

Pixelle Terms and Conditions of Sale (Revision – 12.12.18)

The Terms and Conditions set forth herein are incorporated by reference in all sales acknowledgements issued by Pixelle Specialty Solutions, LLC and its subsidiaries (collectively "Pixelle") and any applicable order, invoice or agreement between Pixelle and the buyer of goods ("Buyer") as if they were set forth therein. Acceptance of these Terms and Conditions is a condition precedent to a formation of any agreement between Pixelle and Buyer.

1. **TERMS AND ACKNOWLEDGEMENT.** The sales acknowledgement underlying the transaction (the "Acknowledgement") constitutes an offer by Pixelle to sell the goods specified therein (the "Goods") to the Buyer and is not an acceptance of any offer by the Buyer to purchase the Goods from Pixelle. The agreement between Pixelle and the Buyer regarding the sale of Goods consists of the Acknowledgement and the Terms and Conditions set forth herein, which are expressly accepted by and binding upon the Buyer. If an existing contract regarding the Goods at issue has been duly executed and signed by Pixelle and the Buyer, the terms and conditions set forth in such contract shall govern the sale. Pixelle's acceptance is expressly made conditional on Buyer's assent to all terms and conditions set forth herein, which shall constitute the entire contract of sale between the parties, notwithstanding any different or additional provisions on Buyer's purchase order. Buyer's assent to these Terms and Conditions will be conclusively evidenced by Buyer's failure to notify Pixelle in writing of any objections hereto within 15 calendar days after receipt of the Acknowledgment. Any terms printed on Buyer's purchase order that are inconsistent herewith shall be deemed to be objected to by Pixelle and Pixelle's failure to specifically object thereto shall not be construed as a waiver by Pixelle of the terms of the Acknowledgment.

2. **PRICE.** The prices and terms set forth on Pixelle's established price list for the sale of the Goods to customers of Buyer's classification in effect on the date of shipment from Pixelle's plant shall apply to the sale of the Goods. The price, if any, set forth on the Acknowledgement is the price in effect as of the date of the Acknowledgement and is included thereon for information only. Unless otherwise specified, in writing by Pixelle, Pixelle's prices do not include sales, use, excise or similar taxes, and the amount of any such taxes applicable to the production; sale or use thereof shall be for the Buyer's account.

3. **INSTALLMENTS.** Pixelle reserves the right to make deliveries of the Goods in installments. Each shipment made by Pixelle to Buyer shall be considered a separate and independent transaction, and the price for each shipment shall be determined and payment therefore shall be made accordingly. Buyer may not refuse to accept any lot of shipment of any Goods on the ground that there has been a failure to deliver any other lot or that material in any other lot was nonconforming.

4. **DELAYS.** Any time for shipment or delivery specified on the Acknowledgment (or valid modification thereto) constitutes only an estimate of the approximate time for delivery and Pixelle does not guarantee delivery by any date in any Acknowledgment. If any failure to deliver extends beyond such period of time and is a result of labor disputes or trouble of any kind, inadequate labor supply, accidents to or breakdown of machinery or equipment, failure of usual sources of supply material, government controls or restrictions of any kind, delay or failure of transportation, war, armed conflict, invasion, insurrection, embargo, blockade, fire, force majeure, acts of God, or any other contingencies beyond Pixelle's control, whether related or unrelated or similar or dissimilar, Pixelle shall have no liability whatsoever.

5. DELIVERY. Unless specially designated otherwise on the front of this Acknowledgement, delivery and transfer of title to Buyer will take place, upon transfer of the Goods to a common carrier at Pixelle's plant of manufacture, and, except as expressly provided herein, Pixelle's liability shall cease upon such transfer. Thereafter, all risk of loss and damage shall fall upon the Buyer.

6. PAYMENT. Terms of payment are from date of invoice, not date of shipment or delivery to Buyer. Interest at the rate of 1.2% per month will be charged on all bills not paid when due, not to exceed the maximum rate allowed by law. Buyer will not be entitled to any cash discount on the payment of any invoice when Buyer is indebted to Pixelle for any overdue amount. Any cash discount, if earned, is allowed on the balance of the invoice, after all freight charges and commissions have been deducted. If Buyer is in default in payment of any shipment, or if Pixelle shall have any reasonable grounds to doubt at any time Buyer's financial responsibility, Pixelle shall have the right, in addition to any other rights it may have, to stoppage in transit and/or to decline to make further shipments or deliveries except upon full payment therefore in advance. Buyer shall make no deductions including those for alleged damages) from any payment due hereunder, unless specifically authorized by Pixelle. In the event that Buyer defaults on its payment obligations hereunder, the Buyer shall be liable to Pixelle for Pixelle's costs of collection, including attorneys' fees and litigation expenses, in addition to the interest noted above.

