

**1. TERMS AND CONDITIONS.** These General Terms and Conditions of Sale ("Terms and Conditions") shall apply to all sales of goods and products ("Products") by Applegate Greenfiber Acquisition, LLC d/b/a Greenfiber and its affiliates ("Greenfiber"), and are hereby incorporated into and made a part of every proposal, quotation, or purchase order issued or accepted by Greenfiber to or from the buyer identified in such proposal, quotation or purchase order ("Buyer"). Buyer shall be deemed to have accepted and agreed to these Terms and Conditions by purchasing Products from Greenfiber pursuant to any such proposal, quotation, or purchase order (each, an "Order"). These Terms and Conditions, together with the Order and any other document referenced herein are hereby collectively referred to as the "Agreement". If any provision in the Order is inconsistent with these Terms and Conditions, the provision of the Order will govern. No additional or different terms or conditions in any Order or any modifications, changes, or amendments to this Agreement shall be binding upon Greenfiber unless specifically agreed to in writing by an authorized representative of Greenfiber. Any additional or different terms already or hereafter proposed by Buyer, whether in an Order or other communication or otherwise, are hereby rejected and shall not apply. The lack of objection by Greenfiber to any additional, modifying, or deleting provisions contained in any Orders or other communications from Buyer shall not be construed either as a waiver of the terms of this Agreement or as an acceptance by Greenfiber of any deviation from this Agreement. These Terms and Conditions are subject to change without prior written notice at anytime, in Greenfiber's sole discretion. An Order shall be governed by the Terms and Conditions in effect as of the date of acceptance of such Order by Greenfiber. Any of Buyer's information obtained by Greenfiber through an Order, including, but not limited to, personal and payment information, shall be governed by Greenfiber's Privacy Policy (<https://www.greenfiber.com/privacy-policy/>), incorporated herein by reference.

**2. PURCHASE ORDERS.** All Orders placed by Buyer for Products shall be subject to these Terms and Conditions, and shall be subject to a notice of acceptance by Greenfiber. Greenfiber is under no obligation to accept any Order, and may reject any Order in its sole discretion for any or no reason. Changes and/or additions to the Products in any order accepted by Greenfiber shall only be made by issuing a revised Order agreed to by Buyer and accepted by Greenfiber. Any such revised Order shall describe the change in Products, quantity, and price, or estimated delivery dates affected by the revised Order. Greenfiber shall have the right to terminate any Order, in whole or in part, at any time prior to shipment, without any liability to Buyer except for a refund of any amount paid for such terminated Order (as applicable), immediately upon written notice to Buyer.

**3. PRICES.** All price quotations made by Greenfiber are conditioned upon the terms of this Agreement. No Order shall be binding upon Greenfiber until communication of acceptance is issued by an authorized representative of Greenfiber. Prices for Products are subject to change without notice; provided, however, that Greenfiber shall not change the prices of any Products on any Order accepted by Greenfiber; provided, further, that Greenfiber shall be entitled to increase the price of any Products prior to shipment of Products under an applicable Order in the event of any increase in Greenfiber's cost of supplying the Products caused by any level of governmental law, regulation, tax, supply chain disruption, increase in cost of materials or production, or any other burden imposed after the acceptance of an Order on the ownership, storage, processing, production, transportation, distribution, use, or sale of the Products. All prices for Products listed in Greenfiber publications are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by formal quotation by Greenfiber. Prices for Products do not include transportation charges, insurance costs, export/import duties, licenses or fees, or any tax or governmental charge of any nature whatsoever. All insurance premiums, tariffs, export and import duties, custom broker's charges, taxes and other such charges shall be paid by Buyer. Any claim for exemption by Buyer shall, if applicable, be effective only after receipt of proper exemption forms by Greenfiber. Greenfiber will prepare export packaging when requested (at an additional quoted price), and furnish pro forma export invoices and export declarations according to its best ability and judgment, but without liability for fines or other charges due to unintentional error or incorrect declarations.

