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**General Terms and Conditions of Purchase**

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**GENERAL TERMS AND CONDITIONS OF PURCHASE****1. TERMS OF AGREEMENT**

The purchase order or contract, together with these terms and conditions (the "GTC"), and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Ordering Document" or the "Ordering Documents"), constitutes the entire and exclusive agreement between any entity of the International Paper group in Europe, Middle East and Africa ("IP") and the supplier (the "Supplier") identified in the Ordering Documents. IP's submission of the Ordering Documents is conditioned on Supplier's agreement that any terms different from or in addition to the terms of these Ordering Documents, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Ordering Documents, even if Supplier mentions that its acceptance of the Ordering Documents is subject to IP's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Ordering Documents, or commencement of performance constitutes Supplier's acceptance of these GTC. Notwithstanding the foregoing, if a contract covering procurement of the Products or Work described in the Ordering Documents exists between Supplier and IP, the terms of such contract shall prevail over any inconsistent terms herein.

**2. DEFINITIONS**

2.1 "Deliverables" means the deliverables specified in the Ordering Documents (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 "Delivery Date" means the date or dates specified in the Ordering Documents by which the Supplier is required to deliver the Work.

2.3 "Harmful Code" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.4 "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.5 "Products" means tangible goods specified in the Ordering Documents to be delivered on the Delivery Date.

2.6 "Services" means the services that Supplier is to perform for IP specified in the Ordering Documents.

2.7 "Statement of Work" or "SOW" means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for IP.

2.8 "Subcontractor" means a third party performing work under an agreement (a "Subcontract") with Supplier.

2.9 "Supplier Personnel" means Supplier's employees, consultants, agents, independent contractors and Subcontractors under supervision and responsibility of the Supplier.

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2.10 “Third Party Intellectual Property” means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.11 “Work” means the Deliverables, Products and Services specified in the Ordering Documents, including any SOW.

### **3. DELIVERY**

3.1 Time is of the essence in Supplier’s performance of its obligations, therefore Supplier shall always respect the Delivery Date indicated in the Ordering Documents. Supplier will immediately notify IP if Supplier’s timely performance under the Ordering Documents is delayed or is likely to be delayed. IP’s acceptance of Supplier’s notice will not constitute IP’s waiver of its right to claim compensation of any damages and of any of Supplier’s obligations.

3.2 If Supplier delivers Work after the Delivery Date, IP may reject such Work.

3.3 IP will hold any Work rejected under the Ordering Documents at Supplier’s risk and expense, including storage charges, while awaiting Supplier’s return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges IP incurs on Supplier’s behalf. If IP does not receive any return shipping instructions within 5 (five) business days after IP has notified the Supplier in accordance with Section 6 of these GTC, IP may, in its sole discretion, destroy or sell at a public or private sale any rejected Work.

3.4 Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications IP may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous Work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.5 Supplier will include with each delivery of Products a packing list identifying the Ordering Documents, a description and the quantity of each of the Products, and the date of shipment.

3.6 Unless IP expressly instructs otherwise in writing, Supplier will deliver all Work to IP’s plant at the address set forth in the Ordering Documents. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and Products does not pass to IP until acceptance in accordance with Section 6.

### **4. PRICE AND PAYMENT**

4.1 Unless otherwise specified in the Ordering Documents, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges excluding local applicable and recoverable VAT. Supplier will, at IP’s request, break-out from the price all such taxes and other charges, in its invoices.

4.2 IP will pay Supplier the price in accordance with the payment terms set forth in the Ordering Documents. If no payment terms are specified in the Ordering Documents, IP will pay the Supplier within 60 (sixty) days of IP’s receipt of a properly prepared invoice, unless other compulsory payment terms are imposed by the applicable laws. A properly prepared invoice must include the purchase order number as mentioned in the Ordering Documents, as well as Supplier’s certification of conformance of the Work to the requirements. Payment will be in the currency specified in the Ordering Documents and if the price set forth in the Ordering Documents is not in the local currency, then IP will determine the local currency equivalent of the price as of date of payment. IP may, at any time, to the extent allowed by applicable laws, set-off any amounts Supplier owes IP against any amounts IP owes to Supplier.

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**5. OWNERSHIP AND LICENSE**

5.1 IP is the sole and exclusive owner of all Deliverables as from the date of their delivery. Supplier irrevocably assigns and transfers to IP all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 Notwithstanding Section 5.1, Supplier grants to IP a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub-licensable license to any Intellectual Property Rights in the Deliverables that arises outside the scope of the Ordering Documents to the extent necessary for IP to exercise its rights in the Deliverables as reasonably contemplated by the Ordering Documents.

