

## **Georgia-Pacific Consumer Products Retail Terms and Conditions of Sale (Retail Tissue, Towel, Napkin and Tableware Products)**

These Terms and Conditions (the “Conditions”) bind Georgia-Pacific Consumer Products LP and Dixie Consumer Products LLC, Retail Business (“Seller”) and its customer (“Buyer”) regarding the sale and purchase of Seller goods (“Goods”), and supersede all prior agreements, proposals and discussions among the parties with respect to the purchase and sale of such Goods other than a written agreement signed by both parties. Any additional, inconsistent or different terms or conditions contained in a Buyer’s purchase order or other documents submitted to Seller 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 and conditions, and are hereby expressly rejected by Seller. These Conditions 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.

1. **Acceptance of Orders.** All orders are subject to acceptance by Seller at Seller’s designated locations. Sales representatives have authority to transmit orders, but are not authorized to accept orders or otherwise bind Seller in any way. Seller reserves the right to withdraw Goods from sale and modify these Conditions without prior notice. Orders that do not originate from approved customers; do not conform to current Seller volume or pricing policies or contain terms which conflict with these Conditions shall be considered rejected without further notice to the originator. In the event of a shortage of Goods, Seller reserves the right to allocate available Goods among customers in its own discretion.
2. **Shipment and Risk of Loss.** Unless otherwise agreed, all sales are FOB Seller’s shipping point, and title and risk of loss or damage transfers to Buyer at that point. Carriers are chosen by Seller, with normal carrier freight prepaid by Seller. Shipments outside the continental United States will be FAS port of embarkation. Goods may not be returned to Seller without express written consent of Seller.
3. **Export Sales.** Customer expressly acknowledges and agrees not to export, reexport, or provide Goods to any person, entity or destination prohibited under United States law from receiving such Goods, without obtaining prior U.S. Government authorization. Seller’s warranties for exported Goods may vary or may be null and void for products exported outside the United States. Unless otherwise specifically agreed by Seller in writing, Buyer takes full responsibility for ensuring that the Goods comply with the laws of the country of destination. Neither party shall take (or be required to take) any action that is impermissible or penalized, or refrain from taking any action that is required, under the laws of the United States or any applicable foreign jurisdiction, including without limitation the United States antiboycott laws.
4. **Prices and Payment Terms.** Prices quoted are for the Goods described for one order and one billing. Prices applicable are those in effect at the time of acceptance of the order. Taxes (except Seller’s income tax), special handling, storage or shipping charges, insurance, and other similar charges are additional and paid by Buyer. Unless otherwise agreed, payment is due net thirty (30) days from the date of invoice in U.S. dollars in immediately available funds, without set off or deduction. Delinquent payments shall be subject to post maturity charges of one and one-half percent per month or the highest rate permitted by law at the point of delivery. A delinquent Buyer shall pay Seller’s reasonable costs of collection, including attorney’s fees and court costs. Seller in its sole discretion may withhold shipments, require advance payment prior to shipment, or cancel orders of any delinquent Buyer, notwithstanding earlier acceptance. Seller may increase prices at any time without prior notice. In the event of a price decline, Seller shall have no liability or obligation to refund any portion of payment resulting from prior sales.
5. **Warranty and Limitation of Liability.** Representations regarding the composition and performance of the Goods are believed reliable, but SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING SUCH INFORMATION OR GOODS EXCEPT THAT SELLER WARRANTS THAT IT HAS GOOD TITLE TO THE GOODS AND THE GOODS WILL CONFORM TO THEN CURRENT SPECIFICATIONS AT THE TIME OF DELIVERY. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller’s liability for breach of the above warranty, whether at law, in tort or in contract, shall not exceed the cost to Buyer of the defective goods. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SAME.
6. **Claims.** Claims made against Seller in connection with defective Goods must be made in writing within ninety (90) days of the date of delivery or they are waived by Buyer and will not be considered by Seller.

Claims for short shipments must be made within ten (10) days of delivery or they are waived. Buyer's sole remedy for defective Goods shall be in accordance with applicable Seller policies. Defective Goods are subject to inspection and review by Seller prior to adjustment of the claim. ANY LEGAL ACTION AGAINST SELLER IN CONNECTION WITH THE SALE OF GOODS, INCLUDING BUT NOT LIMITED TO QUANTITY, PRICES, PROMOTIONAL ALLOWANCES, PRODUCT PERFORMANCE, OR BREACH OF WARRANTY, UNDER ANY THEORY, MUST BE COMMENCED WITHIN TWO (2) YEARS OF THE DATE OF INVOICE. THEREAFTER, SUCH SUITS ARE BARRED, OTHER STATUTES OF LIMITATIONS NOTWITHSTANDING. Buyer agrees to this limitation of actions by placing an order with Seller.

