

## PURCHASE ORDER TERMS AND CONDITIONS

**1. Agreement:** These Purchase Order Terms and Conditions ("**Terms**") together with the Purchase Order are part of the complete agreement between Awbrey Butte Cedar, LLC and its assigns and affiliates ("**Buyer**") and the party identified in the Purchase Order as Seller. Seller means the vendor identified in the Purchase Order as Seller, including its subsidiaries and affiliates ("**Seller**"). These Terms govern the purchase of all products, materials, and incidental services provided by Seller to Buyer ("**Goods**"). Goods purchased from Seller are confirmed using a Purchase Order including these Terms. The complete integrated agreement between Buyer and Seller includes the Purchase Order and these Terms (the "**Agreement**"). These Terms supersede and cancel all prior communications between the parties, except as specifically provided in the Agreement. The parties agree that these Terms may not be amended, contradicted, supplemented, or explained using evidence of course of performance, course of dealing or usage of trade.

**2. Acceptance:** Any additional or different term or condition stated by Seller in any acknowledgement form, or in otherwise acknowledging and accepting the Purchase Order, is deemed by Buyer to be a material alteration of the Purchase Order and is hereby rejected by Buyer. Buyer rejects any such additional or different terms or conditions not specifically accepted by Buyer in writing.

**3. Extra or Additional Charge:** No extra or additional charges not expressly included in the parties Agreement are allowed as part of Buyer's account with Seller and for the purchase of any Goods or otherwise unless Buyer specifically agrees in a signed acknowledgement to the extra or additional charges which are clearly stated and emphasized.

**4. Cancellation & Changes:** The Purchase Order may be cancelled or rescinded only by a writing signed by both parties and referencing this Purchase Order, except as otherwise provided in these Terms. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Seller agrees to accept any changes identified in this paragraph. All applicable provisions shall survive cancellation or termination of this Agreement.

**5. Title; Risk of Loss; Delivery:** Title to the Goods and risk of loss shall pass to Buyer at the time of delivery of Goods to the required location and acceptance by Buyer. Delivery shall occur within the time specified in the Purchase Order. Any change in freight rates between the date of the Purchase Order and any bill of lading date more than the agreed price is the Seller's responsibility. For any Purchase Order identifying the delivery term as "DLVD" or delivered, the default 2020 INTERCOM applicable is DAP to the designated destination. Seller shall notify Buyer of the date of shipment of the Goods. Seller assumes all responsibility of Goods requiring any governmental import clearance. All international shipments must comply with all applicable laws and regulations, including, but not limited to, those imposed or enforced by the United States Government. All Goods shipped including their containers and shipped to the United States must be permanently marked by Seller with the country of origin. Seller shall include an itemized list of Goods and a Certificate of Analysis and Safety Data Sheet with each shipment of Goods.

**6. Inspection & Claims** The Goods shall be inspected by Buyer as promptly as possible after delivery to the ultimate destination unless otherwise stated in the Purchase Order. Failure to inspect, accept or reject the Goods or failure to detect defects by inspection shall not relieve Seller from responsibility for the Goods nor impose any liabilities on the Buyer.

**7. Indemnification:** Seller shall indemnify, defend, and hold Buyer harmless from any and all liability, claims, suits, damages, or loss (including, without limitation, attorney fees and third party claims) resulting from any act or omission of Buyer, its agents or assigns, including from the use, sale, distribution, remanufacturing or disposal of the Goods, whether alone or in combination with other materials, which explicitly includes, without limitation, any claim, suit, damage or loss (including, without limitation,

attorney fees) except if such liability is caused solely by Buyer's gross negligence or willful misconduct. The indemnified losses shall include, without limitation, those losses incurred because of any violation of any law, regulation or order; bodily injury, death or property damage; breach of warranty; recall; representation or misrepresentation regarding a product's attributes or performance ability. Seller shall maintain adequate in force insurance coverage insuring its obligations under this indemnity requirement. Seller acknowledges that the Goods sold to Buyer may contain organic material or can be classified as regulated Goods that may cause environmental hazard under applicable law. Seller is following all applicable laws including and not limited to those involving the manufacture, transportation, and storage of hazardous material and indemnifies Buyer for any non-compliance issues that arise from the applicable environmental hazard law or otherwise.

