the Goods, in each case after the delivery thereof to Buyer; provided however, that Buyer shall not be liable to Seller for damages directly caused by the sole negligence of Seller or by Seller's breach of warranty expressly set forth in Seller's written limited or full warranties available at [www.BuildGP.com/tc](http://www.BuildGP.com/tc) or upon request.

9. **PAYMENT TERMS; CREDIT REQUIREMENTS.** Except as otherwise specified in writing by Seller, terms of payment are net 30 days from date of Seller's invoice in U.S. currency. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. Seller shall have the right to set-off any amounts owing from Buyer against any amounts payable to Buyer. In the event that Seller determines, at any time in its sole discretion, that the credit of Buyer or of any person providing credit support for Buyer's obligations is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement or instrument supporting Buyer's obligations, Seller shall have the right, among any other rights provided by applicable law, to declare immediately due and payable any and all amounts owed by Buyer to Seller, whether under these Terms of Sale or otherwise, and to suspend and/or terminate further production and delivery to Buyer of any order until credit arrangements satisfactory to Seller in its sole judgment have been established. Buyer acknowledges that it may be charged an interest rate of 18% per annum, calculated on the basis of a 365-day calendar year, on all balances outstanding more than 30 days after the date of invoice.

10. **EXPORT CONTROL REGULATIONS.** All Goods by Seller are subject to the export control laws of the USA, and Buyer agrees not to divert or resell the Goods contrary to such laws. If any license or consent of any government or other authority is required for the acquisition, carriage or use of product by Buyer, Buyer will obtain the same at its expense and provide evidence of the same to Seller on request. Failure to do so will entitle Seller to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.

11. **ANTICORRUPTION.** Buyer shall comply with all applicable anti-bribery laws of the USA (including the United States Foreign Corrupt Practices Act) or other country. Buyer represents that it, and each of its owners, directors, officers, employees and other persons acting on its behalf, has not and will not, in connection with any transactions involving Seller or its products, directly or indirectly: (a) offer, promise, authorize or make any payments of money or anything of value to any government official or employee, foreign political party or party official or any candidate for foreign political office (collectively, "government official") or any agent or intermediary for further payment to any government official (i) to influence the acts of the government official, (ii) to induce the government official to use his influence with a government, or (iii) to obtain an improper advantage; or (b) otherwise offer, promise, or pay any illegal bribe, kickback, facilitation payment or other payment in violation of any applicable law. "Government" includes any company or other entity owned or controlled by the government. A person does not cease to be a government official by purporting to act in a private capacity or by the fact that he or she serves without compensation. If Seller determines reasonably and in good faith that there has been a breach of any such representation or warranty, Seller shall have the right unilaterally to withhold or delay shipment.

12. **GOVERNING LAW; SEVERABILITY.** These Terms of Sale shall be governed by the laws of the State of Delaware, USA, without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Sale. If any provision of these Terms of Sale is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of these Terms of Sale.

13. **MISCELLANEOUS.** These Terms of Sale shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. Buyer shall not assign its rights or obligations under these Terms of Sale without Seller's prior written consent. No waiver of any provision of these Terms of Sale by Seller will be valid unless the same is in writing and signed by Seller. Seller reserves the right to unilaterally modify any portion of these Terms of Sale without prior notice effective immediately upon posting at the Georgia-Pacific website ([www.BuildGP.com/tc](http://www.BuildGP.com/tc)). The current version of these Terms of Sale and any modifications supersede all prior versions of these Terms of Sale and is available at the Georgia-Pacific website ([www.BuildGP.com/tc](http://www.BuildGP.com/tc)) or upon request.