

**A. CONTROLLING DOCUMENTS, THE CONTRACT.** These Standard Terms are incorporated and made part of the Contract, which consists of: (a) the contract document and/or purchase order or equipment purchase contract generated by Domtar (the purchase order and the equipment purchase contract are collectively referred to as the "PO") identifying the parties and containing key business terms (the "Contract Document"), (b) these Standard Terms, and (c) any other attachments identified in the Contract and/or PO document. Provisions of and attachments to the Contract or PO document will prevail over these Standard Terms to the extent any clear conflicts exist between or among them. The Contract Document, any PO and these Standard Terms (together with any attachments or specifications identified in the Contract Document or any PO) are collectively referred to as the "Contract". Supplier's quotation or proposal is made a part of this Contract only to the extent of specifying the nature and description of the products or services described in the Contract (the "Products" or "Services", as the case may be). By accepting this order, Supplier agrees that these Standard Terms are the only applicable terms and conditions. Supplier expressly waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions are rejected and shall be null and void. Unless all parties specifically agree in writing, conflicting terms and conditions in any document generated by Supplier will be disregarded in favor of this Contract. SUPPLIER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF DOMTAR. Notwithstanding anything to the contrary, the Contract shall be deemed to have been duly accepted by the Supplier if the Supplier delivers or provides the Products/Services to Domtar and Domtar accepts such Products/Services in accordance with Section H below. Subject to Section C below, this Contract can only be amended by an instrument in writing signed by both parties.

**B. AVAILABILITY.** Supplier represents that it can provide the Products/Services in a timely fashion in commercially reasonable quantities to be specified by Domtar.

**C. CHANGES.** Domtar may, by written change order, request changes in specifications or drawings of, or increase or decrease the quantities of, Products and/or Services originally ordered. Domtar may also change delivery schedules or direct the temporary suspension of scheduled shipments. If any such changes require changes to design, fabrication methods, alters the amount due or delivery schedules, then Supplier must immediately notify Domtar in writing, so that Domtar can decide whether to proceed with the requested change and also so that Domtar and Supplier can mutually agree on revised costs and/or performance schedules. Any claim for revised costs and/or performance schedules shall be deemed waived by Supplier unless asserted in writing within five (5) days of receipt of the change order or other formal notification from Domtar. Supplier shall have no right to suspend or delay its performance under the Contract while Domtar is reviewing supplier's request for revised costs and/or performance schedules, or if Domtar fails to approve any such requests. Supplier agrees that suspension of performance or delay by Supplier under such circumstances shall be considered a material breach of the Contract by Supplier.

**D. PRICING & SALES TAXES.** Pricing will be as specified in the Contract or PO document, except if Supplier provides lower prices to any of its other customers buying equivalent or lesser quantities of Products/Services, it will notify Domtar, lower the prices under this Contract to the lowest prices charged to such other customers, and issue a refund or credit for the difference between prices previously charged to Domtar and the lowest prices charged to such other customers. Pricing shall exclude all sales taxes. Applicable taxes, if any, shall be shown separately on the invoice.

**E. PAYMENT TERMS; AUDIT RIGHTS.** Domtar's obligation to pay invoices is conditioned on receipt of conforming Products or Services. Unless provided in the Contract or PO document, upon receipt of conforming Products/Services, Domtar will pay within 60 days of receipt of a correct and accurate invoice. Supplier will maintain records and accounting procedures sufficient to support invoices consistent with the process control requirements of Section 404 of the Sarbanes-Oxley Act of 2002. Supplier's records pertaining to the performance of this Contract may be subject, after reasonable notice and during normal business hours, to inspection and audit by Domtar. Supplier will preserve and make available such records for two years from the later of the conclusion of the term or the final payment on the Contract or PO.

**F. INSPECTION AND DRAWINGS.** Domtar will be given a reasonable opportunity to inspect Products and work completed for physical damage, visible defect, packaging integrity problems, and shortage. Domtar will have 120 days from the time any latent or hidden defects in Products or Services are brought to Domtar's attention to notify Supplier of such defect. If Products or Services do not conform to the agreed specifications, or are otherwise defective, Domtar will notify Supplier and offer Supplier a reasonable opportunity to remedy (not to exceed 5 business days). Alternatively, Domtar may, at its sole election, either return non-conforming Product to Supplier at Supplier's expense and receive a refund of purchase price paid for such Product(s) or, Domtar can offset the purchase price paid for such Products against any amount owing to Supplier. If Domtar elects to return the Product, it will not be deemed to have waived any other remedies that may be available at law or at equity. Domtar's review of drawings does not constitute approval and will not relieve Supplier of responsibility for compliance with all specifications, laws, codes or regulations as applicable in performing this Contract.