5.3 Supplier grants to IP a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub-licensable license to any Intellectual Property Rights in Products or Services that are necessary for IP to use, import, copy, execute, reproduce, display, perform, and distribute copies of and modify (including creating improvements and derivative works based on) the Products or Services.

**6. INSPECTION AND ACCEPTANCE**

6.1 IP may reject any part or all of the Work that does not conform to the applicable requirements within 10 (ten) business days of Supplier's delivery of the Work. At IP's option, IP may (i) return the non-conforming Work to Supplier for a refund or credit; (ii) require Supplier to replace on Supplier's cost the non-conforming Work; or (iii) repair on Supplier's cost the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), IP may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount IP reasonably determines to represent the diminished value of the non-conforming Work.

6.2 If IP has not notified to the Supplier any remarks within 10 (ten) business days from the delivery of Work or has used the Work, the Work is deemed to be accepted by IP.

6.3 Prior to Delivery Date IP may request, at IP's own expense, to conduct pre-shipping inspection at Supplier's premises of ordered Products or Deliverables.

**7. CHANGES**

7.1 As used in this Section 7, "Change" means a change IP directs or causes within the general scope of the Ordering Documents.

7.2 IP may make Changes by a written order ("Change Order") after the issuance of the Ordering Documents, in accordance with this Section 7.

7.3 If Supplier asserts that IP has directed or caused a Change to the cost of or time for performance for which IP has not issued a Change Order, Supplier will promptly notify IP in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which IP must respond to Supplier's notice so that Supplier may proceed with the Work unchanged. IP will evaluate Supplier's notice of Change in good faith, and if IP agrees that it has made a constructive change, IP will issue a Change Order to Supplier.

7.4 Supplier shall, as promptly as practicable, after giving the notice of the Change, or within 10 (ten) days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment to the price or time for performance resulting from the Change.

7.5 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

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7.6 In case of urgency, Supplier will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Agreement or the applicable SOW to incorporate the equitable adjustment.

### **8. REPRESENTATIONS AND WARRANTIES**

8.1 Supplier represents and warrants that (i) it has the full power to enter into the Ordering Documents and to perform its obligations under the Ordering Documents; (ii) it has the right and unrestricted ability to assign the Work to IP including, without limitation, the right to assign any Work performed by Supplier Personnel and Subcontractors; (iii) the Work, and IP's use of the Work, do not and will not infringe upon any Third Party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law; (iv) Supplier will not disclose to IP, bring onto IP's premises, or induce IP to use any confidential or proprietary information that belongs to anyone other than IP or Supplier and that is not covered by a non-disclosure agreement between IP and Supplier; (v) Software supplied by Supplier does not contain any Harmful Code and (vi) Supplier's Work conforms to IP's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use.

8.2 IP warrants and represents to Supplier that it has the full power to enter into the Ordering Documents and to perform its obligations under the Ordering Documents.

8.3 To the extent allowed by applicable law, no other warranties are made, either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose.

### **9. ASSIGNMENT AND SUBCONTRACTING**

9.1 Supplier may not assign any of its rights or delegate any of its obligations under the Ordering Documents without IP's prior written consent, which IP will not unreasonably withhold. IP may, at its option, void any attempted assignment or delegation undertaken without IP's prior written consent.

9.2 Supplier may not subcontract any of its rights or obligations under the Ordering Documents without IP's prior written consent. If IP consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify IP for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by IP or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, IP will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold IP harmless for all damages and costs of any kind, without limitation, incurred by IP and caused by Supplier's failure to pay a Subcontractor.

9.3 To the extent allowed by applicable law, no person who is not a party to Ordering Documents shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

### **10. TERM AND TERMINATION**

10.1 These GTC will remain in effect with respect to any Ordering Documents already issued until Ordering Documents are either terminated or the Work is completed and accepted.

10.2 IP may through an authorized person terminate the Ordering Documents, at any time, for no reason or for any reason, upon 15 days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform IP of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to IP, if requested by IP, whatever Work then exists. IP will pay Supplier for all Work performed and accepted through the effective date of the termination, provided that IP will not be obligated to pay any more than the payment that would have become due had Supplier completed and IP had accepted the Work. IP will have no further payment obligation in connection with any termination.

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10.3 Either party may terminate the Ordering Documents, immediately by delivering written notice by registered mail or e-mail with the confirmation of receipt to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either party makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60(sixty) days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.

10.4 IP may immediately terminate the Ordering Documents upon written notice sent by registered mail or e-mail with the confirmation of receipt to Supplier if there is a change in ownership representing 20 (twenty) percent or more of the equity ownership of Supplier.

