

TERRASLATE PAPER, LLC TERMS AND CONDITIONS OF SALE

1. **Applicability.** ALL TRANSACTIONS FOR THE SALE OF GOODS AND/OR DESIGN SERVICES (collectively, “Products”) FROM TERRASLATE PAPER, LLC (“Seller”) ARE GOVERNED BY THESE TERMS AND CONDITIONS OF SALE (“Terms”), REGARDLESS OF WHETHER THESE TERMS ARE (a) ATTACHED TO SELLER’S INVOICE OR QUOTE, (b) POSTED ON SELLER’S WEBSITE, OR (c) DELIVERED SEPARATELY, AND SHALL BE DEEMED IRREVOCABLY ACCEPTED BY BUYER UPON THE EARLIEST OF BUYER’S (i) ISSUANCE OF A PURCHASE ORDER TO SELLER, (ii) RECEIPT OF THE PRODUCT, or (iii) PAYMENT FOR THE PRODUCT. ANY PROPOSAL CONTAINING DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO AND DISALLOWED. THESE TERMS PREVAIL OVER ANY OF BUYER’S GENERAL TERMS AND CONDITIONS OF PURCHASE OR PURCHASE ORDERS.
2. **Price and Payment.** Buyer shall (a) purchase the Products from Seller at the prices set forth on Seller’s website or in Seller’s invoice, if any. Buyer shall pay all prices prior to Seller’s shipment of the Products, (b) make all payments hereunder by wire transfer, check, or direct deposit and in US dollars, (c) pay interest on all late payments at the lesser of the rate of 3% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, and (d) reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to Seller shall be made without Seller’s prior, express written approval. In addition to all other remedies available at law or in equity, Seller shall be entitled to suspend the delivery of any Products until Buyer pays all prices to Seller. Acceptance of any order is subject to final credit approval by Seller. Seller reserves the right to cancel any sale if Seller deems Buyer unable to pay for any Products. Seller reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed Buyer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to Seller.
3. **Shipping and Taxes.** Buyer shall pay the costs of delivery of the Products. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall pay all such taxes and other charges to the applicable Government Authority when due.
4. **Title and Risk of Loss.** Title to the Products shall transfer to Buyer upon the later of (a) the date Seller is paid in full for the Products, and (b) the date Seller ships the Products. Risk of loss, including, but not limited to the risk of loss, theft, damage or destruction of the Products, transfers to Buyer F.O.B. Seller’s facility.
5. **Indemnification Generally.** To the maximum extent provided by law, Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, and its and their respective officers, directors, shareholders, members, partners, and employees, and the successors and assigns of all of the foregoing (collectively, “Seller Group”) from and against any and all claims, demands, actions, losses, costs, expenses, liabilities, damages, fines, and penalties, including court costs, attorneys’ and professionals’ fees and expenses, and other litigation or settlement expenses (“Claims”) sustained or incurred by a member of Seller Group, arising out of or in connection with (a) a negligent or wrongful act or omission of, or a breach of the representations, warranties, or covenants of this Agreement by, Buyer or its personnel or subcontractors, or (b) any content to be printed on the Product or to be included, at Buyer’s request or direction, in any design services (“Design Services”) including, but not limited to, logos, trademarks, photos, illustrations, and written content.
6. **Infringement.** To the maximum extent provided by law, Buyer shall indemnify, defend, and hold harmless Seller Group from and against any and all Claims sustained or incurred by a member of Seller Group, arising out of, or in connection with, any allegation that the Materials, the Design Services, or any content printed on the Product, infringes, misappropriates, or violates the Intellectual Property Rights of any third party. “Intellectual Property Rights” means patents, utility models, rights to inventions, copyright, trademarks, service marks, business names, domain names, rights in get-up and trade dress, goodwill, the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
7. **Design Services.** Buyer acknowledges that Seller’s ability to provide the Design Services is dependent upon the full and timely cooperation of Buyer (which Buyer agrees to provide), as well as the accuracy and completeness of the design specifications provided by Buyer. Accordingly, Buyer shall provide Seller with access to, and use of, all designs, information, data and documentation (“Materials”) reasonably required by Seller for the performance of the Design Services. Buyer shall be responsible for the accuracy and completeness of such Materials. All Intellectual Property Rights in a Product that are not Materials shall be the property of Seller, and Seller hereby grants Buyer a non-exclusive license of such Intellectual Property Rights for the purpose of utilizing the Products.
8. **License.** Buyer hereby grants to Seller a non-exclusive, royalty-free, fully paid-up, transferable, worldwide license to the Product purchased by Buyer (including all content contained therein), the Materials, and the Design Services for all legal purposes, including for the purposes of Seller performing its obligations under this Agreement, Seller’s online and print advertising and marketing, including within sample packets provided by Seller to prospective buyers.
9. **DMCA.** If Buyer believes any content on Seller’s website infringes Buyer’s copyright or trademark rights, Buyer may request such content be removed by following the notice and take-down procedures of the Digital Millennium Copyright Act. To follow those procedures, contact Seller’s copyright agent (identified below) and provide the following information: (a) a clear statement identifying the works or content believed to be infringed, (b) a statement from the copyright holder or authorized representative that the content are believed to be infringing, (c) sufficient information about the location of the allegedly infringing content so that Seller can find and verify its existence, (d) Buyer’s name, telephone number and email address, (e) a statement from Buyer under penalty of perjury that the information supplied is accurate, and that Buyer is authorized to act on the copyright owner’s behalf, and (f) a signature or the electronic equivalent from the copyright holder or authorized representative. Seller’s agent for notice of copyright issues on the website can be reached as follows: TerraSlate Paper, LLC, Attn: Legal Department, 2240 S. Delaware St., Denver, CO 80223.
10. **DISCLAIMER OF WARRANTIES.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR THE DESIGN SERVICES, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PRODUCTS AND DESIGN SERVICES SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY SELLER IN WRITING. SELLER’S SOLE OBLIGATION FOR A REMEDY TO BUYER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS AND DESIGN SERVICES. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS AND DESIGN SERVICES PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.
11. **LIMITATION OF LIABILITY.** No claim by Buyer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of the applicable Product or Design Service, as applicable, shall be greater in amount than the purchase price for the Products or Design Service, as applicable in respect of which damages are claimed. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO,

LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS OR DESIGN SERVICES SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS OR DESIGN SERVICES SOLD HEREUNDER.

12. **Inspection.** Buyer shall inspect the Products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Buyer to provide Seller with written notice of a claim within 10 days from the date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Buyer of all claims with respect to such Products.

13. **Excusable Delays.** If the delivery by Seller of any Products covered hereby is prevented, restricted, or interfered with by reason of any event beyond the reasonable control of Seller, Seller shall be excused from making deliveries hereunder to the extent of such prevention, restriction, or interference, and Seller shall not be liable to Buyer for default or delay in performing.

14. **Cumulative Remedies.** Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to Seller.

15. **Governing Law and Venue.** These Terms shall be construed, and the respective rights and duties of Buyer and Seller shall be determined, according to the laws of the State of Colorado, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to these Terms. Any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Colorado in each case located in the City of Denver and County of Denver, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

16. **No Assignment.** This contract between Buyer and Seller is not transferable or assignable by Buyer without the prior written consent of Seller. Any transfer or assignment in contravention of this Section shall be null and void.

17. **Compliance with Laws; Export Laws.** Buyer and Seller shall comply with all applicable international, national, state, regional and local laws and regulations with respect to their performance of this contract. Buyer agrees to adhere to all applicable export and import laws and regulations with respect to the Products.

18. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate a sale with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under these Terms; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

19. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, data, business operations, pricing, discounts or rebates, disclosed by Seller 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 the sale is confidential, solely for the use of performing the sale and may not be disclosed or copied unless authorized in advance by Seller in writing. 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.

20. **Independent Contractor.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms or any Seller invoice shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. **No Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of Seller's invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms with respect to a sale including, but not limited to, the following provisions: Price; Payment Terms, Confidential Information, Indemnification, Governing Law and Venue, and Survival.

24. **Miscellaneous.** Seller's invoice or quote and these Terms are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Buyer or submitted to Seller. These Terms can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by Seller of any of these Terms or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Terms. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these Terms.