**G. RIGHT TO REMEDY.** If the Supplier does not timely modify, adjust, repair or replace defective or inadequate Services or Products within 5 days written notice of such defect/inadequacy, or if any emergency exists rendering it impossible or impractical for Domtar to have the replacement Product or remedial Services performed by the Supplier, then Domtar, after notice to the Supplier, may at its option and without prejudice to any other rights or remedies that may be available to it, make or cause to be made such modification, adjustment, repair or replacement, in which case the Supplier will reimburse Domtar for its actual costs or, at Domtar's option, Domtar can offset the costs from any amounts owing to Supplier.

**H. TITLE & RISK OF LOSS, SHIPPING.** Unless otherwise specified in the Contract or PO document, title to any Products sold under this Contract and risk of loss will pass to Domtar when shipments are accepted by Domtar at the specified delivery point (FOB Destination - Incoterms 2010). Supplier agrees (i) that time is of the essence under the Contract and (ii) to complete shipment of the Products or the delivery of the Services no later than the agreed upon shipment or delivery date. Unless otherwise specified in the Contract, Supplier shall, where applicable, obtain at its own risk and expense any export and import license(s) and other required authorization(s) and carry out all customs formalities necessary for the export of the Products, for their transport through any country, and for their import into the United States. Supplier will suitably pack, mark and ship materials in accordance with Domtar's instructions and in accordance with governing laws, and, if so instructed by Domtar, will meet the transportation requirements of common carriers to secure the lowest transportation costs. Supplier is obligated to ship all its components for Products to pulp or paper mills without plastic or styrofoam packaging. Any exceptions must be requested by Supplier and agreed upon by Domtar in writing in advance of shipment(s) being made.

### **I. QUALITY & WARRANTY.**

1. Warranty. Supplier represents, warrants and covenants that, for a period of no less than (i) twelve (12) months from the date upon which the Products are put into use or the Services are finished being performed, or from the date when the agreed performance guarantees have been achieved, or (ii) eighteen (18) months from the last main delivery of Products, whichever occurs later (the "Warranty Period"), that (A) Products will be (i) consistent with or greater than prevailing industry standards of quality, (ii) appropriate for any specified application, including Domtar's specific application if known by Supplier, and (iii) free from defects in design, material and workmanship; and (B) Services will be (i) professionally and competently performed in a manner consistent with or greater than prevailing industry standards of quality; (ii) appropriate for any specified application, and (iii) free from defects.

2. Performance Guarantee Clarification. For the purpose of determining whether Products or Services are defective or deficient (resulting from faulty design, material and/or workmanship), agreed upon performance guarantees are not deemed achieved until the defect or deficiency is remedied and the Products are performing within all specifications for continued periods of time.

3. Safety and Regulatory Requirements. The Products and Services supplied by Supplier shall meet all OSHA, and other Federal and State regulatory agency requirements and shall otherwise be fully compliant with applicable laws. Any electrical panels, controls, or devices supplied with the Products must display a UL or other approved independent testing lab label to meet applicable Federal, State and local laws. Product design DBA ratings must also be provided. The noise level emitted by the Products while in operation must be below or equal to 85 dB at 1 meter.

4. Replacement of Products. If Products do not comply with the warranty set forth in Section I.1, above or any defect develops under normal or proper operation as per Supplier's instructions, during the Warranty Period, Supplier will provide, at its sole expense, technical expertise and the parts, materials, equipment, and labor, including freight and "in/out" costs, necessary to remedy any defect or nonconformity by promptly removing, repairing, correcting or replacing and reinstalling any defective or nonconforming part or component.

5. Rework of Services. If the Services do not comply with the warranty set forth in Section I.1, above, during the Warranty Period, Supplier will re-perform the Services, without cost of any kind to Domtar.