**8. Invoices:** All invoices from Seller must include the following information: Purchase Order number, clear description of Goods, HTS classification number, unit of measure, quantity, unit price, currency, country of origin, and terms of sale. Provided however, that nothing in any invoices shall alter or amend the Agreement and any alteration is deemed material and rejected by Buyer.

**9. Seller's Warranties:** Seller warrants that all Goods sold by it to Buyer strictly conform to the specifications of the Purchase Order and are free from liens and any patent infringement claims. Seller warrants and represents that all Goods will be of merchantable quality, free from all defects in design, workmanship and materials, and will be fit for the particular purpose that they are being purchase for by Buyer and that all Goods are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer. Seller represents and warrants that all Goods furnished by Seller comply with and are manufactured priced, sold and labeled in compliance with all applicable federal, state, and local laws, rules, ordinances, regulations, government standards, and codes including but not limited to the Federal Comprehensive Environmental Response, Compensation and Liability Act. Seller further represents and warrants that all Goods comply with all laws and regulations applicable to trademark, trade secret, copyright and patent rights. Seller represents that all Goods are and will be manufactured, processed labelled, packaged, marked, tagged, tested, certified, weighed, and inspected accurately together with shipped and sold in compliance with all legal requirements. Seller represents that the Goods were not manufactured or produced in violation of any international standards or treaties ratified or adopted by the United States. Seller shall at its own expense satisfy all governmental requirements for registrations, permits, notices, reports, licenses and supplier notifications with respect to manufacturing, packaging, labelling, waste disposal, specification of Goods and use of Goods. Seller shall be deemed the generator and owner of any waste(s) generated in connection with Seller's performance under the Purchase Order, and Seller shall be solely and independently responsible for any liabilities caused by such waste(s). Seller represents and warrants that it shall safely, properly and in compliance with applicable laws, regulations and ordinances, dispose of waste(s) or arrange for the disposal of waste(s) in a manner that is safe, proper and in compliance with all laws, regulations and ordinances. Seller represents and warrants to Buyer that the Goods may be transported and introduced into interstate commerce.

**10. Governing Law and Jurisdiction:** Buyer and Seller expressly agree that this Agreement is governed by the laws of the United States and the State of Oregon without regard to conflict-of-law rules. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Seller consents to the authority of any court with proper jurisdiction in the State of Oregon. Seller waives any objection regarding proper venue in any other court. Seller agrees that Seller and Seller's officers, employees, and agents shall appear, at Seller's expense, for deposition in Deschutes County, Oregon. Nothing limits Buyer from bringing any proceeding in any competent court of any other jurisdiction in its sole election. This includes Buyer's election to join Seller in any dispute or proceeding brought by Buyer's customer involving the Goods sold by Seller, which the Parties agree shall be governed by the law of the state where Buyer's customer files the action.

**11. Recalls and Tainted Goods.** Regardless of who initiates any recall, if all or any portion of the Goods are the subject of a recall (or safety notice) or other action required to bring the Goods into compliance with a specification, the Purchase Order including these Terms shall apply. Seller shall be responsible for all costs and expenses associated with the recall, notice or action and shall promptly reimburse Buyer for all actual costs and expenses incurred by Buyer in recalling, publishing notice, shipping and/or destroying the Goods (and where applicable, any products with which the Goods are packaged, consolidated or commingled), including customer refunds and Seller's net landed cost of unsold Goods. In the event of a claim or potential claim of any defect regarding any Goods or of any tampering with the Goods, Seller agrees to promptly notify Buyer, contact the appropriate government agency, and immediately conduct at its own expense a full and complete analysis of the implicated Goods. In the event Buyer becomes aware of a claim of any defect regarding the Goods or of any tampering with the Goods, Buyer shall promptly notify Seller.

**12. Sellers Compliance:** The Seller agrees to comply with all applicable laws, rules, regulations, and ordinances. Seller shall maintain in effect all licenses, authorizations, and permits that it needs to conduct its obligations under this Agreement. Seller represents and warrants that neither Seller, nor any persons or entities holding any legal or beneficial interest whatsoever in Seller are the target of any sanctions program or similar or related programs including any program created by Executive Order or published by the Office of Foreign Assets Control, U.S. Department of Treasury ("**OFAC**") or any state or federal law, rule or treaty.