**4. SHIPMENT AND DELIVERY.** Unless otherwise agreed in writing between the parties, all shipments of Products shall be FOB Greenfiber's facility (Incoterms 2020). Greenfiber shall not be liable for any loss or damages sustained by Buyer in the event that Products are not received by the delivery date. If Greenfiber determines that it is unlikely to be able to

deliver on such date, it will promptly notify Buyer. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Buyer shall be responsible for all shipping charges, including but not limited to shipping, transportation, duties and insurance costs. Unless as otherwise specified in an Order, or as required by the carrier delivering the Products, Buyer shall inspect the Products within ten (10) days of receipt (the "Inspection Period") and either accept or, if the Products do not conform to the specifications set forth in the Order ("Nonconforming Products"), reject such Products. Buyer will be deemed to have accepted the Products unless it provides Greenfiber with written notice of rejection upon the conclusion of the Acceptance Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by Greenfiber (including the subject Products, or a representative sample thereof, which Buyer contends are Nonconforming Products). All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Products shall be deemed to have been accepted by Buyer, and no attempted revocation of acceptance will be effective. If Buyer timely notifies Greenfiber of any Nonconforming Products, Greenfiber shall determine, in its reasonable discretion, whether the Products are Nonconforming Products. BUYER'S EXCLUSIVE REMEDY, AND GREENFIBER'S SOLE OBLIGATION, FOR ANY NONCONFORMING PRODUCTS SHALL BE, AT GREENFIBER'S SOLE DISCRETION, EITHER: (I) A CREDIT IN AN AMOUNT EQUAL TO THE PRICE PAID FOR THE NONCONFORMING PRODUCTS; OR (II) REPLACEMENT PRODUCTS SHIPPED TO BUYER'S DESTINATION AT GREENFIBER'S EXPENSE.

**5. TERMS OF PAYMENT.** Unless specified otherwise by Greenfiber, all Products shall be invoiced upon shipment of the Products. Unless otherwise agreed by the parties in writing, Buyer shall pay all invoices within thirty (30) days from the date of the invoice. Greenfiber reserves the right to modify its payment terms from time to time, upon reasonable advanced notice to Buyer. A charge of 18% per annum (or the maximum amount allowed by law, if less) will be made on past due accounts. Buyer shall reimburse Greenfiber for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Buyer of this Agreement. In addition to all other remedies available under this Agreement or at law (which Greenfiber does not waive by the exercise of any rights under this Agreement), Greenfiber shall be entitled to suspend the delivery of any Products under this or any other agreement between the parties, if Buyer fails to pay any amount when due hereunder and such failure continues for five (5) days following written notice thereof. Buyer shall not withhold payment of any amount due and payable by reason of any set-off of any claim or dispute with Greenfiber, whether relating to Greenfiber's breach, bankruptcy or otherwise.

**6. INSTALLATION.** Greenfiber has no obligation for the installation of the Products. Buyer assumes all liability for installation of the Products and shall be responsible for ensuring that the installation complies with: (i) all applicable federal, state and local health, building and safety laws, codes and regulations; and (ii) Greenfiber's instructions for the installation, curing, and drying of the Products. BUYER HEREBY RELEASES, WAIVES, AND HOLDS HARMLESS GREENFIBER FROM ANY AND ALL LIABILITY, ACTIONS, DAMAGES, AND CLAIMS OF ANY KIND AND NATURE WHATSOEVER ARISING FROM THE INSTALLATION OF THE PRODUCTS.

**7. WARRANTY.** Greenfiber represents and warrants to Buyer, and to any owner of a building in which the Products are originally installed, that the Products will comply with Greenfiber's limited lifetime warranty coverage in effect at the time of Buyer's purchase of the Products, as currently set forth at <https://www.greenfiber.com/uploads/documents/Limited-Lifetime-Warranty.pdf>.

**8. INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD GREENFIBER, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, REASONABLE EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY, "CLAIMS/LIABILITIES")

ASSERTED OR INITIATED BY A THIRD PARTY ARISING OUT OF (i) BUYER'S VIOLATION OF APPLICABLE LAWS, RULES, OR REGULATIONS (INCLUDING BUILDING AND SAFETY CODES); (ii) BUYER'S BREACH OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THIS AGREEMENT; (iii) ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF BUYER IN THE PERFORMANCE OF THIS AGREEMENT; (iv) ANY CLAIM ARISING FROM THE INSTALLATION OR USE OF THE PRODUCTS; AND (v) ANY INJURY OR DEATH TO ANY PERSONS OR DAMAGE TO ANY PROPERTY RESULTING FROM THE PRODUCTS.