6. Technical Support. During the Warranty Period, Supplier will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will maintain a 24-hour technical support hotline to address equipment breakdowns and safety incidents. During the useful life of the Products, reasonable telephone support during normal business hours is included in the purchase price.

7. FCPA Compliance. Supplier represents and warrants that it is in full compliance with the provisions of The Foreign Corrupt Practices Act of 1977 (as may be amended from time to time) and any rules or regulations promulgated thereunder. When goods purchased hereunder are to be manufactured or produced outside the United States or its territories, Supplier shall furnish at Domtar's request documents stating the names and addresses of the foreign manufacturers or producers and containing written assurances of compliance with the applicable United States standards.

**J. REPRESENTATIONS.** Supplier represents and warrants that: (a) it has full power and authority to enter into this Contract and perform its obligations; (b) this Contract is a legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; (c) the signing and delivery of this Contract by the Supplier and the performance by the Supplier of all of the Supplier's obligations under this Contract will not: (x) breach any contract to which the Supplier is a party, or give any person the right to accelerate any obligation of the Supplier; (y) violate any law, judgment, or order to

which the Supplier is subject; or (z) require the consent, authorization, or approval of any person, including but not limited to any governmental body; and (d) it has good and marketable title to Products delivered to Domtar and that Products will be free from all liens and encumbrances; (e) the Products and Services do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (f) if Services are provided, Supplier has assured that the employees or contractors providing Services are adequately skilled and experienced; and (g) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Supplier from fulfilling its obligations under this Contract.

**K. MUTUAL INDEMNITY.** Each party agrees to defend and indemnify the other, and its respective affiliates and its and their employees, officers, directors, agents, successors, and assigns, against any and all third-party claims such as damages, fines, penalties, costs, liabilities, losses, or expenses (including but not limited to sums paid in settlement of claims, reasonable attorneys' and consultant fees, and expert fees) (collectively, "Claims") arising from: (a) the violation of applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders; (b) a breach of representations or warranties made in the Contract; (c) bodily injury and property damage directly arising out of and resulting from the failure of the Products/Services to meet the Specifications as provided in the Contract; (d) a party's own negligence or misconduct; and (e) in the case of Supplier, claims for product liability, including claims for strict liability. A party seeking indemnification will promptly notify the other of such claims. Neither party will be liable to the other for consequential or indirect damages, including loss of profits or loss of revenue; provided, however, that nothing contained herein shall in any way exclude or limit: (a) a party's liability for any and all damages arising out of that party's grossly negligent or intentional acts or omissions; (b) liability for any and all direct damages which may fairly and reasonably be considered naturally from a breach; (c) a party's liability for a breach of its confidentiality obligations; (d) the operation of any warranty of Supplier as may be provided in this Contract or in a PO; or, (e) a party's liability for all costs and damages arising from a party's obligation to defend and indemnify the other party in connection with a third party claim. Any limitation of Supplier's obligations hereunder, either by provisions of Supplier's delivery slips or other instruments shall be void.

**L. INTELLECTUAL PROPERTY.** Supplier will indemnify and hold harmless Domtar, its affiliates and its and their employees officers, directors, agents, successors, and assigns (collectively, "Domtar Indemnified Parties") from any Claims arising out of any charge that the manufacture or sale of any Products or Services, or the use thereof, by a Domtar Indemnified Party or its customers constitutes an infringement of any patent, copyright, moral right, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, that this indemnity will not apply to Products for which Domtar both provided and controlled the detailed design of such Product. If because of infringement claims any Domtar Indemnified Party's use of Products or Services provided by Supplier is enjoined, Supplier will, at its own expense, either procure for the Domtar Indemnified Party the right to continue using the Products or Services or, after consulting with Domtar and obtaining Domtar's consent, replace or modify the Products or Services with substantially similar and functionally equivalent non-infringing Products or Services. If neither of the foregoing options are available, Domtar may return the affected Products and receive a full refund of all amounts paid for the Products or Services.