**13. Event of Default:** Time is of the essence. In the event Seller fails to make timely shipment strictly in accordance with the delivery terms of the Purchase Order or any change order amending the Purchase Order, Buyer, at Buyer's option, may cancel the unshipped balance of the Purchase Order for the Goods without liability, and pursue any and all remedies at law or in equity for breach of contract against Seller.

**14. Seller's Liability:** Seller is responsible for the cost of replacing defective and/or nonconforming Goods as specified in the Purchase Order following rejection by Buyer. Seller shall be liable to Buyer for all damages arising from defects, nonconformity of the Goods, delays in shipments and any other misrepresentations or breach by Seller of this Agreement, including and not limited to consequential damages.

**15. Force Majeure:** The Seller agrees that Buyer is not responsible for any loss, damage or delay due to an event of Force Majeure and Seller shall not be in default of the Agreement as a result. Force Majeure shall mean an occurrence beyond the reasonable control of Buyer including, but not limited to, acts of God or the public enemy, terrorism, strikes, riots, shortages of labor or materials, war, accidents, fire, other weather issues, transportation delays, pandemic, endemic, flood, sabotage, embargo, government shutdowns or orders to cease any action by the government or any governmental laws, regulations or restrictions including trade restrictions and/or quotas. If a Force Majeure event occurs, Buyer, at its election, may cancel the purchase of the Goods without liability. In the event any of the Goods shall become subject to governmental fees or duties not presently in effect, or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Buyer, at Buyer's option, may cancel the unshipped balance of the Goods without liability.

**16. Taxes:** Any applicable taxes (federal, state, local or foreign) and duties and governmental charges of any kind are the sole responsibility of the Seller unless expressly assumed by Buyer in the Purchase Order. No sales or use tax shall be added when a valid tax-exempt notation is indicated on the Purchase Order.

**17. Setoff:** Buyer and Seller agree that Buyer is entitled to set off any amounts due and owing to Buyer against any amounts due or owing to Seller and including any amounts owing by Seller to Buyer for costs, damages and losses Buyer has incurred as a result of the failure of the Goods to comply with specifications and/or any breach of this Agreement by Seller.

**18. Waiver:** No waiver of any provision of the Agreement or any rights or obligations of any party shall be effective except pursuant to a written instrument signed by the party or parties waiving compliance. A waiver is limited to only the specific instance and for the specific purpose stated in writing.

**19. Solvency:** Seller hereby warrants that it is solvent, that Seller is able to pay all its obligations as they become due and can pay for all required materials and perform all required conditions of this Agreement timely.

**20. Severability:** If any provision of the Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby, and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

**21. Binding Effect:** This Agreement is binding upon and shall inure to the benefit of the parties' successors, heirs and assigns.

**22. Attorney Fees:** If Seller fails to perform pursuant to the terms of the Agreement, Seller shall reimburse Buyer for all costs and expenses reasonably incurred by Buyer in recovering the amounts due from Buyer's damages, including, without limitation, attorney fees, costs, and collection fees, whether or not a suit or other form of dispute resolution is initiated, and including in the event Seller becomes involved in or subject to any bankruptcy or other insolvency or receivership proceeding. If any claim, suit or proceeding ("**Action**") is instituted which arises out of or relates to the Agreement, the prevailing party in such Action shall recover, in addition to costs, reasonable attorney fees incurred in preparation, prosecution or defense of such Action, as determined by the court, and if appealed, such reasonable attorney fees as determined on appeal.

**23. Notices:** All notices required under the Agreement shall be in writing and deemed effective upon personal delivery, or upon receipt by electronic mail, or upon receipt by certified or overnight mail, to the addresses set forth in the Order Confirmation or otherwise specified in the Agreement.

**24. Electronic Signatures:** The Agreement including these Terms may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument. Facsimile or email transmission of any signed original document, and retransmission or email of any signed facsimile or email transmission, shall be the same as delivery of an original. The parties agree that this Agreement may be completed and verified by electronic means in accordance with the provisions of the *Uniform Electronic Transactions Act* ("**UETA**") as codified in ORS Chapter 84. At the request of either party, the parties shall confirm facsimile or email transmitted signatures or electronic signatures by signing an original document and providing the signed original to the requesting party.