10.5 Either party may terminate the Ordering Documents, immediately by delivering written notice by registered mail with the confirmation of receipt to the other party for any material breach not cured within 30 days of receipt of notice of the breach. IP shall have no further payment obligation to Supplier under any terminated Ordering Documents if IP terminates the Ordering Documents under this Section 10.5.

10.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Ordering Documents shall survive the expiration or termination of the Ordering Documents.

### **11. CONFIDENTIAL INFORMATION AND PUBLICITY**

11.1 If IP and Supplier have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.

11.2 The parties agree to keep confidential and not disclose to any third parties any information given to or received from the other party, directly or indirectly, in writing, visually, or verbally, as a result of performance under the Ordering Documents. The foregoing obligation of confidentiality does not apply to information which is (a) already known to the receiving party as evidenced by written documents or records, (b) publicly available or that becomes publicly available without a breach of these Terms and Conditions or Ordering Documents, (c) rightfully received from a third party who has no duty or obligation of nondisclosure, (d) is independently developed by the receiving party, as evidenced by written documents or records, or (e) disclosed without an obligation of confidence under operation of law, governmental regulation, or court order, provided the receiving party first gives the disclosing party notice if allowed by law.

11.3 The parties shall obtain written consent from the other party prior to any publication, presentation, public announcement, or press release concerning their relationship. This includes the use of IP's logo on the Supplier's website or on other communication materials, in particular relating to a listing of Supplier's clients.

### **12. INDEMNIFICATION**

12.1 As used in this Section 12, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

12.2 Supplier shall defend, indemnify and hold IP harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Supplier (including its Subcontractors) in the performance of the Ordering Documents; or (ii) any infringement of a Third Party's Intellectual Property Rights or any other rights.

12.3 IP shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Supplier's authorized use of IP's products or services in connection with the Work; (ii) Supplier's authorized

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use of information or materials provided to Supplier by IP; or (iii) infringement of a Third Party's Intellectual Property Rights or any other rights resulting from Supplier's adherence to IP's written instructions.

12.4 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property

12.5 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit, as far as allowed by the applicable laws, the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party's behalf.

12.6 If a third party enjoins or interferes with IP's use of any Work, then in addition to Supplier's obligations under Section 12.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit IP to continue to use the Work; (ii) replace or modify the Work as necessary to permit IP to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to IP the amount paid for any Work for which a third party enjoins or interferes with IP's use of the Work.

12.7 Nothing in this Section shall limit any other remedy of the parties.

### **13. LIABILITY**

13.1 Notwithstanding anything else in Ordering Documents or otherwise, IP will not be liable to Supplier with respect to the subject matter of the Ordering Documents under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess in the amount IP paid to Supplier in the six months preceding the event or circumstance giving rise to such liability.

13.2 In no event will IP be liable to Supplier for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, the Ordering Documents, whether or not IP was advised of the possibility of such damage.

13.3 The limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Nothing in the Ordering Documents limits either Party's liability for bodily injury of a person, death, or physical damage to property or any liability that cannot be excluded under applicable law.

### **14. INSURANCE**

Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect IP in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place. At IP's request Supplier will provide a proof of such insurance.

### **15. COMPLIANCE WITH LAWS**

Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under the Ordering Documents. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render IP liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist it or IP in obtaining or retaining business or in carrying out the Services. Supplier's failure to comply with the FCPA shall constitute a material breach of the Ordering Documents.

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### **16. GOVERNING LAW**

The validity, interpretation, and performance of the Ordering Documents shall be controlled by and construed under the laws of Belgium. Except if indicated otherwise in Ordering Documents, the Courts of Belgium shall have exclusive jurisdiction over any claim arising under the Ordering Documents. Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of the Ordering Documents.

### **17. GENERAL**

17.1 Any notice to be given under the Ordering Documents will be in writing and addressed to the party at the address stated in the front of the Ordering Documents. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

17.2 If any court of competent jurisdiction holds that any provision of any of the Ordering Documents is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Ordering Documents will not be affected or impaired, and all remaining terms of the Ordering Documents remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

17.3 A party's election not to insist on strict performance of any requirement of the Ordering Documents will not operate or be construed to waive any future omission or breach, or any other provision of the Ordering Documents.

17.4 The only official version of these GTC is the version in English. Any translations of these GTC are only for information purpose. In case of any discrepancies between the official English version and any version translated to a different language the English version shall prevail.

### **18. ORDER OF PRECEDENCE**

In the event of any conflict in provisions of these GTC and provisions of the Purchase Order or other Ordering Documents, the following order of precedence shall govern such conflict:

- (1) Contract
- (2) Purchase Order
- (3) GTC
- (4) SOW
- (5) Other Ordering Documents (eg. exhibit or hyperlink).