7. Force Majeure. Seller's performance under any order accepted pursuant to these Conditions shall be excused in the event of fire, explosion, flood, severe weather, accident, strike, governmental act, embargo, shortages of raw materials or fuel, computer system failure, war or military action, riot, civil disturbance or any other event beyond the control of Seller or which materially affects the economic basis of the bargain ("force majeure"). Seller's performance in the event of a force majeure shall be excused for so long as the cause continues, without liability. If the force majeure shall continue unabated for ninety (90) consecutive days, Seller may, at its option, cancel any order so affected without liability.
8. Custom Print Sales. In the event that Buyer orders Goods which include graphics, slogans, and other material provided by Buyer, Buyer is responsible for compliance with all laws governing labeling and packaging utilizing that material and for ensuring that the material does not infringe upon the rights of any third party (patents, trademarks, copyrights, trade dress, etc.) and for the consequences of use and sales of such Goods. Buyer will defend, indemnify and hold Seller harmless for all claims, costs, and expenses arising out of any disputes involving the materials which Buyer supplies, notwithstanding the fact that Seller has produced or otherwise approved such materials. All sales of custom print Goods are final. No returns will be permitted.
9. Confidential Information. Seller's obligations of confidentiality and non-use shall be strictly limited to Buyer's product specifications and business information. Buyer agrees that no right, title, or interest in any intellectual property is transferred by this sale of Goods from Seller.
10. Assignability. Orders accepted by Seller may not be assigned or otherwise transferred by Buyer without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any attempt to so assign or transfer shall not relieve Buyer of its obligation to accept and pay for Goods which it ordered.
11. Pickup Deliveries. In circumstances in which Seller permits Buyer to pick up Goods at Seller's facility, Buyer agrees unconditionally to deliver the Goods to the destination indicated on the order. In addition to any other remedies available to Seller, Buyer shall reimburse Seller for the full amount of any allowance granted to Buyer for pick up if the Goods are not delivered to the location indicated on the order. Breach of this condition is material to the contract and will subject Buyer to legal action by Seller.
12. Entire Agreement. These Conditions supersede all prior inconsistent undertakings by Seller, written or oral. Orders placed through electronic means are subject to these terms in addition to any other agreements concerning electronic procedures, and if there are inconsistencies between such other agreements and these Conditions, the terms hereof shall control.
13. Governing Law; Consent to Jurisdiction and Venue. These Conditions shall be governed by the laws of the State of Delaware, USA, and the courts of Delaware shall have exclusive jurisdiction without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN SUCH COURTS. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Conditions.
14. Non-Government Contract. Unless otherwise agreed by Seller separately in writing, Seller does not accept government contract or grant related clauses or requirements through flow down, incorporation by reference or otherwise, including pricing and domestic preference requirements and makes no representations or certifications regarding compliance with any such government requirements, regulations or statutes.
15. Compliance with Anti-Bribery Laws. Buyer will comply with all applicable anti-bribery and anti-corruption laws, regulations, rules and requirements including the United States Foreign Corrupt Practices Act ("FCPA"), the laws, regulations, rules and requirements of Buyer's country, and any other applicable laws, regulations, rules and requirements. In accordance with this understanding, Buyer represents that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf, has not

and will not, in connection with any business 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 to any agent or intermediary for further payment to any Government Official, (i) to influence the acts or decisions of such Government Official, (ii) to induce the Government Official to do or omit to do any act in violation of a lawful duty, (iii) to obtain any improper advantage, or (iv) to induce the Government Official to use his or her influence in order to affect any government act or decision, in order to obtain, retain, or direct business to any person or entity; or (b) otherwise offer, promise, authorize or pay any illegal bribe, kickback or other payment in violation of any applicable law; this prohibition includes "Facilitation Payments." A "Government Official" includes any appointed, elected, or honorary official or any career or other employee of any non-U.S. national, regional or local Government or of a public international organization; any non-U.S. political party or party official; or any candidate for non-U.S. political office, in any country. The "Government" includes any agency, department, embassy or other government entity or instrumentality. It also includes any company or other entity owned or controlled by the Government, in whole or in part. 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. In the event Seller believes that Buyer is in breach of this paragraph, Buyer shall cooperate in good faith to determine the scope of such breach, and Seller shall have the right to terminate unilaterally any and all business transactions, agreements or arrangements with Buyer in its sole discretion and shall have no further financial obligations or liabilities to Buyer. Buyer shall defend and indemnify Seller against any claims, damages, costs or other expenses arising from any violations of this Section 15.

16. Miscellaneous. These Conditions shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties; provided, however, that Buyer shall not assign its rights or obligations under the Conditions without Seller's prior written consent. No waiver of any provision of these Conditions by Seller shall be valid unless the same is in writing and signed by Seller. Seller reserves the right to unilaterally modify or amend any portion of these Conditions at any time without prior notice. The current version of these Conditions and any modifications or amendments supersede all prior versions of these Conditions. The most current version of these Conditions may be found at Seller's website ([www.gp.com/consumerproductstermsforsale/](http://www.gp.com/consumerproductstermsforsale/)) and is otherwise available upon request.

These Georgia-Pacific Consumer Products Retail Terms and Conditions of Sale (Retail Tissue, Towel, Napkin and Tableware Products) are updated as of February 25, 2011.