**9. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GREENFIBER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR "COSTS OF COVER" ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WERE MADE KNOWN OR WAS FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY OF GREENFIBER AND ITS AFFILIATES TO BUYER AND ITS AFFILIATES, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO GREENFIBER UNDER AN ORDER FOR THE PRODUCTS FROM WHICH THE CLAIM AROSE. THE DAMAGE LIMITATIONS PROVIDED IN THIS AGREEMENT AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN). THESE LIMITATIONS ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE. BUYER SHALL HAVE ONE (1) YEAR FROM THE ACCRUAL OF A CAUSE OF ACTION TO BRING SUCH CLAIM; PROVIDED, HOWEVER, IF BUYER FAILS TO BRING SUCH CLAIM WITHIN SUCH ONE (1) YEAR PERIOD, THEN BUYER SHALL BE DEEMED TO HAVE WAIVED SUCH CLAIM, INCLUDING ALL LEGAL AND EQUITABLE REMEDIES.

**10. CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Greenfiber, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Greenfiber to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Greenfiber in writing. Upon Greenfiber's request, Buyer shall promptly return all documents and other materials received from Greenfiber. Greenfiber shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

**11. INTELLECTUAL PROPERTY RIGHTS.** Greenfiber retains all right, title, and interest in all of the intellectual property rights related to the Products, and Buyer hereby assigns to Greenfiber any right that it may be deemed to own therein. The sale of any Products to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property ownership or license whatsoever.

**12. FORCE MAJEURE.** Greenfiber shall not be liable for damages under this Agreement for a delay or failure in its performance under this Agreement as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over Greenfiber, its subcontractors, and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, pandemics, epidemics, quarantine restrictions, war, acts of public enemies, strikes, labor disputes, or inability to obtain necessary labor, supply chain disruptions, manufacturing facilities, material or components from Greenfiber's usual sources; fires, floods or other catastrophes; cyber attacks or any other interruptions, loss, or malfunctions of utilities, communications or computer (software or hardware) services; acts of God, acts of omissions of Buyer or any causes beyond the reasonable control of Greenfiber and/or of its suppliers. Upon the giving of prompt written notice

to Buyer of any such causes of a delay or failure in its performance of any obligation under this Agreement, the time of performance by Greenfiber shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

**13.** As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Greenfiber a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products sold hereunder, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this section constitutes a purchase money security interest under the applicable Uniform Commercial Code. Buyer authorizes Greenfiber to file a financing statement describing the Products (which may include generic references or categories) and agrees to execute such other documentation, and to take such other and further action as may be required by Greenfiber, for the purposes of maintaining and perfecting such security interests.

**14. RESTOCKING POLICY.** Buyer may return Products under this Section 14 only if, upon Greenfiber's inspection, they are in usable, resalable condition and eligible to go directly back into inventory. This Section does not apply to returns for quality issues. Products must be returned, at Buyer's expense, to the original Greenfiber plant within fourteen (14) days of delivery, including return freight. Palletized Products may only be returned in full pallet counts. Damaged Products or broken pallets are not eligible for credit. All returns are subject to a 25% restocking fee. Buyer will receive a credit memo for returned Products that meet these criteria, credited at the bag sale price excluding allocated freight.

**15. MISCELLANEOUS.** This Agreement: (a) may be modified only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be interpreted, construed and enforced in accordance with, the laws of the State of North Carolina, without giving effect to its conflict of laws rules; (d) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns; and (e) constitutes the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous written or oral negotiations, understandings, agreements, representations, and warranties, with respect to the subject matter herein. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. Buyer may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Greenfiber. Greenfiber may freely assign or transfer any of its rights, obligations, or interests of this Agreement without prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. Unless otherwise agreed by the parties, no assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. Each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Mecklenburg County, North Carolina, to govern all disputes arising out of or relating to this Agreement. Greenfiber and Buyer each hereby waives any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or relating to this Agreement. The due performance or observance by a party of any of its obligations under this Agreement may be waived only by a writing signed by the party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15 of this Agreement, as well as any other provision that, in order to give proper effect to its intent should survive the expiration or termination of this Agreement, will survive such expiration or termination. As business processes improve from technology changes, both parties agree to review to engage in good faith efforts to review and implement such changes upon mutual agreement between the parties.