



WestRock
Terms and Conditions of Sale

1. **Terms; Acceptance of Orders; Entire Agreement.** All purchase orders ("Orders") received from a customer ("Customer") by seller ("WestRock") are subject to acceptance by WestRock and WestRock reserves the right to reject any Order. Except as otherwise specifically agreed in writing by WestRock, acceptance of an Order is expressly conditioned on Customer's assent to these Terms and Conditions of Sale ("Terms") and the waiver by Customer of any terms and conditions contained in any Order, confirmation, or any other communications of Customer, whether previously or hereafter delivered to WestRock, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any terms or conditions herein. WestRock hereby gives notice of its objection to any additional or different terms or conditions in any such Order, confirmation or communication. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or ten (10) days after delivery thereof to Customer will constitute agreement by Customer to these Terms. Customer's acceptance of these Terms constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements or understandings between the parties with respect to such subject matter. These Terms may not be altered or modified except in writing duly executed by both parties. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these Terms.
2. **Production and Shipping Dates.** Due to rapid changes in production levels and customer requirements, WestRock cannot commence manufacturing nor commit to an estimated schedule until it has received and accepted the Order. WestRock will schedule manufacturing of product based on available production capacity or availability of raw materials and tooling at the time of receipt of all necessary information. The completion of the Order is subject to acts of God or public enemy, fires, severe weather, strikes and labor shortages, delays caused or sanctions or embargoes imposed by governments, delays of suppliers in furnishing materials or services, and any causes beyond WestRock's control. In such event, WestRock will reschedule the Order into the next available production cycle. Once established by the parties, shipping dates are estimates and are not guaranteed. WestRock will use commercially reasonable efforts to make shipments as scheduled and reserves the right to make partial shipments.
3. **Prices.** Price for product and services will be as agreed to by the parties in writing. Unless otherwise agreed by WestRock in writing, prices may be subject to change without notice. Unless agreed by WestRock in writing, all prices exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. Customer must pay these taxes or duties directly if the law permits or will reimburse WestRock if WestRock is required to collect and pay them. If applicable, Customer will provide certificates of tax exemption in advance, or will provide evidence of tax payment upon request.
4. **Delivery, Title and Risk of Loss.** Unless otherwise agreed to by WestRock in writing, products will be shipped EXW WestRock's facility.
5. **Quantities.** WestRock will ship products within ten percent (10%) of the quantity ordered (over or under). Customer will accept and pay for the actual quantity of products shipped within this parameter and any amount shipped within this parameter constitutes full satisfaction of the Order.
6. **Payment.** Payment terms will be as agreed to by the parties in writing or, if not so agreed, pursuant to the terms set forth in the invoice.
7. **Cancellation.** All products supplied by WestRock are custom fabricated and are not stocked items. Orders placed by Customer with WestRock may not be cancelled subsequent to the acquisition of raw materials or tooling (if either are unique to Customer) or initiation of the manufacturing process except upon WestRock's written consent, and subject to Customer's acceptance of WestRock's cancellation and/or restocking charges that protect WestRock against applicable costs and losses.
8. **Equipment.** Extrusion dies, tools, printing plates or cylinders and other equipment manufactured or acquired by WestRock to fill the Order (collectively, "Equipment") will remain WestRock's property and in its sole possession and control. Any die service or other equipment charges assessed by WestRock are for the use of such Equipment and convey no ownership or intellectual property rights to Customer. If WestRock has not made shipments to Customer of products made with the Equipment for a period of one (1) year or if WestRock discontinues manufacturing products with such Equipment, WestRock may dispose of the Equipment after thirty (30) days prior written notice to Customer. Until then, WestRock will keep the Equipment available to fill Customer's orders.
9. **Specifications.** WestRock will manufacture product in accordance with the product requirements and standards agreed to by the parties in writing (collectively, the "Specifications"). Customer bears sole responsibility for ensuring that all Specifications are accurate and in compliance with all applicable local, municipal, provincial, federal and international laws, statutes, ordinances, rules, regulations or operating procedures now or hereafter enacted or promulgated by any legal or governmental entity. Color and proofs, samples, film, panopies, plates, etc., must be thoroughly inspected by Customer immediately upon receipt and is solely responsible for examining and proofreading them for accuracy before production.
10. **Warranties.** All product delivered to Customer will, at the time of such delivery, be free and clear of all liens, security interests and other encumbrances and will conform, in all material respects, to the Specifications. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. **Nonconforming Product.** Customer must notify WestRock in writing of any suspected breach of WestRock's warranties and hold such products for WestRock's inspection. Products may not be returned without written authorization from WestRock. Customer does not have the right to reject nonconforming product to the extent that: (a) the products were not stored in normal warehousing conditions in the original packaging as shipped, (b) such products were exposed to temperatures less than 4°C or higher than 49°C, or (c) the products were used for purposes other than its approved and intended uses. Customer must provide to WestRock all materials and documentation necessary for the investigation or resolution of any nonconforming product claims, including, but not limited to, product samples, weight tickets, and shipping and warehousing documents. WestRock will exercise its commercially reasonable efforts to, at its option, either replace at the original point of delivery, or allow a credit for, any such nonconforming products as soon as reasonably possible. Nonconforming product properly rejected by Customer will either be returned in accordance with WestRock's reasonable instructions and at WestRock's expense or disposed of by Customer in a manner authorized in advance by WestRock. This warranty and WestRock's remedial obligations hereunder will expire unless Customer notifies WestRock in writing of the warranty breach within ninety (90) days from the date of delivery.
12. **Limitations on Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING PRODUCTS IS THE REPLACEMENT OF THE PRODUCTS OR THE REFUND OF THE PURCHASE PRICE PAID, WHICHEVER OPTION WESTROCK SELECTS. WESTROCK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED TO THE ORDER SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PARTICULAR PRODUCTS OR SERVICES UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSE OF USE DAMAGES, ARISING OUT OF THIS ORDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Intellectual Property.** The sale of products or the performance of any services pursuant to the Order shall not be deemed to grant the Customer any rights, license or ownership interest in or to any intellectual property rights that pertain to the products purchased which may now or hereinafter be owned or controlled by WestRock, including but not limited to any patent, copyright or trademark rights in any sketches, drawings, prototypes, samples and/or final products shared with the Customer in product development and/or preparation.

14. **Quality.** The products shall comply with the Specifications, in which the main generic characteristics of the finished products are defined. Desired deviations, additions or exclusions from the Specifications must be communicated in writing to WestRock in advance of the Order and accepted by WestRock in writing before such deviations, additions or exclusions are applicable.

15. **Governing Law.** Each Order will be subject to the law of the country from which it is accepted without regard to such country's conflicts of laws.

16. **Miscellaneous.** Headings set forth herein are inserted for convenience and have no effect on the interpretation or construction of these Terms. If any provision of these Terms is deemed as a matter of law to be unenforceable or null and void, such provision will be deemed severed from the Terms and the rest of the Terms will continue in full force and effect. The failure of either party to demand strict performance of the terms hereof or to exercise any right conferred hereby shall not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future.

17. **Anti-Diversion.** The product(s) subject to these Terms (the "Products"), including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, "Regulated Products") may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal law, regulation or rule. The Customer shall be responsible for any breach of this Section by its customers, agents, distributors, resellers or vendors. A breach of this Section shall be considered a material breach of any agreement between the parties relating to the Products and WestRock may terminate any such agreement for cause without penalty.

FCEU
July 2016