



## **Solaris Paper AFH - Terms and Conditions of Sale**

These terms and conditions of commercial sale (the "Terms and Conditions") bind Solaris Paper Inc., or its subsidiaries as applicable, (in either case, the "Seller") and its Customer (the "Buyer") and apply to both parties and they form an integral part of all quotations and offers made by Seller, all acceptances, acknowledgements and confirmations by Seller of any purchase orders by Buyer and any agreements regarding the sale by the Seller and purchase by the Buyer of goods and services ("Products"), unless and to the extent Seller explicitly states otherwise. Seller reserves the right to unilaterally modify or amend any portion of these Terms and Conditions at any time without prior notice. This version of the Terms and Conditions supersedes all prior versions of Terms and Conditions. The most current version of these Terms and Conditions may be found at Seller's website – <https://solarispaper.com/terms-conditions> – and is also available upon request.

### **1. Acceptance**

ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.

### **2. Changes**

Purchase orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's accountants shall be conclusive on the parties hereto.

### **3. Delivery**

All sales are FOB Seller's shipping point unless otherwise noted. If Shipping and Handling Charges are quoted or invoiced, they will include charges in addition to actual freight costs. The Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries.

Delivery dates communicated or acknowledged by Seller are approximate only, and Seller shall not be liable for, nor shall Seller be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. Seller agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to such delivery date. Seller's performance under any order accepted pursuant to these Terms and Conditions shall

be excused in the event of fire, explosion, flood, severe weather, accident, strike, governmental act, embargo, shortage 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.

Delivered term of sale (Freight prepaid, FOB Buyer's dock): Delivery of the goods by the carrier to Buyer's shipping point stipulated on the purchase order shall complete Seller delivery to Buyer. Buyer shall bear all risk of loss or damage post receiving at Buyer's dock, including to further on redistribution warehouses(s). Seller is not responsible for any damages after Proof of Delivery Receipt at Buyer's dock stipulated on purchase contract.

## **DELIVERY TERMS & CONDITIONS**

### **MINIMUM ORDER SIZE - TISSUE AND TOWEL:**

- Truckload, Freight Prepaid - All 53' Truck Floor spots filled/ 28-30 pallets
- Truckload, Freight Collect - All 53' Truck Floor spots filled/ 28-30 pallets

\*We require 110"H 53'L trailer with swing-door due to product height restriction, please contact your Customer Service Representative with questions.

\* Trailers for freight collect (Self Pick Up) must be 53' dry van, swing open doors and 102" wide. OR driver must breakdown pallets and bring extra pallets for re-stacking of product. Driver is responsible to count, verify product condition & sign on BOL prior to breakdown of pallets & loading. All product must be signed & picked up complete upon appointment (no multiple pick-ups for same PO/release).

Customer Pick-up / Will Call term of sale (Freight Collect, FOB Seller's dock): Loading of the goods to Buyer-assigned-carrier-trailer at Seller's shipping point shall complete delivery to Buyer. Buyer shall bear all risk of loss or damage post loading including during transit into Buyer's location(s). Seller is not responsible for any damages after Proof of Delivery Receipt at Seller's dock.

Customer Pick-up Allowance: Where applicable and approved, Seller will offer a P/U Allowance as a line item discount off Buyer's invoice. P/U Allowance will be calculated and communicated by Solaris Sales to Buyer at time of order acknowledgement and will be based off the most recent freight lane rate from the Solaris shipping location to Buyer's destination.

Self Pick-up & LTL orders will require Buyer to select their own carrier and cover freight expense. Seller is not responsible for coordinating freight carrier or billing for any Self Pick-up or LTL freight orders. Authorization from Seller required for Self Pick-up programs or LTL freight orders.

### **DROP SHIPMENT / SPLIT TRUCK:**

Only one (1) additional Stop per Full truckload shipment can be accommodated.

Stops must be in-route and in geographic proximity to be received in one (1) day, maximum 50 miles from 1st stop to destination stop. Any restriction for stops within one (1) day transit may result

in delay of delivery date and charge back of truck layover fee. Total order with stop must be full truckload quantity per Minimum Order Term. Product invoice price will follow existing pricing to destination stop.

**Half Truckload Orders:** In conjunction with Sales and Customer Service, Buyer may place a half-truckload order if a corresponding half-truckload order is placed with another party to fill the truck. Delivery stops must be within 50 miles of each other and delivered the same day. A \$100 Service Charge applies to each half-truckload order. Additional transportation charges may be necessary depending on carrier requirements.

**Service Charge** - \$200.00 Drop Shipment Fee per truckload will be assessed to recover stop charge and increased warehouse handling/processing for Drop Shipment, Split Truck and Half Truckload orders.