**M. DISPUTE RESOLUTION; REMEDIES.;** If disputes arise under this Contract, the parties will first attempt to settle them through good faith negotiations under this process: (a) the initiating party will present a written explanation of the nature of the grievance and remedy requested; (b) within 10 business days after receiving such a statement, the other will respond by granting the requested remedy, counterproposing a different remedy, or explaining why the grievance does not justify any remedy; (c) if the matter is not settled within 10 days after the response is received, either party may request nonbinding mediation before an impartial, mutually acceptable mediator, with each party paying half the mediator's fees and the mediator choosing the mediation venue. Unless otherwise agreed, the mediator must have at least five years of experience mediating commercial disputes. Only if the parties are unable to reach a settlement through this mediation process may suit be filed. This Contract is governed by the laws of the State of Delaware, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract. Any action or proceeding arising out of this Contract will be litigated in courts located in the State of Delaware, USA. Each party consents and submits to the jurisdiction of any local, state, or federal court located in the State of Delaware, USA. The substantially prevailing party will recover all of its litigation costs including reasonable attorneys' fees. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

**N. LIENS; ASSIGNMENT; SUBCONTRACTORS.** At all times, Supplier will keep Domtar's property free of liens arising out of the Service performed or Products delivered hereunder. Domtar may withhold any payment otherwise due Supplier until Supplier submits proof of waiver of lien, in a form satisfactory to Domtar, that all lienable claims have been fully paid. Supplier may not assign the responsibilities of this Contract without the prior written consent of Domtar. Supplier is fully responsible for the conduct of any contractors, consultants or other agents it may hire to assist it in performing this Contract.

**O. COMPLIANCE.** In performing this Contract, Supplier warrants that its performance and the Products furnished to Domtar shall comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders including, but not limited to those laws governing weights, measures, and sizes, EPA requirements, and the Consumer Product Safety Improvement Act, the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable State Workers' Compensation laws, state and federal Occupational Safety and Health Acts, the Lacey Act (16 U.S.C. § 3371 et seq., as amended) for products containing wood fiber, the Trafficking Victims Protection Act of 2000 (Public Law 106-386), the California Transparency in the Supply Chains Act, and its foreign equivalents (as applicable), all applicable Toxics in Packaging legislation, including EU REACH and RoHS legislation and California Proposition 65, and all

rules and regulations passed pursuant thereto, which are incorporated herein by this reference, and hereby guarantees that no article is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, or is an article which may not, under the provisions of section 404, 505, or 512 of the act, be introduced into interstate commerce. If applicable, Supplier will also comply with "Beck Notice" requirements under Executive Order 13201(29 CFR part 470). This Contract incorporates by reference paragraphs 1-4 of Executive Order 13201. If Supplier is providing Services on Domtar's Site, it will also comply with local/regional laws of the Site. Supplier will obtain all necessary permits and approvals and give all stipulations, certifications and representations that may be required for it to perform this Contract. Supplier will familiarize itself and conduct its obligations under this Contract consistent with Domtar's Environmental Policy as posted at: <http://www.domtar.com/en/governance/ethics/780.asp> . Unless this Contract is exempted by regulations of the Secretary of Labor (issued under Section 202 of Executive Order 11246; Section 503 of the 1373 Rehabilitation Assistance and Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974 or other applicable laws, regulations or orders), this Contract incorporates by reference paragraphs: (a) 1-7 of the contract clauses of Executive Order 11246; (b) a-m of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era; and (c) a-f of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for disabled workers. Supplier and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. If Supplier is a non-resident of the United States and if a PO includes the requirements of Supplier to provide installation supervision, start-up, training, performance testing or any other type of service, then Domtar is required to deduct up to thirty percent (30%) from each payment for such services unless Supplier provides Domtar with the appropriate W-8 Form before performing such services.

**P. HAZARDOUS MATERIALS; ABSENCE OF CONFLICT MINERALS; MSDS.** If applicable, Supplier will provide each Domtar facility to which Products/Services are delivered (each a "Site") with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Products/Services which requires such compliance, and any updates of the same. If Supplier uses chemicals, PCBs or any potentially hazardous materials (collectively, "Materials"), Supplier assumes responsibility and will indemnify, defend and hold harmless the Domtar Indemnified Parties from and against any and all Claims arising out of Supplier's use (including but not limited to the unloading, discharge, storage, handling, or disposal of any chemical or container therefore) of such Materials and for Supplier's noncompliance with any related laws or regulations. Supplier further represents and warrants that the Products are free of perfluoralkylated compounds (PFASs), including perfluorooctanic acid (PFOA), perfluorooctane sulfonate (PFOS) and GenX compounds, and any other substances which are harmful to end users of the Products, including without limitation those chemicals identified under California Proposition 65 that are known to cause cancer or reproduce toxicity. Seller agrees to annually provide to Buyer a written certification that the Products are free of any PFAS compounds and any other substances which are harmful to end users of the Products, including without limitation those chemicals identified under California Proposition 65 that are known to cause cancer or reproduce toxicity. Supplier further warrants that the Products do not contain any "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold or wolframite, or their derivatives, tantalum, tin and tungsten) as defined in the 2010 Wall Street Reform and Consumer Protection Act, also known as the Dodd-Frank Act, and that no conflict minerals are necessary to the functionality or production of the Products.