7. LIMITED WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, PIRELLE HAS NOT GRANTED OR AGREED TO OR MADE, AS THE CASE MAY BE, ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS) EXCEPT THAT THE GOODS SHALL BE OF PIRELLE'S STANDARD QUALITY FOR THE GOODS DESCRIBED ON THE ACKNOWLEDGEMENT. It is expressly understood that any technical advice given by Pixelle's representatives or salesmen concerning the use or characteristics of the material sold hereunder shall be construed to be mere statements of opinion and shall neither be binding on nor enforceable against Pixelle, all such advice being given and accepted at Buyer's risk.

8. LIMITATION OF LIABILITY AND INSPECTION. PIRELLE SHALL NOT BE LIABLE TO THE BUYER WITH RESPECT TO ANY SALES OF PRODUCTS OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, WHETHER UNDER THEORIES OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF BUYER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND PIRELLE HEREBY DISCLAIMS ALL SUCH DAMAGES. NO CLAIM OF ANY KIND, WHETHER AS TO PRODUCTS DELIVERED OR FOR NON-DELIVERY OF PRODUCTS OR OTHERWISE, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Buyer shall inspect and test Goods delivered hereunder for damage, defect or shortage immediately upon receipt at Buyer's plant or such other location as determined by Buyer and provide Pixelle notice of any such damage, defect or shortage within 10 days of receipt. No claim of any kind, whether as to Goods delivered or for non-delivery of Goods or otherwise, shall be greater in amount than the purchase price of the Goods in respect of which damages are claimed. Pixelle's sole obligation as to any Goods that fail to materially conform to Pixelle's standard quality shall be limited to replacement thereof, or, at Pixelle's option, and as Buyer's sole and exclusive remedy, to refunding the purchase price thereof (plus any delivery costs borne by Buyer). Unless Buyer shall give written notice of claim to Pixelle within 90 days from date of invoice of the Goods, Buyer shall be deemed to have waived all claims with respect thereto. Buyer assumes all risk and liability with respect to the use of the Goods,

whether used alone or in combination with other products, and Buyer shall have the sole responsibility for determination of the suitability of the Goods for the use contemplated by Buyer. Any action for breach of any term hereof must be commenced within one year after the cause of action has accrued.

9. INDEMNIFICATION. Buyer shall indemnify, defend and hold Pixelle and its affiliates, officers, directors, employees, agents, licensees, sub-licensees and all their successors and assigns (collectively, the "Indemnitees") harmless from and against any and all losses, claims, demands, suits, damages, liabilities and related costs and expenses (including reasonable attorneys' fees and litigation expenses) incurred by or asserted against any Indemnitee arising out of or in any way connected with any of the following: (a) any violation by Buyer of applicable law in connection with the purchase of Goods hereunder; (b) a breach by Buyer of any provisions or warranty, if applicable, contained in these Terms and Condition; (c) accidents, occurrences, injuries or losses to or of any person or property that are in any way related to or result from, in whole or in part, the use and/or modification of the Goods by Buyer or Buyer's agents or employees, regardless of whether caused in part by an Indemnitee; and (d) any use or misuse by Buyer of any patent, copyright, trademark or trade secret or intellectual property right of Pixelle by reason of any unintended use of Goods. Buyer's indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Buyer or any subcontractor or supplier under worker compensations acts, disability benefits acts, or other employee benefit acts.

10. FREIGHT. When prices include the cost of transportation from point of shipment, Pixelle shall have the right to designate the means of transportation and routing, and if Buyer requires a more expensive means of routing, Buyer shall pay any extra cost involved.

11. MISCELLANEOUS. (a) Buyer's rights, interests or obligations hereunder any not be transferred, delegated, assumed or assigned, in whole or in part, without the prior written consent of Pixelle. (b) The failure of either party to enforce or to insist on performance of any of the provisions of these conditions, at any time, shall not be construed as a waiver of any such provision, and shall not affect or limit in any way such party's right thereafter to enforce and compel compliance with every term and condition hereof. (c) This Acknowledgement may be modified or rescinded only by a writing duly executed and signed by both parties or their duly authorized representatives. (d) This writing is intended by the parties hereto as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. (e) The Buyer represents that it is not insolvent and agrees to notify Pixelle promptly if Buyer becomes insolvent before delivery of the Goods. (f) The construction, performance and completion of the terms hereof shall be governed by the law of the Commonwealth of Pennsylvania. (g) Pixelle may assign or transfer any agreement between Pixelle and Buyer, in whole or in part, without the prior written consent of Buyer. (h) The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any agreement between Pixelle and Buyer.