#### **MINIMUM ORDER SIZE – DISPENSERS:**

Dispensers must be ordered separate of paper product orders. The PO price must reflect the distributor's established in-to-warehouse price. Deviated dispenser pricing is available through end-user or promotional pricing contract only and claim for credit accepted via the normal monthly rebate, with proof of delivery process. Any unauthorized dispenser deductions will result in credit hold and delay future shipments.

Full case quantities only. All LoCor dispensers and most Universal dispensers are packaged one (1) dispenser per ship case. Some non-LoCor Universal folded towel, jumbo bath and standard bath tissue dispenser SKU's are packaged in multiple dispensers per ship case. Please reference specific case pack details at [SolarisPaper.com/products/LoCor-dispensing-systems](http://SolarisPaper.com/products/LoCor-dispensing-systems).

#### **EXPEDITED SHIPPING FOR DISPENSERS:**

Buyer is 100% responsible for the cost of requested air shipments, which are sent out collect. Seller will request your UPS or FEDEX account number to enable the expedited shipment. The Solaris Paper AFH V.P. Sales must approve any exceptions.

#### **BUYING QUANTITY:**

Full pallets only per SKU as defined by Seller Selling Unit of Measure. Please contact Seller's / Solaris Paper Representative or Customer Service Representative for a copy of our Solaris Paper AFH product catalog. Also available at [SolarisPaper.com/afh/products](http://SolarisPaper.com/afh/products)

#### **LEAD TIME:**

- **Truckload** - 72 hours from Order to Shipment, Delivery transit from Shipment to Arrival ranges from 1-7 days depending on destination from our shipping DC
- **Order Changes / Revision** - Order changes or revision can only be accommodated within 24 hours of initial order receipt
- **Same Day Order(s) P.O. receipt**, P.O. must be received by 2pm local time (i.e. 2 pm EST / 2 pm PST)

**Service Charge** - \$200.00 Expedited Order Fee per truckload may apply for same day or less 24 hour Order to Shipment. Seller will do our best to accommodate same day Purchase Orders with no guarantee.

## **SPECIAL LOADING REQUIREMENT:**

Special loading requirements outside the sideways loading, including without limitation, Narrow-Narrow/Straight In loading of units, staggered, height restriction, double pallet, pallet in middle, pin wheeled loading or other special ti-hi request.

**Service Charge** - \$200.00 Non-Standard Loading Fee per truckload will be charged to recover incremental handling cost and lost freight cube.

## **CUSTOMER / BUYER RECEIVING:**

**Unloading** – All orders ship as “consignee unload.” All unloading cost (including without limitation lumper, sort / segregate, tailgating and other special handling) is the full responsibility of the Buyer or the ordering distributor at the time of order receipt. Unloading cost to end user location is also the full responsibility of the ordering Buyer or distributor.

**Detention** – Seller is working closely with our carrier to monitor detention at unloading facility and will work with distributor to resolve on incident if occur. Seller will absorb any detention cost on first (1<sup>st</sup>) delivery to the location, and we reserve the right to charge back any excessive and repeat detention fee greater than one (1) hour free time and second (2<sup>nd</sup>) and subsequent deliveries to the location.

## **SHIPMENT METHOD / MODE:**

Seller will ship with the most cost effective transportation to deliver product to our customer / Buyer on time, including but not limited to intermodal rail and other truckload options. Sufficient lead-time will be communicated to distributor to ensure on-time delivery. Distributor request resulting in less efficient transportation mode or expedited service will be assessed by Solaris Paper AFH Customer Service and cost difference in mode will be communicated to distributor and charged

**Service Charge** - Transportation Mode Fee will be 100% charged at cost to recover lost of freight cube

## **BACKORDERS:**

Seller does not ship backorders. Any item not shipped will need to be re-ordered on next order.

## **PALLETS / SLIP SHEETS:**

- ⋮ Reconditioned, GMA 40" X 48" Pallets - \$8.00 per Pallet Quantity Pallet Exchange not available.
- ⋮ Slip Sheets: \$2.50 each

## **DROP TRAILER FOR FREIGHT COLLECT ORDER:**

Contact Seller / Solaris Paper AFH Customer Service Representative for any drop trailer request

## **4. Product Allocation**

If Seller is unable for any reason to supply the total order for goods specified in Buyer's purchase order, Seller may allocate its viable supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

## **5. Payment**

Terms of sale are net 30 days of date of invoice, unless otherwise stated. No cash discounts are allowable unless indicated on the face of the invoice. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the payment for the Products at the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said Products. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof. Any unauthorized deductions regarding but not limited to invoice prices disputes, contract pricing, rebates, damaged product, short shipments, etc. will result in credit hold and delay future shipment. Buyer agrees to only deduct once credit is issued. Credits will be issued within a maximum of 30 days after receipt of credit claim supporting documentation, review and approval.

On all invoices subject to discount, the discount period will be calculated from the invoice date. If eligible, the cash discount amount shall be computed based on the net invoice amount after other discounts and freight allowance. The Seller reserves the right to charge back any unearned discount or withhold the Buyer's shipment.