**Q. PROPOSITION 65 AND PFAS FREE CERTIFICATION.** Supplier further represents and warrants that the Products are free of perfluoralkylated compounds (PFASs), including perfluorooctanic acid (PFOA), perfluorooctane sulfonate (PFOS) and GenX compounds, and any other substances which are harmful to end users of the Products, including without limitation those chemicals identified under California Proposition 65 that are known to cause cancer or reproduce toxicity. Supplier agrees to annually provide to Buyer a written certification that the Goods are free of any PFAS compounds and any other substances which are harmful to end users of the Goods, including without limitation those chemicals identified under California Proposition 65 that are known to cause cancer or reproduce toxicity.

**R. ON PREMISES SERVICES; DRUG & ALCOHOL POLICY.** If Supplier provides Services to a Site, Supplier acknowledges that those premises are used for operational or industrial applications and Supplier will become familiar with the Site's safety rules to avoid injury to person or property. It is Supplier's responsibility to provide necessary and adequate personal protective equipment ("PPE") for its employees/subcontractors ("Supplier's Personnel"). However, in the event that Supplier's Personnel uses PPE provided by Domtar, Supplier will indemnify and hold Domtar harmless against any and all Claims related to or caused by the use or misuse of such PPE. Upon completion of Services, Supplier will remove all excess materials, equipment and rubbish and leave the Site in a clean condition. Supplier shall not bring, or permit to be brought, anywhere on or near the Site, any spirituous or intoxicating liquors, any drugs, the possession, use or distribution of which is prohibited by law.

Supplier will utilize personnel who have been properly trained and certified for the services they are providing according to the National Commission for the Certification of Crane Operators (NCCCO), Crane Institute Certifications (CIC), International Union of Operating Engineers Certification Program (OIEP) or the National Center for Construction Education and Research (NCCER).

Supplier will complete the required lift plan utilizing either a person qualified to develop lift plans or a licensed engineer as required.

**S. CONFIDENTIALITY.** All information (both technical and business) disclosed by either party to the other, including but not limited to volumes and pricing of Products and/or Services sold under this Contract, will be held in strict confidence and not communicated to any other party, except as required by law or auditors, and as needed by contractors in performing this Contract; provided that such contractor agree to be bound by a nondisclosure agreement no less stringent than the obligations in this section. For five years from the date of disclosure, the receiving party will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from the other party, and (b) not use the other party's information for any purpose other than as needed to perform the Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by the receiving party; (ii) was already in the receiving party's possession at the time of its disclosure as shown by the receiving party's prior written records; (iii) is subsequently disclosed to the receiving party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the receiving party who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

**T. INSURANCE.** If Supplier is selling Products, it will insure the Products for all risks until received at the point of delivery. If Supplier works at a Site, prior to commencing work or Services, Supplier will obtain and maintain for the entire duration of this Contract the following insurance coverages (Domtar may require higher limits for a particular PO or supplier category) on its operations under this Contract: (a) Commercial General Liability (occurrence form) ("CGL"), covering bodily injury and property damage liability, contractual liability, products and completed operations liability; and, if performing construction or repair services, including broad form property damage liability, with minimum limits of \$2,000,000 per occurrence; (b) Comprehensive Automobile Liability (if applicable) covering owned, leased or scheduled vehicles with minimum limits of \$2,000,000 per person and \$2,000,000 per accident for bodily injury and \$2,000,000 third party property damage or combined single limit of \$2,000,000; (c) Workers' Compensation or Industrial Accident insurance providing benefits as required by law; and (d) Employer's Liability/Stop-Gap Liability coverage (U.S. only) with minimum limit of \$500,000 each accident, \$500,000 each employee, and \$500,000 policy limit. Nothing in this Section is to be construed as limiting Supplier's liability for the payment of damages resulting from the sale of Goods or the performance of services pursuant to the applicable PO.