## **6. Taxes and Other Charges**

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted a sales tax exemption or reseller's certificate or other document acceptable to the authority imposing the tax, fee or charge.

## **7. Pricing / Price Changes**

Prices quoted are for the Products described for one order and one billing. Prices applicable are those in effect at the time of acceptance of the order. Unless otherwise agreed, payment is due net thirty (30) days from the date of invoice in US 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. Shipment will be made promptly even if prices have been nominally increased. Price changes will be automatically applied to your invoice.

## **8. Price Supports (Deviations)**

As needed to secure new business, Price Supports may be established to provide Distribution customer specific discounts to be applied against National Into-Warehouse Pricing. Minimum volume requirements for consideration of Price Supports is set at 300 cases/year. Price Supports are guaranteed for six (6) months unless other guarantee parameters are established at inception. Price Supports require Proof of Delivery and/or Sales Tracings and will be processed monthly to

create a Distribution Credit Memo. Where necessary, Solaris Paper reserves the right to terminate and/or modify Price Supports with 30 days' notice to our Distribution Partners.

## **9. Warranties and Limitation of Liability**

Representations regarding the composition and performance of the Products are believed reliable, but

Seller MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING SUCH INFORMATION OR PRODUCTS EXCEPT THAT SELLER WARRANTS THAT IT HAS GOOD TITLE TO THE PRODUCTS AND THE PRODUCTS 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 warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller.

Seller's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE.

## **10. Compliance with laws / Regulations**

Seller certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant thereto.

## **11. Claims**

Claims made against Seller in connection with defective Products must be made in writing within thirty (30) 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 Products shall be in accordance with applicable Seller's policies. Defective Products 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 a purchase order with the Seller.

## **12. Patent Disclaimer**

Seller does not warrant that the use or sale of the products delivered under will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

## **13. Returns**

Goods may not be returned for credit except with Seller's permission, and then only in strict compliance with Seller's return shipment instructions.

## **14. 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 Products from Seller.

## **15. Miscellaneous**

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 Products ordered. Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the Terms and Conditions and shall not affect their interpretation. This Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns. This Terms and Conditions supersedes 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 be inconsistencies between such other agreements and this Terms and Conditions, the terms hereof shall control. Buyer acknowledges that posting by Seller of these Terms and Conditions online at the website of Seller, including any modification or amendment hereto, constitutes notice hereof or thereof. To the extent these Terms and Conditions are either included with or incorporated by reference into any purchase order or other document to which Buyer is a party, Buyer acknowledges that execution of such purchase order or other document provides conclusive evidence of notice and Buyer's knowledge of these Terms as Conditions, as may be amended from time to time.

## **16. Governing Law**

All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the State of California, and the courts of California 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.

## 17. Export Compliance

Buyer expressly acknowledges and agrees not to export, re-export, or provide Products to any person, entity or destination prohibited under United States law from receiving such Products, without obtaining prior U.S. Government authorization. Seller's warranties for exported Products may vary or may be null and void for products exported outside the United States and Canada. Unless otherwise specifically agreed by Seller in writing, Buyer takes full responsibility for ensuring that the Products 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 anti-boycott laws.

## 18. Credits

If Seller recognizes a credit to Buyer's account for any reason and issues a document showing information about and providing such credit (each a "Credit Memo"), the use and validity of the Credit Memo are subject to these Terms and Conditions. In no event shall any Credit Memo be recognized by Seller after 180 days from the time of issuance of such Credit Memo. Seller is under no obligation to, and Seller assumes no obligation to, track dates corresponding to issued Credit Memos. Thus Seller is not obligated and does intend to give Buyer notice that any given Credit Memo will expire other than in these Terms and Conditions. Buyer assumes the sole responsibility to track any Credit Memo issued to it by Seller, and to either use Credit Memos within 180 days of issuance or not at all.

### RETURN POLICY:

**Returns** – No returns, except for overages and damages within the stipulated OS&D policy below.

**Misordered Products** – Seller will accept return of misordered items for full refund given product is in good, original manufacturing condition, unused and no damage to the product.

**Service Charge** – 25% Restocking Fee for LoCor dispensers, Universal dispensers and / or paper products will be assessed for all returns with Solaris Paper AFH V.P. Sales approval. Return freight to be absorbed by returning distributor.

### OVERAGE, SHORTAGES, AND DAMAGES (OS&D):

Any OS&D situation must be immediately reported to the carrier and your respective Seller Service Representative, attaching all related details and photographs of damage. BOL must clearly indicate exact quantity damaged, shorted or over shipped. Seller Customer Service will acknowledge receipt of detail, verify any necessary details, and follow back with disposition of product.

***Please contact your Solaris Paper AFH Customer Service Representative at 1-888-998-4778 or your local Solaris Paper AFH Sales Representative for further information.***