If any work or Service is performed at a Site, Domtar will be designated as an Additional Insured to the CGL evidenced by copy of the endorsement or policy form attached to the Certificate of Insurance, and the Additional Insured endorsement will be applicable to Supplier's "operations" for Domtar. The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. Supplier will provide Domtar with a Certificate of Insurance and endorsements or policy forms evidencing compliance with the above requirements prior to commencing any work or Services at a Site. Supplier will require its insurance carrier(s) to give Domtar at least 30 days written notice prior to cancellation of coverage. Supplier and its subcontractors will cause their insurance companies to waive rights of subrogation against Domtar and its affiliates. Supplier acknowledges that this waiver was mutually negotiated. All insurance of Domtar and its affiliates will be in addition to and in excess of any insurance provided by Supplier or subcontractors. Supplier will ensure that its subcontractors that will be on Site have insurance coverage and endorsements consistent with the above.

**U. FORCE MAJEURE.** Supplier acknowledges that time is of the essence in its performance. However, neither party will be liable to the other for damages for failure to carry out this Contract in whole or in part when the failure is due to strikes, lockouts, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. If either party is affected by any such event, shipments already in route will be accepted and paid for. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Regardless, if Supplier is unable to honor the Contract in a timely fashion, Domtar will be entitled to seek Products and Services from another vendor without penalty and those Products and Services will count towards any volume requirements that Domtar has committed to purchase. Alternatively, at its sole election, Domtar may terminate this Contract. Unless excused per this Section T, if Domtar must acquire Products/Services from another supplier on an emergency basis because Supplier is unable to timely perform on the agreed schedule, Supplier will reimburse Domtar for all commercially reasonable additional costs and expenses incurred to obtain the Products/Services.

**V. RIGHT TO TERMINATE.** If the project or program for which Products and/or Services are ordered is cancelled, substantially modified, or delayed, Domtar may terminate the applicable PO or this Contract, as applicable, by written notice as to all or any part of the Products and/or Services not delivered prior to receipt by Supplier of the notice. As to Products and/or Services that are standard manufactured items, Domtar's only obligation shall be to pay for Products and/or Services delivered to Domtar prior to receipt of the notice of termination. As to Products and/or Services specially manufactured for Domtar, Supplier will stop all work on receipt of notice of termination, unless otherwise directed by Domtar. Upon such termination, Domtar will pay reasonable costs incurred by Supplier directly connected with the PO or this Contract, including costs and cancellation charges actually incurred by Supplier under subcontracts. Such payment shall not exceed the total price of the order, and shall be reduced by any deposits, refunds or salvage values available to Supplier. Upon such payment, title to Products and/or Services or any portion thereof shall pass to Domtar.

**W. DEFAULT.** A party will be in default under this Contract if it: (a) fails to timely pay an undisputed invoice; (b) fails to cure a breach within 10 business days of receipt of written notice of breach; (c) is adjudicated bankrupt, files for reorganization,

becomes insolvent, or if a receiver is appointed for it; or (d) ceases to operate its business. In addition to any other available remedies, the non-defaulting party may immediately terminate this Contract without liability by written notice to the defaulting party. Any such termination will not affect rights or obligations accrued or owed prior to the effective date of the termination notice.

**X. NOTICES.** Supplier and Domtar agree that all notices, requests, demands and other communications required by the Contract must be in writing and be delivered to the parties at the addresses as set forth on the first page of the Contract or PO document or any other address that a party may designate by written notice to the other party. Notices are considered delivered upon actual receipt if delivered personally or by fax, electronic mail or an overnight delivery service, or at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

**Y. NO AGENCY RELATIONSHIP.** This Contract does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

**Z. CONTRACT INTERPRETATION.** The parties to this Contract represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. No waiver will be binding on Domtar unless it is in writing and signed by Domtar. Domtar's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

**ZZ. FACSIMILE, ELECTRONIC SIGNATURES.** A facsimile or a .pdf of a signature shall have the same force and effect as an original signature.